

EASEMENT AGREEMENT

THIS AGREEMENT executed this 11th day of December, 1964 between Melvin Thomas and Rose Thomas, husband and wife, of Ashland, Nebraska, hereinafter referred to as "Grantors" and Lyman-Richey Sand & Gravel Corporation, a corporation having its principal place of business in Omaha, Douglas County, Nebraska hereinafter referred to as "Lyman-Richey"

WITNESSETH:

WHEREAS, the Grantors and Lyman-Richey entered into a certain Gravel Lease dated March 9, 1961 hereinafter referred to as "Gravel Lease" under the terms of which the Grantors leased to Lyman-Richey, for the purpose of excavating and removing sand and gravel therefrom, the following described real estate, situate in Saunders County, Nebraska, to wit:

The South 1/2 of the Southwest 1/4 and the South 1/2 of the Southeast 1/4, Section 7; also Tax Lot 8 in Section 8; Also the North 65.91 acres of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4, Section 18; Also that part of the Northeast 1/4 of the Northeast 1/4 of Section 18, lying west of the center line of the Platte River; Also 38.5 acres, more or less, in the Northwest 1/4 of the Northwest 1/4 of Section 18; all in Township 13, Range 10 East of the 6th P.M.; also the North 1/2 of the Northeast 1/4 of Section 13 and the South 1/2 of the Southeast 1/4 of Section 12 both in Township 13, Range 9, East of the 6th P.M., all in Saunders County, Nebraska; and

WHEREAS, Lyman-Richey has entered into an Option to Purchase certain real estate adjoining the property leased under said Gravel Lease on the North, owned by one E. F. Schramm and more particularly described as:

Commencing 60 rods East of the Northwest corner of Section 7, Township 13 North, Range 10 East thence East to the Northeast corner of said Section 7 thence South 240 rods on the East line of said Section, thence West 260 rods, thence North 240 rods to the place of beginning, in Section 7, and the Northwest 1/4 of the Northwest 1/4 and Lot 2 and the West 40 acres of Lot 3 and the West 40 acres of Lot 4, in Section 8, all situate in Township 13 North, Range 10 East of the 6th P. M. Douglas County, Nebraska containing a total of 540.5 acres more or less, subject to public roads and easements of record; and

WHEREAS, pursuant to said Gravel Lease the Grantors granted to Lyman-Richey certain easements for railroad and vehicular right-of-way and power lines over and across the land leased to Lyman-Richey and other land owned by the Grantors adjoining said leased land on the West; and

WHEREAS, Lyman-Richey is desirous of continuing the use of certain of said easements and acquiring additional easement rights after the termination of said Gravel Lease, in connection with its proposed sand and gravel operations to the North.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100) in hand paid by Lyman-Richey to the Grantors, the receipt of which is hereby acknowledged and of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Grantors do hereby grant to Lyman-Richey, its successors and assigns, the following easements:

(a) Easements for railroad and motor vehicular right-of-way purposes from the area presently leased by the Grantors to Lyman-Richey under said Gravel Lease across the North 1/2 of the Northeast 1/4 of Section 13, Township 13 North Range 9 East of the 6th P. M. and the Northwest 1/4 of the Northwest 1/4 Section 18, Township 13 North Range 10 East of the 6th P. M. (which land lies

immediately West of the premises leased under said Gravel Lease) to the North-South County Road bordering on the West, said easements to be as now located and established under said Gravel Lease.

(b) An easement for railroad and motor vehicular right-of-way purposes over and across the land leased to Lyman-Richey in said Gravel Lease, the said easement and right-of-way to be 70 feet wide, and to extend completely across the premises therein leased. The location of this easement shall be as presently located together with an extension thereof to the North onto the Schramm tract. It is agreed that Lyman-Richey may borrow dirt for the building of such motor vehicle and railroad ways from the land immediately adjoining said right-of-way.

(c) An easement for motor Vehicular right-of-way fifty (50) feet in width to be located at such location as shall be mutually determined, but generally near the westerly edge of the premises leased under said Gravel Lease, for the purpose of connecting the motor vehicular right-of-way specified in sub-paragraph (a) above to the right-of-way specified in sub-paragraph (b) above. Lyman-Richey shall have the right to construct or have constructed and maintained any power lines across the easements granted in (a), (b) and (c) above necessary for it to carry on its operations.

