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Water Service and Water Users Agreement
Green Acres MHP Water System
(Nickerson, NE)

Carol Kiverna
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE \$ 30.⁵⁰

Name, Address and Telephone Number of Subscriber

Suzy Miner
312 Whispering Pines Dr. P.O. Box 187
Nickerson, NE 68044 402-727-1465

THIS AGREEMENT is made between Green Acres MHP, LLC, hereinafter know as the "Provider" and the person(s) named about, hereinafter known as the "Subscriber":

1. At the location shown in paragraph 14 below, Provider shall provide the Subscriber, within 10 calendar days or less, with such quantity of water for domestic purposes as the Subscriber presently desires for the Subscriber's use or occupancy of such single-family residential real estate, subject to the conditions and limitations stated below.
2. Immediately upon execution of this Agreement, if not already connected to Provider's water system, the Subscriber shall pay to the Provider a fee of \$3,500.00, adjusted each year as of the date of this agreement by the Consumer Price Index for All Urban Consumers, Kansas City, MO - Kansas City, Kansas, All Items, 1982-1984 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), or its successor, to receive water from the Provider. This fee, less expenses incurred by the Provider, shall be refundable to the Subscriber only if the Provider fails to make water available to the Subscriber within 10 calendar days or less. Water shall be deemed available if provided at the Provider's wellhead to the piping supplying the residences of the Whispering Pines development.
3. Beginning from the Provider's delivery point to the piping supplying the Whispering Pines development, which is or may be connected by the Subscriber's efforts to the real estate described below, the Subscriber shall have a qualified person install and maintain at the Subscriber's sole expense, appropriate water service piping and apparatus to meet the Subscriber's present needs; provided, however, that the Subscriber's water service piping and apparatus shall not be connected in any manner to any source of water other than the Provider's distribution system.
 - a. If group metering is in place, the metering of all water to Whispering Pines will be located at the Provider's connection to the Whispering Pines piping. Provider will allocate and costs for group metering on an equal basis to all homes served by water passing through the meter.
 - b. If individual metering is in place, the meter pit will be at the road or lane entrance into the Subscriber's property in most cases. Provider will bill Subscriber individually for such water.
 - c. If maintenance of piping is required that supplies water only to single home in Whispering Pines development is on Provider's property, Provider will do maintenance of such piping at Subscriber's expense (subject to estimate of cost and approval by Subscriber). Should such

pipng supply more than single Subscriber home, Provider shall allocate the cost of such work equally across all Subscribers affected by such repairs.

- d. If maintenance of piping that is not on Subscriber's property but is only for the purpose of supplying water to the Whispering Pines development is required, Provider shall have no responsibility for maintenance; however, Provider may act to prevent leaking water with such efforts being charged equally to all Subscribers' served by the piping.
4. The Provider may provide at or near the final delivery point and at the Provider's expense, appropriate cut-off valves and water meter on the Provider's water distribution system, such cut-off valves and water meters shall be and remain the sole property of the Provider and shall be for its exclusive use. The Provider shall have the right of access to the cut-off valves, water meter and distribution line.
5. After having signed this subscription agreement and once water becomes available from the Provider, if the subscriber fails or refuses to connect to the final delivery point or to pay each month the minimum water use rate, which may be adjusted yearly by the Provider in the amount of the Consumer Price Index for All Urban Consumers, Kansas City, MO - Kansas City, Kansas, All Items, 1982-1984 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor.
6. The Subscriber shall not allow any other person, firm, or corporation to receive water supplied to this Subscriber by the Provider without prior written approval from the Provider. The water service supplied by the Provider shall be for the sole use of the Subscriber. The Subscriber agrees that he or she shall not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor shall he or she resell or submeter water to any other customer. If metered, each meter service shall supply water to one residence located on the land served by the Provider. Cross connections shall not be permitted, nor shall there be any physical connection between any private water system and the water system of the Provider. There shall be no physical connection between any holding tank or reservoir intended for non-potable liquid, unless such connection is protected by a back-flow prevention device approved by the Nebraska State Health Department. Representatives of the Provider shall have the right to enter upon the premises for the purpose of inspection and enforcement of these provisions with 24 hour notice. Representatives of Provider need not give 24 hour notice to enter a subscriber's premises, consistent with Section 13 below, if Provider observes or obtains information that there may be an immediate violation of the above provisions or if Provider believes there is some threat to or problem with the water system that it needs to immediately investigate. Subscriber shall not "waste" water and shall take all reasonable precautions to prevent waste and to correct the causes of wasted water, including but not limited to faulty plumbing or exorbitantly leaky faucets. Violation of these provisions shall constitute a reason for disconnection of the Subscriber's service if not addressed within ten (10) days of written notice, which is to be sent by a method necessary to ensure receipt. If the problem on the Subscriber's property threatens the safety or access to water by other residents (e.g. major leak), Provider may immediately shut off Subscriber's access to water until the problems on Subscriber's property are fixed.

