

AGREEMENT

THIS AGREEMENT, made and entered into this 3/ day of March, 1979, by and between Mary Atkins, DBA, ATKINS MOBILE HOME RANCH, herein-after called "ATKINS" and the "OMAHA PUBLIC POWER DISTRICT", Public Corporation in Nebraska, hereinafter called "OPPD".

WITNESSETH:

WHEREAS, OPPD owns property near ATKINS which is presently not being utilized, but which may be utilized in the future by OPPD, and

WHEREAS, said property does not have provisions for treating wastewater therefrom, and

WHEREAS, ATKINS desires to construct a lagoon-type wastewater treatment facility with capacity to treat ATKINS wastes and the wastes that are estimated to be discharged from said property owned by OPPD, and

WHEREAS, OPPD desires to discharge the wastewater from said property when developed to said lagoon-type wastewater treatment facility.

NOW THEREFORE, the parties do agree as follows:

1. ATKINS will permit OPPD to connect a sewer line, no larger than 8-inch in diameter to ATKINS "existing manhole" on the northwest corner of ATKINS property adjacent to the Union Pacific Right-of-Way. Said manhole is identified as "Existing manhole" on the enclosed drawings.

2. ATKINS hereby grants an easement to OPPD for construction of a sewer line across the northwest corner of ATKINS property at the approximate location shown on the enclosed drawing. Copy of said easement is attached, to be signed when exact location of sewer line is determined. The cost, if any, of preparing any necessary documents for the easement will be borne by OPPD.

3. ATKINS will permit the discharge of domestic wastewater from OPPD of up to 15,000 gallons per day (30-day average) into the "existing manhole" described in Paragraph No. 1 above. The 5-day biochemical demand (BOD) of the wastewater shall not exceed 31 pounds per day. OPPD will furnish water use records to ATKINS upon request to verify that the discharge is less than 15,000 gallons per day, (30-day average).

4. ATKINS agrees to construct the required force main, waste treatment lagoons, and appurtenances to provide treatment of the domestic waste discharged by OPPD adequate to meet the National Pollution Discharge Elimination System (NPDES) Permit in effect for ATKINS for the term of the Agreement.

5. ATKINS agrees to obtain all required permits to construct said treatment facilities including the Nebraska Department of Environmental Control, the Papio Natural Resources District, the Union Pacific Railroad and to maintain said permits in effect for the term of this Agreement.

6. ATKINS agrees to maintain said waste treatment facilities in conditions acceptable to the Nebraska Department of Environmental Control for the term of this Agreement.
7. OPPD agrees to pay ATKINS for the right to use the existing sewer system and the existing lift station necessary to discharge OPPD's wastewater through the new force main to the new treatment facilities. The agreed one-time lump sum amount for the continuous right to use ATKINS sewer system and lift station is \$3,900.00, payable within 30 days of the execution by ATKINS of a construction contract to construct the force main and the waste treatment lagoons.
8. OPPD agrees to pay ATKINS 22.6% of the costs to design and construct the force main and waste treatment lagoon to treat the combined domestic wastes from ATKINS and OPPD. (The percentage is based upon the estimated ratio of 5-day BOD from OPPD to the design 5-day BOD of the waste treatment lagoons, 31 lbs OPPD to 137 lbs Design.) The maximum amount to be paid by OPPD to ATKINS for said design and construction will in no event exceed \$20,000.00. Any additional costs exceeding OPPD's maximum contribution shall be paid by ATKINS. The costs to design and construct the force main and waste treatment lagoons will include engineering costs, surveying costs, soils testing costs, construction costs for the force main and for the waste treatment lagoons and appurtenances. ATKINS will present copies of contracts and invoices to OPPD to support the costs. OPPD's share of the costs shall be due in accordance with the following schedule:

- a) Due upon execution of construction contract \$ 5,000
- b) Due upon 25% completion of construction 5,000
- c) Due upon 50% completion of construction 5,000
- d) Due upon completion of construction up to 5,000
(The exact amount to be 22.6% of the costs, up to \$20,000 maximum, set forth in this paragraph, less amounts a, b, c hereof.)

Payment by OPPD shall be received by ATKINS within 30 days of written notification of the above dates.

