

MISCELLANEOUS RECORD No. 7.

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 Sept. 2, 1932.

Residing at Omaha, Nebr.

J. F. Ashby,
Notary Public.

#J. H. Ashby, #
#Douglas County, Nebraska. #
#My commission expires Sept. 2, 1932. #
#Notarial Seal. #
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STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

I On this 7th day of November A.D. 1930, before me, a Notary Public in and for said
n County, personally came Carl M. Haug, who is personally known to me to be the identical per-
d son whose name is affixed to the foregoing instrument as Licensee, and then and there ack-
n nowledged the execution of said instrument to be his voluntary act and deed.

A WITNESS my hand and notarial seal at Papillion in said County, on the
c day and year last above mentioned.

k. My commission expires July 31, 1935.

N #####
e E. S. Nickerson, #
b #Sarpy County, Nebraska. #
r. #Notarial Seal. #
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Residing at Papillion, Nebr.

E. S. Nickerson,
Notary Public.

UNION PACIFIC RAILROAD COMPANY :
and :
GEORGE HAUG AND KARL HAUG. :
Agreement \$2.00 Pd. :
.....

Filed Dec. 26, 1930, 11 a.m.

By Joseph E. Schumann County Clerk.
Harry M. Ross Deputy.

THIS AGREEMENT, made and entered into this Tenth day of December, 1930, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter called "Railroad Company"), party of the first part, and GEORGE HAUG and KARL HAUG of Papillion, Nebraska, (hereinafter called "Licensees"), jointly and severally parties of the second part, WITNESSETH:

RECITALS:

The licensees jointly own land abutting on both sides of the Railroad Company's right of way in the SW $\frac{1}{4}$ of Section 22, Township 14, north, Range 12 East of the 6th P.M., near Papillion, Sarpy County, Nebraska and has heretofore used an existing private road across said right of way at a point approximately 300 feet distant southeasterly (measured along the center line of the Railroad Company's main track) from the west line of said Section 22 as a means for passing from one part of said land to the other. The Licensees desire that said existing private road be abandoned and that a new road be constructed for their use in the location hereinafter described.

AGREEMENT:

NOW THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. CONSTRUCTION AND MAINTENANCE.

The Railroad Company shall, at its own expense, construct, maintain, repair and renew a private road across its said right of way and main track in the location described as follows:

Extending at right angles across said right of way and main track, the center line of said private road intersecting said center line of main track at a point 665 feet northwesterly (measured along said center line of main track) from the south line of said Section 22, the location of said private road being shown by yellow lines on the print hereto

MISCELLANEOUS RECORD No. 7.

attached, dated October 6, 1930, identified as Drug. N.D. 24014-L and marked "Exhibit A".

The construction of said private road by the Railroad Company shall include, among other things, the furnishing and placing of gates in the right of way fences. Said private road together with said gates and other appurtenances thereto, is hereinafter referred to as "Crossing".

Section 2. USE OF CROSSING.

Upon completion of the construction of the Crossing the Licensees shall have the right to use the same for the term of this agreement.

-1-

Section 3. EXISTING ROAD TO BE ABANDONED.

Upon completion of the construction of the Crossing said existing road in the location aforesaid shall be abandoned and the Railroad Company may, at its option, remove the same and restore said right of way to its original condition.

Section 4. MODIFICATION OR RELOCATION OF CROSSING.

The Railroad Company shall have the right to modify the Crossing or to change the location thereof at any time if, in the judgment of the Railroad Company, such modification or change in location is necessitated by a physical change in the Railroad Company's Property or by the requirements of the Railroad Company in the operation of its railroad.

All the terms, conditions and stipulations herein expressed with reference to the maintenance, repair, renewal and use of the Crossing in the location hereinbefore described shall apply to the Crossing as modified or moved to a new location under the terms of this section.

Section 5. CROSSING TO BE A STRICTLY PRIVATE ONE.

It is expressly stipulated that the Crossing is to be a strictly private one and is not intended for public use.

Section 6. GATES TO BE KEPT CLOSED.

The gates affording access to the Crossing shall be kept closed by the Licensees at all times except during the time of actual passage through them onto or from the Crossing.

Section 7. TERMINATION.

In the event of a default by the Licensees in the performance of any of the covenants made by the Licensees hereunder continuing for a period of thirty (30) days after written notice from the Railroad Company specifying such default, the Railroad Company may at its option terminate this agreement on ten (10) days' written notice, and the Licensees shall be without recourse or redress against the Railroad Company by reason of such termination.

Section 8. EFFECTIVE DATE - TERM.

This agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

Section 9. SUCCESSORS AND ASSIGNS.

This agreement shall be binding upon and inure to the benefit of the Railroad Company, its successors and assigns, and the Licensees and the respective heirs, executors, administrators, successors and assigns of each of the licensees; and all the conditions, covenants and agreements herein contained to be kept, observed and performed by the Licensees shall attach to and run with the land of the Licensees abutting said right of way in the location aforesaid.

IN WITNESS WHEREOF, The parties hereto have caused

-2-

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

B. L. Herbert.

UNION PACIFIC RAILROAD COMPANY.

By W. J. Jeffers,
Vice President.

#Union Pacific Railroad Company. #
Utah. #
1897. #
#####

Witness:

E. S. Nickerson,
E. S. Nickerson

Attest:
C. B. Matthal,
Assistant Secretary, UPRR Co.

George Haug,
Karl Haug,
Parties of the second part.

MISCELLANEOUS RECORD No. 7.

413

Approved:
B. M. Williams,
General Manager.

Approved as to form:
W. M. House,
Approved as to execution,
W. M. House,
Attorney.

AK
EJS

Approved:
G. J. Adamson,
Chief Engineer.

-3-

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 10th day of December, 1930, before me, a Notary Public in and for said county in the state aforesaid, personally appeared W. M. Jeffers to me personally known, and to me personally known to be the 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 the 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 W. M. Jeffers 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 Sept. 2, 1932.

Residing at Omaha, Nebr.

#J. H. Ashby, Douglas County, #
#Nebraska. Commission expires #
#Sept. 2, 1932. Notarial Seal. #
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J. H. Ashby,
Notary Public.

STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

On this 10th day of December A.D. 1930, before me, a Notary in and for said County, personally came George Haug and Karl Haug, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument as Licensees, and then and there acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal at Papillion in said County, on the day and year last above mentioned.
My commission expires July 31, 1932.

Residing at Papillion, Nebr.

E. S. Nickerson,
Notary Public.

#E. S. Nickerson,
#Sarpy County, Nebraska, #
#Notarial Seal. #
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STANDARD OIL COMPANY :
to :
HENRY STEFFENS. :
Release of Lease. 90% Pd. :
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Filed Dec. 27, 1930, at 11 A.M.

Joseph J. Adams County Clerk.
W. M. House Deputy.

RELEASE OF LEASE.

KNOW ALL MEN BY THESE PRESENTS:

That Standard Oil Company, a corporation organized under the laws of the State of Nebraska, hereby surrenders and releases all its right, title and interest in, to and under that certain lease of September 5th, 1930, entered into by and between Mr. Henry Steffens as party of the first part, and said Standard Oil Company as party of the second part, covering: