

A G R E E M E N T

THIS AGREEMENT made and entered into this 5th day of November, 1948, by and between the Metropolitan Utilities District, of Omaha, Nebraska, Party of the First Part, and Golden Valley Cooperative Association, of Omaha, Party of the Second Part, Witnesseth:-

That for and in consideration of the sum of Forty Four Thousand Five Hundred and no/100 Dollars (\$44,500.00) in hand paid to said First Party by said Second Party, the receipt of which is hereby acknowledged, said First Party Agrees:

1. To install eight-inch cast iron water mains: On 84th Street from the terminus of the existing main about 100 feet south of Chicago Street to Brentwood Road; on Brentwood Road from 84th Street to Broadmoor Drive; on Broadmoor Drive from Brentwood Road to 90th Street. To install six-inch cast iron water mains: On Broadmoor Drive from 84th Street to 86th Street; on 85th Street from Brentwood Road to Broadmoor Drive; on 86th Street from Brentwood Road to Broadmoor Drive; on 87th Street from Broadmoor Drive to the south line of Lot 1, Block 7, Broadmoor Heights Addition; on 88th Street from Edgevale Place to Westover Road; on 89th Street from Edgevale Place to Westover Road; on Edgevale Place from 88th Street to 89th Street, all in the County of Douglas, together with such appurtenances as said First Party may deem necessary, including a total of seven (7) Fire Hydrants, the entire project constituting the installation of approximately 7,000 feet of eight-inch main, and 7,450 feet of six-inch main, more particularly designated on the attached plat and made a part hereof.

The actual time of installation of the above provided for mains shall be subject to the availability of pipe and to weather conditions. At the time of execution of this agreement there is available only 4,300 feet of six-inch pipe, and the entire quantity of eight-inch called for.

2. That if the actual cost of installation of said water main shall be less than the amount paid as herein set forth, the difference shall be paid over to said Second Party upon demand.

3. To refund to said Second Party such amounts as may be collected from property owners abutting on the west side of 84th Street between U. S. Highway No. 6, and the north line of Broadmoor Heights Addition, as well as all property owners abutting on the east side of 84th Street between U. S. Highway No. 6, and a point approximately 22 feet south of the north line of Brentwood Road produced east, who may hereafter connect with said eight-inch main, the amounts to be collected being the proportionate part of the cost thereof, and determined on the basis of entire abutting frontage on each side of 84th Street as shown by plat attached hereto. The First Party does not guarantee to make said collections, but agrees to refuse to allow connections on said main in 84th Street until said amounts are paid in full, unless otherwise compelled so to do by court order.

The foregoing provision to refund to Second Party those sums collected for tapping said eight-inch main shall be extinguished fifteen (15) years from the date of this contract.

4. To supply water to the Second Party from the existing trunk line system at the regularly established rates now or hereafter in force or in effect for consumers outside the city limits of Omaha.

5. That it will install and connect and maintain seven (7) Fire Hydrants within Broadmoor Heights Addition as designated on the attached plat.

SECOND PARTY AGREES

6. That if the amount of money paid as set forth herein for the installation of said water mains is not sufficient to cover the actual cost thereof, said Second Party will pay over to said First Party on demand, the amount of the excess cost of said water mains.

7. That it will never make claim for the repayment of the whole or any part of said sum of Forty Four Thousand Five Hundred and no/100 Dollars (\$44,500.00) otherwise than as herein provided.

8. To pay to First Party as an annual Fire Hydrant Rental the sum of Four Hundred Twenty and no/100 (\$420.00) per annum in monthly installments of Five Dollars and no/100 (\$5.00) for each Fire Hydrant.

9. That no water shall be used from said Fire Hydrants for the Second Party's benefit except for extinguishment of fires, without the written consent of First Party, and payment therefor.

That it will comply with all the Rules and Regulations of Metropolitan Utilities District which are now or may be hereafter in effect.

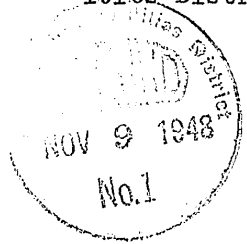
10. That it will execute the District's standard form of Hydrant Rental Agreement and subscribe to all its terms and conditions.

