

LICENSE

AGREEMENT

AMONG

LINCOLN WATER SYSTEM

(TELECOMMUNICATIONS PROVIDER)

AND

OMAHA PUBLIC POWER DISTRICT

(DISTRICT)

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LICENSE AGREEMENT

THIS AGREEMENT, made this 2nd day of OCTOBER, 2012, between Omaha Public Power District, a public corporation organized and existing under the laws of the State of Nebraska, having its principal office in the City of Omaha, Nebraska, hereinafter called Licensor, and LINCOLN WATER SYSTEM, hereinafter called Licensee.

W I T N E S S E T H:

WHEREAS, Licensee proposes to furnish communications services in (general description of area),

SAUNDERS COUNTY NEBRASKA

Shown on the map attached hereto as Exhibit A and made a part hereof.

WHEREAS, Licensee will need to place and maintain aerial and underground cables, equipment and facilities within the area described above and desires to place such cables, equipment and facilities on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements, or the use of its facilities by others.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement:

- (a) Licensor's "poles" mean poles owned by Licensor.
- (b) "Attachments" means messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's communications system.

ARTICLE II
SCOPE OF AGREEMENT

(a) Subject to the provisions of this Agreement, including the proper execution of APPENDIX 1 and 2, the Licensor will issue to Licensee for any lawful communications purpose revocable, nonexclusive licenses authorizing the attachment of Licensee's cables, equipment and facilities to Licensor's poles within the areas shown on Exhibit A attached hereto.

(b) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(c) It is recognized by the Licensee that the Licensor has heretofore entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the poles covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements and arrangements. The license herein granted to Licensee shall not limit, restrict or prohibit Licensor from granting additional licenses or other rights to other licensees and third parties, which do not otherwise interfere with the rights granted to Licensee herein, except as provided in this License Agreement. Licensor reserves the right to deny access to its poles on a non-discriminatory basis where there is insufficient capacity and for reasons of safety, reliability and generally applicable engineering purposes.

ARTICLE III
FEES AND CHARGES

(a) The Licensee shall pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX 1, attached hereto and made a part hereof.

(b) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(c) The bond requirement has been waived.

(d) At the expiration of one (1) year from the date of this Agreement, and at the end of every one (1) year period thereafter, the fees and charges specified in APPENDIX 1 may be adjusted at the request of either Licensor or Licensee after notice made in writing to other party not later than sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. If agreement is not reached as to fees and charges within sixty (60) days after notification of the desire of either party to adjust fees and charges, either party may thereafter terminate this Agreement, which termination shall be effective upon six (6) months' written notice to the other party.

(e) Changes or amendments to APPENDIX 1 shall be affected by the separate execution of APPENDIX 1 as so modified. The separately executed APPENDIX 1 shall become a part of and be governed by the terms and conditions of this Agreement.

ARTICLE IV
SPECIFICATIONS

(a) Licensee's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of APPENDIX 2 attached hereto and made a part hereof. Unless different standards are specified herein, the provisions of the National Electrical Code (1999 edition) and the National Electrical Safety Code (1997 edition), and any amendments thereto or replacements thereof, shall be applicable.

(b) Changes or amendments to APPENDIX 2 shall be effected by the separate execution of APPENDIX 2 as so modified. The separately executed APPENDIX 2 shall become a part of and be governed by the terms and conditions of this Agreement. Licensor shall have the right at any time to require changes and amendments to APPENDIX 2.

ARTICLE V

LEGAL AUTHORITY

(a) Licensee shall submit to Licensor evidence of Licensee's lawful authority to place, maintain and operate its facilities within public streets, highways, and other thoroughfares and shall secure any necessary permits and consents from Federal, State, County and Municipal authorities and from the owners of property to construct, maintain and operate facilities at the locations of poles of Licensor which it uses.

(b) The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties hereto under the Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(a) Before Licensee shall have a right to attach to any pole of Licensor, Licensee shall make application for and receive a revocable, nonexclusive license therefor in the form of Exhibit B, hereto attached and made a part hereof.

(b) Licensor shall have the right at any time to issue rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

(c) Each application submitted by Licensee shall be accompanied by an Application Fee payable to the Licensor in accordance with the schedule of fees and charges set forth in APPENDIX 1

(d) Any license granted hereunder for attachment to Licensor's poles shall terminate without further notice to Licensee as to individual poles covered by the license to which Licensee has not

attached within 60 days from the date that Licensor has notified Licensee that such poles are available for attachment to the operating facilities of Licensee.

ARTICLE VII

POLE REPLACEMENT AND REARRANGEMENTS

(a) Licensor reserves the right to refuse to grant a license for the attachment to its poles when Licensor determines in its sole opinion that the space on such pole is required for its exclusive use. If any other licensee or joint user of the poles shall, in connection with its own business or service requirements, need to construct, install or attach additional facilities in, on or with respect to the OPPD poles, in such a manner as to require rearrangement of the existing facilities of Licensee, then Licensee will be required to (i) rearrange or relocate such portion of its facilities to a location designated by Licensor which is reasonably acceptable for such purpose; or (ii) rearrange or relocate such portion of its facilities to another part of the Licensor's poles designated by OPPD and reasonably acceptable to Licensee for such purpose. The cost of any such rearrangement or relocation shall be paid by the other licensees or joint users, except as otherwise required by law or by prior agreement between such other licensees or joint users and Licensor.

(b) In the event Licensor determines that any pole of Licensor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2, Licensor will indicate on the application (Exhibit B) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and returns the applications marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Licensee shall

not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for the rearrangement of facilities on Licensor's poles by reason of the use by Licensor or other authorized user of any of the pole space so made available.

(c) Should Licensor need for its own service requirements the space occupied by Licensee's attachments on any of the Licensor's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the poles at the expense of Licensee, in the same manner as stated in the preceding Paragraph (b) covering the replacement or rearrangements of poles when required to accommodate Licensee's attachments or if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such rearrangements. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

(d) When multiple applications, including application of Licensee, are received by the Licensor with respect to any pole which must be replaced or rearranged to provide additional space prior to commencement of the work on that pole, subject to any existing agreements, Licensor will endeavor to prorate between Licensee and the other applicants for pole space, to the extent that it is practical to do so and collect, the common expenses of engineering, rearrangement and replacement, if any, which will result from the processing of multiple applications. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

(e) Whenever it is necessary for Licensor to make pole replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to have performed such work after issuance of the license to, and acceptance of responsibility for costs by, Licensee in the form of Exhibit B, as soon as is practicable upon consideration of Licensor's service requirements.

(f) Licensee shall provide all anchors and guying necessary for its facilities. If the presence of the Licensee's facilities on the Licensor's poles make it necessary for the Licensor to modify its existing guying or add new guying to its poles then the cost of such modifications or additions shall be reimbursed by the Licensee.

ARTICLE VIII

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(a) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner acceptable to Licensor, and so not to conflict with the use of said poles by Licensor or by other authorized users of said poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Licensee shall, at its own expense, upon fifteen (15) days' notice from Licensor, relocate or replace its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in case of emergency, Licensor may arrange to relocate or replace the attachments placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or of the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred. Attachments of Licensee to poles of Licensor as mentioned herein shall be understood to include attachments of Licensee in space reserved for Licensor, or space which Licensor has the right to use.

(b) All tree trimming required on account of Licensee's equipment shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor and any other joint users. Provided, the parties may agree that Licensor shall conduct tree trimming and be reimbursed by Licensee.

ARTICLE IX

TERMINATION OF LICENSES

(a) Upon notice from Licensor to Licensee that the use of any poles is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such poles shall immediately terminate and shall be surrendered and Licensee shall remove its cables, equipment and facilities at once from the affected pole or poles at Licensee's expense.

(b) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of license in the form of Exhibit C hereto attached and made a part hereof. If Licensee surrenders its license but fails to remove its facilities from Licensor's poles within thirty (30) days of receipt of written notice, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's cables, equipment and facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE X

INSPECTIONS OF LICENSEE'S INSTALLATIONS

(a) Licensor reserves the right to make periodic inspections, with or without notice, of any part of the cable, equipment and facilities of Licensee on its poles and in the vicinity of such cable, equipment and facilities; and Licensee shall reimburse Licensor for the expense of such inspections. OPPD will use reasonable efforts to conduct joint inspections of facilities on its poles, and to allocate the costs of such joint inspections among all users of the poles. Inspections will not be made more often than once a year unless, in Licensor's judgement, additional inspections are required for reasons involving safety or are required because of violation of terms of this Agreement by Licensee. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement or required by applicable law.

(b) If any cable, equipment and facilities of Licensee shall be found on a pole for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claim, damages, or other relief, under this Agreement or applicable law. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use, and if any license in the form of Exhibit B should subsequently be issued, after application and payment of the application fee therefore, said license shall not operate retroactively or constitute

a waiver by Licensor of any of its rights or privileges under this Agreement or applicable law.

ARTICLE XI

LIABILITY AND DAMAGES

(a) Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee except for the willful negligence or gross misconduct of Licensor for any interruption of service to Licensee or for interference with the operation of the cables, equipment and facilities of Licensee arising in any other manner out of the use of Licensor's poles.

(b) Licensee shall exercise special precautions to avoid damaging the cables, wires, equipment and facilities of Licensor and of others occupying Licensor's poles, and Licensee hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to Licensor of the occurrence of any such damage and hereby agrees to reimburse the respective owners for the expense incurred in making repairs.

(c) Licensee assumes all liability for and shall indemnify, defend, protect and save Licensor harmless from and against any and all claims, demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney's fees, of whatsoever kind or character arising out of any act or omission in the conduct of Licensee's business or any claimed act or omission in the conduct of such business or for interruption of, damage to, or interference with Licensee's telecommunications services to its customers from any and all causes whatsoever, or for damage to or loss of any property whatsoever and injury to or death of any person or persons whomsoever, including but not limited to employees, agents, contractors, and customers of Licensee or Licensor, which may in any manner arise out of or be caused by the installation, operation, maintenance, presence, use, rearrangement or removal of Licensee's attachments or by the proximity of the respective cables, wires, equipment, apparatus and appliances of Licensee or Licensor, or by reason of any negligence of Licensee on or in the vicinity of Licensor's poles.

(d) Licensee shall also indemnify, protect and save harmless Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with Licensor's poles.

(e) Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, cost, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. All insurance required shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by Licensor and Licensor shall be named as additional insured in each of its policies Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or reduce any limits of insurance requirements set forth in this Agreement issued to Licensee except after thirty (30) days' notice to Licensor. Licensee shall carry the following insurance in the amounts indicated:

(1) Worker's Compensation Insurance to comply with the Worker's Compensation and occupational disease laws of the State of Nebraska of similar laws of any other State asserting jurisdiction over employees of the Licensee.

(2) Employer's Liability Insurance with a minimum limit of \$500,000 per accident.

(3) Comprehensive General Public Liability Insurance to protect the Licensee against claims for personal injury or property damage resulting from operations under this agreement. This insurance shall include the following specific

extensions of coverage under the comprehensive general policy form or equivalent:

1. Contractual Liability to include indemnification of the District by the Licensee.
2. Contractors Protective Liability to protect the Licensee against claims resulting from operations of its subcontractors.
3. Products and/or Completed Operations Liability
4. Broad Form Property Damage Liability

The minimum limits of liability for the above insurance shall be:

Bodily Injury and Property Damage - Evidence underlying limits of \$1,000,000 per person per occurrence with umbrella excess limits of \$5,000,000 per occurrence.

(4) Automobile Public Liability Insurance the Licensee shall carry public liability insurance to protect against claims for bodily injury or property damage resulting from the use of all owned, hired, or non-owned motor vehicles while performing Work under the Contract. The minimum limits of liability for the insurance shall be:

Bodily Injury and Property Damage - Evidence underlying limits of \$1,000,000 per person per occurrence with umbrella excess limits of \$5,000,000 per occurrence.

The District reserves the right to change the amount of insurance to be carried by the Licensee with respect to operations under this agreement.

(f) Licensee shall not permit anyone to work on Licensee's facilities which may be in the vicinity of Licensor facilities who is not aware of the dangerous nature of electricity or who is not qualified to work in the vicinity of electric facilities. Licensee shall provide workers with adequate equipment and training for working in the vicinity of electric facilities and shall provide adequate supervision of such workers so as to avoid accidental contact with hazardous electric facilities.

ARTICLE XII

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

ARTICLE XIII

ASSIGNMENT OF RIGHTS

(a) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Licensee shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this agreement, in whole or in part, to any entity controlled by, controlling or under common control of Licensee, or any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of assets of Licensee.

(b) Subject to the provisions of Paragraph (a) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XIV

WAIVER OF TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

ARTICLE XV

TERMINATION OF AGREEMENT

(a) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred.

(b) The Licensor shall have the right to terminate this entire Agreement, or individual licenses granted hereunder, without notice:

(1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or

(2) If any permit or other authorization which may be required by any governmental authority or by property owners for the operation or maintenance of Licensee's cables, equipment and facilities on Licensor's poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition or continued operations; or

(3) If Licensee defaults under ARTICLE IV.

(c) The Licensor shall have the right to terminate this entire Agreement, or individual licenses granted hereunder, upon written notice:

(1) If, in Licensor's sole judgement, its service needs require full utilization of such poles; or

(2) If changes in the physical facilities, space or location requirements, or service requirements of Licensor, render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VI.

(d) If the insurance carrier shall at any time notify Licensor that the policy or policies of insurance, as provided under ARTICLE XI hereof, will be canceled or materially changed so that the requirements of ARTICLE XI will no longer be satisfied, then this Agreement shall cease and terminated upon the effective date of such notification.

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall become effective upon its execution and if not terminated in accordance with the provisions of this Agreement shall continue in effect for a term of not less than ten (10) years. Either party may terminate this Agreement at the end of the said term by giving to the other party written notice of an intention to terminate the Agreement at least six (6) months prior to the end of the said term: but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions for a further terms of ten (10) years, and for one (1) year periods thereafter, until terminated by either party at the end of any current term by giving to the other party written notice of an intention so to terminate the Agreement at least six (6) months prior to the end of such term. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately remove its cables, equipment and facilities from all poles of Licensor. If not so removed, Licensor shall have the right to remove Licensee's cable, equipment and facilities at the cost and expense of Licensee and without any liability therefor.

ARTICLE XVII

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

(Name)	LINCOLN WATER SYSTEM
(Address)	2021 N. 27th Street
(City, State and Zip)	Lincoln, NE 68503

and to the Licensor as follows:

(Title)	Lead Utilities Coordinator
(Company)	Omaha Public Power District
(Address)	444 South 16 th Street Mall, 2E/EP2
(City, State and Zip)	Omaha, Nebraska 68102-2247

ARTICLE XVIII

This Agreement supersedes all previous agreements, whether written or oral, between Licensee and Licensor for placement and maintenance of aerial cables, equipment and facilities by Licensee within the area described above and shown by Exhibit A; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

This Agreement shall be governed by and interpreted in accordance with the law of the State of Nebraska, without regard to its conflicts of laws principles. The parties may bring a civil action for a claim arising under or related to this Agreement, or performance hereunder, only the United States District Court for the District of Nebraska or a state district court of competent jurisdiction and proper venue in the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

WITNESS (ATTEST)

OMAHA PUBLIC POWER DISTRICT

Sandra L. Voss

By [Signature]

Title SUPERVISOR. OPFD

WITNESS (ATTEST)

LINCOLN WATER SYSTEM

By _____

Title _____

Exhibit A

(insert map of area to be
served by Licensee)

1/27/12

LINCOLN WATER SYSTEM (2012)
 WELLFIELD FIBER OPTICS
 PROJECT NO. 701292
 EXECUTIVE ORDER NO. 85002

OLSSON ASSOCIATES		PROJECT NO. SHEET NO.	
CITY OF LINCOLN		70222	
PROJECT NO. 012-700		DATE: 8/17/2012	
CITY OF LINCOLN		DRAWN BY: SMC	
CITY ENGINEER		APPROVED BY: SMC	

SHT. NO.	SHEET INDEX
1	COVER SHEET
2	GENERAL NOTES / QUANTITIES
3 - 5	DETAILS
6	FIBER LAYOUT
7 - 53	FIBER PLAN
501 - 59	SLICE DRAWING



PRIOR TO CONSTRUCTION:

CALL 1-800-361-5888 OR 402-462-3888 FOR LOCATION OF UNDERGROUND UTILITIES, ELECTRIC, GAS MAINS, CABLE TELEVISION AND CITY OF LINCOLN UTILITIES.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE VERIFIED THROUGH THE PROPOSED PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EACH EXISTING UTILITY BEFORE ANY DURING ACTUAL CONSTRUCTION.

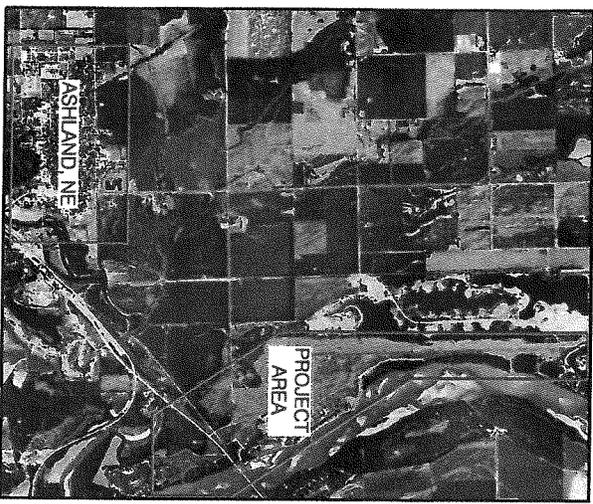
PROJECT CONTACTS

LINCOLN WATER SYSTEM
 2621 N. 27TH ST.
 LINCOLN, NE 68504
 ATTN: PAUL VANWERT...402-323-5878

UNITE
 3880 VERMAY PLACE
 LINCOLN, NE 68502
 ATTN: JOE MELVIN...402-917-4787

ORND
 444 S. 9TH ST. MAIL
 LINCOLN, NE 68502
 ATTN: BRANT SWAGER...402-658-3188

NEBRASKA JUVENILE NATIONAL GUARD
 2500 S. 16TH ST.
 ASHLAND, NE 68002
 ATTN: SSG DAVID NAVARRO...402-308-7805



AUTHORIZED FOR CONSTRUCTION

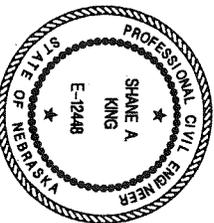
CITY ENGINEER'S OFFICE _____ DATE _____



COVER

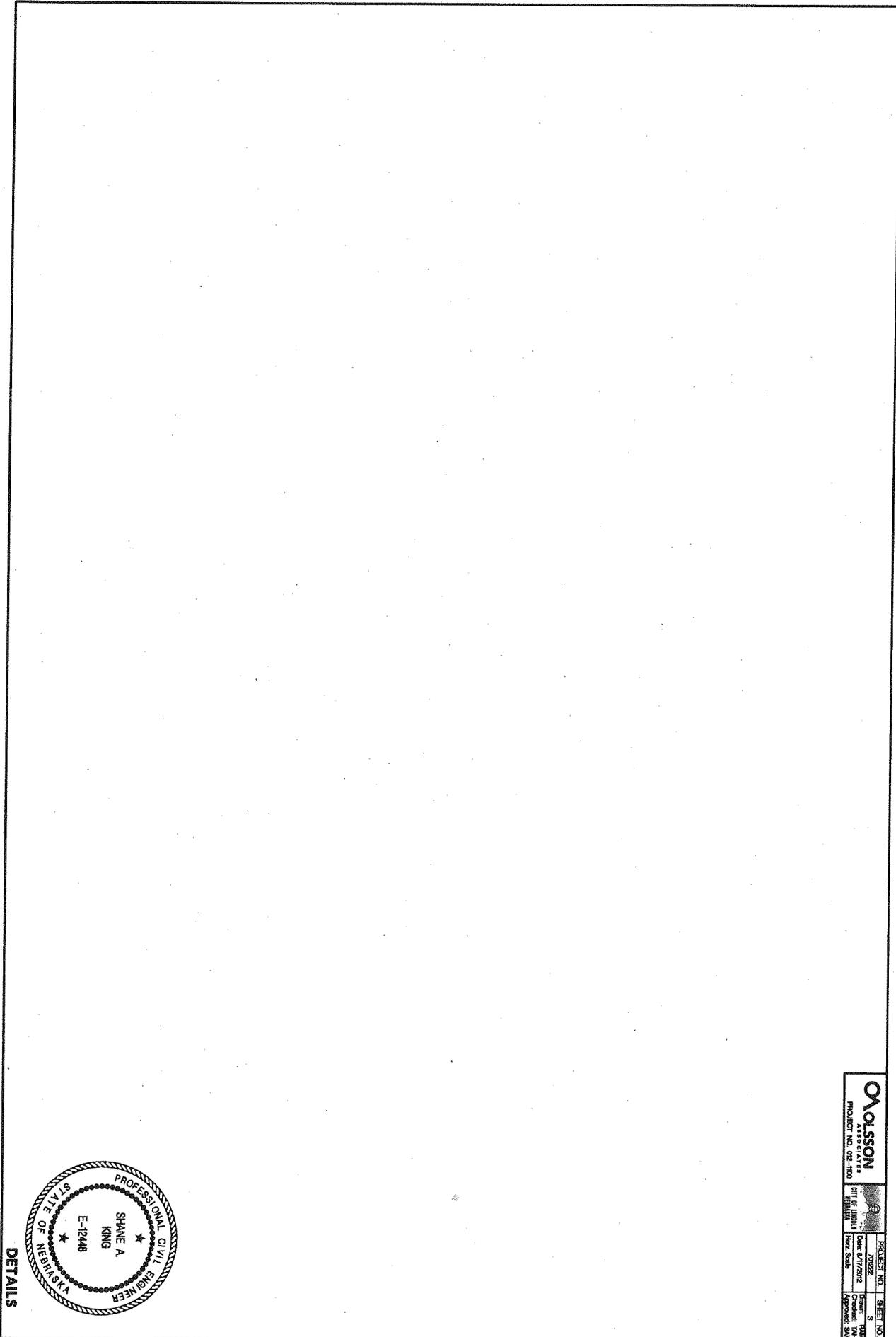
GENERAL NOTES

DESIGN LEGEND	
	EXISTING POLE
	DOWN GUY
	AERIAL FIBER
	BONDED CONDUIT
	TRENCHED CONDUIT

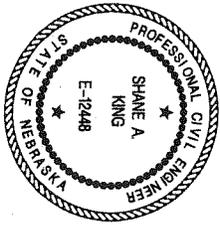


GENERAL NOTES / QUANTITIES

OLSSON ASSOCIATES	PROJECT NO.	SHEET NO.
	10322	2
CITY OF LINCOLN	DATE: 6/17/2022	SCALE: 1"=10'
1422 South HARVEY	DESIGNED BY: JMK	CHECKED BY: JMK
	APPROVED BY: JMK	



