

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 291 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 12th day of June 2015.



Chairperson



Clerk

**MINUTES OF THE MEETING OF THE BOARD OF
TRUSTEES OF SANITARY AND IMPROVEMENT
DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA
HELD ON JUNE 12, 2015**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on June 12, 2015 at 11440 West Center Road, Omaha, Nebraska.

Present at the meeting were Trustees Jim Emmons, Loren Johnson, Ryan Larsen, Chad Larsen and Paula Johnson.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on June 10, 2015, 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, Papillion, Nebraska 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 then stated that a copy of the Nebraska Open Meeting Laws was available for review and inspection and stated the location of said copy in the room in which such meeting was being held.

The Chairman then presented the following statements payable from the General Fund Account of the District and the Clerk was directed to attach a copy of said statement to these minutes:

- | | |
|--|------------|
| a) Trekk Design Group LLC for sanitary sewer maintenance.
(#15-003450) | \$2,471.00 |
| b) Skyline Sign Company for street sign repairs. | \$2,215.40 |
| c) Kuehl Capital Corporation for advisory structuring fees for
the General Fund warrants issued at this meeting. (2.5%) | \$117.16 |

d) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.5%)	\$72.05
Total	\$4,803.56

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the Chairman and Clerk be and hereby are authorized and directed to execute and deliver Warrant Nos. 924 through 927, inclusive, of the District, dated the date of this meeting, 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 to be made payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being June 12, 2018; to-wit:

- 1) Warrant No. 924 for \$2,471.00 payable to Trekk Design Group LLC for sanitary sewer maintenance.
- 2) Warrant No. 925 for \$2,215.40 payable to Skyline Sign Co. for street sign repairs.
- 3) Warrant No. 926 for \$117.16 payable to Kuehl Capital Corporation for advisor fees for Construction Fund warrants issued at this meeting.
- 4) Warrant No. 927 for \$72.05 payable to First National Capital Markets for underwriting fees for Construction Fund warrants issued at this meeting.

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

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair 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 (the "Code"), pertaining to the General Fund Warrants;

No opinion of nationally recognized counsel in the area of municipal finance has been delivered with respect to the treatment of interest on the General Fund Warrants. Purchasers

of the General Fund Warrants are advised to consult their tax advisors as to the tax consequences of purchasing or holding the General Fund Warrants.

The Chairman then presented the engineer's estimate for the District entering into an Underground Service Agreement with Omaha Public Power District for electrical distribution services for Whitetail Creek Phase 3, together with an estimate of the total cost of said improvement prepared by Lamp Rynearson & Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$425,898.

After discussion, the Resolution contained in Exhibit "A", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District entering into an Underground Service Agreement with Omaha Public Power District for electrical distribution services for Whitetail Creek Phase 3 shall be held at 13903 So. 47th Street, Bellevue, Nebraska at 9:00 a.m. on July 1, 2015, at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on June 17 and June 24, 2015, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk of Papillion, Nebraska as required by Section 31-727.02 R.R.S.

The Chairman then presented the Subdivision Agreement and First Amendment to Interlocal Cooperation Agreement (Giles Street Improvements - 186th Street to 192nd Street). After review, the Chairman and Clerk were authorized to execute said Agreements and the Clerk was directed to attach a copy to these minutes.

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 over a horizontal line.

Loren Johnson, Chairman

A handwritten signature in cursive script, appearing to read 'Jim Emmons', written over a horizontal line.

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 Ron Petak deposes and says that he is the Executive Editor 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 10, 2015 **Bellevue Leader**

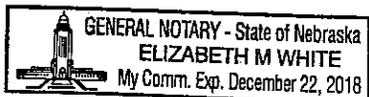
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 6-10-2015
Signed in my presence and sworn to before me:

[Signature]
Notary Public



Printer's Fee \$ 10.66
Customer Number: 40972
Order Number: 0001866075

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

NOTICE OF MEETING

SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

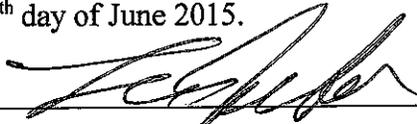
NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 9:00 a.m. on June 12, 2015 at 13903 So. 47th Street, Bellevue, Nebraska, which meeting will be open to the public. An agenda for such meeting, kept continuously current is available for public inspection at 11440 West Center Road, Omaha, Nebraska, and includes the payment of bills of the District.

Loren Johnson, Chairman
1866075; 6/10

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting Board of Trustees of said District and the agenda for such meeting held at 9:00 A.M. on June 12, 2015 at 13903 So. 47th Street, Bellevue, Nebraska.

DATED this 12th day of June 2015.



Paula Johnson





CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on June 12, 2015 was mailed to the Sarpy County Clerk, Papillion, Nebraska 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 designed in the notice of meeting published in the Bellevue Leader on June 10, 2015 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 of Papillion, Nebraska within thirty days from the date of this meeting.


Clerk



**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 1, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer Maintenance
LRA Job No. 0109067.90-381

Dear Members of the Board:

Enclosed is Invoice No. 15-003450, dated April 28, 2015, from Trekk Design Group, LLC, for annual routine sewer jetting services within the District.

We recommend payment directly to Trekk Design Group, LLC in the amount of \$2,471.00.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

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

Enclosure

c w/enc: Loren Johnson
c: Trekk Design Group, LLC

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

ENGINEERS SURVEYORS PLANNERS

TREKK Design Group, LLC

1441 East 104th Street, Suite 105
Kansas City, MO 64131

Invoice

Invoice #: 15-003450
Invoice Date: 4/28/2015

Bill To:

Lamp Rynearson & Associates
Attn: Dave McIvor
14710 W. Dodge Road, Suite 100
Omaha, NE 68154

Date of Service 3/1-3/31/2015

Customer Project/PO# :

Project: 13-014 SID #291 Whitetail Creek

Description	Hours/Qty	Rate	Amount
SID #291 Whitetail Creek Clean Sewer	4,942	0.50	0.00 2,471.00
Total Project Invoice Amount			\$2,471.00

All invoices are due upon receipt or contractual agreement.
Please remit to: 1441 East 104th Street, Suite 105, Kansas City, MO 64131



**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 3, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
Street Sign Repairs
LRA Job No. 0109067.90-393

Dear Members of the Board:

Enclosed is an invoice, dated May 29, 2015, from Skyline Sign Company, for street sign repairs within the referenced District. The repairs were as directed in our letter dated May 14, 2015.

