

## MEMORANDUM

**TO:** Finance, Expenditure and Legal Subcommittee

**FROM:** Justin Novak, Project Manager

**SUBJECT:** Review and Recommendation on Fourth Addendum to Interlocal Agreement with City of Blair for Washington County Rural Water #2

**DATE:** June 30, 2022

---

This Fourth Addendum to the Interlocal Agreement with the City of Blair is transfer of ownership for the Water Tower, Supply Main, and Point of Delivery Vault. It also includes the conveyance of the property deed and easements to the City of Blair.

The original interlocal agreement had these transfers happening once the revenue bonds were completely paid off. Since the City of Blair has taken over the duties of operation, repairs, maintenance of the tower and grounds since 2016. The District feels now is an appropriate time to transfer full ownership and O&M to Blair permanently with this new addendum.

**It is staff's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Fourth Addendum to the Interlocal Agreement with the City of Blair for Washington County Rural Water #2, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

**FOURTH ADDENDUM**

**TO**  
**INTERLOCAL COOPERATION ACT AGREEMENT**  
**BY AND AMONG**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**AND**  
**THE CITY OF BLAIR, NEBRASKA**  
**FOR**  
**WASHINGTON COUNTY RURAL WATER PROJECT NO. 2**

---

THIS FOURTH ADDENDUM (hereinafter referred to as “**THIS ADDENDUM**”) amends the INTERLOCAL COOPERATION ACT AGREEMENT (hereinafter referred to as “**THE AGREEMENT**”) relating to the WASHINGTON COUNTY RURAL WATER PROJECT NO. 2 (hereinafter referred to as “**THE PROJECT**”) that was executed in 2003 pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801 to 13-827 R.R.S. 1997, *et seq.*, by and among the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska (hereinafter referred to as the “**NRD**”); the CITY OF BLAIR, a municipal corporation of the State of Nebraska (hereinafter referred to as the “**CITY**”); and, the COUNTY OF WASHINGTON, a subdivision of the State of Nebraska (hereinafter referred to as the “**COUNTY**”). The NRD and the CITY are hereinafter referred to collectively as the “**PARTIES**”.

**WHEREAS**, THE AGREEMENT was originally entered into between the NRD, CITY and COUNTY.

**WHEREAS**, the NRD, CITY and COUNTY mutually agreed to terminate the COUNTY’s participation in THE AGREEMENT and the COUNTY’s status as a party to THE AGREEMENT.

**WHEREAS**, the CITY and NRD agreed to proceed under THE AGREEMENT as amended.

**WHEREAS**, the PARTIES desire to modify THE AGREEMENT through THIS ADDENDUM to transfer ownership of certain real and personal property for the PROJECT.

1) THE AGREEMENT is amended as follows:

Paragraph 30(a) is deleted in its entirety and replaced with the following:

- a) The NRD shall own all portions of the PROJECT except WATER TOWER, the WATER TOWER SUPPLY MAIN, and the POINT-OF-DELIVERY vault and the equipment therein (such WATER TOWER, the WATER TOWER SUPPLY MAIN, and the POINT-OF-DELIVERY are herein collectively referred to as the “CITY PORTIONS OF THE PROJECT”).

Paragraph 30(c) is deleted in its entirety and replaced with the following:

- c) The NRD shall grant and convey to the CITY all property rights to the CITY PORTIONS OF THE PROJECT, as built, and the sites thereof through a deed in substantially similar form as Exhibit “A” and assignment of easement in substantially similar form as Exhibit “B” upon the execution of THIS ADDENDUM.

2) Except as modified by THIS ADDENDUM or previous addenda, THE AGREEMENT is ratified and confirmed in all respects

3) THIS ADDENDUM shall become effective upon its execution by all PARTIES.

**IN WITNESS WHEREOF**

THIS ADDENDUM is executed by the NRD on \_\_\_\_\_, 2022.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**

THIS ADDENDUM is executed by the CITY on \_\_\_\_\_, 2022.

