

**RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE  
SARPY COUNTY AND CITIES WASTEWATER AGENCY AND THE CITY OF  
SPRINGFIELD FOR LAND RIGHTS, WASTEWATER SYSTEM CONSTRUCTION  
AND DEVELOPMENT, TREATMENT PLANT DECOMMISSION AND  
WASTEWATER SERVICE AND CONNECTION**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section V of the Formation Interlocal, the Agency has the power and authority to, among other things, make and execute contracts, interlocal cooperation agreements, and other instruments necessary or convenient to exercise the Agency’s powers; and

WHEREAS, the Agency Board discussed the proposed Interlocal Agreement between the Agency and the City of Springfield for Land Rights, Wastewater System Construction and Development, Treatment Plant Decommission and Wastewater Service and Connection, attached hereto as **Exhibit A** (the “Springfield Land Rights Interlocal”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the Springfield Land Rights Interlocal.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the attached Springfield Land Rights Interlocal is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the Springfield Land Rights Interlocal, subject to clerical and/or administrative changes deemed necessary and approved by the Agency Board Chair and Agency Administrator and approved as to form by Agency legal counsel.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 25th day of August, 2021.

ATTEST:

Lisa A. Haine  
Sarpy County and Cities  
Wastewater Agency Secretary



David R. Kelly  
Sarpy County and Cities Wastewater  
Agency Board Chairman

**Exhibit A**

**Springfield Land Rights Interlocal**

[Attached]

**INTERLOCAL AGREEMENT FOR LAND RIGHTS, WASTEWATER SYSTEM  
CONSTRUCTION AND DEVELOPMENT, TREATMENT PLANT DECOMMISSION  
AND WASTEWATER SERVICE AND CONNECTION BETWEEN THE SARPY  
COUNTY AND CITIES WASTEWATER AGENCY AND THE CITY OF  
SPRINGFIELD, NEBRASKA**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the Sarpy County and Cities Wastewater Agency (the “Agency”) and the City of Springfield, Nebraska (“Springfield”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, Springfield is a municipal corporation, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to the Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the “Act”);

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (such area, as amended or modified in accordance with the Formation Interlocal from time to time, the “Agency’s Jurisdiction”);

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency’s Jurisdiction over the area depicted as the “Service Area” on the map attached hereto as **Exhibit A**, which includes the Sarpy Sewer Service Area, the Papillion Service Area, the South Gretna Buffalo Creek Service Area and the Springfield Sewer Service Area each as also depicted said map, subject to (a) the terms of the Gretna Sewer Interlocal (as defined in said Resolution), and (b) the terms of the Springfield Sewer Interlocal (as defined below). The individual governing bodies of the Members subsequently approved the Agency’s Jurisdiction in accordance with the Formation Interlocal;

WHEREAS, pursuant to Agency Resolution No. 2020-013, the Agency adopted and approved the Agency’s Growth Management Plan and Implementing Policies and Procedures applicable to the Agency’s Jurisdiction (collectively, as amended from time to time, the “Growth Management Plan”). Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the Growth Management Plan in accordance with said Resolution;

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency adopted and approved the Agency’s Sewer User Rates and Connection Fees Schedule and Related Policies and Procedures applicable to the Agency’s Jurisdiction (collectively, as amended from time to

time, the “Agency Rates/Fees Schedule”). Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the Agency Rates/Fees Schedule in accordance with said Resolution;

WHEREAS, the Agency and Springfield are parties to that certain Interlocal Agreement for the Operation of the Springfield Sewer System Located in the Agency’s Jurisdiction effective July 9, 2019 (the “Springfield Sewer Interlocal”), concerning Springfield’s ownership, operation, maintenance, design, construction, extension and collection of revenue from the Springfield Sewer System (as defined therein) located within the Springfield Sewer Service Area (as defined therein); The Springfield Sewer Service Area is shown as the “Springfield Creek Basin Service Area” on **Exhibit A** attached hereto; The Springfield Sewer Interlocal was approved by the Agency pursuant to Agency Resolution No. 2019-004;

WHEREAS, the Agency and the City of Omaha (“Omaha”) are parties to that certain Interlocal Agreement for Wastewater Services dated October 1, 2020 (the “Omaha Sewer Interlocal”) pursuant to which Omaha agreed to treat wastewaters discharged to and conveyed by the Unified SSWS to the wastewater treatment plant and system owned and operated by Omaha (collectively, the “Omaha Treatment System”);

WHEREAS, the Agency owns the real property legally described on Exhibit B attached hereto (the “Agency Park Property”), which is located across Springfield Creek from the public park owned and operated by Springfield;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member’s governing body prior to the establishment of the Agency’s Jurisdiction which subsequently fall within the area of the Agency’s Jurisdiction shall not be subject to the Agency’s Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its existing sewer system to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, in accordance with the Springfield Sewer Interlocal, Springfield continues to own, operate, maintain, design, construct, extend and collect revenue from (collectively, “Operate” or “Operating”) the Springfield Sewer System within the Springfield Sewer Service Area;

WHEREAS, the Agency is currently designing and intends to Operate the Unified SSWS within the Agency’s Jurisdiction, which includes the Springfield Sewer Service Area;

WHEREAS, the Agency desires to construct the Unified SSWS on Springfield Plant Property;

WHEREAS, Springfield desires to have Agency construct the Unified SSWS on Springfield Plant Property;

WHEREAS, the Agency requires certain leasehold, fee title, easement and other land rights in and the land upon which the Springfield wastewater treatment plant is located (the “Springfield Plant Property”) prior to commencing construction of the Unified SSWS; The entire Springfield Plant Property is legally described on **Exhibit B** attached hereto;

WHEREAS, Springfield requires certain assurances from the Agency prior to conveying said land rights to the Agency; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Ground Lease for Springfield Plant Property.** The parties acknowledge and agree that the Agency requires the use of a portion of the Springfield Plant Property for the construction and operation of portions of the Unified SSWS prior to the connection of the Springfield Sewer System to the Unified SSWS. Upon the full execution of this Agreement, Springfield and the Agency shall execute a ground lease in the form of the instrument attached hereto as **Exhibit C** (the “Ground Lease”) for the Agency’s use and possession of a portion of the Springfield Plant Property. The Ground Lease will cover only the portion of the Springfield Plant Property to the extent reasonably necessary for the Agency’s construction and operation of an equalization basin, lift station, and other equipment and infrastructure incidental thereto. The Ground Lease will also provide access rights to and from the leased portion of the Springfield Plant Property for the Agency and the Agency’s employees, consultants, contractors, subcontracts, representatives, and agents. The rent payable to Springfield by the Agency under the Ground Lease shall be **\$1.00 per year**. In the event the Agency fails to substantially complete the construction of Phase 1A of the Unified SSWS within ten (10) years following the effective date of this Agreement, then the parties shall execute a written termination of the Ground Lease in a form reasonably acceptable to both parties. It is the parties’ intent that the Ground Lease will automatically expire upon the Agency’s acquisition of the Springfield Plant Property in accordance with Section 6 below. The parties acknowledge and agree that the Nebraska Department of Environment and Energy (“NDEE”) has approved the transactions contemplated by this Agreement and the Ground Lease as described in that certain letter dated August 20, 2021 attached hereto as **Exhibit F**, stating that the Ground Lease is permissible and will not impact or impair Springfield’s current NPDES permit or its efforts to renew the same pursuant to Section 3 below.

2. **Sewer Easements.** Upon the full execution of this Agreement, Springfield agrees to execute and deliver to the Agency temporary construction and permanent sewer easements in the form of the instruments attached hereto as **Exhibits D-1 and D-2**, respectively, to allow for the construction and use of land owned by Springfield for the Unified SSWS.

3. **NPDES Permit.** The Agency acknowledges that Springfield’s current NPDES permit for the Springfield wastewater treatment plant located on the Springfield Plant Property expires on March 31, 2023. Springfield has the right to renew its NPDES permit for the Springfield wastewater treatment plant for an additional five (5) year period. In the event the Agency fails to substantially complete the construction of Phase 1A of the Unified SSWS by the time Springfield’s NPDES permit expires in 2028, Springfield shall have the right to renew its NPDES permit for an additional (5) year period. If the NPDES permit that is renewed in 2023 mandates new requirements or limits on Springfield’s ownership, operation and/or maintenance of the Springfield wastewater treatment plant prior to the Unified SSWS being operational and Springfield being able to connect to the Unified SSWS, the Agency agrees to reimburse Springfield for the actual costs and expenses incurred by Springfield as a result of such new requirements or limits mandated as part of its 2023 renewal of such NPDES permit. Springfield agrees to coordinate and cooperate with the Agency with respect to Springfield’s NPDES permit renewal(s) and the Agency has the right to review any and all applications, plans, specifications and any other documentation and information provided to or by Springfield and the applicable permitting agencies in connection therewith. The Agency agrees to cooperate with Springfield’s efforts to renew such NPDES permits, at no additional cost to the Agency.

