

UNDERGROUND SERVICE AGREEMENT

Omaha Public Power District (hereinafter called District) and Miracle Hills Development, Inc., a Nebraska corporation, (hereinafter called Developer) agree as follows with respect to the installation of underground electric service facilities in Miracle Hills, a subdivision in Douglas County, Nebraska.

1. Developer proposes to provide electric utilities for approximately seventy-one (71) dwelling units on lots as indicated on the attached plat (Exhibit A).

2. Developer agrees to secure for the District such easement rights as it may reasonably require for the installation, operation and maintenance of its electrical distribution system.

3. Developer agrees that construction will begin at points in the project mutually agreed upon and that District shall not be required to install the electrical system in segments smaller than considered economical by the District nor to extend such system beyond the point required to supply dwelling units erected or in the process of erection.

4. Developer agrees to advance to the District \$56.00 per dwelling unit for each of the seventy-one (71) lots toward the additional cost to the District resulting from the installation of the underground distribution facilities.

5. Developer agrees at its expense to remove any trees now existing designated by the District as an encumbrance to the installation or as a hazard to the maintenance of its underground facilities to serve the said lots.

6. Developer agrees to restrict or cause to be restricted the installation or planting of any permanent buildings, structures, trees and rock walls within the easement area for the District's underground distribution facilities, but the easement area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses of said easement.

7. Developer will establish the final grade of all lots prior to the installation of any of the District's underground facilities and agree to reimburse the District for any cost the District may incur for relocating or moving their installed facilities because of any change in plat or grade in the platted area.

8. District agrees to provide for all necessary trenching and back-filling (including such work in streets and alleys, if necessary) required for the installation of electrical cables and transformers on a schedule mutually agreed upon. Trenches are to be dug prior to the installation of paving, curbs, sidewalks, and drives insofar as possible to avoid any obstruction to District's underground construction. When installation of the distribution cables in advance of paving and curbs is impractical, the Developer will install non-metallic conduits with an inside diameter of not less than four inches at a depth agreeable to the District to permit the installation of cables under such paving and curbs. District equipment will have unimpeded working access to installation sites at all times during construction of its distribution system.

9. District agrees to provide and install at its cost suitable underground distribution facilities in the locations indicated on Exhibit A. It is understood that District will provide and install the underground service wires for connection of each individual dwelling unit to a point of connection with District's distribution system. The electrical distribution system including the underground service wires to each residence shall remain the property of District.

10. District shall not be responsible for any damages resulting from delay in completing the work provided for herein where such delay is due to casualty, labor disputes or other similar or dissimilar causes beyond the reasonable control of District.

11. This agreement shall be effective for a period beginning with the initial date of building construction and expiring May 1, 1969.

12. It is understood that Developer and District will cooperate to the fullest extent at all times to assure an ideal underground distribution system that can be installed with a minimum of difficulty.

13. This agreement as submitted becomes effective only when accepted by the Developer and approved by the District.

14. This agreement shall be binding on the successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized officers.

Executed this 12<sup>th</sup> day of May, 1966

OMAHA PUBLIC POWER DISTRICT

ATTEST Cecil Beatty

BY A. L. Monroe

Its ASSISTANT SECRETARY

Its Assistant General Manager

Executed this 18<sup>th</sup> day of April, 1966

MIRACLE HILLS DEVELOPMENT, Inc.

ATTEST Louis R. Seybold

BY Robert L. Mierendorf

Its Secretary

Its President

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of May, 1966, before me, the undersigned, a Notary Public in and for the said County and State, personally came A. L. Monroe, Asst Gen Manager and Cecil Beatty, Asst Secretary of Omaha Public Power District known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the voluntary act and deed of the said corporation and that the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official seal at Omaha, Nebraska, in said County the date aforesaid.



Frank N. Wolf  
Notary Public

My Commission Expires: Dec 31 1970

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

On this 18<sup>th</sup> day of April, 1966, before me, the undersigned, a Notary Public in and for the said County and State, personally came Robert L. Mierendorf, President and Louis R. Seybold, Secretary of Miracle Hills Development, Inc. known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the

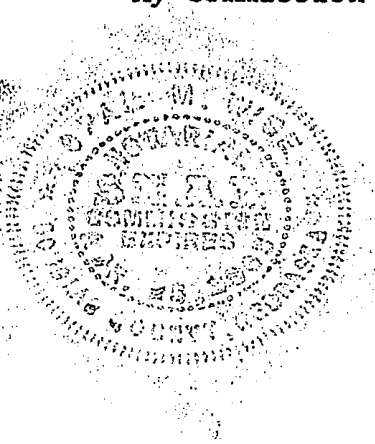
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voluntary act and deed of the said corporation and that the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official seal at Omaha, Nebraska, in said County the date aforesaid.

