

2011-06812

03/09/2011 3:52:27 PM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF ah
FEES \$ 30.50
CHECK# _____
CHG OPPD CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



CUSTOMER AGREEMENT
(Inside Meter Installation)

This Customer Agreement (this "Agreement") is made and entered this 18th day of February, 2011, by and between OMAHA PUBLIC POWER DISTRICT ("OPPD"), a public corporation and political subdivision of the State of Nebraska and RM9 Holdings LLC ("Customer").

WHEREAS, Customer owns buildings, facilities and equipment now present or constructed in the future at the property (the "Customer Premises") legally described as follows:

Lot Four (4), Harrison Heights, an Addition as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, OPPD's Meter Specifications Manual ("Meter Manual") requires meter installations on the outside of buildings and facilities;

WHEREAS, Customer has requested that it be permitted to have electrical meter(s) located in the interior of the Customer Premises, as follows:

(See Exhibit A attached hereto and by this reference incorporated herein)

; and

WHEREAS, OPPD has agreed to allow the location of certain electrical meter sockets or socket panels inside the Customer Premises, as provided in and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the aforesaid and for other good and valuable consideration, the parties hereto agree as follows:

1. **Interior Installation of Meter(s).** Customer, at its own cost and expense, shall install an electrical meter socket or socket panels in the interior of the Customer Premises consistent with the plans and specifications marked Exhibit A, attached hereto and by this reference incorporated herein. [For Customer's ease of reference, the plans and specifications shown on Exhibit A must include a site plan, meter room plan, shop drawings of the meter room and metering equipment and associated wiring and must be reviewed and approved in advance by OPPD.] Any material changes to, or variations from, such plans and specifications shall be presented by Customer and approved by OPPD. Such installation shall be in a workmanlike manner and in compliance with the Meter Manual (other than exterior installation) and all other applicable rules and regulations. At all times following installation, Customer shall repair and maintain the Meter Room (as hereinafter defined) consistent with Exhibit A, the Meter Manual, the District's Service Regulations and all other applicable rules and regulations. During the term of this Agreement, Customer shall adhere to all OPPD meter specifications other than the requirement for the meter to be placed outside. At all times, Customer shall maintain the Meter Room clear of all impediments and obstructions in order to permit OPPD unimpeded and safe access to the meter panel. In the event that OPPD elects to, or is required to, install at the Customer Premises special equipment to transmit meter reading electronically to the exterior of the building to allow for automated reading by OPPD's automated meter reading equipment, the Customer shall pay for such special equipment to transmit the meter reading data, and maintenance or replacement of such equipment, as outlined on Exhibit B attached hereto and by this reference incorporated herein.

2. **OPPD Access.** Customer hereby grants OPPD full and free access to the portion of the Customer Premises where the electrical meter(s) and meter panel are located, together with a right of ingress and egress thereto (collectively, the "Meter Room"), at such times as may be necessary and/or desirable for OPPD. The parties acknowledge and agree that it is essential that OPPD be permitted to enter the Customer Premises in order to access the Meter Room on a 24 hours per day, 7 days per week,

RLD

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Land Rights 5E/EP2
444 South 16th Street Mall
Omaha, NE 68102-2247

365 days per year basis. In the event that Customer or its tenants or agents change locks to the Customers Premises, Customer shall immediately notify OPPD and deliver to OPPD's Meter Services Building at 4440 Jones Plaza a new key within ten (10) days. Customer shall not take any action or allow any action to be taken that restricts OPPD's access to the Meter Room, and shall promptly, upon notice from OPPD, take all actions necessary to remove any impediments to OPPD's access to the Meter Room.

3. **Lock Box.** OPPD shall be permitted to install a lock box at the exterior of the Customer Premises which lock box shall contain a key(s) (provided by Customer) to allow OPPD to access the Meter Room. Use by OPPD of the key(s) located in the lock box must allow OPPD access to the Meter Room without necessity of OPPD contacting Customer, its tenants or security providers. Customer shall not permit any other person use of or access to such lock box.