4. **Connection of Springfield Sewer System to Unified SSWS.**

(a) **Connection Agreement.** Prior to the Agency’s connection of the Springfield Sewer System to the Unified SSWS, the parties shall execute a wastewater service and connection agreement in the form of the instrument attached hereto as **Exhibit E** (the “Connection Agreement”); provided, however, Springfield shall promptly execute the Connection Agreement and agree to connect the Springfield Sewer System to the Unified SSWS at such time as the Unified SSWS is substantially completed and ready to be served by the Omaha Treatment System in accordance with the Omaha Sewer Interlocal. The parties acknowledge and agree that the Connection Agreement satisfies and complies with all of the conditions and requirements set forth in Section 2(b) of the Springfield Sewer Interlocal, which, among other things, provides that so long as Springfield has been a Member of the Agency from Agency inception until the time the Springfield Sewer System is connected to the Unified SSWS, Springfield shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for such portion of Springfield’s Sewer System to be incorporated into the United SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the United SSWS. For purposes of this Agreement, the date on which the Springfield Sewer System connects to and is conveyed and served by the Unified SSWS in accordance with the Connection Agreement shall be the “Connection Date”.

(b) **Jurisdictional Matters Upon Connection to the Unified SSWS.** Effective on the Connection Date, (i) the Springfield Sewer Interlocal shall automatically terminate and be of no further force and effect, and such termination shall be deemed to be in

accordance with Section 5(e) of the Springfield Sewer Interlocal, (ii) in accordance with Sections VII(A), VII(B) and VII(D) of the Formation Interlocal, Springfield hereby acknowledges and approves the Agency's Jurisdiction over Springfield's corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within Springfield's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, including the Springfield Sewer Service Area, (iii) the Springfield Sewer Service Area shall be incorporated in and be subject to the Agency's Jurisdiction, and (iv) Springfield shall continue to be solely responsible for Operating the portions of the Springfield Sewer System not conveyed or transferred to the Agency in accordance with this Agreement.

(c) Growth Management Plan and Agency Rates/Fee Schedule. Effective on the Connection Date and thereafter, the Agency shall be entitled to receive all connection and usage fees and other revenues generated from the Springfield Sewer System in accordance with the Growth Management Plan, the Agency Rates/Fees Schedule, and/or any other applicable Agency resolutions, agreements, policies, and procedures then in effect. Springfield shall continue to provide retail sewer services and charges to the users of the Springfield Sewer System and shall continue to be responsible for the collection of all fees from its customers within its jurisdiction and the remittance of Agency's portion of said fees to Agency in accordance with the Growth Management Plan, the Agency Rates/Fees Schedule, and/or any other applicable Agency resolutions, agreements, policies, and procedures then in effect.

(d) Springfield Sewer System Operation Prior to Connection to Unified SSWS. Until the Springfield Sewer System is connected to the Unified SSWS in accordance with the Connection Agreement, Springfield shall be (i) solely responsible for Operating the Springfield Sewer System, (ii) entitled to receive all connection and usage fees and other revenues generated from the Springfield Sewer System, and (iii) permitted to provide wastewater services to other developments immediately adjacent to the Springfield Sewer Service Area so long as (A) Springfield does not expand its current treatment plant capacity to serve such developments, and (B) such new developments occur in the manner consistent with the Growth Management Plan.

5. Omaha Sewer Interlocal. On or about the Connection Date in accordance with Section 5(e) of the Omaha Sewer Interlocal, the Agency shall pay to Omaha a fee, which is applicable to Springfield only and which is not applicable to any other Agency Members, in the amount equal to **\$293.00 per sewer account** that receives wastewater treatment services from the Springfield wastewater treatment plant as of the Connection Date (such fee, the "Omaha Sewer Charge for Springfield"). As of the date of this Agreement, there are 774 sewer accounts that receive wastewater treatment services from the Springfield wastewater treatment plant. Immediately prior to the Connection Date, Springfield shall notify the Agency and Omaha of the number of sewer accounts that receive wastewater treatment services as of such date for purposes of calculating the Omaha Sewer Charge for Springfield. Springfield shall reimburse the Agency for a portion of the Omaha Sewer Charge for Springfield paid to Omaha under the Omaha Sewer Interlocal in the amount of **\$200.00 per sewer account** that received wastewater services from the Springfield wastewater treatment plant as of the day before the Connection Date, and such

reimbursement may be paid, without interest, by Springfield in installments over the five (5) year period following the Connection Date.

**6. Exchange of Agency Park Property and Springfield Plant Property.**

(a) For purposes of this Section, the “Closing Date” shall mean the date that is thirty (30) days following the Connection Date, or such other date as mutually agreed to in writing by the Agency and Springfield. The closing of the exchange transaction set forth in this section (the “Closing”) shall take place at the offices of the title company selected by the Agency or at such other location mutually agreed to by the parties. Possession of the Agency Park Property and the Springfield Plant Property shall be delivered to the applicable party at Closing free and clear of all encumbrances, leases and liens, except for such matters of record and matters which would be disclosed by an ALTA survey of such property. Closing shall be conducted through an escrow with the title company selected by the Agency, which shall release the deeds and other documents delivered by the parties at Closing.

(b) At Closing, the Agency will convey to Springfield by special warranty deed all of the Agency’s right, title and interest in and to the Agency Park Property, together with all privileges, rights, easements, hereditaments and appurtenances belonging to the land, and all right, title and interest of the titleholder thereof in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto, and any buildings, permanent structures and any and all fixtures attached thereto. Springfield acknowledges and agrees that the Agency will reserve a permanent sewer easement for the benefit of the Agency on a portion of the Agency Park Property. Such easement reservation may be included in the deed or provided by a separate instrument in recordable form.

(c) At Closing the parties shall execute a lease termination agreement of the Ground Lease in a form and substance reasonably acceptable to the parties.

(d) At Closing, Springfield will convey to the Agency by special warranty deed all of Springfield’s right, title and interest in and to the Springfield Plant Property, together with all privileges, rights, easements, hereditaments and appurtenances belonging to the land, and all right, title and interest of the titleholder thereof in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto, and any buildings, permanent structures and any and all fixtures attached thereto.

(e) Other than the prorations and/or credits and closing costs expressly set forth in this Section, no monetary consideration shall be paid by the Agency or Springfield in connection with the exchange of the Agency Park Property and the Springfield Plant Property because the valuations of the properties being exchanged are essentially equal.

(f) During the period between the effective date of this Agreement and the Closing Date, each party shall make available to the other copies of the following materials to the extent the same are in such party’s possession or control: (i) existing



environmental assessment studies, reports or remediation plans regarding the applicable exchange property, and (ii) copies of notices received in the last five (5) years from any city, state, county or federal agency or department regarding code violations or condemnation pertaining to all or any portion of the applicable exchange property.

(g) Each party acknowledges and agrees that neither party, nor any agent, employee, attorney, consultant, or representative of such party, has made any statements, agreements, promises, assurances, representations, or warranties, whether express, implied or otherwise regarding the environmental or other condition of the applicable exchange property. Each party further acknowledges and agrees that, prior to the Closing, it shall have fully examined and investigated to its full satisfaction the physical nature and condition of the subject exchange property it is acquiring and all aspects thereof, including without limitation, its environmental condition, and that it shall acquire the applicable exchange property in an “**AS-IS, WHERE-IS**” condition with all faults as of the Closing Date. Each party expressly waives any right of rescission and all claims for damages by reason by any statement, representation, warranty, assurance, promise or agreement, if any, relating to the applicable exchange property it acquires. Each party further acknowledges and agrees that in the event it acquires the applicable exchange property, then (i) the other party (as grantor) shall have no liability of any kind whatsoever with respect to the condition of the exchange property it acquires, (ii) the acquiring party expressly assumes all liability and responsibility for the exchange property it acquires, and (iii) each party release and discharges the other from any and all claims or causes of action which such party may now have or hereafter have against the other party in connection with, or out of the condition of the exchange property it acquires.

(h) The exchange and conveyance of the Agency Park Property and Springfield Plant Property will be in their as-is and where-is condition with all faults and without any representation or warranty of any kind from the grantor party.

