

JAVA Resolution 07-0712-05



WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects;

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The Chairperson is hereby authorized to execute and approve the attached AMENDMENT NO.2 TO THE CONSTRUCTION AND MAINTENANCE AGREEMENT BIG T ROADWAY AND BRIDGES; and EAST LEG ROADWAY AND BRIDGES In connection with the JOINT ANTELOPE VALLEY AUTHORITY FEDERAL AID PROJECT CM-55(144), CONTROL NO. 11215e, BIG T ROADWAY AND BRIDGES; and PROJECT STPC-5257(1), CONTROL NO. 11215f, EAST LEG ROADWAY AND BRIDGE, by and between THE BNSF RAILWAY COMPANY, THE JOINT ANTELOPE VALLEY AUTHORITY AND THE CITY OF LINCOLN, NEBRASKA, providing among other things for additional permanent easements for the East-West Roadway viaduct and underground electric power line and in accordance with by-laws and to administer the same including executing the necessary forms, approvals and documents contemplated therein. In addition, to the extent specifications and contracts were advertised, bid and let or contracts (and amendments thereto) were executed or awarded prior to the effective date of this Resolution, the same are hereby expressly ratified and approved by the board. Accordingly, the expenditure and allocating of JAVA funds for such purposes is hereby authorized. *Reference City EO 76718 and JAVA Resolution 05-0609-05 for Amendment No. 1.*
2. The requirements of the By-Laws of the board are hereby incorporated into this approval and the JAVA board does hereby grant final approval of the contracts as in conformance with all applicable requirements of the board.
3. The same shall be effective July 12th, 2007 and shall be kept on file with the official records of the Authority as provided in the by-laws.

Dated this 12th Day of July, 2007.

Introduced by:

Approved by Unanimous Vote of _____, _____, and _____ after public hearing on this 12th Day of July, 2007.

Signed:

Joint Antelope Valley Authority

Vice Chairperson

Glenn Johnson, Chairperson

Approved as to form and Legality _____
Legal Counsel

**AMENDMENT NO. 2
CONSTRUCTION AND MAINTENANCE AGREEMENT
JOINT ANTELOPE VALLEY AUTHORITY
BIG T ROADWAY AND BRIDGES; and EAST LEG ROADWAY AND BRIDGES**

JOINT ANTELOPE VALLEY AUTHORITY FEDERAL AID PROJECT CM-55(144), CONTROL NO. 11215e, BIG T ROADWAY AND BRIDGES; and PROJECT STPC-5257(1), CONTROL NO. 11215f, EAST LEG ROADWAY AND BRIDGE.

THE BNSF RAILWAY COMPANY

THE CITY OF LINCOLN, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA

THE JOINT ANTELOPE VALLEY AUTHORITY (JAVA), A JOINT ADMINISTRATIVE ENTITY CREATED UNDER THE NEBRASKA INTERLOCAL COOPERATION ACT (NEB. REV. STAT. § 13-801 ET.SEQ.) BY AGREEMENT OF APRIL 15, 2000 AS AMENDED (JAVA INTERLOCAL AGREEMENT) BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, A PUBLIC BODY CORPORATE AND GOVERNING BODY OF THE UNIVERSITY OF NEBRASKA (UNIVERSITY), THE CITY OF LINCOLN, NEBRASKA, A MUNICIPAL CORPORATION (CITY), AND THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA (LPSNRD) FOR THE PURPOSES OF IMPLEMENTING THE PHASE ONE PRIORITY PROJECTS OF ANTELOPE VALLEY AMENDED DRAFT SINGLE PACKAGE.

This Amendment No. 2 to the Construction and Maintenance Agreement, dated October 5, 2004, is made by and between the Burlington Northern Santa Fe Railway Company, hereinafter referred to as the "Railroad" and sometimes referred to as the "BNSF", the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "City" and the Joint Antelope Valley Authority, hereinafter referred to as "JAVA", a joint entity created through interlocal agreement to implement and coordinate the design, development, right-of-way acquisition and construction of the Antelope Valley Roadway and Bridge Projects, Antelope Creek Channel Improvement Projects and Antelope Valley Community Revitalization components.

