

53206

AMENDMENT
TO
EASEMENT

This Agreement made and entered into this 22nd day of September, 1994, by and between Capital Sports Foundation, a Nebraska Corporation ("Foundation,") and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, ("District.")

WHEREAS, Foundation is the owner of certain land described on Exhibits "A" and "B" attached hereto being all of Lot 38 and part of Lot 40, Irregular Tracts in Section 27, Township 11 North, Range 7 East, Lancaster County, Nebraska, hereinafter "Foundation's Premises."

WHEREAS, Foundation's predecessors in title granted to District's predecessors easements over a portion of the Foundation's Premises, such Easements described in Exhibits "C" and "D" attached hereto and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska in Book 288, pages 148 and 149 and Book V, Page 48, respectively hereinafter "Easements."

WHEREAS Foundation's predecessors in title reserved the right to utilize the Foundation's Premises for agricultural or grazing purposes and to construct and maintain such fences or other improvements as the Foundation may decree;

WHEREAS, Foundation Premises have been and are being developed as a sports complex and for related recreational purposes; and

WHEREAS, Foundation and District desire to amend the Easements by providing that the reservation set forth in said Easements shall further include the development and use of the Foundation's Premises as a sports complex with uses including but not limited to baseball fields, softball fields, soccer fields, tennis courts and related recreational purposes.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby amend the said Easements by further reserving to Foundation, subject to said Easements previously granted, the further right to develop and use the Foundation's Premises as a sports complex with uses including but not limited to baseball fields, softball fields, soccer fields, tennis courts and related recreational purposes. Provided however, that Foundation hereby releases and discharges

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the District from all claims, liabilities, damages, and expenses to any improvements constructed or installed by Foundation its affiliates, agents, lessees, or any other entity or person in the areas described in the Easements and further agrees to indemnify fully and hold and save harmless the District from any and all actions, causes of action, claims, demands, liabilities, damages and expenses which the District may sustain or incur by reason of any claim of any person for injuries sustained while participating in any recreational activities permitted or allowed to occur in the areas described in the Easements.

The Easements and this Amendment shall run with the land and attach thereto, and shall be binding upon the parties hereto and their successors and assigns.

CAPITAL SPORTS FOUNDATION

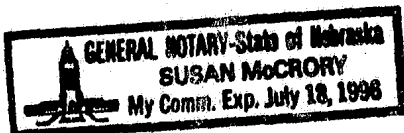
By: Richard Edwards
President

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

By: Glen Johnson
Title: General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of September, 1994 by Richard A. Edwards as President of Capital Sports Foundation.

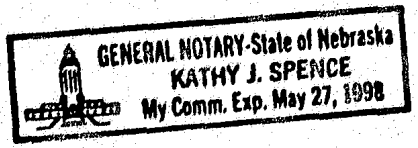


Susan McCrory
Notary Public

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STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this
22nd day of Sept., 1994 by Glenn D. Johnson as Manager of
the Lower Platte South Natural Resources District.



Kathy J. Spence
Notary Public

EXHIBIT A

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A tract of land located in the South One-Half of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Southwest Corner of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; Thence N 00° 00' 00" E, an assumed bearing, and on the West Line of the Southwest Quarter of said Section 27, a distance of 1429.67 feet; Thence S 88° 17' 23" E, a distance of 3109.95 feet; Thence S 00° 00' 00" W, a distance of 1370.63 feet to a point on the South Line of said Section 27; Thence N 89° 22' 39" W, and on the South Line of Section 27, a distance of 3103.75 feet to the Place of Beginning and said tract contains 99.92 acres, more or less, which also contains 1.08 acres, more or less of County Road Right-of-Way.