Payment directly to Skyline Sign Company in the amount of \$659.79 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.


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

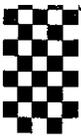
Enclosure

c w/enc: Loren Johnson
c: Skyline Sign Company

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

ENGINEERS SURVEYORS PLANNERS



**SKYLINE
SIGN CO.**

*Wood • Metal • Masonry
New • Repairs*
1500 Skyline Drive
Elkhorn, Nebraska 68022

**Wes Ewasiuk
402-289-3635**

Invoice date: May 29, 2015

Billed To:

Mr. David T. McIvor, P.E.
Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154-2027

Street Sign Repair in Whitetail Creek, S.I.D. 291, LRA Job No. 0109067.90-393, per your letter of May 14, 2015:	Amount: \$ 659.79
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**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 29, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
Street Sign Repairs
LRA Job No. 0109067.90-393

Dear Members of the Board:

Enclosed is an invoice dated May 28, 2015, from Skyline Sign Company, for "No Parking" sign installations within the referenced District. The signs were installed as directed in our letter dated May 7, 2015.

Payment directly to Skyline Sign Company in the amount of \$1,555.61 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Matt Nelson, P.E.
Senior Construction Engineer

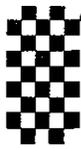
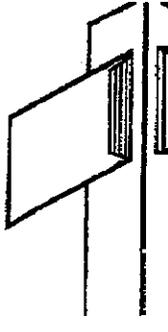
Enclosure

c w/enc: Loren Johnson
c: Skyline Sign Company

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

ENGINEERS SURVEYORS PLANNERS

**SKYLINE
SIGN CO.**

*Wood • Metal • Masonry
New • Repairs*

1500 Skyline Drive
Elkhorn, Nebraska 68022

**Wes Ewasiuk
402-289-3635**

Invoice date: May 28, 2015

Billed To:

Mr. Matt Nelson, P.E.
Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154-2027

Sign Installation in Whitetail Creek, S.I.D. 291,
LRA Job No. 0109067.90-393, per your letter
of May 7, 2015:

Amount:

\$1,555.61



**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 1, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
OPPD Underground Service Agreements
LRA Job No. 0109067.33-070

Dear Members of the Board:

This is to advise you that we have reviewed the enclosed underground service agreement prepared by the Omaha Public Power District for the above referenced project and recommend approval for the same.

We have also reviewed the estimate of construction cost for this project and find it to be a reasonable and necessary expense. The following is our estimate of the total cost, which the District might be expected to incur for the construction as proposed.

Amount to be Advanced to OPPD for 239 Single-Family Residential Lots:	\$322,650
Estimate Engineering, Miscellaneous, Legal, Publication, Financing and Interest Cost:	\$103,248
TOTAL ESTIMATED PROJECT COST:	\$425,898

If the documents meet with your approval, please have all copies properly executed and return them to OPPD.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron J. Grote, P.E.
Senior Project Engineer

Enclosures

c: Loren Johnson

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

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

SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 9:00 A.M. on July 1, 2015 at 13903 South 47th Street, Bellevue, 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Underground Service Agreement with Omaha Public District for the construction of an electrical distribution system within the boundaries of the District, and shall be constructed as follows:

UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 291 of Sarpy County ("SID") agree as follows:

1. Installation of Facilities.

11 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 239 Single Family single family dwelling units in the SID, also known as Whitetail Creek Ph. 3 constructed or to be constructed on the individual lots listed on the attached Exhibit "A".

12 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply. Prior to or at the time of installation of the underground service line to a lot or dwelling, the lot/dwelling owner or builder will be responsible for providing and installing a service conduit from OPPD pedestal to the meter socket for every individual lot in the subdivision per OPPD Meter Manual specifications.

2. Timing and Coordination.

Exhibit "A"

21 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").

22 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.

2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunications suppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities, but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

24 OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD, in its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

3. Site Preparation.

31 Prior to commencement of work hereunder by OPPD, SW/ shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.

32 Prior to the commencement of work hereunder by OPPD SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

33 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold *harmless* OPPD and its contractors and employees in connection therewith.

3. Service During Construction. If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof

4. Payment.

51 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$1350 per lot for each of the lots listed in Exhibit "A", for a total payment of \$322,650.00.

6. Property Rights.

61 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the Facilities.

62 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. Interruption of OPPD Work. If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeure Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD, as liquidated damages and not as a penalty, the sum of \$2 500 in order to compensate OPPD for interruption of its construction forces.

8. Street Lighting. SID may request the installation of electric facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pm-construction requirements by SID

9. Force Majeure. Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeure Event"). A party affected by a Force Majeure Event shall provide written notice thereof to the other party and take reasonable steps to resume performance upon cessation of the Force Majeure Event.

10 **Indemnification** To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorneys fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. **Assignment** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. **Notices** MI notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. **Governing Law** . This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. **Entire Agreement** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

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. 291 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 \$425,898.

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 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. 291 OF SARPY COUNTY, NEBRASKA

By: Chad Larsen, Chairman

Loren Johnson, Clerk

Publication Dates: June 17 and June 24, 2015

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN FIRST AMENDMENT TO
INTERLOCAL COOPERATION ACT AGREEMENT WITH SANITARY AND
IMPROVEMENT DISTRICT 291**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Resolution 2013-279, Sanitary and Improvement District 291 and Sarpy County entered into an Interlocal Agreement for the allocation of the cost of certain road improvements to Giles Road (approximately 186th Street to 192nd Street) in conjunction with the Whitetail Creek residential development; and,

WHEREAS, a First Amendment to the Interlocal Agreement has been proposed which further outlines the responsibilities of the parties; and,

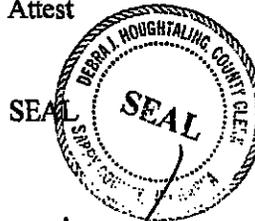
WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said First Amendment to Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

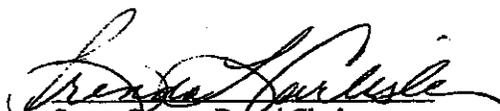
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached First Amendment to Interlocal Cooperation Agreement which commences upon the occurrence of the signatures of all parties to the Agreement.

