

C. D. No. 45892-1

DEED AND AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

WESTCENTRAL COOPERATIVE GRAIN COMPANY

Dated AUGUST 31, 1961.

Covering easement for use of
private roadway in Douglas
County, Nebraska.

DUPLICATE ORIGINAL
WCGCo Copy

8/4/61

THIS DEED AND AGREEMENT, made this 31ST day of AUGUST, 1961, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, and WESTCENTRAL COOPERATIVE GRAIN COMPANY, a corporation of the State of Nebraska, 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 tract of land situate in the South Half (S $\frac{1}{2}$) of Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the north City Limit line of the City of Omaha, and in the north line of Read Street 72.0 feet wide, said point being 40.0 feet distant west, measured at right angles, from the north and south center line of said Section 27;

thence east along said north City Limit line, also the north line of Read Street, which is a straight line parallel with and 782.8 feet distant north, measured at right angles, from the south line of said Section 27, a distance of 80.0 feet, more or less, to a point 40.0 feet distant east, measured at right angles, from said north and south center line of Section 27;

thence north along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said north and south center line of Section 27, a distance of 1035.7 feet, more or less, to the present water line of the Missouri River;

thence northwesterly along the present water line of the Missouri River a distance of 50 feet, more or less, to a point in said north and south center line of Section 27;

thence south along said north and south center line of Section 27 a distance of 527 feet, more or less, to the southeast corner of Government Lot 3 of said Section 27;

thence west along the south line of Government Lot 3 a distance of 40.0 feet, more or less, to a point 40.0 feet distant west, measured at right angles, from said north and south center line of Section 27;

thence south along a straight line parallel with and 40.0 feet distant west, measured at right angles, from said north and south center line of Section 27, a distance of 537.5 feet, more or less, to the point of beginning.

The land above described is shown outlined by yellow lines on the print, dated May 26, 1961, marked "Exhibit A," and attached hereto.

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.

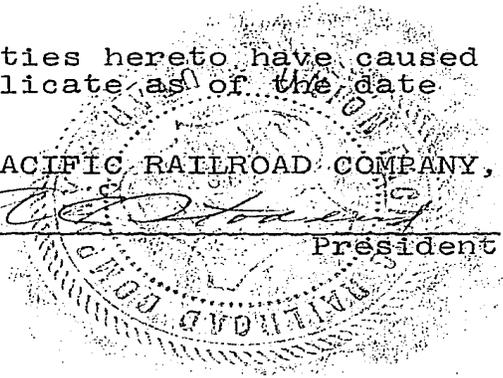
The waiver by the Grantor of the breach of any condition, covenant, or agreement herein contained to be kept, observed, and performed by the Grantee and its successors and assigns shall in no way impair the right of the Grantor and its successors and assigns to avail itself of any subsequent breach thereof.

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 one (1) year 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: UNION PACIFIC RAILROAD COMPANY,
By [Signature]
President

Attest: [Signature] (Seal)
Assistant Secretary



Witness: WESTCENTRAL COOPERATIVE GRAIN COMPANY,
By [Signature]
Vice-President

Attest: [Signature] (Seal)
Assistant Secretary



Comp.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 5th day of September, 1961, before me, a Notary Public in and for said County in the State aforesaid, personally appeared A. E. Stoddard, to me personally known, and to me personally known to be the 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 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 A. E. Stoddard 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. T. Engle
Notary Public

Residing at Omaha, Nebraska



Comp.

Nebr.
Corp.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 27th day of September

A. D. 1961, before me, a Notary Public duly commissioned and qualified in and for said County, personally came

Aksel W. Nielsen, Vice- President

of WESTCENTRAL COOPERATIVE GRAIN COMPANY,

who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as

Vice- President of said WESTCENTRAL COOPERATIVE

GRAIN COMPANY and acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of said WESTCENTRAL COOPERATIVE GRAIN COMPANY.

WITNESS my hand and notarial seal at _____

Omaha

in said County, on the day and

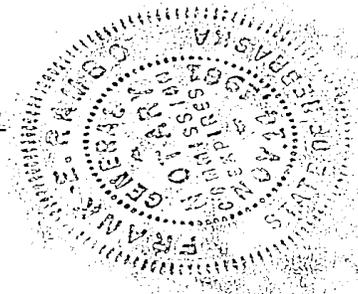
year above mentioned.