OLSSON ASSOCIATES	PROJECT NO.	70222	SHEET NO.
	PROJECT NO. 02-1100	DATE: 8/17/2016	3
CITY OF LINCOLN ENGINEER	Client:	TRAK	
	Project:	TRAK	
	Drawn:	SKK	
	Checked:	SKK	
	Approved:	SKK	



DETAILS

OLSSON ENGINEERS	
PROJECT NO. 1212-1212	
CITY OF ILLINOIS STATE OF ILLINOIS	
PROJECT NO.	SHEET NO.
DATE	DATE
BY	BY
CHECKED	CHECKED
APPROVED	APPROVED



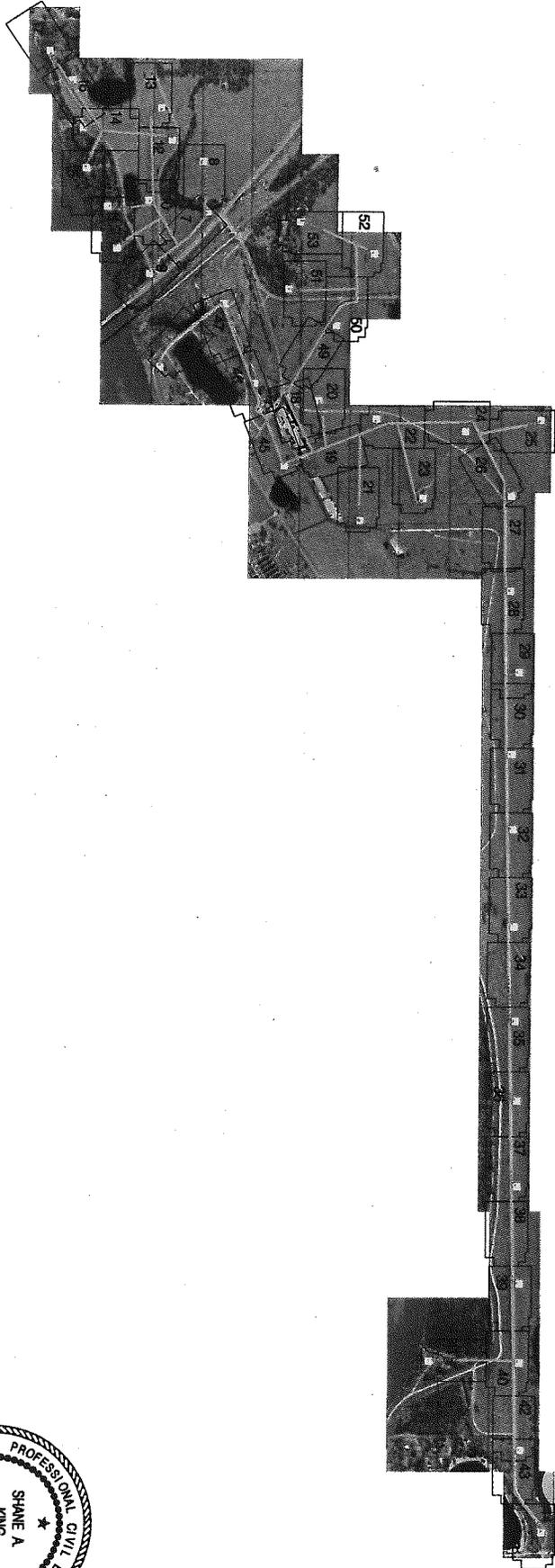
DETAILS



DETAILS

OLSSON ASSOCIATES	PROJECT NO.	04-100-780	SHEET NO.	6
	CITY & COUNTY	IRWIN	DRAWN BY	SK/2012
	DATE	8/17/2012	CHECKED BY	TAM
	SCALE	AS SHOWN	APPROVED BY	SK

PROFESSIONAL ENGINEERING
STATE OF NEBRASKA
1872



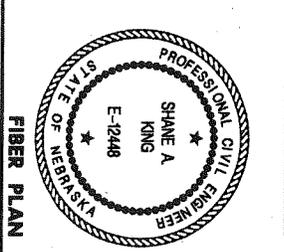
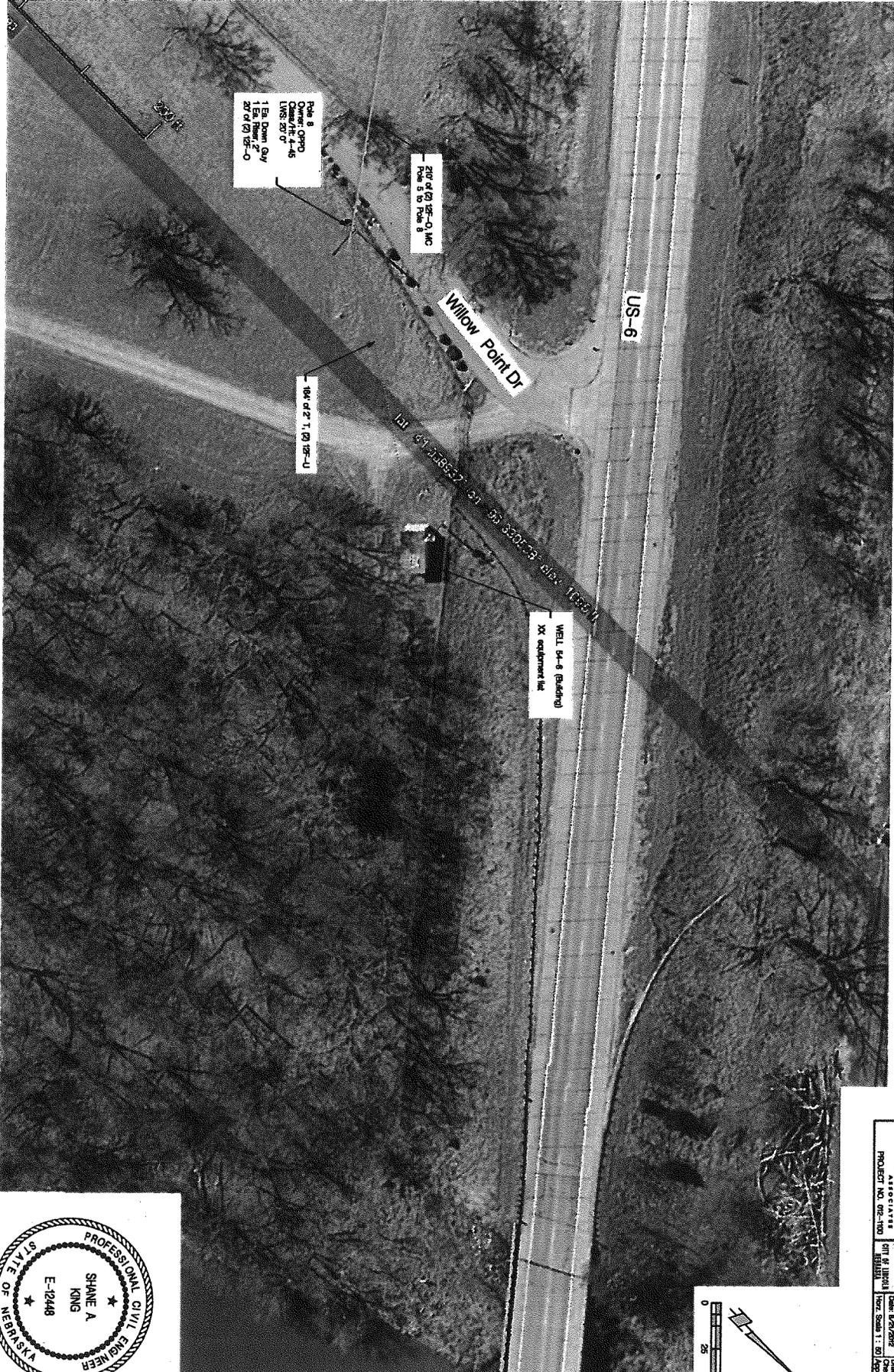
LAYOUT LEGEND	
	WELL
X-X	WELL #
(B)	BUILDING
(M)	MOUND
(P)	PLATFORM

OLSSON
ASSOCIATES
PROJECT NO. 08-180

PROJECT NO.	08-180	SHEET NO.	1
CITY OF LINCOLN	DATE: 02/20/08	DESIGNED BY	THAT
1425 S. 14TH ST., SUITE 100	1425 S. 14TH ST., SUITE 100	CHECKED BY	THAT
		APPROVED BY	THAT



FIBER LAYOUT

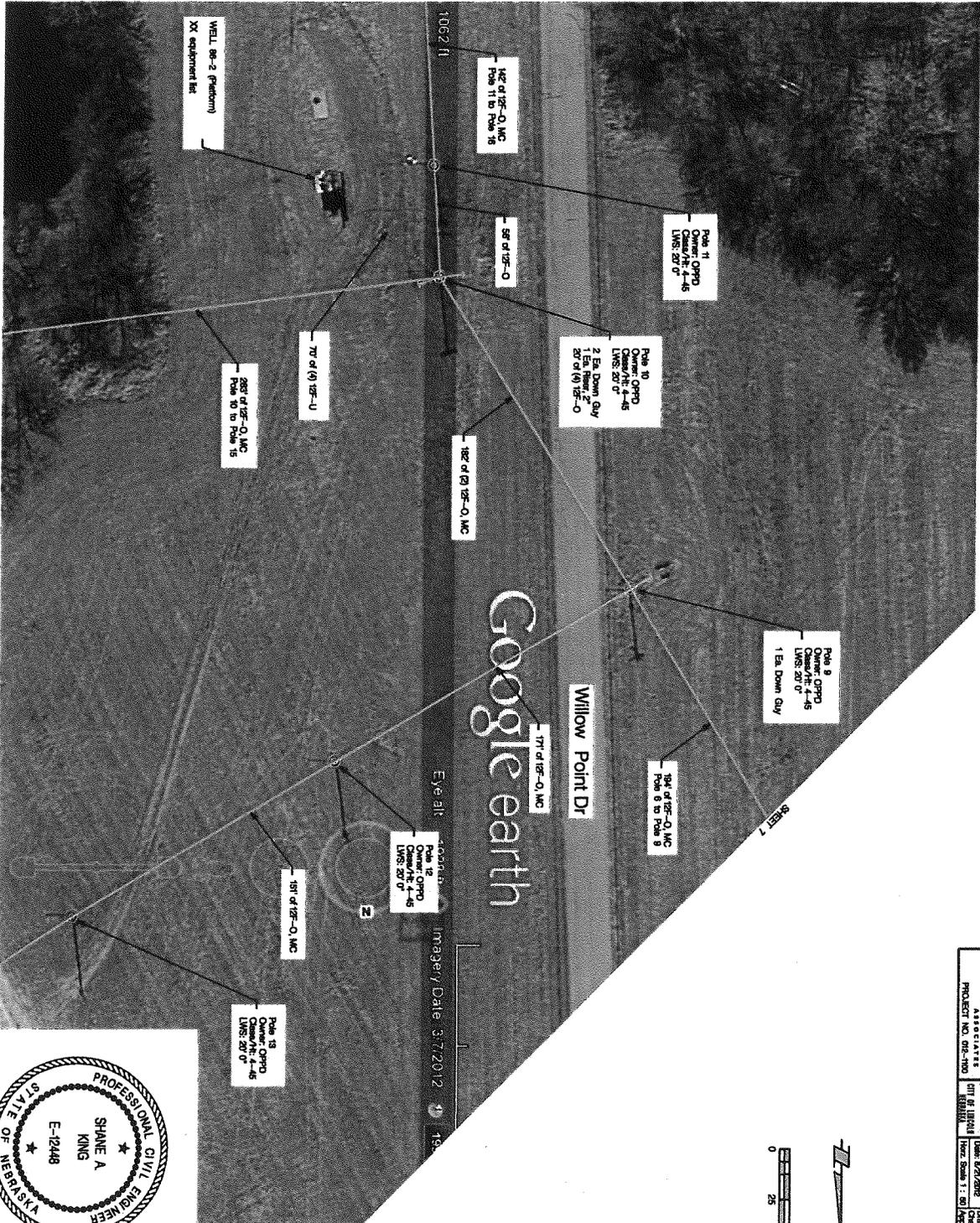


FIBER PLAN

OLSSON
CONSULTANTS
CITY OF LINCOLN
PROJECT NO. 05-100

PROJECT NO.	05-100	SHEET NO.	7
DATE	10/20/05	DRAWN BY	AL
CHECKED BY	RSM	DATE	10/20/05
SCALE	AS SHOWN	PROJECT	05-100

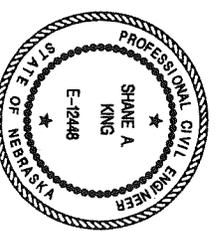
SHEET 12



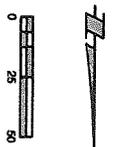
SHEET 11

SHEET 11

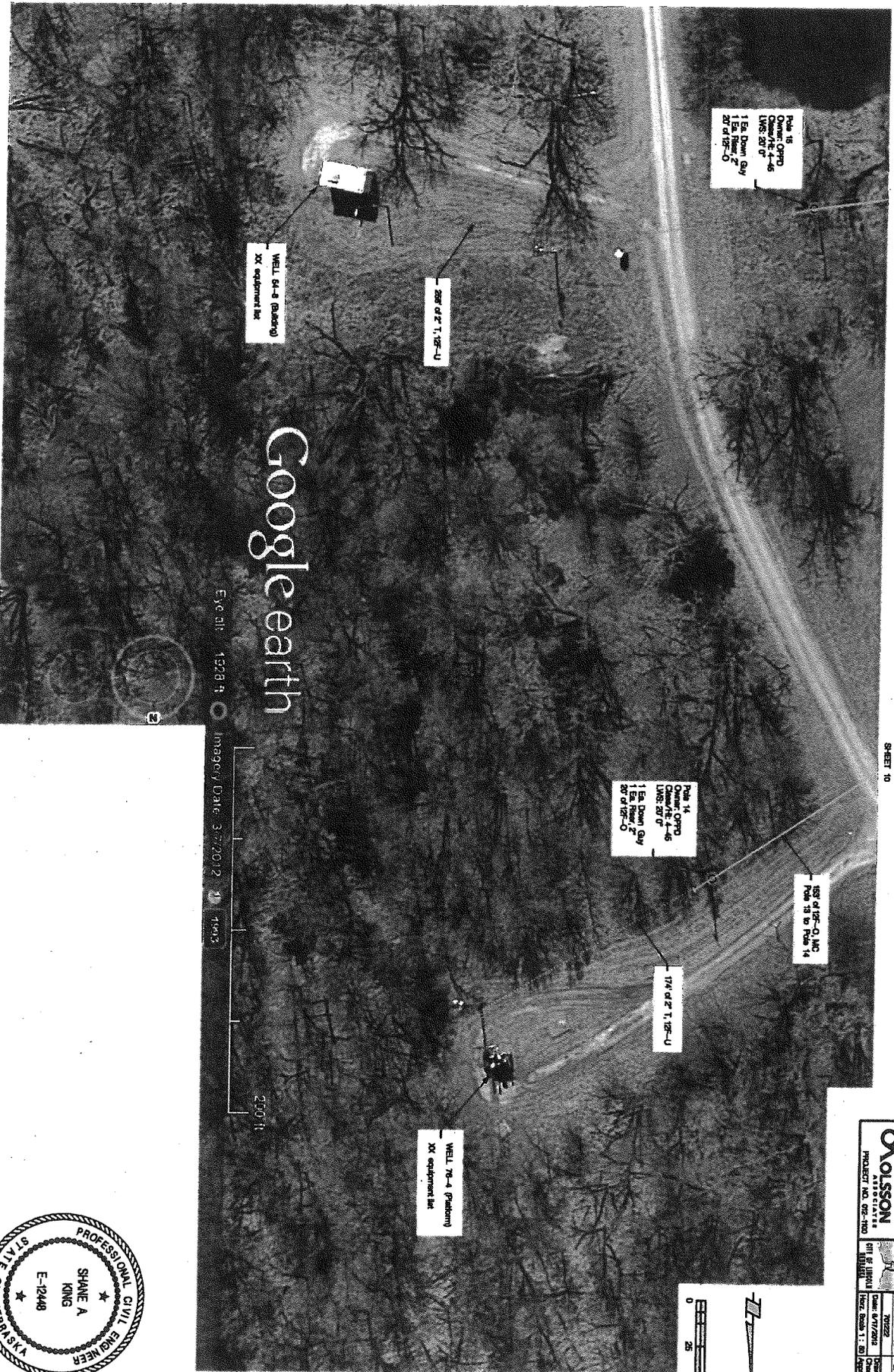
FIBER PLAN



MOJLSSON		PROJECT NO. 11-100	SHEET NO. 12
CITY OF LINCOLN		DATE: 11/28/12	SCALE: 1" = 50'
PROJECT NO. 11-100		DATE: 11/28/12	SCALE: 1" = 50'
CITY OF LINCOLN		DATE: 11/28/12	SCALE: 1" = 50'



PROJECT NO. 012-700
 SHEET NO. 11
 DATE 8/17/2012



SHEET 10

SHEET 10

Pole 15
 Owner: OPRD
 LWS: 20' 0"
 1 Ea. Down Guy
 SPT of 125-0

Pole 14
 Owner: OPRD
 LWS: 20' 0"
 1 Ea. Down Guy
 SPT of 125-0

WELL 6-4 (Poletop)
 XX equipment box

200' d x 1.125-4

SPT of 125-0, INC
 Pole 13 to Pole 14

174' d x 1.125-4

WELL 7-4 (Poletop)
 XX equipment box

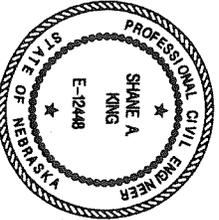
200' ft

Google earth

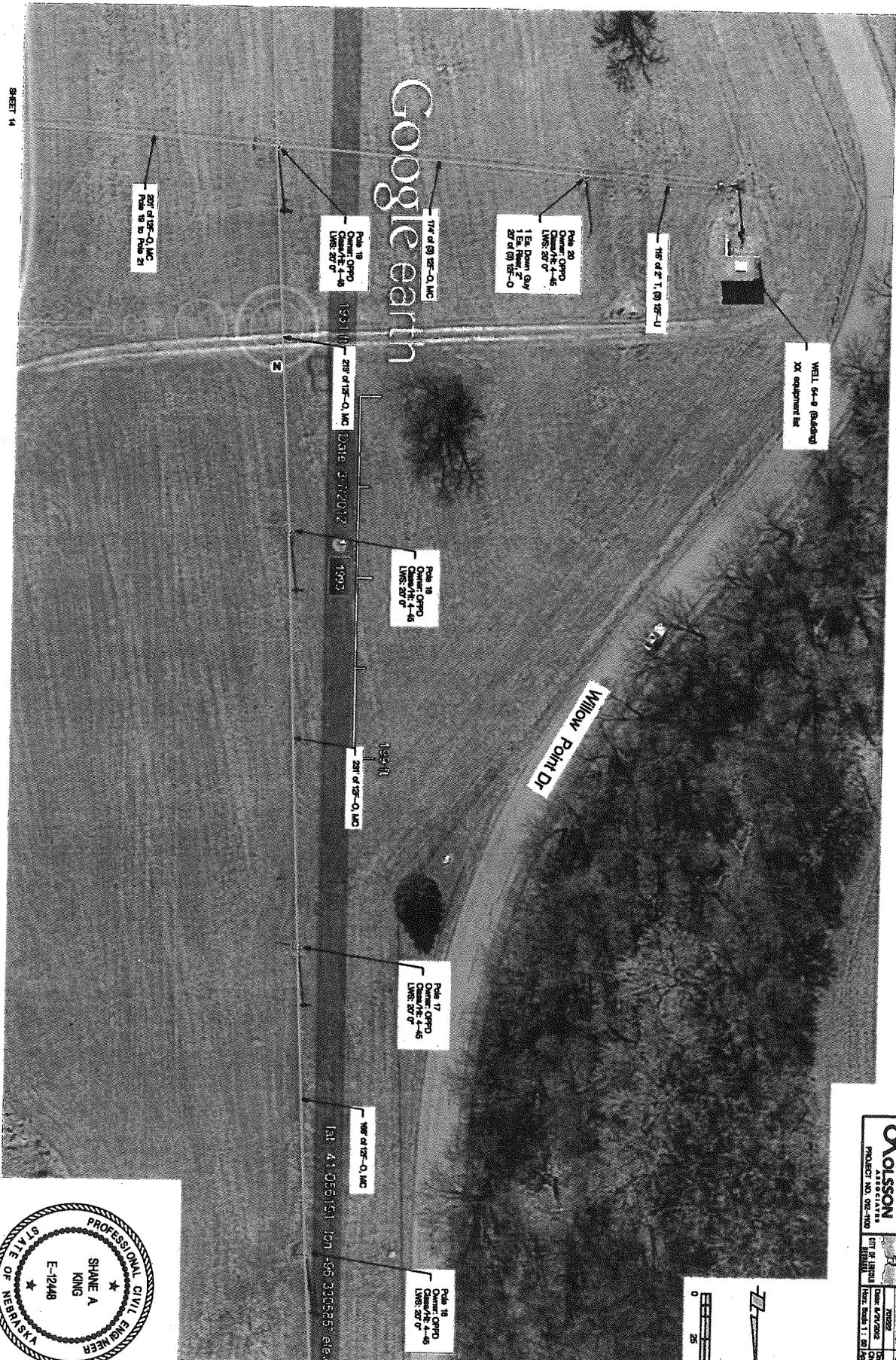
Eye alt: 1528 ft
 Imagey Date: 3/7/2012

OLSSON ASSOCIATES
 PROJECT NO. 012-700

PROJECT NO.	012-700	SHEET NO.	11
DATE	8/17/2012	DRAWN BY	MMH
PROJECT	High Speed 1:20	APPROVED BY	SAK



FIBER PLAN



WELL 64-8 (Building)
XX equipment box

Pole 20
Owner: OPRD
Class: 4-46
LWS: 20' 0"

116' of 2" T.89 155-U

174' of 8" 155-Q MC

Pole 19
Owner: OPRD
Class: 4-46
LWS: 20' 0"

201' of 155-Q MC
Pole 18 to Pole 21

1531 111 - 219' of 155-Q MC Date: 3/1/2012

Pole 18
Owner: OPRD
Class: 4-46
LWS: 20' 0"

Willow Point Dr.

