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b. The Permittee has the option to request the extension of the term of this Permit for one additional period of five (5) years, but in no event beyond April 30, 2020, unless sooner terminated earlier in accordance with this Permit or any applicable Federal, state or local statute or regulation, policy, directives and standards, etc., whether in force now or as promulgated in the future.

c. Such option must be requested not later than thirty (30) days prior to the termination of this Permit; and, at the time of the request the Permittee shall have paid all previous Permit and or administrative fees due to the Commission and or Reclamation, as required by the terms of this Permit.

d. A request to renew this Permit may be denied by the Commission for any of the following reasons:

(1) If renewal is determined not to be in the public interest or national security, inclusive of Project purposes, Safety of Dams or Flood Plain Management requirements.

(2) If it is determined that the needs of the Project or the general public for the Lot and or the surrounding area are sufficient to be inconsistent or incompatible with continue use of the land for cabin lots.

(3) Failure of the Permittee to comply with the terms and conditions of this Permit.

e. The Commission may include in any subsequent permit any terms and conditions that are necessary and appropriate in the discretion of the Commission and to reflect or include any applicable Federal, state, or local statute or regulation, policy, directives and standards, etc., whether in force now or as promulgated in the future rules, laws, regulations, current policy, fair market value, etc.

5. PERMIT AND ADMINISTRATIVE FEES - The Permittee shall pay to the Commission an annual permit fee and administrative fee, as follows:

a. The Permittee shall pay to the Commission an initial permit fee of \$544.00, due on the date the Permittee signs this Permit. The sum of \$544.00 per year is the assessed Fair Market Value for the use of the Lot.

b. The Permittee shall pay to the Commission an annual permit fee of \$544.00, for each of the subsequent years during the term of this Permit. Subsequent annual permit fees will be due and payable on or before the anniversary date of this Permit for each subsequent year this Permit is in effect.

c. At the conclusion of the term of this Permit the Commission may adjust the annual fee for the next permit, should the Commission determine to extend this Permit, by adding together the total rise or fall of the Consumer Price Index for the preceding five year term and applying it against the preceding five year rent. This amount shall be calculated simply, not compounded within the five year term.

d. In the event of any delinquency, the Permittee agrees to pay the Commission 1%

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interest per month (12%/annum) of all outstanding balances due and payable to the Commission after 30 days as provided by Section 45-104, Revised Statutes of Nebraska. Failure to pay any rental by the date prescribed shall be considered just and sufficient cause for forfeit and termination of the Permit.

e. Additional costs incurred by the Commission and or Reclamation associated with administering this Permit, may be reimbursable and payable by the Permittee.

(1) Additional administrative-incurred costs may be associated with the Permittee's building, construction and Lot development activities, off-Lot shoreline development activities (specified in Article 13), etc. Payment by the Permittee for reimbursement of additional administrative-incurred costs shall be made to the Commission and or Reclamation as stipulated in any billing notice.

(2) Additional administrative-incurred costs may be associated with the Permittee's Lot activities requiring oversight activities, National Environmental Policy Act (NEPA) compliance and National Historic Preservation Act (NHPA) compliance. Payment by the Permittee for reimbursement of additional Commission- and or Reclamation-incurred costs shall be made to the Commission or Reclamation as stipulated in any billing notice. The Permittee must pay the amount requested before the Commission and or Reclamation will continue processing the application.

f. The Permittee shall notify the Commission of any address change occurring during the term of this Permit to ensure billing notices are mailed to the correct address.

g. All water obtained directly from the reservoir is considered project water and may be subject to payment to Reclamation. Reclamation may enter into a water service contract with the Permittee for their use of reservoir water for irrigation (i.e. watering lawn, trees, gardens, etc.) purposes.

By accepting this Permit, the Permittee waives all rights to protest or appeal increases in fees established by the Commission.

6. SALE, REMOVAL, ASSIGNMENT OR TRANSFER OF CABIN AND ASSOCIATED FACILITIES - All sales, removal, assignments, transfers, demolition, or other disposal of the Cabin and associated improvements are subject to the following:

a. This Permit and the rights and privileges granted hereunder are solely between the Commission and the Permittee and may not be sold, bartered, assigned, transferred or used as collateral by the Permittee.

b. With the Commission's prior written approval, the Permittee may transfer the Permit to the Permittee's spouse, child over the age of 18 years, or grandchild over the age of 18 years; or in the event of the death of the Permittee, the Permit may be transferred to the Permittee's surviving spouse, child over the age of 18 years, or grandchild over the age of 18 years. The Commission must be notified within 60 days of the death of the Permittee. The Commission reserves the right to amend the Permit to reflect or include all applicable Federal, state or local statute or regulation, policy, directives and standards, etc., whether in force now or as promulgated in the future.

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c. The Lot may not be subleased or in any manner conveyed or assigned to a person or entity not specified on the Permit.

d. The Commission must be notified by the Permittee at least 30 days prior to finalization of any action covered by this Article; and, the Commission's prior written approval to sell, barter, or transfer (except as described in (b) above) the Cabin or associated improvements must be obtained before the action is finalized.

e. In the event the Commission approves the sale, barter or transfer of the Cabin and associated improvements to an approved new owner, this Permit is terminated and the Commission will issue a new permit for the remaining term of this Permit.

f. In the event the Cabin and or associated improvements are sold, bartered, or transferred without the Commission's prior written approval, this Permit is terminated and the Commission is under no obligation to issue a new permit to the person(s) obtaining possession of the Cabin or associated improvements. Should the Commission not issue a new permit to the person(s) obtaining possession of the Cabin or associated improvement, said person(s) shall have 30 days to remove the Cabin or associated improvements from the Lot.

g. All permanent improvements to the land, including trees, shrubs, turf, septic systems, vault toilets, wells, retaining walls, permanent stairways leading to the waterfront, waterfront facilities excluding docks, and other similar improvements (the Cabin and directly associated improvements excepted), become fixed property and must remain with the Lot, unless their removal is otherwise approved or directed by the Commission. All permanent improvements remaining with the Lot become the property of the United States, with no reimbursement being given to the Permittee for such improvements, subject to the provisions of Article 15.

h. A \$10.00 processing fee will be paid by the new Permittee to the Commission for the issuance of a new Permit.

7. PUBLIC ACCESS

a. The shoreline and designated access to the shoreline will at all times be open to the public, and the Permittee shall not restrict or give the impression of restricting public shoreline access by fencing, gates, posting of no trespassing signs, or by any other means.

b. Permittee will recognize and honor the right of access of the public and neighboring permittees along established roadways, trails, and lot lines which may cross permitted lots.

c. Permittee is not required to allow public parking on the designated Lot.

8. BOUNDARIES - The Lot boundary survey and related markers are Federal property and are not to be disturbed. These markers are defined by permanent stakes or monuments which were placed under the authority of and with the approval of Reclamation. It shall be the responsibility of the Permittee to protect such monuments and notify the Commission if such monuments are removed, damaged, or appear to be endangered by human or natural processes. Any monuments damaged, defaced, disturbed, removed, or concealed by the Permittee, or by negligence on the part of the Permittee, shall be corrected by Reclamation's surveyor at the expense of the Permittee. The Permittee will not expand any of his/her improvements onto

another lot or surrounding land.

9. **REVIEWS AND INSPECTIONS** - The Permittee agrees that the Commission and or Reclamation and its representatives may have full access to the above-described Lot. The Commission and or Reclamation and its representatives may also, during reasonable daylight hours, have access to and inspect the exterior of the Cabin or other improvements, structures or facilities on the Lot. The Commission or Reclamation may not inspect the interior of the Cabin or associated improvement without the approval and presence of the Permittee or the Permittee's designated representative. The Commission will conduct an annual compliance review of all existing cabin lots and associated improvements, and at least once every 5 years, a review, pursuant to 43 CFR Part 429.32, will be made to determine, if there is a greater public need to convert the cabin lots to other short-term recreation uses and if the following criteria, at a minimum, are being met: (1) environmental requirements; and (2) public health and safety.

10. **SANITATION AND WASTE DISPOSAL** - Sanitation and waste disposal within and for the permitted Lot shall be in accordance with the following provisions:

a. The Permittee shall conform to local, state, and Federal standards for disposal of domestic sewage and other waste and litter resulting from the Permittee's occupancy and use of the Lot.

b. The Lot shall be kept free of garbage, trash, refuse, debris, and any other unsightly objects. Garbage, etc., shall be stored in watertight covered containers until disposed of. All disposals must conform to the rules and regulations of appropriate local, county or state agencies. Garbage, etc., shall not be burned on the Lot.

c. Permittees shall not place or dispose of their debris, garbage, trash, or other unsightly objects in or near containers provided by the Commission within public recreation areas.

d. All existing sewage/septic disposal systems and facilities shall be inspected within 1 year of the effective date of this Permit by a county or state approved inspector to ensure that applicable wastewater disposal standards are being met and to ensure that untreated effluent is not seeping into the reservoir. Within 14 days of receiving the inspection report, the Permittee shall provide the inspection reports or official copies thereof to the Commission. The inspector will inform the Permittee that the sewage/septic system is one of three conditions – passed, non-compliant, or failed.

(1) A passed sewage/septic system is totally functional and meets current health code.

(2) A non-compliant sewage/septic system (does not meet code but system is still functioning) must be brought up to code within 120 days of the inspection. Following corrective action, Permittee will request another inspection to ensure code compliance. Permittee shall submit inspection reports or official copies of the report to the Commission.

(3) A failed sewage/septic system (system not functioning and raw sewage is being discharged onto/into the ground or reservoir) must be repaired or replaced within 120 days of the date it was determined to be non-functional. The Permittee must immediately stop using the failed system and take corrective action to remove sewage from Reclamation lands and waters. If the Lot characteristics do not allow a failed system to be repaired or replaced to meet

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health codes, and no other viable options are identified, the Permit will be terminated upon the date of such determination. Permittee shall be responsible for all clean-up and remedial actions to deal with any sewage discharge and shall reimburse the Commission for any expense incurred by the Commission in administering or addressing any sewage discharge on the Permittee's Lot.

e. The Commission will not approve the transfer or renewal of any Cabin Permit without proof of a current sewage disposal system permit. All expenses for inspections and achieving compliance are the responsibility of the Permittee. Permittee shall obtain an inspection of the Lot's sewage disposal system every 5 years and shall comply with all reporting requirements and any necessary corrective action, as described above.

f. No raw or insufficiently treated sewage, solid waste, or other refuse shall be dumped into the Reservoir or stored or released at a location where such could be deposited in the reservoir or on associated public lands.

g. All outhouses shall be vaulted and inspected to meet state health standards or removed.

h. Any Permittee having a holding tank on its Lot located within the flood pool (elevation 2386.2 above mean sea level) must have it sealed waterproof tight to not leak sewage. Any holding tank located within the flood pool must have $\frac{1}{2}$ or more capacity of liquid or sewage in it as of October 15 of each year to keep it in place in case of a flood event. This Permit may be terminated if any holding tank leaks or pops out of the ground.

