

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 235 of Sarpy County, Nebraska**, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is 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 20<sup>th</sup> day of June 2012

  
Chairperson

  
Clerk

*Approved*

**MEETING MINUTES OF  
SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA HELD ON JUNE 20, 2012**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska was convened in open and public session at 9:00 a.m. on June 20, 2012 at 10333 So. 152<sup>nd</sup> Street, Omaha, Nebraska.

Present at the meeting were Trustees Jim Emmons, Loren Johnson, Paula Johnson, Joseph Daffer and Mark Kinsey. Also present was Brian C. Doyle, attorney for the District.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on June 6 and June 13, 2012, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the Sarpy County Clerk at least seven days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

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 Clerk then announced that the last publication of the notice of this meeting was more than five days prior to the time set by the Board of Trustees for public hearing, as set forth in the Proof of Publication. The Clerk further announced that notice had been posted in three conspicuous places within the District and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed by any of the property owners within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Trustees then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, the same being the Resolution adopted in form at the meeting of the Board of Trustees held on May 30, 2012, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the Resolution of Necessity for the District acquiring from Marvale Farm LLC for acquisition of Sewer Easements/ROW Acquisition in the amount of \$33,015.45 to construct the new sewers and paving to Sunridge West and hereby is approved as proposed at the meeting of the Board of Trustees held on May 30, 2012.

The Clerk then announced that the last publication of the notice of this meeting was more than five days prior to the time set by the Board of Trustees for public hearing, as set forth in the Proof of Publication. The Clerk further announced that notice had been posted in three conspicuous places within the District and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed by any of the property owners within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Trustees then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, the same being the Resolution adopted in form at the meeting of the Board of Trustees held on May 30, 2012, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the Resolution of Necessity for the District entering into a Water Extension Agreement with Metropolitan Unities District for the construction of Interior Water Mains and hereby is approved as proposed at the meeting of the Board of Trustees held on May 30, 2012.

The Chairman then brought the Board's attention to the fact that there was now due and owing Marvale Farms LLC the sum of \$33,015.45 in connection with Sewer Easements/ROW Acquisition in connection with construction of new sewers and paving in Sunridge West, which was approved by resolution by the Board of Trustees at the meeting held June 20, 2012.

The Chairman then brought the Board's attention to the fact that there was now due and owing Metropolitan Utilities District the sum of \$169,790.00 in connection with the District entering into a Water Main Extension Agreement in connection with the construction of Interior Water Mains, which was approved by resolution by the Board of Trustees at the meeting held June 20, 2012.

The Chairman then presented the statement of Fullenkamp Doyle & Jobeun for legal services in connection with Sewer Easements/ROW Acquisition and Interior Water Mains in the sum of \$10,443.64 and the Clerk was directed to attach a copy to these minutes.

The Chairman then advised that Kuehl Capital Corporation will place \$213,249.09 in warrants at this time payable from the Construction Fund Account of the District and that the charge for the placement of said warrants, in accordance with the financing agreement heretofore entered into between said fiscal agent and the District is four percent or \$8,529.96.

The Chairman then presented the following statements for payment from the General Fund Account of the District:

- |  |            |
|--|------------|
| a) Chastian-Otis, Inc. for insurance renewals.       | \$4,380.00 |
| b) Signature Signs for street sign repairs. (#11500) | \$1,635.25 |

The Chairman then advised that Kuehl Capital Corporation will place \$6,015.25 in warrants at this time payable from the General Fund Account of the District, and that the charge for the placement of said warrants, in accordance with the financing agreement heretofore entered into between said fiscal agent and the District is four percent or \$240.61.

Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the following resolutions were adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 1015 through 1042, inclusive, of the District, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, Warrant Nos. 1015 through 1038, inclusive, to be payable from the Construction Fund Account of the District (interest to be payable on April 1 of each year) and to be redeemed no later than five years from the date hereof being June 20, 2017, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, and Warrant Nos. 1039 through 1042, inclusive, to be payable from the General Fund

Account of the District and to be redeemed no later than June 20, 2015; to-wit:

- 1) Warrant No. 1015 through 1017, inclusive, each for \$10,000.00 and Warrant No. 1018 for \$3,015.45 all payable to Marvale Farm LLC in connection with Sewer Easements/ROW Acquisition.
- 2) Warrant No. 1019 through 1034, inclusive, each for \$10,000.00 and Warrant No. 1035 for \$9,790.00 all payable to Metropolitan Utilities District in connection with Interior Water Mains.
- 3) Warrant No. 1036 for \$10,000.00 and Warrant No. 1037 for \$443.64 all payable to Fullenkamp Doyle & Jobeun for legal services in connection with Sewer Easements/ROW Acquisition and Interior Water Mains.
- 4) Warrant No. 1038 for \$8,529.96 payable to Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting.
- 5) Warrant No. 1039 for \$3,000.00 and Warrant No. 1040 for \$1,380.00 all payable to Chastian-Otis, inc. for insurance renewals.
- 6) Warrant No. 1041 for \$1,635.25 payable to Signature Signs for street sign repairs.
- 7) Warrant No. 1042 for \$240.61 payable to Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and

occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonable expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the less of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13

months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

2. To the best of their knowledge, information and belief, the above exceptions are reasonable.

3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its Bonds.

4. This Certificate is being passed, executed and delivered pursuant to Sections 1.148-2 (b) (2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended, and under the Internal Revenue Code of 1986.

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

A handwritten signature in cursive script, appearing to read 'Loren Johnson', written in black ink.

Loren Johnson, Chairman

A handwritten signature in cursive script, appearing to read 'Jim Emmons', written in black ink.

Jim Emmons, Clerk

# AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }  
 } SS.  
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, June 6, 2012 Bellevue Leader  
Thereafter, Wednesday, June 13, 2012 Bellevue Leader

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

 OR 

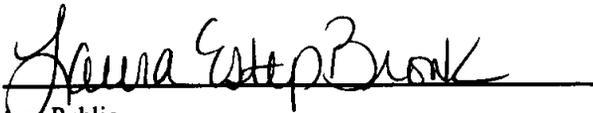
Shon Barenklau OR Kirk Hoffman  
Publisher Business Manager

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

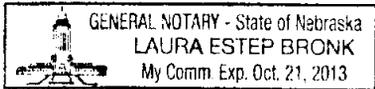
SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

## NOTICE

Today's Date 06-13-2012  
Signed in my presence and sworn to before me:



Notary Public



Printer's Fee \$ 81.61  
Customer Number: 40972  
Order Number: 0001520810

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on June 20, 2012 at 10333 South 152nd Street, Omaha Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to pay acquisition fees to Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to serve Sunridge West.

The outer boundaries of the areas which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$38,600.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman  
Jim Emmons, Clerk

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County of Sarpy }

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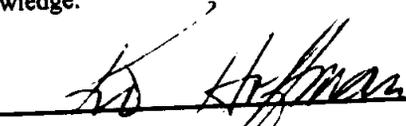
Wednesday, June 6, 2012 Bellevue Leader  
Thereafter, Wednesday, June 13, 2012 Bellevue Leader

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

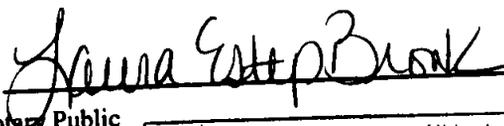
### NOTICE

  
\_\_\_\_\_  
Shon Barenklau OR Kirk Hoffman  
Publisher Business Manager

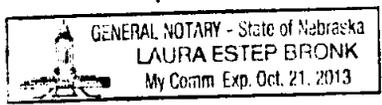
NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on June 20, 2012 at 10333 South 152nd Street, Omaha Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

Today's Date 06-13-2012  
Signed in my presence and sworn to before me:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to pay acquisition fees to Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to serve Sunridge West.

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

The outer boundaries of the areas which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.



Said plans and specifications have been reviewed by Lamp Ryneerson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$38,600.

Printer's Fee \$ 81.61  
Customer Number: 40972  
Order Number: 0001520810

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA  
By: Loren Johnson, Chairman  
Jim Emmons, Clerk

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Shon Barenklau OR Kirk Hoffman  
Publisher Business Manager

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

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BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Water Main Extension Agreement with Metropolitan Utilities District for the construction of an improvement within the boundaries of the District, said improvement to be designated as Interior Water Mains and shall be constructed as follows:

### WATER MAIN EXTENSION AGREEMENT District Job No. 100066000929

THIS AGREEMENT is entered into on \_\_\_\_\_ 20\_\_\_\_ between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Sanitary Improvement District #235 of Sarpy County ("Applicant").