4. **Failure to Maintain Access.** In the event (i) OPPD is unable to gain immediate and full access to the Meter Room as and when desired or necessary, or (ii) Customer fails or refuses to provide a working key for the lock box as provided in Section 3 above, or (iii) Customer breaches any covenant herein contained and fails to cure such breach to the satisfaction of OPPD within thirty (30) days notice thereof, OPPD, in its sole discretion, may:

- (a) assess Customer a charge in the amount of \$250 per occurrence, which charge shall attach to the House Meter (H/M) and shall increase annually on the anniversary date of this agreement based on the change in the Bureau of Labor Statistics (BLS) for CPI-U-all items, with a minimum annual increase of 3 percent (3%);
- (b) terminate electrical service to the Customer Premises upon written notice to Customer; and/or
- (c) elect to terminate this Agreement upon written notice to Customer and require Customer to immediately install an exterior electric meter socket or socket panels at the Customer Premises as required by the Meter Manual.

5. **Liability and Indemnity.** In the event that OPPD is unable to access, or is delayed in accessing, the Meter Room to cut electrical power to the Customer Premises due, in whole or in part, to inability to timely access the Meter Room, Customer hereby waives any liability for damage to the Customer Premises if OPPD is unable to cut electrical power to Customer Premises. To the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless OPPD against and from all liabilities that arise from or are related to an act or omission of the Customer, its agents and tenants and any third party with respect to the Meter Room, unless such liabilities are caused by OPPD or its subcontractors. Notwithstanding any other provision in this Agreement, neither party shall be liable to the other for any punitive, consequential, incidental or special damages, or alleged lost profits, incurred or alleged to have been incurred as a result of interior electrical meters installed under this Agreement and access thereto.

6. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns and subsequent owners of the Customer Premises; provided, however, Customer may not assign or otherwise transfer this Agreement or the rights and privileges herein granted to a third party without the prior written consent of OPPD, which consent shall not be unreasonably withheld. Customer agrees that this Agreement shall run with the land, and acknowledges and agrees that OPPD may record this Agreement, or a memorandum of this Agreement, with the register of deeds of the county.

7. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth below.

8. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska, without regard to conflicts of laws principles.

9. **Termination.** Customer may elect to terminate this Agreement as to any Meter Room shown on Exhibit A if OPPD is no longer supplying electrical distribution service to the Customer Premises and, in such event, OPPD shall within a reasonable time provide to the Customer a release from the terms of this agreement suitable for recording with the Register of Deeds for the applicable county.

10. **Assignment.** Any property rights granted herein shall continue if a successor or assign of OPPD continues to require the Meter Room in order to provide electric service to the Customer Premises.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties. If there is a conflict between the terms of this Agreement and the terms of the applicable rate schedule, the District's Service Regulations, or the Meter Manual, then the terms of this Agreement shall govern. This Agreement shall be executed by the duly authorized representative of the owner of record of the Customer Premises.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first written above.

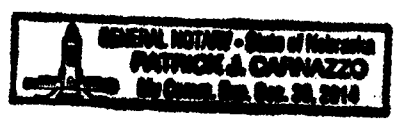
Omaha Public Power District
Date: 3/1/11
Signature: Cheryl Limbach
By: _____
Title: Mgr - Distribution Services
Address: OPPD
1101 N. 180th St
Omaha, NE
Phone No.: 402-552-4938
Facsimile No.: _____

Rmq Holdings, LLC
(Print full Customer name.)
Date: 2/18/11
Signature: [Signature]
By: Kenneth M. Franasiak
Title: Manager
Address: 3949 Forest Pkwy
Ste 100
Wheatfield, NY 14120
Phone No.: 716-693-0006
Facsimile No.: 716-693-3590

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, on this 1 day of March, 2011, by Cheryl Limbach, a duly authorized representative of Omaha Public Power District.

