

**MINUTES OF THE MEETING OF THE BOARD OF
TRUSTEES OF SANITARY & IMPROVEMENT DISTRICT NO. 298
OF SARPY COUNTY, NEBRASKA**

A meeting of the Board of Trustees of Sanitary & Improvement District No. 298 of Sarpy County, Nebraska, was convened in open and public session at 4:30 p.m. on October 6, 2015 at 16255 Woodland Drive, Omaha, Nebraska. Present were the following Trustees: Melvin Sudbeck, JeAnn Sudbeck, Chad Wallace, Darrell Wise and John Arians. Also present was Robert F. Peterson, counsel for the District and Rob Wood of Kuehl Capital Corporation, the financial advisor of the District. Notice of the meeting was given in advance thereof by publication in The Bellevue Leader, Sarpy County, Nebraska, on September 23, 2015, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees, and a copy of their Acknowledgment of Receipt of Notice 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 meeting was called to order by the Chairman, Melvin Sudbeck. He announced that a copy of the Open Meetings Act was available on the table in the room and available for inspection by anyone who so desired.

A proposal was received from Masimore, Magnuson & Associates, to do the budget preparation and work connected with the budget for the sum of \$2,500.00. It was noted by the CPA that no audit would be required for the first five years. Counsel advised that it was necessary to engage an accountant in connection with any offering circulars that would be prepared.

A motion was made by Melvin Sudbeck and seconded by John Arians and the following resolution was adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska that Masimore, Magnuson & Associates be and hereby is engaged as the certified public accountant for the District to provide accounting services and budget preparation for the District in accordance with the proposal attached to these minutes.

Rob Wood then circulated an Agreement to Purchase Obligations for First National Capital Markets, Inc. and explained that it was an agreement for the commitment to purchase the District's general fund warrants, construction fund warrants and bonds and provided the terms and compensation to First National Capital Markets, Inc. for its services. The document was reviewed and discussed and upon a motion made by Melvin Sudbeck and seconded by Chad Wallace, the following resolution was adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska that the Agreement to Purchase Obligations be and hereby is approved and that the Chairman be and hereby is authorized to sign the document on behalf of the District.

Rob Wood then provided for review by the Trustees an Offering Circular in conjunction with the Offering for Sale of the District's warrants and provided the disclosure information required for the sale of the District's warrants. Rob Wood explained the process by which the warrants would be offered for sale and upon a motion made by JeAnn Sudbeck and seconded by John Arians, all Trustees present voted aye to pass the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska that the Offering Circular for the sale of the District's warrants be and hereby is approved and the Chairman be and hereby is authorized to sign the required information associated with the Offering Circular on behalf of the District.

Counsel then advised that the information for approval of the Resolution of Necessity for Spring Ridge Paving and Storm Sewer Section 1 had been republished and notices were posted. He noted that the engineers had provided the information for the Spring Ridge Paving and Storm Sewer Section 1 on July 30, 2015.

The Chairman stated that no petition by any property owner within the District opposing the proposed Resolution of Necessity for Paving Maintenance Phase I had been filed with the Clerk. No owner or owners of property within the District appeared at the meeting to make any objections to the proposed paving maintenance.

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

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that said Board does hereby adopt the Resolution of Necessity for the work described as Spring Ridge Paving and Storm Sewer - Section I, said Resolution of Necessity being set out in detail in the minutes of the meeting held on September 15, 2015, in Omaha, Sarpy County, Nebraska and published in the newspaper as outlined in the proof of publication being attached to the minutes of this meeting.

The Clerk then presented for the Board's consideration the following Tabulation of Bids and recommendation of award of contract, a copy of the bid tabulations is attached to the minutes of this meeting:

TABULATION OF BIDS & RECOMMENDATION DATED:
July 30, 2015.
TABULATION OF BIDS & RECOMMENDATION SUBMITTED BY
ENGINEERS FOR DISTRICT: Thompson, Dreessen & Dorner
RECOMMENDATION OF AWARD OF CONTRACT TO: MBC Construction
Co., Inc. of Omaha, Nebraska dated July 30, 2015.
CONTRACTOR SUBMITTING LOW BID: MBC Construction Co., Inc. of
Omaha, Nebraska.
AMOUNT OF LOW BID: \$860,144.23.

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska hereby accept the low bid of MBC Construction Co., Inc. of Omaha, Nebraska.

Counsel then advised that he had received the liability insurance policy on the District from Chastain-Otis Insurance Agency effective from July 16, 2015 through July 16, 2016.

The Chairman then presented the following items for consideration by the Board.

1. Statement from Chastain-Otis in the amount of \$455.00 for new business liability insurance.
2. Statement from Kuehl Capital Corporation in the amount of \$11.38 ($\$455.00 \times 2.5\%$).
6. Statement from First National Capital Markets, Inc. in the amount of \$9.10 ($\$455.00 \times 2\%$).

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

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver the following warrants of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than October 6, 2018, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

1. WARRANT NO. 015 payable to Chastain-Otis in the amount of \$455.00.
2. WARRANT NO. 016 payable to Kuehl Capital Corporation in the amount of \$11.38.
3. WARRANT NO. 017 payable First National Capital Markets, Inc. in the amount of \$9.10.

The Chairman then presented the following items for consideration by the Board.

1. Statement from the World Herald Media Group in the amount of \$284.90 for publication of notice.

2. Payment to Kuehl Capital Corporation in the amount of \$7.12 (\$284.90 x 2.5%).
3. Payment to First National Capital Markets, Inc. in the amount of \$5.70 (\$284.90 x 2%).

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

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby authorizes and directs that the following warrants be prepared and issued by the Chairman and Clerk in payment thereof, said warrants to bear interest at 7% per annum after registration and to be charged to the Construction Fund of the District, with the interest to be payable on September 1, 2016 and September 1 of each year thereafter on maturity and to be redeemed no later than September 15, 2020, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

1. WARRANT NO. 018 payable to World Herald Media Group in the amount of \$284.90.
2. WARRANT NO. 019 payable to Kuehl Capital Corporation in the amount of \$7.12.
3. WARRANT NO. 020 payable to First National Capital Markets, Inc. in the amount of \$5.70.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, and warrant and agree that (a) the facilities for which the above Warrants are issued are designed to serve members of the general public on an equal basis; (b) there are no persons with rights to use said facilities other than as members of the general public; (c) ownership and operation of said facilities is with the District or another political subdivision; (d) none of the proceeds of the Warrants will be loaned to any person and to the extent that special assessments have been or are to be levied for any said facilities, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by such facilities in the District; (e) the development of the land in the District for sale and occupation by the general public is proceeding with reasonable speed and (f) the District hereby authorizes and directs the Chairman or Clerk to file, when due, an

information reporting form pursuant to section 149(e) of the Internal Revenue Code of 1986 pertaining to the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.
2. To the best of their knowledge, information and belief, the above expectations are reasonable.

CERTIFICATE

STATE OF NEBRASKA)
)
COUNTY OF SARPY)
)
SANITARY AND)
IMPROVEMENT)
DISTRICT NO. 298)

I, the undersigned, Clerk for Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the agenda for the meeting of October 6, 2015, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the Chairman and Board of Trustees of the District, from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of October, 2015.



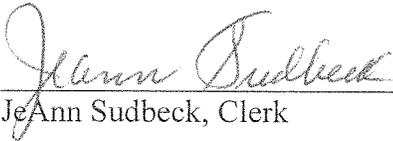
JeAnn Sudbeck, Clerk

CERTIFICATE OF NOTICE

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

I hereby certify that I am the duly qualified and acting Clerk of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, and that not less than seven (7) days prior to the date set for this meeting of the Board of Trustees of this District, a notice was sent to the Clerk of the City of Bellevue, Nebraska, the municipality or county whose zoning jurisdiction this District is located, notifying said Clerk of this meeting.

Dated this 6th day of October, 2015.