EXHIBIT B

A boundary description of a tract of land located in the South Half of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described by metes and bounds as follows:

Referring to the Southwest Corner of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; Thence N 00° 00' 00" E, (an assumed bearing), and on the West Line of the Southwest Quarter of said Section 27, a distance of 1429.67 feet; Thence S 88° 17' 23" E, a distance of 3109.95 feet to the POINT OF BEGINNING; Thence continuing on the last described course, S 88° 17' 23" E, a distance of 1825.15 feet to a point on the centerline of Salt Creek; Thence S 15° 32' 19" W, and on the centerline of said Salt Creek, a distance of 14.18 feet; Thence S 16° 05' 21" W, and on the centerline of said Salt Creek, a distance of 304.00 feet; Thence S 16° 04' 21" W, and on the centerline of said Salt Creek, a distance of 146.00 feet; Thence S 17° 04' 21" W, and on the centerline of said Salt Creek, a distance of 202.70 feet; Thence S 25° 34' 21" W, and on the centerline of said Salt Creek, a distance 452.80 feet; Thence S 12° 34' 15" W, and on the centerline of said Salt Creek, a distance of 162.61 feet; Thence S 40° 04' 21" W, and on the centerline of said Salt Creek, a distance of 161.10 feet to a point on the South Line of the Southeast Quarter of said Section 27; Thence N 89° 22' 39" W, and on the South Line of the Southeast Quarter of said Section 27, a distance of 1301.87 feet; Thence N 00° 00' 00" E, and parallel to the West Line of Southwest Quarter of said Section 27, a distance of 1370.63 feet to the point of beginning and containing a calculated area of 49.81 Acres, more or less.

EXHIBIT "C"

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Carl L Howland and wife Jennie
-to-
Sanitary District No 1 of Lancaster
County, Nebraska,

EASEMENT #1

Book 288 Page 148
Cons \$1500.00
Date Oct 17 1930
Filed Nov 22 1930

Acknowledged Oct 25 1930 before Charles E Brubb N P Los Angeles Co
Calif., Comm exprs Oct 15 1932, Seal.

Grants right of way for construction, maintenance and operation of
an improved channel for the waters of Salt Creek across south 10 acres
of SW 1/4 Sec 27, T 11 N, R 7 E.

Said grantee shall have the right of ingress to and egress from said
property for the purpose of construction, maintenance and repair of said
Creek channel and to do all work necessary to keep said channel in efficient
operation and to place upon the respective sides of said creek channel
soil excavated therefrom within a distance of not to exceed 165 feet from
the center of the stream.

Grantee shall have the right to remove any obstructions in the channel
including trees or other vegetation.

Grantor reserves the right, subject to the foregoing, to utilize all
of the premises for agricultural or grazing purposes and it is agreed that
grantor shall construct and maintain such fences or other improvements as
grantor may decree.

Grantor accepts payment herein in full settlement for the easement
granted as well as any damages to adjacent land resulting from the use of
the easement.

EASEMENT FOR RIGHT OF WAY

Albert L Mook and Elsie Mae Mook,
husband and wife,
-to-
Sanitary District No. 1 of Lancaster
County, Nebraska.

Book 288 Page 149
Cons \$2,000.00
Date Oct 10 1930
Filed Nov 22 1930

Acknowledged Oct 10 1930 before O R McMeen N P Lancaster Co Nebr.,
Comm exprs Nov 9 1935, Seal.

Grants to Sanitary District #1 of Lancaster County, Nebraska, herein-
after referred to as grantee a right of way for the construction, maintenance
and operation of an improved channel for the waters of Salt Creek across
the following described premises, to-wit: Beginning at the east line of
Sec 27, T 11 N, R 7 E of the 6th P.M., -32.2 feet south of the east quarter
corner of said Section and running thence south along said east line 184
feet, thence to the right 25° 54' a distance of 925.2 feet, said line bearing
south 25° 54' West, thence south 64° 6' East a distance of 54.2 feet, thence
south 15° 10' west a distance of 467.2 feet, thence south 15° 9' west a
distance of 146 feet, thence south 16° 9' West a distance of 202.7 feet,
thence south 24° 39' West a distance of 452.8 feet, thence south 11° 39'
west a distance of 162.6 feet, thence south 39° 9' west a distance of 161.1
feet, to the south line of Sec 27, thence South 89° 52' west a distance of
1748.16 feet to the southwest corner of the SE 1/4 of Sec 27, thence N 1°
3' West a distance of 110 feet, thence North 89° 52' East a distance of 1648
feet, thence north 23° East a distance of 1530 feet, thence north 19° 53'
east a distance of 927 feet, thence N 27° 11' East a distance of 126.7 feet,
thence North 70° 11' East a distance of 28.43 feet to the place of beginning,
containing 10.89 acres.