WHEREAS, it is the mutual desire of the parties hereto to amend the original Construction and Maintenance Agreement entered into on October 5, 2004 hereinafter called the original Agreement; and,

WHEREAS, the final design and approved plans for construction of the East Leg Bridge across the BNSF railroad tracks, Federal Aid Project STPC-5257(1), show that additional permanent easement is required to encompass the south bridge column and footing at Pier No. 3 as shown on Exhibit "A" and described in Exhibit "G-8a" to this Amendment; and,

WHEREAS, the final design for the new bridge pier does not decrease the horizontal or vertical clearances between the railroad tracks and the proposed viaduct structure from those shown on the Bridge Type, Size and Location Plans that are a part of the original Agreement; and,

WHEREAS, access to the new bridge from 17th Street on the south side of the Railroad's right-of-way is required for future maintenance, repair and inspection of the new bridge structure as shown on Exhibit "A" and described in Exhibit "G-8a" to this Amendment; and,

WHEREAS, the final design for the utility relocations necessary to construct the new East Leg Bridge across the BNSF railroad tracks requires additional permanent easement. This additional permanent easement is required to facilitate relocation of an existing overhead electrical line that crosses the railroad tracks at 17th Street underground as shown on Exhibit "A" and described in Exhibit "G-9a" to this Amendment; and,

WHEREAS, the original Agreement stipulates that the necessary temporary and permanent rights areas needed from the Railroad for this project will be granted to the City and JAVA under separate, recordable documents without additional compensation.

NOW THEREFORE, in consideration of these facts and recitals contained herein, the parties hereto agree that the original Agreement shall be amended as follows:

1. Refer to Exhibit "A", "BNSF Railroad Property Right-Of-Way Appraisal Plans". Replace Exhibit "A" sheet numbers R-4, R-4a and R-4b with the revised Exhibit "A" sheets dated March, 22, 2007 attached to this amendment. The revised right-of-way plan sheets identify Parcel 6, the permanent easement for the overpass pier and access to the structure from the south railroad right of way line near 17th Street; and Parcel 7, the permanent easement for the buried electrical line near 17th Street.
2. Refer to Section 3 of the original Agreement. Add the following to this section:

"By separate instruments that are substantially in the form of the attached Exhibits "G-8a", "Permanent Easement for East-West Roadway Viaduct", and Exhibit "G-9a", "Permanent Easement for Underground Electrical Power Line", which are hereby, through this reference, made a part of this Amendment No. 2 to the original Agreement, the Railroad shall grant to JAVA or the City the permanent rights described in the aforementioned Exhibits "G-8a" and "G-9a" for construction and/or maintenance of the proposed viaduct structure, utilities and other appurtenant facilities at no additional cost. All changes or modifications to the easement documents shown in Exhibits "G-8a" and "G-9a" shall be mutually acceptable to all parties to this Amendment No. 2 and the original Agreement."

This AMENDMENT shall be deemed a part of, and be subject to all terms and conditions of the original Agreement. Except as modified above, the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Railroad this _____ day of _____, 2007.

ATTEST:

BNSF RAILWAY COMPANY

By: _____

Greg Fox
Vice President Engineering

Title: _____

APPROVED AS TO FORM:

BNSF Railway Company - Law Department

EXECUTED by the City this _____ day of _____, 2007.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

By: _____

Mayor

APPROVED AS TO FORM:

Assistant City Attorney

EXECUTED by JAVA this _____ day of _____, 2007.