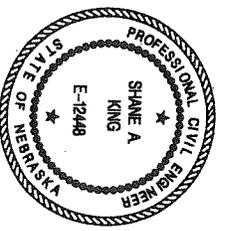
201' of 155-Q MC

Pole 17
Owner: OPRD
Class: 4-46
LWS: 20' 0"

185' of 155-Q MC

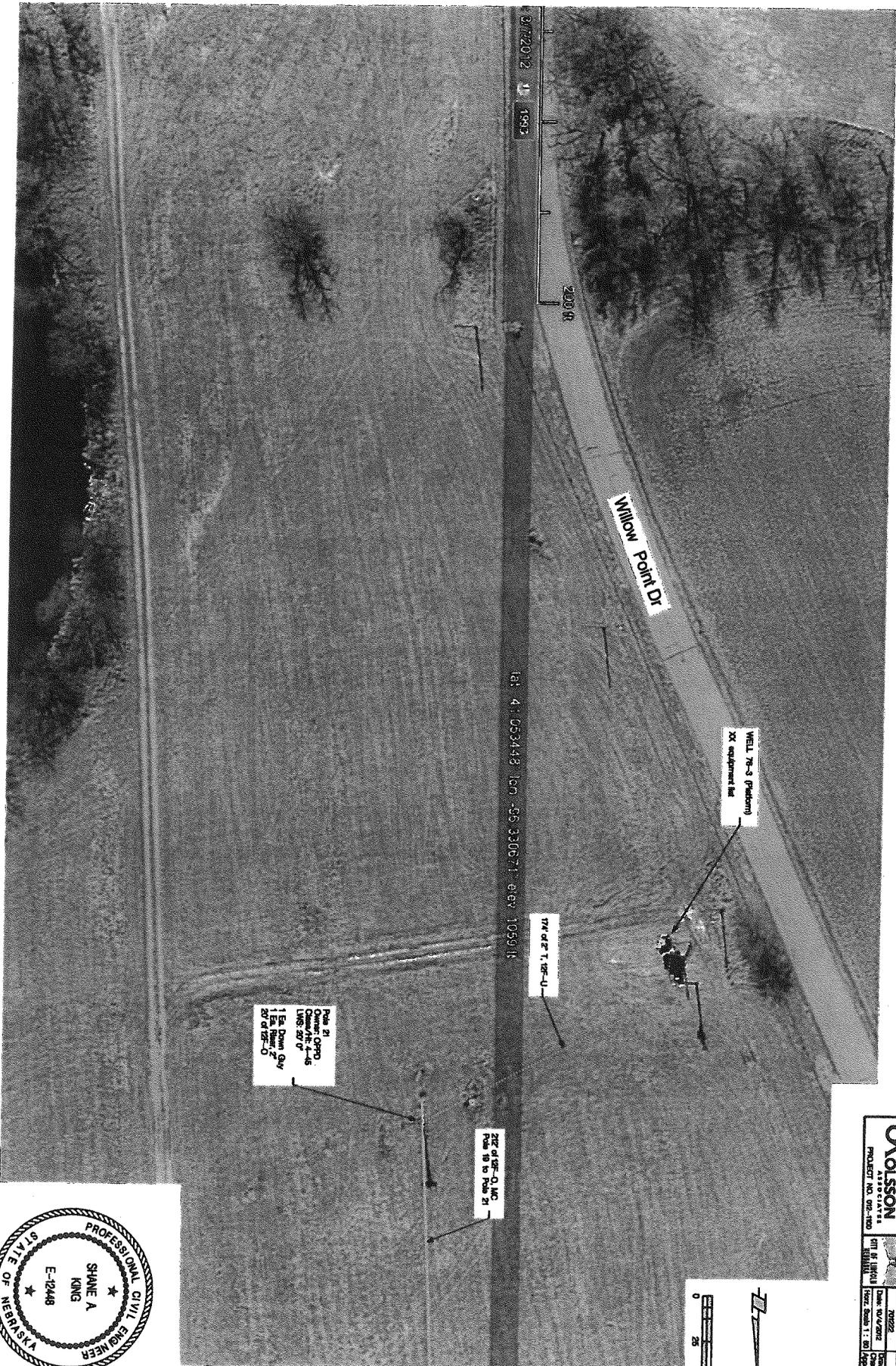
Pole 16
Owner: OPRD
Class: 4-46
LWS: 20' 0"

131 41 055151 127 -65 335255 elec

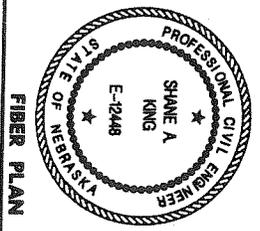


FIBER PLAN

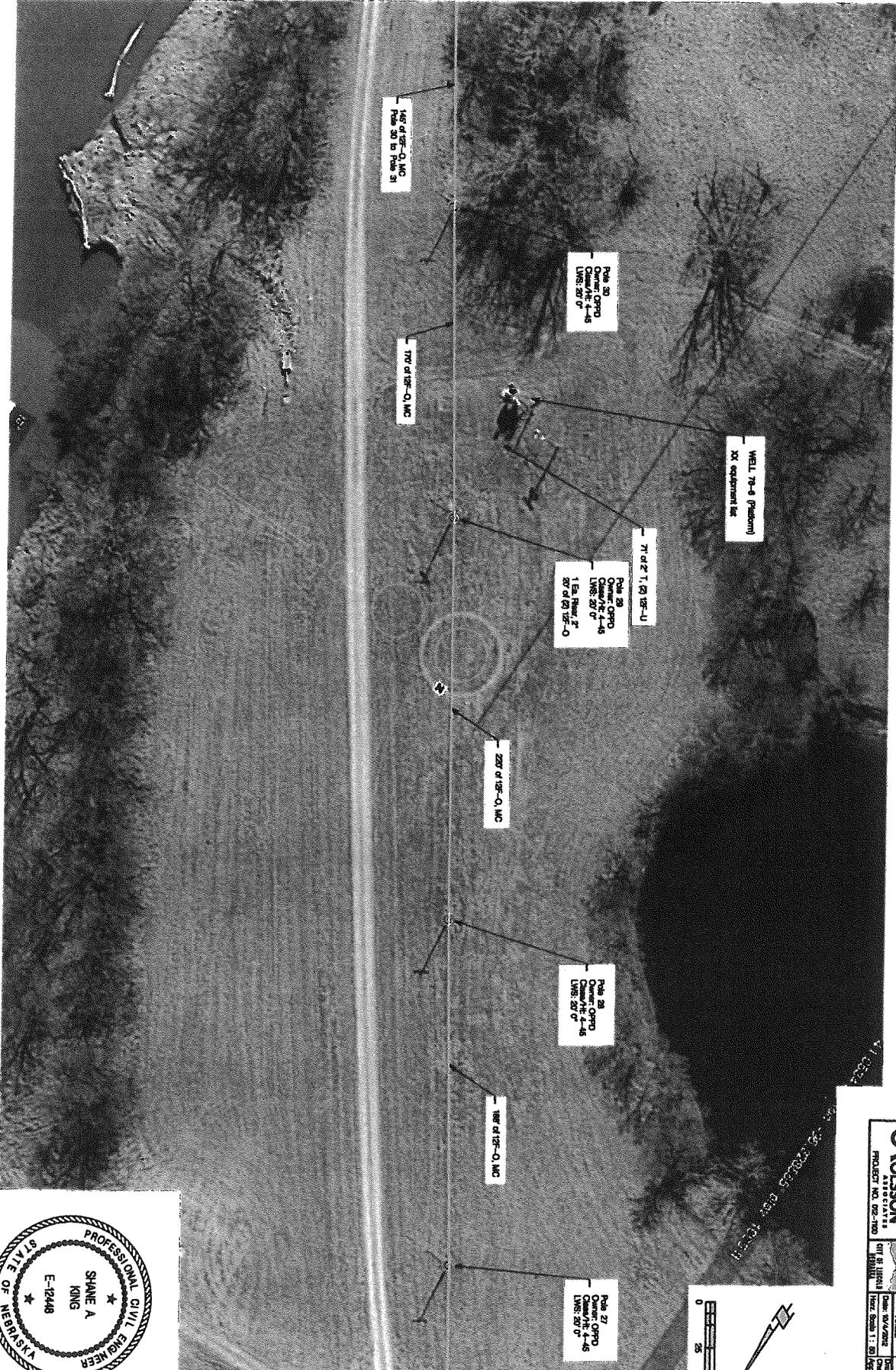
OLSSON ASSOCIATES		PROJECT NO. 2012-01-001	SHEET NO. 13
CITY OF IRRWELL		DATE: 2/20/2012	SCALE: 1" = 50'
PROJECT NO. 2012-01-001		DATE: 2/20/2012	SCALE: 1" = 50'
CITY OF IRRWELL		DATE: 2/20/2012	SCALE: 1" = 50'



MOLLISSON		PROJECT NO. 12222	SHEET NO. 9
ASSOCIATES		DATE 10/4/2012	ISSUED FOR CONSTRUCTION
CITY & LIQUOR		CHANGED BY	APPROVED BY
BRUNN		DATE 11/20	APPROVED BY

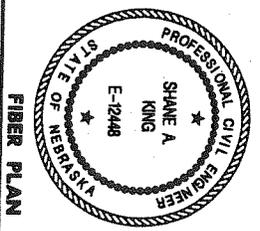
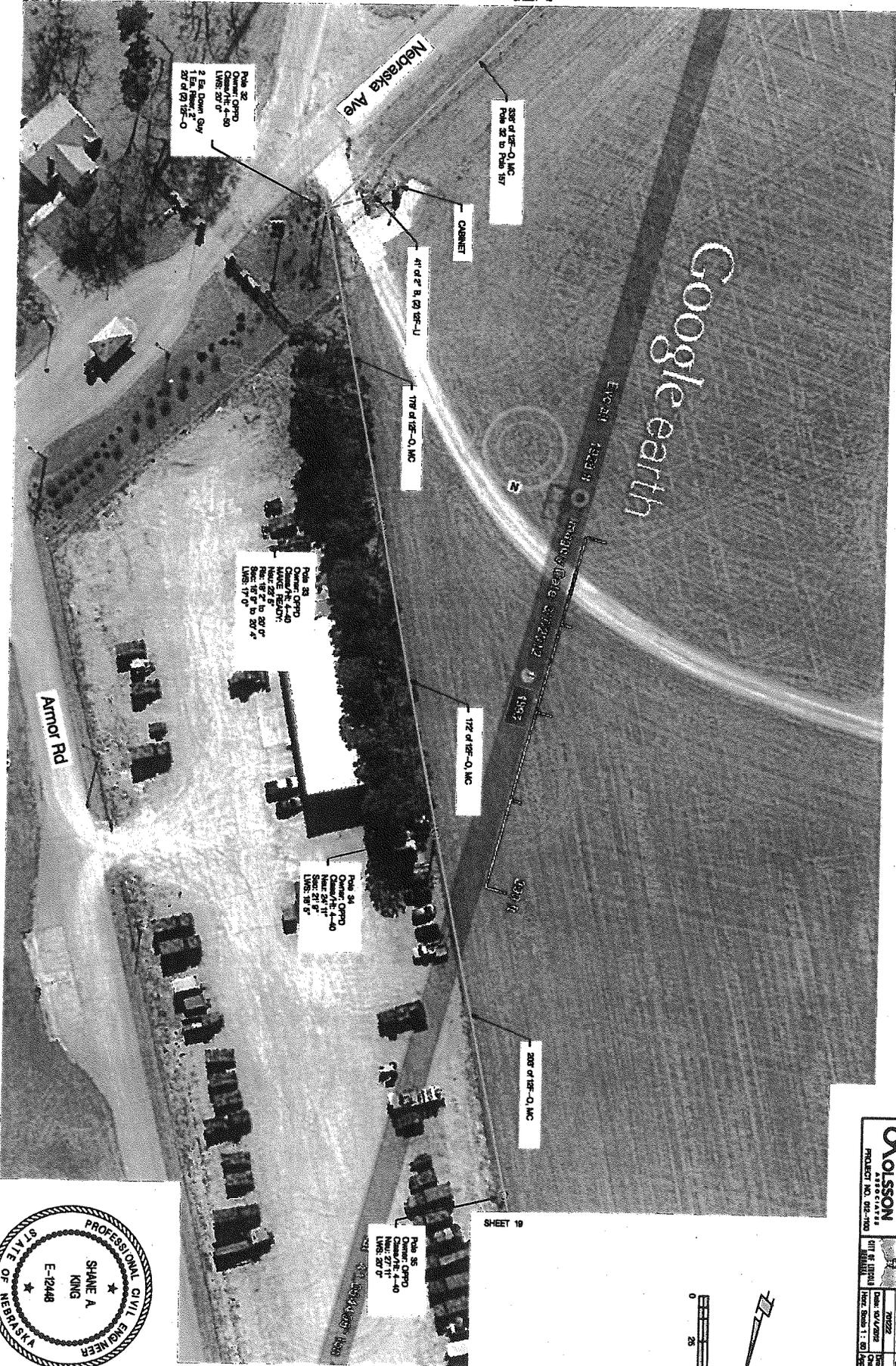


FIBER PLAN



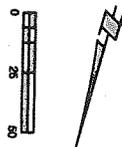
FIBER PLAN

OLSSON ASSOCIATES		PROJECT NO. 04-100	SHEET NO. 17
CITY OF LINCOLN	DATE: 10/4/2012	DRAWN: J. KING	SCALE: AS SHOWN
11111111	11111111	11111111	11111111



FIBER PLAN

PROJECT NO.	09-200	SHEET NO.	19
DRAWN BY	09/22/02	DATE	10/4/2002
CHECKED BY		DATE	
APPROVED BY		DATE	



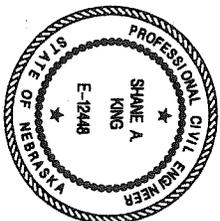
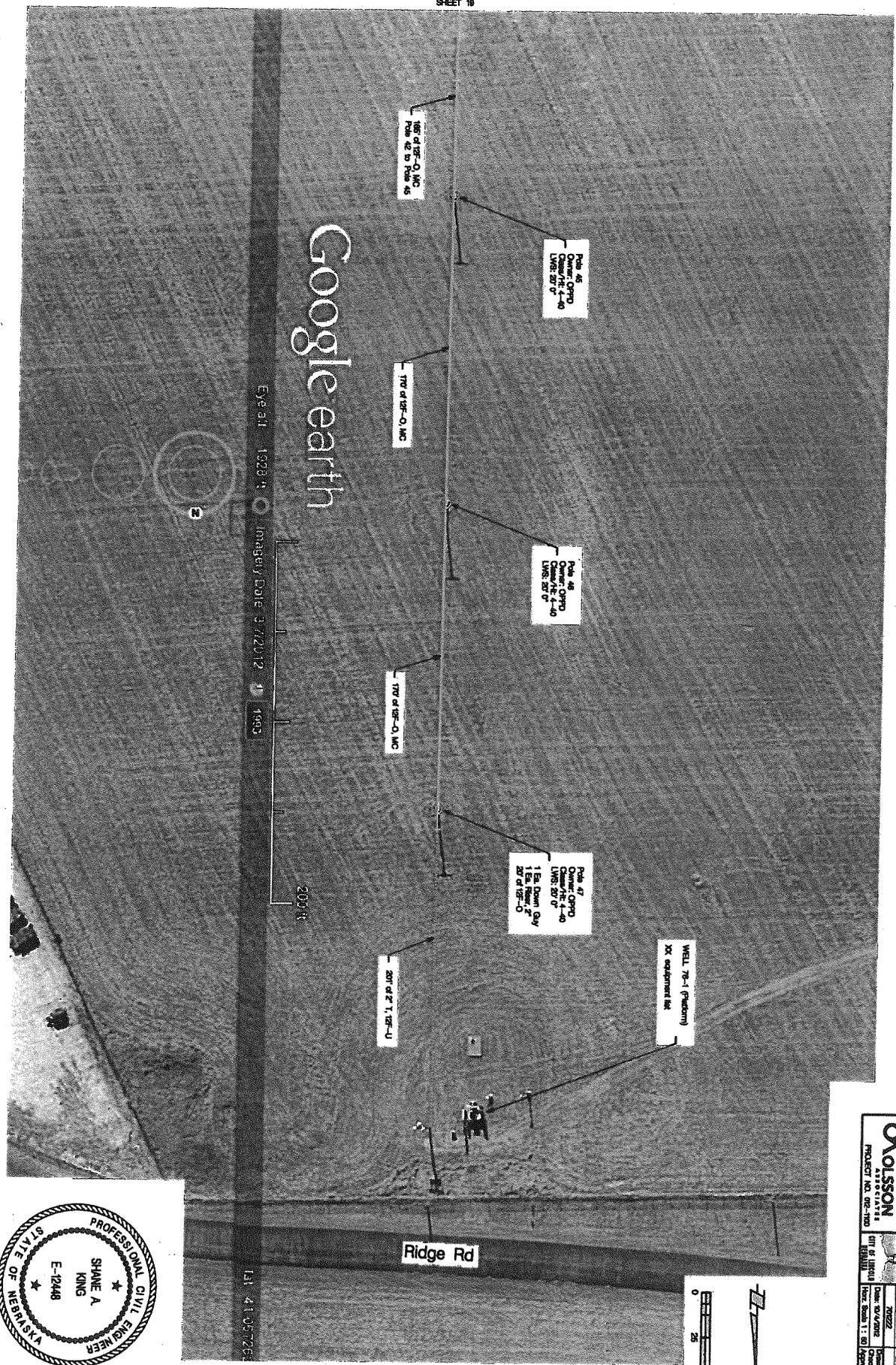
Cooper north



FIBER PLAN

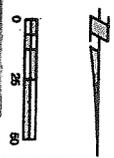
VALSSON ASSOCIATES
PROJECT NO. 002-700

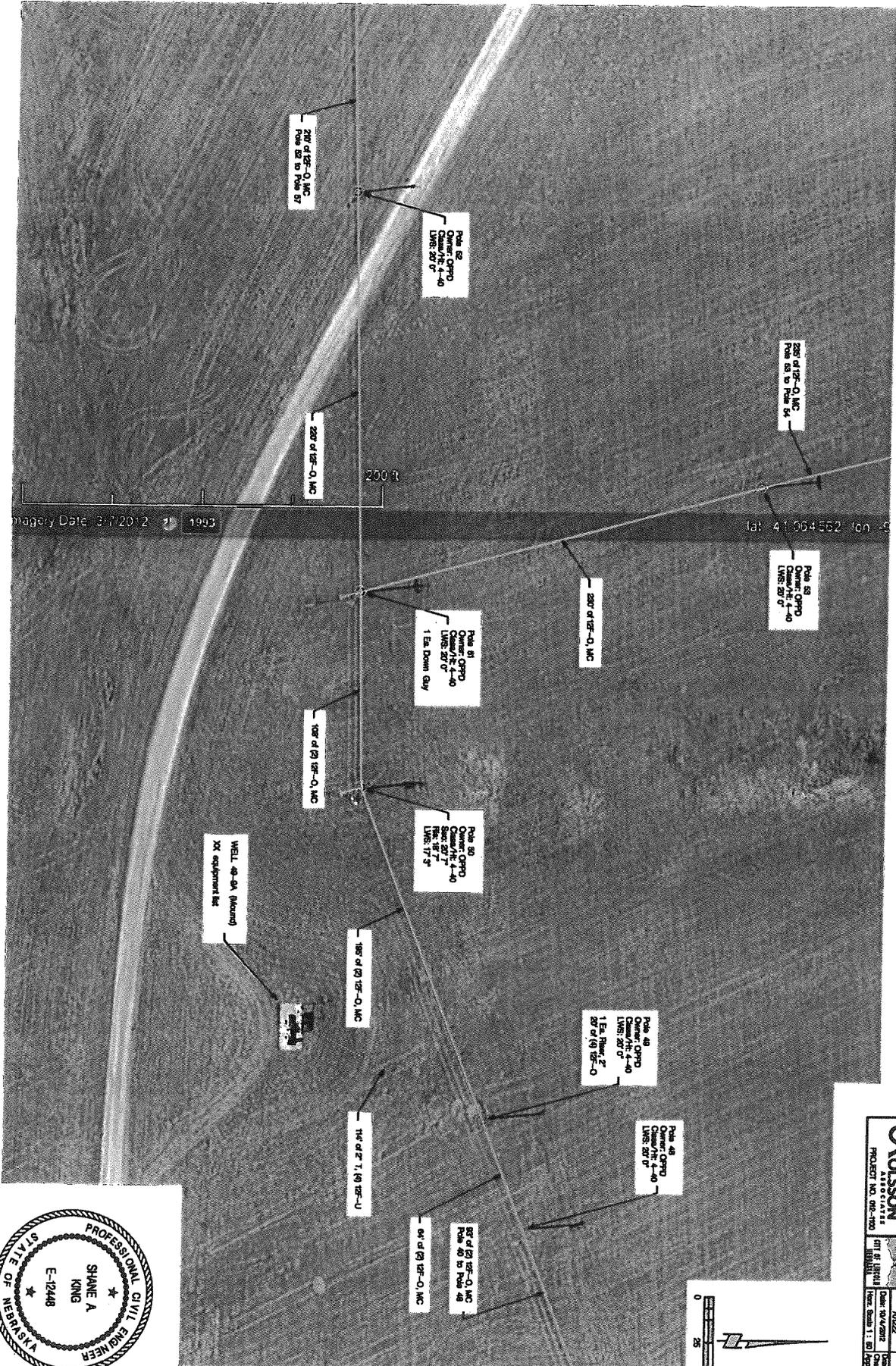
PROJECT NO.	002-700
SHEET NO.	19
DATE	10/4/2004
PROJECT	PRM
SCALE	AS SHOWN



