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THIS AGREEMENT, executed in duplicate this 3rd day of May, 1974, by and between MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation, hereinafter called "Railroad", and the COUNTY OF LANCASTER, a political subdivision of the State of Nebraska, hereinafter called "Licensee", WITNESSETH:

R E C I T A L S:

Licensee desires to establish and maintain a public highway across Railroad's tracks and right-of-way at Mile Post 488-10, in Lancaster County, Nebraska, near Lincoln, to which Railroad is agreeable but solely upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the parties hereto do hereby promise and agree with each other as follows:

1. That Railroad, by these presents, without warranty of title does give unto Licensee, its successors and assigns, license and permission to establish and construct, maintain and use, a public highway, at grade, over, upon and across a parcel or tract of land, hereinafter called "licensed premises", situated in Lancaster County, Nebraska, at Mile Post 488-10, near Lincoln, in the Southeast Quarter of Section 26, Township 10 North, Range 7 East of the Sixth P.M., approximately where shown in heavy blue lines on Railroad's Eastern Division white print, File No. 3-4-408, dated May 12, 1972, revised November 5, 1973, at Kansas City, Missouri, marked Exhibit A, attached hereto as part hereof.

2. It is expressly stipulated, however, that this license and permission are granted solely for the purposes above set out and if the Licensee, its successors or assigns, shall cease to use the licensed premises, or any part thereof, for said purposes, this license and permission as to the portion or portions so abandoned shall expire and terminate at the time each portion, if any, shall be so abandoned; whereupon, Railroad, its successors and assigns, shall have the same complete title to the land as though these presents had never been executed and shall have the right to re-enter thereon and to exclude therefrom Licensee, its successors and assigns.

3. It is expressly understood and agreed between the parties hereto that this grant of right-of-way is made subject and subordinate to the rights of the Railroad, its successors, assigns, lessees and licensees to maintain, operate and renew any telephone, telegraph, power and signal lines and poles, railroad tracks, pipe lines and any other facility of a similar or different character which is presently located on, under or over the licensed premises.

It is further agreed between the parties hereto that the Railroad, its successors, assigns, lessees, and licensees may hereafter construct or install and thereafter maintain, operate and renew any or all of the above-described facilities; provided, however, no such facilities shall be constructed or installed on the licensed premises hereinabove described which will materially interfere with the Licensee's use thereof as herein provided. All such facilities hereafter constructed or installed on the licensed premises shall be constructed or installed in accordance with the

applicable rules and regulations governing such construction or installation; provided further, however, the foregoing conditions for future construction and installation shall not apply to railroad tracks, which Railroad, its successors and assigns, shall have the right to install, construct, maintain and operate on, over or under the licensed premises at any and all times.

4.(a) The Licensee herein, its successors and assigns, except as otherwise hereinafter provided, shall perform all the work incident to establishing and maintaining the highway over Railroad's premises, including grading, drainage, drainage structures and paving, if any, all at Licensee's sole cost and expense.

(b) Railroad shall furnish all labor, material, equipment and supervision for and shall install crossbuck signs, whistle posts, and heavy duty timber crossing between and on either side of the rails to the extent of the width of the crown of the highway embankment.

(c) Licensee hereby expressly stipulates and agrees to reimburse Railroad for any and all sums expended by Railroad in carrying out its work outlined in Sub-section (b) of this Section 4, but not to exceed \$1,000.00.

5. Licensee, its successors and assigns, shall bear all expense incident to maintaining said public highway over the licensed premises, including all expense of maintaining drainage structures and any other appurtenances to said highway, except that Railroad, at Railroad's sole cost, shall maintain that part of the crossing between and on either side of the rails to the end of ties to the extent of the width of the crown of the highway embankment and, as well, the aforementioned whistle posts and crossbuck signs.

6. Licensee agrees to see that the work conducted by it or on its behalf hereunder on and along licensed premises is performed in a manner satisfactory to Railroad's Chief Engineer or his authorized representative (which approval shall not be unreasonably withheld); and that the work is conducted on licensed premises in such manner and at such times as not to delay, interfere with, or obstruct the safe passage of Railroad's trains or the functioning of its signal and communication systems and as well not to damage any property of Railroad, its tenants or licensees.

7. Railroad's grant herein is limited to Railroad's right, title and interest in the licensed premises and no damages shall be recoverable from Railroad because of any dispossession of Licensee by third parties or because of failure of, defect in, or extinction of Railroad's title.

8. Licensee hereby agrees to reimburse Railroad for the cost of repairing or replacing any property of Railroad, damaged or destroyed in connection with the performance of the aforesaid work by Licensee or its employees, agents, contractors, or their representatives.

9. Licensee, at its sole cost and responsibility, shall provide and keep at the highway crossing during the construction thereof such number of flagmen, having approval of Railroad's General Manager, as in such General Manager's opinion shall be required to properly safeguard operations over the crossing.

