

PROJECT NO. F-91-7(102)

LOCATION: BLAIR WEST

R.R.M.P. 14.52

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532
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to own
tract

STATE OF NEBRASKA COUNTY OF WASHINGTON DEPT. OF REVENUE
RECORDED IN PUBLIC OFFICE AND FILED FOR RECORD
THIS 19th DAY OF October A.D. 1995
AT 12:35 O'CLOCK P.M. AND RECORDED IN BOOK
245 AT PAGE 332-541
COUNTY CLERK Charlotta L. Peterson
RECEIVED Ramon Madison

CHARLOTTE L. PETERSON
WASHINGTON COUNTY CLERK
BLAIR NEBR.

95 OCT 19 AM 8:25

FILED

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO AND NORTHWESTERN RAILWAY COMPANY, GRANTOR, for and in consideration of the sum of \$1,512.00 to it paid by the STATE OF NEBRASKA, DEPARTMENT OF ROADS, GRANTEE, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, a PERMANENT EASEMENT for highway purposes hereinafter called highway over, upon and across premises located in Washington County, State of Nebraska, as described on Exhibit "A" and shown on Exhibit "B" both attached hereto and made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes.

ALSO RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means, of electricity, voice data, video, digitized information, or other materials or information, including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for highway purposes, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and preexisting drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and preexisting drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

Whenever or wherever such revisions are undertaken by the Grantor, the Grantor agrees to furnish to the State a drawing showing the present and proposed location of the existing facilities being adjusted.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said highway on said premises.

5. For so long as this easement shall survive, all contracts between the Grantee and its contractor, for either the construction herein provided for or maintenance work on the highway within any easement area described herein or shown on the exhibit attached hereto, shall require the contractor to protect and hold harmless the Grantor and any other railroad company occupying or using the Grantor's right of way or lines of railroad against all loss, liability and

damage arising from activities of the contractor, its forces or any of its subcontractors or agents; and shall further provide that the contractor shall:

A. Furnish to the Grantor a railroad protective liability policy in the form provided by Federal-Aid Policy Guide, 23 CFR 646A, or as such form may be hereafter amended or supplanted, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence, and, subject to that limit a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000.00), for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of or loss or destruction of or injury or damage to property during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State in which the work is to be performed, shall be in the form and substance satisfactory to the Grantor and shall be delivered to and approved by the Grantor prior to the entry upon or use of its property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as authorized by Federal rules and regulations.

B. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in Federal-Aid Policy Guide, 23 CFR 646A, or as such form may be hereafter supplanted or amended, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000.00) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property

Damage Insurance executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to the Grantor, shall be delivered to and approved by the Grantor prior to the entry upon or use of the Grantor's property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as authorized by Federal rules and regulations.

The State shall require its contractor or any of its subcontractors to carry a Business Automobile Insurance Policy or equivalent policy with minimum limits of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence on all vehicles which the contractor or subcontractors, their agents or employees may use at any time in connection with the performance of the work on this project. A certified copy of the policy providing said Business Automobile Insurance executed by a corporation qualified to write the same in the state in which the work is to be performed, in form and substance satisfactory to the Company, shall be delivered to and approved by the Company prior to the entry upon or use of the Company's property by the Contractor.

The State shall require its contractor or any of its subcontractors to carry Worker's Compensation Insurance as required by State Law and Section 107.12 and 107.13 of the "State of Nebraska, Department of Roads 1985 Standard Specifications for Highway Construction" or any supplements or amendments thereto.

If the Grantee, its contractor(s), subcontractors or agents, in the performance of the work herein provided, or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the Grantor, such damage or destruction shall be corrected by the Grantee in the event its contractor(s) or the insurance carriers fail to repair or restore the same.

6. The Grantee, in its acceptance hereof to the extent and in the manner allowable under applicable law, indemnify and save harmless the Grantor from and against all lawful claims, demands, judgements, losses costs and expenses, for injury to or death of the person or loss or damage to the property of any person or persons whomsoever, including the parties hereto, their employees or independent contractors, in any manner arising from or growing out of the acts of omissions, negligent or otherwise of the Grantee, its successors, assigns

licensees and invitees or any person whomsoever, in connection with the entry upon, occupation or use of said premises herein described, including, but not limited to that of the location, construction, operation, restoration repair, renewal or maintenance of said roadway upon the herein described premises or otherwise. Notwithstanding the forgoing, nothing herein contained is to be deemed or construed as an indemnification against the sole negligence of the Grantor, its offices, employees or agents.