ATTEST:

JOINT ANTELOPE VALLEY
AUTHORITY

By: _____
Board Chair Glenn Johnson

Title: _____

APPROVED AS TO FORM:

JAVA Attorney

**Permanent Easement for Underground Electrical Power Line
Amendment No. 2 – Exhibit G-9a**

Joint Antelope Valley Authority
Project CM 55(144) and Project STPC-5257(1)
Tract 8

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, (formerly Burlington Northern Railroad Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of Ten and No/100 Dollars (**\$10.00**) duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby **GRANT, REMISE and RELINQUISH** unto the **JOINT ANTELOPE VALLEY AUTHORITY (JAVA)**, a joint administrative entity created under the **Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. Seq)**, its successors and assigns, herein called "Grantee", the **RIGHT, PRIVILEGE and EASEMENT** to construct, reconstruct, maintain, operate, and replace, **an Underground Electrical Power Line** and appurtenances thereto belonging, over and through the following described property situated in the City of Lincoln, Lancaster County, State of Nebraska, being more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, to-wit:

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.

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 hereinabove described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for roadway purposes, but will preclude the Grantor from using, storing, locating or permitting to be stored or located, materials of a flammable, explosive or inherently dangerous nature within the area of said rights, provided that these restrictions shall not apply to such materials aboard trains or train cars which may be transmitting this area.

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 or egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said roadway, 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.

**Permanent Easement for Underground Electrical Power Line
Amendment No. 2 – Exhibit G-9a**

As a further consideration of this grant, the Grantee herein agrees as follows:

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 roadway 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 pre-existing 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 pre-existing 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 roadway purposes.
4. This instrument is granted according to the terms and conditions of that certain Construction and Maintenance Agreement between the Grantor and the Grantee, dated October 5, 2004 (Agreement) as amended by Amendment No. 2 to the Original Agreement dated _____, and made subject to the terms and conditions contained therein.

TO HAVE AND TO HOLD UNTO THE JOINT ANTELOPE VALLEY AUTHORITY, its successors and assigns, so long as such **underground electrical power line** shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said **underground electrical power line** and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon their heirs, executors, administrators, successors and assigns of the respective parties.

**Permanent Easement for Underground Electrical Power Line
Amendment No. 2 – Exhibit G-9a**

IN WITNESS WHEREOF, the said **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2007.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

By: _____
D. P. Schneider
General Director Real Estate

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said County, personally came D. P. Schneider, General Director Real Estate of Then Burlington Northern And Santa Fe Railway Company, to me personally known to be the General Director Real Estate and the identical person whose name is affixed to the above conveyance, and 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 Notarial Seal at Fort Worth in said county the day and year last above written.

Notary Public
My commission expires: _____

This instrument was drafted by:
The Staubach Company
Title & Escrow Services
5650 North Riverside Drive, Suite 101
Fort Worth, Texas 76137

FORM APPROVED BY LAW

**Permanent Easement for Underground Electrical Power Line
Amendment No. 2 – Exhibit G-9a**

Exhibit "A"

PARCEL 7

**PERMANENT EASEMENT FOR
UNDERGROUND ELECTRICAL UTILITY
SW 4, SECTION 13-10-6**

A PERMANENT EASEMENT FOR AN UNDERGROUND ELECTRICAL UTILITY, COMPOSED OF A PART OF A 100.00 FOOT STRIP OF LAND AND LOT 11 I.T. LOCATED SOUTHEASTERLY FROM LOT 75 I.T. IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 04 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1242.12 FEET TO A POINT, THENCE NORTH 33 DEGREES 17 MINUTES 12 SECONDS EAST A DISTANCE OF 115.08 FEET TO THE POINT OF BEGINNING, THENCE NORTH 24 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 68.88 FEET TO A POINT ON A LINE 50.00 FEET NORTHWEST AND PARALLEL TO THE MAINLINE TRACT, THENCE NORTH 55 DEGREES 19 MINUTES 15 SECONDS EAST ALONG A LINE 50.00 FEET NORTHWEST OF AND PARALLEL TO THE MAINLINE TRACT A DISTANCE OF 9.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 2.81 FEET TO A POINT, THENCE SOUTH 24 DEGREES 08 MINUTES 00 SECONDS EAST A DISTANCE OF 154.93 TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 11 I.T., THENCE SOUTH 55 DEGREES 19 MINUTES 15 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 10.17 FEET TO A POINT, THENCE NORTH 24 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 83.69 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,527 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