(d) In the initial excavation of the said Schramm tract, Lyman-Richey shall have the right to deposit waste sand resulting from said excavation or from screening on the property leased under said Gravel Lease in an area adjoining said excavation but not to exceed a land surface area of not more than five (5) acres in size.

2. Lyman-Richey agrees:

(a) That it will pay to Grantors \$250 per year, payable annually. This payment shall not commence to accrue until the date of termination of said Gravel Lease

either by lapse of time or otherwise. The \$100 paid by Lyman-Richey at the time of execution hereof shall be credited against the first payment due under this paragraph.

(b) That it will not excavate any lands lying immediately to the North of the lands encompassed in said Gravel Lease, until such time as it has completed its sand and gravel operations on the premises therein leased. The determination of when operations are completed shall rest with the sole and absolute discretion of Lyman-Richey. It is understood, however, that Lyman-Richey will not excavate the westerly portion of said leased premises which cannot be conveniently served by its railroad track as now located or as extended to the North.

(c) That the Grantors shall have the right to purchase all excavated lands located within the said Schramm tract from Lyman-Richey, upon completion of Lyman-Richey's sand and gravel operations thereon at the price of \$50 for the first five (5) acres and thereafter at the price of \$100 per acre; provided, however, that Lyman-Richey shall not be obligated to sell any of said lands if such sale would in any way interfere with or hamper its sand and gravel operations in the area; and provided further, that if the Grantors do not purchase any such lands within ninety (90) days after written notice of their availability by Lyman-Richey, Lyman-Richey may then sell the same to another person, firm or corporation without further notice to the Grantors.

(d) That part of the Schramm land which is not then needed by Lyman-Richey in connection with its sand and gravel operations and which is suitable for use for agricultural purposes shall be leased to the Grantors beginning March 1, 1966 but only for agricultural purposes,

on a year to year basis, until such time as said lands are needed by Lyman-Richey for its sand and gravel operations for the following rentals:

(1) For Pasture Land - One Thousand Dollars (\$1,000) per year payable the first of October. This amount is based on a lease of all the present pasture land. If less than all thereof is leased the amount shall be reduced proportionately.

(2) For Crop Land - Two-Fifths (2/5ths) of all crops delivered to market at no expense to Lyman-Richey with Lyman-Richey paying two-fifths (2/5ths) of the fertilizer and Legume Seed cost.

(3) For Hay Land - One-Half (1/2) of the hay, baled and piled in the barn, each party to pay one-half (1/2) of the baling expense.

(4) The proceeds from any land placed in the Feed-Grain Program or in any other federal program are to be shared on the same basis as crops.

Said Lease shall continue in force (except as to such parts of the originally leased area as may thereafter be needed by Lyman-Richey for its sand and gravel operations) unless and until Grantors shall notify Lyman-Richey, in writing, at least six (6) months prior to the termination of any lease year of their intention not to lease said property for the next year. In the event Lyman-Richey does receive such a notice on or before the time specified it may as of the next following March 1, and each year thereafter, without further notice, lease such land to other persons, firms or corporations.

(e) In the event Lyman-Richey determines any of the Schramm land is unsuitable for its sand and gravel

operations and decides to sell the same, the Grantors shall have the right of first refusal to purchase the same at the same price and on the identical terms of any bona fide offer to purchase satisfactory to Lyman-Richey, said right to be given by Notice sent to the Grantors by certified mail requiring them to accept it in writing and sign a suitable form of Contract to Purchase within the period of ten (10) days after the mailing of such Notice. In the event of the failure of the Grantors to accept such Offer to Purchase or sign such Contract, within the said period, then and in either event, the privilege to the Grantors herein shall thereupon become null and void and Lyman-Richey shall be at liberty to sell the premises to another person, firm or corporation.

(f) That it will hold the Grantors harmless from any and all claims, actions or causes of action arising from its use of the Easements herein granted or because of its sand and gravel operations on the Schramm tract.