11. CONSTRUCTION, REPLACEMENT OR MODIFICATIONS - Construction, replacement, maintenance, and modifications to the Lot, Cabin or associated improvements shall be subject to the following:

a. All construction, improvements, or alterations to the Lot, Cabin or associated improvements (other than routine and emergency maintenance), including any garages, carports, sheds, patios, decks, walkways, and stairway, shall be approved in writing by the Commission prior to initiation of the action, and the Permittee shall comply faithfully with all plans, specifications and applications as approved. The decisions to issue any approval or permission to construct, improve, maintain or otherwise alter the Lot, Cabin or associated improvements shall be at the discretion of the Commission.

b. Requests for Lot, Cabin or associated improvement construction or development activities, along with detailed plans or sketches and a schedule for completion, must be submitted in writing to the Commission at least sixty (60) days before the Permittee proposes to commence activity. A sample Project Application form with information required on the application is attached as Exhibit B to this Permit. While these drawings need not be professional architectural sketches, they must be in scale and show the following: (1) floor plan, (2) front and side elevation, (3) location of all intended improvements on the Lot including toilets, walks, drives, well, etc., and (4) the type of materials that are intended to be used will be indicated on the drawings. All drawings will be submitted in duplicate.

c. The Permittee shall complete construction of any approved activity previously described within twelve (12) months of receiving such approval, otherwise the approval shall expire and the Permittee must reapply for new written Commission approval. Upon completion of any approved activity the Permittee shall submit to the Commission detailed "As Built" drawings.

d. Construction, replacement, maintenance, and modifications to the Lot, Cabin or associated improvements shall comply with applicable Federal, State, county, and local building codes, ordinances, regulations and policies (e.g., township building codes, county building codes, State Health Department regulations, Reclamation policy, etc.).

e. Obtaining prior written approval from the Commission for an undertaking described herein does not relieve the Permittee of obtaining or securing any or all appropriate building, electrical, plumbing permits, or utility and road crossing permits, etc., from the appropriate State or local regulatory agency. Lacking such appropriate permits, prior written approval from the Commission may not constitute the authority to begin construction, replacement, maintenance, or modification activities. It is the responsibility of the Permittee to identify and obtain all such appropriate permits before beginning any such activities.

f. NEPA and NHPA compliance may be required for all building construction and Lot development activities. NEPA and NHPA compliance shall cover activities on the permitted Lot and areas outside the permitted associated with providing electrical power, domestic water, sewage disposal, telephone, etc., to the Lot. Reclamation is the agency responsible for ensuring NEPA and NHPA compliance for activities at Enders lands; and, Reclamation may bill the Permittee for any and all of these associated costs in connection with the preparation and approval of such compliance activities. The Commission may also require an equivalent state approved compliance document.

g. The Permittee shall be particularly alert in land-disturbing operations and shall take all reasonable and necessary precautions to protect and preserve historic, prehistoric, archaeological, and paleontological resources on and adjacent to the permitted Lot. If such resources be discovered during land disturbing operations, the Permittee shall immediately suspend work within the vicinity of the resource in question and notify the Commission and Reclamation of the suspected resource. Reclamation will promptly have the area inspected to determine its significance and the appropriate actions to follow (salvage, test excavation, etc., and resumption of operations). All objects salvaged from project lands Enders Reservoir are the property of the United States and will be turned over to Reclamation for dispensation. The Permittee will be responsible for any damage to affected resources.

h. This Permit is not issued in perpetuity and is subject to cancellation, termination or non-renewal; in constructing, replacing, maintaining or modifying the Lot, Cabin or associated improvement, the Permittee assumes the risk that the Permittee may be required to vacate the Lot and remove the Cabin or associated improvements at any time. If such event should occur, the Permittee may be allowed a period of 90 days to remove their privately owned improvements, provided such removal is made without material damage to the Lot. In the event the improvements are not removed within the time allotted, they will be declared abandoned and become the property of the Commission free from any claim for damage. Should the commission determine that any of the privately owned but abandoned property must be removed; the Commission shall remove the property in any manner of its decision and bill the Permittee the cost of such removal and restoration of the premises to its original condition.

12. BUILDING AND LOT SPECIFICATIONS

a. No building will be constructed below elevation 3127.0, above mean sea level.

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b. Cabin shall not be constructed larger than 700 square feet, garage not included. One garage not to exceed 600 square feet of floor space may be approved, provided such building is not used for living space. One storage shed not to exceed 120 square feet may be approved, provided that it is not used for living space.

c. The location of the cabin, garage and shed on the Lot shall be at least ten feet from each side property line, forty feet from the center of the roadway or twenty feet from the front property line, whichever is greatest, and twenty feet from the rear property line.

d. A Cabin or associated improvements (including garage and shed) shall not be constructed so as to exceed a single story in height. Basements or partial basements shall not be approved by the Commission. The Cabin or associated improvement shall not be erected with foundation pillars or stilts exceeding 36 inches in height above ground level. If pillars or stilts less than 36 inches in height are approved by the Commission, such pillars or stilts shall be enclosed.

e. A Cabin and associated improvements shall be constructed of such material so as to blend with the natural landscape, i.e. logs, shakes, rough lumber, finished siding or native stone. Siding or roofing materials of a temporary nature, i.e. tarpaper or rolled roofing, will not be permitted. All structures shall employ only non-reflective roofing materials.

f. A Cabin and associated improvements shall be finished with paint or stains of earth-tone colors. Bright, disharmonious finishes will not be approved.

g. All heating equipment and electrical service will conform to the latest edition of the National Board of Fire Underwriters Building Construction Manual. The Permittee shall be fully responsible for making all arrangements for electrical service and all costs attached thereto.

h. Water and sanitary sewer facilities will be constructed and located in accordance with the directions of the Nebraska Department of Health. The Permittee shall be financially responsible for the entire cost of any water or sewer service.

i. House or camp trailers, or similar mobile units will not be approved for either temporary or permanent installation on the Lot.

j. The Permittee shall maintain the Lot and improvements thereon in a good state of repair.

k. The Permittee shall not cut or damage any trees or otherwise disturb the natural vegetation located within or outside the permitted Lot. The Permittee shall not plant trees or shrubs or undertake any landscaping outside the boundaries of the permitted Lot without the prior written approval of the Commission.

l. If any part or all of a Cabin is destroyed or so damaged by fire or the elements as to make repair and restoration impractical, this Permit and all of the rights of the Permittee hereunder shall terminate. The Permittee agrees to remove (at the Permittee's expense) within 60 days after destruction, all debris and other associated improvements from the Lot and restore the land to conditions satisfactory to the Commission, and this Permit shall terminate. Any debris removal and restoration work remaining will be performed by the Commission and the Permittee is liable for all costs therefore.

m. Fireplaces, stoves, or any other type of burners must be fireproofed by use of a spark proof screen or door. All fires must be extinguished prior to leaving the Lot and the Permittee shall take all reasonable precautions to prevent or suppress grass or woodland fires. The Commission may take additional measures necessary to reduce or prevent fire hazards.

13. PERMISSIBLE SHORELINE DEVELOPMENT - Permittees may be allowed on a case-by-case basis to construct, operate, and maintain shoreline improvements in front of their permitted Lot, provided that developments are approved and permitted by the Commission. Only the following three/four types of developments may be requested: (a) boats/watercraft docks and lifts, (b) bank stabilization and erosion control structures (retaining walls), and (c) access routes from the Lot to the reservoir shoreline. No work may commence without the Commission's prior written approval and subject to the provisions of a separate permit for each activity.

a. **Docks and Lifts** - Permittees may request installation of docks and/or lifts for safe docking of Permittee's boats/watercraft.

(1) Docks must be constructed of sturdy and environmentally safe materials in combination with buoyant materials maintained in a manner so they are readily visible above the surface of the water.

(2) In lieu of flotation or in combination with a flotation system, a wheeled dock is acceptable.

(3) All flotation shall be encapsulated; no steel barrels or un-encapsulated Styrofoam may be used for flotation.

(4) Docks may extend no more than 30 feet into the Reservoir water, or one-third of the distance across the cove, whichever is less; or, to another length as determined on an individual basis, in writing, by the Commission.

(5) Anchorage shall be of a type appropriate for the Lot-specific conditions and shall be designed to resist forces imposed by winds up to at least 70 mph.

(6) All docks and lifts must have the permitted Lot numbers placed on the structure in a manner making the number visible from the water and the shore, with lettering at least 4 inches high.

(7) All docks placed in the Reservoir by the Permittee shall be subject to additional or modified standards for construction, operation, maintenance, and removal that may be developed by the Commission.

(8) The Permittees are not required to make their docks available for public use.

b. **Reservoir Bank Stabilization and Erosion Control Structures** - Erosion control structures, including retaining walls, will only be considered when the Commission and Reclamation determines that such a structure is needed to protect resources first and then the Cabin and associated improvements, and the action will not have adverse environmental impacts on the resources. The decision to approve or disapprove a bank stabilization / erosion control

structure shall not be based solely upon a permittee's desire to protect their cabin or other improvements.

(1) The Permittee shall assume all risk resulting from erosion, seepage, and flooding of the Lot, and the only erosion protection the Commission or Reclamation will provide will be for those areas necessary to protect the Commission's or Reclamation's facilities, structures and improvements.

(2) All erosion control structures must adhere to design standards that the Commission or Reclamation may develop.

(3) The Permittee shall obtain a 404 Permit from the Corps of Engineers prior to conducting bank stabilization activities or constructing erosion control structures below elevation 2386.2, which is the Reservoir's top of conservation pool elevation.

(4) Any requested bank stabilization shall be accomplished with rock riprap to the extent possible or other approved material. Broken pieces of concrete, old car bodies and tires shall not be used for bank stabilization or erosion control.

c. **Shoreline Access Structures/Facilities** - Permittees may request approval to construct and maintain access structures/facilities to the Reservoir shoreline outside the boundaries of the Lot, provided such routes are determined by the Commission to be necessary for safe public and private access to the shoreline from the Lot.

(1) Access routes may include stairways to cross steep terrain. Stairways shall be safe and of sound construction. Stairs will be inspected every 5 years by the Commission. If stairs are found to be unsafe based on criteria from the international building code, the Permittee shall be required to correct the unsafe condition. If the Permittee has not corrected the unsafe condition by the time specified in a notice from the Commission, the permit for the access structure may be terminated and the stairs shall be removed at the Permittee's expense.

(2) Foot paths may only be constructed using native materials such as gravel or compacted sand. Bark, non-native stones or gravel, or concrete or asphalt shall not be approved. Pathways shall not be constructed wider than 36" unless specifically approved. Foot paths may not be used for motorized vehicle access unless specifically approved.

14. ROADWAYS – The Permittee shall be permitted use of existing roads within the cabin area; however, maintenance of such roads shall be the responsibility of the several permittees and at their sole cost and expense. The Commission will not plow or keep open such roads during or after snowstorms.

15. MISCELLANEOUS CONDITIONS - In the use of the Lot and surrounding areas, the Permittee shall comply with each of the following conditions:

a. No more than two persons may be signatory parties to this Permit. This Permit may not be held in the name of a corporation.

b. The Permittee may have use of only one Lot on reservoirs in the Great Plains Region of the Bureau of Reclamation or on other reservoirs managed by the Commission, inclusive of Lots located on tracts permitted to organized groups on such reservoirs.

c. This Permit may not include more than one staked Lot, and no more than one Cabin shall be located on the Lot.

d. No unlawful business shall be conducted on the Permitted Lot.

e. No part of the permitted Lot, Cabin or associated improvement herein described shall be used for commercial pursuits of any nature.

f. The Permittee assumes full responsibility for any and all liability arising out of or in any way connected with the Permittee's use and maintenance of the Lot, Cabin or associated improvements.

g. The Commission nor the United States assumes any responsibility for damage caused by or to the Cabin or associated improvements authorized by this Permit, or to the property used or stored in connection therewith, resulting from reservoir fluctuations or project purposes.

h. The Permittee shall not inflict or cause to be inflicted any damage, destruction, defacement, or waste of facilities or resources within the Lot or on other Reservoir land or water areas.

i. Nebraska and Federal laws and Department of the Interior regulations relating to fishing, hunting, shooting sports, protection of cultural (archeological) resources, and control of plant and animal pests shall be observed. The use of firearms is not permitted on permitted Lots or on the shoreline adjacent to the Lots.

j. The Permittee shall use the land in such a manner to promote acceptable conservation of the land and shall control noxious weeds on the permitted Lot. The Permittee shall further cooperate in weed control programs in compliance with laws or regulations which may authorize representatives of public agencies to enter the permitted Lot to control noxious weeds.

k. The use of pesticides, defined herein as including herbicides, fungicides, insecticides, pesticides, or other similar substances, shall be in accordance with all provisions of Federal and State pesticide laws and amendments thereto. No restricted-use chemicals shall be used.

l. Dogs, cats or other pets owned by Permittee or their guests shall be kept on the Lot and controlled in accordance with state or county animal control regulations and in a manner that causes no nuisance or danger to other permittees or the general public. Stock animals such as horses, pigs, goats, etc. or poultry shall not be kept on permitted Lots. Pets may not be left unattended overnight nor shall they be allowed to roam free. Permittees should make a mutual effort to resolve problems relating to uncontrolled pets or other animals before making a complaint. Complaints shall be directed to the Commission. Permittees shall not feed feral or wild animals, including dogs, cats, deer, etc.