[Signature]
Notary Public



New York
STATE OF ~~NEBRASKA~~)
) ss:
COUNTY OF ~~DOUGLAS~~)

The foregoing instrument was acknowledged before me, a Notary Public, on this 18th day of February, 2011, by Kenneth M. Franasiak, a duly authorized representative of Rmq Holdings, LLC.

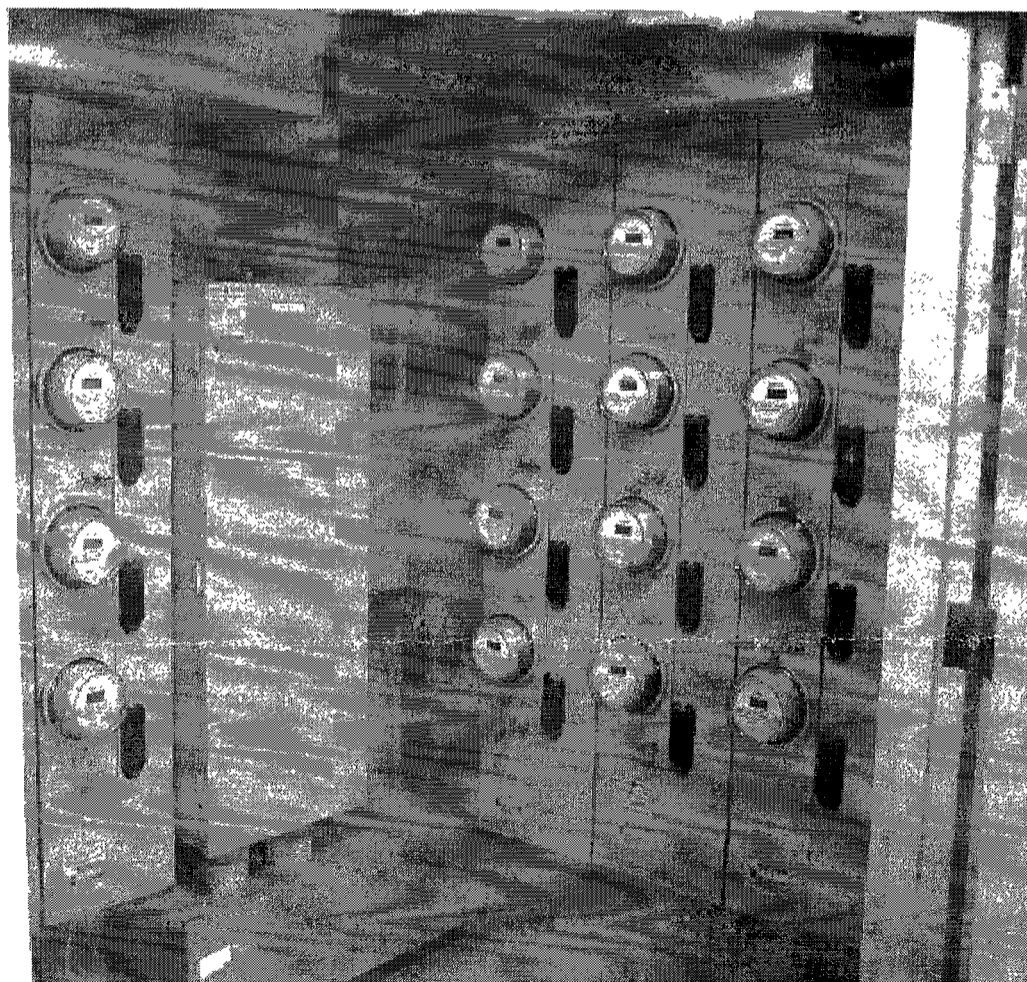
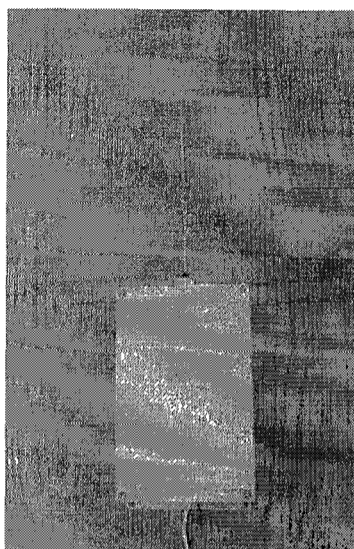
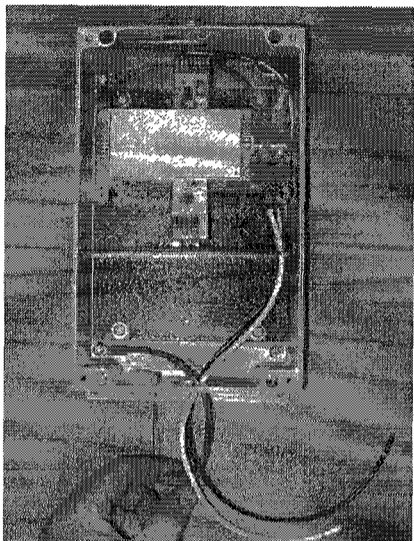
[Signature]
Notary Public