**Permanent Easement for East-West Roadway Viaduct
Amendment No. 2 - Exhibit G-8a**

Joint Antelope Valley Authority
Project CM 55(144) and Project STPC-5257(1)
Tract 8

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, (formerly Burlington Northern Railroad Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of Ten and No/100 Dollars **(\$10.00)** duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby **GRANT, REMISE and RELINQUISH** unto the **JOINT ANTELOPE VALLEY AUTHORITY (JAVA)**, a joint administrative entity created under the **Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. Seq)**, its successors and assigns, herein called "Grantee", the **RIGHT, PRIVILEGE and EASEMENT** to construct, reconstruct, maintain, operate, and replace, **the Antelope Valley East-West Roadway Viaduct across the BNSF Creston to Lincoln railroad tracks** and appurtenances thereto belonging, over and through the following described property situated in the City of Lincoln, Lancaster County, State of Nebraska, being more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, to-wit:

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.

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 hereinabove described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for roadway purposes, but will preclude the Grantor from using, storing, locating or permitting to be stored or located, materials of a flammable, explosive or inherently dangerous nature within the area of said rights, provided that these restrictions shall not apply to such materials aboard trains or train cars which may be transmitting this area.

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 or egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said roadway, 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.

**Permanent Easement for East-West Roadway Viaduct
Amendment No. 2 – Exhibit G-8a**

As a further consideration of this grant, the Grantee herein agrees as follows:

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 roadway 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 pre-existing 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 pre-existing 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 roadway purposes.
4. This instrument is granted according to the terms and conditions of that certain Construction and Maintenance Agreement between the Grantor and the Grantee, dated October 5, 2004 (Agreement) as amended by Amendment No. 2 to the Original Agreement dated _____, and made subject to the terms and conditions contained therein.

TO HAVE AND TO HOLD UNTO THE JOINT ANTELOPE VALLEY AUTHORITY, its successors and assigns, so long as such **roadway viaduct and appurtenances** shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said **roadway viaduct and appurtenances** thereto, located thereon, in whole or in part, at the will of Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon their heirs, executors, administrators, successors and assigns of the respective parties.

**Permanent Easement for East-West Roadway Viaduct
Amendment No. 2 – Exhibit G-8a**

IN WITNESS WHEREOF, the said **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2007.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

By: _____
D. P. Schneider
General Director Real Estate

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said County, personally came D. P. Schneider, General Director Real Estate of Then Burlington Northern And Santa Fe Railway Company, to me personally known to be the General Director Real Estate and the identical person whose name is affixed to the above conveyance, and 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 Notarial Seal at Fort Worth in said county the day and year last above written.

Notary Public
My commission expires: _____

This instrument was drafted by:
The Staubach Company
Title & Escrow Services
5650 North Riverside Drive, Suite 101
Fort Worth, Texas 76137

FORM APPROVED BY LAW

**Permanent Easement for East-West Roadway Viaduct
Amendment No. 2 – Exhibit G-8a**

EXHIBIT "A"

PARCEL 6

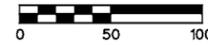
**PERMANENT EASEMENT FOR
Roadway Viaduct PIER AND ACCESS
SW 4, SECTION 13-10-6**

