

1-679

effect, to purchase said property from the Lessor, his heirs, executors, administrators, and assigns:

(DELETE ONE)
For the sum of Six Hundred Dollars (\$600.00)"
"OR"

It is further agreed that this lease shall be binding upon the Association and assigns of the Association, and shall inure to the benefit of the Lessor, its successors and assigns. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN TESTIMONY WHEREOF, the parties have executed this instrument in duplicate this day and year first above written.

E. A. Landon (Lessor)
By E. A. Landon, Cass County Agricultural Conservation Association
By Evan H. Armstrong, Chairman, County Committee

ACKNOWLEDGMENT

I, Neil Munkres, do hereby certify that E. A. Landon of Greenwood, Nebraska, and Evan H. Armstrong, Chairman Cass County PMA Committee of Weeping Water, Nebraska, to me known to be the persons who executed the foregoing instrument, personally appeared before me and acknowledged that they executed the same as their free act and deeds; and, in case said instrument was executed on behalf of a corporation, that he as Chairman was duly authorized by the State PMA Committee of Nebraska to execute the said instrument on behalf of said State PMA Committee. Given under me official hand and seal this 4th day of April, 1950.

(NEIL MUNKRES) Notary Public
(NOTARIAL SEAL)

(COMMISSION EXPIRES)
(AUG. 26, 1955 CASS)
(COUNTY, NEBRASKA) My Commission Expires Aug 26, 1955.

AGREEMENT
Chicago, Burlington & Quincy R.R. Co.
to Western Sand & Gravel Company
\$3.25
Filed April 13, 1950 at 1:05 P.M.
Lucille Horn Gaines
Register of Deeds

PRIVATE ROADWAY AND BRIDGE ON THE RIGHT-OF-WAY

THIS AGREEMENT, Made and entered into this 10th day of March, 1950, by and between the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, party of the first part, hereinafter called the "Railroad Company", and the WESTERN SAND & GRAVEL COMPANY, Lincoln, Nebraska, party of the second part, hereinafter called the "Gravel Company",

WITNESSETH:

WHEREAS, The Railroad Company owns right-of-way and operates a railroad in and through Cass County, Nebraska, and the Gravel Company is the owner of lands adjacent to and northeasterly from the Railroad Company's Right-of-way in Lots 3 and 5, Section 13, Township 12 North, Range 10 East, Cass County, Nebraska, and

WHEREAS, the drainage water from the southwest flows across the right-of-way and under the Railroad Company's tracks at Bridge 28.05 & A at South Bend, Nebraska, and thence across the lands of the Gravel Company to the Platte River, and

WHEREAS, the Railroad Company is desirous of maintaining the outlet channel from said Bridge 28.05 & A across the lands of the Gravel Company, and

WHEREAS, The Gravel Company is agreeable to the Railroad Company maintaining said outlet channel across its lands, approximately as indicated in solid red on the attached plat number 1311-99-74 dated March 9, 1950, hereto attached, made a part hereof, and identified by the signature thereon of C.C. Robnett, and

WHEREAS, the Gravel Company is desirous of maintaining and using a private roadway including a bridge across the outlet channel of the Railroad Company's said Bridge 28.05 & A on and along the north-westerly edge of the Railroad Company's right-of-way from the public road crossing at Mile Post 27.81 opposite Nevada Street at South Bend, northwesterly to Mile Post 28.21 - a distance of approximately twenty-one hundred (2100) feet, and

WHEREAS, the Railroad Company is agreeable to the Gravel Company maintaining and using

said bridge and the private roadway on the Railroad Company's right-of-way, as indicated in dashed red on the said attached plat number 1311-99-74,

NOW, THEREFORE, It is agreed by and between the parties hereto as follows:

The Railroad Company will furnish to the Gravel Company at South Bend, Nebraska, without charge to the Gravel Company, a one-span steel roadway bridge to span the outlet channel of Bridge 28.05 & A.

The Railroad Company hereby grants to the Gravel Company the right to construct, maintain, and use the private roadway including said roadway bridge on and along the Railroad Company's right-of-way between said Mile Post 27.81 and 28.21, as indicated in dashed red on said attached plat number 1311-99-74.