(i) Each party agrees to deliver to escrow at Closing any and all other documents, agreements or instruments reasonably required by the other party and or the title company. The Agency further agrees to allow Springfield and Springfield’s employees, contractors, representatives and agents to access the Agency Park Property at any time between the date of this Agreement and the Closing to conduct due diligence provided, however, that Springfield shall not interfere with the Agency’s construction of the portions of the Unified SSWS thereon. Springfield further agrees to allow the Agency and the Agency’s employees, contractors, representatives and agents to access the Springfield Plant Property at any time between the date of this Agreement and the Closing to conduct due diligence provided, however, that the Agency shall not interfere with Springfield’s operation of its wastewater plant activities thereon.

(j) At Closing, the Agency shall pay the cost of: (i) the Agency Park Property standard title insurance policy, (ii) obtaining and recording any releases of any mortgages, liens or other encumbrances for the Agency Park Property, (iii) any stamp or transfer taxes imposed by applicable law for the Springfield Plant Property, (iv) recording

the deed for the Agency Park Property, and (v) any endorsements for the Springfield Plant Property.

(k) At Closing, Springfield shall pay the cost of: (i) the Springfield Plant Property standard title insurance policy, (ii) obtaining and recording any releases of any mortgages, liens or other encumbrances for the Springfield Plant Property, (iii) any stamp or transfer taxes imposed by applicable law for the Agency Park Property, (iv) recording the deed for the Springfield Plant Property, and (v) any endorsements for the Agency Park Property.

(l) The Agency and Springfield shall equally share the escrow and closing fees for the Closing. All other closing costs, taxes and other charges shall be apportioned according to the prevailing local custom in Sarpy County, Nebraska.

(m) Neither party shall have the right to assign their rights under this section without the prior written consent of the other party.

7. **Decommissioning of Springfield Treatment Plant.** Immediately following the Closing Date of the Agency's acquisition of the entire Springfield Plant Property in accordance with Section 6 above, the Agency shall, at its sole cost and expense, commence with the decommissioning of the Springfield wastewater treatment plant located thereon. The parties acknowledge and agree that the Agency's decommissioning of the Springfield plant shall be performed in accordance with the applicable standards and requirements of the Nebraska Department of Environment and Energy. Springfield shall cooperate with the Agency in such decommissioning effort and shall deliver to the Agency any and all documents, reports, instruments and other information reasonably requested by the Agency and/or any applicable state, city, county or federal agency or department.

8. **Springfield Maintenance Obligations and Legal Compliance.** So long as the Springfield Sewer Service Area is located within and subject to the Agency's Jurisdiction and connected to the Unified SSWS, Springfield shall operate, keep and maintain all portions of the Springfield Sewer System, including the plant(s), lift and collection system(s), force mains, pipes, trunks, conveyance lines and all other improvements, equipment, systems and appurtenances incidental thereto and not otherwise owned or operated by the Agency as part of the Unified SSWS, (a) in good working condition and repair, and (b) in compliance with all applicable state, federal, and local laws, rules and regulations and promptly pay and discharge any and all related permitting fees, costs and related expenses including, but not limited to, any fines and penalties assessed by applicable governmental authorities, and all debt service and other financial obligations applicable to the Springfield Sewer System.

9. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

(a) This Agreement does not establish any separate legal or administrative entity.

(b) Once this Agreement becomes effective as set forth in Section 11 below, this Agreement shall continue in full force and effect until both the Agency and Springfield agree in writing otherwise.

(c) The purpose hereof is to allow the parties to recognize the Agency's Jurisdiction without impairing Springfield's ability to Operate the Springfield Sewer System in the Springfield Sewer Service Area until the Connection Date and to facilitate the exchange of certain property rights and other activities in furtherance of the Agency's development of the Unified SSWS and the connection of the Springfield Sewer System to the Unified SSWS in accordance with the Connection Agreement.

(d) No separate financing is necessary for the implementation of this Agreement.

(e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies.

(f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

10. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement and the transactions contemplated hereby, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

11. **Effective Date.** This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until as expressly provided for herein or terminated by mutual agreement of the parties hereto.

12. **Miscellaneous.** This Agreement may be modified only by written amendment, which shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Springfield, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 25th day of August, 2021.

SARPY COUNTY AND CITIES  
WASTEWATER AGENCY,  
A Political Subdivision



By: *David R. Kelly*  
Chairperson, Agency Board

ATTEST:

*Lisa A. Haine*  
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Springfield this 7 day of September, 2021.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska  
Municipal Corporation

  
Kathleen R. Gottsch, City Clerk, CMC

  
Robert Roseland, Mayor

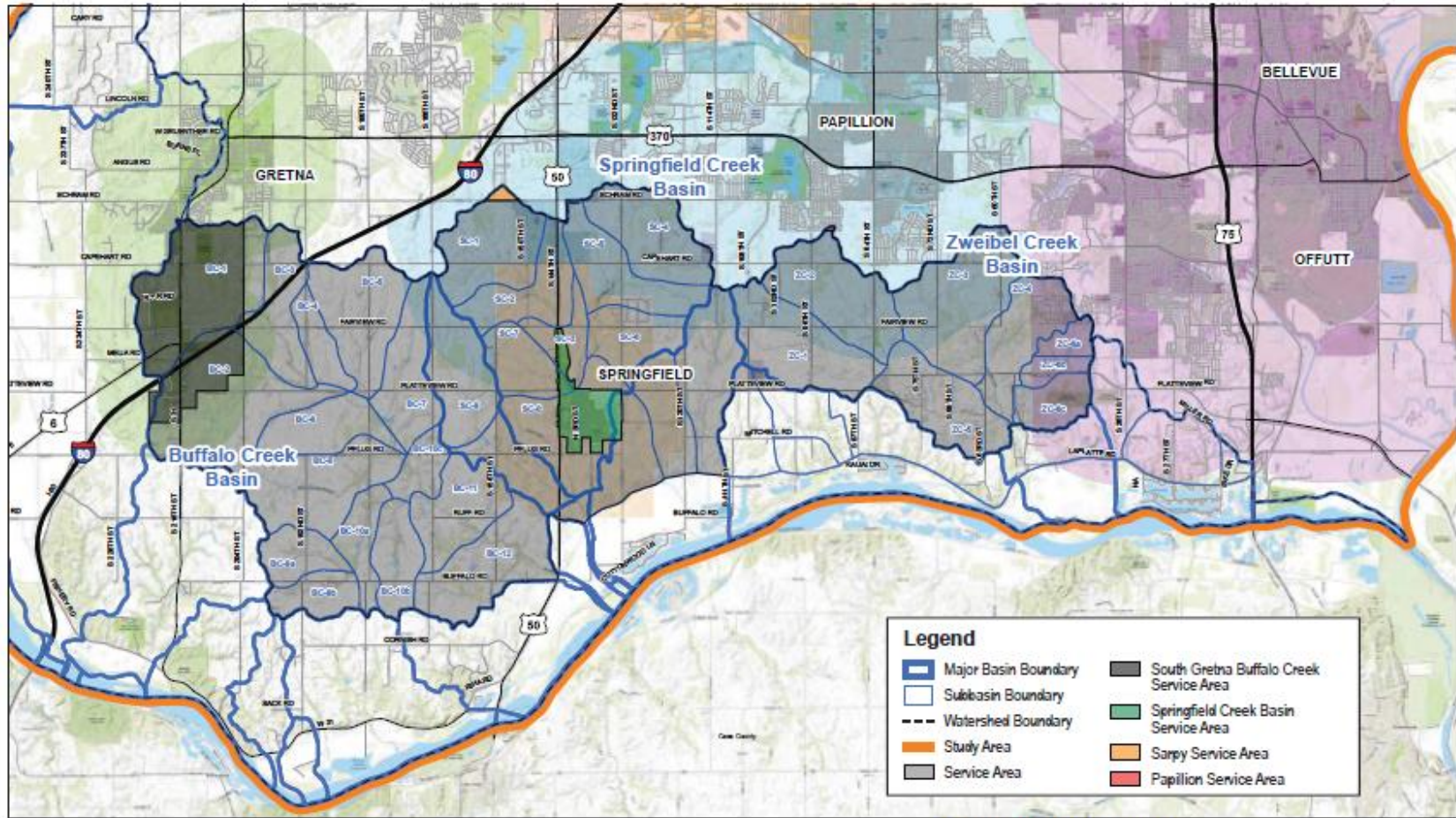
CITY SEAL



**EXHIBIT A**

**Agency's Jurisdiction**

[Attached]



# EXHIBIT A

Sarpy County and Cities Wastewater Agency  
Resolution 2019-004



SOUTHERN SARPY COUNTY

DATE: June 2019  
FIGURE: Service Area



## EXHIBIT B

### Legal Descriptions – Springfield Plant Property and Agency Park Property

*[\*\*\*Note: the below descriptions subject to final approval of the parties prior to Closing]*

#### Springfield Plant Property

Tax Lot 3B and Part of Tax Lot 3A1 in the West 1/2 of the Southwest Quarter of Section 25, Township 13 North, Range 11 East of the Sixth P.M., Sarpy County, Nebraska

#### Agency Park Property

**Parcel 1:**

Lot 154B, Highview Addition, an Addition to the City of Springfield, in Sarpy County, Nebraska.

