

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF SANITARY AND IMPROVEMENT DISTRICT NO. 82
OF SARPY COUNTY, NEBRASKA**

A meeting of the Board of Trustees of Sanitary and Improvement District No. 82 of Sarpy County, Nebraska, was convened in open and public session at 1413 S. Washington Street, Papillion, Nebraska, at 9:00 a.m., on June 29, 2011. Present were: Donald Warner, Donald Dittus and Steve Burns. Also present were James E. Lang, the District's attorney, Robert Czerwinski of E & A Consulting Group, Inc., the District's engineer and Jim Reinig, the District's accountant. Notice of the meeting was given in advance thereof by publication in The Papillion Times of Papillion, Nebraska, on June 22, 2011, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice of this meeting is attached to these minutes. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Chairman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

The first item on the agenda was to approve the minutes of the May 12, 2011, District meeting.

After a full discussion and upon a motion being duly made and seconded, with everyone voting "aye" and no one voting "no", the following resolution was adopted:

RESOLVED, that the minutes of the May 12, 2011, District meeting are hereby approved.

The District attorney then presented to the Board the Partial Annexation Agreement which had been executed and approved by the City of LaVista and the City of Papillion. The District's attorney informed the Board that the Court had approved the Partial Annexation Agreement by its order at a hearing on June 27, 2011. The Board approved the Partial Annexation Agreement at the last meeting, but since that time, there have been some slight modifications and so with the approval of the two cities, the Board would be in order to approve the present Partial Annexation Agreement.

After a full discussion and upon a motion being duly made and seconded, with everyone voting "aye" and no one voting "no", the following resolution was adopted:

RESOLVED, that the Board of Trustees hereby approves the Partial Annexation Agreement executed by the City of LaVista and the City of Papillion approved by the Court on June 27, 2011, a copy of which is attached hereto.

The District's attorney then addressed the Board concerning a proposed Resolution of Dissolution. The District's attorney informed the Board that he had spoken with Tom Rawley, one of the principals in River City Partners, Inc., which owns approximately 3 acres on the south side of Portal Road. Tom Rawley informed the District's attorney that he would review the matter with his attorney and let the District know his position on the proposed dissolution. As of the date of the meeting, the District's attorney had not heard back from Tom Rawley. The District also provided written notice of the meeting to Tom Rawley and River City Partners, Inc., by a letter.

The District's attorney informed the Board that the Board should now discuss proposing a resolution declaring the advisability of the dissolution and setting forth the terms and a time and place when the Board should meet to consider the adoption of such resolution.

The Chairman advised that consideration should be given to dissolving the District.

The Chairman then presented for consideration and proposal of the Board of Trustees a Resolution of Dissolution which Resolution of Dissolution is attached hereto and made a part of the minutes of this meeting.

After full discussion and upon motion being duly made and seconded with all Trustees present voting "aye" and with no Trustees voting "no", the following Resolution was adopted:

RESOLVED, that the Board of Trustees of this District does hereby propose a Resolution of Dissolution.

BE IT FURTHER RESOLVED, that said Resolution of Dissolution is hereby set for consideration and hearing before the Board of Trustees

ADDRESS: 1413 S. Washington Street, Papillion, NE
HEARING DATE July 20, 2011
HEARING TIME 9:00 o'clock a.m.

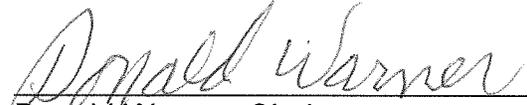
BE IT FURTHER RESOLVED, that notice of the time and place of said hearing shall be given the same day each week in a newspaper of general circulation published in the county where the District was organized, which publication shall contain the entire wording of the Resolution of Dissolution. This Notice of Hearing shall be published in the following newspaper on the following dates:

NOTICE TO BE PUBLISHED IN – The Papillion Times
COUNTY WHERE DISTRICT ORGANIZED – Sarpy
DATED NOTICE TO BE PUBLISHED – July 6 and 13, 2011

There being no further items to come before the meeting, the same was adjourned.