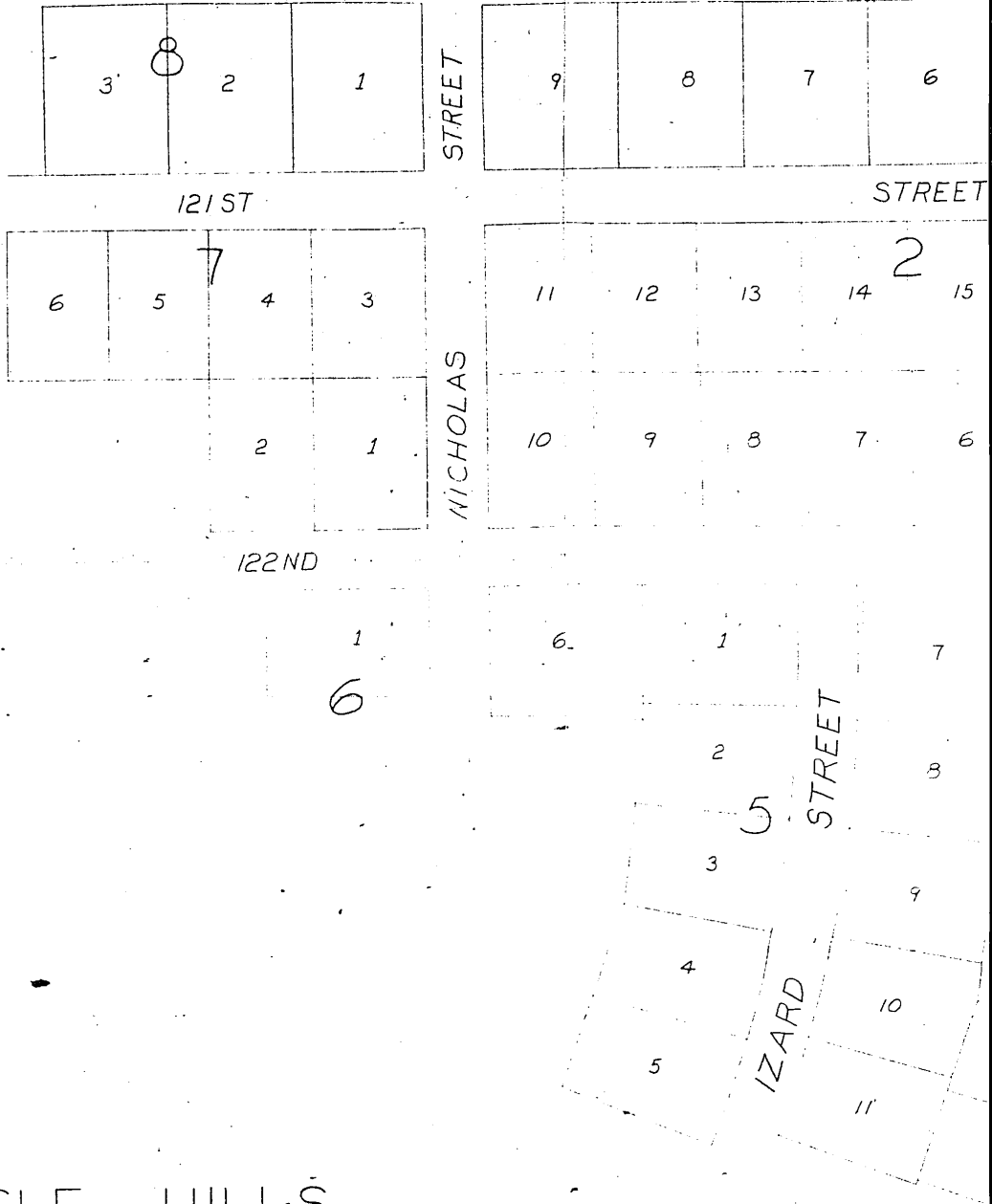
*Joseph M. Wiese*  
Notary Public

My Commission Expires: April 25, 1968



	APPROVED	DATE
LEGAL DEPT.	<i>Thomas Marshall</i>	<i>5/9/66</i>
ENGR. DEPT.	<i>Weydell H. ...</i>	<i>5/1/66</i>
ACCT. DEPT.	<i>R.C. Leach</i>	<i>5/10/66</i>

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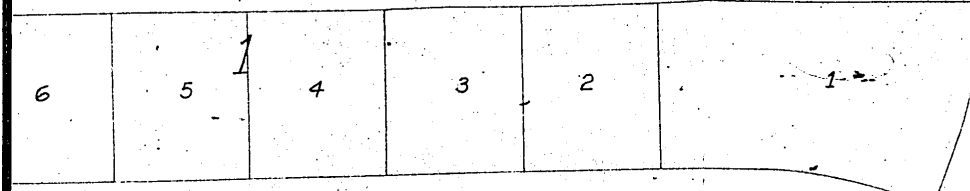