**Parcel 2:**

Tax Lot R7 in the Northwest Quarter (NW¼) of Section Twenty-Four (24), Township Thirteen (13) North, Range Eleven (11) East of the 6th P.M., in Sarpy County, Nebraska, further described as follows:

That part of abandoned 100 foot wide Missouri Pacific Railroad located in the Northwest Quarter (NW¼) of said Section Twenty-Four (24), being more particularly described as follows:

Beginning at the Northwest corner of Lot One Hundred Forty-Eight (148), Highview Addition, in Sarpy County, Nebraska; thence South 20°13'51" West (assumed bearing) along the common line of Lot One Hundred Forty-Eight (148), Highview Addition, and abandoned 100 foot wide Missouri Pacific Railroad, a distance of 172.65 feet to the Southwest corner of Lot One Hundred Forty-Eight (148), Highview Addition; thence South 90°00'00" West along the South line of Lot One Hundred Forty-Eight (148), Highview Addition, extended West, a distance of 106.57 feet to a point of intersection with the common line of Lot One Hundred Fifty-Four (154), Highview Addition, and abandoned 100 foot wide Missouri Pacific Railroad; thence North 20°13'51" East along the common line of said Lot One Hundred Fifty-Four (154), Highview Addition and abandoned 100 foot wide Missouri Pacific Railroad, extended Northerly, a distance of 207.82 feet to a point of intersection with the North line of said Northwest Quarter (NW¼) of Section Twenty-Four (24); thence North 90°00'00" East, along the North line of said Northwest Quarter (NW¼) of Section Twenty-Four (24), a distance of 106.57 feet to a point of intersection with the Easterly right of way line of abandoned 100 foot wide Missouri Pacific Railroad; thence South 20°13'51" West, along the Easterly right of way line of said abandoned 100 foot wide Missouri Pacific Railroad, a distance of 35.17 feet to the point of beginning;

**NOTE:** The North line of the Northwest Quarter (NW¼) of Section Twenty-Four (24), Township Thirteen (13) North, Range Eleven (11) East of the 6th P.M., in Sarpy County, Nebraska is assumed to bear North 90°00'00" East as shown on the original plat of Highview Addition.

**Parcel 3:**

That part of the former Missouri Pacific Railroad right of way in the Northwest Quarter (NW¼) of Section Twenty-Four (24), Township Thirteen (13) North, Range Eleven (11) East of the 6th P.M., in Sarpy County, Nebraska, described as that portion of said right of way running through Highview Addition, an Addition to the City of Springfield and lying Southerly of Tax Lot R7 and Northerly of Lot One (1), Hamilton's 1st Addition, an Addition to the City of Springfield.

## EXHIBIT C

### Form Ground Lease

After Recording Return To:  
Sarpy County and Cities Wastewater Agency  
Attn: Agency Administrator  
1210 Golden Gate Drive  
Suite #1226  
Papillion, NE 68046-2845

### GROUND LEASE

THIS GROUND LEASE (this "Lease") is entered into as of \_\_\_\_\_, 2021 by and between THE CITY OF SPRINGFIELD, NEBRASKA ("Ground Lessor") and THE SARPY COUNTY AND CITIES WASTEWATER AGENCY ("Ground Lessee").

WHEREAS, Ground Lessor is the current owner of legal title to the property depicted on **Exhibit A** attached hereto, and all access points and roads thereto and improvements thereon (collectively, the "Premises").

WHEREAS, the Premises is located on a larger parcel of land upon which the Springfield wastewater treatment plant is located.

WHEREAS, Ground Lessor and Ground Lessee desire to make certain agreements relating to a lease of the Premises.

#### Article 1 -- Lease, Term and Rent

1.1 Lease. Ground Lessor hereby leases to Ground Lessee on the terms set forth herein the Premises and all improvements thereon. During the term of this Ground Lease, Ground Lessee shall also have the non-exclusive right of access to and from the Premises identified on **Exhibit A** attached hereto. To the extent permitted under the existing access easement covering the existing access road ("**Access Road**") to and from Highway 50, Ground Lessor shall permit Ground Lessee's access to and from Highway 50 to the Premises under such existing access easement. Ground Lessee shall permit Ground Lessor's access, for any reason, to all aspects of its sewage treatment plant, including those components of the sewage treatment plant within the Ground Lease area, including, but not limited to, the driveway, influent pipe, effluent pipe, biosolid storage area, above-ground manholes, and outfall. Ground Lessee shall not modify or damage any of Ground Lessor's infrastructure without prior approval.

1.2 Term. Except as otherwise provide herein, the term of this Lease shall commence on the Effective Date hereof and shall continue for a period of ten (10) years unless terminated earlier in accordance with the terms hereof.

1.3 Effective Date. This Lease shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until the earlier of the date (a)

this Lease is terminated by mutual agreement of the parties hereto, (b) upon which the Ground Lessee acquires all of Ground Lessor's right, title and interest in and to the real property upon which the Premises is located pursuant to a separate written agreement, or (c) in the event the Agency fails to substantially complete the construction of Phase 1A of the Unified SSWS within ten (10) years following the effective date of this Agreement.

1.4 Rent. Ground Lessee shall pay to Ground Lessor as rent for the Term of this Lease the sum of \$1.00 for each "Lease Year" of the Term (the "Annual Rent"). Annual Rent shall be paid to Ground Lessor on or before the first day of each Lease Year at Ground Lessor's address set forth herein, or at such other address as Ground Lessor may specify in a written notice. The term "Lease Year" shall mean the twelve-month period beginning on January 1 of each year and ending on the following December 31st.

## **Article 2 -- Use of Premises**

2.1 Use. The Premises shall be used for the construction and operation of the Ground Lessee's wastewater system, including but not limited to, construction staging, pipes, lines, mains, lagoons, ponds, basins, lift stations, pump stations and any other infrastructure or equipment incidental to or necessary for the construction and operation of the Ground Lessee's wastewater system. Use of the Premises shall be in compliance with all applicable municipal, state and federal rules and regulations, ordinances, statutes and laws. Ground Lessor has the right to inspect the Premises at any time upon reasonable prior notice to Ground Lessee provided, however, that Ground Lessor shall not interfere with the Ground Lessee's construction of the Ground Lessee's wastewater system.

2.2 Fencing. Ground Lessee shall provide temporary fencing during construction and permanent fencing after construction around the Ground Lessor's facilities to comply with NDEE Title 123. One fence around both the Ground Lessor's and Ground Lessee's infrastructure shall be acceptable. Ground Lessee shall be responsible for fence maintenance and repairs to those portions of fence adjacent to their leased area. Fencing type and height shall match existing fencing on the Premises.

## **Article 3 -- Utilities**

3.1 Utilities. During the term of this Lease, Ground Lessee shall pay or cause to be paid all charges for the furnishing of gas, electric, water, sewer, telephone services and other utilities to the Premises, and for the removal of garbage and rubbish from the Premises.

## **Article 4 -- Title /Liens**

4.1 Ground Lessor's Title. Ground Lessor represents, warrants, covenants and agrees that Ground Lessor is the owner of fee simple title to the Premises and such is not subject to any other lease or use. Hereafter, Ground Lessor agrees that it will not enter into, amend, terminate or modify any easement, covenant, condition or restriction which binds or will bind the Premises without Ground Lessee's prior written approval. Furthermore, Ground Lessor shall not enter into any mortgage, deed of trust or other finance instrument with respect to the Premises.

4.2 Mechanics' Liens. At all times during the term of this Lease, Ground Lessee shall keep the Premises free and clear of all liens and claims for labor, services, materials, supplies or equipment performed on or furnished to the Premises or otherwise furnished by or through Ground Lessee. Notwithstanding anything to the contrary contained herein, Ground Lessee may at its option litigate the validity of any lien, provided that it first purchases a bond insuring Ground Lessee and Ground Lessor for the full amount of such lien, or complies with applicable law, so that the Premises is “wholly discharged” from the lien, or provides other assurances reasonably satisfactory to Ground Lessor that the Premises will not be subject to risk of loss or forfeiture as a result of contesting the validity of such lien.

## **Article 5 – Repairs and Restoration; Ground Lessor Use**

5.1 Maintenance by Ground Lessee. At all times during the Term of this Lease, Ground Lessee shall maintain the Premises (including mowing, landscaping, weed control, snow removal and fence maintenance) in good condition and in compliance with all applicable laws, rules and regulations. Ground Lessee shall repair any damages to the Access Road caused by Ground Lessee or their contractors during construction. In the event Ground Lessor continues to mow the Premises, the Ground Lessee agrees to reimburse Ground Lessor for the costs of mowing attributable to the Premises.