DEBORAH K. HARRIS
Notary Public, State Of New York
Qualified In Erie County,
My Commission Expires June 16, 2014

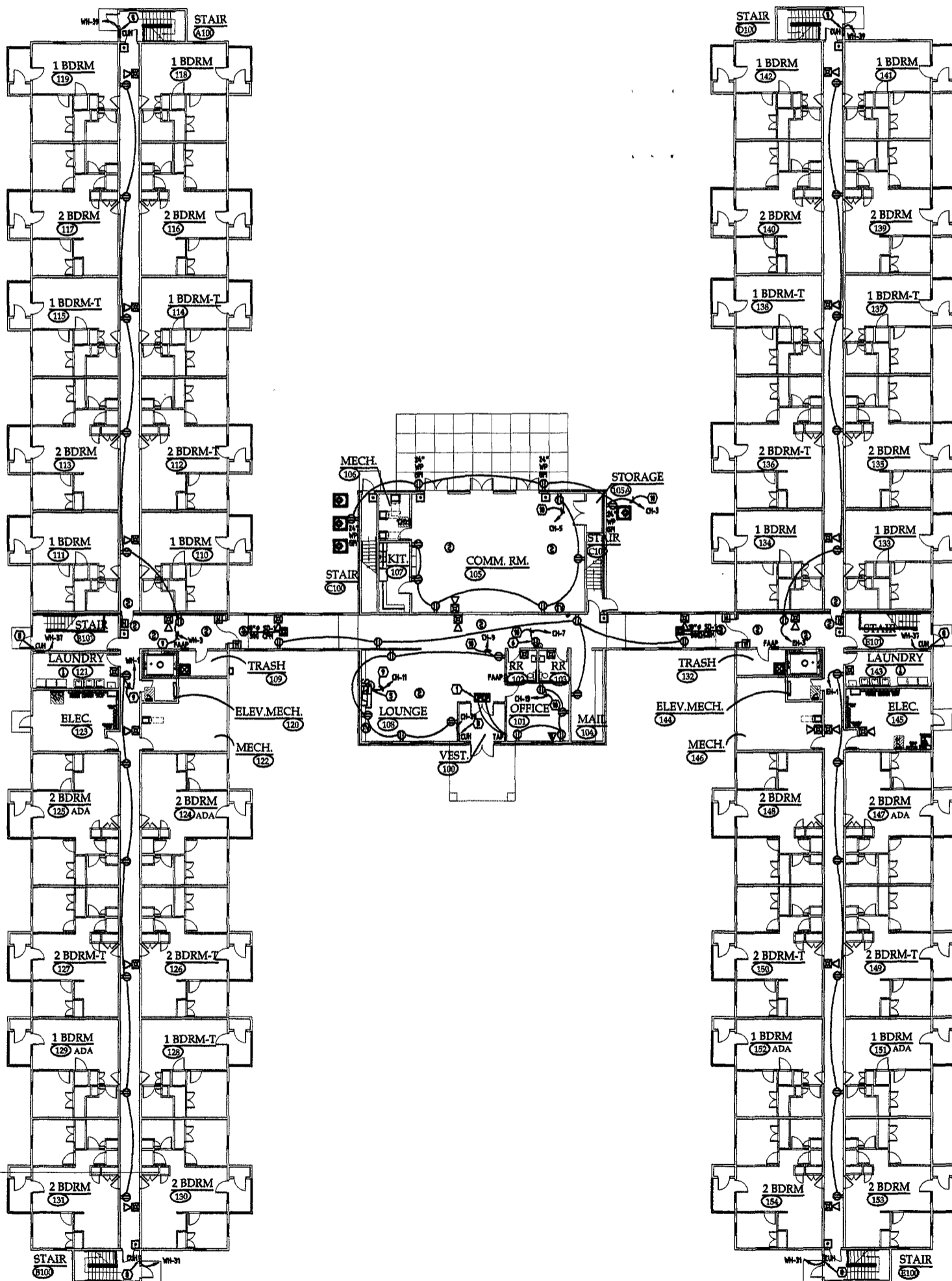
EXHIBIT B

METER READING SPECIAL EQUIPMENT

The extra cost for a RF repeater is \$1,000 and the customer/owner will be required to bring electrical service to the repeater at their cost. This is only needed when OPPD cannot read the internally mounted meters, in some cases, the repeater and the antenna will not be needed. The physical dimension of the device is 9 1/2" high x 5 1/2" wide x 3" deep and weight is 3.9 lbs.



D



1 FIRST FLOOR ELECTRICAL PLAN
1/16" = 1'-0"



NOTICE

This document, the property of, prepared and issued by the architect, is submitted for the specific project namely and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features peculiar to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing. These documents will be returned immediately upon completion of the project or upon the request of the architect.

This document is the exclusive property of the architect, no rights to ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.



SENIOR HOUSING RM 9 LOT 4 HARRISON HEIGHT La Vista, Nebraska

REVISIONS:

SA PROJECT TEAM:	PRINCIPAL	P. Silvestri
SR. ARCH.	L. RITTANTE	JR. ARCH. C. Barnett
INTERIORS	L. Idziur	DRAFTER R. RIES

SEAL:
PROGRESS PRINT

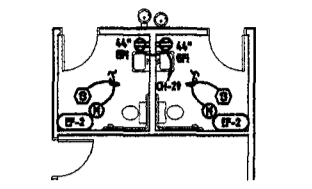
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FIRST FLOOR ELECTRICAL PLAN

80 PINEVIEW DRIVE AMHERST, NY 14228 PH. 716.691.0900 FAX 716.691.4773

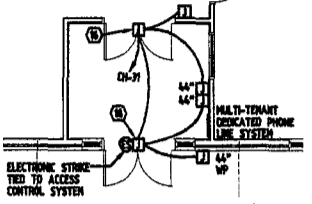
SA JOB #:	08151	DATE:	10.18.10
DRAWING #:	E-201		

