

**AGREEMENT FOR
WATER SERVICE,
SANITARY SEWER SERVICE AND
SANITATION DISPOSAL**

This Agreement is made on June 16, 2004, between the Village of Terrytown, Nebraska, a municipal corporation, (the "Village") and Western Equity, LLC, a Nebraska limited liability company, ("Western").

RECITALS:

- a. Western owns a system of water mains and sanitary sewer mains required to supply the water and sanitary sewer needs of its tenants in the Monument View Trailer Park ("Monument View")
- b. The Village has, for many years, supplied all the water, sanitary sewer and sanitation disposal services for Monument View under an oral agreement.
- c. Western now desires to have the Village maintain his water mains and sanitary sewer mains, as well as supply water, sanitary sewer and sanitation disposal services to Monument View.
- d. Western and the Village now desire to reduce their Agreement in writing and, in consideration of the conditions contained in this Agreement, they agree as follows:

AGREEMENT:

- a. The Village agrees to maintain the water mains and sanitary sewer mains, as well as sell and deliver water, sanitary sewer and sanitation disposal services to Monument View subject to the conditions contained in this Agreement.
- b. Western agrees to transfer ownership of the water mains and sanitary sewer mains in Monument View to the Village, as well as purchase water, sanitary sewer service and sanitation disposal services from the Village subject to the conditions contained in this Agreement.

1. FLOW AND PRESSURE ON DELIVERY:

The Village, to the best of its ability, shall continue to deliver water to Monument View at the point or points as they currently exist at the time of the making of this Agreement, at a rate of flow and pressure as is needed to meet the reasonable requirements of the residents. Monument View's peak-hour demand will be met to the extent that the peak-hour demand is met within the boundaries of the Village.

2. WATER SYSTEM FACILITIES:

It is the understanding of the parties to this Agreement that the Village, through its certified water operator, will provide such water and any additional system facilities as may be necessary to meet the terms and conditions of this Agreement. It is further understood by the parties that the responsibility of the Village and its certified water operator in this respect, does not run beyond the point or points of delivery at the water main as they exist at the time this Agreement is executed by the parties.

3. DISTRIBUTION BOUNDARIES:

The distribution of Monument View's water and the removal of its sanitary sewer and solid waste by the Village, shall be limited to the areas within Monument View, provided that the Village may supply water and sanitary sewer services to existing customers or areas beyond Monument View, as from time to time is decided by the Village.

4. WATER, SANITARY SEWER AND SANITATION DISPOSAL SERVICES:

Water and sanitary sewer services shall be delivered by the Village to Monument View at the points or points as they currently exist and at such other points as from time to time may be mutually agreed upon by the parties. The Village shall provide sanitation disposal service to Monument View in the same manner as it is provided within the Village corporate limits.

5. RATES AND PAYMENT:

Western agrees to pay for all water, sanitary sewer and sanitation disposal services supplied by the Village as shall be established from time to time by the Village. The rates for such services shall be the same rates the Village charges all other customers of its water, sanitary sewer and sanitation disposal services. It is further understood that such rates shall always be reasonable and in relation to the cost incurred by the Village for the supply of water, sanitary sewer and sanitation disposal services.

Bills for water service, sanitary sewer service and sanitation disposal shall be rendered monthly and delivered to Western and shall be payable on or before the due date shown on them. Water service, sanitary sewer service and sanitation disposal service to any resident of Monument View may be discontinued if their bill for services is not paid within 30 days of the due date. Western waives any and all claims for damages resulting from the discontinuation of services to any resident for failure to pay a bill for services.

6. RULES AND REGULATIONS:

Western shall conform to all rules and regulations of the Village pertaining to the control of or restriction to the use of water, sanitary sewer service and sanitation disposal as determined by the Village in its sole discretion.

7. MAINS:

Western agrees to convey all of its ownership of the water mains and sanitary sewer mains to the Village. Western will convey, by deed and/or bill of sale, free of all liens and encumbrances, all of the ownership interests it has in the water mains and sewer mains, whether those interests are considered real or personal property. The transfer of ownership is for the purpose of granting the Village the right to maintain, repair and have full and complete control of the water mains and sewer mains.

8. TEMPORARY INTERRUPTION IN SERVICE:

If proper operation of the systems require the Village to discontinue temporarily all or part of the supply of water, sanitary sewer or sanitation disposal to Monument View, no claims for damages for such discontinuance shall be made by Western or its tenants against either the Village or any of its employees or agents.

9. PERMISSION TO USE STREETS:

The Village shall be permitted to use streets, highways, alleys and /or easements in Monument View for the purpose of maintaining, improving and operating the water system, sanitary sewer system or sanitation disposal systems to adequately supply and serve Monument View and other areas. In the event of improvement, the Village shall request Western to execute such separate instruments granting rights-of-way in the streets, highways and alleys as may be reasonably required by the Village. The Village shall restore all existing structures and/or improvements lying in the right-of-way of the improvement to as good a condition as before the improvement took place. Any improvement under this Section shall not be operated or maintained by any other persons other than the certified water operator, employees or agents of Village.