5.2 Option to Terminate Lease for Destruction or Condemnation. Notwithstanding anything contained herein, Ground Lessee shall have the option of terminating this Lease by giving Ground Lessor written notice thereof within thirty (30) days of: (a) any material casualty to the Premises which prevents its use thereof by Ground Lessee for a period in excess of 30 days; or (b) upon the condemnation of a material portion of the Premises by any party other than Ground Lessee.

5.3 Restoration. In the event of an immaterial damage to the Premises or in the event Ground Lessee elects not to terminate in the event of a material damage to the Premises, the Ground Lessee shall be obligated to restore the Premises into substantially the same condition as existed prior to the casualty. After construction is complete, Ground Lessee shall return the access road, staging area, and leased area to their pre-construction condition. This work shall include removing all aggregates from the greenspaces, ripping the ground two feet (2') deep, discing, seeding, sodding, and watering. All damaged pavement due to construction traffic shall be replaced to match existing concrete.

5.4 Ground Lessor Use. Notwithstanding anything contained herein to the contrary, Ground Lessor shall continue to have the right to discharge certain sludges from its operation of its wastewater treatment plant and apply the same via dry and liquid forms in accordance with this Section. The dry sludge may be applied by the Ground Lessor in either of the areas depicted as “Dry land application area #1” and “Dry land application area #2” on **Exhibit A** attached hereto at any time during the term of this Ground Lease. In the event Ground Lessee completes its road construction and grading on the Premises before May 31, 2022, the liquid sludge shall be applied by the Ground Lessor in the area depicted as “Liquid land application area #1” on **Exhibit A** attached hereto at any time after such date. In the event, however, Ground Lessee does not complete its road construction and grading on the Premises before May 31, 2022, the liquid sludge shall be applied by the Ground Lessor in the area depicted as “Liquid land

application area #2” on **Exhibit A** attached hereto until such time as the Ground Lessee completes its road construction and grading on the Premises. The discharge and application of the dry and liquid sludge by Ground Lessor pursuant to this Section shall be performed in accordance with all applicable laws, rules and regulations. Each party shall cooperate with the other with respect to the manner, timing and/or location of such dry and liquid applications in the event a party requires a reasonable modification to the same due to events or circumstances beyond the requesting party’s reasonable control.

### **Article 6 – Indemnity and Insurance**

6.1 **Indemnity.** Ground Lessee hereby agrees to indemnify and hold Ground Lessor harmless from all liability for any such loss, damage or injury to other persons and from all costs and expenses, including legal fees, arising from Ground Lessor’s use and occupancy of the Premises, except as occasioned by willful misconduct or neglect of Ground Lessor or its agents, employees, licensees or invitees.

6.2 **Liability Insurance.** Ground Lessee shall, at Ground Lessee's own cost and expense, secure promptly after execution of this Lease and maintain during the entire term of this Lease, liability and casualty insurance for the Premises naming Ground Lessor as an additional insured on a primary and non-contributory basis with respects to the general liability, auto liability and umbrella liability per written contract and for them to add a Waiver of Subrogation in favor of the Ground Lessor for the general liability, auto liability, umbrella liability and workers’ compensation policies. Ground Lessee shall provide to Ground Lessor within ten (10) days after execution of this Lease a copy of the Certificate of Insurance proving insurance requirements.

### **Article 7 -- Assignment and Subleasing**

7.1 **Prohibition.** Ground Lessee may not sell, convey, assign, sublease, transfer or encumber, herein any of its interest in this Lease without the prior written consent of Ground Lessor; provided, however, the Ground Lessee may assign its interest in this Lease to Sarpy County, Nebraska without Ground Lessor’s prior written consent provided that Sarpy County assumes the construction and operation of the portions of Ground Lessee’s wastewater system located on the Premises.

### **Article 8 -- Termination**

8.1 **Expiration.** Upon the expiration of the Term of this Lease or other termination of this Lease as provided herein or by operation of law, title to any improvements located on the Premises shall automatically, without action by the parties hereto, vest in Ground Lessor, its successors and assigns. At such time, Ground Lessee covenants and agrees that it will execute and deliver to Ground Lessor such evidence of title to said improvements as Ground Lessor may reasonably request. Notwithstanding the above, Ground Lessee retains the right to remove, subject to the rights of parties in possession, from the Premises, all improvements, trade fixtures and equipment located on the Premises and covenants and agrees to repair and restore any damages to the Premises occasioned by such removal.

8.2 Ground Lessee's Default. Should Ground Lessee (a) fail to pay the Annual Rent or any part thereof due hereunder for a period of ninety (90) days after written notice thereof; (b) default in the performance of any other covenant, condition or agreement contained in this Lease and the default is not cured within ninety (90) days after written notice thereof from Ground Lessor, or such longer period as may be reasonably required to effect a cure so long as Ground Lessee commences such cure with due diligence, then Ground Lessor may, at its option, cure such default (entering on the Premises for such purposes if Ground Lessor shall so elect), and Ground Lessee shall repay to Ground Lessor on demand the entire expense thereof, and any act or thing done by Ground Lessor pursuant to the provisions of this Section shall not be or be construed as a waiver of any default by Ground Lessee, or as a waiver of any covenant, term or condition herein contained or of the performance thereof, or of any other right or remedy of Ground Lessor.

8.3 Ground Lessor's Default. If at any time Ground Lessor defaults in the performance of any of Ground Lessor's covenants and obligations herein contained and the default is not cured within ninety (90) days after written notice thereof or such longer period as may be required to effect a cure, unless Ground Lessor commences such cure within said ninety (90) days and proceeds to prosecute same with due diligence, Ground Lessee shall have the right but not the obligation, in addition to any other remedies under law or at equity, to cure such default, and Ground Lessor shall repay to Ground Lessee on demand the entire expense thereof, including compensation to the agents and employees of Ground Lessee, and any act or thing done by Ground Lessee pursuant to the provisions of this Section shall not be or be construed as a waiver of any default by Ground Lessor, or as a waiver of any covenant, term or condition herein contained or of the performance thereof, or of any other right or remedy of Ground Lessee.

## **Article 9 -- Miscellaneous**

9.1 Force Majeure Delays. Except as otherwise expressly provided in this Lease, should the performance of any act required by this Lease to be performed by either Ground Lessor or Ground Lessee be prevented or delayed by reason of any act of God, terrorism, strike, lockout, labor trouble, inability to secure materials, pandemic, restrictive governmental laws or regulations (other than such laws or regulations adopted by the non-performing party), or any other cause, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

9.2 Notices. Any notices required or desired to be given hereunder shall be in writing and shall be given by depositing such notice in the United States mail, certified and return receipt requested, addressed to the party to whom such notice is given at the address set forth below or to such other address as such party may previously have specified in a notice to the party giving notice. Any such notice shall be deemed delivered (i) upon receipt thereof, or (ii) in the event receipt of such notice is refused, at the time of such refusal.

If intended for Ground Lessor:

City of Springfield, Nebraska

Attn: City Clerk and City Administrator  
P.O. Box 189  
170 North Third Street  
Springfield, NE 68059

If intended for Ground Lessee:

Sarpy County and Cities Wastewater Agency  
Attn: Agency Administrator  
1210 Golden Gate Drive  
Suite #1226  
Papillion, NE 68046-2845

9.3 Governing Law. This Lease and all matters relating to this Lease shall be governed by the laws of the State of Nebraska in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

9.4 Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect, unimpaired by the holding.

9.5 Recording. Ground Lessee may record this Lease against the Premises.

9.6 Nonwaiver. Failure of either party to exercise its rights under the terms of this Lease on any one occasion shall not be construed as a waiver of any requirement of this Lease or a waiver of such party's right to take advantage of any subsequent or continued breach by the other party of any covenant contained in the Lease. All remedies herein provided shall be in addition to and not in substitution for any remedies otherwise available to the parties.

9.7 Quiet Enjoyment. Ground Lessor covenants the following during the term of this Lease, as long as Ground Lessee performs its obligations under this Lease, Ground Lessee shall have quiet and exclusive possession of the Premises free from the claims of Ground Lessor or anyone lawfully claiming through Ground Lessor.

9.8 Termination of Lease Upon Purchase. Upon the purchase of the Premises by Ground Lessee pursuant to that certain Interlocal Agreement for Land Rights, Wastewater System Construction and Development, Treatment Plant Decommission and Wastewater Service and Connection dated [REDACTED], 2021, the parties hereto agree that this Lease shall terminate and be of no further force or effect. Upon such termination the parties shall execute a lease termination agreement evidencing the termination in form and substance reasonably satisfactory to both parties.