SHEET NOTES

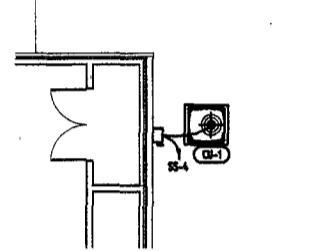
- GENERAL NOTES KEY NOTE SYMBOL = (K)
- THESE PLANS ARE SCHEMATIC IN NATURE. THOUGH A LOT OF DETAILS MAY BE SHOWN, THEY ARE NOT INTENDED TO SHOW EVERY DETAIL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH OTHER TRADES & ACTUAL SITE CONDITIONS TO PROVIDE A FULLY FUNCTIONAL SYSTEM FOR THE INTENT OF DESIGN. CONTR. SHALL VISIT JOB SITE PRIOR TO BEGINNING TO SEE SPECIFIC JOB SITE CONDITIONS.
 - ALL WORK SHALL COMPLY WITH FEDERAL, STATE & LOCAL CODES, LAWS, ACTS & ORDINANCES. IN THE EVENT OF CONFLICT BETWEEN THESE PLANS AND GOVERNING LAWS OR ORDINANCES, THE MORE STRICT SHALL APPLY.
 - RYT CONDUIT SHALL BE REQUIRED IN ALL NON-RESIDENTIAL AREAS. RIMEX NON-METALLIC SHEATHING SHALL BE PERMITTED WITHIN EACH APARTMENT UNIT & ADJACENT CORRIDORS. RIMEX SHALL NOT BE PERMITTED IN OTHER AREAS.
 - ALL 15 & 20 AMPERE, 125 VOLT RECEPTACLES IN KITCHEN WS SHALL BE GFCI PROTECTED AS REQUIRED BY THE NEC.
 - REFER TO SHEET E-401 FOR TYPICAL APARTMENT UNIT PLANS.
 - ELEC. CONTR. SHALL PROVIDE ALL NECESSARY PENETRATIONS FOR CONDUIT SLEEVES THRU FIRE RATED WALLS.
- KEY NOTES
- DOOR STRIKES/OPERATOR FOR MULTI-TENANT DEDICATED PHONE LINE SYSTEM WIRING BY ELEC. CONTR. COORDINATE INSTALLATION WITH SUPPLIER. SEPARATE POWER SUPPLY. ROUTE 1/2" GAGE 3-CONDUCTORS STRANDED WIRE FOR EACH DOOR.
 - 200V/1Ø ELECTRICAL FEEDER SYSTEM FOR ELEVATOR CONTROL. FURNISH ENCLOSED CIRCUIT BREAKER WITH SHUNT TRIP & PROVISIONS TO PADLOCK IN OFF POSITION. REFER TO ELEC. RISER DIAGRAM, SHEET E-204. PROVIDE NORMALLY OPEN AUXILIARY CONTACT FOR BATTERY-LOADING DEVICE. WIRING FROM BUILDING SERVICE TO CONTROLLER BY ELEC. CONTR. COORDINATE WITH ELEVATOR SUPPLIER. PROVIDE 200V POWER FROM SPARE BREAKER IN PANEL. 1Ø/1Ø 125V FOR SHUNT TRIP IF NECESSARY. MARK WITH APPROPRIATE SIGNAL.
