

AMENDMENT TO WATER SERVICE AGREEMENT

This Amendment to Water Service Agreement (“Amendment”) is made by and among THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT, a public corporation and political subdivision of the State of Nebraska (hereinafter “Central”), the STATE OF NEBRASKA, acting by and through the NEBRASKA DEPARTMENT OF NATURAL RESOURCES (hereinafter “NDNR”), and the NEBRASKA COMMUNITY FOUNDATION (representing the Platte River Recovery Implementation Program (“Program”)), a Nebraska non-profit corporation (hereinafter “Foundation”). Central, NDNR, and Foundation may individually be referred to herein as a “Party” and may collectively be referred to herein as the “Parties.”

RECITALS

- A. The Parties entered into a Water Service Agreement dated as of July 9, 2013, (the “Water Service Agreement”).
- B. The Water Service Agreement involves the execution of a Reservoir Project, as that term is defined in the Agreement.
- C. Under the terms of the Water Service Agreement, Central has been performing pre-construction services for the Construction Phase of the Reservoir Project, as described in Article II of the Water Service Agreement.
- D. The Parties are evaluating how best to proceed with the Reservoir Project.
- E. In this Amendment, the Parties set forth their agreement as to: (1) the completion by Central of certain pre-construction tasks currently in process; and (2) other actions that Central may undertake as part of pre-construction services for the Construction Phase of the Reservoir Project.

F. The Parties desire to amend the Water Service Agreement in accordance with the following terms:

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows

1. **Cessation of Services.** Since the Effective Date of the Water Service Agreement, Central has been engaged in performing pre-construction services for the Reservoir Project. Effective upon the execution of this Amendment by all of the Parties hereto, the Parties agree that Central shall discontinue all pre-construction services (and any other activities) pursuant to the Water Service Agreement. Except as provided in Section 2 and Exhibit A of this Amendment, Central shall not engage in any activities pursuant to the Water Service Agreement that will result in the expenditure of any funds held by Central for the Reservoir Project.

2. **Current Activities.** The Parties agree that Central shall be permitted to complete any current work, studies, or reports (“Work Tasks”) that are being undertaken pursuant to the Water Service Agreement. The Work Tasks that are authorized to be completed are listed on Exhibit A. The costs included in Exhibit A are estimates and actual costs could be higher or lower. Central is authorized to complete the Work Tasks and to expend funds from the Project Accounts to complete such activities in accordance with the terms of the Water Service Agreement and the agreements with the third parties contracted to provide services. Central shall provide the Parties with copies of any requested studies or reports for the Reservoir Project. Central may also respond to any unsolicited inquiries Central receives from property owners in the Reservoir Project area. The Parties agree that if any property owners contact Central and are interested in negotiating for the sale of real estate, Central is authorized to engage in those discussions and negotiations. Provided, however, Central shall not expend funds from the

Project Accounts for the acquisition of real estate for the Reservoir Project without first receiving the written approval of NDNR and the Program. Upon receipt of the written approval of NDNR and the Program, Central may expend funds from the Project Accounts in order to acquire real estate for the Reservoir Project in accordance with: (1) the terms of the Water Service Agreement; and (2) the written approval of NDNR and the Program. In order to keep the other Parties apprised as to the status of activities undertaken hereunder, Central shall notify the other Parties within 30 days after receiving any such inquiries from property owners. In addition, Central may also engage in any other activities pursuant to the Water Service Agreement that the Parties agree to in writing. Central shall also continue to manage the funds in the Project Accounts in accordance with its financial management policies.

3. **Resumption of Services.** Central shall resume providing services (in addition to those agreed to in Section 2 and Exhibit A) under the Water Service Agreement upon receipt of a written notice from NDNR and the Foundation directing Central to proceed in accordance with the terms of the Water Service Agreement. Such written notice shall be provided to Central in accordance with the notice provisions of Section 12 of the Water Service Agreement.