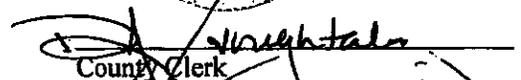
BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the First Amendment to Interlocal Cooperation Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of June 2015.

Attest




Sarpy County Board Chairman


County Clerk

FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
(Giles Street Improvements – 186th Street to 192nd Street)

This First Amendment to the Interlocal Cooperation Agreement (First Amendment) is made and entered into as of May 19, 2015 (Effective Date) by and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, District, and County are hereinafter sometimes referred to as the "Parties."

WHEREAS, County and SID 291 have entered into an Interlocal Cooperation Agreement dated as of August 20, 2013 (the "Agreement") for the purpose of collaborating to construct certain Improvements to Giles Road from approximately 186th Street to 192nd Street;

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, County and SID 291, each intending to be legally bound, do hereby mutually agree as follows:

1. Plans and Designs. Paragraph 2 of the Agreement shall be amended by adding the following sentences to the end of such section:
"At County's discretion, County may phase the construction or installation of the Improvements."

2. Payment of Costs and Improvements. Paragraph 4 of the Agreement shall be amended and restated in its entirety as follows:
"The estimated costs for the Improvements are as shown on the attached Exhibit "B". Payment for the actual costs of the Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement. SID 291 shall pay the County one third of the total cost of the project as their prorata share of the Improvements (SID 291 Contribution) which shall include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. These payments shall be made as per the schedule detailed in paragraph 5 below. County shall be responsible for one third of the actual total cost of the project which shall include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. The final one third pro-rata share shall be the responsibility of the future entity or individual which develops the land on the south side of Giles Road. Said final one third share shall also include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. County shall initially pay for the future entity's one third pro-rata share for the grading, drainage and associated improvements and shall seek reimbursement of said share when the land to the south of Giles Road develops. Any amount received from said future entity or individual shall be owed solely to the County. The actual total costs of the Improvements shall

include engineering, attorneys' fees, publication costs, testing expenses, accounting, property acquisition, construction and related fees and expenses. The actual total costs of the Improvements shall not include any costs of financing or acquiring financing incurred by any Party."

3. Schedule of Payment. Paragraph 5 of the Agreement shall be amended and restated in its entirety as follows:

"County shall bill SID 291 for 20% of SID 291's one third total cost at the completion of construction of the paving improvements of two lanes. SID 291 shall make payment to the County within thirty (30) days of being invoiced. SID 291 shall pay the remaining portion of SID 291's one third total cost to County no later than January 1, 2018."

4. Conflict. In the event there is a conflict between this First Amendment and any other document referred to herein, this First Amendment shall control.
5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
6. No Other Amendment. All references in this First Amendment and in the Agreement to "the Agreement" shall be deemed to be references to the Agreement as amended by this First Amendment. Except as set forth herein, the Agreement is unmodified and remains in full force and effect.

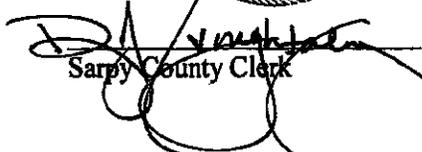
[The next page is the signature page.]

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized official of SID 291 and County, each of whom hereby represents and warrants that he has the full power and authority to execute this First Amendment in such capacity, all as of the day and year first above written.

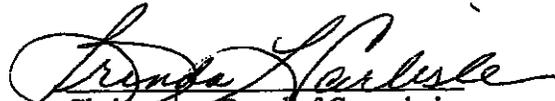
Executed by Sarpy County this 2nd date of June, 2015.

Attest:

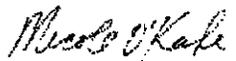



Sarpy County Clerk

SARPY COUNTY, NEBRASKA,
A Political Subdivision


Chairperson, Board of Commissioners

Approved as to form:


Sarpy County Attorney

Executed by SID 291 this _____ date of _____, 2015.

Attest:

SANITARY & IMPROVEMENT
DISTRICT No. 291 of Sarpy County,
Nebraska


Clerk, Board of Trustees


Chairperson, Board of Trustees

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN
SARPY COUNTY, CELEBRITY HOMES, INC., AND SANITARY AND
IMPROVEMENT DISTRICT 291 FOR WHITETAIL CREEK
Lots 239-477, Outlots D-L

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2012) a County Board of Commissioners shall have the authority to adopt a Zoning Regulation, which shall have the force and effect of law; and,

WHEREAS, the County of Sarpy, Celebrity Homes, Inc., and Sanitary and Improvement District 291, desire to enter into a Subdivision Agreement, a copy of which is attached hereto, which governs the development of Whitetail Creek subdivision lots 239 - 477 and outlots D, E, F, G, H, I, J, K, and L, and which complies with the Zoning Regulation of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Subdivision Agreement between the County of Sarpy, Celebrity Homes, Inc., and Sanitary and Improvement District 291, is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Subdivision Agreement which is attached hereto.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of June, 2015.

Attest

SEAL



[Handwritten Signature]
Sarpy County Board Chairman

[Handwritten Signature]
County Clerk

RESIDENTIAL SUBDIVISION AGREEMENT
WHITETAIL CREEK, LOTS 239-477

This Subdivision Agreement made as of the dates indicated at the signatures below by and between Celebrity Homes, Inc., (hereinafter "Developer"), Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "District"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer, District, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Whitetail Creek, Lots 239-477, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and

WHEREAS, Developer has requested County to approve a specific platting of the Development Area; and

WHEREAS, Developer and District wish to connect the sewer to be constructed by District Number 291 within the Development Area with the sewer system of County; and

WHEREAS, Developer and County wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area, the extent to which those contemplated public improvements specifically benefit property in the Development Area or property adjacent thereto, whose costs shall be specially assessed and those public improvement costs that are deemed to be of general benefit to the property within the District; and

WHEREAS, CEDEVCO, Inc., District and County have previously entered into a Residential Subdivision Agreement approved by the Sarpy County Board of Commissioners on March 29, 2011 at Resolution No. 2011-096 (hereinafter referred to as the "Original Subdivision Agreement") and the Residential Subdivision Agreement approved by the Sarpy County Board of Commissioners on August 20, 2013 at Resolution No. 2013-280; and

WHEREAS, Developer, District and County agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION
I.