16. PROTECTION OF IMPROVEMENTS - The Lot, Cabin and associated improvements shall be maintained so as to present a neat and orderly appearance at all times.

a. The Permittee shall be fully responsible for taking such measures as are usually deemed prudent for the protection of their property in their absence. All glass windows and doors should be boarded-up and secured when the recreation season is over.

b. The Cabin and associate improvements shall be maintained in a safe, serviceable and functional condition, or removed at the Permittee's expense. Safe, serviceable and functional means: exteriors are weather tight and free of obvious structural damage; broken or missing windows and screens or missing or loose roofing materials are repaired or replaced, etc. Exterior surfaces shall be painted in colors harmonious with the natural environment acceptable to the Commission and maintained in a condition free of blistering and peeling.

c. The Lot, Cabin and associated structures shall be maintained free of termites and vermin infestation. The Lot, including grounds and driveways, shall be maintained and kept free of hazards including un-mowed grasses and weeds, dead or dropped tree limbs and dead and dying trees which may present a potential fire hazard, and damaged or open sanitary sewer facilities.

d. The following provisions govern requests for reconstruction or relocation of the Cabin and associated improvements located on the Lot which have deteriorated or become damaged or destroyed by fire, flood, storms, insects, vermin, dry rot, erosion, acts of vandalism, or any other cause, and those that are threatened with imminent damage or pose a danger to the Permittee or the public as a result of active shoreline erosion or any other cause:

(1) Requests for repair or reconstruction of the Cabin which, in the determination of the Commission and Reclamation, have lost functionality shall not be approved. Concurrent with a determination of loss of functionality of the Cabin, this Permit shall terminate and all rights of the Permittee shall cease. Permittees shall be responsible for removing the damaged or destroyed Cabin and associated improvements from the Lot at their own expense within ninety (90) days of determination of such loss of functionality.

(2) Requests to relocate an existing cabin or to construct a new cabin to a new location on the existing lot or to a new lot shall not be approved.

(3) A request to repair or reconstruct the Permittee's associated improvements, at the existing location or elsewhere on the existing Lot, when a determination that the Cabin has not lost functionality has been made, may be considered by the Commission.

(4) See Article 6f for disposition of un-removed private property. Upon termination of the Permit, the Lot will be withdrawn from consideration for any further private use.

17. HAZARDOUS MATERIALS - The Permittee may not allow contamination or pollution of the Reservoir lands and waters for which the Permittee has the responsibility for care and maintenance shall take reasonable precautions to prevent such contamination or pollution..

a. The permitted Lot, Cabin and associated improvements must be kept free of fire and explosion hazards. All gas, diesel fuel, oil, and other hazardous material (such as herbicides and pesticides) storage containers must be removed from the permitted Lot by October 15 each year.

b. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and regulations promulgated pursuant to that Act.

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c. Substances causing contamination or pollution shall include but are not limited to hazardous materials, refuse, garbage, sewage effluent, petroleum products, misused pesticides, pesticide containers, or any other pollutants.

d. The Permittee shall comply with all applicable local, state and Federal laws, regulations, ordinances, policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, transported, stored, or disposed of on or in the lands and waters of the Reservoir.

e. Storage in excess of 100 gallons of Class I (gasoline) and Class II (diesel fuel) liquids combined is prohibited. In addition, storage in excess of 60 gallons of Class IIIA (oil) liquid is prohibited. This is in accordance with the National Fire Protection Association's (NFPA) Flammable and Combustible Liquids Code- NFPA 30.

f. Upon discovery of any event which may or does result in contamination or pollution of the lands and waters of the Reservoir, the Permittee shall initiate any necessary emergency measures to protect the environment and public health and safety, and shall report such discovery and full details of the actions taken to the Commission at the earliest opportunity. The earliest opportunity means within twenty-four (24) hours of the time of discovery.

g. The Permittee shall be liable for all damages caused by the Permittee's failure to comply with this Article.

18. TERMINATION OF PERMIT - This Permit shall terminate and all rights of the Permittee hereunder shall cease, and the Permittee shall quietly and peaceably deliver to the Commission possession of the Lot under any of the following conditions:

a. Upon sale or transfer of ownership of the Cabin or associated improvements, except as described in Article 6b.

b. At the expiration of the term as provided in Article 4.

c. If the Lot is needed for public recreation purposes, with termination to be in accordance with provisions of 43 CFR Part 21 and 43 CFR Part 429.

d. If the Lot is needed for any project purpose as provided in Article 3(a) through 3(g), with termination to be effective on December 31 of any year with notice served 90 days in advance, unless earlier termination is determined to be necessary by the Commission or Reclamation due to an emergency situation.

e. On the failure of the Permittee to pay any fees owed to the Commission within 30 days of a late notice, as provided in Article 5.

f. At any time on the mutual agreement of all parties to this Permit.

g. If the Cabin is destroyed or severely damaged, and in the determination of the Commission and Reclamation that the structure has lost functionality as provided in Article 16d.

h. If the Permittee fails to observe any of the terms of this Permit. The Permittee will be notified in writing by the Commission of any such failure and provided an opportunity to correct any deficiencies or violations before termination of the Permit, except when it has been determined that an emergency requires immediate termination. Failure to correct any deficiencies or violations within the proscribed time may result in the immediate termination of this Permit.

i. Within 60 days after expiration or termination of this Permit, the Permittee shall remove any privately owned improvements or other property thereon, subject to the provisions of Articles 6a-6g and restore the premises to a condition satisfactory to the Commission. Removal of such privately owned property and restoration of the premises are the responsibility of the Permittee. All privately owned property not removed within the 60-day-period will thereafter be considered abandoned and will be the property of the Commission and subject to disposal under Federal regulations. Any removal of such privately owned property and restoration work remaining will be performed by the Commission, and the Permittee is liable for all costs therefore.

j. In the event the permit is cancelled for project purposes as referenced in Article 17d above, a partial refund of the annual rental payment will be given to the Permittee based upon the number of remaining months in the year the Lot is vacated. If the refunded amount is \$100 or less, no refunds will be given.

k. At the expiration of the Lease Agreement between the Commission and Reclamation. In the event said Lease Agreement is terminated before its expiration date, Reclamation will not stand in the stead of the Commission for the remaining term of this Permit. In the event of such termination, Reclamation will notify the Permittee within 180 days whether it will issue the Permittee a permit issued by Reclamation or not. If a new permit is not to be issued by Reclamation, the Permit shall remove their Cabin and associated improvements as described in Article 17i. above.

l. In the event of non-use of the Cabin for a period of more than two consecutive calendar years, this Permit shall terminate without right of renewal; where the non-use is the result of death, illness or military service of the Permittee the Commission may waive this termination clause. In such case, sale or transfer of the improvements may be made for the unexpired portion of this Permit subject to the Article 6b. The Commission may make exceptions to this termination provision in any case where it determines the needs of the general public may so require.

m. Conviction of the Permittee of any fish or game violation on Medicine Creek Reservoir shall be cause for immediate Permit revocation.

n. The notices provided by this Article shall be served by certified mail addressed to the Permittee at the post office addresses provided to the Commission by the Permittee, and the mailing of any such notices shall be considered as sufficient notice for the purposes of this Article. The Permittee shall be responsible for maintaining a current, valid address on file with the Commission at all times.

19. ADVISORY COMMITTEE – If a Cabin Association is formed, the Executive Committee of the association is recognized as the Advisory Committee to the Commission on issues related to the cabin lot program.

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20. COVENANT AGAINST CONTINGENT FEES - The Permittee warrants that no person or selling agency has been employed or retained to solicit or secure this Permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Permittee for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Permit without liability or in its discretion to require the Permittee to pay, in addition to the Permit fee, the full amount of such commission, percentage, brokerage, or contingent fee.

21. OFFICIALS NOT TO BENEFIT - No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Permit or to any benefit that may result herefrom.

22. SUCCESSORS IN INTEREST OBLIGATED – Reclamation will not stand in stead of the Commission.

23. NO PROPERTY RIGHT CREATED - This Permit grants only “mere permission” to use and to intermittently occupy the Federal lands included in the Permit. This Permit does not grant any real property rights or other interests in lands of the United States, and the privileges granted under this Permit are strictly limited by the terms and conditions contained herein. Any decision to terminate this Permit becomes the Commission’s or Reclamation’s final decision when made by an authorized agency official.

24. WAIVER OF RIGHT TO APPEAL - By signing this Permit the individual(s) whose name(s) appear(s) below agrees to accept all terms of this Permit, and further agrees to waive all rights to protest or appeal any of the terms, conditions, or provisions contained herein.

25. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER - The Commission’s waiver of an infraction of this Permit by the Permittee is not a waiver of future compliance, and any provision waived as well as other provisions of this Permit shall remain in full force and effect. The Commission is not precluded from future exercise of a right or remedy (including but not limited to termination) or the exercise of any other right or remedy by a single or partial exercise of a right or remedy.

26. SEVERABILITY - If any term of this Permit is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Permit did not contain the particular term or provision held to be invalid.

27. INDEMNIFICATION

a. The Permittee agrees to indemnify the Commission and the United States for, and hold the Commission and the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the grantee.

b. By accepting this Permit, the Permittee agrees to comply with and be bound by all terms and conditions specified by herein.

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IN WITNESS WHEREOF, the parties hereunto subscribed their names as of the date first-above written.

NEBRASKA GAME AND PARKS
COMMISSION

PERMITTEE

By: _____

Name

Street Address

City, State Zip

Telephone: _____

PERMITTEE

Name

Street Address

City, State Zip

Telephone: _____

LOT PERMIT AGREEMENT TERMS-MOBILE HOME SPACE

(Page 1 of 3)

SOW Attachment D.5.c

R2R Group, LLC **Lot Permit Fee \$900.00**
P.O. 554 Trenton, NE 68044 dvap3123@yahoo.com

LOT PERMIT AGREEMENT TERMS

This agreement between R2R Group, LLC, herein referred to as Owner, and Lot # _____, herein referred to as renter, is located on Swanson Lake, and is valid for a period of one year.

January 01, 2017 through December 31, 2017 automatically renewable each year as long as the renter is current with all financial obligations to the owner and has abided by all rules and regulations pertaining to the permitted lot area.

The mobile home or RV covered with this agreement shall be used as a seasonal or occasional use abode and renter acknowledges that year round residency is not permitted by this agreement. In addition, renter acknowledges that as a seasonal unit, not a primary residence; this lot permit is not covered by the Fair Housing Act or Standards and that retaining a lot is a privilege, not a right under this lot permit.

Permit fees are billed Jan. 1st and due by April 1st. Once notified of delinquency, a renter may not sell the mobile home or RV, but may remove it from the permitted lot if done within 30 days of notification. Lot must be left in a clean & neat manner with all property belonging to R2R Group left in good condition i.e.: water, septic & electrical connections. Should the mobile home or RV remain on the lot past the 30 day period, it becomes the property of R2R Group, LLC. Notification of delinquency may be made by mail to the last known address of the renter or by posting same on the mobile home or RV. Delinquent payments are subject to a \$100.00 per month fee for each month delinquent after April 1, if owner agrees to accept payment & reinstate renter. ONE TIME hardship arrangements can be made however, renter must notify owner of need PRIOR to April 1st.

Lot permits are not transferrable. Sales of any trailer within the lot permit area are subject to approval by owners prior to finalization of sale. Additionally approval may be withheld for any valid reason, including but not limited to: prior business experience, prior knowledge of violent behavior, lack of proof of US citizenship, or past ownership that resulted in eviction. Lot permits may not be gifted or inherited without permissions from owners. No new renters may occupy the permitted lot prior to having met with a representative of the owner for a review of lot lines, rules, regulations & building or remodeling requirements.