JeAnn Sudbeck, Clerk

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 298 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.

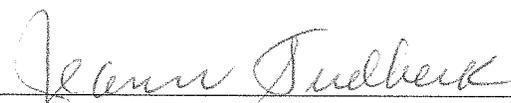
6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations 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 6th day of October, 2015.



Melvin Sudbeck, Chairperson

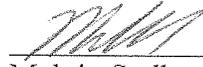


JeAnn Sudbeck, Clerk

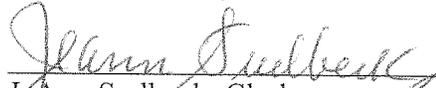
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

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

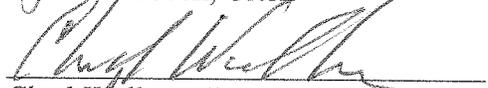
There being no further business to come before the meeting, the same was adjourned.



Melvin Sudbeck, Chairman



JeAnn Sudbeck, Clerk



Chad Wallace, Trustee



John Arians, Trustee

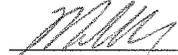


Darrel Wise, Trustee

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF HEARING

The undersigned Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 4:30 p.m. at 16255 Woodland Drive, Omaha, Nebraska.

Dated this 6th day of October, 2015.



Melvin Sudbeck, Chairman



JeAnn Sudbeck, Clerk



Chad Wallace, Trustee



John Arians, Trustee



Darrel Wise, Trustee

SANITARY AND IMPROVEMENT DISTRICT NO. 298
OF SARPY COUNTY, NEBRASKA

AGENDA

October 6, 2015 – 4:30 p.m.
16255 Woodland Drive, Omaha, NE

The following items are the matters which are to be brought before the Board of Trustees of the above District at the meeting:

1. Call to Order.
2. Review Proof of Publication of meeting.
3. Consider engagement of CPA for budget.
4. Review and approve Warrant Offering Circular.
5. Adopt Resolution of Necessity for Spring Ridge Paving and Storm Sewer – Section 1.
6. Review bids on Spring Ridge Paving and Storm Sewer – Section 1 and select contractor.
7. Award contract for Spring Ridge Paving and Storm Sewer – Section 1.
8. Discussion of general matters.
9. Payment of bills:

GENERAL FUND	
a. Statement from Chastain-Otis for new business liability insurance	\$455.00
CONSTRUCTION FUND	
b. Statement from World Herald Media Group	\$284.90

Melvin Sudbeck, Chairman

25 feet wide. In the following locations:

IN ROSE LANE ROAD

Beginning at a point 25 feet north and 3 feet east of the northwesterly most corner of Lot 5 Spring Ridge, Sanitary and Improvement District No. 298, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 490 feet, more or less, to a point 25 feet north and 79 feet east of the northeasterly most corner of Lot 7, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 9 feet north and 25 feet east of the southeasterly most corner of Lot 76, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly and easterly for a distance of 1235 feet, more or less, to a point 10 feet south and 43 feet east of the most southeasterly corner of Lot 66, said subdivision.

IN GINDY CIRCLE

Beginning at a point 10 feet south and 43 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 540 feet, more or less, to a point 25 feet north and 94 feet east of the most northwesterly corner of Lot 52, said subdivision.

IN GERI CIRCLE

Beginning at a point 25 feet north and 34 feet west of the northwesterly most corner of Lot 28, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 480 feet, more or less, to a point 25 feet north and 73 feet east of the most northeasterly corner of Lot 33, said subdivision.

IN SOUTH 21ST STREET

Beginning at a point 48 feet north and 15 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 560 feet, more or less, to a point 50 feet south and 25 feet east of the southeasterly most corner of Lot 27, said subdivision.

IN CENTENNIAL ROAD

Beginning at a point 50 feet south and 25 feet east of the southeasterly most corner of Lot 27, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 410 feet, more or less, to a point 88 feet south and 218 feet west of the southwesterly most corner of Lot 27, said subdivision.

Construct 15-inch I.D. Storm Sewer in the following locations:

IN ROSE LANE ROAD

Beginning at a point 42 feet north and 25 feet west of the northwesterly most corner of lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 29 feet, more or less, to a point 14 feet north and 32 feet west of the northwesterly most corner of Lot 7, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 15 feet south and 3 feet east of the southeasterly most corner of Lot 72, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 27 feet, more or less, to a point 40 feet south and 12 feet west of the southeasterly most corner of Lot 72, said subdivision.

IN GERI CIRCLE

Beginning at a point 11 feet north and 10 feet east of the northwesterly most corner of Lot 28, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 29 feet, more or less, to a point

40 feet north and 10 feet east of the northwesterly most corner of Lot 28, said subdivision.

Construct 18-inch I.D. Storm Sewer in the following locations:

IN ROSE LANE ROAD

Beginning at a point 11 feet north and 85 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 65 feet, more or less, to a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 22 feet south and 47 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 29 feet, more or less, to a point 20 feet south and 18 feet east of the northeasterly most corner of Lot 7, said subdivision.

Beginning at a point 20 feet south and 18 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 32 feet, more or less, to a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, said subdivision.

Beginning at a point 10 feet south and 5 feet west of the southwesterly most corner of Lot 70, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 34 feet, more or less, to a point 29 feet south and 33 feet west of the southwesterly most corner of Lot 70, said subdivision.

IN GINDY CIRCLE

Beginning at a point 11 feet south and 17 feet east of the southwesterly most corner of Lot 64, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 27 feet, more or less, to a point 40 feet south and 17 feet east of the southwesterly most corner of Lot 64, said subdivision.

Construct 24-inch I.D. Storm Sewer in the following locations:

IN GINDY CIRCLE

Beginning at a point 40 feet south and 17 feet east of the southwesterly most corner of Lot 64, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 95 feet, more or less, to a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, said subdivision.

IN GERI CIRCLE

Beginning at a point 40 feet north and 10 feet east of the northwesterly most corner of Lot 28, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 34 feet, more or less, to a point 10 feet south and 21 feet west of the southwesterly most corner of Lot 45, said subdivision.

IN SOUTH 21ST STREET

Beginning at a point 10 feet south and 21 feet west of the southwesterly most corner of Lot 45, Spring Ridge, a subdivision as

surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 222 feet, more or less, to a point 7 feet south and 57 feet east of the northeasterly most corner of Lot 22, said subdivision.

Beginning at a point 7 feet south and 57 feet east of the northeasterly most corner of Lot 22, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 32 feet, more or less, to a point 7 feet south and 26 feet east of the northeasterly most corner of Lot 22, said subdivision.

Beginning at a point 7 feet south and 26 feet east of the northeasterly most corner of Lot 22, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 31 feet, more or less, to a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, said subdivision.

Beginning at a point 37 feet north and 36 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 29 feet, more or less, to a point 25 feet north and 10 feet east of the southeasterly most corner of Lot 66, said subdivision.

Construct 30-inch I.D. Storm Sewer in the following locations:

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 75 feet north and 28 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 63 feet, more or less, to a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, said subdivision.

Construct 36-inch I.D. Storm Sewer in the following locations:

IN ROSE LANE ROAD

Beginning at a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 179 feet, more or less, to a point 14 feet north and 32 feet west of the northwesterly most corner of Lot 7, said subdivision.

IN OUTLOT B

Beginning at a point 14 feet north and 32 feet west of the northwesterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 318 feet, more or less, to a point 47 feet north and 50 feet west of the southwesterly most corner of Lot 10, said subdivision.

IN SOUTH 21ST STREET

Beginning at a point 25 feet north and 10 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 54 feet, more or less, to a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 542 feet, more or less, to a point 29 feet south and 33 feet west of the

southwesterly most corner of Lot 70, said subdivision.

Beginning at a point 29 feet south and 33 feet west of the southwesterly most corner of Lot 70, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 71 feet, more or less, to a point 39 feet south and 12 feet west of the southeasterly most corner of Lot 72, said subdivision.

