

DUPLICATE ORIGINAL
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C. D. No. 38994-21

DEED AND AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

UNITED STATES STEEL AND CARNEGIE PENSION FUND

Dated June 21, 1962.

Covering easement for private
roadway in Douglas County,
Nebraska.

THIS DEED AND AGREEMENT, made this 21st day of

June, 1962, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, and UNITED STATES STEEL AND CARNEGIE PENSION FUND, a corporation of the State of Pennsylvania, Grantee:

WITNESSETH, That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, subject to the terms and conditions hereinafter stated, a PERPETUAL EASEMENT for a private roadway, to be used by the Grantee solely for the purposes of ingress to and egress from premises which are owned by the Grantee and which adjoin such roadway, said easement to extend over and along that certain portion of the Grantor's land in the County of Douglas, State of Nebraska, described as follows:

A strip of land 30.0 feet wide situate in the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 2, Township 14 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, said strip extending southerly from a straight line parallel with and 33.0 feet distant south, measured at right angles, from the north line of said Section 2 to a straight line parallel with and 353.0 feet distant south, measured at right angles, from the north line of said Section 2, being 15.0 feet in width, measured at right angles, on each side of the following described center line and said center line extended, to wit:

Beginning at a point that is 763.0 feet distant west from the east line of said Section 2, measured along a straight line parallel with and 33.0 feet distant south, measured at right angles, from the north line of said Section 2;

thence southeasterly along a straight line forming an angle of approximately $60^{\circ} 03'$ from east to southeast with said line that is parallel with and 33.0 feet distant southerly from the north line of said Section 2, a distance of 146.0 feet to a point 690.0 feet distant west, measured at right angles, from the east line of said Section 2;

thence south along a straight line parallel with said east line of Section 2, a distance of 193.5 feet, more or less, to a point 353.0 feet distant south, measured at right angles, from the north line of said Section 2;

containing an area of 10,185 square feet, more or less.

The Grantor reserves to itself, its successors and assigns, the right to construct and to reconstruct on the land above described additional and existing railroad tracks, on the present or other grade, and to maintain, use, and operate such tracks and all appurtenances thereto, including, without limiting the generality of the foregoing, pipe lines, telephone, telegraph, signal, and electric power wire lines upon, along, and across any and all parts of said land, on, above, or beneath the surface thereof, all or any of which may be freely done at any time or times by the Grantor, its successors or assigns, without liability to the Grantee or to anyone else for compensation or damages. The Grantor also reserves to itself, its successors and assigns, the right to use and to permit others to use the land above described for any purpose not inconsistent with the easement herein granted.

Without limiting the generality of the foregoing, the Grantor also reserves to itself, its successors and assigns,

1. the right to grant to others the right to use the land above described for purposes of ingress and egress;
2. the right to grant licenses or easements for public utilities upon, along, and across said land, on, above, and below the surface thereof;
3. the right to dedicate said land to the City of Omaha, or the County of Douglas, State of Nebraska, for street or roadway purposes at any time it shall so elect, and in event of such dedication, the easement herein granted shall terminate.

This easement is made subject to all outstanding rights and to the right of the Grantor to renew such rights, and subject also to all conditions, limitations, restrictions, encumbrances, reservations, and other interests of any person with respect to said land.

It is understood and agreed that the rights herein granted are for the use of the premises above described only for private roadway purposes in order to provide the Grantee, its successors and assigns, and its employes, lessees and persons having business with it or with them, a means of ingress to and egress from the premises adjoining said easement area and owned by the Grantee, and that said rights are not exclusive, but are to be used jointly with the Grantor and

with others to whom the Grantor has given or may give similar rights. It is further understood and agreed that the Grantor, its successors and assigns, shall not be obligated to improve or maintain the premises above described for roadway purposes.

The Grantee, for itself, its successors and assigns, agrees not to park or to permit the parking of vehicles on the premises above described in such manner as unduly to obstruct said premises or to interfere with the use thereof for private roadway purposes as herein contemplated.