My commission expires November 14, 1961.

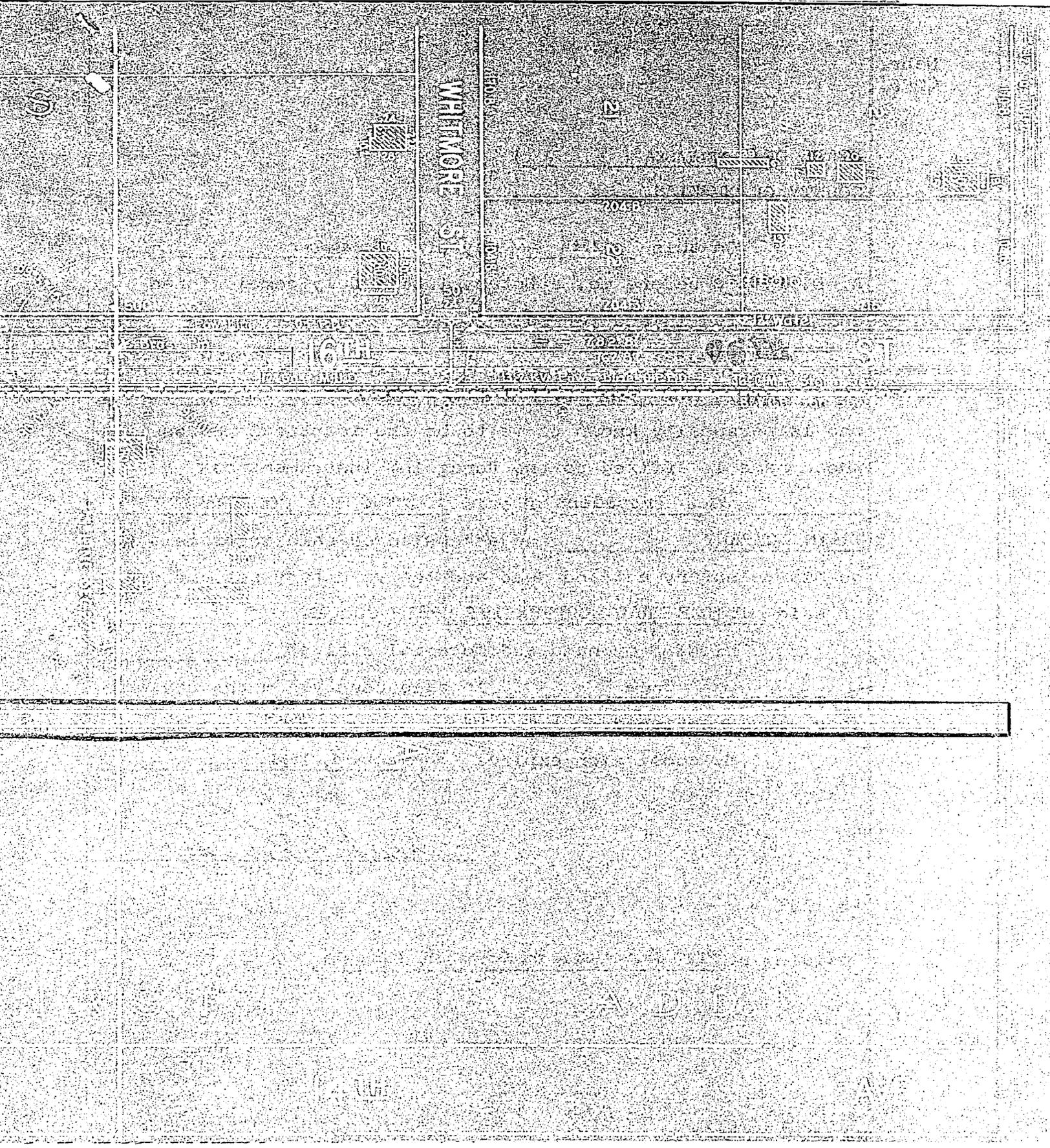
Frank E. Lamb
Notary Public

(Seal)

Residing at 127 No. 34 Street, Omaha 31, Nebraska.