 - 200V/1Ø ELEVATOR CAR FEEDER, ONE-Ø SUPPLY PER CAR CONTROLLER FOR CAR LIGHTS AND FAN. FURNISH 3ØA, FUSIBLE, NON-L LSCABLE SAFETY SWITCH, FUSE AT 20A. WIRING TO CAB BY ELEC. CONTR. COORDINATE WITH ELEVATOR SUPPLIER/CONTR. MARK WITH APPROPRIATE SIGNAL.
 - FURNISH SWITCH, LIGHT FIXTURE & CONVENIENCE RECEPTACLE IN ELEVATOR PIT ADJACENT TO PIT LADDER AT 48" AFF TO BOTTOM.
 - GAS FURNACE WITH ELECTRONIC IGNITION, WIRING BY ELEC. CONTR. INSTALL PER MANUFACTURER'S INSTRUCTIONS. ROUTE 2-Ø/12 PLUS Ø/2 END IN 3/4" C.
 - CONCEAL RECEPTACLE WITHIN OR DIRECTLY BELOW ELECTRIC WATER COOLER PER MANUFACTURER'S INSTRUCTIONS.
 - FURNISH DEDICATED ANALOG TELEPHONE LINE CAPABLE OF OUTDIALING OR RECEIVING CALLS FOR EMERGENCY PHONE SYSTEM AND REMOTE MONITORING. TELEPHONE CONNECTIONS FROM CONTROLLER TO TELEPHONE BOARD BY ELEC. CONTR. COORDINATE WITH ELEVATOR SUPPLIER.
 - FURNISH 3ØV, 200V/1Ø WALL HEATER WITH INTEGRAL THERMOSTAT & BUILT-IN POWER DISCONNECT SWITCH, MAKE AM/44464 OR EQUAL.
 - ROUTE 2-Ø/8 PLUS Ø/8 END IN 3/4" C.
 - ROUTE 2-Ø/8 PLUS Ø/8 END IN 3/4" C.
 - 2ØV, 24 HR TIME SWITCH, TUNE ON OR EQUAL. COORDINATE RUN TIMES WITH OWNER.
 - FURNISH MANUAL TRANSFER SWITCH FOR EMERGENCY GENERATOR OPERATION. REFER TO ELEC. RISER DIAGRAM, SHEET E-401.
 - CONNECT TO LIGHTING CIRCUIT SERVING THIS ROOM SO THAT EXHAUST FAN RUNS WHEN LIGHTS ARE ON.
 - FURNISH NEMA 5-3Ø RECEPTACLE FOR EQUIPMENT BY OWNER. ROUTE 3-Ø/8 PLUS Ø/8 END IN 3/4" C. COORDINATE REQUIREMENTS & LOCATION WITH ARCHITECT.
 - ROUTE 2-Ø/8 PLUS Ø/8 END IN 3/4" C.
 - POWER ASSIST OPERATOR & ACTIVATOR BUTTONS PROVIDED BY DOOR HARDWARE SUPPLIER, WIRING BY ELEC. CONTR. COORDINATE REQUIREMENTS AND LOCATION PRIOR TO RUSH-IN AND INSTALL PER MANUFACTURER'S INSTRUCTIONS.
 - RECEPTACLE DEDICATED FOR SUMP PUMP ION ELEVATOR SHAFT. COORDINATE EXACT REQUIREMENTS WITH MECHANICAL CONTRACTOR.