A PERMANENT EASEMENT FOR CONSTRUCTION OF A ROADWAY VIADUCT PIER AND ACCESS TO THE VIADUCT FOR CONSTRUCTION, MAINTENANCE AND FUTURE RECONSTRUCTION, COMPOSED OF A PART OF A 100.00 FOOT STRIP OF LAND AND LOT 11 I.T. LOCATED SOUTHEASTERLY FROM LOT 75 I.T. IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 04 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1242.12 FEET TO THE POINT OF BEGINNING, THENCE NORTH 33 DEGREES 17 MINUTES 12 SECONDS EAST A DISTANCE OF 115.08 FEET TO A POINT, THENCE SOUTH 24 DEGREES 08 MINUTES 00 SECONDS EAST A DISTANCE OF 83.69 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 11 I.T., THENCE SOUTH 55 DEGREES 19 MINUTES 15 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 36.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 89 DEGREES 04 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 67.17 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 4,776 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

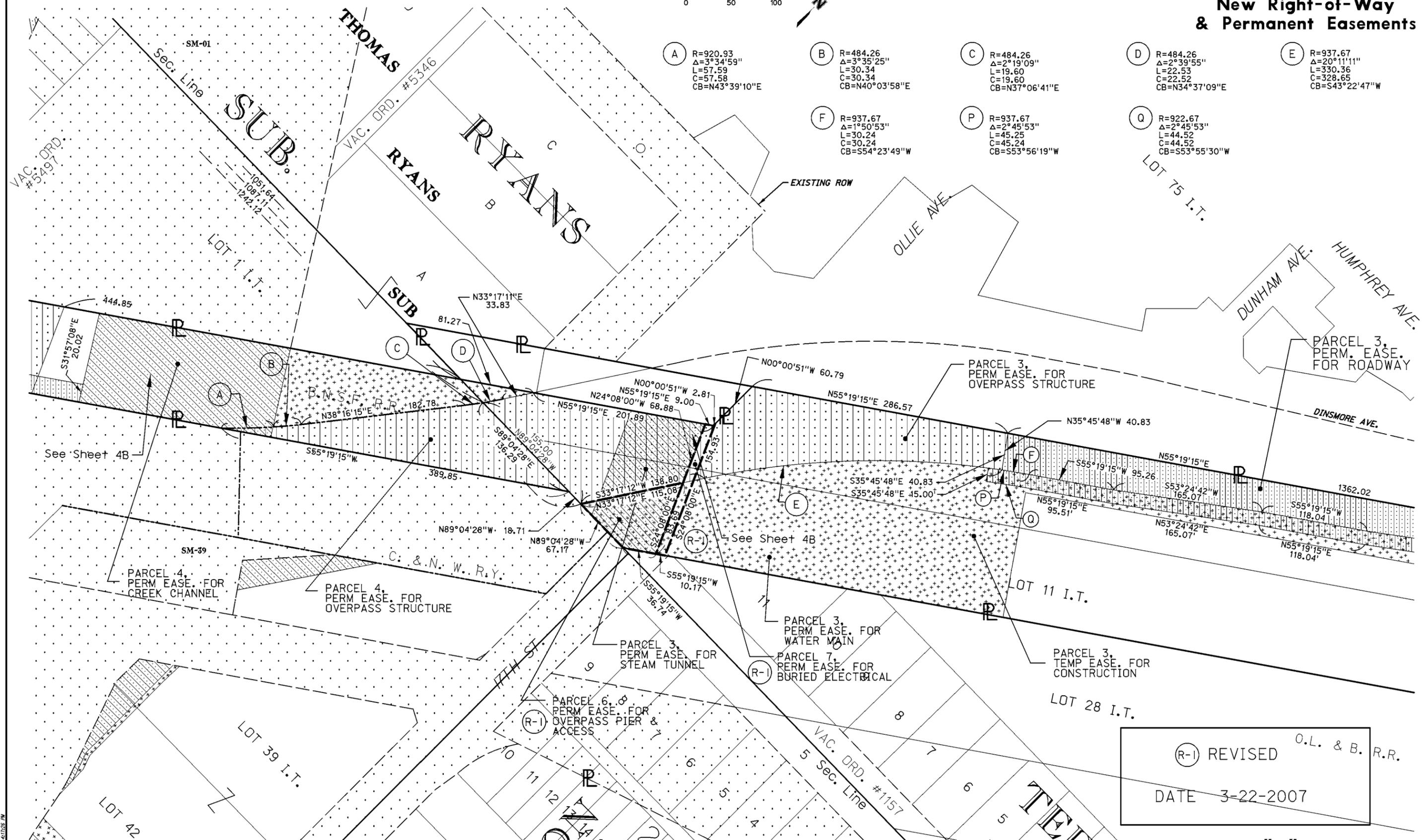
E/W ROADWAY

Sec. 13-10N-6E



New Right-of-Way & Permanent Easements

- (A) R=920.93
Δ=3°34'59"
L=57.59
C=57.58
CB=N43°39'10"E
- (B) R=484.26
Δ=3°35'25"
L=30.34
C=30.34
CB=N40°03'58"E
- (C) R=484.26
Δ=2°19'09"
L=19.60
C=19.60
CB=N37°06'41"E
- (D) R=484.26
Δ=2°39'55"
L=22.53
C=22.52
CB=N34°37'09"E
- (E) R=937.67
Δ=20°11'11"
L=330.36
C=328.65
CB=S43°22'47"W
- (F) R=937.67
Δ=1°50'53"
L=30.24
C=30.24
CB=S54°23'49"W
- (P) R=937.67
Δ=2°45'53"
L=45.25
C=45.24
CB=S53°56'19"W
- (Q) R=922.67
Δ=2°45'53"
L=44.52
C=44.52
CB=S53°55'30"W



(R-1) REVISED O.L. & B. R.R.
DATE 3-22-2007

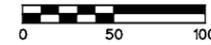
Exhibit "A"
BNSF Railroad Property
ROW Appraisal Plans

F:\p\0\ref\5\1\0227\Drawings\ROW Final\Roadway Plans\BNSF-R-4A.dgn
 5/31/2007 4:28:38 PM