To pay for all water used at the regular rates established by First Party from time to time, and to cause each lot owner to execute a standard form of application or contract for water service at the time he makes connection and commences to receive service, obligating himself to pay for service received by him, including his proportionate share of hydrant rental, as provided in paragraph 8 above and any subsequent amendment thereto.

IT IS MUTUALLY AGREED

11. That First Party may make any and all extensions from all mains herein referred to, or make service connections to said pipe lines without charge therefor except as otherwise herein provided, which it (the District) may deem proper and necessary.

12. Between the parties hereto that said pipe lines shall be the property of and under the control and jurisdiction of Metropolitan Utilities District, its successors and assigns.



METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA
FIRST PARTY

By W. S. Byrne
W. S. Byrne, General Manager



SECOND PARTY
GOLDEN VALLEY COOPERATIVE ASSOCIATION OF OMAHA, NEBRASKA

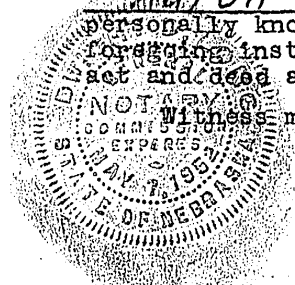
By Aaron G. Nelson
Aaron G. Nelson, President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 5th day of November, 1948, before the undersigned, a Notary Public in and for said County, appeared

Aaron G. Nelson
personally known to me to be the person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the above named corporation.

Witness my hand and Notarial Seal the day and year aforesaid.

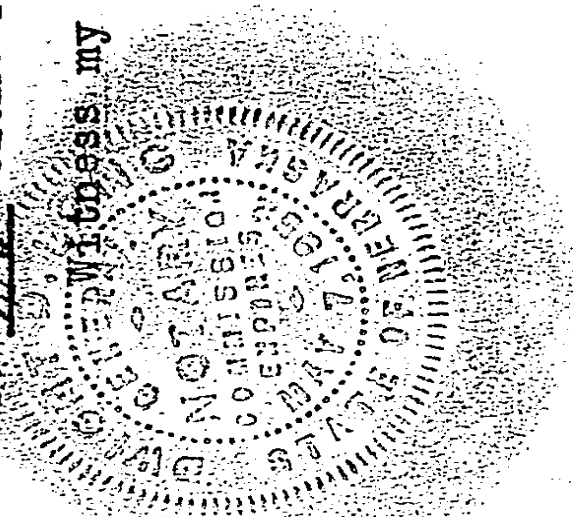


Dwight D. Long
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15 day of November, 19 48, before me a Notary Public duly commissioned and qualified in and for said county, personally appeared the above W. S. Byrne, General Manager of Metropolitan Utilities District of Omaha, Nebraska, who is to me known to be the identical person who subscribed the above instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year aforesaid.