[signatures on next page]

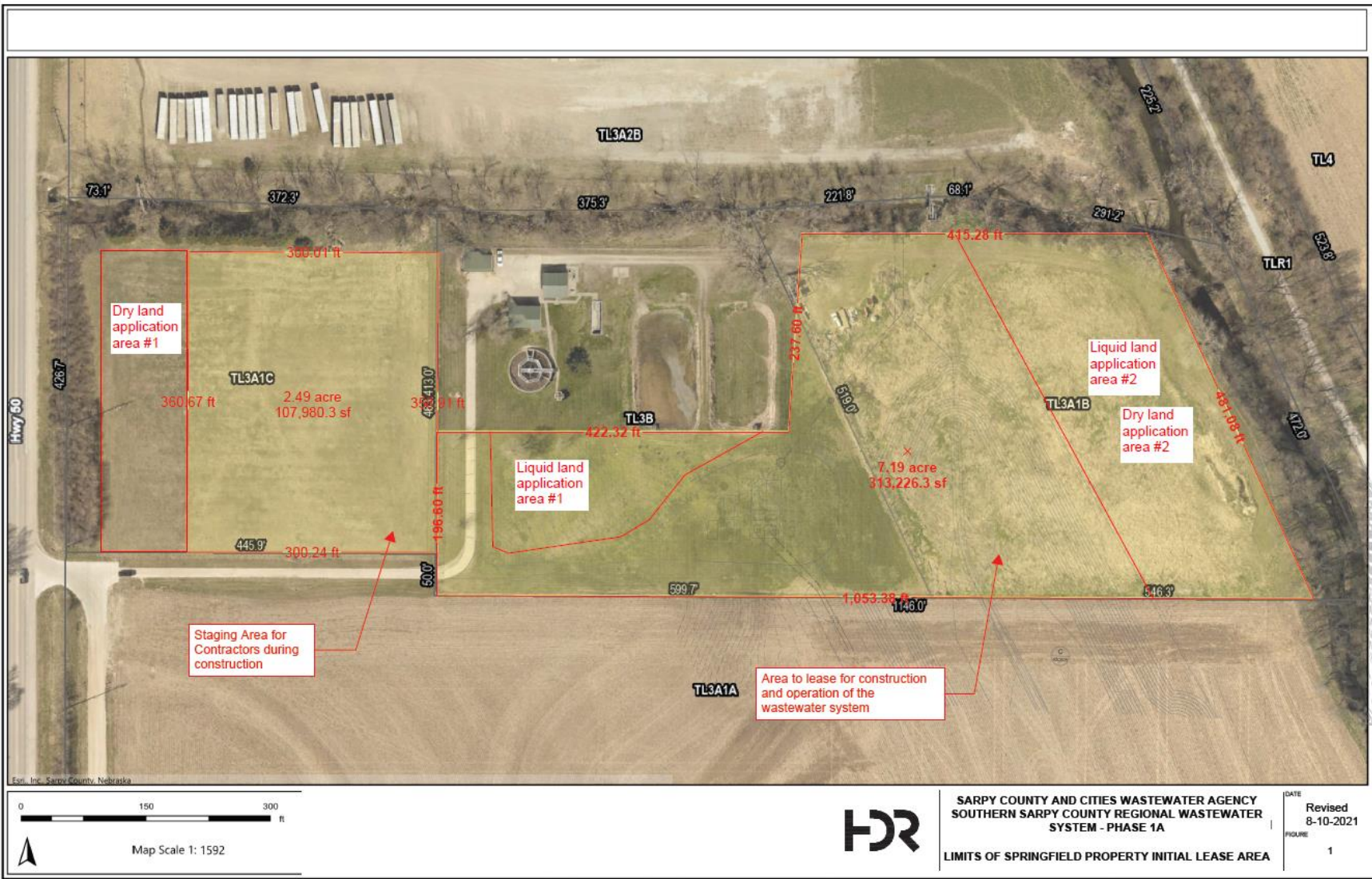
[attach signature and notary blocks prior to execution]

**EXHIBIT A TO GROUND LEASE**

**DEPICTION OF THE PREMISES**

[Attached]





## EXHIBIT D-1

### Form Temporary Construction Easement

After Recording Return To:

Sarpy County and Cities Wastewater Agency  
Attn: Agency Administrator  
1210 Golden Gate Drive  
Suite #1226  
Papillion, NE 68046-2845

### TEMPORARY CONSTRUCTION EASEMENT

In consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE CITY OF SPRINGFIELD, NEBRASKA (hereinafter referred to as the "Grantor"), for itself and for its successors and assigns, does hereby grant to the **SARPY COUNTY AND CITIES WASTEWATER AGENCY** (hereinafter referred to as the "Agency"), and its successors and assigns, contractors, and agents the easements hereinafter described, in, over and across the real property as shown and described on the attached **Exhibit "A"** and incorporated herein by reference (all said portions hereinafter being referred to collectively as the "Easement Area").

Pursuant to this temporary construction easement, the Agency and its successors and assigns, shall have full and free right, liberty and authority to enter upon and use the Easement Area for construction related to the sewer system and related appurtenances.

Said temporary construction easement shall commence on the date of commencement of construction and shall continue during the period of construction, which is anticipated to conclude on June 1, 2023, of the referenced projects by the Agency and its agents and contractors.

The purpose and scope of the easements herein granted shall be for the construction of a sewer system and appurtenances; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery.

In regard to said easements, it is expressly agreed:

1. The date of commencement of construction shall be the date upon which the Agency or its contractors, lessees or agents first enters upon the property subject to this temporary construction easement for the purpose of construction.
2. The Agency, its engineers, contractors and agents, shall have the full right and authority of ingress and egress at all times upon the easement area in order to perform any of the acts and functions described within the purposes and scope of this easement.

3. After construction is complete, the Agency shall restore the access road and construction staging area to their pre-construction condition. This work shall include removing all aggregates from the greenspaces, ripping the ground two feet (2') deep, discing, seeding, sodding, and watering. All damaged pavement due to construction traffic shall be replaced to match existing concrete. The Agency shall restore to a similar condition as exists on the date of commencement of the Easement Area if such area is damaged by the Agency, its engineers, contractors, assigns or agents, in carrying out the purposes and scope of this easement. Claims for any uncorrected damage shall be filed with the Agency within three months after termination of the construction work or other activity causing such damage.
4. Grantor warrants and agrees that Grantor has lawful possession of the real estate on which the Easement Area is located, good, right and lawful authority to make the conveyance herein and that Grantor and its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Agency forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this grant of easement.

Executed by Grantor on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[attach signature and notary blocks prior to execution]

**EXHIBIT A to TEMPORARY EASEMENT**

(See Attached)

**EXHIBIT D-2**

**Form Permanent Sewer Easement**

After Recording Return To:

Sarpy County and Cities Wastewater Agency  
Attn: Agency Administrator  
1210 Golden Gate Drive  
Suite #1226  
Papillion, NE 68046-2845

**PERMANENT SEWER EASEMENT**

*KNOW ALL MEN BY THESE PRESENTS:*

THAT THE CITY OF SPRINGFIELD, NEBRASKA, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **SARPY COUNTY AND CITIES WASTEWATER AGENCY**, a government entity created through the Interlocal Cooperation Act, hereinafter referred to as the AGENCY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sewer (for sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"  
LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto said AGENCY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the AGENCY. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the restrictions expressed herein and the right of the AGENCY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the AGENCY. Improvements which may be approved by AGENCY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its heirs, successors or assigns.
- 2) That AGENCY will replace or rebuild any and all damage to improvements caused by AGENCY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated by the AGENCY. All

shrubbery and trees along the Highway 50 frontage shall remain in place. If any shrubbery or trees within this corridor are removed by AGENCY, AGENCY shall be responsible for the cost and replacement of shrubbery and trees of equal size and value.

3) This permanent easement is also for the benefit of any contractor, lessee, agent, employee, or representative of the AGENCY and any entity performing said construction and work.

4) That AGENCY shall cause any trench made on said easement strip to be properly refilled and compacted and shall cause the premises to be left in a neat and orderly condition.

5) That said GRANTOR for itself does or do confirm with the said AGENCY and its assigns that it, the GRANTOR, is or are well seized in fee of the above described property and that it has the right to grant and convey this permanent easement in the manner and form aforesaid, and that it will, and its successors, shall warrant and defend this permanent easement to said AGENCY and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.

6) That said permanent easement is granted upon the condition that the AGENCY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, except that all shrubbery and trees along the Highway 50 frontage shall remain in place. If any shrubbery or trees within this corridor are removed by AGENCY, AGENCY shall be responsible for the cost and replacement of shrubbery and trees of equal size and value.