nc



WHITMORE ST

21

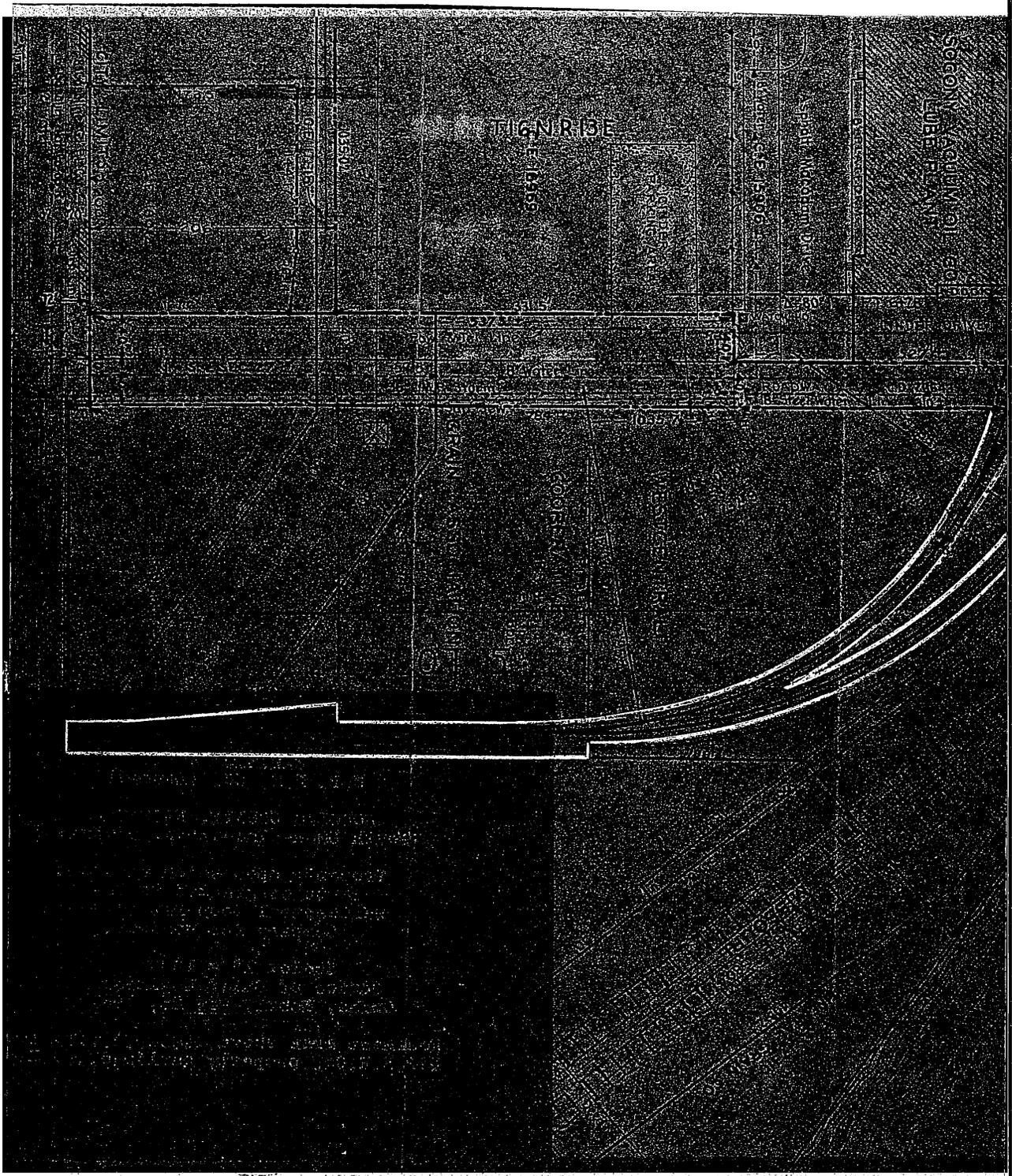
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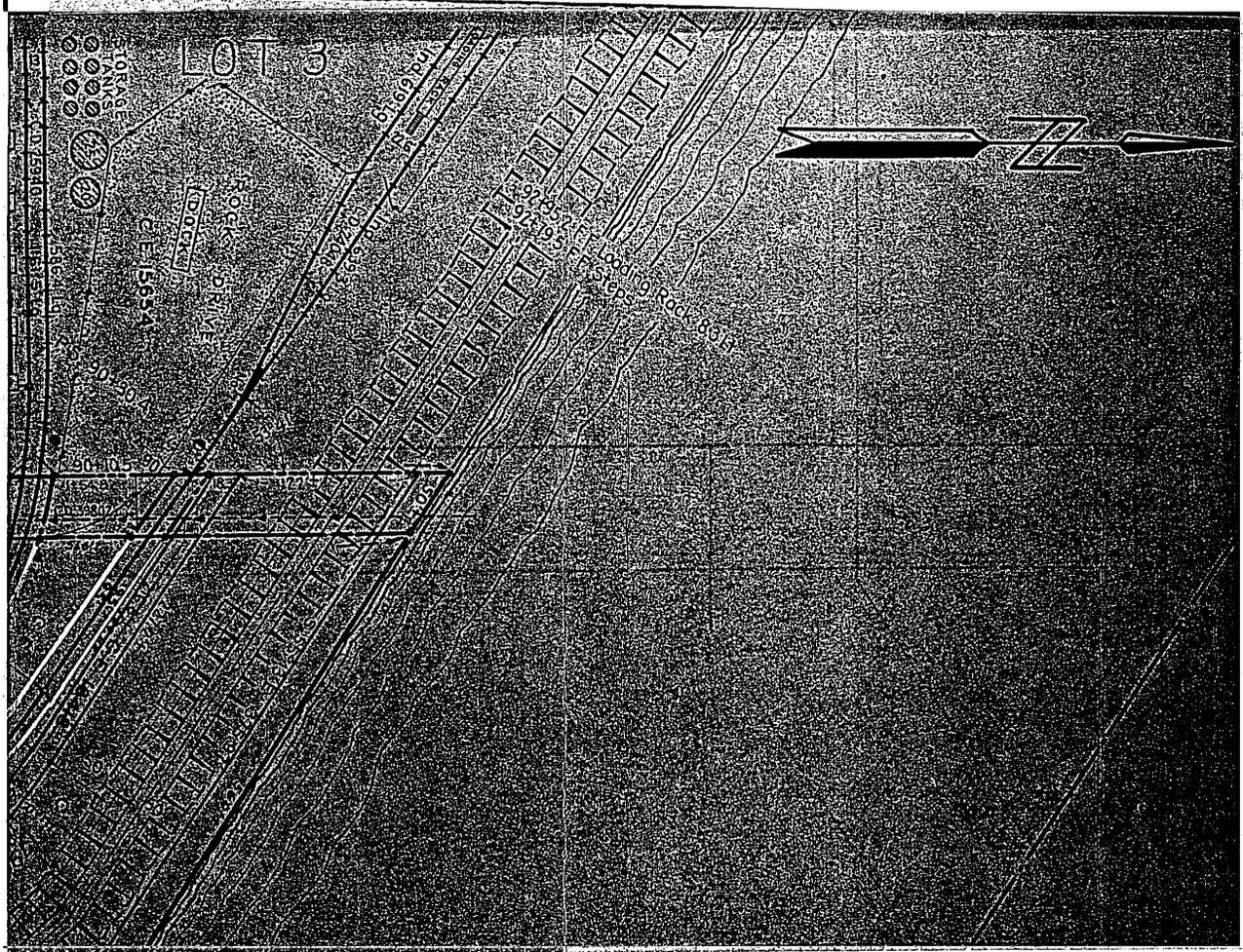


EXHIBIT "A"
 U.P. R.R. CO. (Lessee)
 DOUGLAS COUNTY, NEBRASKA
 (North Omaha Industrial District)

Property upon which easement
 is to be granted to the
 Westcentral Cooperative Grain
 Company for roadway.

Scale: 1" = 100'
 Office of Chief Engineer
 Omaha, Nebr., May 26, 1961

Easement area shown.....Yellow
 U.P.R.R.Co. property outlined.....Red

#25
JWR

RECEIVED

1951 NOV 7 PM 1 20

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

STATE OF NEBRASKA }
Douglas County } ss.
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 1132 of Deeds
Page 5

Thomas J. O'Connor
Register of Deeds

By _____
Dorothy
Frank Dambora
409 Maple Brookly Bldg,
27-6-13 B.F.D.-P.S.
Register _____ Fee 14.25

27-6-13