W. S. Byrne
Notary Public

20 October 1948.

RESOLUTION

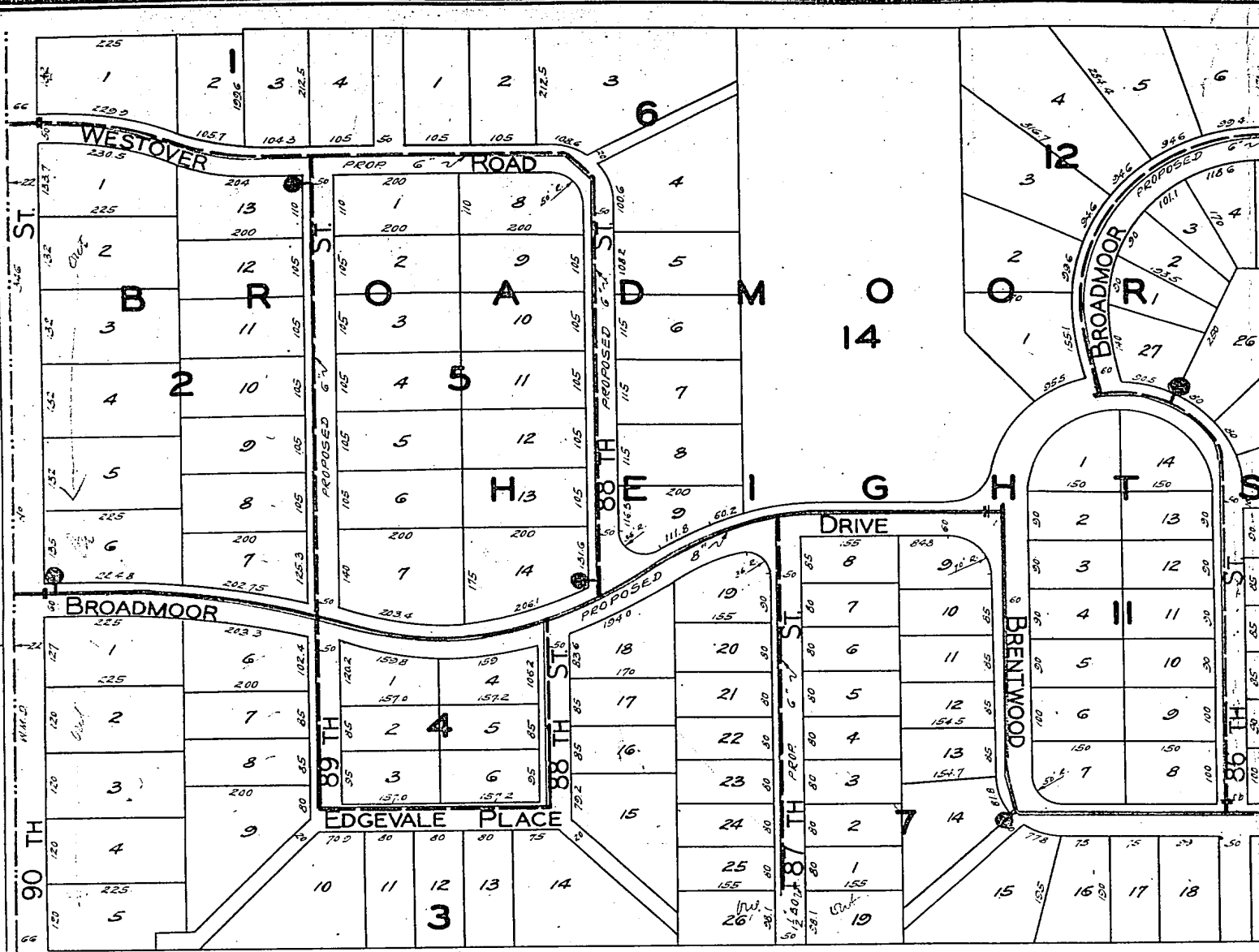
On motion the following Resolution was duly made and adopted:

"WHEREAS, The Golden Valley Cooperative Association proposes to apply to Guarantee Mutual Life Company of 18th & Douglas Sts., Omaha, Nebr., for a development financing loan of not to exceed Fifty Thousand Dollars (\$50,000.00) for the purpose of installation of water supply utilities on the Broadmoor Heights Subdivision near Omaha, Nebraska,

NOW THEREFORE, BE IT RESOLVED, That Aaron G. Nelson, President, be authorized to bind the corporation by signing, and Bruce H. Cummings, Secretary, be authorized to certify with the Corporate Seal, such appropriate papers as may be required by the Guarantee Mutual Life Company and the Metropolitan Utilities District necessary to accomplish the purpose cited above."

Certified a true copy of Resolution duly made and adopted at Meeting No. 90 of Board of Directors of Golden Valley Cooperative Association, Wednesday, 20 October 1948.

