

# Miscellaneous Record No. 14

HARLEY E. HANSON & WF. :  
 TO :  
 LYMAN-RICHEY SAND & GRAVEL CORP. :  
 Easement \$2.35 paid ----- : ^

Filed February 14, 1950 at 8 o'clock A. M.

Ray W. Curtis  
 County Clerk

### AMENDED EASEMENT

THIS AGREEMENT made as of this first day of January, 1950, between HARLEY E. HANSON and his wife, DASIE D. HANSON, hereinafter referred to as "Owners", and LYMAN-RICHEY SAND & GRAVEL CORPORATION, hereinafter referred to as "Company", WITNESSETH:

WHEREAS, under date of March 5, 1945, the parties hereto entered into an easement agreement for a 50 foot right-of-way to Company from Owners across the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and Government Lot Three (3), all in Section 27, Township 13, Range 13, Sarpy County, Nebraska, said right-of-way to run from east to west across the above described tract and approximately 1500 feet south of the county road which runs generally east and west along the center line of Section 27; and,

WHEREAS, the parties are desirous of changing the location of this right-of-way easement in its relation to its location south of the aforementioned county road.

NOW, THEREFORE, it is agreed that Section 1 of the said easement agreement of March 5, 1945, recorded at Book 14, Miscellaneous Records, Page 247, Sarpy County, be amended to read as follows:

"1. The First Parties in consideration of the covenants and agreements hereinafter made by the Second Party hereby covenant that said Second Party shall have the sole and exclusive easement for a right-of-way across the said First Parties' above described land, the exact extent and location of said easement and right-of-way being shown more in detail by blueprint attached hereto and hereby made a part hereof, the said easement and right-of-way being fifty (50) feet wide and extending across the First Parties' above described land from east to west commencing approximately 900 feet south of the county road (connecting county highways No. 75 and that known as 36th street) and running from said point slightly south of due west to the point of junction with the west line thereof approximately 950 feet south of the above referred to county road."

It is agreed that except as herein amended, all the terms and provisions of the easement agreement of March 5, 1945.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

Harley E. Hanson  
 Dasie L. Hanson

First Parties - Owners

LYMAN-RICHEY SAND & GRAVEL CORPORATION

By Fred P. Curtis, President

Attest: J. R. Burke, Secretary

Second Party

\*\*\*\*\*  
 LYMAN-RICHEY SAND & GRAVEL CORPORATION  
 DELAWARE 1935 CORPORATE SEAL  
 \*\*\*\*\*

STATE OF NEBRASKA )  
 COUNTY OF CUSTER ) ss.

On this 2nd day of February, 1950, before me, a Notary Public in and for said county, personally came the above named Harley E. Hanson and Dasie D. Hanson, first parties named therein, who are personally known to me to be the identical persons whose names are affixed to the above Easement Amendment and acknowledge the instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

\*\*\*\*\*  
 J. V. DEVINE NOTARIAL SEAL  
 CUSTER COUNTY, NEBRASKA  
 COMMISSION EXPIRES FEB. 28, 1953  
 \*\*\*\*\*

J. V. Devine, Notary Public

STATE OF NEBRASKA )  
 COUNTY OF DOUGLAS ) ss.

On this 7th day of February, 1950, before me, a Notary Public in and for said county, personally came the above named Fred P. Curtis, President of Lyman-Richey Sand & Gravel Corporation, and J. R. Burke, Secretary of Lyman-Richey Sand & Gravel Corporation, who are personally known to me to be the identical persons whose names are affixed to the above Easement Amendment as President and Secretary of said corporation and acknowledge the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

F. W. Bahr, Notary Public

\*\*\*\*\*  
 F. W. BAHR GENERAL NOTARY  
 STATE OF NEBRASKA  
 COMMISSION EXPIRES APR. 10, 1951  
 \*\*\*\*\*