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10. Licensee shall require any contractor, engaged or employed to perform any work referred to herein on or about any part of licensed premises, to procure and keep in effect during the period of such work Workmen's Compensation Insurance--statutory limit, and contractor's public liability and property damage insurance, covering operations of such contractor or any of his subcontractors incident to or in connection with the performance of said work. Such insurance shall provide for a limit of not less than \$250,000 for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total of \$500,000 for all damages arising out of bodily injuries to or death of two or more persons in any single occurrence, and a limit of not less than \$250,000 for all damages arising out of damage to or destruction of property in any single occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$500,000 for all damages arising out of damage to, or destruction of, property during the annual policy period. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations.

11. This agreement, and all the covenants and provisions thereof, shall inure to and bind each party's legal representatives, successors and assigns.

12. Licensee shall, when returning this agreement to Railroad signed, cause same to be accompanied by such order, resolution or ordinance of the governing body of Licensee, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of Licensee with the power so to do, and that funds are available or will immediately be made available.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first hereinabove written.

WITNESSES:

J.R. Melaney
E.H. Murray

MISSOURI PACIFIC RAILROAD COMPANY

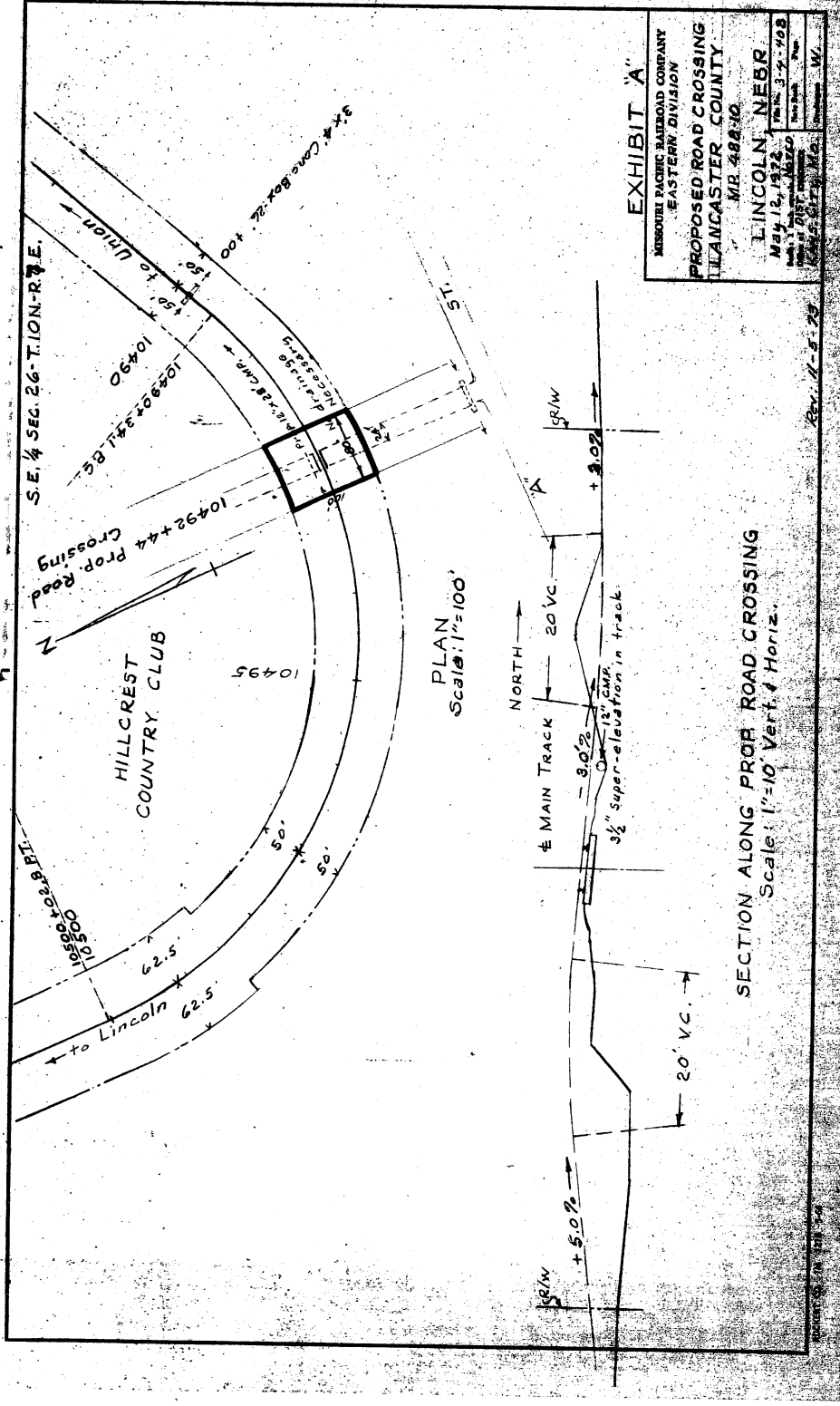
By J.W. Bessner
 Vice President

THE COUNTY OF LANCASTER

John W. Blush
 Commissioner

Jan Harger
 Commissioner

Kenneth D. Bourne
 Commissioner



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INST. NO. 74- 7223

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Ret. to
Pat. O'Brien