FIBER PLAN

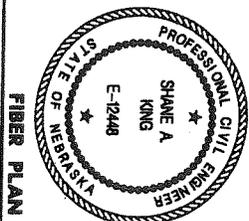
OLSSON		PROJECT NO. 05-170	SHEET NO.
CONSULTANTS			
DATE	SCALE	DATE	SCALE
DESIGNED BY	CHECKED BY	APPROVED BY	
DRAWN BY			





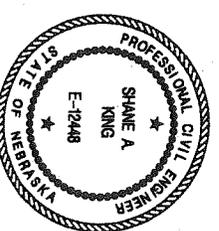
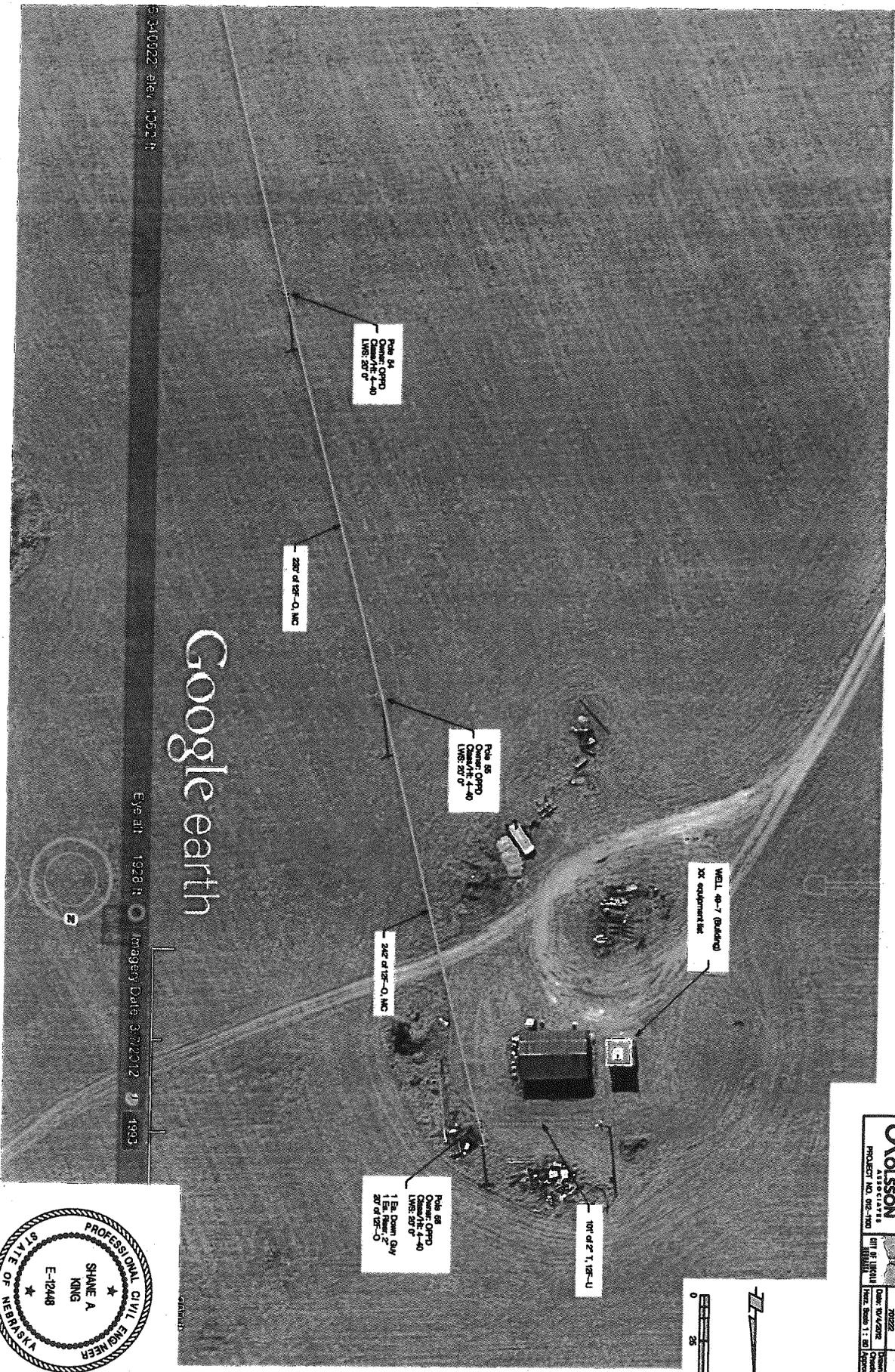
SHEET 23

SHEET 19



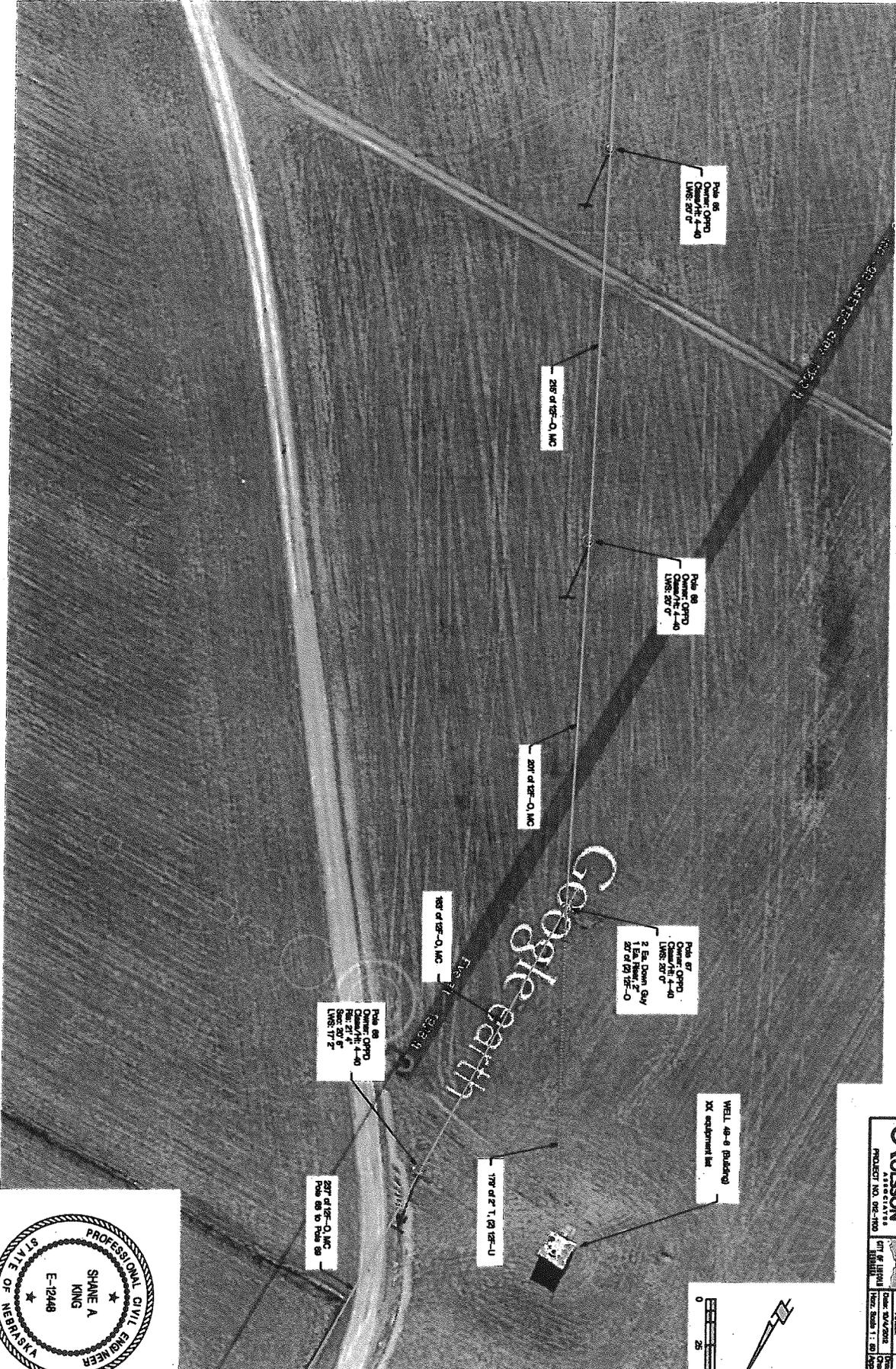
FIBER PLAN

MOLSON ASSOCIATES		PROJECT NO. 102-100	SHEET NO. 22
CITY OF LINCOLN		DATE 10/4/2012	OWNER TMA
1000 G ST. LINCOLN, NE 68502		ISSUE DATE 11/20	APPROVED SKM



FIBER PLAN

OLLSSON		PROJECT NO.	SHEET NO.
A STATE ENGINEERS		07-2-0000	22
Sgt. B. H. HALL		DATE: 7/2/2012	ISSUED: 7/2/12
PROJECT NO. 07-2-0000		DATE: 7/2/2012	ISSUED: 7/2/12
		DATE: 7/2/2012	ISSUED: 7/2/12

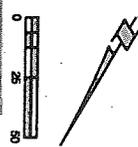


Google Earth

MOILSON
 ASSOCIATES
 PROJECT NO. 05-1103

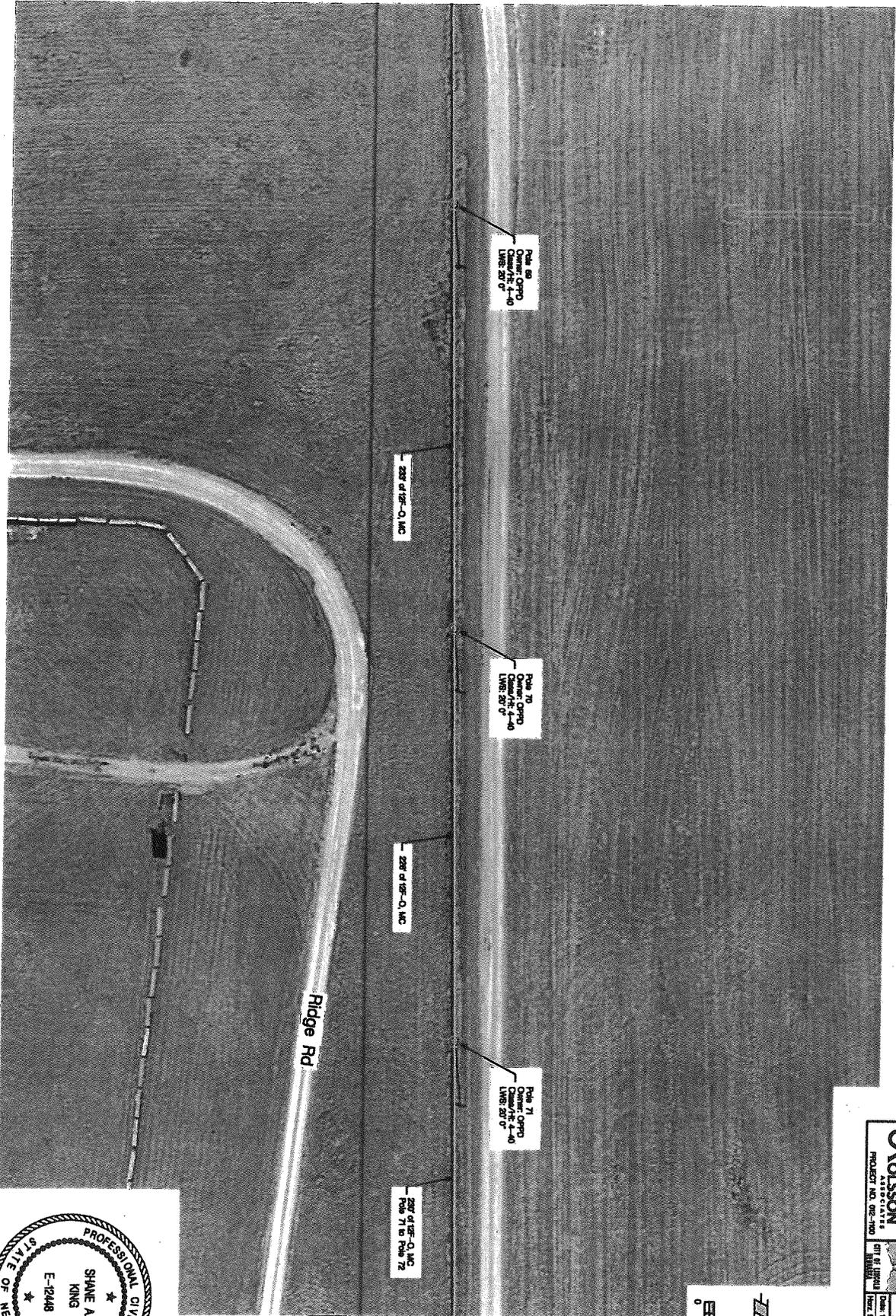
CITY OF LEBANON	PROJECT NO.	SHEET NO.
DATE: 05/05/05	05-1103	24
CHAS. 1/16, 4-10		
ISSUE: 05/05/05		

WELL 49-8 (Building)
 XX equipment loc.



PROFESSIONAL CIVIL ENGINEER
 STATE OF NEW HAMPSHIRE
 SHANE A KING
 E-12448

FIBER PLAN



Pole 69
Owner: OPRD
LWS: 71'-40"
LWS: 50' 0"

2+00 of 15'-0" MC

Pole 70
Owner: OPRD
LWS: 71'-40"
LWS: 50' 0"

2+25 of 15'-0" MC

Pole 71
Owner: OPRD
LWS: 71'-40"
LWS: 50' 0"

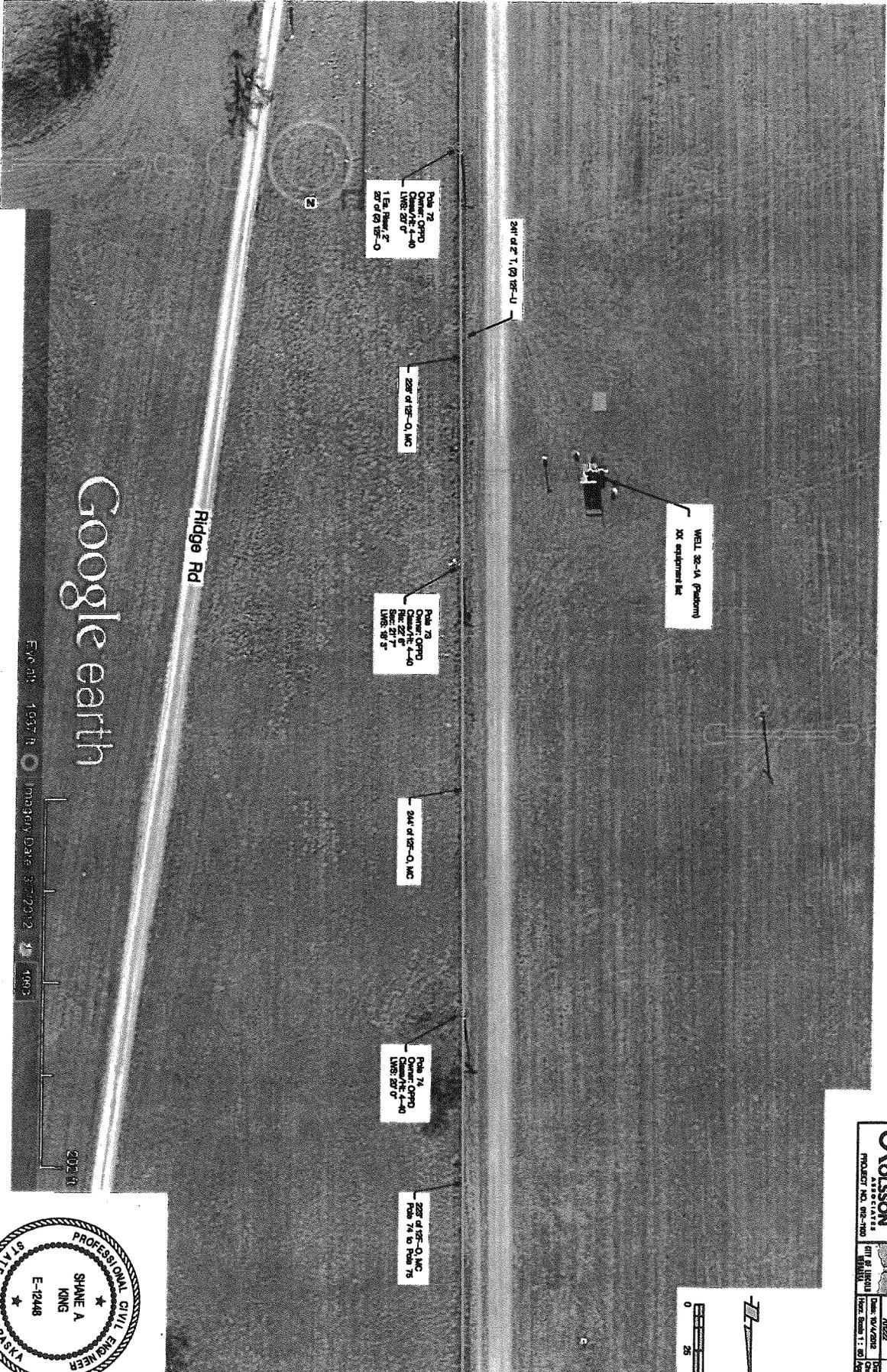
2+50 of 15'-0" MC
Pole 71 to Pole 72

Ridge Rd

OLSSON		PROJECT NO.	SHEET NO.
ASSOCIATES		005-1100	28
CITY OF LEBANON		DATE	10/4/2012
PROJECT		OWNER	TOWN
TITLE		APPROVED	DATE
PROJECT NO. 005-1100		APPROVED	DATE



FIBER PLAN

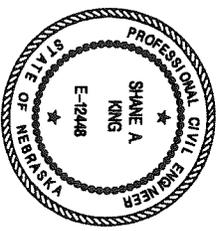


Google earth

Ridge Rd

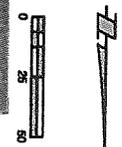
Scale: 1:5000
 Imagery Date: 8/22/12

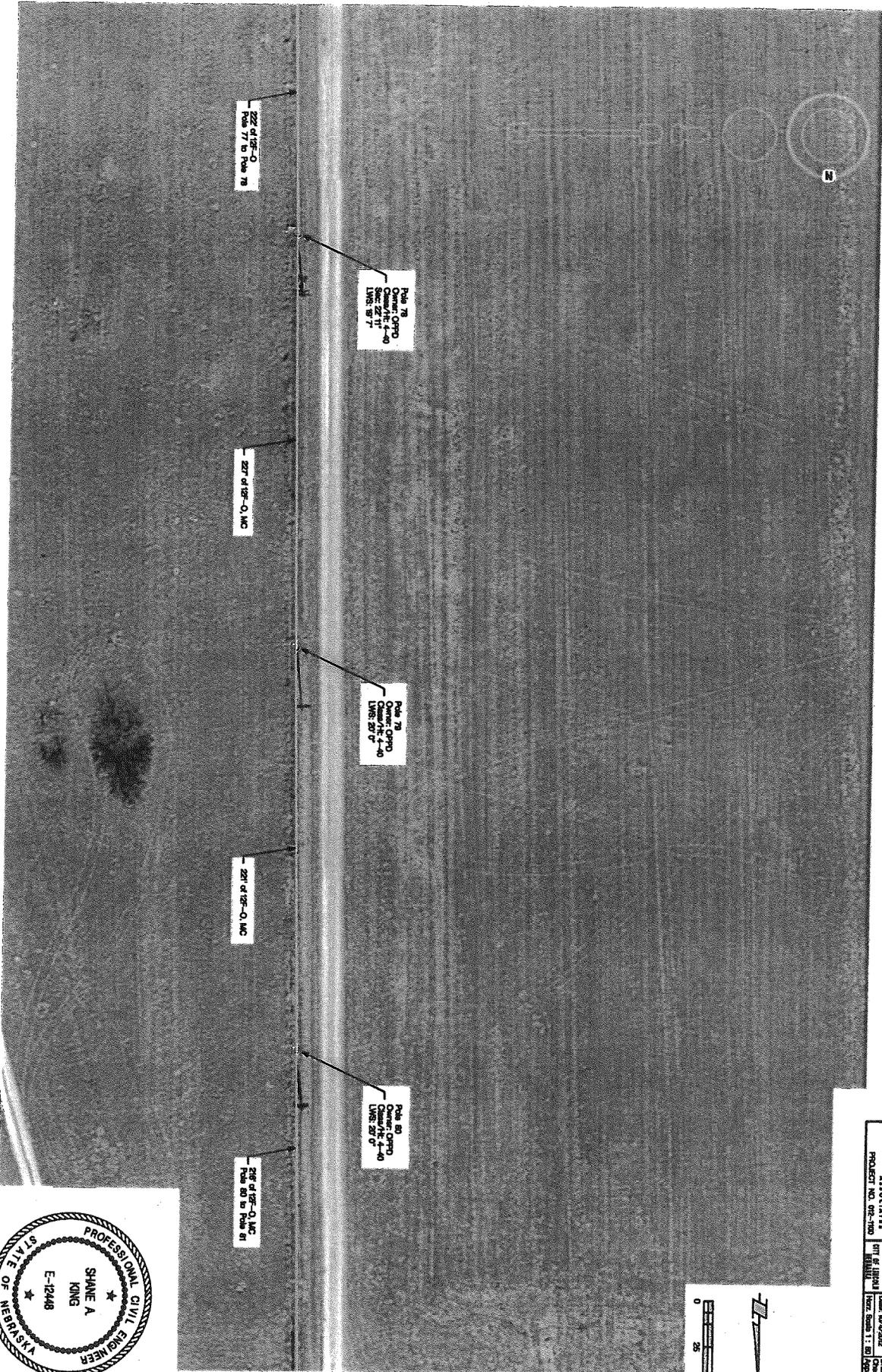
2012.01



FIBER PLAN

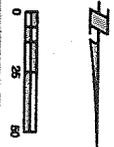
OLSSON ASSOCIATES		PROJECT NO. 09-1100	
CITY OF LINCOLN		SHEET NO. 27	
DATE: 04/20/12	DESIGN: TMM	DATE: 04/20/12	SCALE: AS SHOWN
REVISION: 1: 20	APPROVED: SKK		