Beginning at a point 39 feet south and 12 feet west of the southeasterly most corner of Lot 72, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 180 feet, more or less, to a point 31 feet south and 19 feet west of the northwesterly most corner of Lot 15, said subdivision.

Construct 42-inch I.D. Storm Sewer in the following locations:

IN OUTLOT B

Beginning at a point 47 feet north and 50 feet west of the southwesterly most corner of Lot 10, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southeasterly for a distance of 291 feet, more or less, to a point 8 feet north and 57 feet west of the southwesterly most corner of Lot 13, said subdivision.

Construct 42-inch C.M.P. Storm Sewer in the following locations:

IN OUTLOT B

Beginning at a point 99 feet north and 65 feet east of the southwesterly most corner of Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 70 feet, more or less, to a point 58 feet north and 8 feet east of the southwesterly most corner of said subdivision.

The above-described work shall include the construction of all concrete collars, excavating, subgrade preparation, rip-rap, inlets, manholes, grading, flared-end sections, street signs, traffic control signs, traffic barriers, concrete headers, seeding, concrete removal and all other work necessary to the construction of Spring Ridge Paving and Storm Sewer - Section 1 for Sanitary and Improvement District No. 298 of Sarpy County, Nebraska in accordance with the plans and specifications.

The outer boundaries of the area that may be subject to special assessment are Lots 1 through 76, inclusive, Spring Ridge, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

Sanitary & Improvement District
No. 298 of Sarpy County, Nebraska

JeAnn Sudbeck, Clerk

1894376; 9/23, 9/30

The Engineer's estimate of the construction or other effectuation of all of such improvements is \$1,038,850.00.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dornier, Inc., Engineers for the District, and now filed in the office of the Clerk of the District at 11718 Nicholas St., Omaha, NE, 68154, and bids will be received only upon the proposal form furnished through the Engineer for the District.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$51,950.00, payable without condition to the Treasurer, Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon liquidated damages to the District in the event the bidder whose proposal is accepted by the Board of Trustees of the District fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bond to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids.

Drawings, specifications and Contract Documents may be examined at the office of the Clerk of the District at 11718 Nicholas St., Omaha, NE, 68154, and may be procured from the office of the Engineer, 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of \$45.00, which no part will be refunded.

Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, reserves the right to waive formalities and to reject all or any bids.

SPRING RIDGE PHASE ONE
SANITARY & IMPROVEMENT DISTRICT NO. 298
OF SARPY COUNTY, NEBRASKA

By: JeAnn Sudbeck, Clerk

1873642; 7/8, 7/15

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, July 15, 2015 Bellevue Leader
Thereafter, Wednesday, July 22, 2015 Bellevue Leader

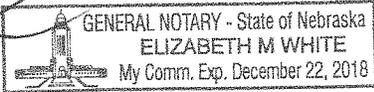
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Handwritten signature of Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 7-22-2015
Signed in my presence and sworn to before me:

Handwritten signature of Notary Public



Printer's Fee \$ 286.44
Customer Number: 20908
Order Number: 0001874745

LAUGHLIN, PETERSON & LANG
11718 Nicholas Street, Suite 101
Omaha, NE 68154
NOTICE OF MEETING
Sanitary and Improvement
District No. 298 of
Sarpy County, Nebraska
NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary & Improvement District No. 298 of Sarpy County, Nebraska, will be held at 5:00 P.M. on July 30, 2015, at 16255 Woodland Drive, Omaha, Nebraska, which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the principal office of the Board at the above address, and includes payment of bills of the District and consideration of the following Resolutions of Necessity:
RESOLUTION OF NECESSITY
SPRING RIDGE PAVING AN STORM SEWER - SECTION 1
BE IT RESOLVED that the Board of Trustees of Sanitary & Improvement District No. 298 of Sarpy County, Nebraska, find and determine that it is advisable and necessary in connection with public safety within the District to construct and complete the improvement entitled:
Construct 7-inch Uniform Thickness Portland Cement Concrete Pavement right turn lane in the following location:
IN 25TH STREET
Beginning at a point 62 feet north and 28

of Lot 5 Spring Ridge, Sanitary and Improvement District No. 298, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 205 feet, more or less, to a point 267 feet north and 27 feet west of the southwesterly most corner of Lot 5, said subdivision.

Construct 7-inch Uniform Thickness Portland Cement Concrete Pavement, 25 feet wide, in the following locations:
IN ROSE LANE ROAD

Beginning at a point 25 feet north and 3 feet east of the northwesterly most corner of Lot 5 Spring Ridge, Sanitary and Improvement District No. 298, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 490 feet, more or less, to a point 25 feet north and 79 feet east of the northeasterly most corner of Lot 7, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 9 feet north and 25 feet east of the southeasterly most corner of Lot 76, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly and easterly for a distance of 1235 feet, more or less, to a point 10 feet south and 43 feet east of the most southeasterly corner of Lot 66, said subdivision.

IN GINDY CIRCLE

Beginning at a point 10 feet south and 43 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 540 feet, more or less, to a point 25 feet north and 94 feet east of the most northwesterly corner of Lot 52, said subdivision.

IN GERI CIRCLE

Beginning at a point 25 feet north and 34 feet west of the northwesterly most corner of Lot 28, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 480 feet, more or less, to a point 25 feet north and 73 feet east of the most northeasterly corner of Lot 33, said subdivision.

IN SOUTH 21ST STREET

Beginning at a point 48 feet north and 15 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 560 feet, more or less, to a point 50 feet south and 25 feet east of the southeasterly most corner of Lot 27, said subdivision.

IN CENTENNIAL ROAD

Beginning at a point 50 feet south and 25 feet east of the southeasterly most corner of Lot 27, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a

point 88 feet south and 218 feet west of the southwesterly most corner of Lot 27, said subdivision.

Construct 15-inch I.D. Storm Sewer in the following locations:

IN ROSE LANE ROAD

Beginning at a point 42 feet north and 25 feet west of the northwesterly most corner of lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 29 feet, more or less to a point 14 feet north and 32 feet west of the northwesterly most corner of Lot 7, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 15 feet south and 3 feet east of the southeasterly most corner of Lot 72, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 27 feet, more or less, to a point 40 feet south and 12 feet west of the southeasterly most corner of Lot 72, said subdivision.

IN GERI CIRCLE

Beginning at a point 11 feet north and 10 feet east of the northwesterly most corner of Lot 28, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 29 feet, more or less, to a point 40 feet north and 10 feet east of the northwesterly most corner of Lot 28, said subdivision.

Construct 18-inch I.D. Storm Sewer in the following locations:

IN ROSE LANE ROAD

Beginning at a point 11 feet north and 85 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 65 feet, more or less, to a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 22 feet south and 47 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 29 feet, more or less, to a point 20 feet south and 18 feet east of the northeasterly most corner of Lot 7, said subdivision.

Beginning at a point 20 feet south and 18 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 32 feet, more or less, to a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, said subdivision.

Beginning at a point 10 feet south and 5 feet west of the southwesterly most corner

surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 34 feet, more or less, to a point 29 feet south and 33 feet west of the southwesterly most corner of Lot 70, said subdivision.

IN GINDY CIRCLE

Beginning at a point 11 feet south and 17 feet east of the southwesterly most corner of Lot 64, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 27 feet, more or less, to a point 40 feet south and 17 feet east of the southwesterly most corner of Lot 64, said subdivision.

Construct 24-inch I.D. Storm Sewer in the following locations:

IN GINDY CIRCLE

Beginning at a point 40 feet south and 17 feet east of the southwesterly most corner of Lot 64, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 95 feet, more or less, to a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, said subdivision.

IN GERI CIRCLE

Beginning at a point 40 feet north and 10 feet east of the northwesterly most corner of Lot 28, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 34 feet, more or less, to a point 10 feet south and 21 feet west of the southwesterly most corner of Lot 45, said subdivision.