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost," being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing.
- B. "Property benefited" shall mean the property that is benefited from the public improvements and is situated either (1) within the Development Area or (2) outside of the Development Area, but inside the corporate limits of District. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.
- C. "Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- D. "General obligation" shall mean the entire costs that are not specially assessed.
- E. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless agreed to in advance in writing by County.
- F. "Wastewater" shall include, but not be limited to, wastewater and sewage.
- G. "Wastewater sewer line" shall be deemed to include all wastewater lines and sanitary sewer lines. "Wastewater sewer system" shall be deemed to include all wastewater systems and sanitary sewer systems.
- H. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

SECTION
II.

Developer and District jointly and severally represent and covenant that Developer shall and District shall, thirty (30) days prior to the start of construction, present to the County Clerk duly authorized and executed, binding contracts in full force and effect for the timely and orderly

engineering, procurement, and installation of the public improvements hereinafter set forth, according to the terms of those contracts; and they shall also provide and deliver to County written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Final plans and specifications for Subparagraphs B., C., and D., of this Section II. must have the approval of County and shall be submitted to County for review and approval at least thirty (30) days prior to award of contracts. Developer, District and County agree that the credit of District shall be used for the construction of the following public improvements within the Development Area:

- A. Grading of street right-of-way;
- B. Construction of and concrete paving of all streets dedicated pursuant to the plat (see Exhibit "A"); all of said paving to be a minimum of twenty-five feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached plat and shall be constructed of Portland cement concrete with an integral curb and gutter system. Approval of this Agreement and the plat pertaining thereto shall not constitute the creation of a County Road or acceptance of such platted roads or streets for maintenance by County.
- C. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by Lamp Rynearson and Associates, a copy of which is attached hereto as Exhibit "B."
- D. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A") shall be located as shown on the plans and specifications for said storm sewer improvements prepared by Lamp Rynearson and Associates, Engineers, a copy of which is attached hereto as Exhibit "C."
- E. Water distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed as shown on the water plan improvements prepared by Metropolitan Utilities District, a schematic representation of which is attached hereto as Exhibit "D."
- F. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Black Hills Energy.
- G. Street lighting for public streets dedicated pursuant to the plat (see Exhibit "A") to be installed by the Omaha Public Power District.
- H. Underground electrical service to each of the lots within the Development Area, shall be installed by the Omaha Public Power District.
- I. A concrete sidewalk shall be provided on both sides of a paved street within the dedicated street right-of-way, with a minimum width as required by the existing County Zoning and Subdivision Regulations. All aspects of sidewalk construction shall be governed by the

existing County Zoning and Subdivision Regulations and any and all applicable resolutions of the Sarpy County Board of Commissioners. Sidewalks along both sides of all public streets within the Development Area shall be installed as shown on the sidewalk plan, prepared by Lamp Rynearson and Associates, a copy of which is attached hereto as Exhibit "E" and constructed according to the following schedule:

1. For any improved or built upon lot: Abutting sidewalks shall be constructed immediately or as soon as weather permits. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with the sidewalks of any improved or built upon lot.
 2. For any vacant or unimproved lot: When sixty-five percent (65%) of lots on one side of a street have been improved, sidewalks shall be constructed on all vacant lots located on that side of the street with the sixty-five percent (65%) build out.
 3. For Outlot D, the sidewalk shall be installed upon the completion of 190th Street. For Outlot E, the sidewalk shall be installed upon the completion of 186th Street. For Outlot F, the sidewalk shall be installed upon the completion of 186th Street. For Outlots G, H, I, J, K, and L, the sidewalks shall be installed upon the completion of the Giles Road improvements.
 4. In any event, all sidewalks shall be constructed abutting the public streets within three (3) years of the recording of the subdivision plat. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with sidewalk construction.
 5. All sidewalks shown on Exhibit E shall be maintained by abutting property owner or District.
- J. Landscaping shall be located and installed consistent with the Landscape Exhibit prepared by Lamp Rynearson and Associates, attached hereto as Exhibit "F". All entry sign features shall be landscaped upon the completion of said feature.
- K. If there is any purchase of park property, the price and terms are subject to approval in writing by County.
- L. Street signs at all intersections per plat (see Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."
- M. Payment of required sewer fees.
- N. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Post Construction Stormwater Management Plan, attached hereto as Exhibit "G".

- O. The Development Area shall be graded as shown on the Grading Exhibit prepared by LAMP RYNEARSON AND ASSOCIATES attached hereto as Exhibit "H". Further, grading shall be in conformance with the Sarpy County Zoning Regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.
- P. There shall be installed in the subdivision, prior to the issuance of any occupancy permit for any structure built in said subdivision, fire hydrants and outdoor warning sirens. Outdoor warning sirens shall be installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as Exhibit "I". The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system.
- Q. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the Sarpy County Stormwater Regulations.
- R. Paving, widening and associated improvements to Giles Road shall be completed in accordance with the terms and conditions of the Interlocal Cooperation Agreement and any amendments thereto between the District and the County.

SECTION
III.

It is agreed that the credit or funds of District shall not be used for the engineering, procurement, or construction of any improvements of facilities within the Development Area except those public improvements specified in Section II. hereof or as otherwise provided in this Agreement. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of the Sarpy County Board of Commissioners. Developer and District covenant that there shall be no general obligation of the District without prior written approval of County or as allowed in Section IV below.

SECTION
IV.