9. OPPD agrees to pay ATKINS a sum of \$6,100.00 for OPPD's share (22.6% of \$27,000.00) of the cost of the land deemed necessary to construct the waste treatment lagoons, the force main and the access road to the lagoons. The sum of \$6,100.00 is due and payable within 30 days of the execution of the contract to construct the force main and waste treatment lagoons. Title of the land remains with ATKINS.

10. OPPD agrees to pay on an annual basis to ATKINS 22.6% of the costs of operation and maintenance of the force main, waste treatment lagoons, access road, sampling and metering facilities, along with the cost of sampling the wastewater and performing the analysis work on the samples. The present estimated total annual cost of operation and maintenance is \$7,000.00, of which OPPD would be estimated to pay \$1,600.00 per year. ATKINS agrees to maintain records of operation and maintenance costs satisfactory to OPPD. The first annual payment for OPPD's share of annual operation and maintenance and equipment replacement costs will be due within 30 days of the submittal of a statement of the operation and maintenance costs to OPPD. The first statement, pro-rated for the number of months remaining in the year, will be presented

in the first January following the sewer connection by OPPD to the "existing manhole" described in sub-paragraph No. 1 of this Agreement and active discharge of wastewater by OPPD to the treatment system. Statements for subsequent years will also be submitted in January. ATKINS agrees that the annual increase above \$1,600.00 per year would not exceed the annual U.S. Government cost of living increase without written approval of OPPD.

11. Both parties agree that the intent of this Agreement is for ATKINS to treat the wastewater from the OPPD facility to the treatment levels required by the current NPDES permit and that if the treatment levels are changed in subsequent NPDES permits, that OPPD will have the option of either paying 22.6% of the increased capital costs, and operation and maintenance required to meet the increased treatment levels during the term of this Agreement or OPPD may withdraw from this Agreement and construct their own waste treatment facilities. However, ATKINS will not refund any funds paid by OPPD to ATKINS during the term of this Agreement.

12. Nothing herein shall be construed to create a joint venture, partnership or any association between OPPD and ATKINS as to the construction or operation of the proposed forcemain and waste treatment lagoons and in this connection OPPD shall have no liability to any party with whom ATKINS may contract or hire for such construction or operation. OPPD's sole obligation hereunder being the payment of fees provided herein.

13. This Agreement may be terminated by OPPD with 6 months notice, should OPPD no longer require the use of the treatment facilities. Upon termination OPPD will not be required to pay their share of the operation and maintenance costs as outlined in Paragraph 10 of this Agreement and ATKINS would agree to refund the sum of \$3,900.00 for the use of ATKINS Sewer System and lift station less a use fee of \$400.00 per year from the date of payment of the \$3,900.00 by OPPD. ATKINS will not refund any funds paid by OPPD to design and construct the force main and waste treatment facilities as set forth in Paragraph 8 of this Agreement. ATKINS will not refund any funds paid by OPPD for OPPD's share of the cost of the land necessary to construct the force main, the waste treatment lagoons and the access road, as set forth in Paragraph 9 of this Agreement. In the event OPPD does terminate this Agreement; thereupon, any easements or rights to ingress or egress to the ATKINS property will extinguish and be held for naught.

14. This Agreement may be terminated by ATKINS should the costs to ATKINS to design and construct the force main and waste treatment lagoons to treat the combined domestic wastes from ATKINS and OPPD minus the \$20,000.00 payment from OPPD exceed \$70,000.00. The right to ATKINS to terminate this Agreement shall end upon execution by ATKINS of a contract to construct the force main and treatment lagoons.

15. ATKINS agrees to enter into a contract to construct the force main and waste treatment lagoons or to terminate this Agreement on

or before August 8, 1979 and after entry of a contract to complete construction of the force main and waste treatment lagoons on or before December 31, 1979.

16. This Agreement is binding upon the heirs, successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATKINS MOBILE HOME RANCH

By Mary Atkins

OMAHA PUBLIC POWER DISTRICT

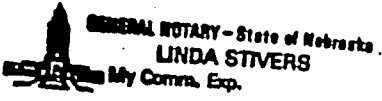
Lloyd C. Shella
Assistant General Manager



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 28th day of March, 1979, before me, the undersigned, a Notary Public in and for said County, personally appeared Mary Atkins to me known personally to be identical person who signed the foregoing instrument and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Linda Stivers
NOTARY PUBLIC

My Commission expires on the 10 day of June, 1982

Reviewed by: [Signature]
Attorney

[Signature]
Projects & Construction

STATE OF NEBRASKA)

BOOK 635 PAGE 674

)ss.

