MP 84. Form 4040

PIPE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, August 20, 19 56, Witnesseth:

1. The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee (a [illegible] corporation), to be addressed at 66th Street, Lincoln, Nebraska (Legal address in Nebraska, corporation, or corporation and state wherein incorporated), hereby accepts, permission to install, keep and use, for conveying [illegible] the Licensee's own [illegible] (number) certain [illegible] (Description of existing) continuous line of [illegible] and such fixtures, pipe, 15 inches in diameter, and appurtenances, including [illegible], herein called Pipe Line, on the Carrier's property, herein called Premises. Pipe Line will be used

as a Sanitary Sewer

[illegible] (Right of way) in 66th Street, Lincoln, T. , R. , Lancaster County (County or parish) Nebraska (State) (place). Pipe Line shall intersect Carrier's existing [illegible] of Section . Approximate location of Pipe Line is indicated by [illegible] line on Exhibit A attached hereto as part hereof.

1. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of Pipe Line at least [illegible] feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything [illegible], to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay difference; if more, Carrier shall repay difference. Licensee, when returning this license (signed) shall pay to Carrier ten dollars for preparing it. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, plus 10% to cover accounting and supervision, Carrier's cost price of all materials f. o. b. Carrier's rails, plus 10% to cover handling and accounting, plus freight at tariff to point of use, and excise taxes applicable to said labor and materials. Carrier may connect with and discharge sewage into Pipe Line while serving as sewer.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorney's fees), losses and expenses, in any manner resulting from or arising out of the laying, maintenance, renewal, repair, use or existence of Pipe Line, including the breaking of the same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe Line and the contents thereof regardless of how caused.

3. Term hereof shall begin with August 20, 1956, and continue thereafter until concluded (1st) by expiration of thirty days following serving by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd), at Carrier's election without further notice, by expiration of six months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line (b) within thirty days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited, postage prepaid, in U. S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily, or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

Witness:
E. L. Potter
E. H. Stewart

Attest:
[illegible]
Secretary

[illegible] PACIFIC RAILROAD COMPANY
By R. R. Hunt
Vice President-Operation

SANITARY DISTRICT NO. 1 LINCOLN, LANCASTER CO., NEBR.

46157

SANITARY IMPROVEMENT DISTRICT NO. 1
By [illegible] (Seal)
President

SANITARY DISTRICT NUMBER ONE

OF LANCASTER COUNTY, NEBRASKA

1020 FEDERAL SECURITIES BUILDING

LINCOLN 8, NEBRASKA

TELEPHONE 2-2447

TRUSTEES:
HENRY J. AMEN, CHAIRMAN
W. M. STONER, SECRETARY
GEORGE A. KNIGHT
N. C. VANDENDER
J. MAX HA[illegible]

ATTORNEY
MAX KIE[illegible]

SEWAGE TREATMENT PLANT
22ND AND THERESA
M. G. FITZSIMMONS, SUPT.

MO. PAC. R.R. CO.
RECEIVED
NOV 17 1956
OFFICE OF SUPERINTENDENT
FALLS CITY

November 16, 1956

Mr. R. D. Morris
Superintendent
Missouri Pacific R.R. Co.
Falls City, Nebraska

Dear Sir:

In answer to your letter of November 6, 1956, herewith is the excerpt of the Minutes of October 18, 1956,

"Stoner moved, Harding seconded that the Chairman and Secretary be authorized to sign the Missouri Pacific R. R. license for crossing under their track and right-of-way on 66th Street. Motion carried unanimously."