7. If the Provider shall declare that a water shortage exists, the Subscriber hereby consents to an allocation of water by the Provider on such basis as the Provider may deem equitable in consideration of the following order of priority: basic and necessary domestic uses, landscape water, all other uses.
8. The Provider will determine the amount owing and bills will be provided to Subscribers in a method necessary to ensure receipt in a timely manner and to provide a minimum of 10 days prior to the first day of each month for payment. Payment of the water bill is due on the 1st of each month and considered delinquent if not paid by the 5th day of the following month.
 - a. The minimum monthly charge shall be \$60, which is \$45 for water service and \$15 for billing service, plus appropriate sales tax, if applicable.
 - b. The Provider may establish new rate schedules with an increase each year in accordance with Section 5 above for providing water to the Subscribers and in accordance with any increase in the market rate of billing service.
 - c. Subscriber may pay in advance for 6 months of water at a rate of \$45 per month, adjusted each year in accordance with Section 5 above. The payment must come in a single check or cash amount from each Subscriber wishing to prepay service for which Provider will provide such Subscriber a receipt. The prepayment must be made by December 20 or May 20 for the periods beginning January 1 and June 1 respectively. If payment is not received by Provider by December 20 or June 1 respectively, Subscriber must pay at the monthly rate for such six month period. At the end of such period of prepaid water service Subscriber can either prepay for another 6 months of service at the prevailing CPI adjusted rate or begin paying the current monthly payment.
9. Due to potential circumstances beyond Provider's control, the Provider does not guarantee to any Subscriber that future water demand will be met.
10. Should Provider have an interruption for a period of 3 business days or longer during which no water is available to Subscriber, Provider shall credit Subscriber for the days of the outage on a pro-rata basis at the time of Subscriber's next payment.
11. In addition to the remedies provided in Paragraph Five (5) above, if the Subscriber fails to fully and timely pay all water charges duly imposed, including the minimum monthly charge, the Provider may, without further notice to the Subscriber, apply the following remedies:
 - a. Non payment by the 5th day of the following month, Subscriber shall pay a penalty of 10% of the minimum monthly charge.
 - b. Non payment by the 15th of the following month, Provider may serve a ten (10) day Notice of Interruption of Service. If the bill remains unpaid at the expiration of this notice, Provider may stop water service to Subscriber without further notice. (Shut off water at valve, do not disconnect). If water service is stopped (water shut off at valve), Subscriber will be required to pay all past due amounts and take whatever legal action Provider wishes to recoup amounts due.
 - c. If disconnect occurs due to non-payment of monthly amounts due, the Subscriber will be required to pay a disconnection fee of ten (10) times the amount that would be paid during the next 12 months under this agreement plus any legal costs related to the disconnection.

