

AMENDMENT NO. 2 TO WATER SERVICE AGREEMENT

This Amendment No. 2 to Water Service Agreement (“Amendment No. 2”) 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 (acting as the contracting agent of the Governance Committee of the Platte River Recovery Implementation Program ~~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. Through an ~~and~~ amendment signed between the dates of November 17 and November 23, 2016 (Amendment No. 1), 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 Amendment No. 1 and 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. **Current Activities.** Central will maintain acquired properties at an estimated cost of \$600 per year. This \$600 per year is an estimate and actual costs could be higher or lower. Central shall also continue to manage the funds in the Project Accounts in accordance with its financial management policies. All other activities described in Section 2 and Exhibit A of Amendment No. 1 are discontinued.

2. **Status of Water Service Agreement.** The date by which the Water Service Agreement will be terminated as specified in Section 4 of Amendment No. 1 is extended to December 31, 2022.

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

4. **Reconfirm Other Terms.** All other terms and conditions of the Water Service Agreement and Amendment No. 1 are hereby reconfirmed by the Parties, except to the extent they expressly conflict with the terms of this Amendment No. 2.

5. **Counterparts.** This Amendment No. 2 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: _____