7. The Grantee shall, or shall require its contractor to, notify the Grantor a sufficient time in advance whenever the Grantee or its contractor is about to perform work on or adjacent to Grantor's right of way and tracks to enable Grantor to furnish flagging and such other protective service as might be necessary and Grantee shall reimburse Grantor for the cost thereof.

8. The Grantee or it's contractor(s) shall telephone the Grantor's communication Network Control Center at 800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or it's contractor(s) will contact the telecommunications company(ies) involved, and make arrangements with the company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

9. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purposes whatsoever, shall immediately cease and the said Grantor, its successors and assigns, may, at its or their option, reenter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said Chicago and NorthWestern Railway Company has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the 3RD day of OCTOBER, 1995.

ATTEST:

CHICAGO AND NORTHWESTERN
RAILWAY COMPANY

C. W. Saylor

By: [Signature]
Director - Real Estate

Title: _____



STATE OF NEBRASKA
DEPARTMENT OF ROADS

Thomas A. Wain
Deputy Director-Planning
and Administration

PLN14-S.G

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of October, 1995 before me a Notary Public
duly commissioned and qualified in and for said County, personally came
D.H. Lightwine of said corporation, and they have
acknowledged this instrument to be their voluntary act and deed, and the
voluntary act and deed of said corporation.

WITNESS my hand and notarial Seal, the day and year last above written.

Milli M. Scheer
Notary Public

My Commission expires the 17th day of August 1997.

PLN4-S.G



PROJECT: STPD-BH-91-7(102) C.N.: 20569 WASHINGTON COUNTY TRACT: 2001

PERMANENT EASEMENT

A TRACT OF LAND FOR HIGHWAY PURPOSES LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTHERLY A DISTANCE OF 637.36 FEET ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO A POINT ON THE NORTHERLY EXISTING HIGHWAY 91 RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ON A 1860.08 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 152 DEGREES, 34 MINUTES, 52 SECONDS LEFT, A DISTANCE OF 86.47 FEET, SUBTENDING A CENTRAL ANGLE OF 002 DEGREES, 39 MINUTES 49 SECONDS ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY DEFLECTING 017 DEGREES, 45 MINUTES, 20 SECONDS RIGHT, A DISTANCE OF 37.10 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ON A 1129.00 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION TO THE INITIAL TANGENT BEING 000 DEGREES, 00 MINUTES, 00 SECONDS A DISTANCE OF 198.00 FEET, SUBTENDING A CENTRAL ANGLE OF 010 DEGREES, 02 MINUTES 54 SECONDS ALONG SAID RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 146 DEGREES, 51 MINUTES, 09 SECONDS RIGHT, A DISTANCE OF 70.59 FEET TO A POINT ON THE WESTERLY CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY RIGHT OF WAY LINE; THENCE NORTHEASTERLY DEFLECTING 038 DEGREES, 00 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 175.04 FEET TO A POINT ON THE NORTHERLY EXISTING HIGHWAY 91 RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 0.11 ACRES, MORE OR LESS.

539

EXHIBIT "A"

PROJECT: STPD-BH-91-7(102) C.N.: 20569 WASHINGTON COUNTY TRACT: 2002

PERMANENT EASEMENT

A TRACT OF LAND FOR HIGHWAY PURPOSES LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTHERLY A DISTANCE OF 412.97 FEET ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO A POINT ON THE SOUTHERLY EXISTING HIGHWAY 91 RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ON A 1257.00 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION TO THE INITIAL TANGENT BEING 135 DEGREES, 25 MINUTES, 13 SECONDS LEFT, A DISTANCE OF 182.59 FEET, SUBTENDING A CENTRAL ANGLE OF 008 DEGREES, 19 MINUTES 22 SECONDS TO A POINT ON THE EASTERLY CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 019 DEGREES, 46 MINUTES, 42 SECONDS RIGHT, A DISTANCE OF 118.50 FEET TO A POINT ON THE WESTERLY CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 122 DEGREES, 03 MINUTES, 20 SECONDS RIGHT, A DISTANCE OF 22.76 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTHERLY ON A 1960.08 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION TO THE INITIAL TANGENT BEING 000 DEGREES, 00 MINUTES, 00 SECONDS A DISTANCE OF 17.13 FEET, SUBTENDING A CENTRAL ANGLE OF 000 DEGREES, 30 MINUTES 02 SECONDS TO A POINT ON THE SOUTHERLY EXISTING HIGHWAY 91 RIGHT OF WAY LINE; THENCE NORTHEASTERLY ON A 1195.00 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 041 DEGREES, 30 MINUTES, 33 SECONDS RIGHT, A DISTANCE OF 173.39 FEET, SUBTENDING A CENTRAL ANGLE OF 008 DEGREES, 18 MINUTES 48 SECONDS ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE EASTERLY NORTHEAST RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 149 DEGREES, 17 MINUTES, 41 SECONDS RIGHT, A DISTANCE OF 113.93 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 0.17 ACRES, MORE OR LESS.

