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*Carol Givens*

Carol Givens, Register of Deeds  
DODGE COUNTY NE  
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Lincoln, NE 68508

**First Amendment to Declaration of Covenants, Conditions, Restrictions,  
and Easements, of the Hills Farm East Lake Subdivision,  
located in Dodge County, Nebraska**

This First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements of the Hills Farm East Lake Subdivision (this “First Amendment”) is made by NEBCO, Inc., a Nebraska corporation, including its affiliates, subsidiaries, assigns, and successors-in-interest (hereinafter collectively referred to either as “Declarant” or “NEBCO”).

The Declarant previously entered into that certain Declaration of Covenants, Conditions, Restrictions, and Easements, of the Hills Farm East Lake Subdivision located in Dodge County, Nebraska dated November 6, 2024, and recorded with the Dodge County Register of Deeds on November 7, 2024 as Instrument No. 202404344 (the “Declaration”), relating to the “Subdivision” described on **Exhibit A** attached hereto and incorporated herein by reference;

As of the date hereof, the Declaration is subject to the Period of Declarant Control (as defined in Section 7.3 of the Declaration) and the Declarant owns at least seventy-five percent (75%) of the Lots within the Subdivision subject to the Declaration.

Pursuant to the Preliminary Statement and Sections 7.3 and 7.8 of the Declaration, the Declarant desires to amend and modify the Declaration with respect to certain commercial and industrial operations on property located adjacent to and nearby the Subdivision as more fully described hereinbelow.

For good, lawful and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the Declarant hereby agrees as follows:

1. Definitions. Defined terms utilized in this First Amendment which are not otherwise defined herein shall have the meaning ascribed to them by the Declaration.

2. Consent to Industrial Operations; Tree Rows and Tree Lines. Section 7.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

“7.6. Consent to Industrial Operations. Declarant discloses that NEBCO (including its affiliates) conducts and may conduct future industrial operations and sand and gravel operations on real property on or within two (2) miles of the Subdivision property affected hereby and upon other real property located near the boundary of the Subdivision (all such property shall be referred to herein as the “Industrial Property”). Each Lot Owner, by acceptance of a deed or other conveyance of any of or any portion of the Property acknowledges and represents, as a condition precedent to taking ownership:

a. Each said Lot Owner has taken title to all or a portion of the property with the knowledge that NEBCO and its various business divisions are conducting, and may continue to conduct, industrial operations and sand and gravel operations on the Industrial Property, and each Lot Owner consents to such industrial and to such sand and gravel operations being conducted on the Industrial Property and to the easements afforded such operations by these Covenants;

b. Each owner agrees that the scope of the industrial operations and of the sand and gravel operations may change and expand in the future, all of which operations are and shall be encompassed within the easement set forth in Article VI of these Covenants; and

c. Each owner agrees that the recording of these Covenants is an essential part of, and a material inducement to, the Declarant’s ability develop the Subdivision and that no development of the Property would have been possible without the recording of these Covenants, easements, and restrictions, granted herein.

d. Each Owner agrees to hold NEBCO and any affiliate or division of NEBCO (“the Indemnites”), harmless from any and all claims relating to the Industrial Property or any operations of any Indemnitee upon the Industrial Property or attendant thereto, and each owner acknowledges that should any suit, proceeding, or claim be brought against NEBCO or its affiliates by any Lot Owner in the Subdivision or as a result of any such owner initiating a proceeding or filing a complaint with a governmental agency, to prevent or in any way inhibit the operations disclosed hereby or attendant thereto, the owner through or on whose behalf such suit, complaint, or claim is brought agrees to indemnify each defendant, respondent, or responsible party for any and all costs incurred in defending and responding in any way to such suit, complaint, claim, all of which costs shall exist

as a lien against the owner(s) property pursuant to these covenants in favor of the party paying such costs, until such amounts have been reimbursed in full. Such lien can be enforced by any beneficiary or third party beneficiary of these covenants.

e. Each Lot Owner has taken title to all or a portion of the property with the knowledge that Lincoln Premium Poultry and its various business divisions are conducting, and may continue to conduct, industrial operations and food processing operations on Industrial Property owned by Lincoln Premium Poultry and its affiliates in the vicinity of the development, and each Lot Owner consents to such industrial and to such food processing and attendant operations being conducted on the Industrial Property and to the easements afforded such operations by these Covenants. Each owner agrees that the scope of the industrial operations and of the food processing and attendant operations may change and expand in the future, all of which operations are and shall be encompassed within the easement set forth in these Covenants.

f. Each Owner agrees to hold Lincoln Premium Poultry and any affiliate or division thereof (“the Additional Indemnites”), harmless from any and all claims relating to their Industrial Property or any operations of any Additional Indemnitee upon the their Industrial Property or attendant thereto, and each owner acknowledges that should any suit, proceeding, or claim be brought against Lincoln Premium Poultry or its affiliates by any Lot Owner in the Subdivision or as a result of any such owner initiating a proceeding or filing a complaint with a governmental agency, to prevent or in any way inhibit the operations disclosed hereby or attendant thereto, the owner through or on whose behalf such suit, complaint, or claim is brought agrees to indemnify each defendant, respondent, or responsible party for any and all costs incurred in defending and responding in any way to such suit, complaint, claim, all of which costs shall exist as a lien against the owner(s) property pursuant to these covenants in favor of the party paying such costs, until such amounts have been reimbursed in full. Such lien can be enforced by any beneficiary or third-party beneficiary of these covenants.”

3. No Other Changes. Except as amended by the terms of this First Amendment, the Declaration remains unchanged and is in full force and effect pursuant to its terms; provided, however, to the extent the provisions of this First Amendment contradict the language or provisions of the Declaration or any previously recorded or otherwise enforceable document relating to the use of the Subdivision and/or any Lot thereof, this First Amendment shall control.

4. Counterparts. This First Amendment may be executed in multiple counterparts which, when taken together, shall constitute one and the same document.

**[Remainder of page intentionally left blank. Signature page(s) to follow.]**



**EXHIBIT A**

[The Subdivision]