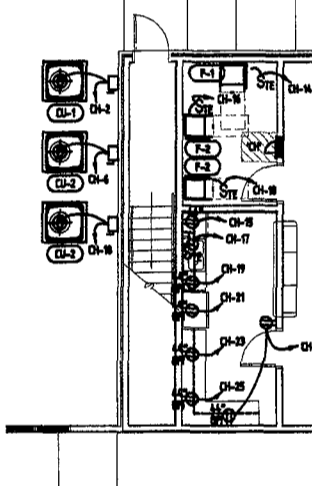
3 RR 102 & 103 PLAN 1/8"=1'-0"



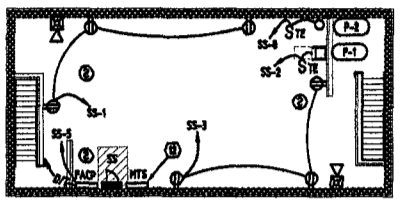
3 VEST 100 1/8"=1'-0"



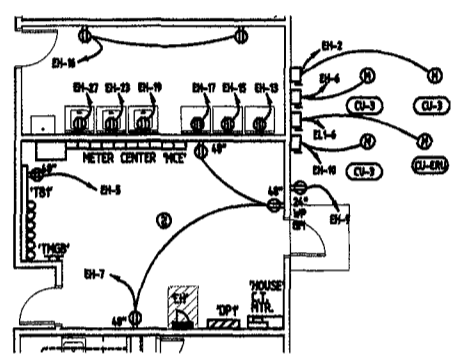
3 STORAGE 105A 1/8"=1'-0"