10' Curve
10' Radius
10' Grade
See Sheet 25.

STATION 541.00
Sta. 540.75 to
Sta. 541.25 ft.
Four Approx Stations
From 0.25 ft.

STATION 541.00
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From 0.25 ft.

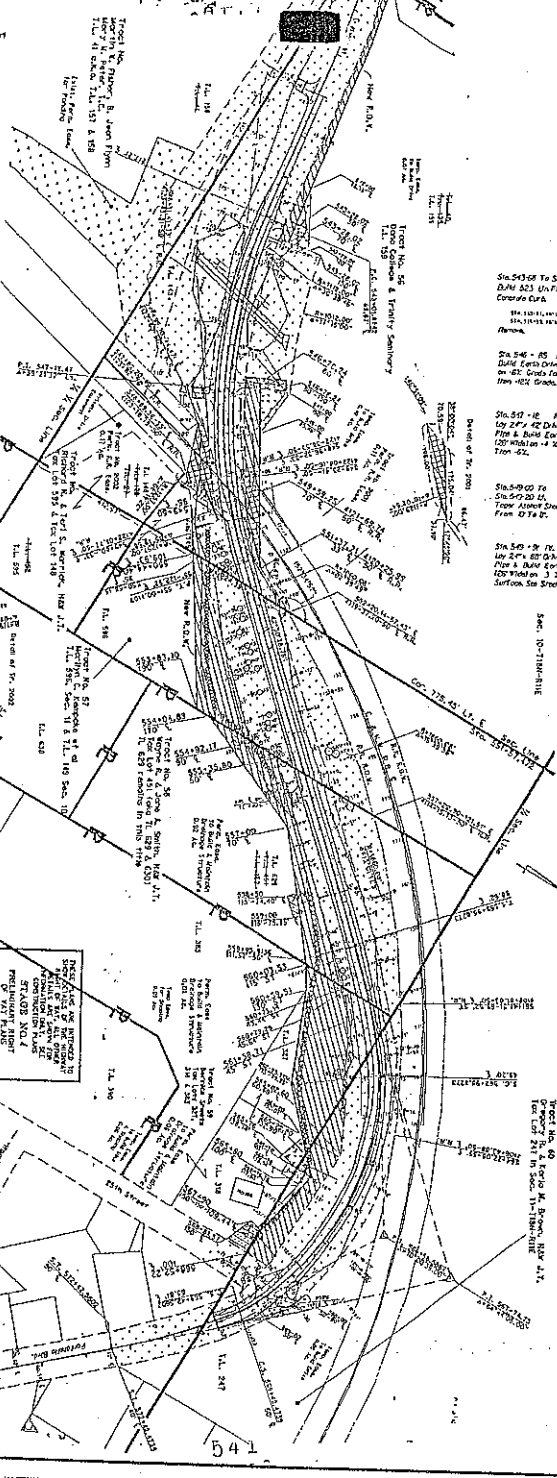
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From 0.25 ft.

STATION 541.00
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Sta. 541.25 ft.
Four Approx Stations
From 0.25 ft.

EXHIBIT "B"

NO.	DATE	BY	REVISION
1	11/11/11	J. B. BROWN	ISSUED FOR CONSTRUCTION
2	11/11/11	J. B. BROWN	REVISED TO SHOW 11'-0" CURVE
3	11/11/11	J. B. BROWN	REVISED TO SHOW 11'-0" CURVE
4	11/11/11	J. B. BROWN	REVISED TO SHOW 11'-0" CURVE
5	11/11/11	J. B. BROWN	REVISED TO SHOW 11'-0" CURVE

530

541