LOT PERMIT HOLDER REQUIREMENTS

1. PERMIT FEES are due on or before April 1st of the year covered. Permit fees are to be mailed to the above address or delivered to: Good Life Marina.
2. Renters and their guests must obey all the rules and regulations of the Nebraska State Game & Parks Commission.
3. Renters and their guests shall not violate any laws or regulations of the State of Nebraska. A conviction for the manufacture or sale of any illegal drugs by renter or his/her guests on Owner property shall result in immediate eviction without recourse. Renter agrees he/she understands this provision of the lot permit and shall have no just cause to dispute the eviction. Removal of renter property must be made within 30 days of said conviction or it becomes the property of owner. Law enforcement response to any other type of complaint or illegal activity shall result in a Warning Letter.
4. Lots must be kept clean & mowed by the renter unless you are paying the \$100 mowing fee. If owner cleans or mows a lot due to neglect, the renter will be charged for the material, machinery, labor &/or dump fees. Simple mowing will be charges at \$25.00 per lot, per occurrence.
5. Owner shall provide adequate trash dumpsters to hold normal household waste for permitted lot area. Renter shall not place yard waste, furniture, fish or game parts, bait, construction debris, carpeting, grills, patio furniture, etc., in those dumpsters. All household waste must be bagged and tied. The disposal of paint cans, oil or gas, air conditioners or poisons in the dumpster shall be considered improper disposal of hazardous waste and subject to the provisions contained within this permit. Tree limbs, yard waste, etc., shall be placed in designated areas (not in trash dumpsters) and MAY NOT BE DUMPED ON ROADWAYS, SHORELINES OR IN BAYS.
6. No exterior alterations, decks, or additions shall be made without submitting a plan to the owner for approval. Once approved, renter has 1 year to complete the alterations or must resubmit a request. Renters contact owner only. If owner approves application then it will be submitted to NE GAME & PARKS for approval. No trees or landscaping shall be planted or removed without owner approval.
7. Golf cart possession and use are covered under a separate permit.
8. Renters and their guests shall observe the posted speed limits.
9. No one under 18 may be allowed use of a renter's lot without renter being present.

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10. Renters are not allowed to sublease their trailers and/or RV's without prior approval of owner. If renter subleases, rents or otherwise permits use of their trailer or RV, renter is still responsible for the upholding of the rules & regulations.
11. No breed or mixed breed of dog considered to be dangerous may be brought to the permit area. No dog is allowed to roam unattended or unrestrained within the permitted area. No dog may be tied unattended in yard or green area of the permit area. Dog owners must pick up and dispose of waste properly. (Bagged & Tied) Dogs may be kenneled in portable kennels when left properly attended, however, kennel must be inside of RV or mobile home when renter is not in attendance or has left the area. Biting dog complaints shall result in an expulsion letter and dog will not be allowed to return to the permitted lot area. No Warning shall be issued for bites. Complaints of aggressive behavior or barking shall result in a warning letter. Two warning letters concerning any canine behavior to a single lot permit shall result in the lot permit holder, &/or their guests, forfeiting the right to bring dogs into the area.
12. Renters may not grant permission for someone to park an RV, or pop-up camper on their lot or within any area covered by this permit. There are designated areas allowed for same and those reservations, for a nominal fee per night, may be made through the owner or their representative at the Marina.
13. When notified that repairs or maintenance must be done on a lot or trailer, renter has 60 days from the date of the notice (verbal or written) to perform said work (other than mowing, which must be done immediately).
14. Liability Insurance. Beginning January 1, 2010, all mobile homes and RV's parked within the permitted lot area must be insured with liability insurance of no less than \$100,000.00. Renter must deliver a Certificate of Insurance to owner no later than April 1 of each respective season as evidence that adequate insurance is in force. To the extent permitted by law, tenant agrees to indemnify, hold harmless and defend owner from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which owner may suffer or incur in connection with renter's or renter's guests, use or misuse of the permitted lot area. Additionally, should the mobile home or RV be destroyed beyond repair, renter shall remove same from lot within 30 days.
15. Use of the permitted lot area may be accessed throughout the year however; water supplied to the lots will be limited by weather conditions and will not be available any later than October 15th or earlier than April 15th. Winterization of renter property is the responsibility of renter; Owner is not responsible for freezing damage of renter property.
16. Electrical systems. No renter may alter any electrical service owned by McCook Public Power. All electrical work performed in the permitted lot area must be performed by a professional, licensed by the State of Nebraska.

TERMINATION OF LOT PERMIT: This permit can be terminated by either party with 30 days written notice to the other at the last known address. If renter terminates the agreement any time during the year after any fees have been paid, there shall be no refund or prorating of fees for the remaining term. If fees have not been paid and are not yet due (April 1), rent may be prorated at the sole discretion of Owner. In addition to mutual termination, this agreement may be terminated for any reason consistent with Concessionaire, DOI or NGPS directives. These reasons include, but are not limited to: Act of War, Terrorism, Violence, Flooding, Poaching, Violation of Park Rule, Tampering with Water Supply, Unpaid Rent or Other Charges, improper Hazardous Waste Disposal within the permitted lot area, continued flagrant violation of posted speed limits, construction without proper authorization. A warning MAY BE GIVEN by owner prior to notice of eviction, but is not required.

SECURITY INTEREST in the mobile home and all contents is hereby granted to R2R Group, LLC if legal action is required to terminate this agreement. If Owner is required to remove renter's trailer from the park as part of the eviction process, renter shall pay all moving, storage, and incidental costs with interest at 18% per annum before being given possession of the mobile home.

RULES: Renter agrees to abide by all rules as issued or amended. These rules are issued for the safety of the permitted lot area and not intended to limit or preclude appropriate use of your vacation home. A copy of the park rules will be available at the Marina. Written, signed complaints concerning the violation of these rules shall be accepted from anyone. Warning letters shall be issued if complaint is validated. Warning letters shall be forwarded to the NE Game & Parks. Owner is not responsible for insuring that renter or his/her guests reviews and is familiar with the rules. Three Warning Letters for any rule violation may result in eviction.

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INDEMNITY REGARDING USE OF PREMISES: To the extent permitted by law, tenant agrees to indemnify, hold harmless, and defend landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use or misuse of premises.

This lot permit agreement is binding on all heirs, successors, and assigns and is willingly entered into on this

_____, Day of _____, 20_____.

Name: _____

Phone: _____ Alternate phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Renter: _____ Date: _____

Acceptance of Terms by Renter Signature

Owner: _____ Date: _____

Acceptance of Renter by Owner Signature

Lot Permit Fee:	\$900.00	_____
Trailer Lot Mowing	\$100.00	_____
Boat Lot Fee	\$125.00	_____
Golf Cart Fee	\$10.00	_____
TOTAL AMOUNT PAID		\$_____

Please mail to: R2R Group LLC .P.O. Box 554 Trenton, NE 69044
Questions: Phone: 308-334-5268- email dvap3123@yahoo.com

R2R Group LLC d.b.a. Good Life Marina

CONCESSION AGREEMENT—THE GOOD LIFE MARINA
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FILE COPY

CONCESSION AGREEMENT
Swanson Reservoir State Recreation Area

This Concession Agreement (Agreement) made and entered into this 15th day of January, 2011, by and between the Nebraska Game and Parks Commission (Commission) and R2R Group LLC 36152 Road, 44B, Trenton, NE 69044 (Concessionaire).

Whereas, the Frenchman-Cambridge Division, Swanson Dam, commonly known as Swanson Reservoir State Recreation Area (Reservoir), was constructed by the United States Department of Interior, Bureau of Reclamation (Reclamation) for irrigation, flood control, recreation, fish and wildlife, and other project purposes;

Whereas, by Lease Agreement, no. #14-06-700-3816-A, dated May 1, 1995, Reclamation, pursuant to Public Law 89-72 as amended, leased to the Commission certain project lands at the Reservoir for recreation and fish and wildlife purposes.

Whereas, the Commission, leased from Reclamation said project lands at the Reservoir for recreation and fish and wildlife purposes;

Whereas, the Commission has determined that concession-provided recreational facilities and services for public use and enjoyment of the Reservoir are necessary and appropriate;

Whereas, the Commission desires the Concessionaire to construct and operate and provide certain recreation facilities and services as herein described, to promote the public recreational use and enjoyment of the Reservoir.

Whereas, the Concession desires to construct and operate and provide certain recreation facilities and services as herein described, to promote the public recreational use and enjoyment of the Reservoir.

Now, Therefore, in consideration of the promises, covenants, and conditions contained herein, the Commission and Concessionaire agree as follows:

A. General

1. The Commission, by virtue of authority conferred by Sections 37-301 through 37-314, 37-345 and 37-346, Revised Statutes of Nebraska, does hereby authorize the Concessionaire to construct and operate and provide certain recreation facilities and services as herein described, to promote the public recreational use and enjoyment of the Reservoir.

2. The Reservoir is managed by the Commission under the jurisdiction of Reclamation. In addition to the terms and conditions of this Agreement, the Concessionaire's operation and use of the concession site and associated land at the Reservoir is subject to those terms and condition of said Lease Agreement identify above. Consistent with their respective legislative authority, Policies, Directives and Standards, Regulations, etc., the Commission and Reclamation may take actions that may be inconvenient, costly, or adverse to the Concessionaire.

3. The Concessionaire shall obey the terms and provisions of this Agreement. The Concessionaire's rights under this Agreement are limited, are not guaranteed in perpetuity, and

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may be canceled or terminated as herein described in Article J. By signing this Agreement, the Concessionaire assumes all risks associated with the use of land at the Reservoir.

B. Location

Lands designated as the concession site are located on those portions of Section 8 and 17, T2N, R33W, Hitchcock County, as shown on Exhibit "A," attached. Said Exhibit "A" may be amended or modified without the necessity of re-executing this Agreement or entering into a separate Agreement.

C. Term and Renewal

1. This Agreement shall be effective from January 15th, 2011, until its expiration on January 14th, 2016.

2. Upon written request of the Concessionaire and approval by the Commission, subject to the Concessionaire's satisfactory performance of the terms and conditions of this Agreement and being current with all previous rental fees due, this Agreement may be renewed for one additional term of four years, three months and sixteen days. The renewed Agreement, if authorized, shall commence on January 15th, 2016 and terminate, in full, on April 30, 2020, unless terminated earlier in accordance with this Agreement. In no event will this Agreement extend beyond the termination of the Commission's Lease Agreement with Reclamation which expires on April 30, 2020.

3. The Concessionaire must request, in writing to the Commission, the option to renew this Agreement for 5 years no later than one hundred twenty (120) days prior to its termination date of January 15, 2016. Failure by the Concessionaire to so request the renewal may result in the termination of this Agreement.

4. The renewed Agreement shall be subject to consideration of changes in rules, policies, and legal requirements of the Commission and Reclamation. The Commission may amend such provisions of this Agreement it deems appropriate or necessary to insure the needs of the public are being adequately satisfied. The Commission will also determine if continued Concession facilities and services are consistent with the Resource Management Plan. Evaluation results will be the basis for Commission determinations of whether to renegotiate a renewal or terminate this Agreement for cause.

5. The Commission may, at its sole discretion, adjust the percentage of gross revenues to be paid as yearly rental fee during the ensuing five-year period. It is the expressed intent of the Commission that such adjustments shall be based upon comparable changes in the economy, shall not be exercised in an arbitrary manner, and shall be applied to all Commission concession agreements on the occasion of their respective anniversary/extension dates.

6. Any and all verbal agreements or understandings which have arisen between the Concessionaire and the Commission or their agents prior to the date of this Agreement and which are not incorporated in this Agreement are herewith terminated and any future transactions which require the mutual agreement of the parties shall be set forth in writing as amendments to this Agreement.

D. Rental Charge

1. The Concessionaire shall pay the Commission the sum of two percent (2%) of all gross receipts derived by the Concessionaire as rental for the said Agreement. Gross receipts shall mean all collections by the Concessionaire, excluding only sales and lodging taxes collected and revenues derived from the sale of State Hunt, Fish, Trap and Park Entry Permits and Habitat Stamps. Rental payments shall be made quarterly on the fifteenth (15th) day of each January, April, July and October for all income derived the preceding calendar quarter year; such payments to commence on the first reporting date following execution of this Agreement. Rental payments shall be made directly to the NEBRASKA GAME AND PARKS COMMISSION and shall be accompanied by a Quarterly Report of Gross Receipts on reporting forms to be provided by the Commission for that purpose. In addition, the Concessionaire will file with the Commission by the 30th of April of each year a Balance Sheet and Financial Statement reflecting the financial position of the concession business for the preceding year.

