39-452

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT supplements a certain Purchase Agreement between the parties dated February 14, 1967 and a certain Warranty Deed from the Sellers in said contract in favor of Westboro Arms, Inc. dated October 20, 1967 covering the West One-half of Lot 5 and the West One-half of the North 190 feet of Lot 16 and the West 60 feet of Lot 16 except the North 190 feet thereof in Pierson's Subdivision, in the City of Omaha, Douglas County, Nebraska.

- Said Deed reserves unto the Grantors a perpetual 1) vehicular and pedestrian easement over said West 60 feet of said Lot 16, except the North 190 feet thereof. It is the desire of the parties to make said easement more definite and certain in the following particulars. The undersigned Buyer agrees at its expense to construct a hard-surfaced vehicular drive or drives upon said strip of land and to maintain the same in good condition. The Buyer further agrees that the Sellers and the subsequent owners of the remainder of Lot 16 now owned by the Sellers shall have the right to make curb cuts upon said roadway at any place or places where it abuts the remaining property owned by the Sellers, and the Buyer further agrees that any decorative fencing that the Buyer might erect along said roadway will be subject to this continuing right of the Sellers and the subsequent owners of the remainder of said Lot 16 to make curb cuts onto said roadway, and thus to remove a portion of said fencing necessary for such curb cuts. Buyer further agrees that it will not in any way hinder or limit the use of said roadway for ingress and egress purposes for said adjoining portion of said Lot 16 owned by the Sellers.
- 2) The Buyer further agrees that the Sellers and the subsequent owners of the remainder of said Lot 16 owned by the Sellers shall have the right to hook onto any sewer lines constructed by the Buyer in order to serve the remainder of Lot 16 owned by the Sellers; said hook-on privilege to be without charge to the Sellers, and the location of said hook-on to be at such place along said 60-foot roadway as is mutually acceptable to the Buyer and the City of Omaha; said hook-on privilege to be subject to any connection fees or charges that may be collectible by the City of Omaha.

EXECUTED this 30 day of Color, 1967.

WESTBORO ARMS, INC.

By:

Dorothy Liebentritt

President

Jack P. DeBoer

25 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

17 DAY OF WILLIAM 19 72 A 2 H P. M. C. HAROLD OSTLER, REGISTER OF DEEDS

350