

20 FILED FOR RECORD ON THIS 19TH DAY OF OCTOBER A. D. 1960 AT 2:40
O'CLOCK P. M. AND RECORDED IN MISC. BOOK "W" AT PAGE 200.
Fee: \$2.85 KITTY A. FOUSH, Register of Deeds

SUPPLEMENT TO HILLS FARM - FREMONT EASEMENT AGREEMENT

This supplement made and entered into by and between HILLS FARM, INC., a corporation created under the laws of the State of Nebraska, hereinafter called "OWNER" and the CITY OF FREMONT, hereinafter called "CITY", WITNESSETH:

Recitals

A. On April 3, 1953, the owner granted to the city a drainage right-of-way easement agreement which was recorded on May 19, 1956, in Book V of the Miscellaneous records of Dodge County, Nebraska at Page 215. During the months of March and April, 1960, the Platte River jammed with the consequent destruction of part of the Union Dike and said ditch. Because of said destruction, this supplement agreement is being made and the original agreement continues as to all of its terms and conditions except as contained in this supplement.

B. It is hereby agreed:

1. Re-constructed in same location. The city will re-construct and repair its ditch on the same easement right of way as contained in the original agreement and of sufficient size so as to make a proper and sufficient outlet forever for any drainage area or industry which the city elects to serve as to the escape of surface, storm, waste, and industrial water, but except sanitary sewage.

2. Fences. The fence that shall go Southeasterly and away from the C.B. & Q. right-of-way need not be a woven wire one, but may consist of a four-strand barbed wire cattle proof fence.

3. Tube and Crossing. The tube at the first crossing shall be 40 feet in length and with a 30 foot top crossing surface.

4. Tube and Flood Gate. A tube will be constructed through the Union Dike with a flood gate and with the construction of a ditch on the river side of the re-located dike in such a manner and to the extent as to

serve the purpose expressed in Paragraph 1 hereof.

5. Optional Rights of Owner. Owner, its successors and assigns, shall have the right to move said ditch, fences and tubes constructed or to be constructed upon the right-of-way granted to the city at its expense, if such ditch interferes with the use or operation of owner's lands provided, however, no change in location shall be made unless such change is in accord with good engineering practices and such change meets the approval of the city, and unless approval of such change be in writing, which approval shall not be arbitrarily or unreasonably withheld. In the event of such a change in location, the owner, its successors and assigns, agrees to grant an easement for the new location and the city, its successors and assigns, agrees to release its easement on the old location.

6. Reservation to cross Easement right-of-way. Owner, its successors and assigns, reserves the right to enter upon and cross the drainage easement with spur track and roads and to that end to construct, maintain, and repair, such bridges, culverts, ramps, cuts, gates and approaches into and across the same as may be necessary to enable the personnel, automobiles, trucks, and other equipment of said owner, its successors and assigns, to pass back and forth across the city's ditch, provided the aforesaid shall be done in accordance with good engineering practices and shall meet with the approval of the city, which approval will not be arbitrarily or unreasonably withheld.

IN WITNESS WHEREOF, Hills Farm, Inc., has caused its corporate name to be hereunto affixed this 1st day of September, 1960, and the City of Alaska has caused its corporate name also to be hereunto signed by its Mayor and Clerk and its corporate seal to be also hereunto affixed on said date.



John G. Richards
Secretary

HILLS FARM, INC.
BY William B. Richards
President

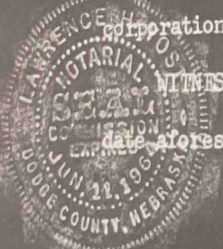


THE CITY OF FREMONT, NEBRASKA

BY George E. Svoboda
Mayor

STATE OF NEBRASKA)
COUNTY OF DODGE) ss

On this 2 day of September, 1960, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Fred H. Richards, Jr., Secretary, and Adaline B. Richards, President, of Hills Farm, Inc., who are personally known to me to be the identical persons whose names are affixed to the above agreement as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.



WITNESS my hand and official seal at Fremont, in said County, the date aforesaid.

Lawrence H. Yost
Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss

On this 20th day of Sept., 1960, before me, a Notary Public in and for said County and State, personally came the above named George E. Svoboda as Mayor and Grant C. Freeman as Clerk of the City of Fremont, Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above agreement as Mayor and Clerk of said City, a municipal Corporation, and they acknowledged that they executed the same as their voluntary act and deed of said municipal Corporation and further stated that their said act was duly authorized by the action of the Council of said City at a legally and duly called meeting held on the 13th day of Sept., 1960.



WITNESS my hand and notarial seal the date aforesaid.

Lawrence H. Yost
Notary Public