7) The AGENCY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings; except a Temporary Construction Easement if and as applicable, between the GRANTOR and the AGENCY or its contractors or agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the AGENCY or its agents or employees, except as are set forth herein (if applicable);

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[attach signature and notary blocks prior to execution]

**EXHIBIT A TO PERMANENT EASEMENT**

**LEGAL DESCRIPTION**

## EXHIBIT E

### Form Connection Agreement

#### **AGREEMENT FOR FORCE MAIN CONNECTION AND WASTEWATER SERVICE BETWEEN THE SARPY COUNTY AND CITIES WASTEWATER AGENCY AND THE CITY OF SPRINGFIELD, NEBRASKA**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (hereinafter the “Agency”), and the CITY OF SPRINGFIELD, NEBRASKA, a municipal corporation of the State of Nebraska (hereinafter the “Member”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, Member is a municipal corporation, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to the Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the “Act”);

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (such area, as amended or modified in accordance with the Formation Interlocal from time to time, the “Agency’s Jurisdiction”);

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency’s Jurisdiction subject to (a) the terms of the Gretna Sewer Interlocal (as defined in said Resolution), and (b) the terms of the Springfield Sewer Interlocal (as defined below). The individual governing bodies of Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the Agency’s Jurisdiction in accordance with the Formation Interlocal;

WHEREAS, pursuant to Agency Resolution No. 2020-013, the Agency adopted and approved the Agency’s Growth Management Plan and Implementing Policies and Procedures applicable to the Agency’s Jurisdiction (collectively, as amended, supplemented or replaced from time to time, the “Growth Management Plan”). Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the Growth Management Plan in accordance with said Resolution;

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency adopted and approved the Agency's Sewer User Rates and Connection Fees Schedule and Related Policies and Procedures applicable to the Agency's Jurisdiction (collectively, as amended, supplemented or replaced from time to time, the "Agency Rates/Fees Schedule"). Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the Agency Rates/Fees Schedule in accordance with said Resolution;

WHEREAS, the Agency and the Member are parties to that certain Interlocal Agreement for Land Rights, Wastewater System Construction and Development, Treatment Plant Decommission, and Wastewater Service and Connection effective [REDACTED], 2021 (the "Springfield Land Rights Interlocal"), concerning, among other things, the conveyance of certain land rights and related matters necessary to the construction and development of portions of Phase 1A of the Unified SSWS located on the Springfield Plant Property (as defined in the Springfield Land Rights Interlocal);

WHEREAS, the Agency and the Member are also parties to that certain Interlocal Agreement for the Operation of the Springfield Sewer System Located in the Agency's Jurisdiction effective July 9, 2019 (the "Springfield Sewer Interlocal"), concerning the Member's ownership, operation, maintenance, design, construction, extension and collection of revenue from the Springfield Sewer System (as defined therein) located within the Springfield Sewer Service Area (as defined therein); The Springfield Sewer Interlocal was approved by the Agency pursuant to Agency Resolution No. 2019-004;

WHEREAS, pursuant to Section 2(b)(i) of the Springfield Sewer Interlocal, so long as the Member has been an Agency Member from Agency inception until the time the Springfield Sewer System is connected to the Unified SSWS, then the Member shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for such portion of the Springfield Sewer System to be connected into the Unified SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;

WHEREAS, the Agency owns and operates the Unified SSWS within the Agency's Jurisdiction and the City of Omaha, a municipal corporation of the State of Nebraska (hereinafter "Omaha"), owns and operates a wastewater treatment plant and system in the metropolitan area (collectively, the "Omaha Treatment System");

WHEREAS, the Agency and Omaha are parties to that certain Interlocal Agreement for Wastewater Services dated October 1, 2020 (the "Omaha Sewer Interlocal") pursuant to which Omaha agreed to treat wastewaters discharged to and conveyed by the Unified SSWS through the Omaha Treatment System;

WHEREAS, the Member owns, operates and maintains the Springfield Sewer System (hereinafter the "Member Sewer System") which is located within the Springfield Sewer Service Area (hereinafter, the "Member Sewer Service Area") and within the Agency's Jurisdiction;



WHEREAS, the Member desires to have the Unified SSWS convey the wastewater discharged from users of the Member Sewer System to the Omaha Treatment System;

WHEREAS, pursuant to the Springfield Sewer Interlocal, the Springfield Land Rights Interlocal, and the Formation Interlocal, the Member Sewer System is required to connect to the Unified SSWS on the terms and conditions set forth herein;

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the wastewater discharged from users of the Member Sewer System to be conveyed to and treated by the Omaha Treatment System; and

WHEREAS, the accomplishment of such an arrangement is authorized by law, the Formation Interlocal, the Springfield Sewer Interlocal and the Omaha Sewer Interlocal.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **General Provisions for Wastewater Service.** For the services hereinafter stipulated to be performed by the Agency and Omaha, Member, all users of the Member Sewer System and their respective purchasers, tenants, occupants, successors, and assigns shall comply with the Omaha Sewer Interlocal including, but not limited to, the “General Provisions” contained therein and as the same may be amended from time to time, and to make payment of all applicable fees and charges in accordance with the terms thereof. The Member acknowledges receipt of a copy of the Omaha Sewer Interlocal and the General Provisions attached thereto. The Omaha Sewer Interlocal is hereby incorporated by this reference.

2. **Term.** The term of this Agreement will be a period of ten (10) years commencing on the date Member connects the Member Sewer System to the Unified SSWS in accordance with Neb. Rev. Stat. 14-365.09 and other applicable laws, rules, permits and regulations. The parties agree that this Agreement may be extended by written agreement of the parties, but, subject to the limitations set forth below, the Agreement shall not extend absent such an agreement. Either party may terminate this Agreement at any time and for any or no reason by providing written notice of termination to the other. Such notice shall be provided at least twelve (12) months prior to the time that this Agreement terminates and is subject to any other state and federal laws that might apply. Member acknowledges that the Unified SSWS and the Omaha Treatment System are public utilities available to the Member’s jurisdiction without discrimination to members of specified user classes (as such term is used in the General Provisions) or other users of the Unified SSWS and Omaha Treatment System, and the Agency and Omaha may make their wastewater systems available to other jurisdictions without discrimination to members of specified user classes (as such term is used in the General Provisions) or other users of the Unified SSWS or Omaha Treatment System. Expiration or earlier termination of this Agreement will not be effective without the prior written approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment of wastewater generated within the Agency’s Jurisdiction. Within a time period from

notice of termination in accordance with the terms hereof to the effective date of such termination, the parties will use good faith efforts to negotiate a new agreement if that is the will of either of the parties. Nothing in this Section will be construed as the limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto. This Agreement, and all documents referenced herein, counts as the complete and entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any and all other agreements and understandings, both oral and written, between the parties regarding said subject matter.

3. **Member's Payment and Collection of the Agency's User Rates and Connection Fees.** Agency's wholesale sewer service charges and fees as now and hereinafter established pursuant to applicable Agency resolutions, policies and procedures shall apply to all users of the Member Sewer System. The Member shall continue to provide retail sewer services and charges to the users of the Member Sewer System. During the term of this Agreement, the Member shall be responsible for the payment of the following charges:

(a) The Member shall pay ongoing user charges in accordance with the user rates set forth in the Agency Rates/Fees Schedule (the "User Rates") for the conveyance and treatment of the sewage entering such sewer system(s), and for the ongoing operations and maintenance of the Unified SSWS. The User Rate applicable to the Member Sewer System shall be based on the amount of wastewater flows from the Member Sewer System to the Unified SSWS.

(b) The Member shall also pay sewer connection fees in accordance with the Agency Rates/Fees Schedule (the "Connection Fees"). The Connection Fees shall not create an obligation on behalf of the Agency to provide any services to the applicable development or platted parcels until such time as the applicable Member in which such development or platted parcels are connected to the Unified SSWS.

(c) Except for the Member's reimbursement of a portion of the Agency's payment of the Omaha Sewer Charge for Springfield in accordance with Section 5 of the Springfield Land Rights Interlocal, the Member shall, in accordance with Section 2(b)(i) of the Springfield Sewer Interlocal, pay no capital connection, capital facility or other similar connection fee or charge for the connection of the Member Sewer System to the Unified SSWS in accordance with the terms of this Agreement.

4. **Area Subject to Wastewater Services.**

(a) During the term of this Agreement, the Agency shall convey for treatment at the Omaha Treatment System all wastewater discharged from the Member Sewer System into the Unified SSWS. Member acknowledges and agrees that the Agency is solely responsible for conveying wastewater from the Member Sewer System to the Omaha Treatment System and that Omaha is solely responsible for wastewater treatment in accordance with the Omaha Sewer Interlocal.