Said grantee shall have the right of ingress to and egress from said
property for the purpose of construction, maintenance and repair of said
creek channel and to do all work necessary to keep said channel in efficient
operation and to place upon the respective sides of said creek channel soil
excavated therefrom within a distance of not to exceed _____ feet from the
center of the stream. Said grantee shall have the right to remove any ob-
struction in the channel including trees and other vegetation. Grantor re-
serves the right, subject to the foregoing, to utilize all of the premises
for agricultural or grazing purposes and it is agreed that the grantor shall
construct and maintain such fences or other improvements as the grantor may
desire. The grantor accepts the payment herein referred to in full settle-
ment for the easement granted as well as any damages to adjacent land
resulting from the use of the easement.

AGREEMENT

Book V Page 48
Date June 15 1918
Filed June 18 1918

6 Louis Maxum and Mary Jane Maxum,
his wife,
-to-
Sanitary District No. 1.

Acknowledged June 15 1918 before Harry G Platt N P Lancaster Co Nebr.,
Comm exprs Apr 11 1924, Seal.

Sanitary District No. 1, hereby covenants and agrees to erect and
construct a dam across the natural channel of Salt Creek, which traverses a
part of SW 1/4 of Sec 27, T 11 N, R 7 E, at a point thereon to be fixed and
designated by them; said dam to be constructed of earth and to be of suffi-
cient height and dimensions as to permit the passing over of the dam of
loaded farm wagons, the intention being to thereby provide a means of egress
and ingress over said natural channel to and from that portion of said above
described land which lies south of said channel and north of the south line
of said quarter section, to the end that the parties of the first part may
convey wood in wagons, over said dam, from said last described parcel of
land, but the parties expressly covenant and agree that the party of the
second part shall be under no obligations whatever to keep said dam in re-
pair or to replace the same, should it be forced out on account of high water
or otherwise destroyed.

And said parties of the first party covenant and agree on their part to
release and surrender and do hereby release and surrender unto said part of
the second part, their rights respectively to have the waters of Salt Creek
flow in its existing natural channel, the waters having been diverted through
an artificial channel, along and directly south of the south line of said
SW 1/4 of Sec 27, T 11 N, R 7 E and they and each of them do hereby covenant
and agree to and do hereby release and surrender unto said party of second
part all riparian rights appurtenant and incident to the following described
land owned by said parties of the first part, to-wit: SW 1/4 of Sec 27 and
E 1/2 SE 1/4 of Sec 28, T 11 N, R 7 E of the 6th P.M.

And said parties of the first part further covenant and agree as a part
of the same consideration to release and do hereby release and surrender unto
the said party of the second part, all damages which may accrue to them, their
heirs, executors, administrators and assigns, or which may accrue to the
land last above described, by reason of overflow, flooding, or washing of
said last above described lands, which may be caused by the construction and
use of the artificial channel constructed by said second party as aforesaid.

And said parties of the first part further covenant and agree on their
part, that they and each of them shall at all times indemnify and save harm-
less the said party of the second part, its successors and assigns, from and
against any and all acts, suits, damages, costs and expenses which may be
instiuted, made or taxed against, or accrued to the said party of the second
part, by the heirs, executors, administrators or grantees of the parties
of the first part, by virtue of the diversion of the waters of Salt Creek
from the existing natural channel thereof, through the artificial channel
therefor constructed as aforesaid, and of the consequential destruction of
riparian, rights, appurtenant and incident of the premises last herein de-
scribed or by virtue of overflow, flooding, or washing of said land last
herein described, which may be caused by the construction and use of said
artificial channel.

BLOCK

CODE

CHECKED

ENTERED

EDITED

LANCASTER COUNTY, NEB

Don Platt
REGISTRAR OF DEEDS

DEC 30 10 21 AM '94

#3100

INST. NO. 94- 53206

87856

X

Lower Platte South NRD

~~3125~~ P.C.

P. O. Box 83581

01-3581

Legal have been figured
see attached