IN SOUTH 21ST STREET

Beginning at a point 10 feet south and 21 feet west of the southwesterly most corner of Lot 45, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 222 feet, more or less, to a point 7 feet south and 57 feet east of the northeasterly most corner of Lot 22, said subdivision.

Beginning at a point 7 feet south and 57 feet east of the northeasterly most corner of Lot 22, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 32 feet, more or less, to a point 7 feet south and 26 feet east of the northeasterly most corner of Lot 22, said subdivision.

Beginning at a point 7 feet south and 26 feet east of the northeasterly most corner of Lot 22, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 31 feet, more or less, to a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, said subdivision.

Beginning at a point 37 feet north and 36 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 29 feet, more or less, to a point 25 feet north and 10 feet east of the southeasterly most corner of Lot 66, said subdivision.

Construct 30-inch I.D. Storm Sewer in the following locations:

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 75 feet north and 28 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 63 feet, more or less, to a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, said subdivision.

IN ROSE LANE ROAD

Beginning at a point 13 feet north and 20 feet east of the northeasterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 179 feet, more or less, to a point 14 feet north and 32 feet west of the northwesterly most corner of Lot 7, said subdivision.

IN OUTLOT B

Beginning at a point 14 feet north and 32 feet west of the northwesterly most corner of Lot 7, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 318 feet, more or less, to a point 47 feet north and 50 feet west of the southwesterly most corner of Lot 10, said subdivision.

IN SOUTH 21ST STREET

Beginning at a point 25 feet north and 10 feet east of the southeasterly most corner of Lot 66, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 54 feet, more or less, to a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, said subdivision.

IN SOUTH 23RD STREET-GINDY DRIVE

Beginning at a point 20 feet north and 11 feet east of the northeasterly most corner of Lot 22, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 542 feet, more or less, to a point 29 feet south and 33 feet west of the southwesterly most corner of Lot 70, said subdivision.

Beginning at a point 29 feet south and 33 feet west of the southwesterly most corner of Lot 70, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 71 feet, more or less, to a point 39 feet south and 12 feet west of the southeasterly most corner of Lot 72, said subdivision.

Beginning at a point 39 feet south and 12 feet west of the southeasterly most corner of Lot 72, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 180 feet, more or less, to a point 31 feet south and 19 feet west of the northwesterly most corner of Lot 15, said subdivision.

Construct 42-inch I.D. Storm Sewer in the following locations:

IN OUTLOT B

Beginning at a point 47 feet north and 50 feet west of the southwesterly most corner of Lot 10, Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southeasterly for a distance of 291 feet, more or less, to a point 8 feet north and 57 feet west of the southwesterly most corner of Lot 13, said subdivision.

Construct 42-inch C.M.P. Storm Sewer in the following locations:

IN OUTLOT B

Beginning at a point 99 feet north and 65 feet east of the southwesterly most corner of Spring Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southwesterly for a distance of 70 feet, more or less, to a point 58 feet north and 8 feet east of the southwesterly most corner of said subdivision.

The above-described work shall include the construction of all concrete collars, excavating, subgrade preparation, rip-rap, inlets, manholes, grading, flared-end sections, street signs, traffic control signs, traffic barriers, concrete headers, seeding, concrete removal and all other work necessary to the construction of Spring Ridge Paving and Storm Sewer - Section 1 for Sanitary and Improvement District No. 298 of Sarpy County, Nebraska in accordance with the plans and specifications.

The outer boundaries of the area that may be affected by the proposed work were approved by the Board of Public Works at its regular meeting on June 15, 2015. The Board of Public Works acknowledged receipt of the minutes of the meeting and approved the minutes of the meeting on June 8, 2015. In attendance in the Pledge of Allegiance.

**MASIMORE,
MAGNUSON & ASSOCIATES, P.C.**
CERTIFIED PUBLIC ACCOUNTANTS

Veldon G. Magnuson, CPA
Darrell L. Grantski, CPA
Lori K. Mueller, CPA
Rodney J. Anderson, CPA
Kenneth L. Masimore, CPA, Of Counsel

11440 W. Center Road, Suite B
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Phone (402) 334-0600
Fax (402) 334-4866
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Cheryl E. Eliason, CPA
Theodore C. Krapp, CPA
Dana A. Whitfield, CPA
Susan D. Wiggins, CPA
Michael S. Morgan, CPA

October 6, 2015

Mr. Melvin Sudbeck, Chairman
Sanitary Improvement District No. 298
of Sarpy County, Nebraska

Dear Mr. Sudbeck:

We are pleased to present our proposal to provide professional services for Sanitary and Improvement District 298 of Sarpy County, Nebraska for the year ended June 30, 2016.

We will assist the Board in the preparation of the District's annual budget documents to be filed with the State of Nebraska for the year ended June 30, 2017.

We will perform a compilation engagement with respect to the financial statements of the District, which comprise the statement of assets, liabilities and net assets - budgetary basis as of June 30, 2016, and the related statements of revenues, expenditures and changes in fund balances - budgetary basis for the year then ended.

We will compile, in accordance with attestation standards established by the American Institute of Certified Public Accountants, from information management provides, the forecasted statement of cash receipts and disbursements of Sanitary and Improvement District 298 of Sarpy County, Nebraska for the year ending June 30, 2017. A compilation is limited to presenting, in the form of a financial forecast, information that is the representation of management. We will not examine the financial forecast and therefore, will not express any form of assurance on the achievability of the forecast or reasonableness of the underlying assumptions.

We will also prepare the Federal Forms 1099 and 1096 for the year ended December 31, 2016.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

A compilation of a financial forecast involves assembling the forecast based on management's assumptions and performing certain other procedures with respect to the forecast without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete our compilation of your financial forecast, we will not issue a report on it as a result of this engagement.

A financial forecast presents, to the best of management's knowledge and belief, the District's expected cash receipts and disbursements for the forecast period. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

In order for us to complete the engagement, management must provide assumptions that are appropriate for the forecast. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and, accordingly, we will not issue a report on the forecast.

If management intends to reproduce and publish the forecast and our report thereon, they must be reproduced in their entirety.

We will prepare the forecasted cash receipts and disbursements of Sanitary and Improvement District 298 of Sarpy County, Nebraska for the year ending June 30, 2017 based on information provided by you. The preparation of a financial forecast involves the processing of, and the mathematical and other clerical functions related to, the presentation of the forecast, which is based on management's assumptions. The other services are limited to the preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with the accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking this engagement, in accordance with SSARS, to prepare your financial statements:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.
- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.

d. To provide us with:

- (1) Documentation, and other related information that is relevant to the preparation and presentation of the financial statement;
- (2) Additional information that may be requested for the purpose of the preparation of the financial statements; and,
- (3) Unrestricted access to persons within the organization to whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them. You agree to assume all management responsibilities for the forecast preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Veldon G. Magnuson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Other Relevant Information

We estimate that our fees for these services will be \$ 2,500.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign and return the attached copy of this letter.

Sincerely yours,

MASIMORE, MAGNUSON & ASSOCIATES, P.C.



Veldon G. Magnuson

Acknowledged and agreed on behalf of Sanitary and Improvement District 298 of Sarpy County by:

Name, Title, and Date

Chastain-Otis

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

INVOICE NO. 26406		Page 1
ACCOUNT NO.	CSR	DATE
SID29-8	SC	09/08/2015
PRODUCER		
David R. Chastain, CLU,CPCU		

SID #298

c/o Laughlin Petersen & Lang
11718 Nicholas #101
Omaha, NE 68154

Itm #	Due Date	Trn	Type	Policy #	Description	Amount
540559	09/08/15	NEW	GL-S	CGSNE0000016037	New business Liability	\$455.00
					Invoice Balance:	\$455.00

AGREEMENT TO PURCHASE OBLIGATIONS

THIS AGREEMENT TO PURCHASE OBLIGATIONS (the “**Agreement**”) is entered into as of September 15, 2015 by and among **FIRST NATIONAL CAPITAL MARKETS, INC.**, (“**FNCMI**”), **SANITARY AND IMPROVEMENT DISTRICT NO. 298 – SPRING RIDGE OF SARPY COUNTY, NEBRASKA** (the “**District**”) and **KUEHL CAPITAL CORPORATION**, a Nebraska corporation (“**KCC**”).