MIRACLE HILLS

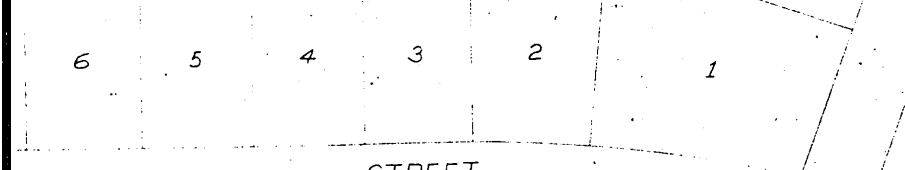
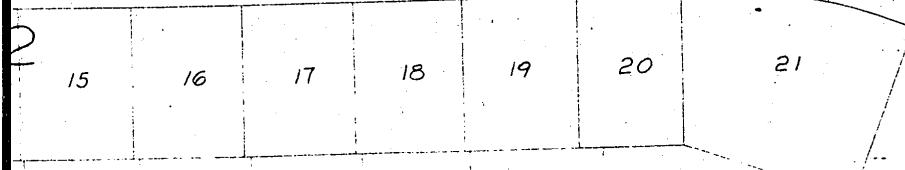
EXHIBIT 'A'

BLOCK 1	-	LOTS	1	TO	9	INCL.
BLOCK 2	-	LOTS	1	TO	21	INCL.
BLOCK 3	-	LOTS	1	TO	14	INCL.
BLOCK 4	-	LOTS	1	TO	11	INCL.
BLOCK 5	-	LOTS	1	TO	6	INCL.
BLOCK 6	-	LOT	1			
BLOCK 7	-	LOTS	1	TO	6	INCL.
BLOCK 8	-	LOTS	1	TO	3	INCL.

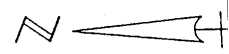
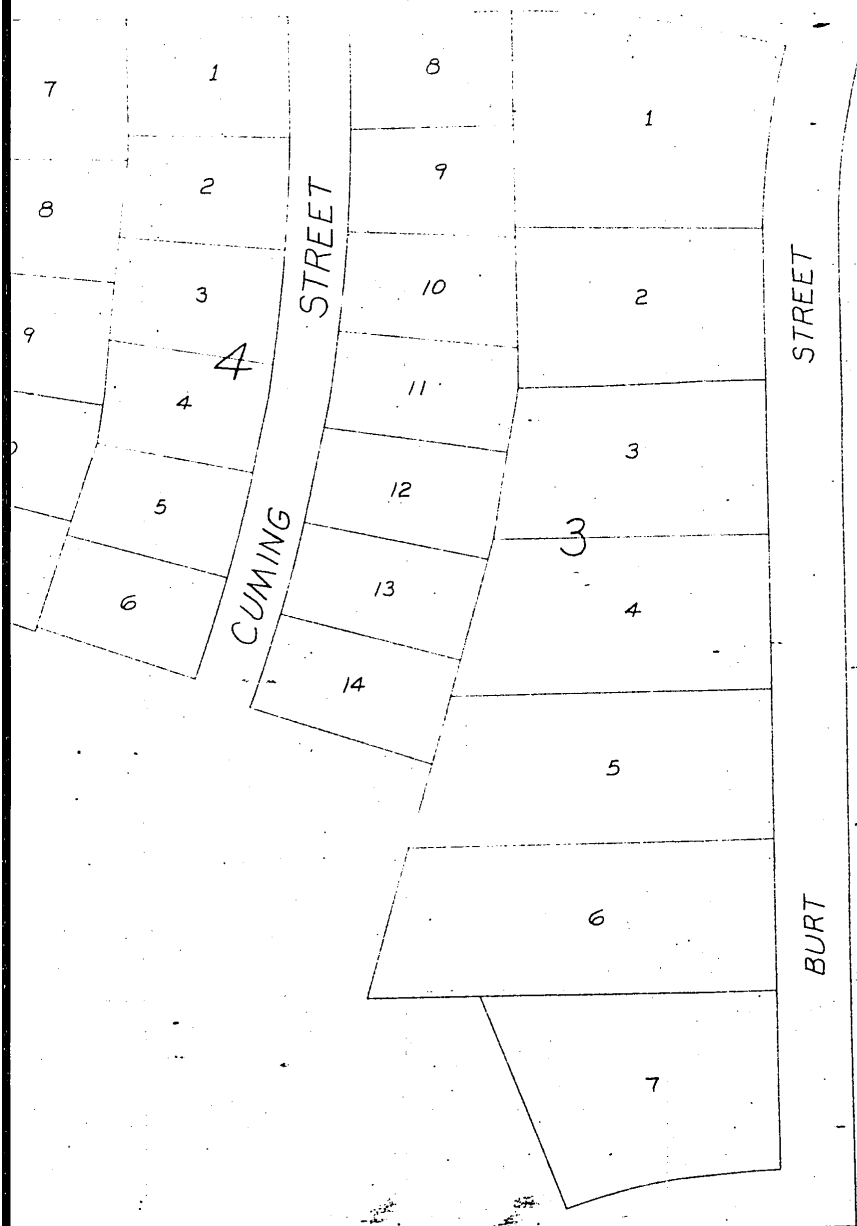
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