COUNTY OF DOUGLAS)

On his 15th day of March, 1979 before me the undersigned,
 a Notary Public in and for said County, personally appeared Lloyd C. Spahn
Assistant General manager of the Omaha Public Power District,
 (a corporation), to me personally known to be the Assistant General Manager
 of said corporation and the identical person whose name is affixed to the
 foregoing instrument, and acknowledged the execution thereof to be their
 voluntary act and deed of said corporation, and the Corporate Seal of said
 Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the date above written.

Earl G. Kelley
 A GENERAL NOTARY - State of Nebraska
 NOTARY PUBLIC EARL G. KELLEY
 My Comm. Exp. Sept. 10, 1982

My Commission expires on the 10th day of September, 1982

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Mary Atkins, DBA, Atkins Mobile Home Ranch, hereinafter called "Atkins", for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the OMAHA PUBLIC POWER DISTRICT, a public corporation, hereinafter called "OPPD", and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sanitary outfall sewer together with all necessary appurtenances thereto, upon, over, along and under the following described real estate, situated in Douglas County, Nebraska, to wit:

That part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, lying Southwest of the Union Pacific Railroad Co. right-of-way; and as shown on attached Exhibit "A"

TO HAVE AND TO HOLD, unto said OPPD, its successors and assigns, together with the right of ingress and egress for the purpose of constructing, maintaining and operating said sanitary outfall sewer at the will of OPPD Atkins may, following construction of said sewer, continue to use said easement area conveyed hereby for purposes of landscaping subject to the right of OPPD to the use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements or other structures shall be placed in, on, over or across said easement strip by Atkins, its successors and assigns without expressed approval of OPPD.
2. That OPPD will replace or rebuild to the satisfaction of Atkins any and all damage to improvements, including landscaping, caused by OPPD exercising its rights of constructing, maintaining and operating said sanitary outfall sewer.

3. That said Atkins, its successors and assigns do confirm with the said OPPD and its assigns, that they, Atkins is well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will defend warrant and defend this easement to said OPPD and its assigns the lawful claims and demands of all persons.

4. OPPD assumes and agrees to protect, indemnify and save harmless Atkins, its officers, agents, employees and invitees, from and against any and all claims, suits, demands, liability and expense by reason of loss or damage to any property whatsoever, including that of OPPD, or injury to or death of any person whomsoever, including OPPD its officers, agents, employees and invite, from any cause whatsoever arising or growing directly or indirectly (1) out of the construction, maintenance or operation of said sanitary outfall sewer (2) out of any defect in said sanitary outfall sewer or any failure thereof, or (3) out of any act or omission of OPPD, whether negligent or not, its agents, employees, agents or invitees, while on or about the property of the District or while working on or using said sanitary outfall sewer.

IN WITNESS WHEREOF said Atkins has hereunto set its hand this _____ day of _____, 19__.

ATKINS MOBILE HOME RANCH

By _____

ATTEST:

OMAHA PUBLIC POWER DISTRICT

Assistant Secretary

Assistant General Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 19__, before me, the undersigned, a Notary Public in and for said County, personally appeared _____ to me known personally to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission expires on the _____ day of _____, 19__.

STATE OF NEBRASKA)

)ss.