(b) The connection to the Unified SSWS of any area within the Member's corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area,

or areas that lie within the Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act that is not included in the Member Sewer Service Area is only permitted pursuant to a new wastewater service and connection agreement between the Agency and the Member that includes such additional area.

(c) The Agency will convey to the Omaha Treatment System all residential, commercial, and industrial wastewaters generated within the Member Sewer Service Area that flows, drains, pumps, or is otherwise discharged into the Unified SSWS at the approved connection point(s) of the Member Sewer System and the Unified SSWS. Such wastewaters shall be subject to the Agency's user rates described in this Agreement. Pursuant to the Omaha Sewer Interlocal, Omaha will treat all residential, commercial, and industrial wastewaters conveyed by the Unified SSWS to the Omaha Treatment System.

(d) The Member acknowledges and agrees that no connection shall be made to the Member Sewer System or to any other sewer system within the Agency's Jurisdiction that is also within or subject to the Member's corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within the Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act until:

(i) the Agency's engineers and other professional staff or consultants have confirmed in writing that, in their sole discretion, the proposed connection(s) and wastewater intended to be discharged into the Member Sewer System or Unified SSWS to such connection point(s) comply with (A) the General Provisions, and (B) all other applicable laws, rules and regulations;

(ii) pursuant to a duly adopted resolution of the Agency Board (or pursuant to an Agency letter, permit or written authorization from the Agency's duly authorized designee(s)), the Agency approves and confirms that such connection complies with the terms of this Agreement, the Omaha Sewer Interlocal, the Growth Management Plan, the Agency Rates/Fees Schedule, and other applicable Agency resolutions, rules, policies and procedures then in effect;

(iii) the payment of all applicable fees, costs, expenses and charges due to the Member having zoning jurisdiction and/or the Member Sewer Service Area over such connecting SID, property, tract, lot, land, parcel, development, or sewer system have been made by the applicable owner, developer or sub-divider;

(iv) the payment of all Connection Fees, and other applicable fees, costs, expenses and charged then due and payable to the Agency pursuant to the Rates/Fees Schedule and any other Agency resolution, policies or procedures have been remitted by the Member having zoning jurisdiction or sewer service

jurisdiction over such connecting SID, property, tract, lot, land, parcel, development, or sewer system; and

(v) the Member enters into a wastewater service agreement with each such owner, developer and sub-divider prior to any sewer connection by such SID, property, tract, lot, land, parcel, development, or sewer system. The Member shall deliver to the Agency a copy of each such wastewater service agreement within ten (10) days of full execution of the same. Each such wastewater service agreement shall explicitly incorporate and require the connecting owner, developer and/or sub-divider to be subject to and abide by the Growth Management Plan, the Agency Rates/Fees Schedule, and the Omaha Sewer Interlocal (including the General Provisions).

Any sewer connection approved or permitted by the Member that violates this subsection shall be subject to a service charge of 10% of the applicable connection fee(s) and shall be disconnected until brought into compliance.

(e) The Member shall be solely responsible for obtaining and maintaining all necessary local, state, county and federal permits, licenses and approvals with respect to the ownership and operation of the Member Sewer System and the use of thereof by the users and customers thereof.

(f) The Member is authorized to establish rules and regulations concerning the use and operation of the Member Sewer System within the Member Sewer Service Area as long as such rules and regulations are not inconsistent with the terms of this Agreement or the Omaha Sewer Interlocal. Further, the Member can establish whatever rates and fees it deems appropriate in addition to the charges and fees payable to the Agency in accordance with the Agency Rates/Fees Schedule.

5. **Connection Authorization.**

(a) Subject to satisfaction of the conditions set forth in Section 4(d) above, the Agency hereby authorizes the connection of the Member Sewer System to the Unified SSWS at a location mutually acceptable to the Member and the Agency.

(b) The Member and the Agency acknowledge that, from time to time, an industry or commercial operation may be required to register with the NDEE and/or obtain a Nebraska pretreatment permit prior to connecting directly to the Agency System (or indirectly via the Member Sewer System). The Member and the Agency agree that any such connections that require such a permit shall be approved in writing by Omaha and the Agency prior to direct connection to the Agency System (or indirect connection via the Member Sewer System) and that part of that approval process may include, as applicable, evaluating the needs of the industry or commercial operation and whether the existing fee structure fairly addresses the operation's use of wastewater treatment services.

6. **Sampling and Flow Monitoring.** The Member agrees that the Agency may place

sampling and/or flow-monitoring manholes at any connection point of the Member Sewer System to the Unified SSWS or at any other point in the Member Sewer System in order to measure wastewater flows from the Member Sewer System to the Unified SSWS. This and all future sampling and/or flow-monitoring meters/manholes shall be constructed in locations determined by the Agency and in accordance with applicable Agency policies, rules and procedures. The Member shall provide to the Agency with acceptable access to such meters/manholes.

7. **Nondiscrimination**. Notwithstanding anything in this Agreement to the contrary, (i) the parties agree that they and any of their subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, age, religion, sex, disability, or national origin; and (ii) one or more of the parties is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

8. **Remedies**. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The parties agree that any party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

9. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the parties. A copy of this Agreement shall be provided to Omaha by the Agency, within ten (10) business days after being signed and executed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

**[ATTACH SIGNATURE PAGES PRIOR TO EXECUTION]**

**EXHIBIT F**

**NDEE Verification Letter**

[Attached]



August 20, 2021

City of Springfield  
Attn: Kathleen R. Gottsch  
City Administrator/Clerk/Treasurer  
P.O. Box 189  
170 North 3<sup>rd</sup> Street  
Springfield, NE 68059

Sarpy County and Cities Wastewater Agency  
Attn: Dan Hoins, Agency Administrator  
1210 Golden Gate Drive  
Papillion, NE, 68046

Re: Sarpy County and Cities Wastewater Agency (SCCWA) and Unified Southern Sarpy Wastewater System (Unified SSWS)

Dear M. Gottsch & Hoins,

In a July 29 email, SCCWA requested clarification on two issues regarding the potential impact a proposed lease agreement between the SCCWA and the City of Springfield will have on Springfield's current NPDES permit and SCCWA's anticipated SRF loan from the Nebraska Department of Environment and Energy (NDEE).

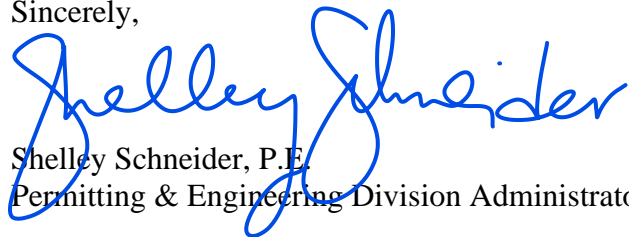
SCCWA intends to borrow up to \$69,800,000 from the Nebraska Clean Water State Revolving Loan (SRF) for the construction of Phase 1A of the Unified SSWS. It is our understanding SCCWA intends to initially lease ground adjacent to the City of Springfield's existing wastewater treatment plant during the initial construction of the Unified SSWS. As you are aware, the proposed Phase 1A construction activities are subject to prior NDEE review and approval pursuant to Title 123.

It is our understanding that upon substantial completion of construction of Phase 1A of the Unified SSWS and Springfield's connection of its existing wastewater system to the Unified SSWS, SCCWA will acquire fee title to the leased area as well as the land upon which the existing Springfield treatment plant is located. Substantial completion is anticipated in 2024.

Springfield's current NPDES permit is due for renewal in March of 2023. Springfield's existing NPDES permit and the renewal of that permit is not impacted by SCCWA leasing the adjacent ground nor SCCWA's construction activities. Springfield will need to maintain and comply with an active NPDES permit until such time as they can connect to the Unified SSWS. Springfield will need to apply for renewal 180 days prior to expiration if they haven't yet connected to the Unified SSWS. The Unified SSWS will require an NPDES permit prior to discharge. An application is due a minimum of 180 days prior to discharge. Once Springfield connects to the Unified SSWS and no longer discharges, they may request termination of their NPDES permit.

I hope this adequately addresses your questions. Please feel free to contact Gautam Bhadbhade, Engineer at [Gautam.Bhadbhade@nebraska.gov](mailto:Gautam.Bhadbhade@nebraska.gov) with SRF questions and Cay Ewoldt, NPDES & State Permits Section Supervisor at [Cay.Ewoldt@nebraska.gov](mailto:Cay.Ewoldt@nebraska.gov) with NPDES questions.

Sincerely,



Shelley Schneider, P.E.  
Permitting & Engineering Division Administrator