Very truly yours,

SANITARY DISTRICT NO. ONE OF
LANCASTER COUNTY, NEBRASKA

T. C. Kelsey
Office Engineer

TCK:vmb

46057

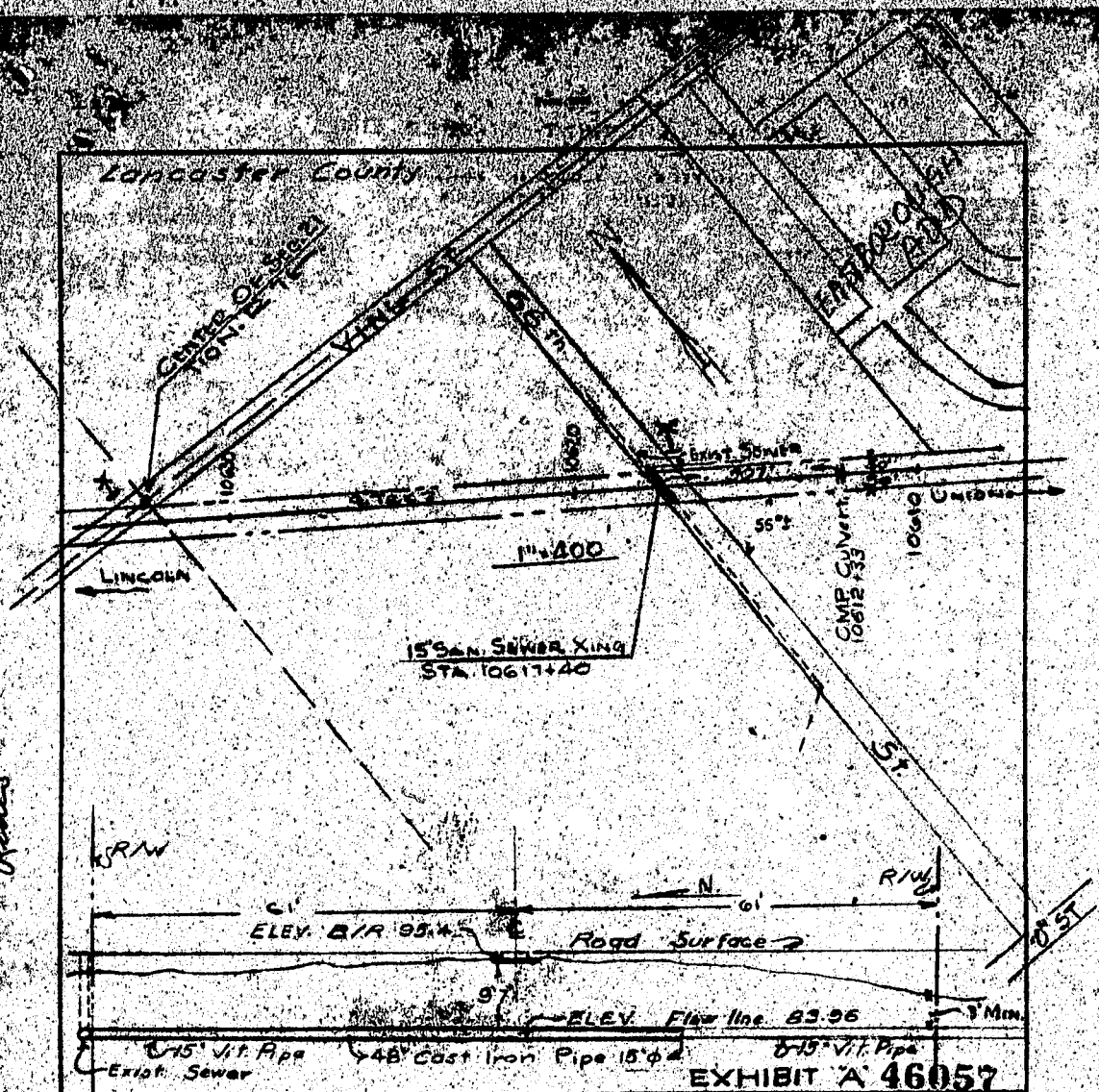

EXHIBIT "A" 46057

MISSOURI PACIFIC LINES
OMAHA DIVISION
15" Sanitary Sewer X-ing
City of Lincoln, Nebraska
LINCOLN, NEB.

July 25, 1956

Scale: 1 inch equals Noted
Office of Asst. Engineer
Falls City, Neb.

File No. C-2046
Note Book Page
Draftsman Murray
556-260

Missouri Pacific R.R.Co.
66TH STREET, 21-10-7
With Sewer Crossing

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