WHEREAS, the District is a sanitary and improvement district duly organized and validly existing under Section 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”) and is a body corporate and politic and a political subdivision of the State of Nebraska (the “**State**”); and

WHEREAS, the District is organized for the purposes, among other things, of constructing and installing streets, utilities and other infrastructure improvements and operating and maintaining the District as a political subdivision of the State (collectively, the “**Improvements**”); and

WHEREAS, the District is authorized under the Act to issue and sell its warrants and general obligation bonds to finance the Improvements, and the District desires the services of an underwriter to purchase such warrants or bonds or to assist the District with the placement of such warrants and bonds; and

WHEREAS, the District and KCC have entered into a Contract for Financial Advisor/Fiscal Agent Services (the “**Financial Advisor Contract**”) pursuant to which KCC has agreed to serve as financial advisor to the District; and

WHEREAS, FNCMI is willing and hereby agrees to purchase (i) the District’s general fund warrants (the “**General Fund Warrants**”), (ii) the District’s construction fund warrants (the “**Construction Fund Warrants**” and together with the General Fund Warrants, the “**Warrants**”) and the District’s general obligation bonds (the “**Bonds**”) and to hold for its own account or to sell, as it determines in its sole discretion; and

WHEREAS, from time to time First National Bank of Omaha (“**FNBO**”) shall purchase certain Warrants and Bonds of the District, either directly or from FNCMI, upon notice to the District, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

Section 1. Third Party Beneficiary. Upon execution of the investor letter in the form attached hereto as Appendix A (the “**Bank Investor Letter**”), the parties hereto agree and acknowledge that FNBO will become a third party beneficiary to this Agreement as to Warrants and Bonds acquired by FNBO (the “**Bank Acquired Obligations**”). To the extent permitted by law applicable to the sale of Warrants and Bonds, all obligations, representations and warranties of KCC and the District to FNCMI under this Agreement shall be obligations, representations and warranties of KCC and the District to FNBO, and all rights of FNCMI shall be rights of FNBO in each case, in connection with the Bank Acquired Obligations; provided, FNBO shall have no

obligations as to such Bank Acquired Obligations except to the extent set forth in the Bank Investor Letter.

Section 2. Warrants. Subject to the limitations set forth in Section 5 below, FNCMI agrees to purchase or place the fully registered Warrants issued by the District (except annual interest Construction Fund Warrants relating to the District's outstanding Construction Fund Warrants that are deemed by FNCMI, in good faith, to be unmarketable) from the payees thereof at the principal amount shown on each Warrant. All Warrants shall bear interest at the rate of 7.00%, unless the District and FNCMI mutually agree that Warrants shall be issued bearing interest at a different rate or rates. FNCMI shall comply with all Municipal Securities Rulemaking Board ("MSRB") rules applicable to the Warrants, including G-14, G-32 and G-34. If the District and FNCMI determine to offer the Warrants for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Warrants. If the District and FNCMI determine to place the Warrants pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Warrants in the form attached hereto as Appendix A executed by the purchaser(s) of such Warrants.

Section 3. Terms Particular to Warrants. In order to facilitate the purchase of the Warrants by FNCMI (or FNBO, as applicable), the District and FNCMI (or FNBO, as applicable) hereby agree to the procedures set forth below:

(a) KCC will present checks payable to the order of the various payees in an amount equal to the par amount of each Warrant to be drawn from an account established by FNCMI (or FNBO, as applicable);

(b) KCC, on behalf of the District, shall deliver each of such Warrants to the registrar with instructions to register the ownership of all such Warrants to FNCMI (or FNBO, as applicable);

(c) On the same day KCC presents such checks to the payees, KCC will provide electronic copies of executed checks to FNCMI (or FNBO, as applicable). Such electronic copies shall constitute a representation and warranty by the District to FNCMI (or FNBO, as applicable) that:

(i) each Warrant bears interest at a rate consistent with the rate previously agreed to between FNCMI and the District;

(ii) each Warrant has been duly endorsed by the payee;

(iii) each Construction Fund Warrant is accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI (or FNBO, as applicable), that such Construction Fund Warrant has been legally issued by and is a valid obligation of the District and the interest thereon is exempt from federal and State income taxes; and

(iv) each Warrant has been registered in the office of the Sarpy County Treasurer; and

(d) Annual interest Construction Fund Warrants may be purchased by FNCMI (or FNBO, as applicable) prior to meeting the requirements of Section 3(c) provided such requirements shall be met as soon as practically possible and no later than 60 days after the purchase of such Construction Fund Warrants.

Section 4. Bonds. FNCMI agrees to purchase or place, subject to the restriction set forth below, at a price to be mutually agreed to by the District and FNCMI (such purchase price may reflect a discount representing the compensation of FNCMI as further discussed in Section 6 hereof) plus accrued interest (if any), the District's registered Bonds in an aggregate principal amount as determined by the District. The Bonds shall be issued from time to time as and when the District determines, and such determination will be evidenced by notice (telephonic, written or electronic) to FNCMI recommending the principal amount, maturities, interest rates, and other terms and conditions of the Bonds. Each issue of Bonds shall bear interest at the approximate nationally recognized yield curve scale (MMD, Delphis Hanover, Bloomberg Fair Market Value Curve, etc.) for similar obligations in the current market as well as actual pricing data of local and regional issues of comparable obligations. The interest rates may further be adjusted to reflect changes due to a variety of market conditions that may exist at the time of issuance. If the District and FNCMI fail to reach agreement as to the interest rate(s) on any series of Bonds on a date determined by both parties to be the pricing date for such Bonds, the District has the right to sell said Bonds to another party; provided, however that such action will in no way terminate the District's obligation to place any additional Bonds of the District with FNCMI.

In connection with each issuance of the Bonds, FNCMI shall serve as the underwriter (including purchasing for its own account or that of an affiliate) or the placement agent. If the District and FNCMI determine to offer the Bonds for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Bonds. FNCMI shall comply with all MSRB rules applicable to the particular series of Bonds, including G-14, G-32 and G-34, and shall be responsible for all of the underwriting risk related to the purchase and reoffering of such Bonds. If the District and FNCMI determine to place the Bonds pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Bonds in the form attached hereto as Appendix A executed by the purchaser(s) of such Bonds.

The District shall be responsible for structuring each issuance of the Bonds, providing FNCMI, if requested, an offering document and hiring disclosure counsel for the drafting and review of the offering document. In connection with each issuance of the Bonds, the District will arrange for the Bonds to be accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI, that such Bonds have been legally issued by and are valid obligations of the District and the interest thereon is exempt from federal and State income taxes.

As used in this Agreement, "Bonds" refers to obligations issued to finance the acquisition, construction and equipping of capital improvements by the redemption of Construction Fund Warrants. "Bonds" does not refer to obligations issued to refund any Bonds. The District, in its

sole discretion, may request FNCMI to underwrite or place its general obligation refunding bonds, and if FNCMI so agrees, then "Bonds" shall refer to such refunding bonds.

Section 5. Limitations to Obligation to Purchase. Notwithstanding the provisions in Sections 2 and 4 above, FNCMI (and FNBO, as applicable) shall have no obligation to purchase any Warrants or Bonds pursuant to this Agreement if at any time hereafter any of the following shall occur:

(a) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(b) the New York Stock Exchange, or other national securities exchange, or any governmental authority, shall impose, as to the Warrants or the Bonds or obligations of the general character of the Warrants or the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of FNCMI;

(c) a general banking moratorium shall have been established by federal, New York or Nebraska authorities; or

(d) any action, suit, proceedings, inquiry or investigation at law or in equity or before or by any court, public board or body shall be pending or threatened against the District, which is not now pending or threatened, and which, in FNCMI's reasonable opinion, could adversely affect either the District or the marketing, sale and delivery of the Warrants or the Bonds.