2. In the event of any delinquency, the Concessionaire agrees to pay the Commission 1% interest per month (12%/annum) of all outstanding balances due and payable to the Commission after 30 days as provided by Section 45-104, Revised Statutes of Nebraska. Failure to pay any rental by the date prescribed shall be considered just and sufficient cause for forfeit and termination of this Agreement. In the further event there shall be owing any rental at the date the Agreement is forfeited, said forfeiture shall not be construed to bar the Commission from bringing action in the appropriate forum for the recovery of any unpaid rental. In the event an extension for good cause is granted by the Commission, such shall be made in writing and shall not act as a waiver of any other right reserved by the Commission herein.

3. The Concessionaire agrees to keep business records of all purchases and sales in accordance with standard accounting procedures. Purchase records shall be supported with delivery invoices, sales slips, or comparable documentation detailing the item, quantity and price. Sales records shall consist of duplicates of receipts; sales slips, cash register tapes or such documentation as may be agreed upon.

4. The Concessionaire agrees to open their records to inspection by the Commission or their designated agent and to furnish documentation in support of all transactions, as described above, at any time during normal business hours. In this regard, the Concessionaire agrees that after the 15th of any month, they will furnish complete records of the previous months' transactions for inspection by the Commission's agent, upon request. The Concessionaire further agrees to furnish the Commission copies of their Federal and State income tax return forms for the enterprises permitted under this Agreement within 10 days of the dates such forms are filed with the proper authorities.

5. The Concessionaire will remit rental payment and required documentation according to the following prescribed schedule unless the Commission or its representative has approved other arrangements in advance: (Remit through Area Superintendent)

January 15 - Fourth quarter gross sales report and 2% rental payment

March 1 - Schedule of Rates and Prices

Anniversary Date - Insurance Binder

April 15 - First quarter gross sales report and 2% rental payment

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April 15 - Federal and State Income Tax Reports for the business

April 30 - Balance Sheet and Financial Statement Due

July 15 - Second Quarter gross sales report and 2% rental payment

October 15 - Third quarter gross sales report and 2% rental payment

December 1 - Deadline for requests for mobile home sites rental increase.

6. Violation of the conditions contained herein which, in the judgment of the Commission do not merit termination of this Agreement, but which warrant closer scrutiny of the Concessionaire's ability and willingness to operate in compliance with the terms and conditions of this Agreement, shall be cause for modification of the term hereof at the end of the then ongoing season. Such modified agreement shall be deemed probationary and the Concessionaire shall be required thereafter to annually apply for a new agreement until such time as the Commission shall release the Concessionaire from probationary status based upon demonstrated ability and willingness to operate in compliance with the terms and conditions contained herein, or until such time as the Commission shall determine the performance of the Concessionaire under the probationary agreement merits termination.

E. Operations

1. The Concessionaire, upon proper license or permit as may be required by other regulatory agencies, shall conduct the following enterprises on the permitted premises:

- a) The sale of food, refreshments and related items;
- b) The sale of sporting goods, bait and related items;
- c) The sale of motor boat fuel and lubricants;
- d) The sale of camping and picnic supplies; and,
- e) The sale of State Hunt, Fish, Trap and Park Permits and Habitat Stamps.

In addition to the aforementioned enterprises, the Concessionaire, upon proper license or permit and by written consent of the Commission, may conduct the following enterprises:

- a) The rental of seasonal mobile home sites;
- b) The service, repair and maintenance of privately-owned water craft;
- c) The transportation of passengers by boat for hire;
- d) Operations of a dry storage facility for water craft, trailer and related equipment;
- e) The rental of overnight RV and camper sites;
- f) The rental of seasonal RV and camper sites;
- g) The rental of boats, motors and related items; and,
- h) The rental of overnight and seasonal docks.

2. The Concessionaire shall conduct all aspects of their concession business in a manner acceptable to the Commission and in accordance with accepted business standards and practices. The Concessionaire specifically agrees they shall keep all personal and business loans and operating accounts current; insure they and their employees always treat customers in a polite, respectful, responsive and nondiscriminatory manner; and insure they and their employees

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refrain from engaging in public criticism of Commission policies, programs or personnel with which they may be in disagreement.

3. This Agreement does not include any area between elevation 2752 and the Reservoir waterline; except that, the Concessionaire may construct such boat launching, docking and harboring facilities on that portion of Section 8&17, T2N, R33W contiguous with the concession site as they deem necessary and advisable, as approved by the Commission, to conduct the enterprises outlined under Section E. Plans shall be submitted and approved in the manner prescribed in Paragraph H. The Concessionaire will be responsible for the installation of shoreline stabilization materials necessary to protect the permitted premises.

4. The Concessionaire shall provide and maintain electrical service, water facilities, toilets, sewage and garbage disposal facilities in accordance with Federal, State and Local rules, regulations, policies, acts etc., existing now or promulgated in the future. Such facilities will be installed and functional before being opened to public use.

5. In addition to any other remedies the Commission may have under this Agreement, the Commission may go upon the premises and construct, remove, remodel or relocate water facilities, toilets, sewage and garbage facilities and do anything that is necessary to enforce its rules and regulations with reference to the construction and maintenance of such facilities. The Concessionaire will pay the Commission, in addition to all other payments provided in this contract, the cost incurred by the Commission in so doing.

6. The Concessionaire shall obey all applicable laws, rules or regulations, Policies, etc., promulgated by the State of Nebraska, or any agency thereof, or by the United States, or any agency thereof.

7. The Concessionaire agrees to employ sufficient help to maintain law and order on the premises at all times.

8. The Lessee will acquaint himself with, and obey all applicable laws, rules or regulations promulgated by the State of Nebraska, or any agency thereof, or by the United States, or any agency thereof. The Lessee agrees to employ sufficient help to maintain law and order on the premises at all times. The vending of beer in metal containers only is permitted under any class permit for which the Lessee is eligible under the laws of the State of Nebraska and Hitchcock County, provided that beer in glass containers and wine by the glass may be vended for consumption within the licensed premises. The place of such sales is herewith confined to the licensed premises portion of the primary concession building and any authorized alcoholic beverage vended for immediate consumption shall be consumed only within the licensed premises. Consumption of draft beer, beer in cans and/or glass containers, and wine by the glass in an approved "beer garden" is authorized, subject to application for and approval of appropriate state and local agencies having jurisdiction.

On-sale vending of beer, wine and spirits is authorized in the full-service restaurant building. On-sale vending is restricted to normal operating hours of the restaurant and shall be discontinued with the close of food service each day. In no event shall beer, wine or spirits be vended beyond 11:00 p.m. Should the permitted premises cease to be operated as a full-service restaurant, authorization to vend on-sale beer, wine and spirits within said premises shall terminate at that time. The Lessee shall also take appropriate measures to educate purchasers of off-sale beer regarding the laws governing open alcohol containers and public consumption on

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state lands and waters at Swanson Reservoir, either through distribution of brochures or posting of appropriate signs in his premises.

9. The Commission agrees it will not enter into any other concession agreements on the Reservoir for the purpose of carrying out any of the enterprises to be provided by the Concessionaire under the terms of this Agreement, so long as this Agreement is in effect. If the Commission determines at a later date that some enterprise not contemplated by this Agreement is desirable for location on the concession site, the opportunity to develop or provide such enterprises shall first be offered the Concessionaire. If the Concessionaire refuses to accept such opportunity, the Commission shall be free to negotiate for the conduct of such enterprises with a third party at a separate location outside the concession site.

10. The Concessionaire shall be responsible for the maintenance and repair of buildings and improvement, including both Commission and Concessionaire owned, to the satisfaction of the Commission. At a minimum, Concessionaire shall ensure:

- a) Exteriors of all buildings and improvements shall be painted in harmonious colors acceptable to the Commission, and maintained in a condition free of blistering and peeling;
- b) All buildings and improvements are maintained in a weather-tight condition year-round, free of obvious structural damage, broken or missing windows and screens, or missing or loose roofing materials;
- c) The concession site, including associated grounds developed for marina options, is kept serviceable, attractively landscaped and free of hazards, including removal of dead and dying trees;
- d) All concession vehicles and equipment items are maintained in a safe and operable condition and that any such vehicles or equipment not so maintained are removed from the concession site and stored elsewhere outside the boundaries of the Reservoir;
- e) Marina docks, walkways and related facilities, including fuel storage and dispensing equipment, are regularly inspected; meet industry safety standards, and all deficiencies and hazardous conditions are immediately corrected;
- f) Any food service areas and public sanitary facilities are maintained in a clean and sanitary condition at all times;
- g) Sufficient trash containers to meet demand are placed throughout the concession site and all refuse from the concession and mobile home area is removed in a regular and timely manner and deposited in a state licensed landfill off the Reservoir; and,
- h) The Concessionaire shall maintain roads, parking areas, curbing, sidewalks, walkways and trails within the concession site and on adjacent land leading to marina facilities in a state of good repair and in a manner that provides reasonable access to the general public, persons with physical disabilities and emergency and service vehicles.

11. The Concessionaire will employ only competent and qualified employees who will keep themselves neat and clean and will accord courteous and competent treatment and service to all guests and patrons. The Concessionaire's employees shall be properly trained in their duties and must be adequate in number and quality to provide prompt and efficient service to the public and to properly carry out all housekeeping and maintenance and all other responsibilities associated with the operation of the premises. Whenever the Commission notifies the Concessionaire that any employee is deemed by it to be incompetent, disorderly, or unsatisfactory, the Concessionaire or its manager shall take appropriate measures to expeditiously correct the deficiencies or discharge such person.

12. The Concessionaire agrees to keep their various facilities and services open and available during reasonable hours for a business of this nature; however, facilities and services will be open for business a minimum of eight hours a day, seven days a week during the period from Memorial weekend through Labor Day weekend.

13. The Concessionaire agrees to maintain prices for the various services rendered or goods supplied at a reasonable rate and in line with other businesses in the same general business area furnishing similar services and goods. Charges for all goods and services shall be annually approved by the Commission before they are implemented. The Concessionaire will promptly notify the Commission of any proposed changes in charges for such goods and services other than changes necessary because of normal fluctuations in the selling price in a business of this nature due to fluctuations in the cost of doing business. A Schedule of Rates and Prices along with a proposed operating schedule and sample concession issued permits (mobile home, dock, etc.) will be submitted to the Commission for review and written approval by March 1. Written requests and justifications for increases in annual mobile home site rents will be submitted to the Commission for review and written approval no later than December 1 for the ensuing calendar year.

14. The Concessionaire shall not discriminate because of race, color, religion, age, gender, marital status, disability, national origin or political affiliation against any person by refusing to furnish such person any accommodation; facility, service or privilege offered to or enjoyed by the general public. The Concessionaire and their employees shall not publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability or the patronage of any person because of race, color, religion, age, gender, marital status, disability, national origin or political affiliation.

15. The Concessionaire shall be responsible for the repair or replacement of any property of the Commission and/or Reclamation in which the Concessionaire has possession, supervision or control which shall be damaged or destroyed, except acts of God, negligence by the Commission, its agents or employees.

F. Rentals and Exclusive Use

1. If the operation of overnight and seasonal RV camp sites is provided pursuant to this Agreement, the Concessionaire agrees that ten (10) percent of available sites will be for transient use and will be limited to a maximum occupancy of 14 consecutive days. The balance of the sites may be occupied on a seasonal basis but not before April 15 and not later than October 15. RVs must be removed from camp sites and placed in an approved storage area or removed from the Reservoir.

2. If the operation of rental cabins and/or seasonal mobile homes is provided pursuant to this Agreement, the Concessionaire agrees to provide electricity, water, latrine, and sewage facilities adequate to meet the demands of the area concerned. The degree of adequacy, in this instance, will be at the determination of the State Electrical Division, State Fire Marshall, Department of Environmental Quality, and State Department of Health. Mobile homes in approved areas are required to retain the running gear in an operable condition. No permanent additions are permitted. Open porches and decks which are not permanently attached may be authorized according to Section H, of this Agreement. Concessionaire shall further operate mobile home area in accordance with established Seasonal Mobile Home Covenants, attached

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hereto as Exhibit "C" and made a part hereof. Said Exhibit "C" may be amended, modified, or enlarged by mutual agreement of the parties hereto without the necessity of re-executing this Agreement or entering into a separate agreement.