10. FORCE MAJEURE:

No failure or delay in performance of the executed water service, sanitary sewer service or sanitation disposal service agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any acts of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension; but, no cause or contingency shall relieve Western of its obligation to make payment for water, sanitary sewer or sanitation disposal services delivered by the Village.

11. TERM OF AGREEMENT:


The Village shall supply and sell water, sanitary sewer services and sanitation disposal services from the utility system of the Village. Western shall receive and purchase the water, sanitary sewer services and sanitation disposal services in accordance with the terms of this

Agreement for a period of twenty (20) years from the date of this Agreement. This Agreement may be terminated by either party after expiration of the twenty (20) year period on one (1) year's written notice served on the other party by delivering the notice to Western or the village clerk of the Village.

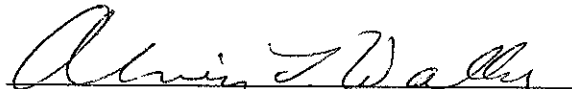
12. PARTIES BOUND:

This Agreement shall inure to the benefit of and be binding on the respective parties, their successors and assigns.

The Village of Terrytown, Nebraska

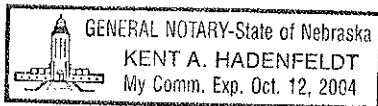
By: 
Glenn Hascall,
Chairman of the Board of Trustees

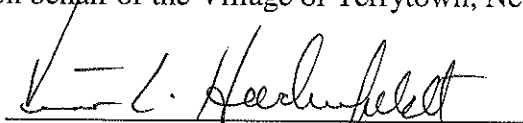
Western Equity, LLC, a Nebraska
limited liability company


Alvin Walker, Member

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY: ss.

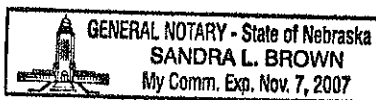
The foregoing instrument was acknowledged before me on June 26, 2004, by Glenn Hascall, Chairman of the Board of Trustees, for and on behalf of the Village of Terrytown, Nebraska.

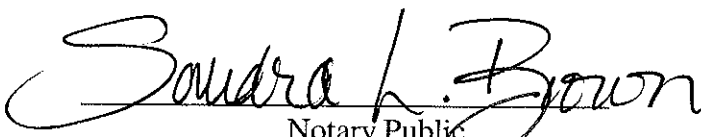



Notary Public

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY: ss.

The foregoing instrument was acknowledged before me on June 16th, 2004, by Alvin Walker, member of Western Equity, LLC, a Nebraska limited liability company, for and on behalf of the company.




Notary Public

Simmons Olsen Law Firm, P.C.

Attorneys at Law
A Professional Corporation

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John F. Simmons
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Robert G. Simmons, Jr.
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To contact writer directly:
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E-mail: khadenfeldt@simmonsolsen.com

June 16, 2004

Linda Green
Village of Terrytown
116 Terry Boulevard
Gering, NE 69341

Re: Western Equity, LLC

Dear Linda:

Enclosed please find two Agreements for Water Service, Sanitary Sewer Service and Sanitation Disposal. They have both been executed by Alvin Walker as Member of Western Equity, LLC. Please present these to Glenn for his signature, in front of a notary public, and then return both copies to me. At that time, I will file the Assignment, Bill of Sale and Conveyance with the Register of Deeds and return and executed copy to Alvin Walker.

If you have any questions, please give me a call.

Very truly yours,

SIMMONS OLSEN LAW FIRM, P.C.

Kent A. Hadenfeldt

KAH:jrs
Enclosure

Inst 2004 - 04921

NUM PAGES 2
DOC TAX _____ PD _____ CHG _____ RET _____
FEES 11.00 PD CHG _____ RET _____
TOTAL _____
CK NUM ck 11.00 BY _____
REC'D Peggy BY _____

RECORDED
SCOTTS BLUFF COUNTY, NE

Date 7-2-04 Time 3:30 P.M.

Simmons and Associates ✓
1502 2nd Avenue
Scottsbluff, NE 69361

NUM. INDEX B-1
COMPUTER E JG
PICTURED J
IMAGED J

Jean A. Bauer

REGISTER OF DEEDS

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Western Equity, LLC, a Nebraska limited liability company, ("Transferor"), in consideration of an agreement to perform maintenance and repairs as well as other good and valuable consideration, assigns, transfers, and conveys to the Village of Terrytown, Nebraska, a Nebraska municipal corporation ("Transferee"), the water main and sanitary sewer main, as well as any and all easements, rights of ways and all other incidents of ownership (the "Property") the Transferor has in connection with the water main and sanitary sewer main located within the Monument View Trailer Park and which are used or useful in the delivery of water and sanitary sewer services to real estate described as set forth in Exhibit "A" attached hereto, and incorporated herein by this reference.