**CITY OF BLAIR, NEBRASKA**

By \_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_

**City Clerk**

# EXHIBIT “A”

When Recorded, return to:  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> Street  
Omaha, Nebraska 68138  
Attn: General Manager

**SPECIAL WARRANTY DEED**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska (“Grantor”), in consideration of One Dollar and other good and valuable consideration received from the **CITY OF BLAIR, NEBRASKA**, a municipal corporation (“Grantee”), does hereby convey to Grantee, the following-described real estate (as defined in Neb. Rev. Stat. 76-201):

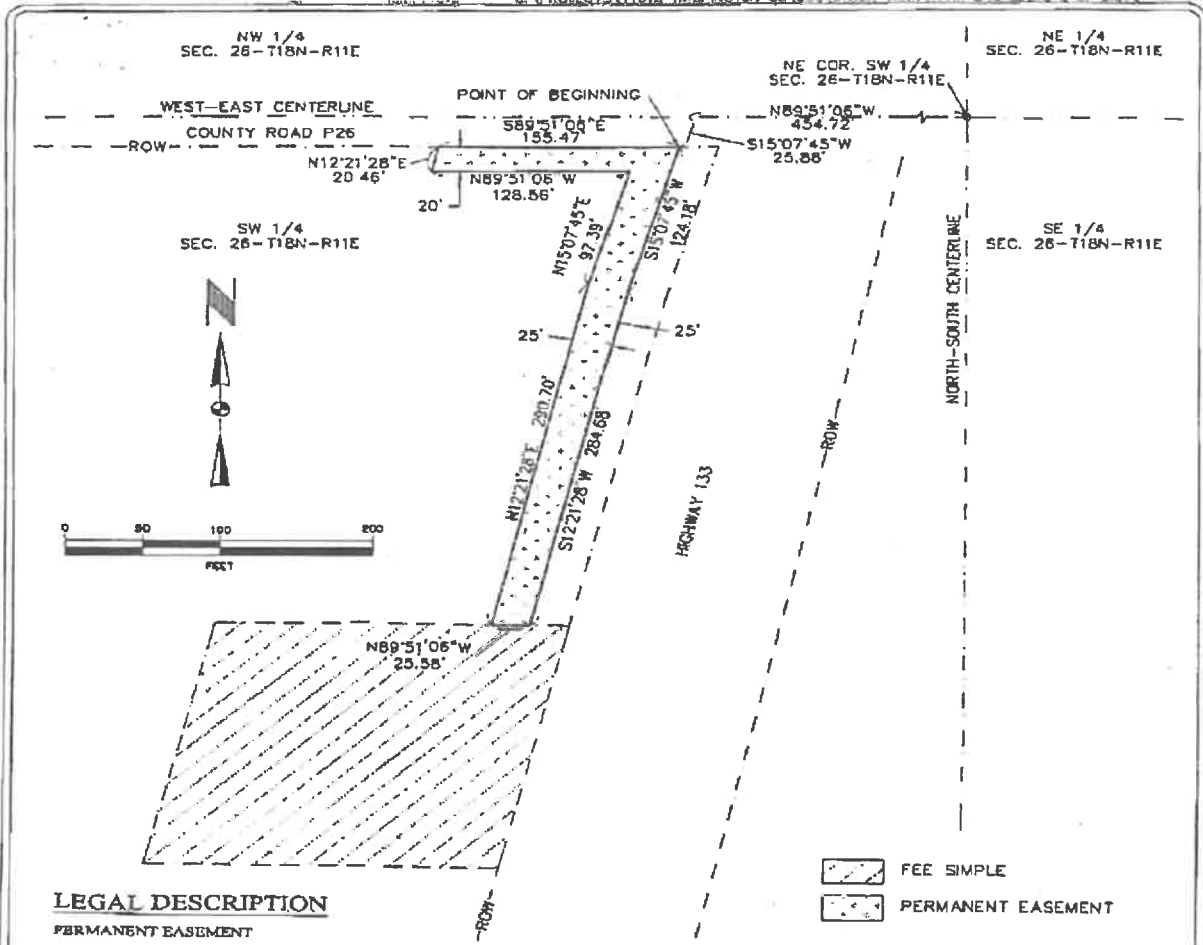
**See Exhibit “A” attached hereto**

Grantor covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that the real estate is free and clear from all liens, encumbrances, restrictions and easements **except** for those matters described on **Exhibit “B”** attached hereto;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through or under Grantor.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]