Donald Dittus, Chairman



Donald Warner, Clerk



Steve Burns, Trustee

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 82 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 9:00 A.M. on June 29, 2011, at 1413 S. Washington Street, Papillion, Nebraska.

Dated this 29th day of June, 2011.



Donald Dittus, Chairman



Donald Warner, Clerk



Steve Burns, Trustee

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 82 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. This certificate is attached to a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

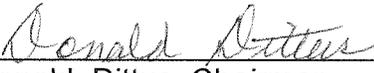
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 29th day of June, 2011.



Donald, Dittus, Chairman



Donald Warner, Clerk

AGREEMENT

This Agreement is made and entered into by and between The City of LaVista, Nebraska (hereinafter referred to as the "City"), The City of Papillion, Nebraska (hereinafter referred to as "Papillion"), and Sanitary and Improvement District No. 82 of Sarpy County, Nebraska (hereinafter referred to as the "District" or "SID 82").

PRELIMINARY STATEMENT

SID 82 comprises the area set forth in Exhibit "A" attached hereto. On April 19, 2011, the City duly passed and approved Ordinance No. 1139 (the "Annexation Ordinance") annexing that portion of the District north of Portal Road which is shown on Exhibit "B" attached hereto (the "Annexed Area"). As a result of this partial annexation by the City, the City and SID 82 are entering into this Agreement pursuant to Section 31-766 of the Nebraska Revised Statutes to agree between themselves as to the division of assets, liabilities, maintenance and other obligations of SID 82, and to set forth the change in the boundaries of SID 82 so as to exclude the portion proposed to be annexed by the City. Papillion is a party to this Agreement with respect to certain assets and liabilities of the non-annexed portion of SID 82 as set forth in paragraph 7 below.

NOW, THEREFORE, in consideration of the covenants herein set forth, the parties do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

2. Equitable Distribution. The City and SID 82 hereby agree the division of assets, liabilities, maintenance, and other obligations of SID 82 set forth in this Agreement is equitable, proportionate to the valuation of the portion of SID 82 annexed and to the valuation of the portion of SID 82 remaining following annexation and, to the greatest extent feasible, reflects the actual impact of the annexation on the ability of SID 82 to perform its duties and responsibilities within its new boundaries following the annexation.

3. Representation of Liabilities. SID 82 hereby represents the following are all of the obligations and liabilities of SID 82, whether fixed or contingent, as of the date of this Agreement (collectively, the "SID Liabilities"):

(a) Current accounts payable and reasonable fees and costs to be incurred with respect to the division of assets and liabilities and dissolution of SID 82, from the date of this Agreement (not including those invoices previously approved for payment by SID 82), in a total amount not to exceed \$17,500;

(b) Principal due on outstanding bonds in the amount of \$75,000;

(c) Accrued interest due on bonds in an amount not to exceed \$5,000;
and

(d) Construction Contract between the District and Navarro Enterprise Construction, Inc., for street repairs in the amount of \$23,032.50 (the "Street Repairs"), as approved by the City in Resolution No. 11-038.

4. Assets, Liabilities, Maintenance and Other Obligations of the District. The City and SID 82 agree that since the City is annexing substantially all of the taxable valuation of SID 82, the City shall acquire (a) all of the funds of District in the District's construction/bond fund and general fund held by the Sarpy County Treasurer as of the date of the annexation; (b) all of the assets, public utilities, right of way, easements, and other property and property interests of SID 82 located within the Annexed Area, including, but not limited to, the public street known as Hupp Drive. The City shall assume all of the SID Liabilities. The City shall also assume all maintenance and repair obligations of SID 82 to provide for the reasonable maintenance, repairs, reconstruction and construction of the public improvements of SID 82 located in the Annexed Area.

