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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT was entered into on the 30<sup>th</sup> day of September, 1947, by and between the CITY OF OMAHA, a municipal corporation of the State of Nebraska, hereinafter sometimes referred to as "Grantor" and EAST OMAHA DRAINAGE DISTRICT, a corporation organized under the Statutes of the State of Nebraska, now appearing in Article 4, Chapter 31, Revised Statutes of Nebraska, 1943, hereinafter sometimes referred to as "Grantee."

WHEREAS, on August 26, 1947, the Grantor granted an easement to East Omaha Drainage District, and

WHEREAS, the plans of the United States Army Engineers for Unit #2, Section 1, of the Omaha Flood Protection plan requires the Government, or its contractor, to enter upon and construct certain flood protection works on property excluded from said original easement.

NOW, THEREFORE, in consideration of the benefits which will accrue to it by virtue of the rebuilding and enlarging of the levee at the Grace Street sewer and south therefrom and notwithstanding any language contained in the easement of August 26, 1947, the Grantor does hereby grant unto East Omaha Drainage District, the Grantee, the right and authority to enter on any City property located eastward from the Union Pacific right-of-way and south of the north boundary of the Grace Street sewer, located in Section 14, Township 15 West, Range 13 East, and Section 23, Township 15 North, Range 13 East, Douglas County, Nebraska, for the purpose of constructing and maintaining a levee and flood protection works in accordance with the plans for Unit #2, Section 1, of the Omaha Flood Protection Plan for 1947, prepared by the Corps of Engineers, U. S. Army. The rights herein granted are to continue only for so long as East Omaha Drainage District uses the property for the purposes specified in this agreement. Except as herein specifically modified, the agreement of August 26, 1947 shall remain in full force and effect, and this agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Grantor and the Grantee.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of the City of Omaha, by its Mayor, and attested by its City Clerk, and its Corporate Seal affixed hereto this 30<sup>th</sup>.