3. The Concessionaire shall provide utilities for a minimum period of six continuous months each year. Mobile home site permits will be provided to permittees not less than thirty days prior to the commencement of the designated period. The Concessionaire will provide the Commission with a complete list of permittees including lot number, name, address, and phone number within 30 days after commencement of the designated period.

4. The Concessionaire will develop a map, updated annually, of the concession area to include all buildings, campsites, trailer sites and mobile home sites. The map shall be provided to the Commission and local police/fire/emergency responders.

5. No new exclusive use seasonal trailer or mobile home trailer sites are permitted. Existing exclusive use shall be reduced by a minimum of 6% each year and at least 33% of all exclusive sites shall be reduced every five years. This provision shall apply to all renewals of this Agreement and to any new permit holder(s). In the event these quotas are not met at renewal time, no renewal will be granted until quotas are achieved. All exclusive use will be eliminated by the expiration of the Master Lease April 30, 2020.

G. Provisions and Conditions

1. The Concessionaire agrees that the State of Nebraska shall have first lien, second only to purchase money liens and operating loans to the Concessionaire held by _____ upon all improvements authorized by the Commission which are now on the land or may hereafter be placed thereon with the approval of the Commission to secure payment of all rentals and penalties due or to become due under the terms of this Agreement and remaining unpaid at the end of said term, whether this Agreement has been terminated by forfeiture or otherwise, the said lien to be superior to the rights of all other persons and agrees to execute the necessary documents to effectuate this Agreement.

2. This Agreement may not be transferred or assigned except by prior written permission of the Commission. The Commission may agree to allow and approve an assignment and transfer thereof to a person acceptable to the Commission if the same is necessary to protect the security of any one or more of the creditors of the Concessionaire. The Commission recognizes that the improvements to be made by the Concessionaire may be financed through capital raised by loans partially or wholly secured by liens against the buildings, equipment and other assets of the Concessionaire on or off the concession site. Should the Concessionaire have their interest therein foreclosed or should they become insolvent or bankrupt or otherwise no longer be in a position to operate said enterprise, then said creditors or any of them should have the right, subject to the approval of the Commission, to continue said enterprise under the same terms and conditions at the option of said creditors.

H. Construction Specifications

1. The Concessionaire may construct on the concession site the buildings or improvements necessary to conduct the activities required and /or authorized by this Agreement. If the Concessionaire determines that additional facilities or services are necessary and desirable in the future, written consent of the Commission shall be obtained prior to their installation or

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operation. All such buildings or improvement, including those acquired from previous owners or so constructed under authorities granted by the Commission or Reclamation shall remain the ~~and~~ personal property of the Concessionaire except as otherwise provided herein.

2. No building shall be constructed below elevation 2752 feet above mean sea level.

3. No alterations of the concession site or the building and improvements shall be made without the prior written approval of the Commission, except for ordinary repairs. Before constructing or placing any improvements of any kind on the concession site or substantially altering existing structures, the Concessionaire will submit two copies of plans and specifications for such structures or alterations to structures to the Commission for Commission review and approval. The Commission shall also forward such plans and specifications to Reclamation for further review and approval. The following preliminary information is required for the Commission and Reclamation to review and evaluate the suitability of the proposal:

- a) Project Description - A thorough narrative description of the project. Identify the specific proposed land and water uses of each portion of the parcel. Final plans or drawings are not required, but preliminary plans and an overall site plan to aid the Commission in visualizing the development or improvement are required at this time.
- b) Project Schedule - Attach a project schedule reflecting at a minimum anticipated starting and completion dates. Also, provide a brief description of each phase and a timetable if phased development is proposed.
- c) Key Personnel - Identify the key personnel and responsibilities of the development team relating to this project.
- d) Financial Capability - Enclose current financial statements for each of the principals of the development prepared by an independent CPA.
- e) Uses and Sources of Funds - Include a preliminary budget identifying all hard and soft costs. Identify all interim and permanent sources of funds.
- f) Project Operation - Submit a proposed operating schedule and staffing pattern for the primary operating season (Memorial Day Weekend through Labor Day Weekend) and such off-season operation as is applicable.
- g) Cash Flow Projection - Submit a detailed analysis of how the project is anticipated to pay for itself. Include a preliminary fee and charge schedule for such services as wet slip rental, dry storage rental, site rental and cabin rental.

Upon preliminary approval from the Commission, the following additional information and assurances will be required:

- a) A final budget for the project, including all hard and soft costs. Costs must be itemized and hard costs certified by a contractor.
- b) Professionally prepared drawing reflecting all construction detail stamped by a Certified Engineer.

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- c) Evidence of financial commitments for the project.
 - d) Firm financing commitments for interim and permanent financing. The documentation must specify all terms and conditions upon which the loan authorization is based.
 - e) Evidence of the capacity to raise equity necessary for the completion of the project. Typically, this evidence will be in the form of one hundred percent performance and one hundred percent materials and labor bonds payable to the Nebraska Game and Parks Commission in the full amount of the certified construction costs. Such bonds are to be issued by a Nebraska resident agent authorized to do business in Nebraska and accompanied by a certified and current copy of the agent's power of attorney.
4. Drawings of all proposed buildings or improvements will be submitted through and reviewed by the Area Superintendent at least ninety (90) days prior to the proposed date for the commencement of construction. Drawings for structures should be professional architectural sketches, they must be in scale and show the following: a) floor plan, b) front and side elevation, c) general location of all intended improvements on the lot including toilets, walks, drives, well, etc., d) ADA compliance, and e) the type of materials that are intended will be indicated on the drawings. All drawings will be submitted in duplicate.
5. Any system or method of construction may be used which is in accordance with well-established principles of mechanics and sound construction practices. It is the intent to insure the erection of well-built structures of reasonably good appearance without excessive cost.
6. All heating and ventilating installations shall conform to the requirements of the National Board of Fire Underwriters, and the latest edition of the American Society of Heating and Ventilating Engineers, Heating, Ventilating and Air Conditioning Guide. All electrical installations and systems shall conform to methods and practices promoting safety of life and property. The rules and regulations of the National Board of Fire Underwriters, "National Electrical Code", local and state laws, shall be followed. The Concessionaire shall be solely responsible in making arrangements for electrical service and all costs attached thereto
7. The Concessionaire will construct or place only such buildings and improvements as are so approved. Any and all buildings or improvements placed on the concession site by the Concessionaire without the prior written approval of the Commission shall be and become the property of the State and subject to removal from the concession site at the convenience of the Commission and at the sole expense of the Concessionaire.
8. Obtaining prior written approval from the Commission for an undertaking described herein does not relieve the Concessionaire of obtaining or securing any or all appropriate building, electrical, plumbing permits, or utility and road crossing permits, etc., from the appropriate State or local regulatory agency. Lacking such appropriate permits, prior written approval from the Commission may not constitute the authority to begin construction, replacement, maintenance, or modification activities. It is the responsibility of the Concessionaire to identify and obtain all such appropriate permits before beginning any such activities.
9. NEPA and NHPA compliance may be required for all construction or development activities. NEPA and NHPA compliance shall cover activities on the concession site and areas outside the concession site that are used for electrical power, domestic water, sewage disposal,

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telephone, etc., to the Lot. Reclamation is the agency responsible for ensuring NEPA and NHPA compliance for activities at the Reservoir and Reclamation may bill the Concessionaire for any and all of these associated costs in connection with the preparation and approval of such activities. The Commission may also require an equivalent state approved compliance document.

10. The Concessionaire shall be particularly alert in land-disturbing operations and shall take all reasonable and necessary precautions to protect and preserve historic, prehistoric, archaeological, and paleontological resources on and adjacent to the concession site. If such resources are discovered during land disturbing operations, the Concessionaire shall immediately suspend work within the vicinity of the resource in question and notify the Commission and Reclamation of the suspected resource. Reclamation will promptly have the area inspected to determine its significance and the appropriate actions to follow (salvage, test excavation, etc., and resumption of operations). All objects salvaged from project lands at Swanson Reservoir are the property of the United States and will be turned over to Reclamation for dispensation. The Concessionaire will be responsible for any damage to affected resources.

11. Upon completion of any new- or re-construction, the Concessionaire shall provide the Commission with a detailed copy of "As Built" drawings.

12. In connection with any contractual services conducted under this Agreement, the Concessionaire agrees to insure that:

"Contractors and subcontractors agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. Concessionaire will further ensure contractors and subcontractors will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin. The permitted premises controlled by the Concessionaire shall be open to entry and use by all persons regardless of race, color, religion, sex or national origin. No qualified person shall on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity."

13. If the Concessionaire shall at any time fail to keep and perform each of the foregoing terms and conditions, the Commission may, at its option, as hereinafter provided, terminate this Agreement. Failure to terminate the Agreement for the violation of any of its terms shall not be a waiver of the Commission's rights to terminate it for any subsequent violation.

I. Exceptions and Reservations

1. It is expressly understood that neither the Commission nor Reclamation shall be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges granted herein, or for damages to the property of the Concessionaire, or for damages to the property or injuries to the person of the Concessionaire's officers, agents, servants or employees or others who may be on the above described premises at their invitation or the invitation of any one of them arising from or incident to the flooding of such premises by Reclamation or flooding from any cause, or arising from or incident to any authorized activities of the Commission or Reclamation on such premises. The Concessionaire shall hold the Commission and Reclamation harmless from any and all such claims.

2. The right of the officers, agents, employees, licensees, and permittees of the

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Commission or Reclamation at any and all times, and without notice to the Concessionaire, to have ingress into, passage over, and egress from the concession site, for the purpose of exercising, enforcing, and protecting the rights reserved by and for enforcing any and all provisions of this Agreement

3. That neither the Commission nor Reclamation has any obligations whatsoever to maintain any reservoir water level, and that the right is hereby reserved to manipulate said level in any manner or extent and at any time without giving notice, and that the Concessionaire shall have no claim for damages of any character on account thereof against the Commission or Reclamation, or any officer, agent, or employee thereof.

4. That the use and occupation of the concession site shall be subject to the general supervision and approval of the Commission and Reclamation and shall be subject to such rules and regulations as may be prescribed now or promulgated in the future

5. That nothing contained herein shall be construed as authority to prohibit or restrict public access to, or use of, water areas or shoreline of the Reservoir except that the Concessionaire may exercise the usual control of the public on the concession site for the protection and preservation of its property and the convenience and well being of its officers, agents and patrons.

6. That in the event of war or national emergency, the Commission and/or Reclamation may exclude the Concessionaire and the public from the premises. In such events, the Concessionaire will not be liable for any rental fees for such time as they and the public are so excluded. The Commission or Reclamation will not be liable to the Concessionaire for any damages resulting from such exclusion or because of any restriction in the use of the concession site required by the Federal or State government or any agency thereof due to a war or national emergency.

7. That if more than one Concessionaire is named in this Agreement, the obligation of said Concessionaires herein contained shall be joint and several obligations.

8. If the Concessionaire is a corporation established in accordance with applicable Statutes of Nebraska,

a) Then a merger, consolidation, reorganization, liquidation, or any other change in the form of the corporation which results in a change in voting control of the corporation will be treated as an assignment of this Agreement requiring prior written consent of the Commission. Any transfer, hypothecation, or other change in the ownership of the shares of voting stock of the Concessionaire which results in the change in voting control of the corporation will be treated as an assignment of this Agreement requiring prior written consent of the Commission. A change of the voting control of the Concessionaire occurs if the person or persons owning a majority of shares on the date of this Agreement no longer own a majority of shares.

b) The Concessionaire agrees to file with the Commission prior to execution of this Agreement personal guarantees on forms to be furnished by the Commission, such guarantees to be executed by stockholders possessing ownership of a minimum of 51% of all corporate stock outstanding, securing the State against financial loss in the event of default of debts due and owing the State by the corporation.