This Assignment, Bill of Sale and Conveyance is given pursuant to an "Agreement" dated June 3, 2004, between Transferor and Transferee. Unless otherwise defined in this Assignment, Bill of Sale and Conveyance, all terms shall have the same meaning as contained in the Agreement.

Transferor covenants with Transferee that Transferor is the lawful owner of the water main and sanitary sewer main as well as the Property located within Monument View Trailer Park; that the water main, sanitary sewer main and the Property are free from all liens and encumbrances; that Transferor has good right to transfer the same, and Transferor warrants and will defend the same against the lawful claims and demands of all persons and entities.

Dated: June 16th, 2004.

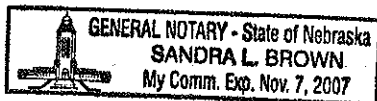
Western Equity, LLC, a Nebraska
limited liability company, Transferor

Alvin Walker
Alvin Walker, Member

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY: ss

This Assignment, Bill of Sale and Conveyance was acknowledged before me on June 16, 2004, by Alvin Walker as member of Western Equity, LLC, a Nebraska limited liability company, for and on behalf of the company, Transferor.

Sandra L. Brown
Notary Public



A tract of land in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Thirty-four (34), and the South Half of the Southeast Quarter (S1/2SE1/4) of Section Twenty-seven (27), all in Township Twenty-two (22) North, Range Fifty-five (55) West of the 6th P.M., in Scotts Bluff County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the West line of Tract "B", Hise Tracts, and the North Right-of-Way Line of the Gering Irrigation District Canal, thence, angle left of 50 Degrees 26'10" from the West line of said Tract "B", Hise Tracts, Northwesterly on the North Right-of-Way line of the Gering Irrigation District Canal, a distance of 206.40 feet; thence, a deflection angle left of 08 Degrees 50'30" on said North Right-of-Way line a distance of 390.71 feet; thence, a deflection angle left of 17 Degrees 24'50" on said North Right-of-Way line, a distance of 336.58 feet; thence, a deflection angle right of 97 Degrees 59'08", a distance of 460.10 feet; thence, a deflection angle right of 90 Degrees 04'10", a distance of 422.28 feet, thence, a deflection angle left of 21 Degrees 00'10", a distance of 191.44 feet; thence, a deflection angle right of 111 Degrees 10'13", a distance of 58.08 feet, thence, a deflection angle left of 104 Degrees 45'27", a distance of 51.58 feet to the point of intersection with the Westerly extension of the South Right-of-Way line of Canyon Drive in Bellevue Homes Addition; thence, a deflection angle left of 06 Degrees 29'57" on the south Right-of-Way line of Canyon Drive and its westerly extension, a distance of 41.37 feet to the point of intersection with the Northerly extension of the West Line of Tract "B", Hise Tracts; thence, a deflection angle right of 89 Degrees 43'33" on the West line of Tract Five (5), Hise Tracts and its northerly extension, a distance of 622.60 feet to the point of beginning, containing an area of 8.46 acres, more or less, EXCEPT a tract of land in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Thirty-four (34) and the South Half of the Southeast Quarter (S1/2SE1/4) of Section Twenty-seven (27), all in Township Twenty-two (22) North, Range Fifty-five (55) West of the 6th P.M., in Scotts Bluff County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the West line of Tract "B", Hise Tracts, and the North Right-of-Way line of the Gering Irrigation District Canal; thence, Northerly along the West line of said Tract "B", Hise Tracts, a distance of 622.60 feet; thence, a deflection angle left of 89 Degrees 43'33", a distance of 41.37 feet; thence, a deflection angle right of 06 Degrees 29'57" to the centerline of Ridge Drive; thence, Southwesterly along the centerline of the Ridge Drive to a point on the North Right-of-Way of the Gering Irrigation District Canal, thence, Southeasterly along said Right-of-Way to the point of beginning.

Simmons Olsen Law Firm, P.C.

Attorneys at Law
A Professional Corporation

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Rick L. Ediger
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To contact writer directly:
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E-mail: khadenfeldt@simmonsolsen.com

July 15, 2004

Alvin Walker
200709 Canyon Drive
Gering, NE 69341

Re: Agreement for Water Service, Sanitary Sewer Service and Sanitation Disposal

Dear Alvin:

I am enclosing for you one original Agreement for Water Service, Sanitary Sewer Service and Sanitation Disposal, and a copy of the Assignment, Bill of Sale and Conveyance that has been recorded at the Scotts Bluff County Register of Deeds office. Along with a copy, there is also an Acknowledgment of Filing for your records.

This should complete the transaction. If you should have any questions, comments or concerns, please do not hesitate to contact me.

Very truly yours,

SIMMONS OLSEN LAW FIRM, P.C.

Kent A. Hadenfeldt

KAH:jrs
Enclosure

cc: Village of Terrytown