12. The Subscriber further agrees to comply with the terms and provisions of this standard Water Users Agreement as may be from time to time amended and further agrees to comply with the rules and regulations of the Provider as may be from time to time amended or adopted by the Provider. Any such amendments or adoptions shall be provided to the Subscribers by the Provider a minimum of 30 days prior to inception of any changes to this Water Users Agreement.
13. If at any time, the Subscriber sells the described property, it is the Subscriber's responsibility to inform the purchaser of the terms listed here in this Agreement, and it is the Subscriber's responsibility to ensure the proper transfer paperwork is filed with the Provider's office informing them of the change in ownership. If the new purchaser refuses to oblige with the terms in this Agreement and will not sign the required paperwork transferring the requirements listed herein, the Subscriber signing this agreement will be responsible for paying the remaining obligations to the Provider. The Subscriber listed herein will also be responsible for any and all amounts due the Provider until the proper transfer paperwork is completed and returned to the Provider's office. Failure of the Subscriber to ensure the transfer is completed and his or her negligence results in disconnection of service to the purchaser, the Subscriber will be liable for any and all back charges, including the disconnection fee outlined in Section 11(c).
14. Immediately upon execution of this Agreement, the Subscriber shall convey to the Provider, without further consideration, an easement to the Provider concerning the real estate described below for the sole purpose of construction, operation and maintenance of the water system and its appurtenances. The Subscriber will be responsible for all maintenance for all water pipes located on the Subscriber's property. The Provider shall have the authority pursuant to this Agreement and or easement to install a shut off valve on the Subscriber's premises which can be locked in the event of non payment as described in Paragraph 10, section b. In the event of an emergency, Provider may shut off water as necessary, but will advise Subscriber of situation and need for shut off within four (4) hours after emergency shut off occurs. The Subscriber agrees, in the event of such an emergency that requires the water to be shut off, the water will remain off until such time the Provider advised of the end of the emergency and authorizes turn on.
15. The track to which the benefit unit is to be assigned is specifically described as follows:
Legal Description: Green Acres Sub Lot 105
Parcel ID: 270134687
Situs Address: 312 Whispering Pines, Nickerson NE
16. Provider and Subscriber agree that venue for any dispute shall be in the State or Federal courts of the State of Nebraska.
17. In the event Provider or Subscriber seeks legal remedy or recourse, the prevailing party shall be entitled to recover attorney fees and court costs to terminate service, if allowed by applicable law.
18. Provider may transfer this Agreement without consent of Subscriber; however, Provider must provide reasonable notice in writing a minimum of 30 days prior to transfer that such a transfer has taken place. The Provider will also provide the Subscribers with all necessary contact information for the transferee, such as name, complete address and telephone number.

19. Provider reserves the right to connect to a rural water service or other water service and stop providing water service to Subscriber upon connection to such rural water or other water service. If Provider has connected to a rural water service, Subscriber shall also have a one-time opportunity to terminate this Agreement without penalty upon payment of all amounts due with termination of water service occurring on the same date Provider begins receiving water from the rural water service.
20. Provider may charge Subscriber for needed improvements to the water system providing water to Subscriber's property. Such charges shall be calculated by dividing the cost equally between all lots of Green Acres MHP, LLC property and all Subscribers to this Agreement, based on the actual costs of the upgrade. To the extent an upgrade is required to service only part of the Subscribers or lots of Green Acres MHP, LLC, such individual Subscribers or Green Acres MHP, LLC may be charged while other Subscribers or Green Acres MHP, LLC need not be charged. In avoidance of all doubt, Provider may charge only those Subscribers whose service is impacted by any needed upgrade while not charging those whose service does not require such upgrade. The cost of the changes considered for 2010 are not expected amount to exceed \$1,500.00 and will likely be approximately \$500.00 per lot or Subscriber. Subscribers in good standing may discuss payment arrangements with Provider.
21. This agreement replaces any and all previous agreements between Green Acres MHP LLC, or its predecessors and the owner of the above-referenced property relating to the terms under which Green Acres MHP LLC provides water to the above-referenced address. This agreement does not reduce or change the obligations of Subscribers to pay monthly water charges incurred prior to the date of the signing of this agreement.
22. Should any provision of this Agreement become inoperable because of any change in statute, law, regulation, legal process or decision, or other reasons, the elimination of that provision shall not affect the operation of the balance of this Agreement, which shall continue in force unabated except in accordance with other provisions contained herein.

Signed this 14 day of July, 2010

Subscriber(s) *[Signature]*
 (legal owner of property must sign)

Subscriber(s) _____
 (legal owner of property must sign)

If Subscriber is an entity, the individual(s) signing below agree to personally guarantee the obligations of the Subscriber without reservation.

Guarantor(s) _____

Relation to subscriber _____

Guarantor (s) _____

(legal owner of property must sign)

Relation to subscriber _____

STATE OF NEBRASKA)

) SS.

COUNTY OF Dodge)

SUBSCRIBED AND SWORN to before me this 14th day of July, 2010.



Debbie L. Lange
Notary Public