The Gravel Company hereby grants to the Railroad Company, if and when the Railroad Company deems it necessary or desirable, the right to enter on the Gravel Company's hereinabove described lands for the purpose of cleaning out and maintaining the outlet ditch from the Railroad Company's said Bridge 28.05 & A to the Platte River, as indicated in solid red on the attached plat 1311-99-74; and to waste the excavated material from said outlet ditch on and along the bank thereof.

The Gravel Company hereby agrees at its own cost and expense to construct and thereafter maintain the said roadway and roadway bridge, and; if and when the Railroad Company deems it necessary, to raise said roadway bridge to provide additional drainage opening to approximate that of the Railroad Company's Bridge 28.05 & A.

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Private Roadway and Bridge on the ROW,  
Western Sand and Gravel Company,  
MP 27.81 - 28.21, South Bend, Nebr.

The Gravel Company agrees, for itself, its successors and assigns, that it will at all times protect, indemnify, and save harmless the Railroad Company from all claims, damages, judgments, losses, costs, and expenses for injury to or death of any person, or the loss of or damage to the property of any person or persons whomsoever, including the Railroad Company, its agents and employees, and including the Gravel Company, its agents and employees, in any manner arising out of the construction, maintenance, use and/or removal of said roadway and roadway bridge.

The Railroad Company for itself, its successors and assigns, agrees that it will at all times protect, indemnify, and save harmless the Gravel Company for all claims, demands, judgments, losses, costs, and expenses for injury to or death of any person, or the loss of or damage to the property of any person or persons whomsoever, including the Gravel Company, its agents, employees, and including the Railroad Company, its agents and employees, in any manner arising out of the cleaning out and/or maintenance of said outlet ditch on the lands of the Gravel Company.

This license shall take effect as of the date hereof, and shall remain in force and effect for a period of one (1) year and thereafter until terminated by mutual consent of the parties hereto.

If and when the Gravel Company finds this roadway and roadway brige of no further use to it, the Gravel Company will notify the Railroad Company in writing to that effect, and will, if the Railroad Company so demands, clear the right-of-way to the satisfaction of the Railroad Company; and the material in the roadway bridge shall revert to the Railroad Company.

The Gravel Company, for itself, its successors and assigns, agrees that the rights granted to the Burlington to enter on its said lands for the purpose hereinabove stated, shall run with the title to said real estate and be binding upon the Gravel Company's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

APPROVED:

As to Form  
P. C. Pufferer  
Assistant to General Counsel

As to Property Interests,  
J. W. Killey  
General Land Agent

As to Description,  
C. J. Robnett  
Assistant Chief Engineer

Office of the  
Assistant Chief Engineer,  
Lincoln, Nebraska.

Private Roadway and Bridge on the ROW,  
Western Sand and Gravel Company,  
MP 27.81 - 28.21, South Bend, Nebr.

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF LANCASTER )

Be it remembered that on the 28th day of March, 1950, before me, the undersigned Notary Public, duly qualified and acting within and for said County, there personally appeared Hugh L. Sherwood, to me known to be the identical person who executed the above and foregoing agreement as President of the Western Sand & Gravel Company, and who acknowledged to me that the execution thereof was his own free voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 28th day of March, 1950.

CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY,

By H. E. Hinshau  
General Manager

Title

WESTERN SAND & GRAVEL COMPANY,

By Hugh L. Sherwood

Title President

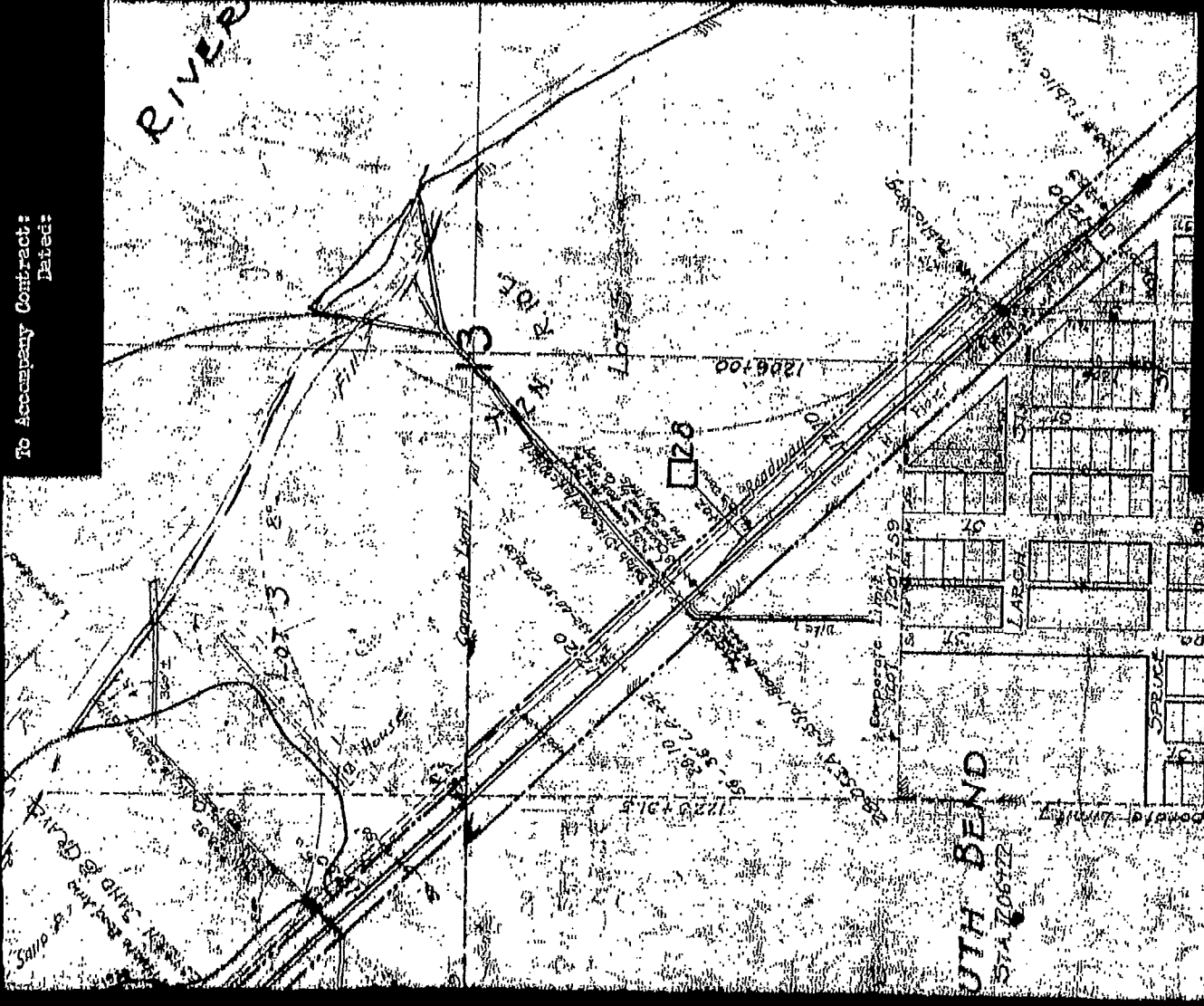
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25563 XXX-EEB PENDING CO. OMAHA, KAN.

(GLENN P. BAHR )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(NOV. 1, 1954 )  
(STATE OF NEBRASKA )

Glenn P. Bahr  
Notary Public

My Commission Expires 11-1-54.  
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To Accompany Contract:  
Dated:

G.E. & C.P.R. Co.  
Omaha Division

Roadway and Bridge  
on the Right of Way  
for

WESTERN SAND & GRAVEL CO.

U. P. 27.81 - 28.21

SOUTH BEND

Cass County, Nebraska

Scale 1" = 400'

Office of Assistant Chief Engineer  
Lincoln, Nebraska, March 9, 1950

Correct:  
*E. C. Robert*  
Assistant Chief Engineer

1311-99-74