In consideration of the Applicant's payment of One Hundred Sixty Nine Thousand Seven Hundred Ninety and 00/100 Dollars (\$ 169,790.00 ) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

1020'+/- of 8" and 1780'+/- of 6" D.I.P.J. water main in Sunridge West Subdivision at 183rd and Harrison Street to serve lots 1-70

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes (1) the estimated (total) cost of the main installation (\$155,774) (based on an average of past jobs of similar size and length) and (2) the (estimated) contributions to other pioneer mains (\$14,016). The estimated total cost of the main installation is \$155,774, of which cost the District shall assume \$None, which is the estimated difference in cost between an 8" & 6" main required and an 8" & 6" main installed.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

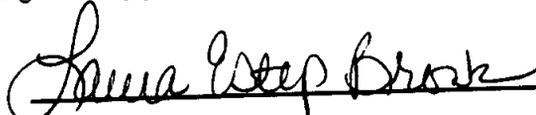
The District may permit others to tap the main, but when an application to connect to the main is granted to serve the following real property:

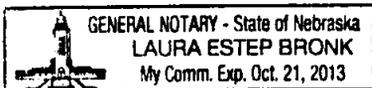
-The south 195.9' of the north 228.9' of the west 150' of the east 875.11' of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting 184th Street

-The south 150' of the north 1445.38' of the east 180'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly south of and abutting Josephine Street

- The south 64'+/- of the north 1295.38'+/- of the west 150' of the east 310'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting Josephine Street

Today's Date 06-13-2012  
Signed in my presence and sworn to before me:

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



Printer's Fee \$ 221.76  
Customer Number: 40972  
Order Number: 0001520774

abutting the main, the District shall collect the connection charge in accordance with the District's Water Rules and Regulations and procedures. The District shall refund to the Applicant the connection charges collected on an annual basis. The District shall not make refunds more than twenty (20) years after the main is placed in service.

The District shall demand payment of connection charges but shall not be obligated to pursue litigation to collect a connection charge for refund purposes, but the District shall refuse individual connections to the water main until the individual connection charge is paid. The Applicant shall be regarded as a third-party beneficiary under this Agreement to pursue the Applicant's own collection of an unpaid connection charge.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

The outer boundaries of the areas which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$220,000.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefited thereby. All special assessments which may be levied upon the properties specially benefited by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

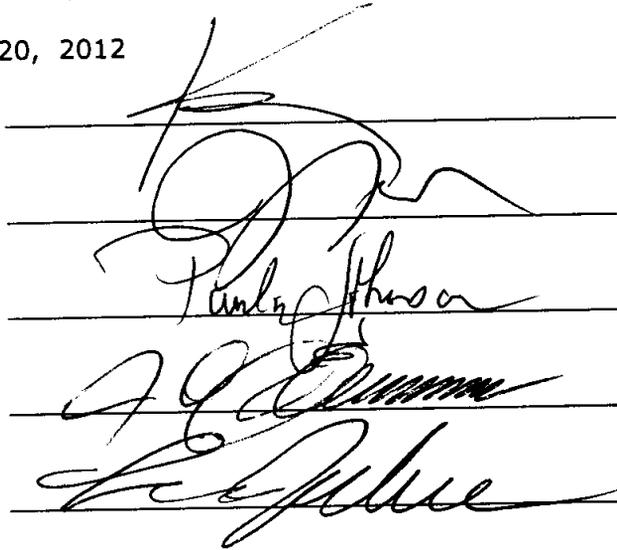
**SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA**

By: Loren Johnson, Chairman  
Jim Emmons, Clerk  
1520774; 6/8 & 8/13

ACKNOWLEDGMENT OF RECEIPT OF  
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska do 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 20, 2012 at 11440 West Center Road, Omaha, Nebraska.

DATED: June 20, 2012



The image shows four handwritten signatures, each written on a horizontal line. The signatures are written in black ink and are somewhat stylized. The first signature is the most prominent, followed by three others below it. The names are not clearly legible due to the cursive style.

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on June 20, 2012 was mailed to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting published in The Bellevue Leader on June 6 and June 13, 2012 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk within thirty days from the date of this meeting.

  
Clerk

CERTIFICATE

The undersigned, Clerk of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to Resolution of Necessity and for the acquisition from Marvale Farm LLC for Sewer Easements/ROW Acquisition to construct the new sewers and paving to Sunridge West and for the District to enter into a Water Main Extension Agreement with Metropolitan Utilities District for construction of Interior Water Mains.

  
Clerk

# The Omaha World-Herald Ad Order Confirmation

## Ad Content

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

### NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on June 20, 2012 at 10333 South 152nd Street, Omaha Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to pay acquisition fees to Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to serve Sunridge West.