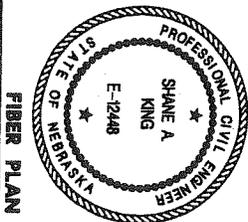
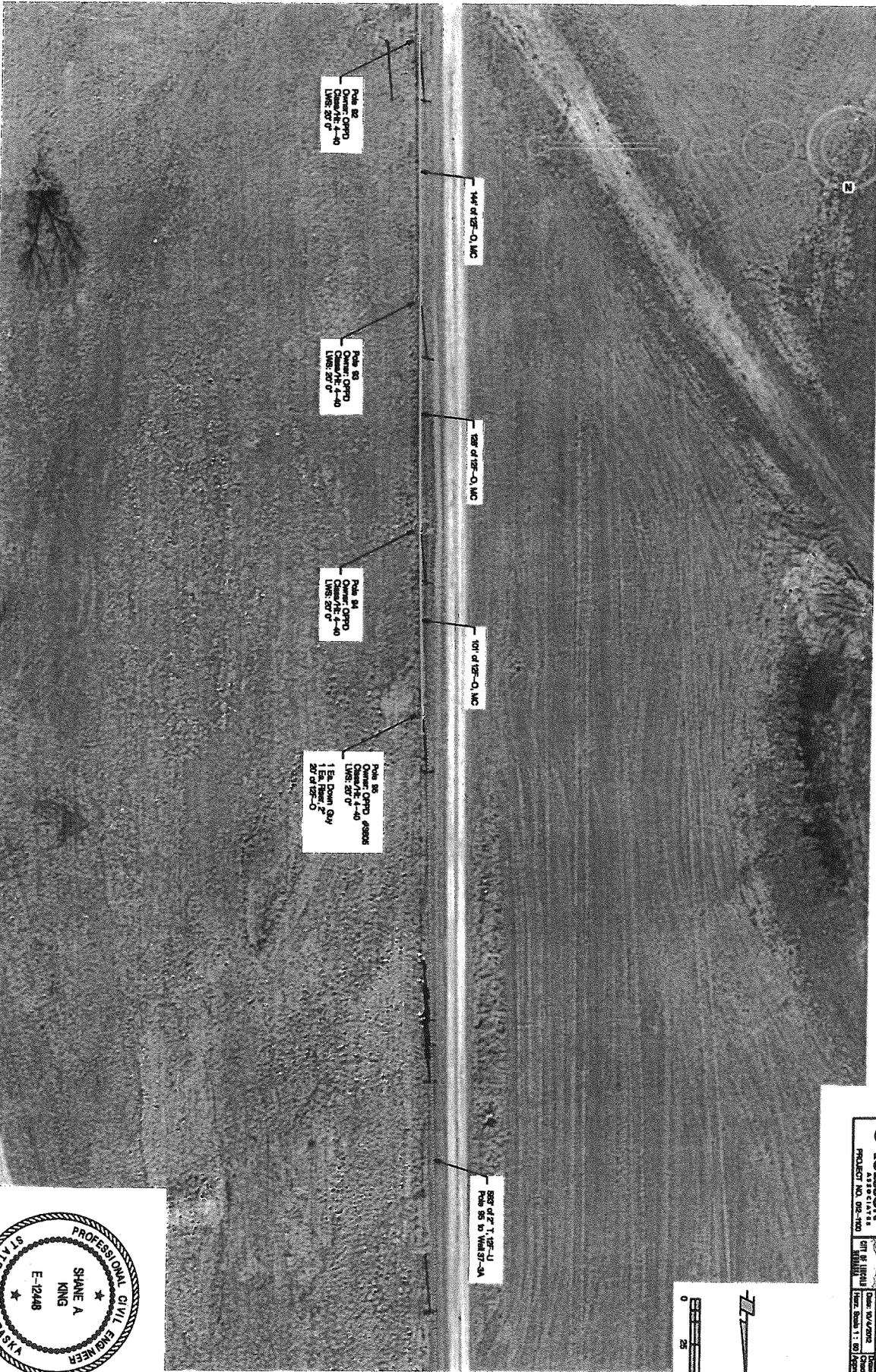




FIBER PLAN

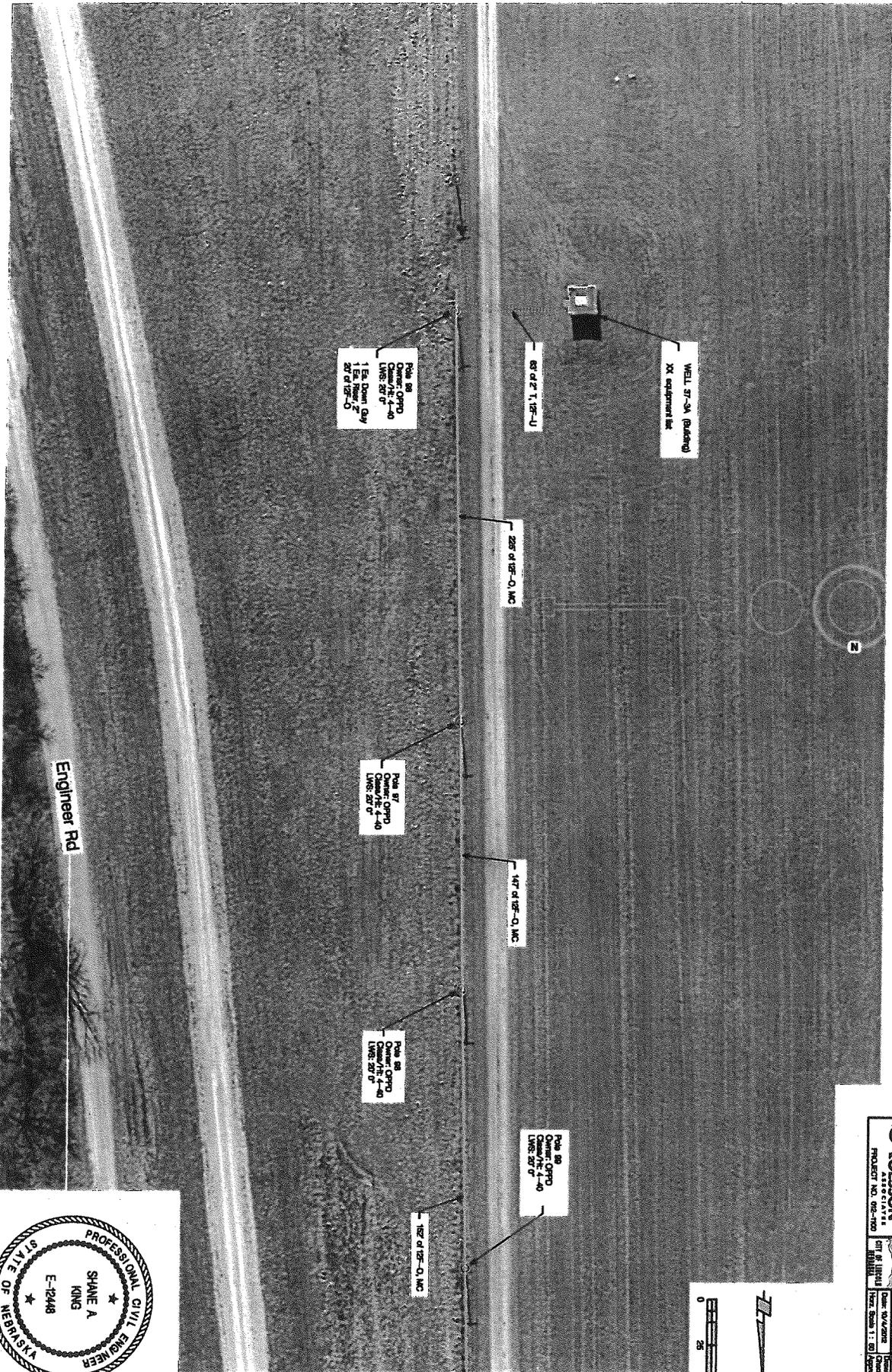
OLSSON ASSOCIATES		PROJECT NO. 10-0000000000	SHEET NO. 29
CITY OF LINCOLN		DATE: 04/04/2022	TITLE: FIBER PLAN
1000 N. LINCOLN		SCALE: AS SHOWN	DESIGNED BY: [Name]
1000 N. LINCOLN		CHECKED BY: [Name]	APPROVED BY: [Name]



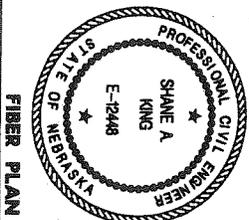


FIBER PLAN

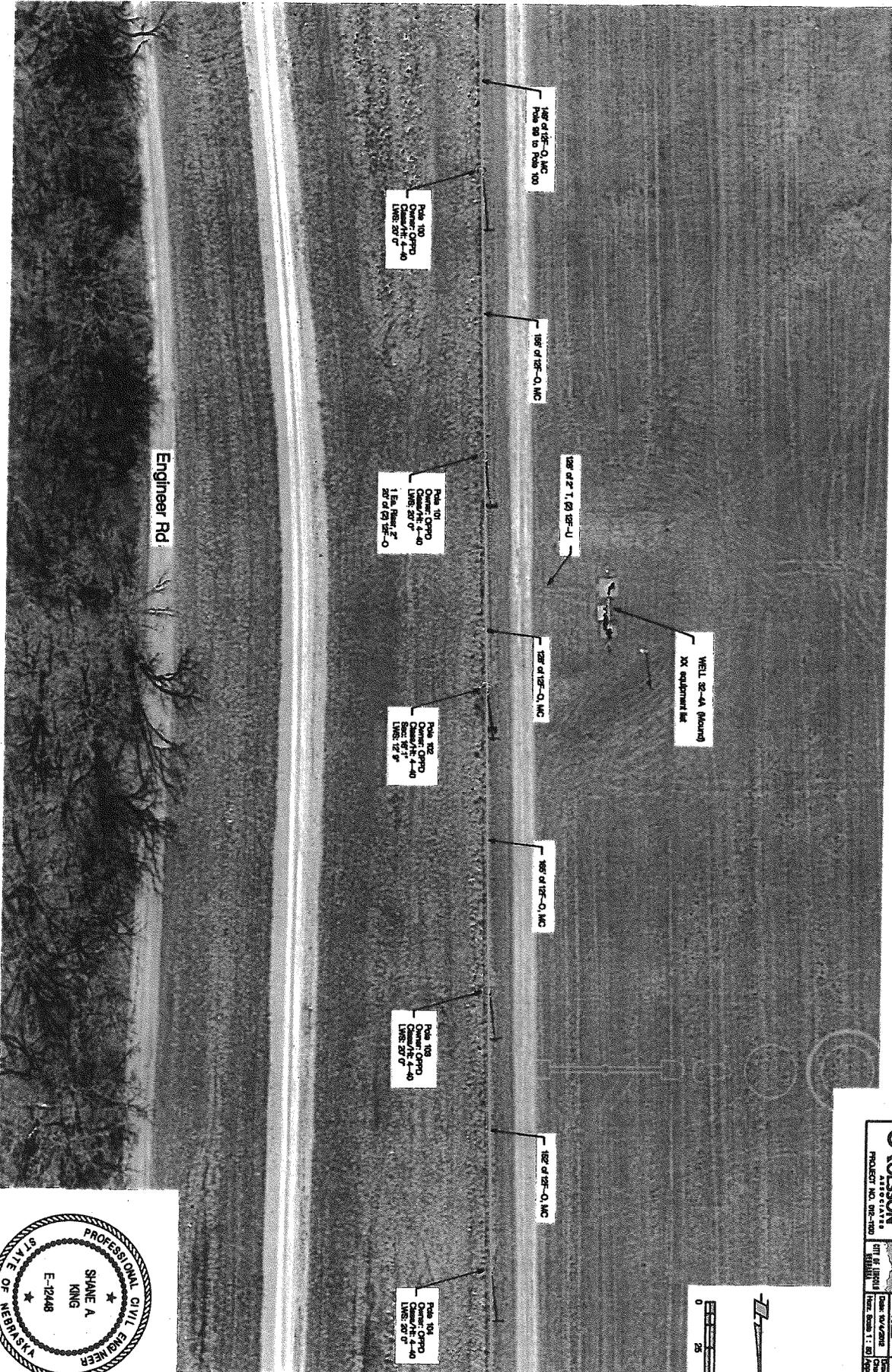
OLSSON		PROJECT NO. 100-100	SHEET NO. 34
ASSOCIATES		DATE 10/4/00	DRAWN BY JMK
CITY & COUNTY		SCALE 1" = 50'	APPROVED BY JMK



Engineer Rd



MOLSSON		PROJECT NO.	045-1100	SHEET NO.	34
CITY OF LINCOLN		OWNER	OPRD	DATE	1/25/10
PROJECT NO. 045-1100		DESIGNED BY	SHANE A. KING	CHECKED BY	DAVID M. HARRIS
		SCALE	AS SHOWN	DATE	1/25/10

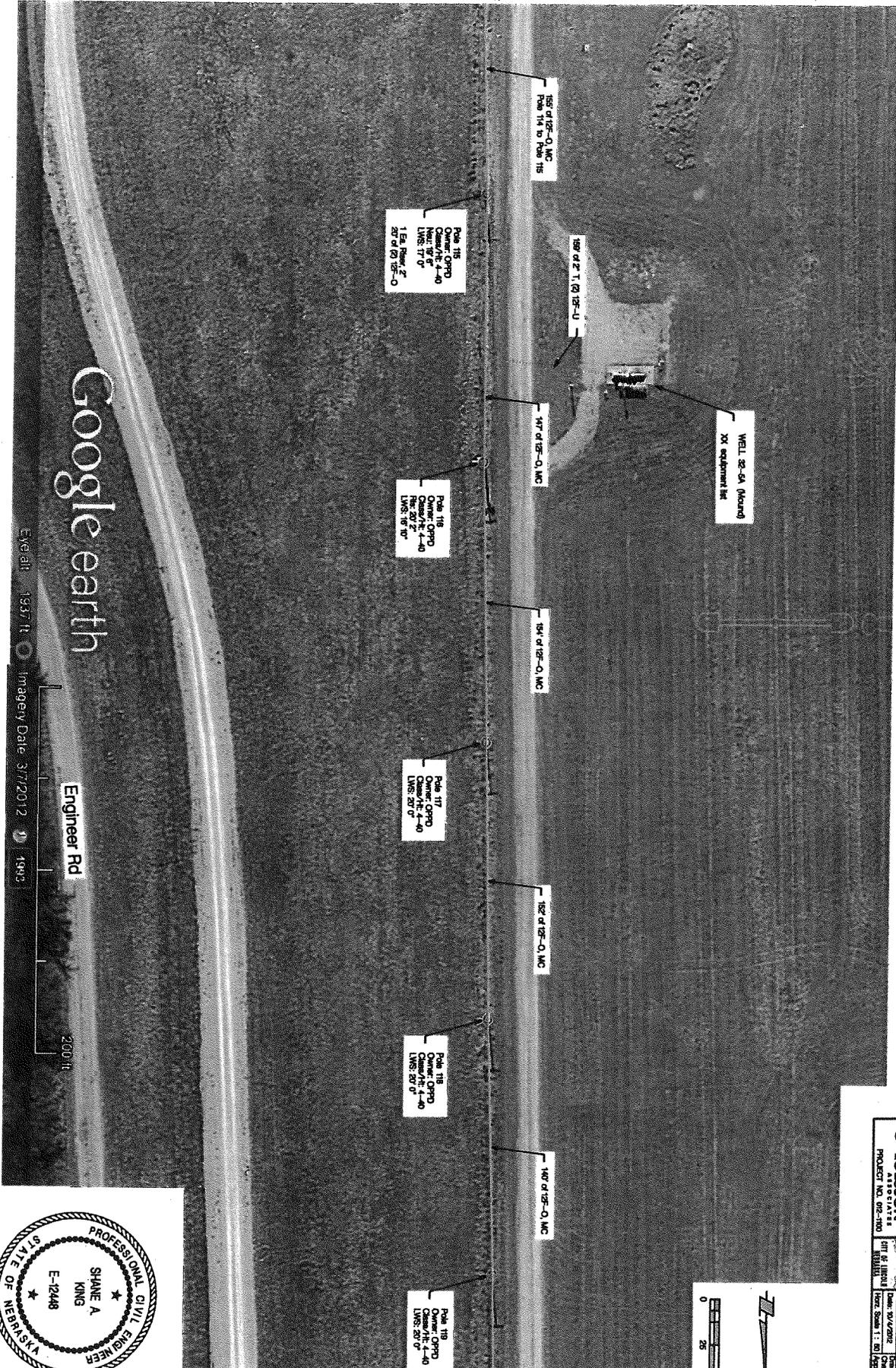


OLSSON
 ASSOCIATES
 PROJECT NO. 02-200

PROJECT NO.	02-200
SHEET NO.	35
DATE	10/20/97
DESIGN BY	SHANE A. KING
CHECKED BY	SHANE A. KING
APPROVED BY	SHANE A. KING

PROFESSIONAL CIVIL ENGINEER
 STATE OF NEBRASKA
 SHANE A. KING
 E-12448

FIBER PLAN



Google earth

1937 ft

Imagery Date: 3/7/2012

1943

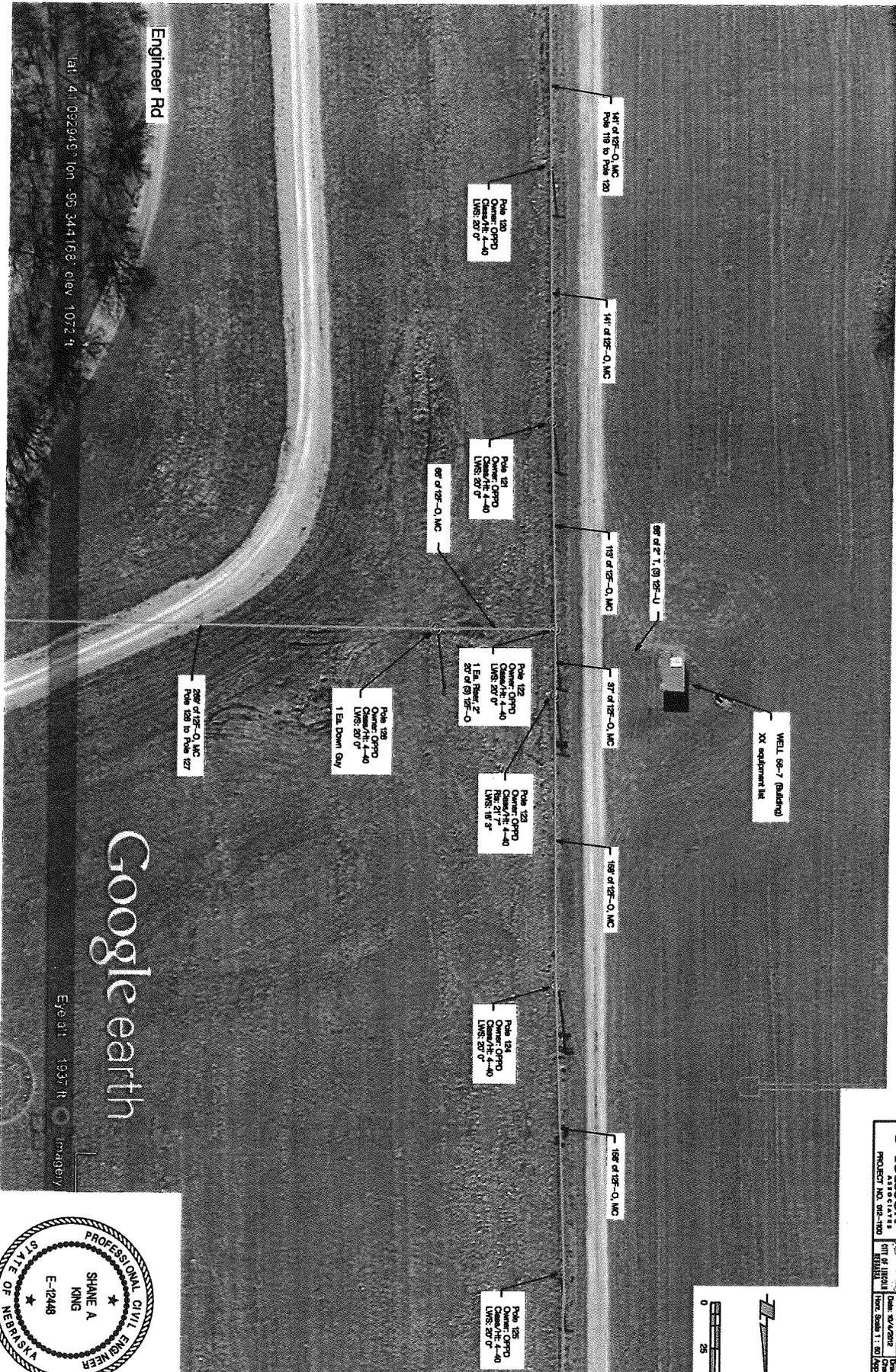
Engineer Rd

2000 ft



FIBER PLAN

OLSSON		PROJECT NO.	SHEET NO.
ASSOCIATES		07222	38
CITY OF LINCOLN		DATE: 10/4/2012	TOTAL SHEETS: 100
PROJECT NO. 072-100		DATE: 10/4/2012	DATE: 10/4/2012
		DATE: 10/4/2012	DATE: 10/4/2012
		DATE: 10/4/2012	DATE: 10/4/2012



lat: 41.092945° lon: -95.344168 elev: 1072.4'

SHEET 41

Google earth
 Eye alt: 1937 ft
 Imagery

OLSSON ASSOCIATES	PROJECT NO.	70122	SHEET NO.	40
	DATE: 04/20/10	DRAWN BY: J. KING	TOTAL SHEETS:	100
PROJECT NO. 06-100	DATE: 04/20/10	APPROVED BY: J. KING	DATE: 04/20/10	SCALE: 1" = 80'