Developer and County agree that the entire cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Sections II. and III., above, shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving and construction of street intersections, the cost of one-half of the street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of seven (7) inches, and the cost of pavement width in excess of twenty-five (25) feet exclusive of curbs and gutters, shall be borne by general obligation of District. The cost of curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.
- B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either by special assessment against the property benefited within the Development Area, or by Developer or property owner at the time of the development ("development" shall mean issuance of an occupancy permit by County) of individual platted lots. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, if required, may be borne by general obligation of District. All sidewalks shall have a minimum width and minimum spacing from the back of the curb as required by the Sarpy County Zoning and Subdivision Regulations.
- C. One hundred percent (100%) of the entire cost of wastewater sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area, except as follows:
1. In the case of sanitary sewer lines greater than eight inches (8") in diameter that are oversized to serve a total drainage area larger than the Development Area, the cost of oversizing in excess of eight inches (8") may be a general obligation, whether such line is inside or outside of the Development Area. The cost of oversizing in excess of eight inches (8"), whether inside or outside of the Development Area, may be paid by general obligation, which general obligation portion shall be eligible for recovery from connecting subdivisions on the basis provided in Subsection C.2. below.
 2. The cost of oversizing beyond eight inches (8") in diameter, whether inside or outside of the Development Area, may be recovered by the District from other property in the drainage area served or to be served by the sewer in proportion to the estimated number of acres of buildable property and contributing design flows in the drainage area in accordance with Subsection VI.B.
 3. One hundred percent (100%) of Sewer fees paid to the City of Gretna or the County for the sanitary sewer represented on Exhibit "B" attached hereto may be generally obligated.
 4. One hundred percent (100%) of the cost of outfall sewer lines and lift stations may be a general obligation of the District.
- D. One hundred percent (100%) of the entire cost of all storm sewers, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.

- E. One hundred percent (100%) of the entire cost of the eight inches (8") in diameter water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. In the case of water lines serving the Development Area which are greater than eight inches (8") in diameter, the cost of such oversizing in excess of eight inches (8") may be a general obligation of the District. Refunds, if any, shall be credited in the manner used for underground power as provided in Section IV (H) thereof. All costs for pioneer and approach water mains may be a general obligation of the District.
- F. One hundred percent (100%) of the entire cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served.
- G. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.
- H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- I. Fire hydrants shall be provided by Developer at Developer's cost or by the District and specially assessed against the property within the Development Area. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. Fire hydrants shall be installed in the subdivision, prior to the commencement of construction on any structure within the subdivision. The applicable fire chief shall determine the type and specifications for fire hydrants. Outdoor warning sirens shall be installed and located as shown on the Warning and Notification Coverage Plan, attached

hereto as Exhibit "I". If the Development Area has coverage from existing outdoor warning sirens, then Exhibit "I" shall show coverage area of said existing sirens. The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system. The cost for said outdoor warning sirens shall be treated as a general obligation cost of the District.

- J. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of the District. All street signs shall conform to County standards. Decorative, ornamental, or any other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall not be installed unless prior written approval by the County Board is received. The County's written approval for decorative or other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall only be required while the Development Area is within the zoning jurisdiction of the County. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- K. Silt ponds/basin: The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Developer. Removal of said sediment and erosion control measures may be a general obligation of the District. All silt ponds/basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. District shall maintain silt pond/basin as described in subparagraph 2 below.
 1. Sediment removal shall be paid as follows:
 - a. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District.
 - b. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
 - c. Silt pond/basin closure or removal may be a general obligation of the District.
 2. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
 - a. If at any time County determines that the silt pond/basin is a hazard or a nuisance, County will send a notice to the District with a recommendation to either remedy said hazard or nuisance or remove the silt pond/basin. Removal of the silt pond/basin may be recommended even prior to the time when seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. District shall comply with County's recommended action in the notice letter. If after thirty (30) days District does not comply with County's recommended action as provided in the notice letter, at County's discretion, County may fix the nuisance or hazard (up to and including silt pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal.

3. Permanent storm sewer associated with post construction storm water management shall be constructed during the grading of the site and paid for by the District as a general obligation expense
- L. Land acquisition costs for land on which the water quality basins are constructed may be a general obligation of the District.
- M. Any charges not specifically approved for general obligation in Paragraphs A. through L. of this Section shall be specially assessed.
- N. Developer and District covenant that there shall be no general obligation not permitted in this Agreement without the prior written approval of County.

SECTION
V.

Credits or funds of District may be used to pay for any improvements specified and authorized in the Agreement, but not for any other purpose. Provided, however, District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of District, such to be paid out of funds obtained by District through its general fund mill levy, or where allowed by law, such warrants may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of County. District shall not acquire any interest in real property without the prior written approval of County.

SECTION
VI.

The wastewater system of the District shall be subject to the conditions and provisions hereinafter specified.

- A. County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in such manner and at such place or places designated on plans submitted by District, all as approved in writing by County. County shall have the right to collect applicable fees and charges for any connections to County's system. Any connection of the wastewater system of the District or some portion thereof, to the wastewater system of the City of Gretna, Nebraska, shall be in compliance with any rules or regulations required by the City of Gretna, Nebraska.
- B. Title to the wastewater sewer, the outfall, as well as any associated easements, all as shown on Exhibit "B," shall remain the property of the District, and shall be maintained in good working order by District to adequately serve all users of said outfall.

- C. District shall not permit any connection to the outfall, or to any sewer which drains into the outfall, all as shown on Exhibit "B," without prior written approval by County or City of Gretna according to any laws, rules or regulation that may be applicable.
- D. At all times, all wastewater from and through District shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of County as now existing and as from time to time amended.
- E. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of County. Said permit shall be obtained on the same terms, conditions, and requirements of County and for the applicable permit fee of County for connection to the wastewater sewer system within the zoning jurisdiction of County. It being expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County.
- F. Upon the signing of this Agreement, Developer and District shall pay to County all of the City of Gretna Sewer Capital Facility (Special Connection) fees in accordance with the City of Gretna's existing fee schedule. Upon receipt of the Special Connection fees, Sarpy County shall remit said fees to the City of Gretna in accordance with the interlocal agreement signed on July 25, 2000 by County and City of Gretna.
- G. Notwithstanding any other provision of this Agreement, County retains the right to disconnect the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into a wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- H. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.
- I. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.
- J. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of any

wastewater sewer system within the zoning of County; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of any wastewater sewer system within the zoning jurisdiction of County.

SECTION VII.

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Except as may otherwise be agreed to by the County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. At the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.
- C. Prior to commencement of the construction of improvements, District shall obtain and record permanent easements for all sanitary, water, and storm sewer lines as determined by County's engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.
- D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
 1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
 2. A plat of the area to be assessed; and
 3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a. The amount as paid to the contractor;

- b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
 - c. A special itemization of all costs of District not itemized in a. or b. above;
 - d. Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
 - e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and
 - f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;
- E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.
- F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.
- G. If the Development Area is situated within the Future Growth and Development area of municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such act to which the County may be a party.

SECTION VIII.