The outer boundaries of the areas which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Ryneason & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$38,600.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman  
Jim Emmons, Clerk

1520810: 6/6. & 6/13

**Ad Number** 0001520810-01

**Sales Rep.** jerwin

**Order Taker** jerwin

**Ad Type** SNI Legals Semi D

**Ad Size**

: 2.0 X 53 Li

**PO Number** SID 235

**Color** B&W

**Promo Type**

**Customer**

FULLENKAMP, DOYLE & JOBE

**Customer Account**

40972

**Customer Address**

ATTN: BRIANNA M JOHNSON,  
OMAHA NE 68144 USA

**Customer Phone**

(402)334-0700

**Ordered By**

**Special Pricing**

None

**Invoice Text**

SID 235

**Materials**

**Ad Order Notes**

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Blind Box</u>
0	0	

<u>Net Amount</u>	<u>Total Amount</u>
\$81.61	\$81.61

**Payment Method**

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$81.61

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Bellevue Legals	6/6/2012, 6/13/2012	2	\$81.61
	SNI Legals Bellevue-Appears			

# SUBURBAN NEWSPAPERS, Inc.

Your legal notice was published in the Bellevue Leader on 6/6/2012 and will end on 6/13/2012 affidavit of publication will follow.

Thank you.

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

## NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on June 20, 2012 at 10333 South 162nd Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Water Main Extension Agreement with Metropolitan Utilities District for the construction of an improvement within the boundaries of the District, said improvement to be designated as Interior Water Mains and shall be constructed as follows:

### WATER MAIN EXTENSION AGREEMENT District Job No. 100086000920

THIS AGREEMENT is entered into on \_\_\_\_\_ 20\_\_\_\_ between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Sanitary Improvement District #235 of Sarpy County ("Applicant").  
In consideration of the Applicant's payment of One Hundred Sixty Nine Thousand Seven Hundred Ninety and 00/100 Dollars (\$ 169,790.00 ) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

1020'+/- of 8" and 1780'+/- of 6" D.I.P.J. water main in Sunridge West Subdivision at 183rd and Harrison Street to serve lots 1-70

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes (1) the estimated (total) cost of the main installation (\$155,774) (based on an average of past jobs of similar size and length) and (2) the (estimated) contributions to other pioneer mains (\$14,018). The estimated total cost of the main installation is \$155,774, of which cost the District shall assume \$None, which is the estimated difference in cost between an 8" & 6" main required and an 8" & 6" main installed.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The District may permit others to tap the main, but when an application to connect to the main is granted to serve the following real property:

-The south 195.9' of the north 228.9' of the west 150' of the east 675.11' of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting 184th Street

-The south 150' of the north 1445.38' of the east 160'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly south of and abutting Josephine Street

-The south 84'+/- of the north 1295.38'+/- of the west 150' of the east 310'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting Josephine Street

abutting the main, the District shall collect the connection charge in accordance with the District's Water Rules and Regulations and procedures. The District shall refund to the Applicant the connection charges collected on an annual basis. The District shall not make refunds more than twenty (20) years after the main is placed in service.

The District shall demand payment of connection charges but shall not be obligated to pursue litigation to collect a connection charge for refund purposes, but the District shall refuse individual connections to the water main until the individual connection charge is paid. The Applicant shall be regarded as a third-party beneficiary under this Agreement to pursue the Applicant's own collection of an unpaid connection charge.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have the street(s) to grade before the main installation or a change in the grade or lowering

abutting the main, the District shall collect the connection charge in accordance with the District's Water Rules and Regulations and procedures. The District shall refund to the Applicant the connection charges collected on an annual basis. The District shall not make refunds more than twenty (20) years after the main is placed in service.

The District shall demand payment of connection charges but shall not be obligated to pursue litigation to collect a connection charge for refund purposes, but the District shall refuse individual connections to the water main until the individual connection charge is paid. The Applicant shall be regarded as a third-party beneficiary under this Agreement to pursue the Applicant's own collection of an unpaid connection charge.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm-sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

The outer boundaries of the area which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$220,000.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

**SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA**

By: Loren Johnson, Chairman  
Jim Emmons, Clerk  
1520774; 8/9 & 8/13



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

May 22, 2012

Chairman and Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska  
c/o Mr. Brian Doyle, Attorney  
Brian@fdjlaw.com  
Fullenkamp Doyle & Jobeun  
11440 West Center Road, Suite C  
Omaha, NE 68144

REFERENCE: SID No. 235 (Sunridge – Sunridge West)  
Sewer Easements / ROW Acquisition – Sunridge West  
LRA Job No. 0109117.11-030/040/050

Dear Members of the Board:

This is to advise you that we have reviewed the proposed costs for Sewer Easements / ROW Acquisition as required to construct the new sewers and paving to serve Sunridge West. These costs are similar to the costs shown on the Development Cost Estimate Submitted for SID Fiscal Commitment, September 21, 2011. We find these costs to be a reasonable and necessary expense of the District. We recommend payment of these costs directly to Marvale Farm, LLC.