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c) The Concessionaire further agrees to file annually with the Commission a current listing of the corporation's officers, majority stockholders, and management personnel, complete with names, mailing addresses, shares of stock and to file such amendments thereto as changes occur.

9. If the Concessionaire is a Limited Liability Company (LLC) established in accordance with applicable Statutes of Nebraska,

a) Then a change in the contribution of capital of a member, which results in a change of control of the LLC, will be treated as an assignment of the Concessionaire requiring prior written consent of the Commission. If the Articles of Organization provide for other forms of management, then a change of management which results in a change of operational control of the LLC will be treated as an assignment of the Concessionaire requiring prior written consent of the Commission.

b) The Concessionaire agrees to file with the Commission prior to execution of this Agreement personal guarantee on forms to be furnished by the Commission, such guarantees to be executed by majority members, securing the State against financial loss in the event of default of debts due and owing the State by the LLC.

c) The Concessionaire further agrees to file annually with the Commission a current listing of the LLC's manager and members, complete with mailing addresses, and to file such amendments thereto as changes occur.

10. The Commission herewith reserves the right of approval and/or disapproval of any persons retained by the Concessionaire to serve as managers or operators of the concession facilities. The Concessionaire shall designate an on-site manager who has full authority to act on behalf of the Concessionaire, including acting as the liaison between the Concessionaire and the Commission. The manager or operator will reside in proximity to the concession to provide daily oversight of operations.

11. All rights-of-way heretofore acquired or initiated or hereafter required by Reclamation for highways, railroads, irrigation works, or any other purpose;

12. Reclamation's right at all times to take from said lands material for construction, operation, and maintenance of Reclamation project works;

13. Reclamation's right at all times to continue construction, operation, and maintenance of any Reclamation project works now or hereafter required to be located on said lands;

14. Reclamation's right to conduct studies of stream- or reservoir-related flooding and Safety of Dams investigations on the permitted premises, and to modify or terminate this Permit or implement any measures deemed necessary to comply with Federal, State, or local flood plain management regulations, or to otherwise correct flooding or Safety of Dams problems;

15. Reclamation's right to issue oil, gas, and mineral permits, easements, leases, permits, licenses, and other use authorizations to outside parties, and to conduct tests and surveys of any kind, and to take any other measures on the land deemed necessary, at any and all times, and at the sole discretion of Reclamation, in order to protect the interests of the United States.

16. The Commission and Reclamation will give due consideration to the Concessionaire's development and use of the concession area and will notify the Concessionaire of their intent to undertake any of the above mentioned activities in a timely manner.

J. Termination

1. This Agreement shall terminate and all rights and privileges of the Concessionaire hereunder shall cease:

- a) Upon the sale or transfer of ownership of the improvements.
- b) At the expiration of the term as herein set forth, unless a renewal has been requested and approved.
- c) Ten days after written notice by the Commission to the Concessionaire of violation of any of the terms or conditions of this Agreement unless the Concessionaire has cured or remedied such violation within the said ten days, or has reached an agreed upon time schedule with the Commission to remedy such violation.
- d) Any time by mutual agreement.
- e) Immediately upon written notice by the Commission that the concession site is required for project purposes.
- f) Thirty days after written notice by the Concessionaire to the Commission.
- g) Upon determination by the Commission that the Concessionaire has failed to reasonably provide those goods and services contracted for in Section E.
- h) Upon determination by Reclamation that the Concessionaire has failed to comply with the terms of this Concession contract, created an environmental problem or created a public health and safety issue, unless the Concessionaire has cured or remedied such violation within a specified period of time.
- i) Upon expiration or termination of the Lease Agreement between Reclamation and the Commission. It is expressly understood that Reclamation will not be responsible for any type of reimbursement for fixed assets placed on the Federal estate by the Commission or the Concessionaire. The Commission will not be responsible for any type of reimbursement for fixed assets placed on the Federal estate by the Concessionaire.

2. Any notice as required herein shall be considered adequate when in writing and mailed to the last known post office address of the Concessionaire or the Commission.

3. In the event that this Agreement is terminated, the Concessionaire shall remove or otherwise dispose of all personal property including buildings, structures or other improvements (personal property) owned by the Concessionaire within one-hundred eighty (180) days after receipt of said notice or such longer period as may be determined by the Commission to be reasonable. In the event the Concessionaire's personal property are not removed or disposed of within said 180 days or any extension thereof, such personal property shall become the property

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of the Commission without compensation therefore and no claim for damages against the Commission or Reclamation or its officers or agents shall be created by or made on account thereof.

4. The Concessionaire's personal property may be sold for use on the concession site only to a person or persons that have been approved by the Commission as a suitable concessionaire. In the event the Concessionaire's personal property are sold, bartered, or transferred without the Commission's prior written approval, this Agreement is terminated and the Commission is under no obligation to issue a new concession agreement to the person(s) obtaining possession of the Concessionaire's personal property. If the Commission does not issue a new concession agreement to the person(s) obtaining possession of the Concessionaire's personal property, said person(s) shall have 30 days to remove the personal property from the concession site. In the event the personal property is not removed or disposed of within 30 days or any extension thereof, the personal property shall become the property of the Commission without compensation. No claim for damages against the Commission or Reclamation or its officers or agents shall be created by or made on account thereof.

5. The following permanent improvements to the land, including trees, shrubs, turf, septic systems, vault toilets, wells, retaining walls, permanent stairways leading to the waterfront, waterfront facilities excluding docks, and other similar improvements become fixed property and must remain with the concession site, unless their removal is otherwise approved or directed by the Commission. The permanent improvements herein identified are not considered the Concessionaire's personal property at the expiration or termination of this Agreement. All permanent improvements remaining with the concession site become the property of the Commission, with no reimbursement being given to the Permittee for such improvements subject to the provisions of Article "H".

6. This Agreement is expressly subject to Lease Agreement #14-06-700-3816-A, dated May 1, 1995, and any and all modifications and amendments thereto, by and between Reclamation and the State of Nebraska, Game and Parks Commission. The Commission has exclusive control and administration over the reservoir concerning recreation and fish and wildlife management.

7. Concessionaire releases Reclamation, their successors, assigns, officers, directors, agents and employees from any and all claims arising directly or indirectly from any acts, neglect or the omission of the Reclamation and each of them in connection with the construction, operation and maintenance of dam and irrigation project works. The Concessionaire agrees to indemnify and hold Reclamation harmless from any loss, damage or expense (including attorney fees) which may be suffered by the United States, directly or indirectly occasioned by any act, neglect or omission of said Concessionaire.

8. In the event of and upon the termination of the Lease Agreement between Reclamation and the Commission, Reclamation shall not stand in the stead of the Commission for the remaining term of this Agreement, and this Agreement will terminate. Reclamation will assess the condition of the concession operation and determine if a new concession agreement should be issued to the Concessionaire. Reclamation will notify the Concessionaire within sixty (60) days of its intention to issue a new concession agreement. In the event a new concession agreement is not issued, the Concessionaire will be granted a period of time not less than ninety (90) days and not more than one year to remove all improvements and restore the land to a condition satisfactory to Reclamation. Title to those improvements shall, unless removed, vest in

Reclamation.

8. The Concessionaire agrees to thoroughly acquaint himself with the various current laws and regulations established by the Commission, and Federal game laws and regulations, and to cooperate fully with State and Federal game law enforcement officers in the performance of their duties. A conviction of the Concessionaire for a violation of the aforementioned laws or regulations committed on the Reservoir will be deemed a violation of this Agreement and may result in its termination.

K. Miscellaneous Conditions

1. The Concessionaire shall not cut or damage any trees or otherwise disturb the natural vegetation located within or outside the concession site; and, shall not plant trees or shrubs or undertake any landscaping inside or outside the boundaries of concession site without the prior written approval of the Commission.

2. No unlawful business shall be conducted on the Permitted Lot.

3. The Concessionaire shall not inflict or cause to be inflicted any damage, destruction, defacement, or waste of facilities or resources within the concession site or on other Reservoir land or water areas.

4. The Concessionaire shall use the land in such a manner to promote acceptable conservation and shall control noxious weeds on the concession site. The Concessionaire shall further cooperate in weed control programs in compliance with laws or regulations which may authorize representatives of public agencies to enter the concession site to control noxious weeds.

5. Dogs, cats or other pets owned by the Concessionaire or their guests shall be kept on the concession site and controlled in accordance with state or county animal control regulations and in a manner that causes no nuisance or danger to the general public or Reservoir resources. Stock animals such as horses, pigs, goats, etc. or poultry shall not be kept on concession site unless authorized by the Commission for concession related activities. Pets may not be left unattended overnight nor shall they be allowed to roam free. The Concessionaire shall not nor allow members of the public to feed feral or wild animals, including dogs, cats, deer, etc. The Concessionaire shall take every reasonable action to control the presence of rodents, feral or other wild animals within the concession site.

6. The Concessionaire agrees to do all in their power to prevent and suppress any range or forest fire on or threatening any lands on the Reservoir controlled by the Concessionaire, and to immediately report any fire which they cannot suppress, and to place himself, their employees, and transportation facilities at the disposal of the proper authorities for the purpose of fighting such fires.

L. Hazardous Materials

1. The Concessionaire may not allow contamination or pollution of the Reservoir lands and waters for which the Concessionaire has the responsibility for care and maintenance and shall take reasonable precautions to prevent such contamination or pollution.

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2. The Concessionaire shall not deposit, cause to be deposited, or permit the deposition of any hazardous waste materials anywhere on the concession site or the Reservoir and agrees to hold forever harmless the Commission and Reclamation from any such misuse of the concession site. The Concessionaire shall be solely responsible for removal of any such hazardous waste materials and the return of the premises to its natural condition.

3. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and regulations promulgated pursuant to that Act.

4. Substances causing contamination or pollution shall include but are not limited to hazardous materials, refuse, garbage, sewage effluent, petroleum products, misused pesticides, pesticide containers, or any other pollutants.

5. The Concessionaire shall comply with all applicable local, state and Federal laws, regulations, ordinances, policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, transported, stored, or disposed of on or in the concession site or the lands and waters of the Reservoir.

6. Upon discovery of any event which may or does result in contamination or pollution of the lands and waters of the Reservoir, the Concessionaire shall initiate any necessary emergency measures to protect the environment and public health and safety, and shall report such discovery and full details of the actions taken to the Commission at the earliest opportunity. The earliest opportunity means within twenty-four (24) hours of the time of discovery.

7. The use of pesticides, defined herein as including herbicides, fungicides, insecticides, pesticides, or other similar substances, shall be in accordance with all provisions of Federal and State pesticide laws and amendments thereto. No restricted-use chemicals shall be used.

8. The Permittee shall be liable for all damages caused by the Concessionaire's failure to comply with this Article.

M. Reviews and Inspections

The Concessionaire agrees that the Commission and or Reclamation and its representatives may have full access to the above-described concession site. The Commission and or Reclamation and its representatives may also, during reasonable daylight hours, have access to and inspect the buildings, structures and improvements on the concession site. The Commission will conduct an annual compliance review of the concession site and the Concessionaire's compliance with the terms and conditions of this Agreement. The Commission and Reclamation will review and evaluate all exclusive use sites at least once every 5 years, pursuant to 43 CFR Part 429.32, to determine if there is a greater public need to convert the exclusive use sites to other short-term recreation uses and if the following criteria, at a minimum, are being met: a) environmental requirements; and b) public health and safety.

N. Covenant against Contingent Fees

The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission,

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percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Concessionaire for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability or in its discretion to require the Concessionaire to pay the full amount of such commission, percentage, brokerage, or contingent fee.

O. Officials not to Benefit

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may result wherefrom.

P. No Property right Created

This Agreement grants only "mere permission" to use the Federal lands included in this Agreement. This Agreement does not grant any real property rights or other interests in lands of the United States, and the privileges granted under this Agreement are strictly limited by the terms and conditions contained herein. Any decision to terminate this Agreement becomes the Commission's or Reclamation's final decision when made by an authorized agency official.

Q. Waiver of Right to Appeal

By signing this Agreement, the individual(s) whose name appears below agrees to accept all terms of this Agreement, and further agrees to waive all rights to protest or appeal any of the terms, conditions, or provisions contained herein.

