

A G R E E M E N T

48-396

THIS AGREEMENT, made as of the 30 day of July, 1975, by and between the CITY OF PAPILLION, NEBRASKA (City), SANITARY AND IMPROVEMENT DISTRICT NUMBER 63 OF SARPY COUNTY NEBRASKA (SID 63), SANITARY AND IMPROVEMENT DISTRICT NUMBER 93 OF SARPY COUNTY, NEBRASKA (SID 93), and MIDLANDS COMMUNITY HOSPITAL, a Nebraska Non-profit Corporation, (MIDLAND), for itself and acting on behalf of Hospital Authority No. 1 of Sarpy County, Nebraska, which is constructing a new hospital within SID 63 and with respect to which hospital Midlands is the Operator and Construction Agent under an Operating Agreement, dated as of September 1, 1973, between Midlands and said authority,

S+E  
of RR

WITNESSETH:

SID 63 and SID 93 wish to connect their interior sanitary sewer systems to the sanitary sewer system of the City. Such connection will require the construction of an outfall sewer line which will have the capacity to serve a larger area than SID 63 and SID 93, all sewer lines constructed hereunder being referred to herein as the "South Outfall Project". SID 63 and SID 93, in order to induce the City to construct the outfall sewer immediately, are willing to pay to City the cost of construction thereof, and the Parties have made this Agreement to set forth the terms and conditions of the construction and connection to the City's system.

The Parties hereto hereby agree as follows:

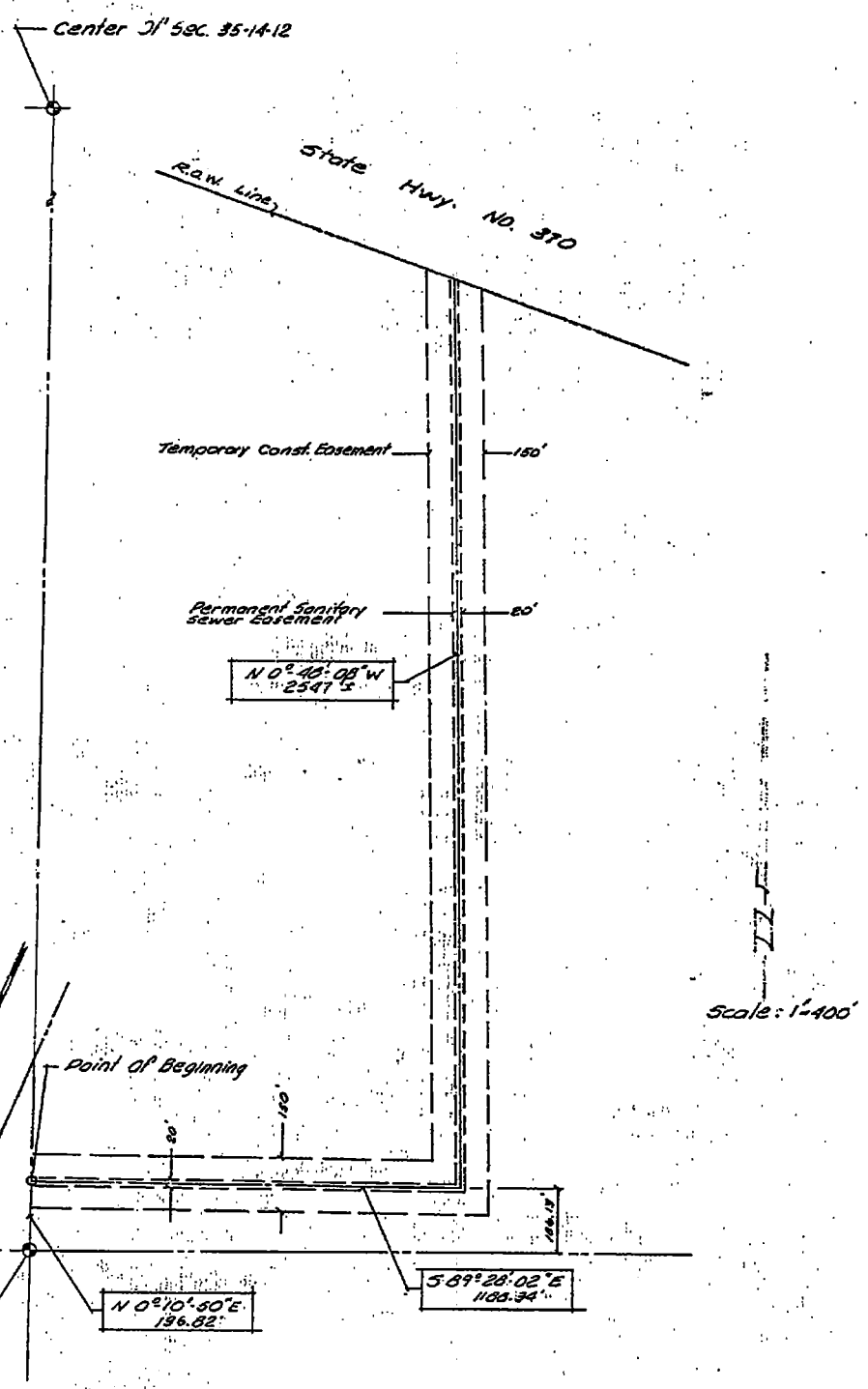
1. City shall, promptly after the execution hereof, construct an outfall sanitary sewer line (herein called the "outfall sewer") substantially in accordance with plans and specifications prepared by Henningson, Durham and Richardson (HDR), prior engineers for the City, such outfall sewer to be constructed from a point approximately at 84th Street and the south line of Huntington Park, a subdivision, thence easterly and thence northerly to a point close to Highway 370. From such ending point of the outfall sewer, the City shall, as promptly as possible hereafter, construct a smaller connection line to the City's sewer system, such connection line to be as designed by the City Engineer of the City, (such connection line being hereinafter called the "connection line"). All sewer lines constructed by the City hereunder shall be owned and maintained by the City as a part of the City's sewer system.

2. SID 63 and SID 93 agree to pay to the City an amount equal to the City's cost of construction of the sewer lines constructed by the City as required under paragraph 1 above, less the initial connection fee paid by Midlands under paragraph 4 hereof. As an advance on such payment, SID 63 and SID 93 agree to pay to the City, within 60 days after execution hereof, the sum of \$215,000.00, which is the estimated cost of construction to the City. Upon completion of the sewer lines, if the City's

FILED FOR RECORD 7-30-75 AT 2:00 P.M. IN BOOK 48 OF Miss Lee's  
PAGE 396 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 7/29/75

Sec # 46664

48-398I



S/B SE

**LEGAL DESCRIPTION:**

A 20-foot permanent Sanitary Sewer Easement and a 150-foot Temporary Construction Easement located in the NE 1/4 of Section 35, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; the common centerline of which is described as follows: Commencing at the South 1/4 corner of said Section 35; thence N 0° 10' 50" E on the West line of the NE 1/4 of said Section 35, 196.82 feet to the point of beginning; thence S 89° 23' 02" E, 1188.34 feet; thence N 0° 48' 08" W, 2547 feet, more or less, to a point on the Southerly R.O.W. line of State Highway No. 370.