5. Contracted Street Repairs. SID 82 shall oversee completion of the Street Repairs and shall not dissolve until such repairs are completed to the satisfaction of SID 82 in conformity with the standards and specifications issued for such project. Upon satisfactory completion, SID 82 shall issue a written notice of such completion to the City and the City shall issue payment for such project.

6. Transfer of Assets. SID 82 shall transfer all cash on hand or on deposit with the Sarpy County Treasurer or other financial institution to the City on or after the date the Sarpy County District Court enters its Order approving the Partial Annexation Agreement. SID 82 agrees to take all other necessary actions to transfer its remaining assets to the City prior to dissolution.

7. Sanitary sewer line south of Portal Road. SID 82 owns and maintains a sanitary sewer line which is south of Portal Road and provides sanitary sewer service to the Crossroads Industrial Subdivision within the District located north of Portal Road. Pursuant to that certain Subdivision Agreement dated April 25, 1975, by and between the City, SID 82, and Crossroads Industrial Park, Inc., as amended (the "Subdivision Agreement") and the easement set forth as Exhibit E to such Subdivision Agreement (the "Sewer Easement"), the City has a perpetual right and easement for the use of, and access to, such sanitary sewer. The parties agree that all of SID 82's rights and obligations pursuant to the Subdivision Agreement and the Sewer Easement with respect to the sanitary sewer south of Portal Road are hereby assigned to Papillion, and Papillion agrees to accept such assignment, including but in no way limited to, the obligation to maintain the sanitary sewer at Papillion's cost.

8. Boundaries of District after partial annexation. The boundaries of SID 82 after the partial annexation shall be as shown in Exhibit "C" attached hereto.

9. Dissolution of District. At or after the time that the partial annexation is completed, SID 82 intends to dissolve under Section 31-766 of the Nebraska Revised Statute. Since the City is assuming substantially all of the assets of SID 82, the City shall pay for cost of such dissolution including reasonable attorney fees in an amount not greater than specified in paragraph 3 above. SID 82 shall submit an invoice to the City for the payment of such fees and costs within thirty (30) days following the effective date of SID 82's dissolution.

10. District Court. Pursuant to Section 31-766 of the Nebraska Revised Statutes, the City and SID 82 shall submit to the District Court of Sarpy County, Nebraska, this Agreement, and request a hearing, and at such hearing present this Agreement as evidence, and request that the Court find that there is no prejudice to the rights of any bond holder or creditor of the District, or employee under contract to the District and approve the Agreement. This Agreement shall have no force and effect until so approved by the District Court.

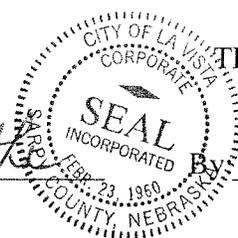
11. Records. SID 82, upon the partial annexation being completed, shall deliver all of its records to the City. Pursuant to Section 31-764 of the Nebraska Revised Statutes, SID 82 shall also provide the City with a written accounting of all assets and liabilities of SID 82 no later than thirty (30) days following the effective date of the Annexation Ordinance, the cost of which shall be paid by the City.

12. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties.

Executed by the City of La Vista this 7th day of June, 2011.

ATTEST:

Pamela A. Sweet



THE CITY OF LA VISTA, NEBRASKA

[Signature]
Mayor

APPROVED AS TO FORM:

[Signature]

Executed by the City of Papillion this 21st day of June, 2011.

ATTEST:

THE CITY OF PAPILLION, NEBRASKA

[Signature]

By: [Signature]
Mayor

APPROVED AS TO FORM:

[Signature: Harold R. Puppini]

Executed by SID 82 this 29th day of June, 2011.

