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EASEMENT AGREEMENT

THIS AGREEMENT made this 12th day of December, 1980, between FARMLAND, PREMONT & RAILROAD DRAINAGE DISTRICT, hereinafter called "Grantor", and BERNARD L. PADEN and LEONA K. PADEN, husband and wife, and HILLS FARM, INC., hereinafter called "Grantee", WITNESSETH THAT:

WHEREAS, Grantor owns and maintains a dike, which provides flood water protection for the City of Fremont;

WHEREAS, BERNARD L. PADEN and LEONA K. PADEN are the owners of Emerson Estates (Easement description #2 below) and the Lessees of Dove's Cove (Easement description #1 below);

WHEREAS, HILLS FARM, INC. is the owner and Lessor of Dove's Cove (Easement description #1 below);

WHEREAS, the Village of Ingleswood is installing a municipal water system;

WHEREAS, both Dove's Cove and Emerson Estates desire to have municipal water services; and,

WHEREAS, to receive said water service involves the waterline crossing Grantor's dike;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Legal description. Dove's Cove will be served by a waterline crossing the dike at the following described location and description:

#1. A twenty foot wide easement the centerline of which is described as follows:
Commencing at a point on the centerline of South Boulevard in the Village of Ingleswood, Nebraska, 23 feet west of the centerline Main Street; thence south at an angle of 81° 52' 56" left from the centerline of South Boulevard, 140 feet to the south line dike. (See map attached.)

Emerson Estates will be served by a waterline crossing the dike at the following described location and description:

#2. A twenty foot wide easement the centerline of which is described as follows:
Commencing at the south point of curvature on the south line South Boulevard in the Village of Ingleswood, Nebraska; thence along said south line on 545 feet radius curve to the point of beginning; thence S 28° 08' 43" W 64 feet to the south line dike. (See map attached.)

2. As consideration for this easement agreement, Grantee agrees to and does hereby pay to Grantor the sum of One Hundred (\$100.00) and no/100 Dollars.

3. Grantee shall pay all costs for installation of the waterline as it crosses Grantor's dike and all costs to restore said dike to its original condition.

4. Grantee agrees that Grantor may make repairs to the dike at the location of these waterlines and all repairs shall be at the expense of Grantee. Grantee shall install said waterline in conformity with plans and specifications prepared by Johnson-Erickson-O'Brien Engineers of Wahoo, Nebraska. Grantee agrees that the waterlines will be encased in pipe of 40 weight/gauge, together with a breather pipe constructed in such a fashion so that the breather pipe will disclose any leaks in the waterline as it traverses Grantor's dike.

5. Grantee agrees to install and maintain a bulkhead on the riverside of the dike in accordance with the plans and specifications.

6. All costs in connection with this easement agreement to be borne by Grantee.

7. Grantee agrees that this easement agreement shall be binding upon him, his successors and assigns.

FARMLAND, FREMONT & RAILROAD DRAINAGE DISTRICT, Grantor

By E. L. Keim
Its President

Bernard L. Paden
BERNARD L. PADEN, Grantee

LEONA K. PADEN
LEONA K. PADEN, Grantee

HILLS FARM, INC.

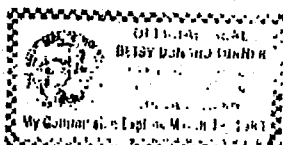
By [Signature]
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STATE OF CALIFORNIA)
COUNTY OF San Diego) 55

The foregoing instrument was acknowledged before me this 12th day of December, 1980, by E. L. KEIM, President of FARMLAND, FREMONT & RAILROAD DRAINAGE DISTRICT.

Betsy Donaho Turner
Notary Public

Betsy Donaho Turner



STATE OF NEBRASKA)
COUNTY OF DODGE) SS

The foregoing instrument was acknowledged before me this 22 day of December, 1980, by Bernard T. Schafersman, Corporate Manager of HILLS FARM, INC., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
DIANE L. DAVIS
My Comm. Exp. Oct. 27, 1981

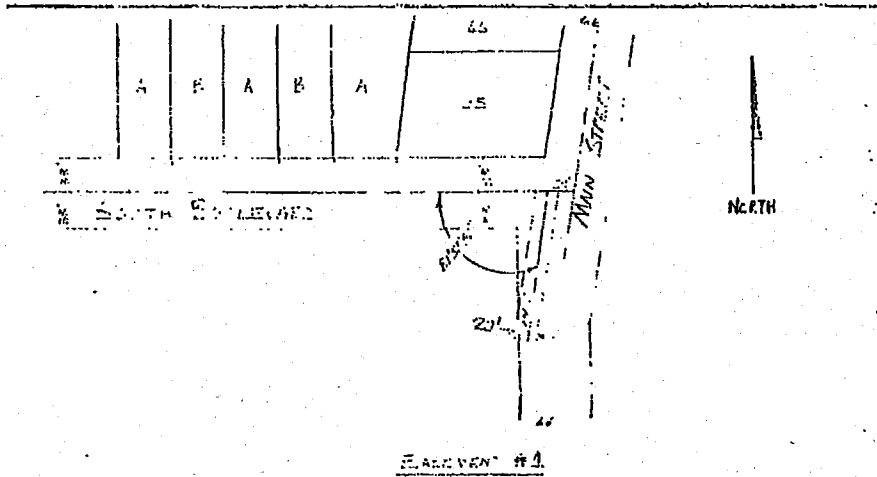
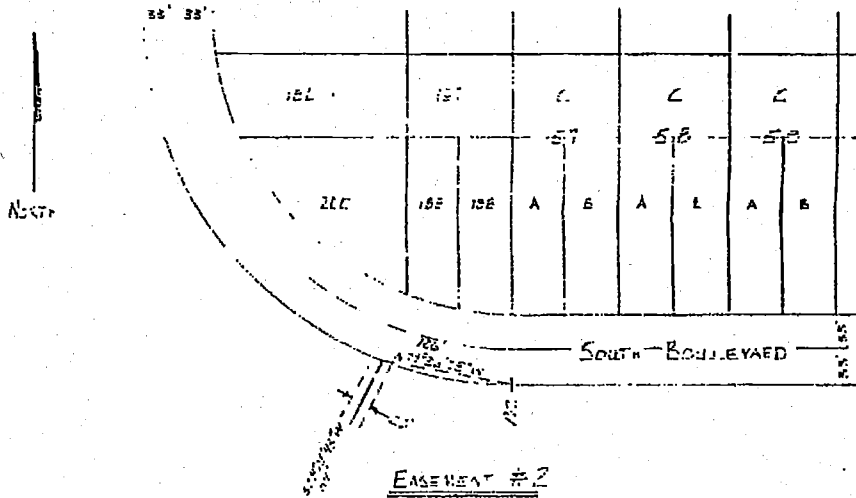
[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) SS

The foregoing instrument was acknowledged before me this 5 day of ~~December~~ January, 1980, by BERNARD L. PADEN and LEONA K. PADEN, husband and wife.

GENERAL NOTARY - State of Nebraska
NICHOLAS J. LAMME
My Comm. Exp. June 2, 1981

[Signature]
Notary Public



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