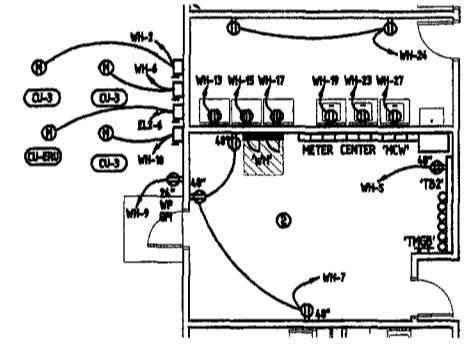
3 KITCHEN 107 1/8"=1'-0"



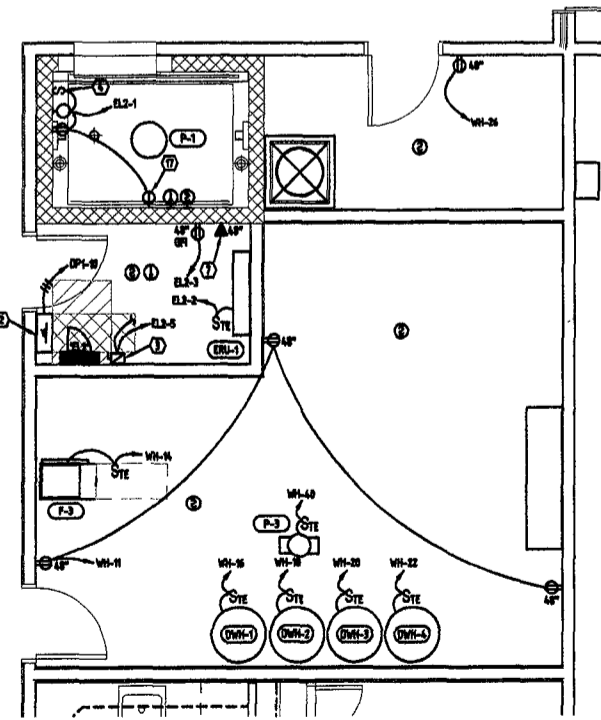
2 STORM SHELTER 001 ELECTRICAL 1/8"=1'-0"



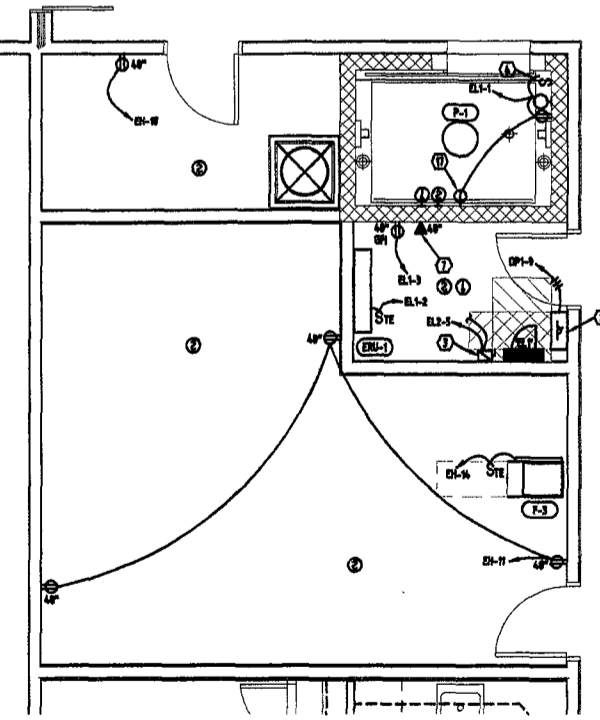
3 ELECTRICAL ROOM 145 & LAUNDRY 145 1/8"=1'-0"



4 ELECTRICAL ROOM 123 & LAUNDRY 121 1/8"=1'-0"



4 WEST MECH. 122/ELEVATOR 1/4"=1'-0"



4 EAST MECH. 146/ELEVATOR 1/4"=1'-0"

4830 ANTELOPE CREEK RD STE 200 LINCOLN, NE 68506 P: 402-488-9275 F: 402-488-9272 PROJECT # 09-016