FIBER PLAN



Pole 127
Cable 1/2" 4-0
LWS: 20' 0"

- 272' of 125-0, MC

Pole 128
Cable 1/2" 4-0
LWS: 20' 0"
1 5/8" Diam. Guy
1 5/8" diam. 2'
20' of 125-0

- 307' of 125-0

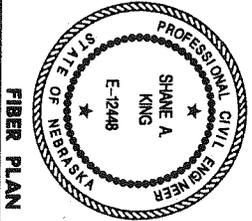
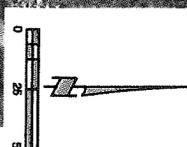
WELL 80-5 (existing)
XX equipment lot

Engineer Rd

Google earth

-96 342035' elev 1072 ft

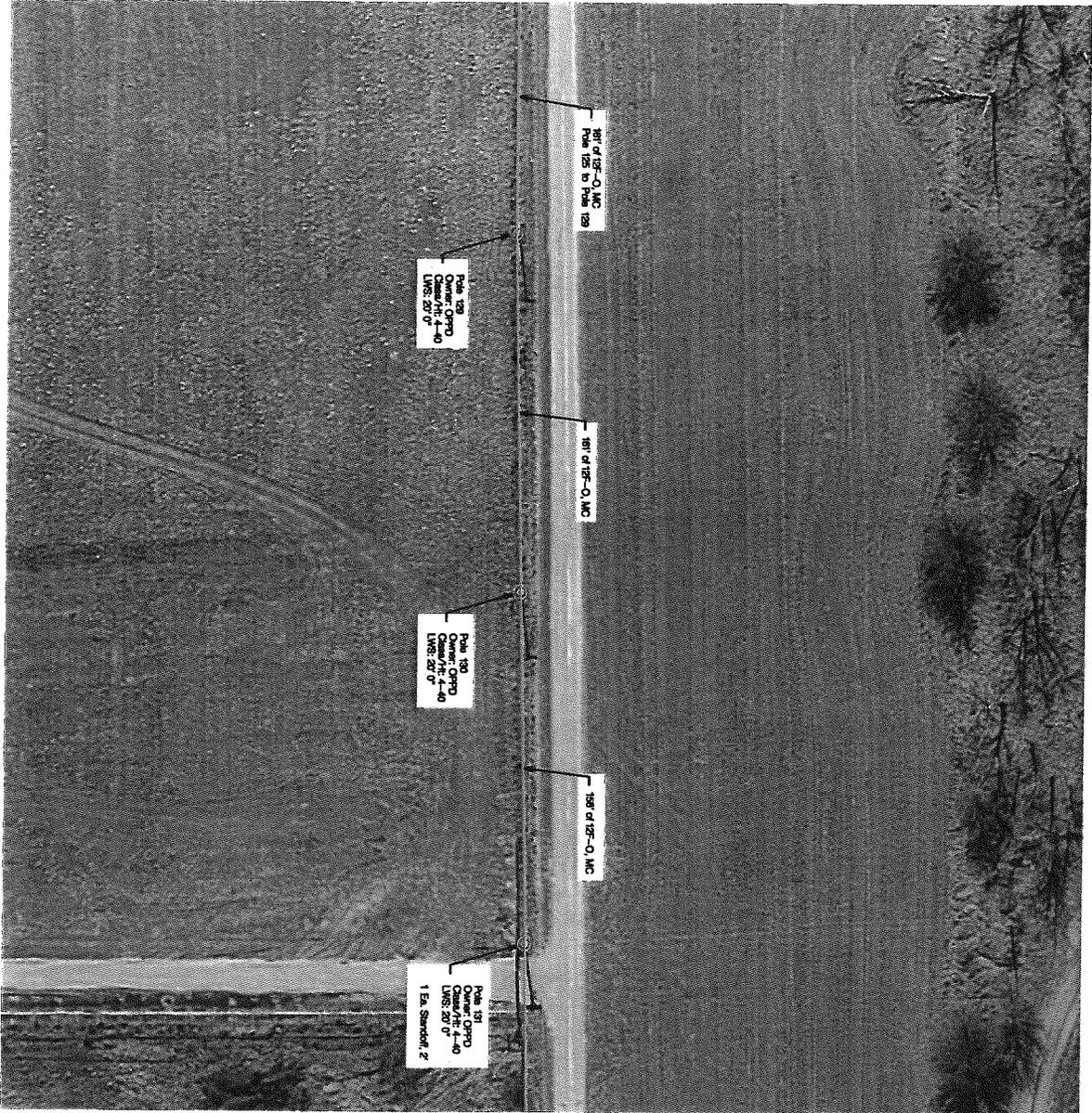
Eye alt: 15



FIBER PLAN

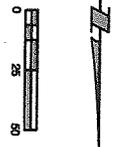
OLLSSON ASSOCIATES		PROJECT NO. 02-1251	SHEET NO.
CITY OF HARVIL HARRIS	2/2/02	DATE	41
DR. R. W. WOODS	1/1/02	DATE	1/1/02
DR. R. W. WOODS	1/1/02	DATE	1/1/02
DR. R. W. WOODS	1/1/02	DATE	1/1/02

SHEET 40

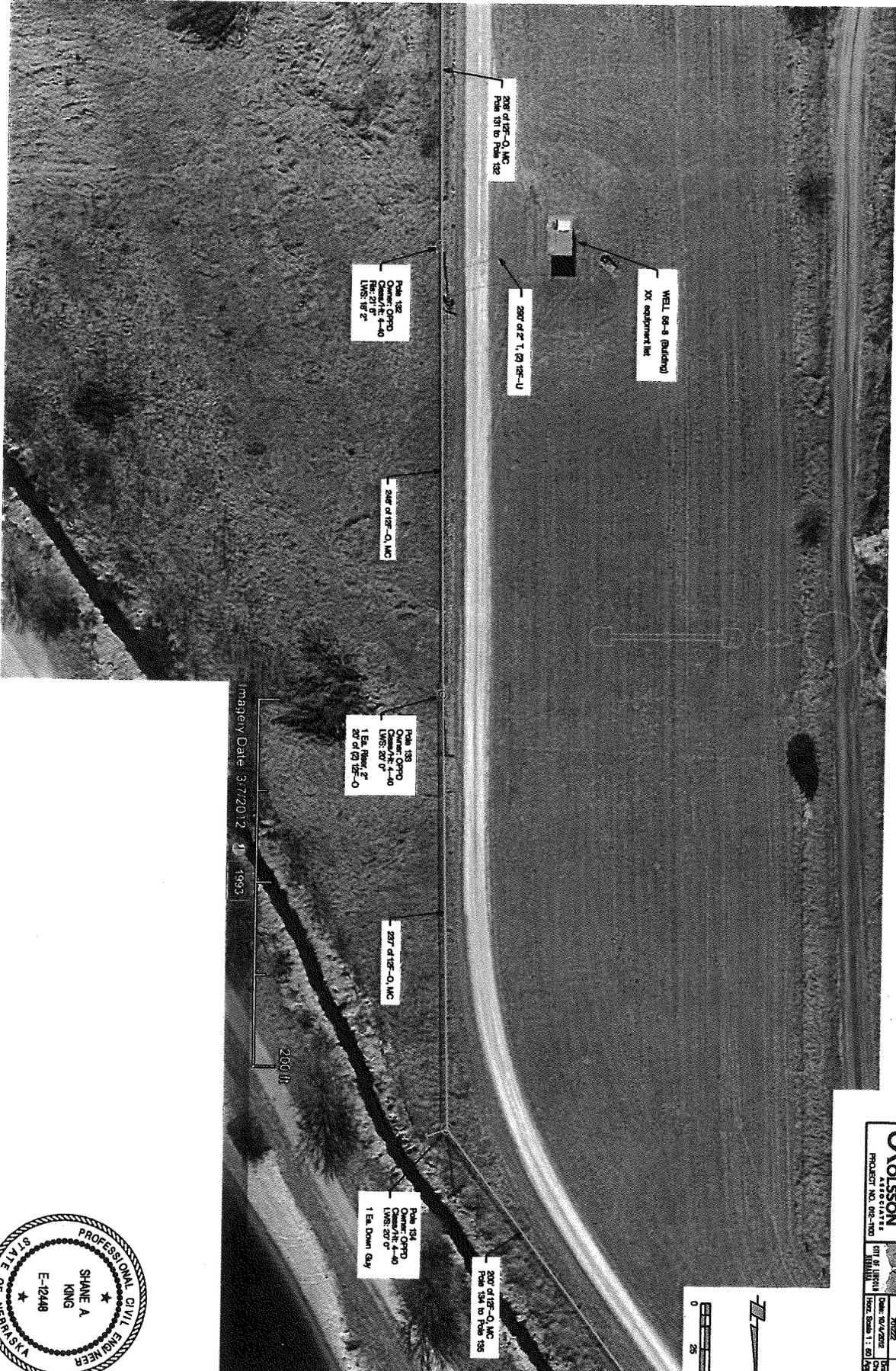


SHEET 43

OLLSSON		PROJECT NO. 10-101	SHEET NO. 40
ATTORNEY AT LAW		CITY OF LINCOLN	DATE: 04/20/12
PROJECT NO. 10-101		DATE: 04/20/12	DESIGNED BY: TWH
		DATE: 04/20/12	CHECKED BY: SWK

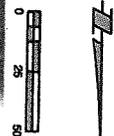


FIBER PLAN



Imagery Date: 3/7/2012 1993

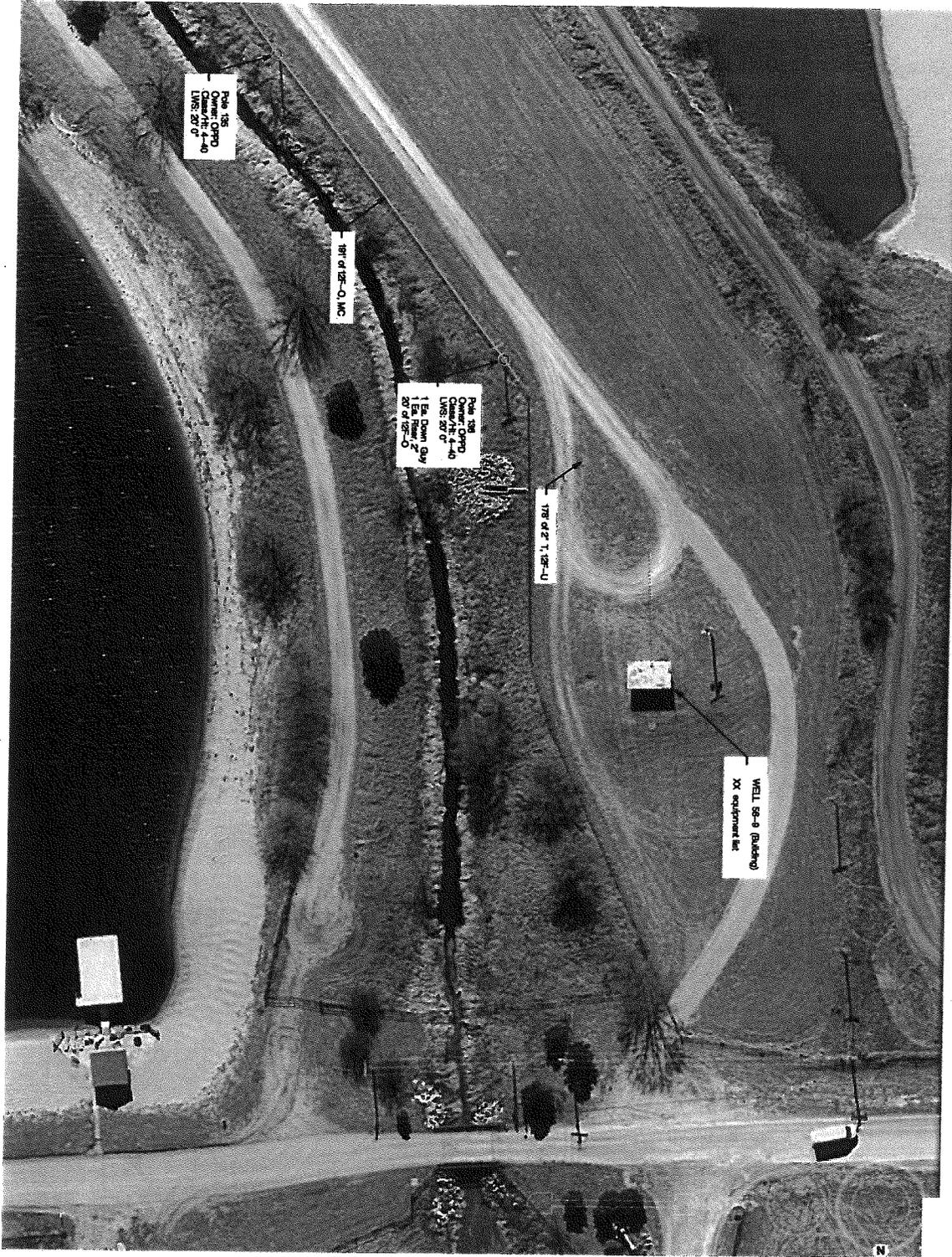
200' U



OLSSON ASSOCIATES
 PROJECT NO. 002-700
 SHEET NO. 42
 DATE: 10/4/2011
 DRAWN BY: JMK
 CHECKED BY: JMK
 SCALE: 1" = 50'

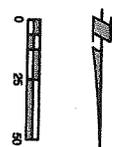


FIBER PLAN



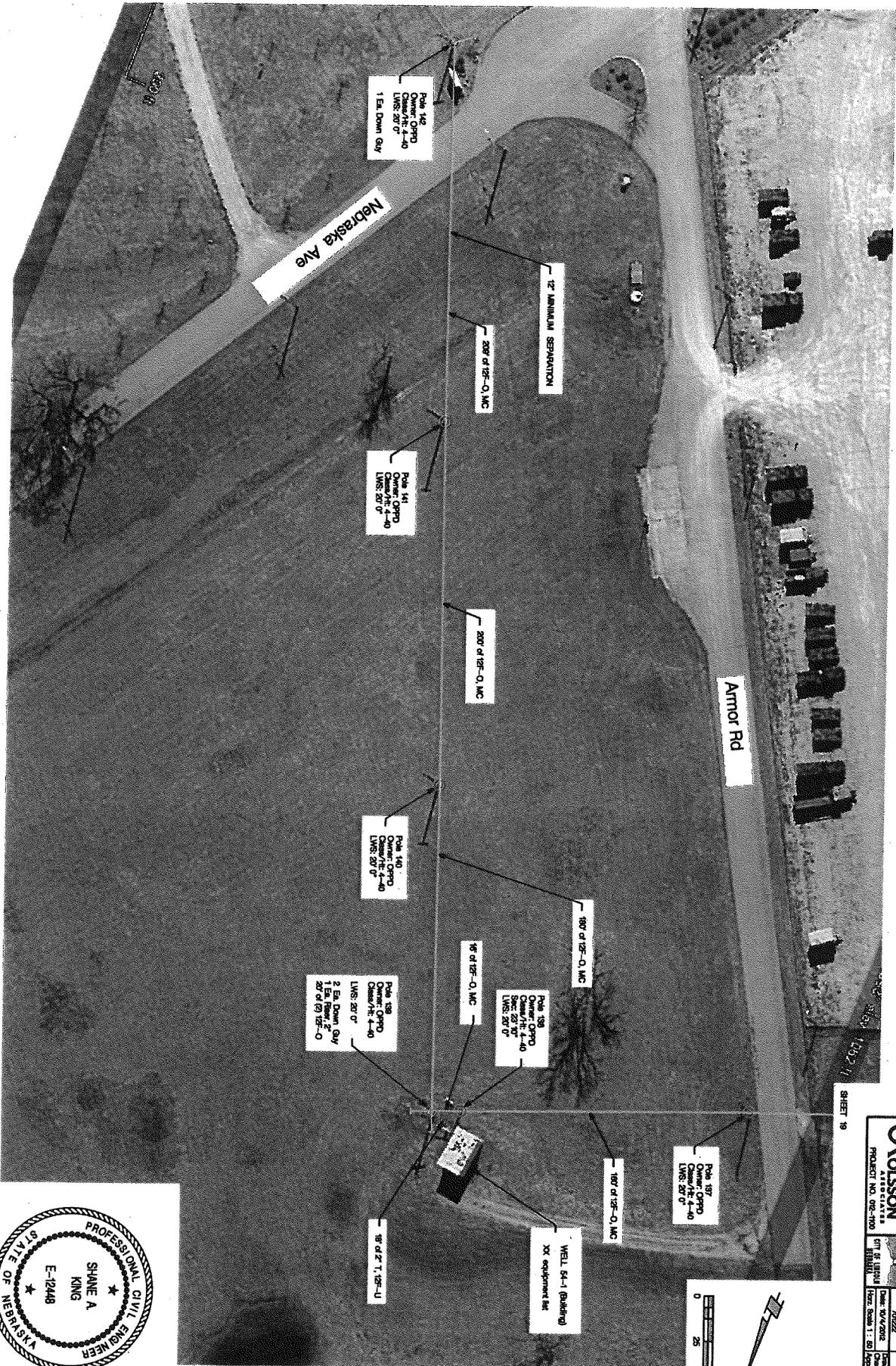
OLSSON
 ASSOCIATES
 PROJECT NO. 015-700

PROJECT NO. 1	SHEET NO.
7/22/22	44
Date: 8/4/2015	Owner: NPL
Drawn: JMM	Checked: JMM
Scale: 1" = 50'	Project: 015-700



PROFESSIONAL CIVIL ENGINEER
 STATE OF NEBRASKA
 SHANE A KING
 E-12448

FIBER PLAN



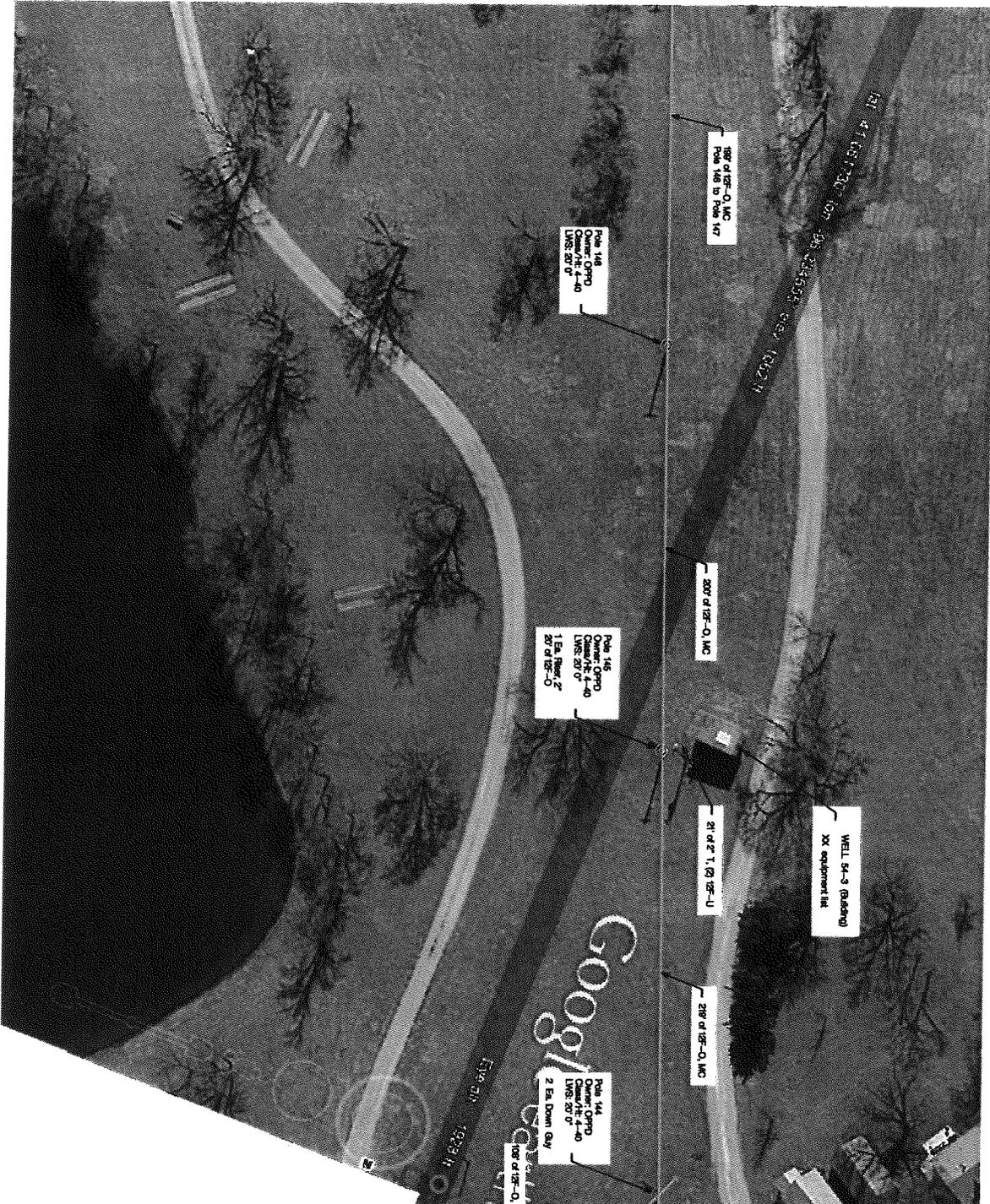
SHEET 9

OLSSON
 ASSOCIATES
 PROJECT NO. 104-2012

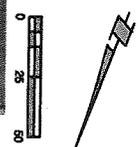
PROJECT NO.	104-2012	SHEET NO.	46
DATE	10/4/2012	DRAWN BY	MM
CHECKED BY	MM	APPROVED BY	MM
SCALE	1" = 20'	DATE	10/4/2012