Section 6. Compensation. As compensation for purchasing the District's Warrants, FNCMI will receive a fee payable in warrants at the time of such issuance equal to 2.0% of the aggregate principal amount of the Warrants it so purchases (excluding the principal amount of fee warrants issued by the District to pay FNCMI, as underwriter). As compensation in connection with its purchase or placement of the Bonds, FNCMI will receive a fee equal to 2.0% of the aggregate principal amount of the Bonds it purchases or places. Such fee shall be paid from the proceeds of the Bonds and may be taken as a discount from the purchase price of such Bonds, as set forth in Section 4 hereof. If FNCMI agrees to purchase the District's general obligation refunding bonds it will be compensated a percentage mutually agreed to by FNCMI and the District of the aggregate principal amount of such refunding issue.

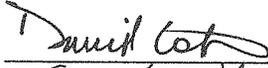
Section 7. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto (and FNBO to the extent of its third party beneficiary rights under Section 1) and their respective successors and assigns, but this Agreement shall not be assignable without the prior written consent of each party hereto, except that, FNCMI (and FNBO to the extent of its third party beneficiary rights under Section 1) may, without consent, assign this Agreement to any affiliate of FNCMI (and FNBO, as applicable) or any corporation, firm or other entity into which FNCMI (and FNBO, as applicable) may merge or consolidate or to which FNCMI (and FNBO, to the extent of its third party beneficiary rights under Section 1) may sell all or substantially all of its assets. This Agreement shall be construed, performed and enforced

in accordance with, and governed by the laws of the State, without giving effect to the principles of conflicts of law thereof. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto. This Agreement constitutes the entire contract between the parties relative to the subject matter hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

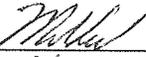
FIRST NATIONAL CAPITAL MARKETS,
INC.

By 
Its Executive Vice President

KUEHL CAPITAL CORPORATION

By 
Its MANAGING DIRECTOR

SANITARY AND IMPROVEMENT
DISTRICT NO. 298 OF SARPY COUNTY,
NEBRASKA

By 
Its Chairman

[Signature Page to Agreement]

APPENDIX A

FORM OF INVESTOR LETTER

[Date]

Sanitary and Improvement District
No. ___ of [Douglas] [Sarpy] County, Nebraska

Re: \$_____ [General Obligation Bonds, Series 20__] [General Fund Warrants]
[Construction Fund Warrants], Dated _____

Ladies and Gentlemen:

The undersigned is the purchaser (the "Purchaser") of \$_____ in aggregate principal amount of [General Obligation Bonds, Series 20__ (the "Bonds")] [Construction Fund Warrants] [General Fund Warrants] (collectively, the "Warrants") issued by Sanitary and Improvement District No. ___ of [Douglas] [Sarpy] County, Nebraska (the "District") and is making the representations, agreements and statements set forth in this investor letter (this "Letter") as an inducement to the District to issue and sell the [Bonds] [Warrants] to the Purchaser. In connection with the purchase of the [Bonds] [Warrants], the Purchaser acknowledges, agrees and represents as follows:

1. The Purchaser has been advised that: (a) the [Bonds] [Warrants] are not registered under the Securities Act of 1933, as amended (the "Securities Act"), or with any state securities agency or commission; (b) the District is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"); and (c) the [Bonds] [Warrants] are not being issued as part of a transaction which is subject to the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Exchange Act ("Rule 15c2-12"). The Purchaser therefore understands that, if and when it wishes to resell the [Bonds] [Warrants], there may not be available current business and financial information about the District. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants], except (i) in material compliance with all applicable state and federal securities laws, including Rule 15c2-12, (ii) with full and accurate disclosure of all material facts, to the extent required by law, to the prospective purchaser(s) or transferee(s) (iii) either under effective federal and state registration statements (which the District shall in no way be obligated to provide) or pursuant to exemptions from such registrations and (iv) upon the delivery by the prospective purchaser(s) or transferee(s) of an investor letter identical in form and substance of this Letter. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants] or any maturity thereof in principal amounts of less than \$100,000. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale or transfer prior to the maturity of the [Bonds] [Warrants] may not be possible or permitted or may be at a price below that which the Purchaser is paying for the [Bonds] [Warrants].

2. The Purchaser is (a) a bank, registered investment company, insurance company or other institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act, (b) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Exchange Act and under various state securities laws and is not an individual or (c) described in Paragraph 4.

3. The Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, is duly and legally authorized to purchase obligations such as the [Bonds] [Warrants] and has satisfied itself that the [Bonds] [Warrants] are a lawful investment for this

organization under all applicable laws. The Purchaser can bear the economic risk of the purchase of the [Bonds] [Warrants] and has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants] and are aware of the use of the proceeds and the risks involved therein.

4. If not described in Paragraph 2, the Purchaser is a registered investment advisor purchasing the [Bonds] [Warrants] for inclusion in the portfolio of a registered investment company advised by the Purchaser and over whose transactions it has discretionary power. If described in this Paragraph 4, it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants], and the investment company for which the Purchaser is purchasing the [Bonds] [Warrants] is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the [Bonds] [Warrants].

5. The [Bonds] [Warrants] have been purchased for the account of the Purchaser (except as described in Paragraph 4, in which instance it has been purchased for the account of one registered investment company managed by the Purchaser) for investment and not with a view to the distribution, transfer or resale of all or any portion thereof, provided that the Purchaser may transfer the [Bonds] [Warrants] to an affiliate at any time, and provide further that the disposition of the [Bonds] [Warrants] shall at all times be within the sole control of the Purchaser (subject to the provisions of Paragraph 1). The Purchaser agrees to indemnify and hold harmless the addressees of this Letter with respect to any and all claims arising from or related to its sale or transfer of the [Bonds] [Warrants].

6. The Purchaser has been offered a sufficient opportunity to conduct an investigation concerning the terms and conditions of the offering of the [Bonds] [Warrants] and to obtain any information on the status of the District. The Purchaser is familiar with the condition, financial or otherwise, of the District and has been furnished all operational and financial information about the District deemed necessary to the Purchaser to evaluate the merits and risks of an investment in the [Bonds] [Warrants].

7. The Purchaser has received and reviewed a copy of the resolution adopted by the Board of Trustees of the District approving the transactions related to the [Bonds] [Warrants], including the issuance thereof, each of the documents approved thereby and any other documents it deemed necessary in connection therewith.

8. The Purchaser has not relied and does not rely on any party other than the District or its agents for furnishing or verifying information requested by the Purchaser relating to the District or information relating to the terms of [Bonds] [Warrants] and terms of the underlying transactions related to the [Bonds] [Warrants].

All statements and representations of the Purchaser in this Letter are made solely and exclusively in connection with its purchase of the [Bonds] [Warrants] and are made solely for the benefit of the addressees hereto and no other party shall or may be a third party beneficiary hereof. The foregoing statements and representations shall survive the execution and delivery to the Purchaser of the [Bonds] [Warrants] and the instruments and documents contemplated thereby.

Very truly yours,

[FIRST NATIONAL CAPITAL MARKETS, INC.]

[FIRST NATIONAL BANK OF OMAHA]

By: David Cota
Name: DAVID COTA
Title: President

APPENDIX B

Financing Conditions & Limitations

- General Fund Warrant limitations:

No more than \$40,000 of General Fund warrants are to be issued per calendar year. Each successive year the limit will be reviewed by the Municipal Advisor based upon the financial feasibility of the project. The Municipal Advisor will notify the Purchaser in writing of any adjustments in the total amount of General Fund warrants to be issued per calendar year.