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 82 OF SARPY COUNTY,
NEBRASKA

[Signature: Donald Warner]

By: [Signature: Ron Wittus]
Chairman

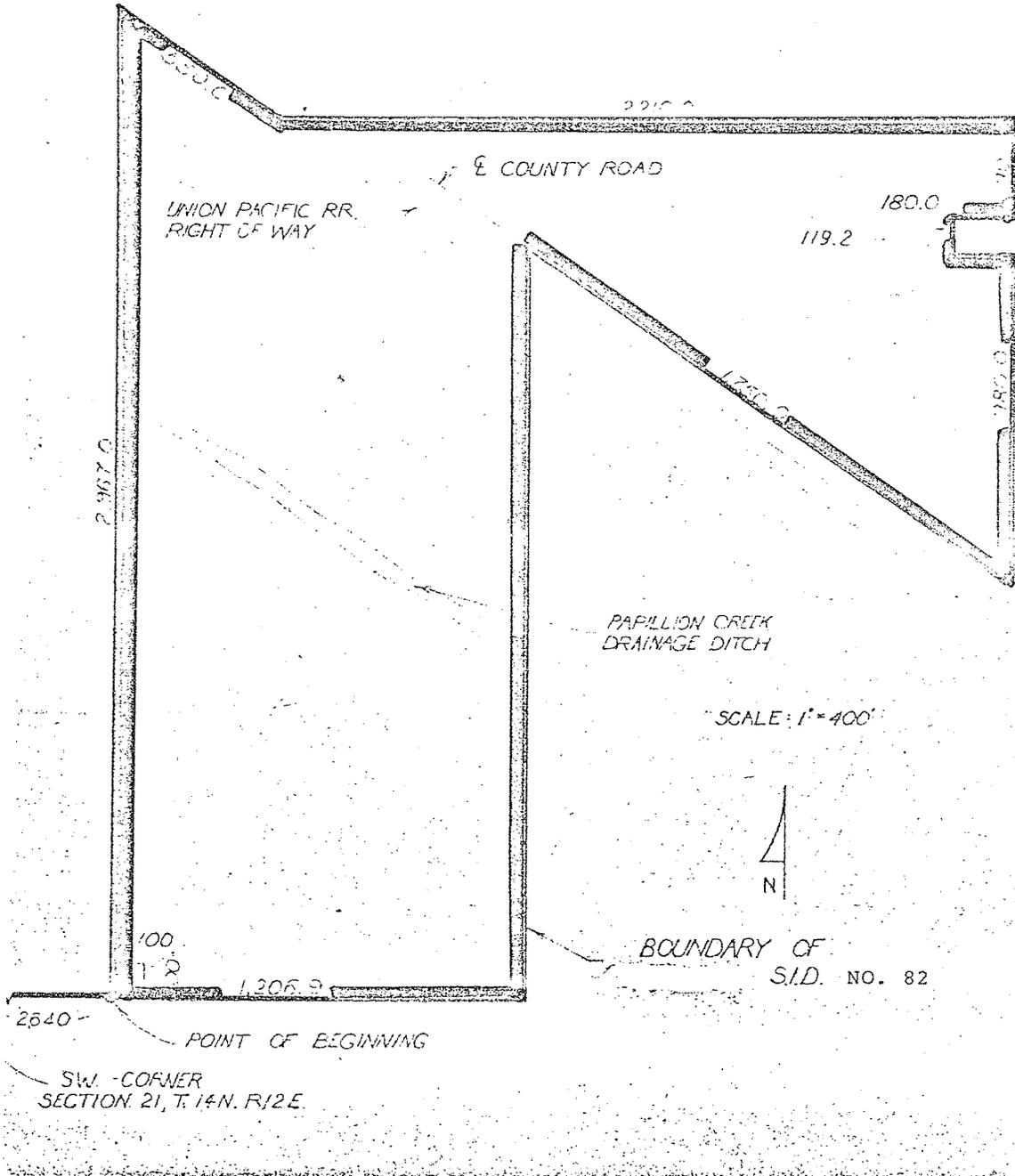
LEGAL DESCRIPTION