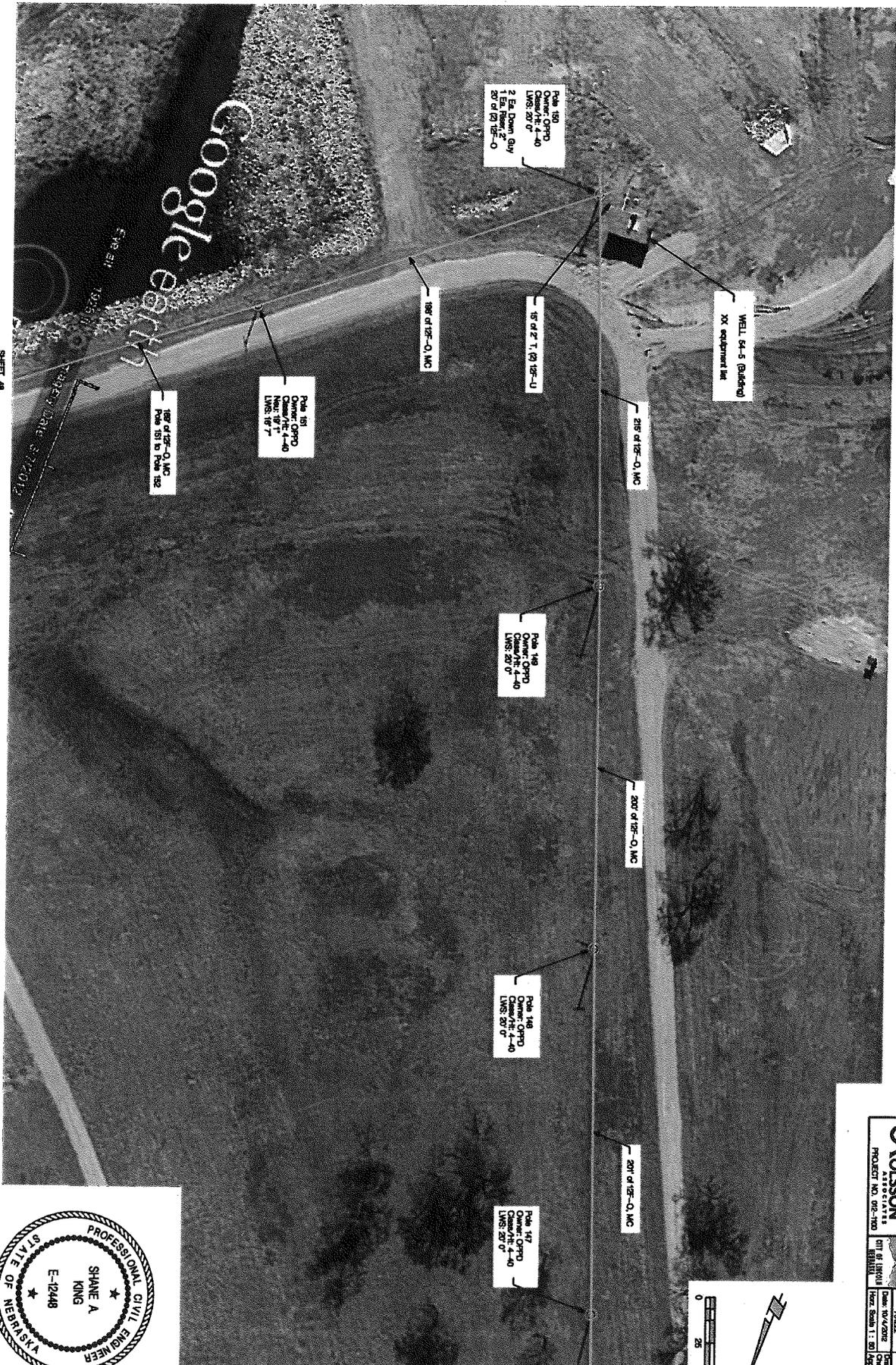
FIBER PLAN



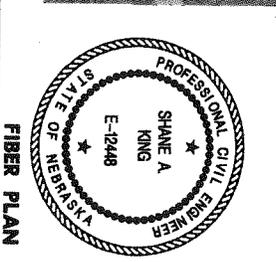
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ASSOCIATES			
CITY OF LINCOLN		DATE: 12/28/16	BY: TMM
DRAWN BY: TMM		DATE: 12/28/16	BY: TMM
CHECKED BY: TMM		DATE: 12/28/16	BY: TMM
APPROVED BY: TMM		DATE: 12/28/16	BY: TMM



FIBER PLAN



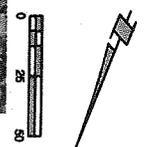
SHEET 48



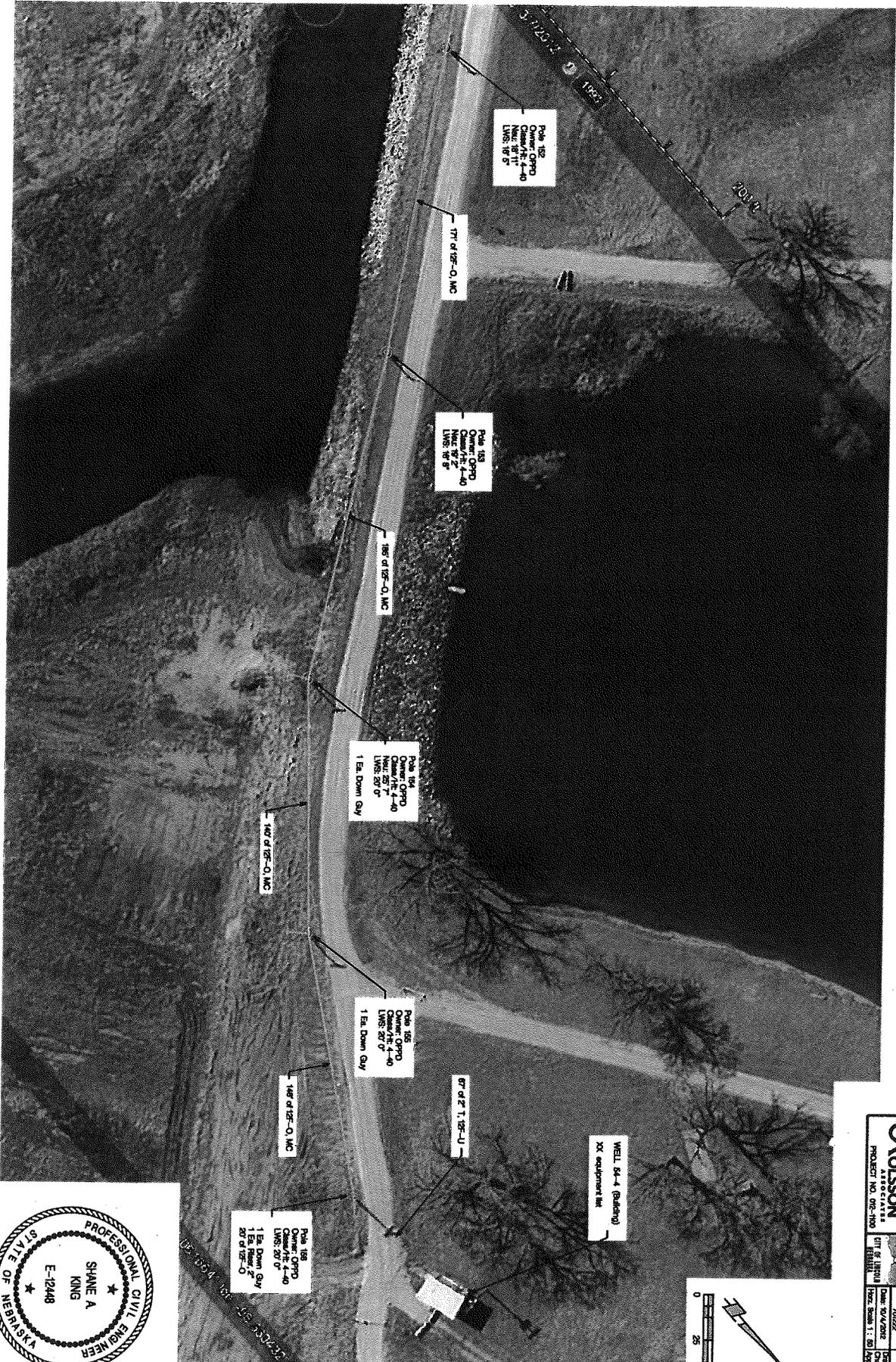
FIBER PLAN

OLSSON
 ASSOCIATES
 PROJECT NO. 012-1100

PROJECT NO.	SHEET NO.
012-1100	47
CITY OF LINCOLN	DATE: 10/4/2012
DR: T.M. HARRIS	CHK: T.M. HARRIS
DATE: 10/4/2012	APP: T.M. HARRIS
SCALE: 1" = 20'	APPROVED: T.M. HARRIS



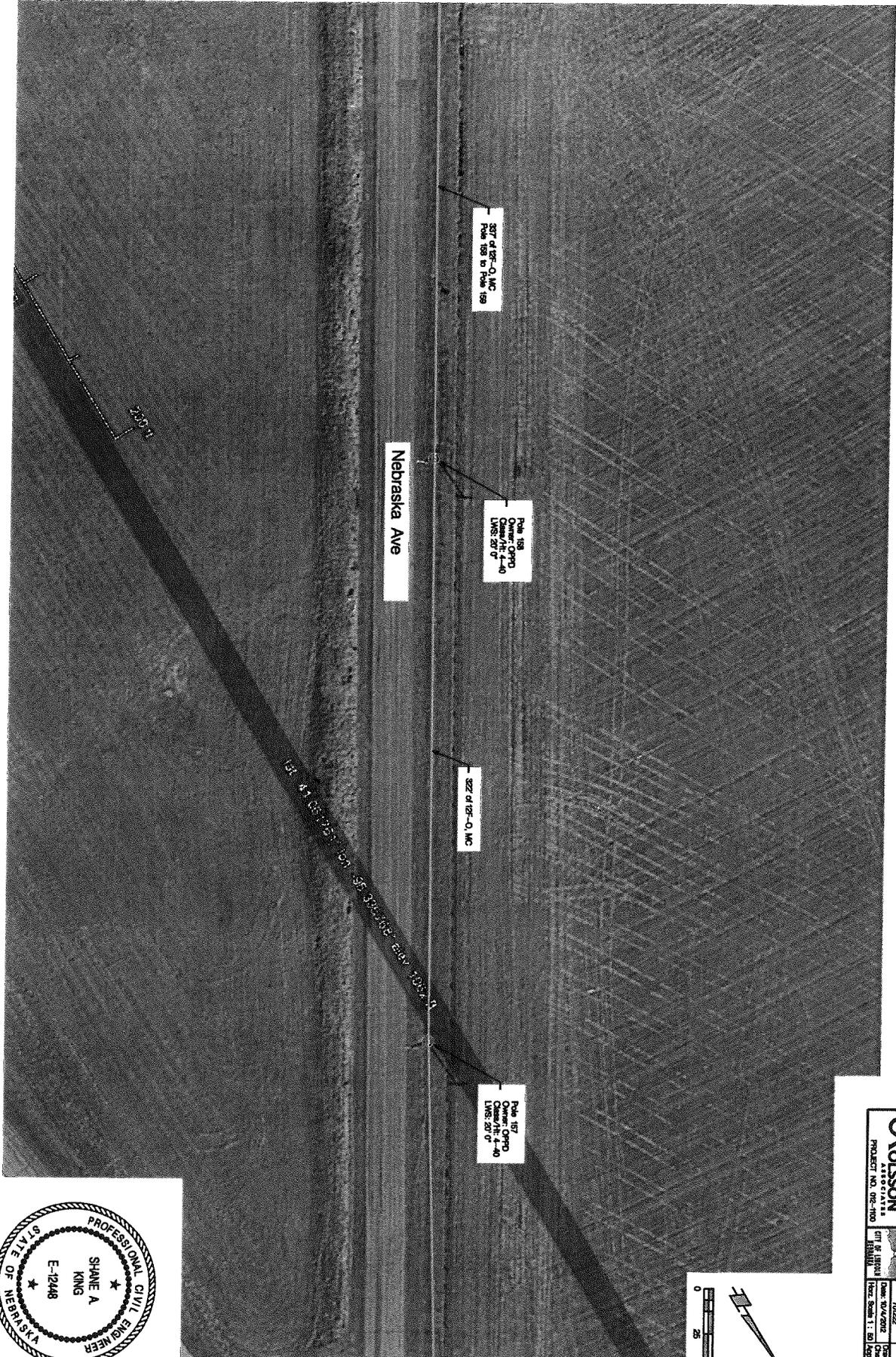
SHEET 48



MOJLSON		PROJECT NO. 06-05A-100	SHEET NO. 47
ASSOCIATES		DATE 10/4/2012	DRAWN TMM
CITY OF LINCOLN		PROJECT SHEET 1 : 20	APPROVED SKM



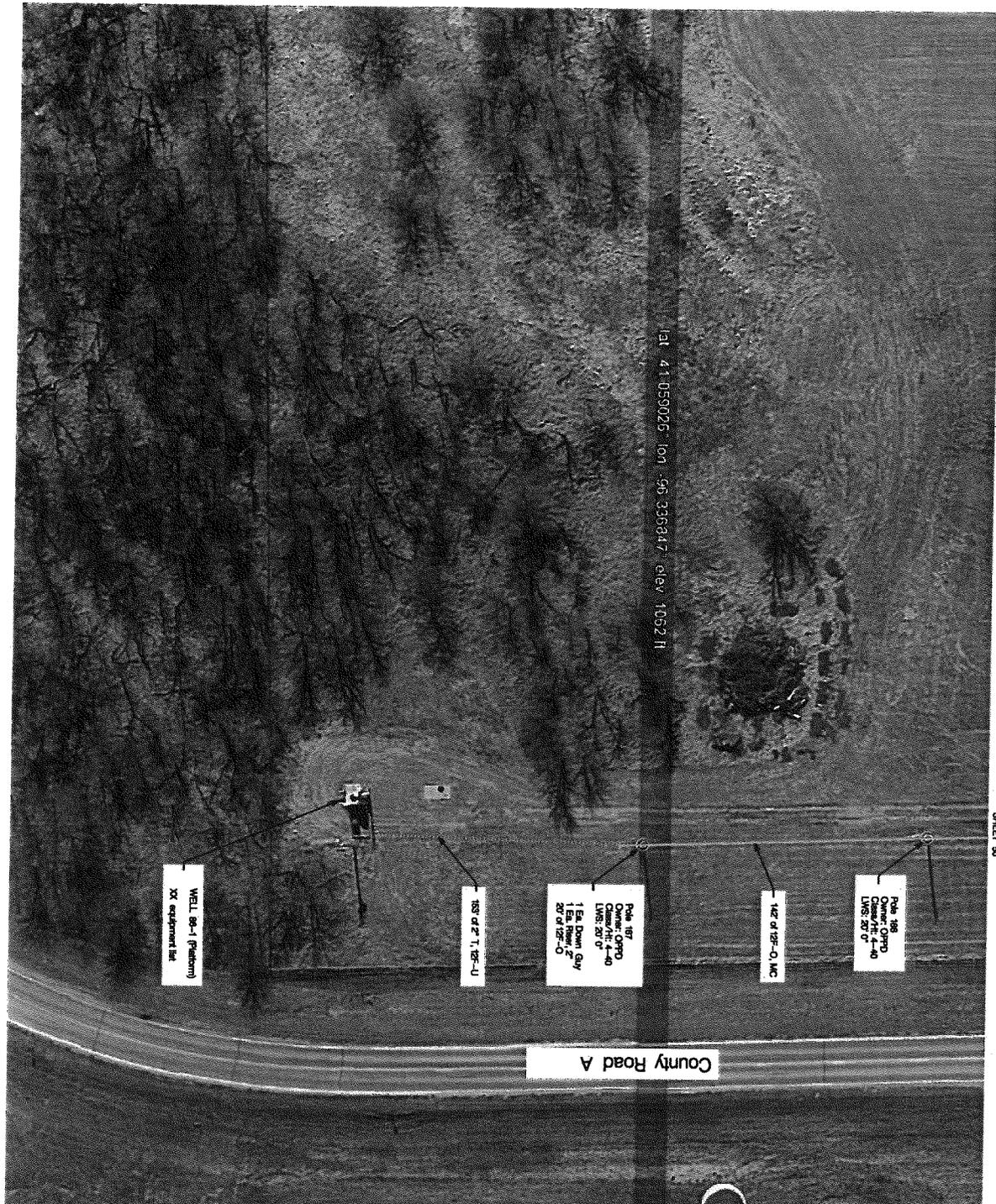
FIBER PLAN



MOLSON		PROJECT NO. 105-1100	SHEET NO. 49
ASSOCIATES		DATE: 10/4/2014	CHG: TMM
CITY OF LINCOLN		REVISED: 11/20	APP: SAK
11/20/14			



FIBER PLAN



lat: 41.059025, lon: -90.336947, elev: 1052 ft

SHEET 90

- Pole 185
Corner: 0+00
LWS: 20' 0"
- 142' of 125'-0" MC
- Pole 187
Corner: 1+40
LWS: 20' 0"
1 Ea. Open Guy
1 Ea. Fiber Guy
20' of 125'-0"
- 157' of 1" 125'-0"
- WELL 98-1 (Preston)
XX equipment box

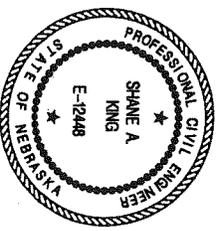
County Road A

Google earth

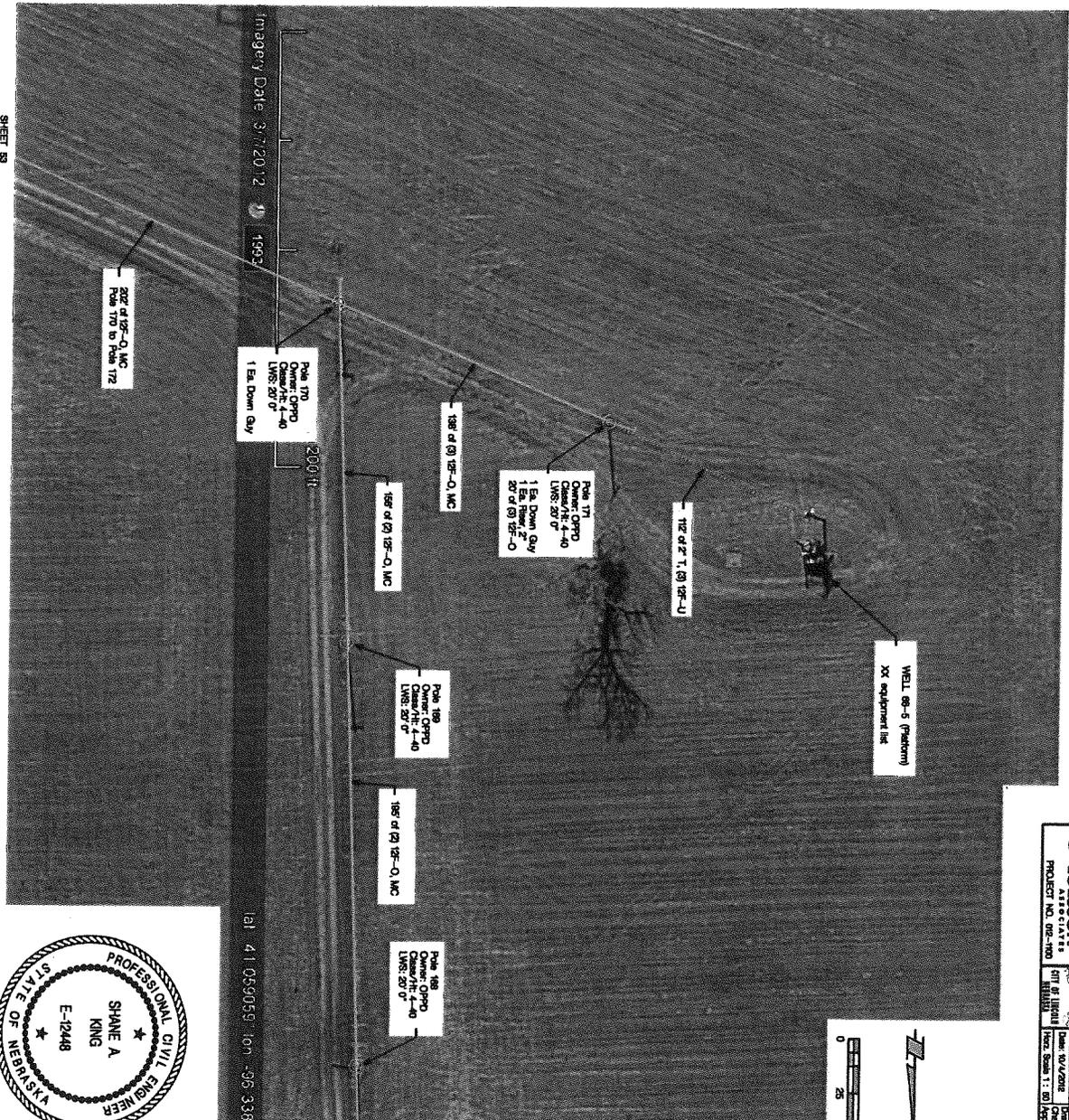
Eye alt: 1978 ft



OLSSON Associates PROJECT NO. 01-150A		PROJECT NO. 1	SHEET NO.
		01/15/2010	90
Date: 10/4/2010	Drawn: JMK	Checked: JMK	Approved: JMK
Plot Scale: 1" = 50'	Plot Scale: 1" = 50'	Plot Scale: 1" = 50'	Plot Scale: 1" = 50'