Developer, District and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, hereinafter "Watershed Partnership Agreement" as from time to time amended. The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the

Parties recognize the County's right to collect Watershed Fees at the time of the issuance of a building permit. County shall collect said Watershed Fees in accordance with the County's existing Watershed Fee Schedule at the time of the building permit application.

**SECTION
IX.**

It is mutually agreed that District and Developer shall pay a fee to County to cover engineering, legal and other miscellaneous expenses incurred by County in connection with any necessary review of plans and specifications in connection with the construction projects performed by District. Said fee shall be the greater of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the estimated public improvement construction costs (excluding electrical construction costs) at the time the proposed public improvements are to be constructed. The fee shall be allocated to special assessments and general obligation in the same proportion as costs of the particular construction project and shall be paid within 30 days of the Sarpy County Board of Commissioner's approval of this Agreement.

**SECTION
X.**

County has adopted a Master Fee Schedule and an Arterial Street Improvement Program. Developer agrees to pay all fees as required under the Master Fee Schedule and Arterial Street Improvement Program.

**SECTION
XI.**

District created by Developer is shown on Exhibit "A" attached hereto and incorporated herein. The improvements cited herein or depicted on the plat attached hereto understood to be the minimum acceptable to County.

**SECTION
XII.**

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer and District shall submit all plans and specifications to the Sarpy County Building Inspector or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work, and in no event later than the filing of information to be provided pursuant to Subsection VII.D. above.

**SECTION
XIII.**

District and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state or local ordinances.

**SECTION
XIV.**

The Parties shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

**SECTION
XV.**

Each party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:
Celebrity Homes, Inc.
Attn: Loren Johnson
14002 L Street
Omaha, NE 68137

For District:
SID 291
c/o Fullenkamp, Doyle & Jobeun, LLP
11440 W. Center Rd
Omaha, NE 68144

For County:
County Clerk, County of Sarpy
1210 Golden Gate Dr., #1250
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy
1261 Golden Gate Dr.
Papillion, NE 68046

**SECTION
XVI.**

This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

**SECTION
XVII.**

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

**SECTION
XVIII.**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

**SECTION
XIX.**

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

**SECTION
XX.**

Developer and Sanitary and Improvement District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Developer and District in accordance with their respective terms.

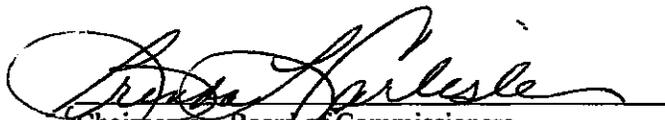
SECTION
XXI.

This Agreement may be recorded at the option of any party hereto at the expense of the recording party.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in triplicate on the dates indicated with the signatures below.

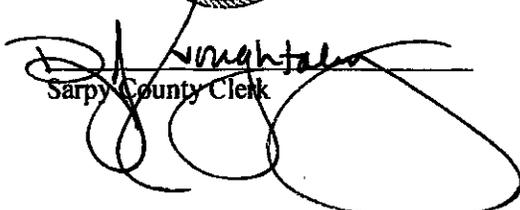
Executed by Sarpy County this 2nd day of June, 2015.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

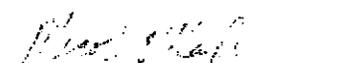

Chairperson, Board of Commissioners

Attest:




Sarpy County Clerk

Approved as to form:


Sarpy County Attorney

Executed by District this ___ day of _____, 2015.

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska


Chairperson, Board of Trustees

Attest:


Clerk, Board of Trustees

Executed by Developer this ___ day of _____, 2015.

Celebrity Homes, Inc.:

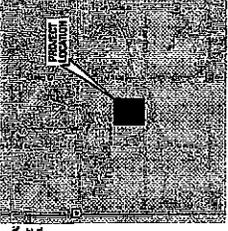
By 
Its: VICE PRESIDENT

EXHIBIT E

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SUBMISSION AGREEMENT
SIDEWALK PLAN/
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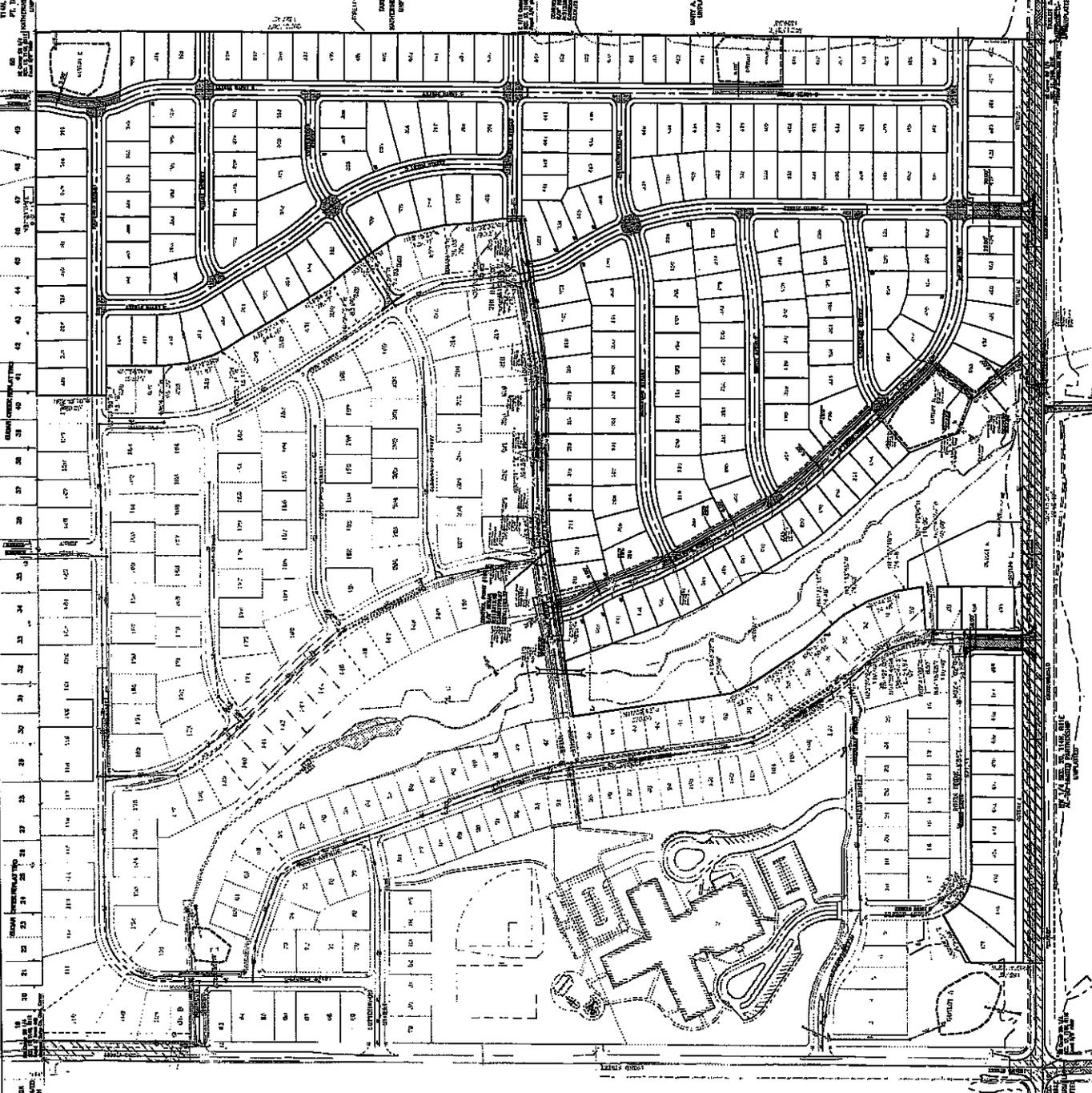
LAMP RYNEARSON & ASSOCIATES
14790 W. Duda Road, Suite 103, 402.499.2498 P
C/O: 402.499.2398 F
14790 W. Duda Road, Suite 103, 402.499.2398 F
WHITEHALL CREEK SID 291 (LOTS 239 THROUGH 477)
SAPPY COUNTY, NEBRASKA



