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AMENDED EASEMENT

This AGREEMENT made, as of this 11<sup>th</sup> day of December, 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 fifty (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, recorded in Book 14, Miscellaneous Records, page 247, Sarpy County, Nebraska, and

WHEREAS, the said parties entered into an Amended Easement, under date of January 1, 1950, and recorded in Book 14, Miscellaneous Records, page 294, Sarpy County, and

WHEREAS, parties are desirous of further amending said Easement to increase its width and alter slightly its location,

AND THEREFORE, it is agreed: \* 8

1. That Section 1 of the said Easement Agreement of March 5, 1945, as amended by the Amended Easement of January 1, 1950, 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 the blue-print attached hereto and hereby made a part hereof, the said easement and right-of-way being seventy (70) feet wide and extending across the first parties' above described land from east to west, commencing approximately nine hundred feet (900) south of the County road (connecting County Highway #75 and that known as 36th Street), and running from said point

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slightly south of due west to the point of junction with the west line thereof, approximately nine hundred and fifty (950) feet south of the above referred to county road, the north line of said easement to be forty-seven (47) feet north of the center line of the railroad track now located on said easement and the south line twenty-three (23) feet south of the center line of said railroad track as now located. It is agreed, however, that second party may assign or grant a sub-easement to the Missouri Pacific Railway Company in Nebraska of such portion as it may wish for the construction of a side track. It is further agreed that second party in order to use its road on said easement paralleling the railroad track, shall have the right to use the 66-foot roadway along the east side of Owner's property above described from its junction with the county road down to the easement herein granted.

It is agreed that except as herein amended, all of the terms and provisions of the Easement Agreement of March 5, 1945, as amended January 1, 1950, shall remain in full force and effect.

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

Harvey E. Hanson  
HARVEY E. HANSON

Dale D. Hanson  
DALE D. HANSON

First Parties-Owners

LYMAN-HIGNEY SAND & GRAVEL CORPORATION

By Earl Shurtz  
President

Attest: J. J. Bence  
Secretary

Second Party

(Corporate  
Seal)

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STATE OF NEBRASKA )  
COUNTY OF Cass ) SS

Now, on this 7<sup>th</sup> day of December, 1955,  
before me, a Notary Public, in and for said county, personally  
came the above named Harley E. Hansen and Basie L. Hansen, first  
parties named herein, who are personally known to me to be the  
identical persons whose names are affixed to the above amended  
Easement, and acknowledge the instrument to be their voluntary  
act and deed.

WITNESS my hand and notarial seal the date last  
aforesaid.

J. V. [Signature]  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS

In this 12<sup>th</sup> day of December, 1955,  
before me, a Notary Public, in and for said county, personally  
came the above named Fred E. Curtis, President of Lyman-Fickey  
Land & Gravel Corporation, and J. E. Burke, Secretary of said  
Corporation, who are personally known to me to be the identical  
persons whose names are affixed to the above amended Easement,  
as President and Secretary, respectively, of said corporation,  
and acknowledged the instrument to be their voluntary act and  
deed as said officers and the voluntary act and deed of said  
corporation.

WITNESS my hand and notarial seal the date last  
aforesaid.

J. H. [Signature]  
Notary Public

Prepared for

MEYER SAND & GRAVEL CO.

BY

W. SCHWARTZ

PHOENIX, ARIZ.