

DUPLICATE ORIGINAL (2 of 2)

AMENDMENT TO  
MEMORANDUM OF AGREEMENT  
BETWEEN THE  
BOSTWICK IRRIGATION DISTRICT IN NEBRASKA  
AND  
KANSAS-BOSTWICK IRRIGATION DISTRICT NO. 2

This AMENDMENT to the MEMORANDUM OF AGREEMENT made this 5<sup>th</sup> day of March, 2002, by and between Kansas- Bostwick Irrigation District No. 2, party of the first part, and the Bostwick Irrigation District in Nebraska, party of the second part.

WITNESSETH:

WHEREAS, the following statements are made by way of explanation:

a. Kansas-Bostwick Irrigation District No. 2, party of the first part, and the Bostwick Irrigation District in Nebraska, party of the second part, during Board of Directors meetings for each of the respective Districts executed the "Memorandum of Agreement between the Bostwick Irrigation District in Nebraska and Kansas-Bostwick Irrigation District No. 2," copy of which is attached hereto.

b. The above referenced Memorandum of Agreement did not provide an appropriate description or reference to the water supply facilities covered by the Agreement for the operation, maintenance and replacement.

c. To provide a more accurate and comprehensive description of the water supply facilities covered by the Agreement, the "Memorandum of Agreement between the Bostwick Irrigation District in Nebraska and Kansas-Bostwick Irrigation District No. 2" is hereby amended as follows:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set out, it is agreed as follows:

1. Article 4 under the heading "BACKGROUND" is deleted in its entirety and replaced with the following:

4. The portion of the Courtland Canal located in Webster and Nuckolls Counties in the State of Nebraska, herein designated as Courtland Canal in Nebraska, is used by both parties for transportation of irrigation waters for later use on their respective lands, and

2. Article 5 under the heading "BACKGROUND" is deleted in its entirety and replaced with the following:

5. Certain subsurface and surface drains have been built in Nebraska as part of the Courtland Canal water supply works and for the purposes of this agreement are considered a part of the water supply works that serves both parties, and

3. Article 1, first paragraph, and Article 1.A and Article 1.B under the heading "AGREEMENT" are deleted in their entirety and replaced with the following:

1. The facilities covered by this agreement for operation, maintenance and replacement are mutually agreed by both parties to include Superior-Courtland Diversion Dam, the drains or portions of drains constructed in Nebraska as part of the Courtland Canal water supply works, and the Courtland Canal in Nebraska. It is mutually agreed between the parties that as of January 1, 2001, the facilities covered by this agreement are as shown in Exhibit 1, attached hereto and by this reference made a part hereof. If at any time the parties to this agreement cannot reach mutual agreement as to the inclusion of additional facilities and/or the exclusion of facilities as shown on said Exhibit 1, Reclamation will make the final determination as to the facilities that will be included in this agreement.

The parties hereto agree to the procedures for operation, maintenance and replacement of the included facilities as follows:

- A. Kansas-Bostwick Irrigation District No. 2 will operate, maintain and replace these facilities and Bostwick Irrigation District in Nebraska in consideration thereof will bear a percentage of the costs associated with such activities, and
- B. For purposes of this agreement, the subsurface drains or portions of subsurface drains constructed in Nebraska as part of the Courtland Canal water supply works shall include but is not limited to Subsurface Drain 34-1-7C, Subsurface Drain 33-1-7C, Subsurface Drain 33-1-7, Subsurface Drain 33-1-7-3C, Subsurface Drain 9-1-9, and Subsurface Drain 13-1-9, as shown on said Exhibit 1, and

4. Article 1.C under the heading "AGREEMENT," the reference to "Article 1.B" in the 5<sup>th</sup> and 6<sup>th</sup> lines is deleted and replaced with "Article 1."