FIBER PLAN



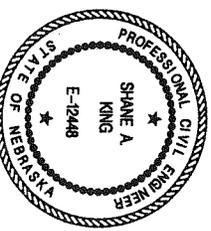
SHEET 53

SHEET 50

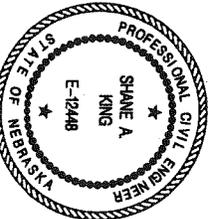
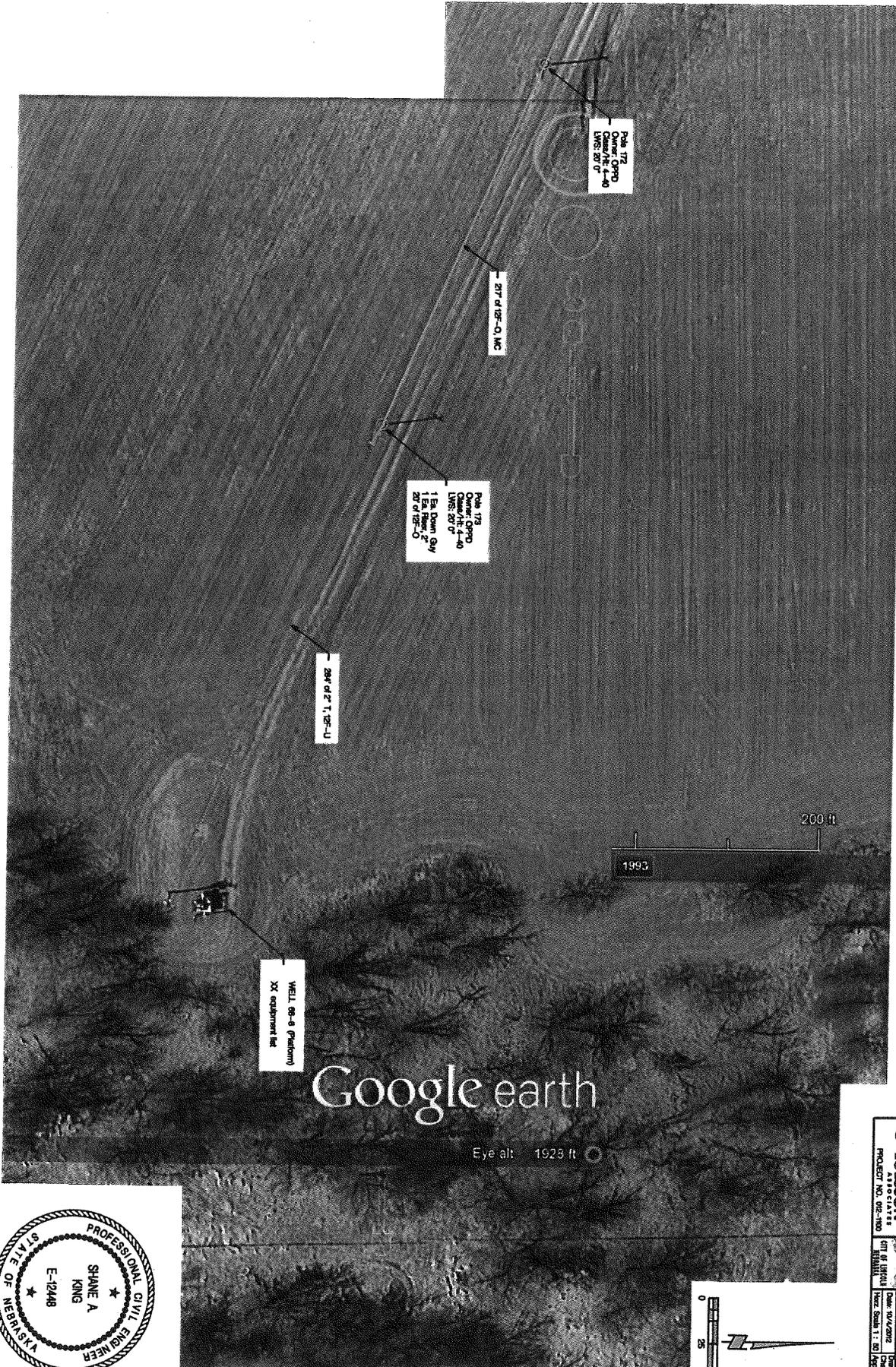
OLSSON
 ASSOCIATES
 PROJECT NO. 012-100

PROJECT NO. 1 SHEET NO. 50

DATE: 10/2/12
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

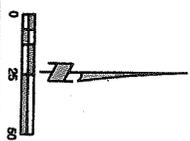


FIBER PLAN



FIBER PLAN

OLSSON ASSOCIATES		PROJECT NO. 012-700	SHEET NO. 52
CITY OF LINCOLN	DATE: 03/04/2012	DRAWN: TMM	SCALE: 1" = 50'
REVISIONS	ISSUED: 03/04/2012	CHECKED: JMK	APPROVED: JMK



LICENSE

(MAKE READY COST)

A license is hereby granted to make the attachments described in this application, subject to acceptance by Licensee of the obligation to pay the actual cost of the following replacement of poles and rearrangement of facilities required to accommodate the specified attachments:¹

<u>Description</u>	<u>Estimated Cost \$²</u>
--------------------	--------------------------------------

OMAHA PUBLIC POWER DISTRICT

BY _____

TITLE LEAD UTILITIES COORDINATOR

DATE _____

The above replacements and rearrangements are approved and the actual costs thereof will be paid to Licensor in accordance with APPENDIX 1 to the License Agreement.³

(Name of Licensee)

BY _____

TITLE _____

DATE _____

- ¹ If any additional replacements and rearrangements other than those described herein become involved, Licensor shall notify Licensee that Licensee's application is to be reprocessed to reflect such additional replacements and arrangements.
- ² While prior to completion of the work Licensor makes only an estimate of the cost involved, Licensee agrees to pay for the actual cost of such replacements and rearrangements.
- ³ If estimated costs shown here are costs prorated between multiple Licensees, and if one or more other licensee fails to pay its prorate share, the actual costs to be paid by licensee will be revised accordingly.

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE

_____ / _____

OMAHA PUBLIC POWER DISTRICT

In accordance with the terms and conditions of the License Agreement between us, dated _____, _____, notice is hereby given that the license covering attachments to the following poles is surrendered (or modified, if indicated);

License No. _____ Dated _____ / _____

Pole Identification Attachment Removed Modification/Surrendered

(Name of Licensee)

By _____
Title _____

Date Notice Received _____ By _____

Checked _____ By _____

STATUE-POLES LICENSED FOR ATTACHMENTS

<u>Poles Licensed</u>		<u>Quantity</u>
Previous Count	_____ / _____	_____
	Appl. No. Date	
Subtracted, this License		_____
New Total		_____

APPENDIX 1

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between OMAHA PUBLIC POWER DISTRICT, therein called Licensor, and LINCOLN WATER SYSTEM, therein called Licensee, dated 10/2/12 (hereinafter called the Agreement) and contains the fees and charges governing the use of Licensor's poles to accommodate the cable, equipment and facilities of Licensee in SAUNDERS COUNTY NEBRASKA

The effective date of this Appendix 1 is 10/2/12

POLE ATTACHMENTS

1. APPLICATION FEE: \$ None per application or (per pole).

The application fee must accompany the application.

- *2. ATTACHMENT FEE: \$ 11.00 per pole, per attachment, per annum.

a. Computation

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

b. Payment Due

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year. Such attachment fees shall become delinquent 30 days after presentment of the bill therefore or on the specified payment date, whichever is later. No further written notice to Licensee shall be required and the failure to make payment before the due date shall constitute a default of this Agreement. Delinquent attachment fees will become part of the Licensee's electric

service accounts with the District and the electric service accounts will be considered delinquent. The delinquent electric service accounts and delinquent attachment fees will be subject to the District's collection and disconnection procedures until paid in full.

c. Termination of License

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

3. OTHER CHARGES:

a. Computation

- (1) All charges incurred by Licensor as a result of applications, inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.
- (2) The charge for replacement of poles shall include the entire nonbetterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.

b. Payment Date

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

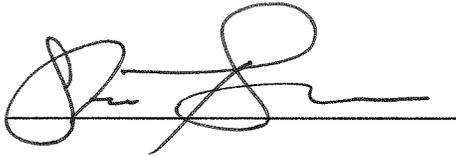
OMAHA PUBLIC POWER DISTRICT

LINCOLN WATER SYSTEM

Licensors

Licensee

By



By

Title

SUPERVISOR - OPAD

Title

Date

10/2/12

Date

APPENDIX 2
ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date hereof, and integral part of the License Agreement between OMAHA PUBLIC POWER DISTRICT, therein called Licensor, and LINCOLN WATER SYSTEM therein called Licensee, dated 10/2/12 (hereinafter called the Agreement) and contains certain minimum requirements and specifications governing the attachment of cables, equipment and facilities of Licensee (sometimes called Attachments in the Appendix) to poles of Licensor in SAUNDERS COUNTY NEBRASKA. The effective date of this APPENDIX 2 is 10/2/12.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its attachments. Attachments generally will be limited to strand-supported cable, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.

2. Any rearrangements of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.

3. The fees and charges specified in APPENDIX 1 shall be applicable to all licenses granted to Licensee hereunder, without regard to the methods of attachment used.

4. Licensee's Attachments shall be plainly identified by appropriate marking satisfactory to Licensor.

5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

6. All requirements of the National Electrical Safety Code referred to herein shall mean the 1997 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simply the Safety Code, or to NESC, have the same meaning.

7. While many of the standards and technical requirements for Licensee's cable equipment and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensor will in its discretion furnish to Licensee written materials which will specify and explain the required construction.

VOLTAGE, POWER, ELECTRICAL INTERFERENCE

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code (Definitions). However, all parts of Licensee's Attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact by the general public, Licensor's workmen or workmen of another licensee having facilities on the same pole.

9. Licensor shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensor's or any other Licensee's communication facilities. Licensee shall, on demand of the Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensor's or any other Licensee's corrosion mitigation measures (e.g., short circuit insulating joints).

GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a Licensor has

III

a ground wire (which is connected to the Licensor's neutral) running down the pole, the cabinet ground can be connected to it. Where a Licensor vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the communication strand and to the Licensee's strand.

13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the Licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such case, the Licensee owning the existing strand shall be responsible for completing the bonding. Licensee may bond its cable sheath to Licensor's common neutral, vertical ground wires, and ground rods at whatever frequency Licensee desires. All vertical ground wires shall be covered by a molding. Ground rods installed by Licensee shall be in accordance with National Electrical Safety Code.

14. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

15. Strands attached to the same bolt do not have to be bonded.

16. Where a Licensee's strand leaves a pole which carries other strands supporting communications cables, and Licensee's strand continues to a pole carrying power facilities but no communications facilities, Licensee's cable shall be.

IV

(a) Bonded to the other communications strands on the pole that it leaves,

(b) Bonded to an effective ground, preferably within two spans but not greater than ten (10) spans, after leaving said pole, and

(c) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Change Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.

18. Any connecting or bonding to Licensor's facilities shall be done by Licensor and the connecting or bonding wire shall be sufficient length to allow Licensor to complete the connection or bond.

CLEARANCES

19. Licensee's Attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below.

	NESC 1997 Edition General Rule
(a) Vertical clearance on poles jointly occupied by communication facilities and power facilities	235
(b) Mid-span clearances between communication facilities and power facilities	235
(c) Crossing clearances of facilities carried on different supports	233
(d) Clearances from street light brackets and associated wiring	238
(e) Clearances of conductors from another line	233
(f) Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239
(g) Clearances in any direction from line conductors and supports, span for guy wires, attached to the same support	235
(h) Vertical clearance of wires above ground or rails	232

The clearance and separations set forth represent conditions most frequently encountered. These values are minimum and greater clearance shall be obtained where possible.

LOCATION AND SPACING

20. Licensor shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables. Where Licensor has installed its own communication circuits (supervisory control circuits) for operation of its electric system, clearance of Licensee's facilities from these communication circuits shall be the same as from Licensor's common neutral conductor.

21. The minimum vertical separation between Licensee's suspension strand when located on the same side of the pole shall be twelve (12) inches from communication facility. Licensee's suspension strand and cable shall be located above communication facilities. Variance of this separation is not under jurisdiction of Licensor.

22. The minimum separation between Licensee's and communication suspension strands specified herein also applies between Licensee's strand and the suspension strand of another licensee, and between two or more strands of Licensee; provided, however, that Licensee may agree with another Licensee to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

23. Licensee's strand-mounted equipment housings and cable drip loops shall be placed at least six (6) inches above communication facilities.

24. Power supply cabinets and other pole-mounted equipment shall not be permitted below communication facilities on a pole where any of the following are present:

- (a) Underground riser cable or pipe.
- (b) Communication terminal.
- (c) Communication distribution terminal.
- (d) Communication closure.
- (e) Communication case.
- (f) Communication air dryer.

VI

- (g) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.

25. Licensee shall be required to place all of its Attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space, as defined in the National Electrical Safety Code (Rule 236).

26. Licensee shall not attach its facilities, except the termination of the bond wire when authorized, to communication strand or suspension bolt.

27. Through bolts may not be placed less than 10 inches from the top of the pole. When through bolts present a hazard to climbing, i.e. extend more than 2 inches beyond the nut, they shall be trimmed to a safe length.

28. Pole steps will not be allowed on any Licensor pole.

LOADING

29. The Licensee shall furnish to Licensor as a part of Exhibit B to this Agreement the details as to the ultimate strength, tension at 60°F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.

30. Licensee shall furnish to Licensor as part of Exhibit B to this Agreement details as to the weight and size of its cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. N.E.S.C. Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where local code designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

31. Licensee may lash its cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensor. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

GUYING

32. Guying will be required on poles where the total unbalanced load including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

33. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C and 282).

34. Guy guards shall be installed in compliance with N.E.S.C. Rule 282E.

35. Licensee may attach its guy to Licensor's anchor rods where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

36. More than one Licensee may use a common guy to sustain their combined load.

37. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where Licensee's guy parallels Licensor's guy with insulator. Licensee's guys shall not short circuit Licensor's guy insulators.

38. Cross guying of Licensee's guys with Licensor's guys is not allowed.

39. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

OMAHA PUBLIC POWER DISTRICT

LINCOLN WATER SYSTEM

Licensors

Licensee

By



By

Title

SUPERVISOR - OPPO

Title

Date

10/2/12

Date

RULES GOVERNING LICENSEE'S ATTACHMENTS TO POLES OF LICENSOR ISSUED
PURSUANT TO ARTICLE VI (b) OF THE AGREEMENT BETWEEN

OMAHA PUBLIC POWER DISTRICT AND LINCOLN WATER SYSTEM

DATED

10/2/12

1.00 APPLICATION FOR ATTACHMENT

- 1.01 In the interest of both Licensee and Licensor to maintain current map records and attachment counts, the method of preparing Application for Pole Licenses, hereinafter called "Applications" and Notice of Removal of Pole Attachment hereinafter called "Removal" will be as hereinafter designated.
- 1.02 An Application or Removal shall be filled out for each quarter section. The Application or Removal can cover less than but shall not exceed more than one quarter section. (The quarter section must be listed on drawing (i.e. R12E T14N Sect 22 NW)).
- 1.03 Drawings provided by Licensee shall not exceed one of the following sizes per Application:
 - A size drawing 8½" X 11"
 - B size drawing 11" X 17"
 - C size drawing 17" X 22"
 - D size drawing 24" X 30"
 - E size drawing 30" X 42"
- 1.04 Licensee shall complete the Application(s) or Removal(s) except for the Licensor's application number and forward to Licensor. Applications shall include a filled out Pole Attachment Form(s) or Removal Form(s) and two (2) copies of a clearly marked drawing (CommScope data when applicable).
- 1.05 Pole locations on drawings accompanying Application(s) or Removal(s) shall be to scale and identifiable by relative position to streets and/or addresses. Span lengths shall be shown.
- 1.06 Licensor shall assign the Application a number and if license is granted, return a copy with letter to Licensee.
- 1.07 If "Make Ready Costs" are required the Licensor will inform the Licensee in writing explaining the reasons. If the Licensee chooses to proceed a request in writing will be made to the Licensor.

- 1.08 After receipt of the written request the Licensor will prepare a "Make Ready Cost" estimate and return to Licensee.
- 1.09 If the Licensee agrees with the estimate, the "Make Ready Cost" document is signed and the original is returned to the Licensor. The Licensor will then proceed with the work.
- 1.10 After Licensor has completed all work in conjunction with the "Make Ready Cost" and actual costs are available, Licensor will submit a bill to Licensee.
- 1.11 When multiple pole license applications are received by the Licensor (prior to any work done on the pole or poles by the initial Licensee) the Licensor will notify the Licensees by telephone and confirm in writing the need for "Make Ready Cost". A reply in writing within seven (7) days and shall be required from each Licensee indicating the willingness to share the expenses in rearrangement or replacement of Licensor facilities to provide space for more than one Licensee. Any pole license applications which had been issued prior to the receipt of the other application(s) shall be void.

2.00 NOTICE OF REMOVAL

- 2.01 Licensee shall complete notification portion of Removal, except for application number and forward to Licensor together with two (2) copies of a drawing showing which poles are being vacated. Each Removal notification shall cover only one quarter section.
- 2.02 Licensor shall assign the application a number, date and sign the acknowledgment, complete status section of Removal, and return a copy to Licensee.

3.00 TRANSMITTAL OF FORMS

- 3.01 All Applications for Attachments and Notices of Removal and associated drawings are to be mailed to:

LEAD UTILITIES COORDINATOR
OMAHA PUBLIC POWER DISTRICT
444 SOUTH 16TH STREET MALL, 2E/EP2
OMAHA, NEBRASKA 68102-2247

4.00 CONSTRUCTION

- 4.01 Licensee shall install, maintain and remove its facilities in accordance with the requirements and specifications of the National Electric Safety Code, National Electrical Code, Nebraska Electrical Safety Code, Municipal Codes, County Codes, the Occupational Safety and Health Act of 1970 and all Standards, Rules, Regulations and Orders issued pursuant thereto, and the Nebraska Public Service commission. (See Figures 1, 2, 3, 4 and 5)
- 4.02 Licensor has in its joint use agreements, arrangements and practices with telephone companies, reserved pole space for Licensor's facilities. Licensee shall attach its facilities at the lowest possible point of a pole to minimize adjustment in its facilities when Licensor desires use of reserved pole space not presently used. Licensee may use Licensor's reserved pole space with the understanding that Licensee will relocate its facilities, in accordance with this Agreement, when Licensor desires to use the reserved pole space.
- 4.03 Licensee's attachments, permanent or temporary, shall not be attached to poles that have been or will be purchased for environmental considerations. This includes steel poles, special wood poles for street lighting, special wood poles for distribution circuits, and any pole where specific agreements between the Licensor and a governmental body, existing and future, limits attachments to the poles. No attachments will be allowed on transmission structures or poles 69,000 volts and above unless electrical distribution circuits are also present on said poles.
- 4.04 Licensee shall file with Licensor's Section Manager of Construction in Electric Operations Division the names and telephone numbers of Licensee's personnel responsible for the engineering, construction, and day to day field operation of Licensee's facilities before Licensee makes any attachments to any pole to which Licensor has attached its facilities. Licensee's responsible field operation personnel shall be available 24 hours a day, seven days a week.
- 4.05 Licensor shall complete relocation of its facilities to provide proper clearance before Licensee attaches its facilities to poles supporting Licensor's facilities.
- 4.06 Licensee shall secure at its own cost, all necessary easements and permits prior to installing its facilities.
- 4.07 A climbing space having the horizontal dimensions of 30 inches square shall be provided past TV cables and telephone cables (including service drops). (Fig. 1) This climbing space shall extend 40 inches above the TV cables and 40 inches below the TV cables and/or telephone cables. This climbing space shall be on the side of the pole which does not also include underground power cable risers, underground telephone cable risers, power control equipment, telephone

cabinets, traffic control signals, or traffic control equipment.

- 4.08 Licensee's power supplies shall be located outside the climbing space past TV and telephone plant, and shall be located (except for galvanized rigid supply conduit) a minimum of 40 inches below all Licensor's facilities. (Fig. 2) The supply conduit weatherhead and arrester shall be approximately 12 inches below Licensor secondary. These power supplies shall not be located on primary junction poles or poles having any of the following items attached to the pole; underground power cable riser, power capacitors, power transformers, telephone cable riser, telephone cabinet, traffic control signals and/or equipment.
- 4.09 Licensee's facilities shall be placed on same side of pole as telephone company cable attachment. Where there is no telephone attachment, Licensee's facilities shall be placed on same side of pole as the licensor's secondary wires or common neutral wire.
- 4.10 Licensee's attachment shall be at least 60 inches below all primaries (2400 volts or above).
- 4.11 Licensee shall not attach underground facilities to any junction poles, cable terminal poles, LB (Load-Break) switch poles, capacitor poles, or regulator poles.
- 4.12 Licensee shall obtain permits from property owners where tree trimming is required. See Figure 3 for tree trimming permit form.
- 4.13 Licensee shall divide its area in sections and will schedule its work 2 weeks in advance. Licensee shall establish a finish date for each area prior to starting work.
- 4.14 Licensee shall drill the minimum number of holes in a pole. Unused holes shall be plugged with "penta" treated plugs.
- 4.15 Licensee shall use pole brands for pole attachments on all corner poles. Attachments to tangent poles shall be by means of standard $\frac{3}{8}$ inch galvanized thru bolts.
- 4.16 Where Licensee has to install an additional "in line" anchor, it shall be a minimum of 3 feet from any other anchor.
- 4.17 Where Licensee uses joint anchor with Licensor, Licensee shall install a strain insulator in down guy.
- 4.18 Licensee's guying shall be installed prior to strand installation.
- 4.19 Licensee's cable stringing trailers shall be equipped with adequate brakes on cable reels. These must meet Licensor's approval.

- 4.20 Licensee's stringing equipment shall be equipped with grounds.
- 4.21 Licensee's construction or contractor personnel shall wear hard hats in Licensee's cable construction areas.
- 4.22 Licensee's construction or contractor vehicles shall have a company name attached or painted on vehicle and visible to the public at all times.

I hereby give permission to: NAME OF TELECOMMUNICATIONS SERVICE OR
TREE TRIMMING COMPANY

- () Trim Trees
- () Top Trees
- () Cut Down Trees
- () Other _____

INTERFERING WITH SERVICE OF THE
NAME OF COMPANY

I am the owner or have full authority from the owner to give this permission.

LOCATION: _____ PHONE: _____

Permission granted by: _____

Verbal permission by: _____

Permission not granted: _____

DATE: _____ FOREMAN: _____

COMMENTS: _____

TRIM	CUT DOWN
Round off: _____	Species: _____
Trim top: _____	Height: _____
Trim side: _____	Diameter: _____
Trim directional: _____	Number trees removed: _____
Original Trim: _____	SPRAY
Repeat Trim: _____	Stump: _____
_____	Stubble: _____

figure 3