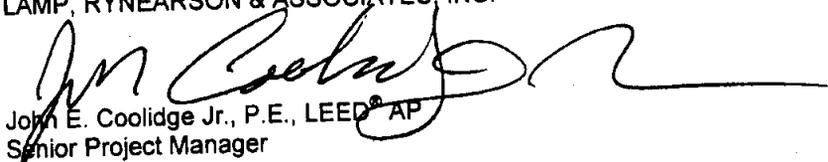
The following is our estimate of the total cost which the District might be expected to incur for the Sewer Easements / ROW Acquisition:

Amount to be paid to Marvale Farm, LLC for Sewer Easements / ROW Acquisition	\$33,015.45
Estimated Engineering, Miscellaneous, Legal, Publication, Financing and Interest Costs	<u>\$5,584.55</u>
<b>TOTAL ESTIMATED PROJECT COST (Sewer Easements)</b>	<b>\$38,600.00</b>

Please call if you have any questions.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

  
John E. Coolidge Jr., P.E., LEED® AP  
Senior Project Manager

Enclosures

c: Loren Johnson, Celebrity Homes

cg:\Engineering\0109117\ADMIN\LTR Doyle - Marvale Farm Easement 120522.docx

*6/6 your  
6/13  
6/20 not*

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

**ENGINEERS SURVEYORS PLANNERS**

# WATER MAIN EXTENSION AGREEMENT

District Job No. 100055000920

THIS AGREEMENT is entered into on \_\_\_\_\_ 20\_\_\_\_, between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Sanitary Improvement District #235 of Sarpy County ("Applicant").

In consideration of the Applicant's payment of One Hundred Sixty Nine Thousand Seven Hundred Ninety and 00/100 Dollars (\$ 169,790.00 ) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

1020'+/- of 8" and 1780'+/- of 6" D.I.P.J. water main in Sunridge West Subdivision at 183rd and Harrison Street to serve lots 1-70

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes (1) the estimated (total) cost of the main installation (\$ 155,774 ) (based on an average of past jobs of similar size and length) and (2) the (estimated) contributions to other pioneer mains (\$ 14,016 ). The estimated total cost of the main installation is \$ 155,774, of which cost the District shall assume \$ None, which is the estimated difference in cost between an 8" & 6" main required and an 8" & 6" main installed.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The District may permit others to tap the main, but when an application to connect to the main is granted to serve the following real property:

- The south 195.9' of the north 228.9' of the west 150' of the east 675.11' of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting 184th Street
- The south 150' of the north 1445.38' of the east 160'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly south of and abutting Josephine Street
- The south 64'+/- of the north 1295.38'+/- of the west 150' of the east 310'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting Josephine Street

abutting the main, the District shall collect the connection charge in accordance with the District's Water Rules and Regulations and procedures. The District shall refund to the Applicant the connection charges collected on an annual basis. The District shall not make refunds more than twenty (20) years after the main is placed in service.

*pub 2/6 = 6/13  
NTS @ 120/12*

The District shall demand payment of connection charges but shall not be obligated to pursue litigation to collect a connection charge for refund purposes, but the District shall refuse individual connections to the water main until the individual connection charge is paid. The Applicant shall be regarded as a third-party beneficiary under this Agreement to pursue the Applicant's own collection of an unpaid connection charge.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

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This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

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This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

**SANITARY & IMPROVEMENT DISTRICT  
# 235 of Sarpy County**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Printed Name & address

\_\_\_\_\_  
Phone Number: \_\_\_\_\_

By: \_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Printed Name & address

\_\_\_\_\_

**METROPOLITAN UTILITIES DISTRICT OF OMAHA:**

By: \_\_\_\_\_  
Senior Vice President, Operations

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Vice President, General Counsel

Law Offices

**FULLENKAMP, DOYLE & JOBEUN**

11440 West Center Road  
Omaha, NE 68144  
Fed I.D. #47-0521328

334-0700  
334-0815  
fax

June 20, 2012

Chairman & Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska

**STATEMENT FOR SERVICES RENDERED**

For services rendered in connection with:

Sewer Easements/ROW Acquisition (Marvale Faarms LLC)	\$ 1,650.77
Interior Water Mains	<u>8,489.50</u>
	\$10,140.27
Expenses: Publication and copies	<u>303.37</u>
<b>TOTAL AMOUNT DUE:</b>	<b><u>\$10,443.64</u></b>

**Chastain-Otis**

9394 West Dodge Road Suite 150  
Omaha, NE 68114-3319  
Phone : 402-397-2500 Fax : 402-397-2467

<b>INVOICE # 23182</b>		<b>Page 1</b>
<b>ACCOUNT NO.</b> SID23-5	<b>CSR</b> SC	<b>DATE</b> 06/07/12
<b>PRODUCER</b> David R. Chastain, CLU,CPCU		

**SID #235**

c/o Fullenkamp, Doyle & Joebeun  
11440 West Center Road  
Omaha, NE 68144

<b>Itm #</b>	<b>Due Date</b>	<b>Trm</b>	<b>Type</b>	<b>Policy #</b>	<b>Description</b>	<b>Amount</b>
474538	06/07/12	REN	UM-S	CUPNEG0272	Policy renewal Umbrella	\$ 2,100.00
474539	06/07/12	REN	WC-S	WCPNEG0272	Policy renewal Work Comp	\$ 306.00
474540	06/07/12	REN	GL-S	CMPNEG0272	Policy renewal Liability	\$ 1,458.00
474541	06/07/12	REN	PROP	CMPNEG0272	Policy renewal Property	\$ 516.00
<b>Invoice Balance:</b>						<b>\$ 4,380.00</b>



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

June 4, 2012

Chairman and Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska  
c/o Mr. Brian Doyle, Attorney  
Fullenkamp, Doyle & Jobeun  
11440 West Center Road  
Omaha, NE 68144

REFERENCE: S.I.D. No. 235 (Sunridge)  
Street Sign Repairs  
LRA Job No. 0109117.90-393

Dear Members of the Board:

Enclosed is Invoice No. 11500, dated May 15, 2012, from Signature Signs, for street sign repairs within the referenced District. These repairs were as directed in our letter to Seastedt Construction dated March 15, 2012.

Seastedt Construction has discontinued the business of sign installation. Signature Signs is completing any outstanding work in progress for Seastedt Construction.

Payment directly to Signature Signs in the amount of \$1,635.25 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

David T. McIvor, P.E.  
Senior Construction Engineer

Enclosure

c: Loren Johnson

mm\LA\Engineering\0109117.90\ADMIN\Signs2012\INV Signature Signs 120604.docx

*Leaving a Legacy of Enduring Improvements to Our Communities* - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

# Signature Signs

4619 South 88th Street  
Omaha NE 68127  
402-331-4258  
Stom@sadci.omhcoxcmail.com

# Invoice

Date	Invoice #
05/15/2012	11500

Net due upon receipt

**Bill to**

SID 235 (Sunridge)  
C/O Lamp Rynearson & Associates  
14610 W Dodge Rd Ste 100  
Omaha NE 68154

DESCRIPTION	QTY	RATE	AMOUNT
Street sign repairs	1	\$1,550.00	\$1,550.00
sales tax		5.50%	\$85.25

**Total**                      **\$1,635.25**

## AGENDA

Sanitary and Improvement District No. 235 of Sarpy County, Nebraska; Meeting to be held June 20 2012.

1. Present Open Meeting Laws.

2. Vote on and approve Resolution of Necessity for the District to acquire from Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to Sunridge West; being the same Resolution adopted in form at the meeting of the Board of Trustees held on May 30, 2012.

3. Vote on and approve Resolution of Necessity for the District entering into a Water Extension Agreement with Metropolitan Utilities District for the construction of Interior Water Mains; being the same Resolution adopted in form at the meeting of the Board of Trustees held on May 30, 2012.

4. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:

a) Marvale Farms LLC in connection with Sewer Easements/ROW Acquisition.	\$33,015.45
b) Metropolitan Utilities District in connection with Interior Water Mains.	\$169,790.00
c) Fullenkamp Doyle & Jobeun for legal services in connection with Sewer Easements/ROW Acquisition And Interior Water Mains.	\$10,443.64
d) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting. (4%)	\$8,529.96

5. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

a) Chastian-Otis, Inc. for insurance renewals.	\$4,380.00
b) Signature Signs for street sign repairs. (#11500)	\$1,635.25
c) Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (4%).	\$240.61