R. Failure to Enforce does not Constitute Waiver

The Commission's waiver of an infraction of this Agreement by the Concessionaire is not a waiver of future compliance, and any provision waived as well as other provisions of this Agreement shall remain in full force and effect. The Commission is not precluded from future exercise of a right or remedy (including but not limited to termination) or the exercise of any other right or remedy by a single or partial exercise of a right or remedy.

S. Severability

If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

T. Contingent on Appropriation or Allotment of Funds

The expenditure of any money and the performance of any work by the Commission or Reclamation, as provided for by the terms of this Agreement, which may require appropriation of money by the respective legislative bodies, or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of either of such legislative bodies to appropriate funds or the absence of any allotment of funds shall not impose any liability on either of the parties hereto.

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U. Indemnification

1. The Concessionaire agrees to indemnify the Commission and the United States for, and hold the Commission and the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Concessionaire.

2. The Concessionaire will insure and keep insured their liability and any liability of the State of Nebraska and the United States arising out of the operation of such enterprises by the Concessionaire to any person, against injury or loss of life, and damage to property while on the premises, except the Commission's employees engaged in the performance of duties required of them. By proper liability or indemnity insurance policy, the Concessionaire shall protect the Commission and the United States from any such claim, providing therein for limits of not less than \$1,000,000 per person in any one claim, and an aggregate limit of not less than \$2,000,000 for any number of persons or claims.

3. A copy of the insurance policy binder naming the State and the United States as co-insured shall be deposited with the Commission before this Agreement shall become effective and a copy of each year's binder shall be forwarded prior to the expiration date of the policy.

* * * * *

SOW Attachment D.5.d

IN WITNESS WHEREOF we have executed this Agreement the date first mentioned herein

NEBRASKA GAME AND PARKS COMMISSION

BY: Reger L Kuhn
Division Administrator

R2R Group L.L.C.

BY: Dawna Vap
Manager

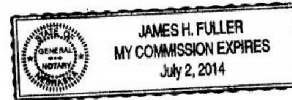
STATE OF NEBRASKA

Lancaster COUNTY

On this 15th day of January, 2011, before the undersigned, James H Fuller
a Notary Public within and for said county, personally
appeared Reger L Kuhn, to me known as the identical person named in and who
executed, and whose name is affixed to the foregoing instrument as part thereof, and
acknowledged the signing and execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal the date last above written.

James H Fuller



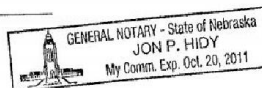
STATE OF Nebraska

Hitchcock COUNTY

On this 23rd day of February, 2011, before the undersigned, Jon P. Hidy
a Notary Public within and for said county, personally appeared
Dawna Vap, to me known as the identical person named in and
who executed, and whose name is affixed to the foregoing instrument as part thereof, and
acknowledged the signing and execution of the same to be his/her voluntary act and deed.

WITNESS my hand and notarial seal the date last above written.

J. P. Hidy



COMPETITIVE CABIN LEASE RATE TABLES

Exhibit A	
Tier 1	
Year	Rent
2018	\$ 1,600.00
2019	\$ 1,600.00
2020	\$ 1,600.00
2021	\$ 1,600.00
2022	\$ 1,600.00
2023	\$ 1,600.00
2024	\$ 1,648.00
2025	\$ 1,697.44
2026	\$ 1,748.36
2027	\$ 1,800.81
2028	\$ 1,854.84
2029	\$ 1,910.48
2030	\$ 1,967.80
2031	\$ 2,026.83
2032	\$ 2,087.64
2033	\$ 2,150.27
2034	\$ 2,214.77
2035	\$ 2,281.22
2036	\$ 2,349.65
2037	\$ 2,420.14
2038	\$ 2,492.75
2039	\$ 2,567.53
2040	\$ 2,644.56
2041	\$ 2,723.89
2042	\$ 2,805.61
2043	\$ 2,889.78
2044	\$ 2,976.47
2045	\$ 3,065.77
2046	\$ 3,157.74
2047	\$ 3,252.47

Exhibit A	
Tier 2	
Year	Rent
2018	\$ 1,000.00
2019	\$ 1,000.00
2020	\$ 1,000.00
2021	\$ 1,000.00
2022	\$ 1,000.00
2023	\$ 1,000.00
2024	\$ 1,030.00
2025	\$ 1,060.90
2026	\$ 1,092.73
2027	\$ 1,125.51
2028	\$ 1,159.27
2029	\$ 1,194.05
2030	\$ 1,229.87
2031	\$ 1,266.77
2032	\$ 1,304.77
2033	\$ 1,343.92
2034	\$ 1,384.23
2035	\$ 1,425.76
2036	\$ 1,468.53
2037	\$ 1,512.59
2038	\$ 1,557.97
2039	\$ 1,604.71
2040	\$ 1,652.85
2041	\$ 1,702.43
2042	\$ 1,753.51
2043	\$ 1,806.11
2044	\$ 1,860.29
2045	\$ 1,916.10
2046	\$ 1,973.59
2047	\$ 2,032.79

20171027 - LMT2-18

Year	Johnson Lake							Plum Creek
	Tier 1	Tier 1 (MC 2 & 3)	Tier 1 (MC 1, 4-8)	Tier 2	Tier 3	Tier 4	Tier 5	Tier 1
2018	\$ 2,250.00	\$ 2,025.00	\$ 1,800.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 112.50	\$ 3,000.00
2019	\$ 2,250.00	\$ 2,025.00	\$ 1,800.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 112.50	\$ 3,000.00
2020	\$ 2,250.00	\$ 2,025.00	\$ 1,800.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 112.50	\$ 3,000.00
2021	\$ 2,250.00	\$ 2,025.00	\$ 1,800.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 112.50	\$ 3,000.00
2022	\$ 2,250.00	\$ 2,025.00	\$ 1,800.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 112.50	\$ 3,000.00
2023	\$ 2,250.00	\$ 2,025.00	\$ 1,800.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 112.50	\$ 3,000.00
2024	\$ 2,317.50	\$ 2,085.75	\$ 1,854.00	\$ 927.00	\$ 463.50	\$ 463.50	\$ 115.88	\$ 3,090.00
2025	\$ 2,387.03	\$ 2,148.32	\$ 1,909.62	\$ 954.81	\$ 477.41	\$ 477.41	\$ 119.36	\$ 3,182.70
2026	\$ 2,458.64	\$ 2,212.77	\$ 1,966.91	\$ 983.45	\$ 491.73	\$ 491.73	\$ 122.94	\$ 3,278.18
2027	\$ 2,532.40	\$ 2,279.15	\$ 2,025.92	\$ 1,012.95	\$ 506.48	\$ 506.48	\$ 126.63	\$ 3,376.53
2028	\$ 2,608.37	\$ 2,347.52	\$ 2,086.70	\$ 1,043.34	\$ 521.67	\$ 521.67	\$ 130.43	\$ 3,477.83
2029	\$ 2,686.62	\$ 2,417.95	\$ 2,149.30	\$ 1,074.64	\$ 537.32	\$ 537.32	\$ 134.34	\$ 3,582.16
2030	\$ 2,767.22	\$ 2,490.49	\$ 2,213.78	\$ 1,106.88	\$ 553.44	\$ 553.44	\$ 138.37	\$ 3,689.62
2031	\$ 2,850.24	\$ 2,565.20	\$ 2,280.19	\$ 1,140.09	\$ 570.04	\$ 570.04	\$ 142.52	\$ 3,800.31
2032	\$ 2,935.75	\$ 2,642.16	\$ 2,348.60	\$ 1,174.29	\$ 587.14	\$ 587.14	\$ 146.80	\$ 3,914.32
2033	\$ 3,023.82	\$ 2,721.42	\$ 2,419.06	\$ 1,209.52	\$ 604.75	\$ 604.75	\$ 151.20	\$ 4,031.75
2034	\$ 3,114.53	\$ 2,803.06	\$ 2,491.63	\$ 1,245.81	\$ 622.89	\$ 622.89	\$ 155.74	\$ 4,152.70
2035	\$ 3,207.97	\$ 2,887.15	\$ 2,566.38	\$ 1,283.18	\$ 641.58	\$ 641.58	\$ 160.41	\$ 4,277.28
2036	\$ 3,304.21	\$ 2,973.76	\$ 2,643.37	\$ 1,321.68	\$ 660.83	\$ 660.83	\$ 165.22	\$ 4,405.60
2037	\$ 3,403.34	\$ 3,062.97	\$ 2,722.67	\$ 1,361.33	\$ 680.65	\$ 680.65	\$ 170.18	\$ 4,537.77
2038	\$ 3,505.44	\$ 3,154.86	\$ 2,804.35	\$ 1,402.17	\$ 701.07	\$ 701.07	\$ 175.29	\$ 4,673.90
2039	\$ 3,610.60	\$ 3,249.51	\$ 2,888.48	\$ 1,444.24	\$ 722.10	\$ 722.10	\$ 180.55	\$ 4,814.12
2040	\$ 3,718.92	\$ 3,347.00	\$ 2,975.13	\$ 1,487.57	\$ 743.76	\$ 743.76	\$ 185.97	\$ 4,958.54
2041	\$ 3,830.49	\$ 3,447.41	\$ 3,064.38	\$ 1,532.20	\$ 766.07	\$ 766.07	\$ 191.55	\$ 5,107.30
2042	\$ 3,945.40	\$ 3,550.83	\$ 3,156.31	\$ 1,578.17	\$ 789.05	\$ 789.05	\$ 197.30	\$ 5,260.52
2043	\$ 4,063.76	\$ 3,657.35	\$ 3,251.00	\$ 1,625.52	\$ 812.72	\$ 812.72	\$ 203.22	\$ 5,418.34
2044	\$ 4,185.67	\$ 3,767.07	\$ 3,348.53	\$ 1,674.29	\$ 837.10	\$ 837.10	\$ 209.32	\$ 5,580.89
2045	\$ 4,311.24	\$ 3,880.08	\$ 3,448.99	\$ 1,724.52	\$ 862.21	\$ 862.21	\$ 215.60	\$ 5,748.32
2046	\$ 4,440.58	\$ 3,996.48	\$ 3,552.46	\$ 1,776.26	\$ 888.08	\$ 888.08	\$ 222.07	\$ 5,920.77
2047	\$ 4,573.80	\$ 4,116.37	\$ 3,659.03	\$ 1,829.55	\$ 914.72	\$ 914.72	\$ 228.73	\$ 6,098.39
2048	\$ 4,711.01	\$ 4,239.86	\$ 3,768.80	\$ 1,884.44	\$ 942.16	\$ 942.16	\$ 235.59	\$ 6,281.34

LAKE MALONEY TIER RATES

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Tier 1A - \$183 annual increase	683.00	866.00	1049.00	1232.00	1415.00	1598.00	1781.00	1964.00	2147.00	2330.00	2513.00	2696.00	2879.00	3062.00	3245.00
Tier 1B - \$150 annual increase	650.00	800.00	950.00	1100.00	1250.00	1400.00	1550.00	1700.00	1850.00	2000.00	2150.00	2300.00	2450.00	2600.00	2750.00
Tier 1C - \$117 annual increase	617.00	734.00	851.00	968.00	1085.00	1202.00	1319.00	1436.00	1553.00	1670.00	1787.00	1904.00	2021.00	2138.00	2255.00
Tier 2A - \$117 annual increase	617.00	734.00	851.00	968.00	1085.00	1202.00	1319.00	1436.00	1553.00	1670.00	1787.00	1904.00	2021.00	2138.00	2255.00
Tier 2B - \$83 annual increase	583.00	666.00	749.00	832.00	915.00	998.00	1081.00	1164.00	1247.00	1330.00	1413.00	1496.00	1579.00	1662.00	1745.00
Tier 3A - \$63 annual increase	363.00	426.00	489.00	552.00	615.00	678.00	741.00	804.00	867.00	930.00	993.00	1056.00	1119.00	1182.00	1245.00
Tier 3B - \$47 annual increase	347.00	394.00	441.00	488.00	535.00	582.00	629.00	676.00	723.00	770.00	817.00	864.00	911.00	958.00	1005.00