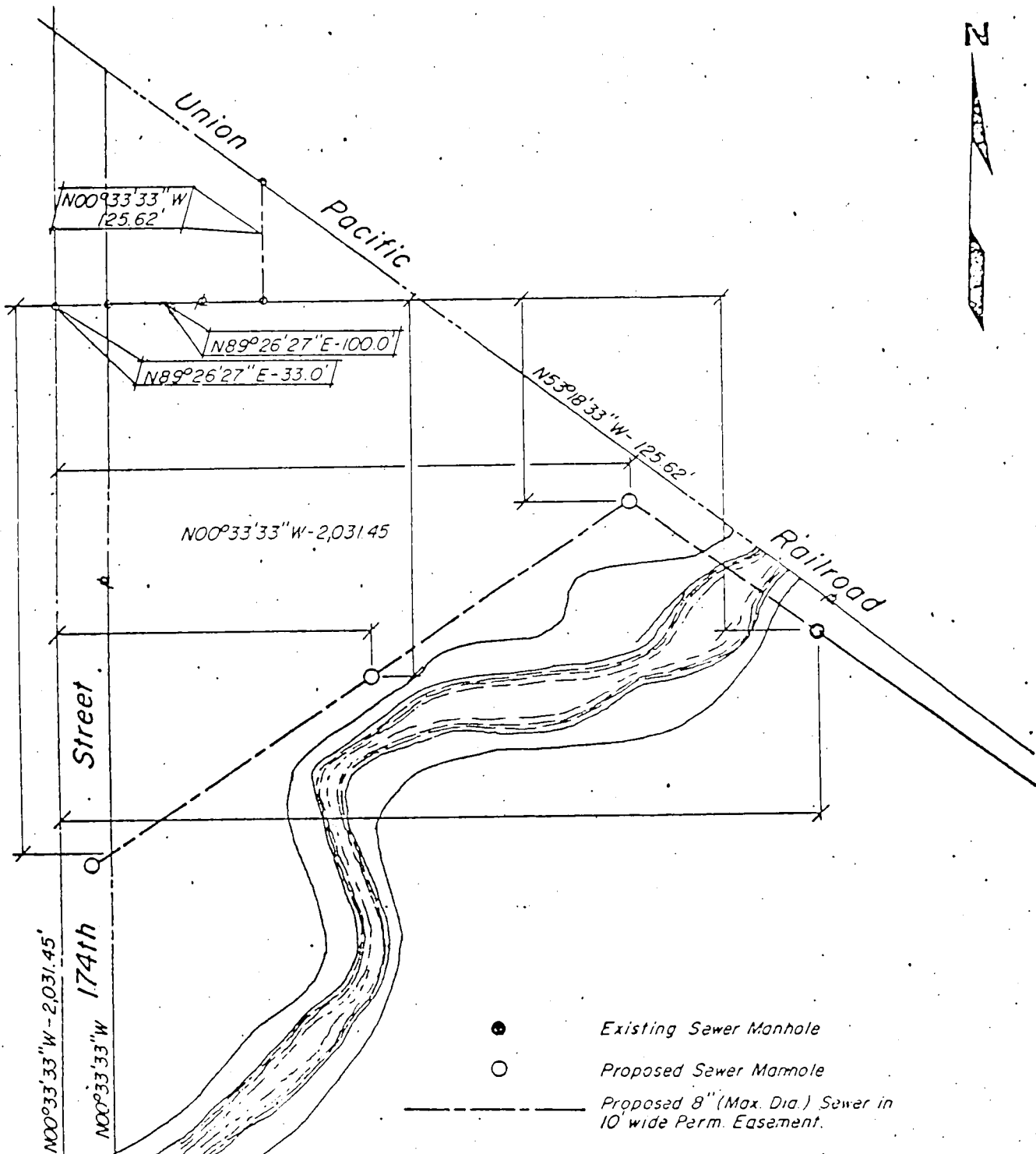
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally appeared _____ Assistant General Manager of the Omaha Public Power District, (a corporation), to me personally known to be the Assistant General Manager of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said corporation, and the Corporate Seal of said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission Expires on the _____ day of _____, 19____.



● Existing Sewer Manhole
 ○ Proposed Sewer Manhole
 - - - Proposed 8" (Max. Dia.) Sewer in 10' wide Perm. Easement.

5/4 Cor.
16-15-11

SCALE	1" = 100'	
DRAWN	1-31-79	egk
CHECK		
APPD.		
APPD.		
CH. ENG.		
DIV.	Land Rights & Serv.	

SUBSTATION NO.
 Proposed Sewer Extension
 at
 Atkins Mobile Home Ranch
 17400 W. Dodge Road

OMAHA PUBLIC POWER DISTRICT
 OMAHA, NEBRASKA

SKA

1 Misc

RECEIVED

1990 JUL -8 PM 3:12

E. HARRIS
 REGISTERED SURVEYOR
 NEBRASKA COUNTY, NEBR.

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 1-16-15-11