(g) That Article 4 of said Gravel Lease shall be amended to read as follows:

"It is further agreed that Lessee shall use said leased premises only for the purpose of excavating and removing sand and gravel therefrom, and that Lessors shall have the right from time to time to use, for agricultural purposes, that portion of said premises not then being used by Lessee for the purposes herein set out; provided, however, that Lessors may begin to develop the lake lying to the West of the present railway spur track which is being formed by Lyman-Richey's operations, for recreational purposes and cabin sites when Lyman-Richey has completed its operations in the area lying West of said spur track; provided further that such recreational and cabin site development shall in no way interfere with Lyman-Richey's continuing sand and gravel operations on the leased premises or with any of its easements or other rights under this or any other agreement between the parties."

All other provisions of said Gravel Lease shall remain in full force and effect.

This Agreement is contingent upon Lyman-Richey exercising its Option to Purchase the said Schramm tract and upon its

acquiring title thereto on or before February 1, 1966. In the event Lyman-Richey does acquire said title on or before said date this Agreement shall automatically become effective and Lyman-Richey shall give the Grantors written notice thereof; in the event Lyman-Richey does not acquire title to said tract on or before said date this Agreement shall be null and void.

Once this Easement Agreement shall become effective it shall remain effective for so long as Lyman-Richey continues to need said Easement in connection with its sand and gravel operations on lands lying to the North of the land leased to Lyman-Richey under said Gravel Lease. Upon 180 days written notice to Grantors from Lyman-Richey of its intention to discontinue its use of, or not to employ, said easements, or upon its abandonment thereof for a period of one year this Agreement shall terminate and all further rights hereunder shall cease.

This Easement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and caused the due execution hereof, respectively, in duplicate copies, both of which shall be deemed originals, as of the day and year first above written.

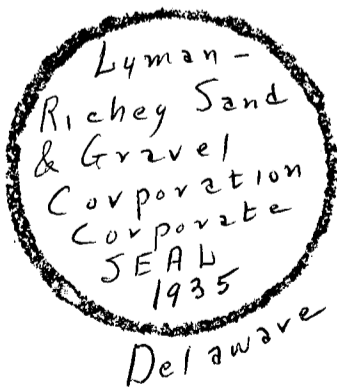
GRANTORS

Melvin Thomas
Melvin Thomas

Rose Thomas
Rose Thomas

LYMAN-RICHEY SAND & GRAVEL CORPORATION

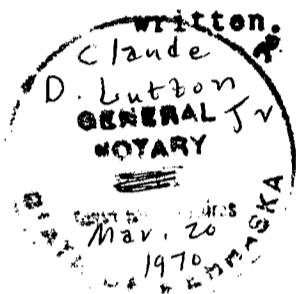
By Paul Roberts
Chairman of the Board



STATE OF NEBRASKA)
COUNTY OF Saunders) SS

On this 11th day of December, 1964, before me the undersigned, a Notary Public in and for said County, personally came Melvin Thomas and Rose Thomas, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above



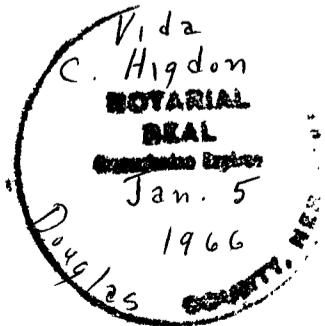
Claude D. Luttbom
Notary Public

My Commission expires 3-20-70

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 14 day of December, 1964, before me the undersigned, a Notary Public in and for said County, personally came Fred P. Curtis of Lyman-Richey Sand & Gravel Corporation to me personally known to be the Chrm. of Board of said corporation and the identical person whose name is affixed to the above Easement Agreement and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and seal the day and year last above written.



Vida C. Higdon
Notary Public

My Commission expires Jan 5, 1966

NO.	57
NUM.	
PAG.	
REC.	
IND.	
COM.	

STATE OF NEBRASKA
 SAUNDERS COUNTY, ss

Entered in numerical index and filed for record in the register of deeds office of said county on the 11th day of April 1966 at 11:40 AM and check and 40 minutes of the day and recorded in Book 2 of MSSC

1966 1065

Nell Lawrence
 Register of Deeds

By _____
 Deputy