4. **Status of Water Service Agreement.** Although Central has suspended its services, pursuant to the terms of this Amendment, the Parties shall continue to periodically meet and review the terms of the Water Service Agreement. In the event no new agreements relating to the Water Service Agreement are reached by the Parties by December 31, 2019, and if no notice has been provided to Central pursuant to Paragraph 3 above, the Water Service Agreement shall be terminated by all of the Parties pursuant to this Amendment, with no other notice required, and any Project Funds remaining in the Project Accounts shall be returned to the Parties in accordance with the terms of Section 4 of the Water Service Agreement. In addition,

the termination provisions of Section 4.3.3c of the Water Service Agreement shall continue to be available to any Party.

5. **Defined Terms.** All terms not otherwise defined herein shall have the meaning as set forth in the Water Service Agreement.

6. **Reconfirm Other Terms.** All other terms and conditions of the Water Service Agreement are hereby reconfirmed by the Parties, except to the extent they expressly conflict with the terms of this Amendment.

7. **Counterparts.** This Amendment may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

THE CENTRAL NEBRASKA
PUBLIC POWER AND
IRRIGATION DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

NEBRASKA DEPARTMENT OF NATURAL
RESOURCES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

NEBRASKA COMMUNITY
FOUNDATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

Table 1 – List of Tasks to Be Completed

No.	Description of Action	Approximate Due Date	Cost to Complete (\$)
1	File Phase I Cultural Resource Reports with the Federal Energy Regulatory Commission and with the Nebraska State Historic Preservation Office.	9/2/16	500.00
2	Collect internal team comments on the draft Phase II Cultural Resource Study Plan and place in file with draft plan. Do not submit the plan to stakeholders for review at this time. Following Project hiatus, consider the need to update the draft plan and submit to stakeholders (FERC, SHPO, OCTA, and Pawnee) for review and comment.	9/2/16	400.00
3	Collect internal team comments on the wetland and stream condition assessment reports.	8/31/16	2,500.00
4	Finalize reports of wetland and stream condition assessments (Benesch to perform).	9/30/16	3,500.00
5	Maintain final wetland/stream assessment reports in file. Do not submit the reports to USACE for review at this time. Wetland and stream condition assessments will likely need to be redone, or at least updated when Project resumes. Following Project hiatus and work to update the reports, submit to stakeholders (primarily USACE, but also consider Nebraska Game and Parks) for review and comment.	10/14/16	0
6	Prepare a draft letter to agencies notifying them of Project hiatus.	8/25/16	500.00
7	Receive Central comments on hiatus letter and finalize.	9/2/16	300.00
8	Send final hiatus letter to FERC and stakeholders.	9/20/16	200.00
9	Finalize Hydrology Report of the Unnamed Tributary. Place final copy in file for later use.	8/30/16	600.00
10	Submit draft memorandum presenting RJH's evaluation of AECOM's VE proposal to Central for review.	9/15/16	2,000.00
11	Finalize boring logs for all exploration boreholes. Compile laboratory test results and place organized logs and lab data into	9/26/16	1,500.00

	file for future.		
12	Share final boring logs with Jason Farnsworth (Program) and provide a brief cover memorandum.	9/30/16	400.00
13	Complete report of evaluation of the Unnamed Tributary Structure.	9/30/16	3,000.00
14	Prepare paper, electronic, and web-based file for hiatus. Review, clean, and organize for Project hiatus.	10/21/16	800.00
15	Relocate project soil samples to Nebraska storage site.	12/1/2016	4,000.00

Table 2 – List of Recurring Tasks to Be Maintained

No.	Description of Action	Estimated Cost (\$)
1	Maintain Project website (used for internal team coordination and filing).	200 ¹
2	Continued reading and maintenance of groundwater data	300 ¹
3	Project quarterly reports (remainder of 2016)	700 ²
4	Annual financial reports	200 ²
5	Project acquired property maintenance	600 ²

Note:

1. Monthly cost includes consultant time and direct costs to perform the action and bills may be provided less frequently than monthly.
2. Annual cost includes consultant time and direct costs to perform the action and bills may be provided less frequently than monthly.

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