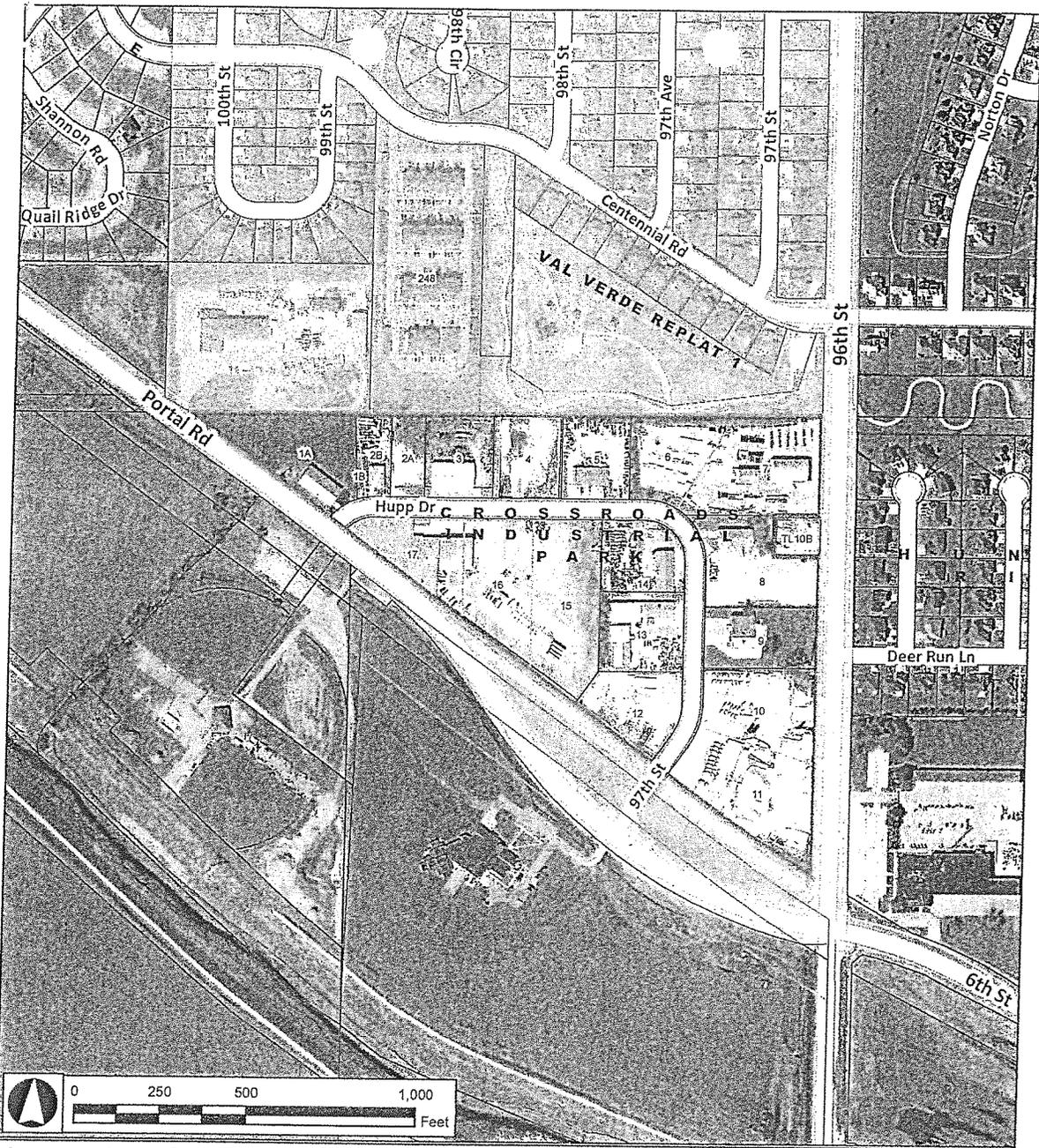
A tract of land located in the E. $\frac{1}{2}$ of Section 21, T14N, R12E. of the 6th P.M. Sarpy county, Nebraska more particularly described as follows:

Commencing at the S. W. corner of said Section 21; thence Easterly, along the South line of Section 21, a distance of 2,640.0 feet to the point of Beginning; thence North, along the center of said Section 21, a distance of 2,967 feet, more or less, to the South right-of-way line of the Union Pacific Railroad; thence Southeasterly along said South right-of-way line a distance of 550.0 feet more or less to the North line of the S. E. $\frac{1}{4}$ of said Section 21; thence Easterly along the N. line of the S. E. $\frac{1}{4}$ of said Section 21 a distance of 2,210 feet more or less to the East line of Section 21, T14N, R12E; thence Southerly a distance of 290.0 feet; thence West a distance of 180.0 feet; thence South a distance of 119.2 feet; thence East a distance of 180.0 feet to the East line of said Section 21; thence South along the East line of said Section 21, a distance of 980.0 feet more or less, to the center-line of the County Road; thence Northwesterly a distance of 1,750.0 feet more or less; thence South a distance of 1,200.0 feet to a point on the South line of said Section 21; thence West along the South line of said Section 21, a distance of 1,206.9 feet, to the point of Beginning.

Containing 100 acres more or less.

SANITARY & IMPROVEMENT DISTRICT NO. 82





Annexation Area Map

Legend

-  La Vista City Limits
-  Annexation Areas

SID 82 - Crossroads Industrial Park

October 5, 2010
CAS



LEGAL DESCRIPTION: CROSSROADS INDUSTRIAL PARK

LOTS 1A, 1B, 2A, 2B, 3 THROUGH 17, CROSSROADS INDUSTRIAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL PUBLIC STREETS LYING WITHIN SAID CROSSROADS INDUSTRIAL PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7, CROSSROADS INDUSTRIAL PARK, AND THE WEST LINE OF 96TH STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE WEST LINE OF 96TH STREET RIGHT-OF-WAY TO THE NORTH LINE OF TAX LOT 10B;

THENCE WEST ON THE NORTH LINE OF TAX LOT 10B TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ON THE WEST LINE OF TAX LOT 10B TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ON THE SOUTH LINE OF TAX LOT 10B TO THE WEST LINE OF 96TH STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE EAST LINE OF 96TH STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID LOT 11, AND THE NORTHERLY LINE OF TAX LOT 20C, LYING WITH THE SE ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 20C, AND THE SOUTHERLY LINE OF CROSSROADS INDUSTRIAL PARK TO THE NORTHWEST CORNER OF SAID LOT 1A, AND THE NORTH LINE OF SAID CROSSROADS INDUSTRIAL PARK;

THENCE EAST ON THE NORTH LINE OF CROSSROADS INDUSTRIAL PARK TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

A tract of land located in the E. ½ of Section 21, T14N, R12E. of the 6th P.M. Sarpy county, Nebraska more particularly described as follows:

Commencing at the S. W. corner of said Section 21; thence Easterly, along the South line of Section 21, a distance of 2,640.0 feet to the point of Beginning; thence North, along the center of said Section 21, a distance of 2,967 feet, more or less, to the South right-of-way line of the Union Pacific Railroad; thence Southeasterly along said South right-of-way line a distance of 550.0 feet more or less to the North line of the S. E. ¼ of said Section 21; thence Easterly along the N. line of the S. E. ¼ of said Section 21 a distance of 2,210 feet more or less to the East line of Section 21, T14N, R12E; thence Southerly a distance of 290.0 feet; thence West a distance of 180.0 feet; thence South a distance of 119.2 feet; thence East a distance of 180.0 feet to the East line of said Section 21; thence South along the East line of said Section 21, a distance of 980.0 feet more or less, to the center-line of the County Road; thence Northwesterly a distance of 1,750.0 feet more or less; thence South a distance of 1,200.0 feet to a point on the South line of said Section 21; thence West along the South line of said Section 21, a distance of 1,206.9 feet, to the point of Beginning.