**LEGAL DESCRIPTION**

**PERMANENT EASEMENT**

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, NEBRASKA, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 454.72 FEET;

THENCE SOUTH 15 DEGREES 07 MINUTES 45 SECONDS WEST, A DISTANCE OF 25.88 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD P26 AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 15 DEGREES 07 MINUTES 45 SECONDS WEST, A DISTANCE OF 124.18 FEET;

THENCE SOUTH 12 DEGREES 21 MINUTES 28 SECONDS WEST, A DISTANCE OF 284.68 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, A DISTANCE OF 25.88 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 28 SECONDS EAST, A DISTANCE OF 290.70 FEET;

THENCE NORTH 15 DEGREES 07 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.39 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.56 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.46 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 06 SECONDS EAST, A DISTANCE OF 155.47 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS AN AREA OF 0.29 ACRES, MORE OR LESS

-  FEE SIMPLE
-  PERMANENT EASEMENT

2 OF 2  
 MAY 04  
 71613  
 sheet

Project WASHINGTON COUNTY RURAL WATER  
 ELEVATED RESERVOIR SITE  
 Client PAPIO-MISSOURI RIVER NRD  
 sheet LEGAL DESCRIPTION

DHP  
 CAC  
 MGS

**hgm**  
 ASSOCIATES INC.  
 ENGINEERS ARCHITECTS SURVEYORS

**EXHIBIT 'A'**

151



# EXHIBIT “B”

WHEN RECORDED RETURN TO:  
Husch Blackwell, LLP  
13330 California Street Suite 200  
Omaha, NE 68154  
Attn: Brent A. Meyer, Esq.

### **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment"), is made as of \_\_\_\_\_, 2022, by and between Papio-Missouri River Natural Resources District, a Nebraska political subdivision, ("Assignor"), and City of Blair, Nebraska, a municipal corporation ("Assignee").

WHEREAS, Assignor and Assignee signed the Fourth Addendum to an Interlocal Cooperation Act Agreement ("Agreement"), which Agreement contemplates the conveyance of certain permanent easement rights, including, without limitation, the easements lying, being, and situate in the County of Washington, State of Nebraska.

WHEREAS, the Assignor has certain permanent easement rights through the following instrument recorded with the Register of Deeds, Washington County, Nebraska: Permanent Easement recorded on June 29, 2004 in Book 441 at Page 147-151. Copy of the Easement is attached hereto as **Exhibit A**;

NOW, THEREFORE, pursuant and subject to the terms of the Interlocal Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's rights, title, duties, obligations and interest in and to the Easements to Assignee, and Assignee hereby accepts such assignment and hereby assumes and agrees to be bound by the Easements including all rights and liabilities of Assignor thereunder from and after the date of this Assignment and to perform all duties and obligations of Assignor under the Easements from and after the date of this Assignment.
2. Assignor and Assignee agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Assignment.

3. This Assignment is being delivered pursuant to the Interlocal Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the Interlocal Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.

4. This Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

5. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska

By \_\_\_\_\_  
JOHN WINKLER, General Manager

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF SARPY        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by John Winkler as General Manager, on behalf of the Papio-Missouri River Natural Resources District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires:

\_\_\_\_\_  
[SEAL]

**CITY OF BLAIR, NEBRASKA,**  
a municipal corporation

By \_\_\_\_\_  
RICHARD HANSEN  
Mayor

**ATTEST:**

\_\_\_\_\_

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by Richard Hansen as Mayor, on behalf of the City of Blair, Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires:

\_\_\_\_\_  
[SEAL]

EXHIBIT "A" to ASSIGNMENT OF EASEMENT

ASSIGNED EASEMENT