

THIS AGREEMENT, Made and entered into this 1st day of November, 1961

by and between Fremont and Railroad Drainage District, a corporation party of the first part, and Inglewood Lakes, Inc., a corporation

party of the second part, WITNESSETH, That the said party of the first part has this day leased unto the party of the second part the following described property, situated in the County of Dodge and State of Nebraska to wit:

That portion of its dike located in the NE 1/4 of Sec. 27, Twp. 17 N., R. 8 E. of the 6th P.M., and as per plat attached hereto and made by County Surveyor Lind on October 15, 1961,

The quarter of section, in Township, Range of the P.M., together with the buildings and improvements thereon and thereto appertaining from the 1st day of November, 1961 to the 1st day of November, 1964 and the said second party, in consideration of the leasing of the above premises, hereby covenants and agrees with the said party of the first part to pay the said party of the first part as rent for the same as follows, to-wit:

\$100 on November 1st of 1961, 1962 and 1963, for a total of \$300, the payment of the first installment having been made.

None of the devoted portion of the dike shall be occupied. The road passing over the dike and entering second party's premises shall be filled and surfaced as directed by the Fremont City Engineer. The use of said dike shall be of such a nature by the second party that it shall not be injured or weakened in any way and second party shall abide by the direction of said city engineer in restoring said dike to a satisfactory condition in complying with this requirement. The second party's lake, if diked, shall be four feet lower at its highest point than first party's dike. Whenever it becomes necessary to serve the public weal, first party, as a public corporation, may invade the leased premises or terminate the leased premises with a pro-rata or an abatement of the rent caused by said invasion or termination.

AND IT IS FURTHER EXPRESSLY AGREED between the parties hereto that the said party of the first part should it deem it necessary may, at the cost and expense of the party of the second part, employ men and equipment to go upon said premises and cultivate the crops and harvest them or to do anything that is necessary to promote their growth or save them at any time before they are in the granaries, the whole expense of the same to be a lien upon said second party's share of said crops.

AND IT IS FURTHER EXPRESSLY AGREED by the party of the second part that it will carefully protect all buildings, fences and improvements of every kind that are now on said premises or that may be erected thereon during the continuance of this lease; that it will promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the party of the first part, in as good repair as they now are or may be at any time during the continuance of this lease, ordinary wear and loss by fire excepted. Said second party also expressly agrees to haul and scatter upon said land regularly in the months of and all manure accumulated thereon and will keep the cultivated lands of said premises free from weeds and destroy all weeds along the fences and about all the buildings, including all cockleburs and weeds on the highway adjoining the land and along the borders of the fields before they ripen their seeds; that will keep the well, pump and windmill on said premises in good repair, exceptional loss by heavy wind or fire excepted.

AND IT IS FURTHER AGREED by the party of the second part that it will not sub-let nor in any manner release any part of the described premises without the consent of party of the first part.

AND IT IS FURTHER AGREED that the party of the first part and its agents may go upon said premises at any time to inspect the same or to make improvements thereon and to plow for future crops and to sow small grain in corn and stubble ground in the fall before the expiration of this lease.

The covenants herein shall extend to and be binding upon the heirs executors and administrators of the parties to this lease.

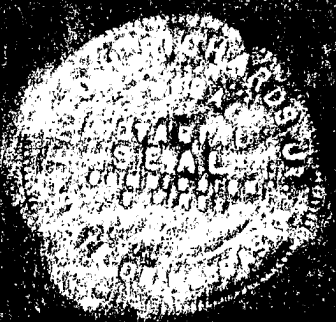
AND IT IS FURTHER EXPRESSLY AGREED that the second party shall secure the performance of the terms and conditions of this lease on part by giving to the first party on demand a chattel mortgage upon all or any part of the crops growing or gathered on said premises during said term. And if said second party shall neglect or refuse to give such chattel mortgage upon demand, or if shall at any time give or attempt to give to, or permit any person or persons to obtain a lien upon said crops or any part thereof, or violate any other lawful charges due first party; Third, the remainder, if any, shall be paid to the second party in full satisfaction for services in planting and tending said crops, any seeds furnished by him, or any other sums due him hereunder. It is further agreed that the covenants and agreements noted on the reverse side of this instrument, if any, are hereby incorporated into and made a part of this lease.

Signed this 1st day of November, 1961

Signed and delivered in the presence of [Signature]

FREMONT, FARMLAND & RAILROAD DRAINAGE DISTRICT (SEAL) BY [Signature] President (SEAL) INGLEWOOD LAKES, INC. (SEAL) BY [Signature] President (SEAL)

STATE OF _____
_____ County



On this 1st day of November, 1962, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ray S. Moller and J. S. Johnson, the respective presidents of the corporate lessor and lessee

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed, and that of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

[Signature] Notary Public

My Commission expires the 15th day of May, 1963.

FARM LEASE

FROM

TO

From _____ 19____

To _____ 19____

STATE OF Nebraska County Dodge

Received for record at 10 o'clock, and 15 minutes, A. M., June 26 1962, and recorded in Book No. X of _____, on page 476

Willy A. Rowal
Register of Deeds.

Deputy.

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED

15
1/2