EXCEPT AS:

LEGAL DESCRIPTION: CROSSROADS INDUSTRIAL PARK

LOTS 1A, 1B, 2A, 2B, 3 THROUGH 17, CROSSROADS INDUSTRIAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL PUBLIC STREETS LYING WITHIN SAID CROSSROADS INDUSTRIAL PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7, CROSSROADS INDUSTRIAL PARK, AND THE WEST LINE OF 96TH STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE WEST LINE OF 96TH STREET RIGHT-OF-WAY TO THE NORTH LINE OF TAX LOT 10B;

THENCE WEST ON THE NORTH LINE OF TAX LOT 10B TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ON THE WEST LINE OF TAX LOT 10B TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ON THE SOUTH LINE OF TAX LOT 10B TO THE WEST LINE OF 96TH STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE EAST LINE OF 96TH STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID LOT 11, AND THE NORTHERLY LINE OF TAX LOT 20C, LYING WITH THE SE ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 20C, AND THE SOUTHERLY LINE OF CROSSROADS INDUSTRIAL PARK TO THE NORTHWEST CORNER OF SAID LOT 1A, AND THE NORTH LINE OF SAID CROSSROADS INDUSTRIAL PARK;

THENCE EAST ON THE NORTH LINE OF CROSSROADS INDUSTRIAL PARK TO THE POINT OF BEGINNING.

NOTICE OF HEARING
Sanitary and Improvement District No. 82 of
Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary & Improvement District No. 82 of Sarpy County, Nebraska, will be held at 9:00 a.m. on July 20, 2011 at 1413 S. Washington Street, Papillion, Nebraska, which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the principal office of the Board at the above address, and includes payment of bills of the District and consideration of the following Resolution of Dissolution.

RESOLUTION OF DISSOLUTION

BE IT RESOLVED, that the Board of Trustees of Sanitary & Improvement District No. 82 of Sarpy County, Nebraska, find and determine that it is advisable to dissolve the District.

BE IT FURTHER RESOLVED, that a general description of the terms and conditions of the dissolution are as follows:

1. All of the assets and liabilities of the District, including warrants and bonds, have been assumed by the City of LaVista ("LaVista") pursuant to a Partial Annexation Agreement which was approved by the Sarpy County District Court on June 27, 2011, with the exception of the outfall sanitary sewer located south of Portal Road, the ownership, operation and maintenance of which are assumed by the City of Papillion. As a result, there are no longer any public improvements in need of ownership or maintenance by the District. The purpose of the District has been completed.
2. The dissolution shall become effective on July 31, 2011 upon the passage of the Resolution of Dissolution of the Board of Trustees at their meeting on July 20, 2011.
3. Upon the passage of the Resolution of Dissolution, the District shall then be dissolved in its entirety, effective July 31, 2011.

That the boundaries of the District are set forth in its Articles of Association recorded with the Secretary of State, State of Nebraska.

If the owners representing the majority of the area of the real estate within the District fail to sign and present to the Board on or prior to the hearing date, a written petition opposing the Resolution, then the majority of the Board of Trustees may pass the Resolution and thereby adopt the proposed dissolution. If a petition opposing such Resolution is signed by property owners representing the majority of the area real estate within the District and presented to the Board of Trustees prior to the hearing date, then the Board of Trustees shall not adopt such Resolution. After the Board of Trustees has adopted such Resolution of Dissolution, the Clerk of the District shall prepare and file a certified copy of the Resolution of Dissolution in the office of the County Clerk where the Articles of Association were filed and in the office of the Secretary of State.

SANITARY & IMPROVEMENT DISTRICT NO.
82 OF SARPY COUNTY, NEBRASKA
By: Donald Warner, Clerk