- Construction Fund Warrant Limitations:

The Purchaser has committed to purchase approximately \$2,423,500 of Construction Fund warrants for the installation of public improvements. The District agrees to limit the issuance of Construction Fund Warrants to approximately \$2,423,500; with the distribution of improvement costs to be 35.4% Special Assessments, 61.8% General Obligation and 2.8% Reimbursable General Obligation. The maximum amount of warrants issued for General Obligation costs is limited to \$1,500,000.

Any amendment to the overall cost limits and/or distribution between General Obligation costs and Special Assessments must be financially feasible for the District and approved in writing by the Purchaser, via the Municipal Advisor.

The Purchaser recognizes that this project will be constructed in multiple phases. After the improvements for the initial phase have been installed, prior to issuing additional warrants for subsequent phases, the District will provide the Purchaser an up to date Engineer's estimate of costs for the next phase public improvements and a progress update for review and approval by the Purchaser. Approval to proceed will not be unreasonably withheld.

- The District agrees to adjust the distribution of costs between special assessments, general obligation and external funding sources so the result is a bond fund levy not to exceed \$0.65, based on reasonable build out assumptions that are mutually agreeable with the purchaser.
- The District agrees to levy Special Assessments within 180 days of the completion of the installation of public improvements over ten annual equal installments.
- A Bond Fund tax levy of at least \$0.50 will be levied no later than FY2020/2021.
- The Purchaser may discontinue the purchase of warrants if any of the above conditions are not met.

BE IT RESOLVED that the Offering Circular dated October 6th, 2015 (including the Addendum attached thereto, the "Offering Circular") pertaining to the offering by the District from time to time of its construction fund warrants and general fund warrants is: (1) hereby approved in substantially the form attached hereto; (2) the Chair of the Board of Trustees is hereby authorized and directed to execute the Offering Circular in substantially the form and content attached hereto, but with such changes, modifications, deletions or additions therein as shall to the Chair seem necessary, desirable or appropriate (provided that Kuehl Capital Corp., acting as municipal advisor to the District, and without further approving action by the Chair or this Board, is hereby authorized to insert on behalf of the District into each Addendum relating to an offering of construction fund warrants or general fund warrants, the numerical and statistical information specific to each such offering as shall be accepted and used by the Underwriter to offer the additional warrants described in such addendum);(3) the Offering Circular as of its date is hereby deemed final within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), as amended (except for any one or more of the permitted omissions specified by paragraph (b) of the Rule); and (4) the distribution of the Offering Circular by First National Capital Markets Inc., as underwriter, with respect to each offering of construction fund warrants or general fund warrants described by an Addendum is hereby authorized and approved.

The District hereby approves and enters into the continuing disclosure undertaking for the benefit of the holders of the District's warrants, as required by the Rule and set out as Appendix D of the Offering Circular which is hereby incorporated by reference into this resolution as if set forth herein.

AUTHORIZATION OF OFFERING CIRCULAR

The District has duly authorized this Offering Circular and its distribution and use by the Underwriter.

SANITARY AND IMPROVEMENT
DISTRICT NO. 298 OF SARPY COUNTY,
NEBRASKA

By /s/ _____
Chair, Board of Trustees

OFFERING CIRCULAR

NEW ISSUE

NOT RATED

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing law, the interest on the Construction Fund Warrants described by the Addendum attached hereto is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, except that interest on the Construction Fund Warrants must be included in the "adjusted current earnings" of certain corporations for purposes of calculating alternative minimum taxable income. Bond Counsel also is of the opinion that, under existing laws of the State of Nebraska, interest on the Construction Fund Warrants is exempt from Nebraska state income taxation as long as it is exempt for purposes of the federal income tax. The District has designated the Construction Fund Warrants as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code. No tax opinion has been delivered in connection with the issuance of 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. See "TAX MATTERS" herein.

Sanitary and Improvement District No. 298
of Sarpy County, Nebraska
(Spring Ridge)
Construction Fund Warrants

Sanitary and Improvement District No. 298
of Sarpy County, Nebraska
(Spring Ridge)
General Fund Warrants

Dated: See Addendum attached hereto.

Due: See Addendum attached hereto.

THIS OFFERING CIRCULAR MUST BE READ TOGETHER WITH THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

The Construction Fund Warrants (the "Construction Fund Warrants") and the General Fund Warrants (the "General Fund Warrants" and collectively with the Construction Fund Warrants, the "Warrants") of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska (the "District") offered hereby, as more fully described in the Addendum attached hereto (the "Addendum"), are being issued by the District to (i) in the case of the Construction Fund Warrants, pay the costs of acquiring, constructing and installing streets, utilities and other infrastructure improvements within the District or pay the annual interest on outstanding construction fund warrants of the District and (ii) in the case of the General Funds Warrants, pay operating and maintenance costs of the District, each as authorized by applicable statutes of the State of Nebraska (the "State") and resolutions of the Board of Trustees of the District. The Addendum sets forth the interest rates, the maturity dates, the aggregate principal amounts and the offering price of the Warrants, as well as the current aggregate principal amount of the District's outstanding debt obligations, including earlier issues of construction fund warrants, bonds and general fund warrants.

The Construction Fund Warrants are obligations of the District payable solely from moneys of the District available for such purpose, including collections of special assessments on the real property within the District benefited by the improvements, ad valorem taxes levied and collected against all real property within the District and the proceeds of the District's bonds, if and when issued for such purpose. The District is not pledging its full faith and credit to the payment of the Construction Fund Warrants.

The General Fund Warrants are obligations of the District payable solely from moneys of the District available for such purpose, including ad valorem taxes levied and collected against all real property within the District. The District has not pledged its full faith and credit to the payment of the General Fund Warrants.

The Warrants are not secured by any mortgage, lien or other interest on any property in the District and are not obligations of Sarpy County, Nebraska (the "County"), the State or any other political subdivision thereof (other than the District). See "WARRANTHOLDERS' RISKS" herein.

The Warrants are being issued in fully registered form in varying denominations. Interest is payable annually on the Construction Fund Warrants each September 1 of every year until maturity, commencing on the date set forth in the Addendum, by warrant or check mailed to the registered owner of record, except as described below and herein. Interest on the General Fund Warrants is payable at maturity. Principal of the Warrants is payable at the local office of Bankers Trust Company, Omaha, Nebraska, as Paying Agent and Registrar (the "Paying Agent"), in the order registered with the Sarpy County Treasurer.

Interest on the Construction Fund Warrants may be paid in the form of additional interest-bearing construction fund warrants issued for such purpose by the District, and not by check or cash. The maturity date of the Construction Fund Warrants may be extended from that set forth in the Addendum by order of the Sarpy County District Court.

The Warrants are redeemable by the District at any time in the principal amounts thereof on or before their stated maturity dates in the order registered with the Sarpy County Treasurer, from funds available for such purpose. Under certain circumstances, the Warrants may be redeemed at less than the principal amount thereof. See "WARRANTHOLDERS' RISKS."

SEE "WARRANTHOLDERS' RISKS" HEREIN FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED (IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN) IN EVALUATING THE INVESTMENT QUALITY OF THE WARRANTS. THE WARRANTS ARE OFFERED BY THIS OFFERING CIRCULAR SUBJECT TO THE CONDITIONS SET FORTH HEREIN, INCLUDING RECEIPT OF A FULLY COMPLETED AND SIGNED INVESTMENT LETTER, THE FORM OF WHICH IS ATTACHED TO THIS OFFERING CIRCULAR AS APPENDIX C.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read the entire Offering Circular (including the Addendum) to obtain information essential to the making of an informed investment decision.

The Construction Fund Warrants are offered when, as and if issued, subject to approval as to their legality by Kutak Rock LLP, Omaha, Nebraska, Bond Counsel, and certain other conditions. No opinion or approval will be given with respect to the legality of the General Fund Warrants. The Addendum states the anticipated delivery date in Omaha, Nebraska, of the Warrants. Kuehl Capital Corporation has provided municipal advisor services to the District in connection with the offering of the Warrants.