The Grantee, for itself, its successors and assigns, agrees to indemnify and save harmless the Grantor, its successors and assigns, against and from any and all loss, liability, damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, which may result from injury to or death of persons whomsoever, or from loss or destruction of or damage to property whatsoever, including, but not limited to, damage to the roadbed, tracks, equipment, or other property of the Grantor, when such injury, death, loss, destruction, or damage grows out of or arises in any manner in connection with or as the result of the use of the land hereinabove described by or the presence thereon of the Grantee's officers, agents, employes, customers, or any other person or persons on said premises with the consent of the Grantee.

The Grantee, for itself, its successors and assigns, agrees not to foul or to permit the fouling of any track of the Grantor located on the land above described, or to permit any condition which will interfere with the safe operation of locomotives, cars, or trains over said land.

The waiver by the Grantor of the breach of any condition, covenant, or agreement herein contained to be kept, observed, and performed by the Grantee and its successors and assigns shall in no way impair the right of the Grantor and its successors and assigns to avail itself of any subsequent breach thereof.

It is expressly made a condition of this easement that if the Grantee, its successors or assigns, shall abandon the premises of the Grantor in the location above described for the purposes of this easement, then and in that event all the rights herein granted shall cease and determine and the title to said premises shall be freed from the burden of said easement; and it is further agreed that nonuser of the premises for a period of five (5) years shall be deemed an abandonment of said premises.

IN WITNESS WHEREOF, the parties hereto have caused

this instrument to be executed in duplicate as of the date first herein written.

Witness:

McThomas

UNION PACIFIC RAILROAD COMPANY,

By: *Officers*

Executive Vice President

Attest:

J. S. [Signature]

(Seal)

Assistant Secretary

Witness:

UNITED STATES STEEL AND CARNEGIE PENSION FUND,

Arthur W. Griffith

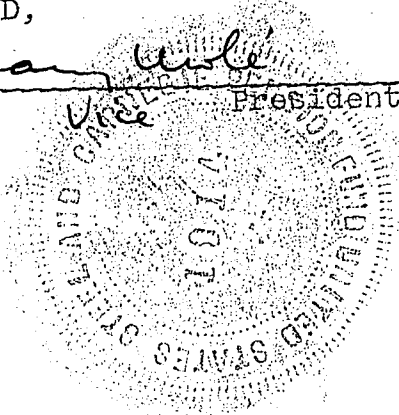
By: *Harry [Signature]*

President

Attest:

Edmund Van [Signature] (Seal)

ASSISTANT Secretary



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STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

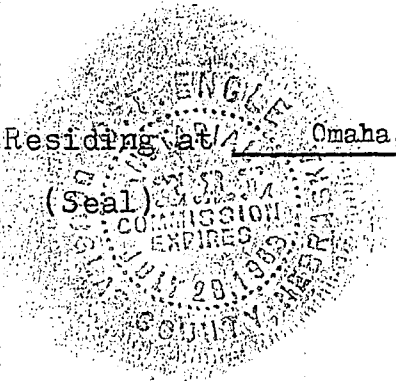
On this 22nd day of June, 1962, before me, a Notary Public in and for said County in the State aforesaid, personally appeared E. Hicks, to me personally known, and to me personally known to be the Executive Vice-President of UNION PACIFIC RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is Executive Vice-President of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said E. Hicks acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires July 28, 1963.

G. P. Engle
Notary Public

Residing at Omaha, Nebraska



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THE GREAT SEAL OF THE STATE OF NEBRASKA
Douglas County
Entered in Numerical Index
for Record in the office of the Register of
Deeds of said County and recorded in
Book 1154 of Deeds
Page 607

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Thomas J. O'Connor
Register of Deeds

By _____
Date 30 _____
N 2-14-12 G.P.N. 5575
Compared _____ Fee _____

2-14-12