Sec. 24-10N-6E

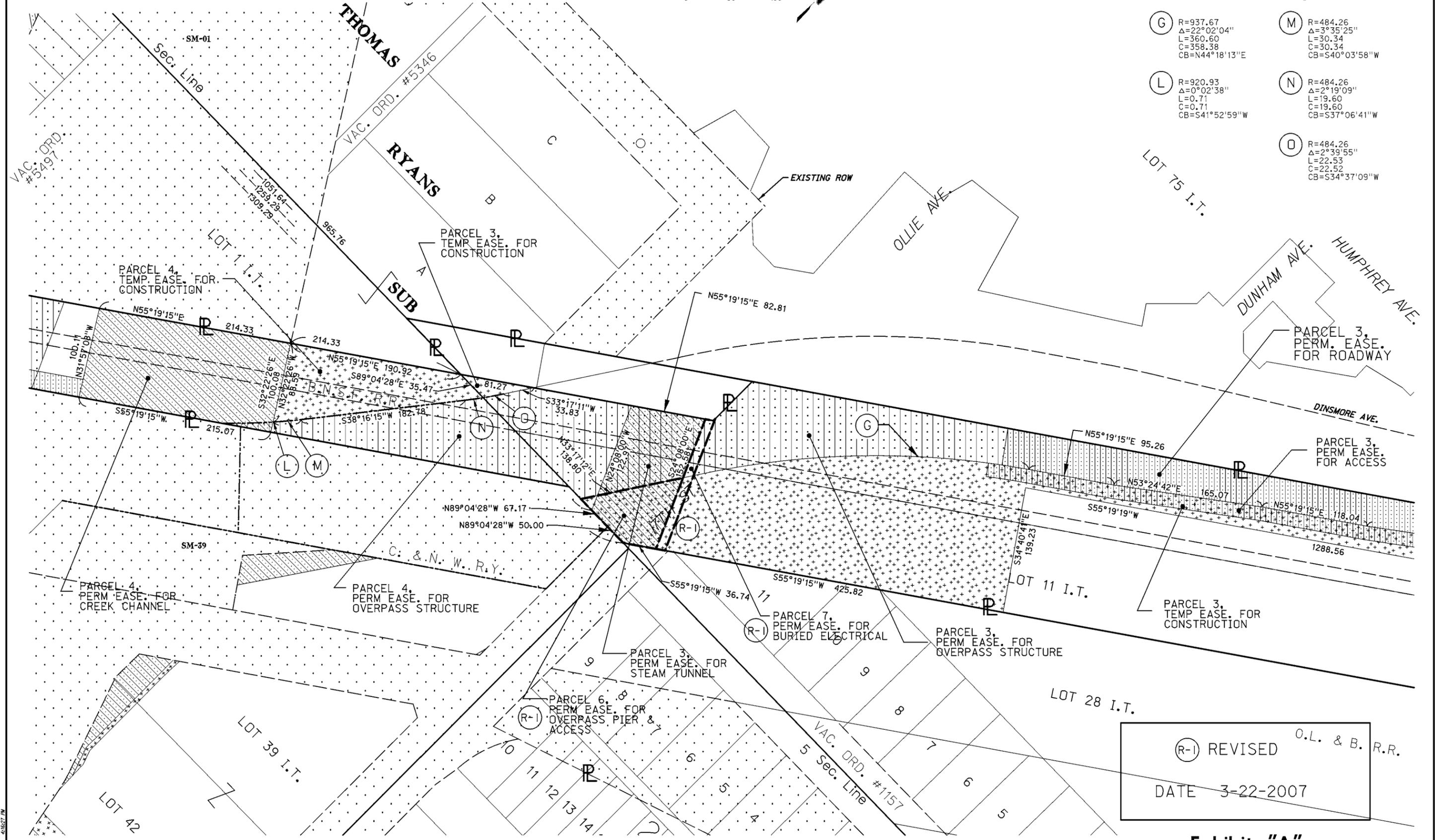
E/W ROADWAY

Sec. 13-10N-6E



Temporary Easements

- (G) R=937.67
Δ=22°02'04"
L=360.60
C=358.38
CB=N44°18'13"E
- (L) R=920.93
Δ=0°02'38"
L=0.71
C=0.71
CB=S41°52'59"W
- (M) R=484.26
Δ=3°35'25"
L=30.34
C=30.34
CB=S40°03'58"W
- (N) R=484.26
Δ=2°19'09"
L=19.60
C=19.60
CB=S37°06'41"W
- (O) R=484.26
Δ=2°39'55"
L=22.53
C=22.52
CB=S34°37'09"W



(R-I) REVISED O.L. & B. R.R.
DATE 3-22-2007

Sec. 24-10N-6E

Exhibit "A"
BNSF Railroad Property
ROW Appraisal Plans

F:\p\0\ref\1\10271\Drawings\Drawings\Shelf\13-10N-6E\Plan\Roadway\Plan\Roadway - 4b.dgn
 5/31/2007
 4:58:57 PM

117-C-111

117-C-111

EXISTING OVERPASS &
UTILITY EASEMENT
7,109.0 sq. ft.

2037+00

2038+00

2036+00

Centerline Pier No. 3
Sta. 2036+19.85

Span No. 4 = 265'-0"

26'-5 3/8"
Clear

PIER COLUMN
PIER FOOTING

OVERPASS EASEMENT

ADDITIONAL 10' LES EASEMENT
1,527.2 sq. ft.

EXISTING UTILITY EASEMENT
OUTSIDE LIMITS OF OVERPASS EASEMENT
4,642.5 sq. ft.

RAILROAD R.O.W.

OVERPASS EASEMENT

Span No. 3 = 236'-0"
Centerline Abutment to Centerline Abutment = 1083'-0"
End of Floor to End of Floor = 1090'-0"

Clear Roadway = 94'-0"
ft to Out = 104'-8"