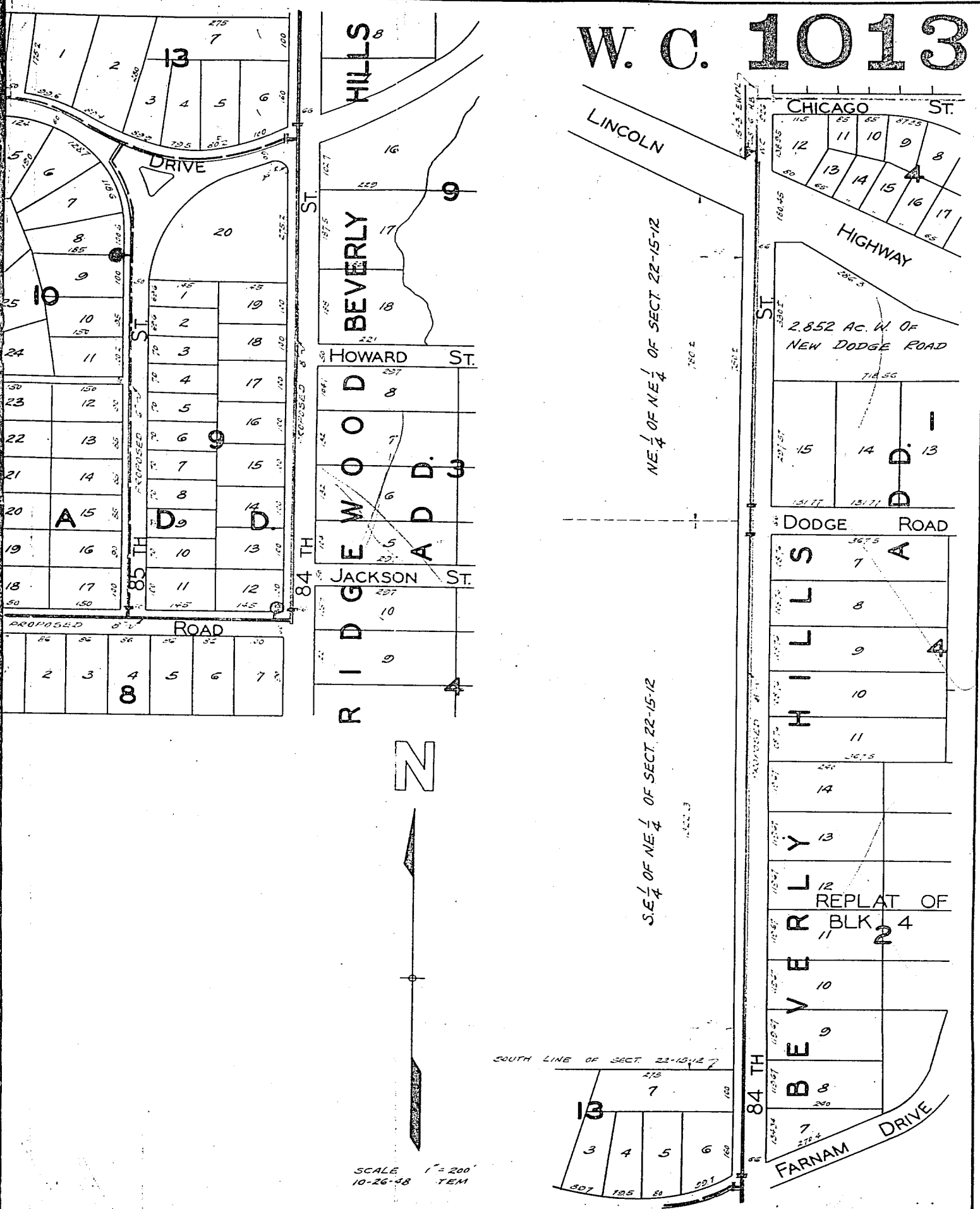

Bruce H. Cummings
BRUCE H. CUMMINGS, Secretary.



BILL OF MATERIAL

- 6875 FT. OF 8" C.I. CLASS 150 WATER PIPE
- 7795 FT. OF 6" C.I. CLASS 150 WATER PIPE
- 2 - 12" SLEEVES
- 1 - 12 x 8 TEE
- 1 - 12 x 6 TEE
- 2 - 8 x 8 TEES
- 9 - 8 x 6 TEES
- 1 - 8 x 6 CROSS
- 6 - 8" VALVES & BOXES
- 12 - 8" x 22 1/2° BENDS
- 2 - 8" x 11 1/4° BENDS
- 2 - 8" OFFSETS
- 2 - 8" PLUGS
- 7 - 6 x 6 TEES
- 3 - 6" x 45° BENDS
- 11 - 6" x 22 1/2° BENDS
- 12 - 6" x 11 1/4° BENDS
- 2 - 6" x 5 3/8° BENDS
- 2 - 6" OFFSETS
- 4 - 6" VALVES & BOXES
- 1 - 6" PLUG
- 7 - FIRE HYDRANTS
- 1 - 1 1/2" BLOWOFF
- 2 - 6" x 90° BENDS

W. C. 1013



2. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, 16 DAY NOVEMBER, 1948, AT 8:55 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. \$ 26.55