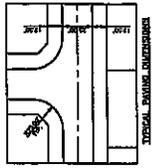
PROPERTY MAP



- SYMBOLS
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Call 402.499.2498



SECTIONAL SIDEWALK DIMENSIONS

EXHIBIT F

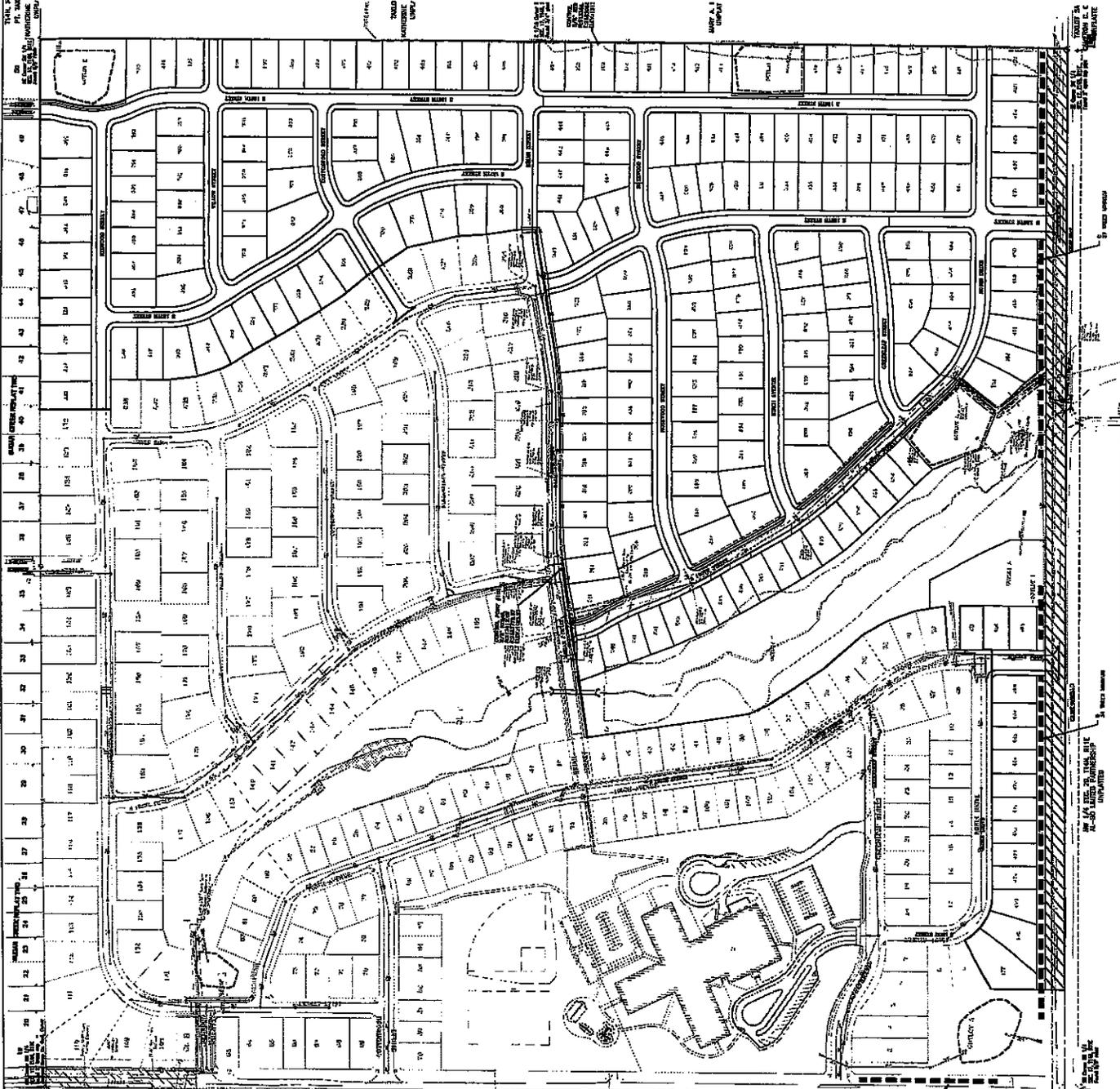
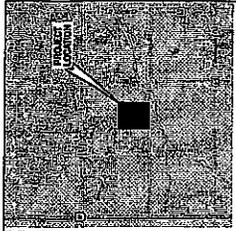
LANDSCAPE PLAN
SUBMISSION AGREEMENT

LAMP RYNEARSON & ASSOCIATES
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-8527
402.488.2788
www.lamp-ryne.com

WHITEHALL CREEK SUB 291 (LOTS 239 THROUGH 477)
SASPY COUNTY, NEBRASKA

TREE TABLE (APPROVED TREES)	
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Non-emergency
Call before you dig.

ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE NEBRASKA SUBDIVISION ACT AND ALL APPLICABLE LOCAL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A MAINTENANCE PLAN FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A WATERING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A FERTILIZATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A WEED CONTROL SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A PEST CONTROL SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A DISEASE CONTROL SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A PRUNING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A TRUNK PROTECTION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A MULCHING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL AMENDMENT SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL TESTING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL CORRECTION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL STABILIZATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL EROSION CONTROL SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL CONSERVATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL ENRICHMENT SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL DECONTAMINATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL REMEDIATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL MONITORING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL REPAIR SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL REPLACEMENT SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL TRANSFER SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL STORAGE SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL TESTING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL CORRECTION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL STABILIZATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL CONSERVATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL ENRICHMENT SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL DECONTAMINATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL REMEDIATION SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL MONITORING SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL REPAIR SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL REPLACEMENT SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL TRANSFER SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SOIL STORAGE SCHEDULE FOR ALL PLANTED TREES AND LANDSCAPING.

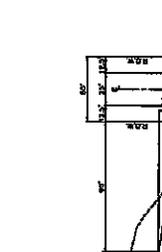
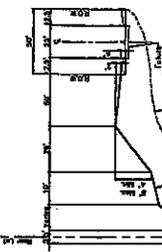
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BY	JAC
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SCALE	AS SHOWN
PROJECT	GRADING PLAN
DESCRIPTION	GRADING PLAN
DATE	01-24-2011
BY	JAC
CHECKED BY	JAC
SCALE	AS SHOWN
PROJECT	GRADING PLAN
DESCRIPTION	GRADING PLAN

LAMP RYNEARSON & ASSOCIATES
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027
 402.498.2750 F
 www.lra-inc.com

SUBMISSION AGREEMENT
 GRADING PLAN
 WHETZEL CREEK (GRADING, SECTION III)
 SAPPY COUNTY, NEBRASKA

SAP20101005-1124-1

THIS PLAN IS A PRELIMINARY DESIGN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



COMPARISON REQUIREMENTS TABLE	
AREA	CONSTRUCTION
1. 5' CONC. TRENCH	1. 5' CONC. TRENCH
2. 12" CONC. TRENCH	2. 12" CONC. TRENCH
3. 18" CONC. TRENCH	3. 18" CONC. TRENCH
4. 24" CONC. TRENCH	4. 24" CONC. TRENCH
5. 30" CONC. TRENCH	5. 30" CONC. TRENCH
6. 36" CONC. TRENCH	6. 36" CONC. TRENCH
7. 42" CONC. TRENCH	7. 42" CONC. TRENCH
8. 48" CONC. TRENCH	8. 48" CONC. TRENCH
9. 54" CONC. TRENCH	9. 54" CONC. TRENCH
10. 60" CONC. TRENCH	10. 60" CONC. TRENCH
11. 66" CONC. TRENCH	11. 66" CONC. TRENCH
12. 72" CONC. TRENCH	12. 72" CONC. TRENCH
13. 78" CONC. TRENCH	13. 78" CONC. TRENCH
14. 84" CONC. TRENCH	14. 84" CONC. TRENCH
15. 90" CONC. TRENCH	15. 90" CONC. TRENCH
16. 96" CONC. TRENCH	16. 96" CONC. TRENCH
17. 102" CONC. TRENCH	17. 102" CONC. TRENCH
18. 108" CONC. TRENCH	18. 108" CONC. TRENCH
19. 114" CONC. TRENCH	19. 114" CONC. TRENCH
20. 120" CONC. TRENCH	20. 120" CONC. TRENCH

1. Proposed Project Shall Be Determined in Accordance With Section 9.01B.
2. Modified Project Shall Be Determined in Accordance With Section 9.01C.
3. All Dimensions are in Feet and Inches.

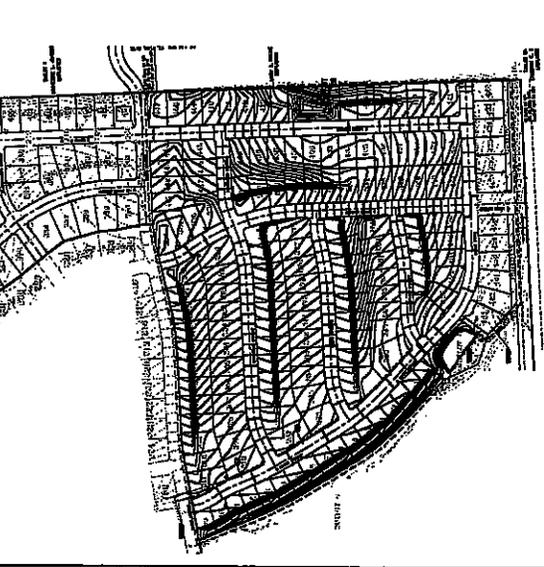
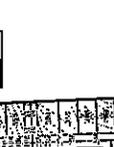
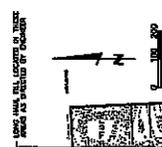


EXHIBIT H

AGENDA

**SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY,
NEBRASKA HELD ON JUNE 12, 2015**

1. Present Open Meeting Laws.

2. Present statements, vote on and approve payment from the General Fund Account of the District for the following:
 - a) Trekk Design Group LLC for sanitary sewer maintenance.
(#15-003450) \$2,471.00

 - b) Skyline Sign Company for street sign repairs. \$2,215.40

 - c) Kuehl Capital Corporation for advisory structuring fees for
the General Fund warrants issued at this meeting. (2.5%) \$117.16

 - d) First National Capital Markets for underwriting fees for the
General Fund warrants issued at this meeting. (1.5%) \$72.05

3. Present proposed Resolution of Necessity for the District entering into an Underground Service Agreement with Omaha Public Power District for electrical distribution service for Whitetail Creek Phase 3; order hearing to be held and necessary publications for same.

4. Present Subdivision Agreement and First Amendment to Interlocal Cooperation Agreement for Giles Street Improvement - 186th Street to 192nd Street, vote on and execute same.