FIRST NATIONAL CAPITAL MARKETS, INC.

Date: October 6, 2015

4818-9127-1209.2

**SANITARY AND IMPROVEMENT DISTRICT
NO. 298
OF SARPY COUNTY, NEBRASKA**

BOARD OF TRUSTEES

Melvin Sudbeck.....Chair
Jeanne Sudbeck.....Clerk
Darrell Wise.....Trustee
John Arians.....Trustee
Chad Wallace.....Trustee

BOND COUNSEL

Kutak Rock LLP

ATTORNEY FOR DISTRICT

Laughlin, Peterson & Lang

DEVELOPER

Orchard Valley, Inc.

MUNICIPAL ADVISOR

Kuehl Capital Corporation

ENGINEER

Thompson, Dreessen & Dorner, Inc.

PAYING AGENT AND REGISTRAR

Bankers Trust Company

ACCOUNTANT

Masimore, Magnuson & Associates, P.C.

UNDERWRITER

First National Capital Markets, Inc.

DISCLOSURE COUNSEL

Kutak Rock LLP

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT OR THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE WARRANTS REFERRED TO HEREIN OTHER THAN THOSE CONTAINED IN THIS OFFERING CIRCULAR, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE WARRANTS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND IS BELIEVED TO BE RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION, BY THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT SINCE THE DATE HEREOF. THIS OFFERING CIRCULAR IS SUBMITTED IN CONNECTION WITH THE SALE OF THE WARRANTS REFERRED TO HEREIN AND MAY NOT BE REPRODUCED OR USED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE. THE UNDERWRITER MAY OFFER AND SELL WARRANTS TO CERTAIN DEALERS AND TO OTHERS AT PRICES LOWER THAN THE OFFERING PRICES STATED ON THE ADDENDUM HERETO. THE OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE DISTRICT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE WARRANTS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, AND THE WARRANTS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

THIS OFFERING CIRCULAR CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO FORECASTED, EXPECTED OR PROJECTED FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY WORDS SUCH AS "PLAN," "EXPECT," "ESTIMATE" AND "BUDGET" OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED, OCCUR.

Sanitary and Improvement District No. 298
of Sarpy County, Nebraska
(Spring Ridge)
Construction Fund Warrants

Sanitary and Improvement District No. 298
of Sarpy County, Nebraska
(Spring Ridge)
General Fund Warrants

INTRODUCTORY STATEMENT

The purpose of this Offering Circular, including the Addendum attached hereto (the "Addendum" and, collectively with this Offering Circular, the "Offering Circular") relating to the particular issue of (i) the Construction Fund Warrants (the "Construction Fund Warrants") or (ii) the General Fund Warrants (the "General Fund Warrants" and together with the Construction Fund Warrants, the "Warrants") of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska (the "District") identified by the Addendum, is to provide certain information concerning the issuance by the District of the Warrants.

INVESTORS MUST READ THE ENTIRE OFFERING CIRCULAR, INCLUDING THE ADDENDUM, BEFORE MAKING AN INVESTMENT DECISION.

By authority of Sections 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the "Act"), sanitary and improvement districts may, among other things, finance the capital costs of acquiring, constructing and installing public improvements within the boundaries of the district and the costs of other operational services performed in and for the district. The owner of the property that comprises a potential subdivision traditionally establishes a sanitary and improvement district. In the case of the District, Orchard Valley, Inc. (the "Developer") is the developer of the District and formed the District in April of 2015.

Once duly established, a sanitary and improvement district is a body corporate and politic and a political subdivision of the State of Nebraska (the "State"), with the powers to issue warrants and bonds for its authorized purposes and to assess special assessments and levy ad valorem taxes to repay such indebtedness.

In particular, the Act authorizes the District to issue the Construction Fund Warrants for paying amounts owed by the District to contractors and vendors with respect to the financing of public improvements and public infrastructure in the District. The Construction Fund Warrants and all other construction fund warrants heretofore and hereafter issued by the District are obligations of the District payable from the moneys of the District available for such purpose, including its special assessments, Bond Fund ad valorem tax levy and proceeds of the District's bonds. It is expected that delinquencies in the collection of special assessments will occur, which could adversely affect the payment of principal on the stated maturity date of the Construction Fund Warrants. The stated maturity date of the Construction Fund Warrants may be extended by order of the Sarpy County District Court (the "County District Court"). The annual interest payment on the Construction Fund Warrants may be in the form of additional construction fund warrants issued for such purpose, and not a check or cash.

Additionally, the Act authorizes the District to issue the General Fund Warrants to pay operating and maintenance expenses of the District. The General Fund Warrants and all other general fund warrants heretofore and hereafter issued by the District are obligations of the District payable from the moneys of the District available for such purpose, particularly the tax revenues from the District's General Fund ad valorem tax levy.

The Warrants are not secured by any mortgage, lien or other interest on any property in the District and are not obligations of Sarpy County, Nebraska (the "County"), the State or any other political subdivision thereof (other than the District). In addition, the Warrants may, under certain circumstances, be redeemed at less than the principal amount thereof. Prospective investors are advised to read carefully "WARRANTHOLDERS' RISKS" herein for a description of certain risk factors that should be considered (in addition to other matters set forth herein) in evaluating the investment quality of the Warrants.

The principal of individual Warrants (together with all unpaid interest accrued thereon) is payable in full in the order of registration with the County Treasurer by Bankers Trust Company, as paying agent and registrar (the "Paying Agent"), at its local office in Omaha, Nebraska. The Addendum describing each issue of Warrants, states

the aggregate principal amount of construction fund warrants, general fund warrants and other District debt outstanding at the time of issuance of such Warrants.

Brief descriptions of the Warrants, the security therefor and the District are included in this Offering Circular together with summaries of certain provisions of the Warrants and the District's related resolutions. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Warrants and the District's related resolutions and agreements are qualified in their entirety by reference to the complete documents, copies of which are available for inspection at the office of Kuehl Capital Corporation, acting as Municipal Advisor for the District, at Suite 1, 14747 California Street, Omaha, Nebraska 68154, during normal business hours.

WARRANT PAYMENT PROCEDURES

General Information

Warrants are orders of the District to the County Treasurer, as ex-officio Treasurer of the District, to pay debts of the District. All claims against the District must be paid by warrant, and the Board of Trustees (the "Board") of the District must authorize all warrants. Warrants are drawn on the District's General Fund, which is used to pay operating expenses of the District, or its Bond Fund, which is used to pay (i) debt service costs on the District's bonds and construction fund warrants or (ii) costs of capital improvements within the District, such as streets, utilities and other public infrastructure improvements. The Construction Fund Warrants are not payable from the General Fund tax levy and the General Fund Warrants are not payable from the Bond Fund tax levy. The Construction Fund Warrants may also be repaid from the levy and collection of special assessments.

Construction fund warrants must be presented for payment to the paying agent named on such construction fund warrant or to the County Treasurer, who will issue a check if money is available in the Bond Fund. General fund warrants must be presented for payment to the County Treasurer, who will issue a check or cash if money is available in the General Fund. Warrants so presented and not paid because adequate funds are not then on hand in the particular fund, including warrants offered for investment such as the Warrants, are then registered and bear interest at the rate shown on the warrant from the date of registration until paid. Interest on construction fund warrants is paid annually and at redemption or final maturity, while interest on general fund warrants is paid at maturity or redemption of the warrant.

The Warrants are issued in fully registered form, with principal and interest payments made by the Paying Agent from its local office in Omaha, Nebraska. Warrants are paid or redeemed by the Paying Agent from moneys obtained from the County Treasurer. The Paying Agent pays warrant holders in the order in which such warrants were initially registered with the County Treasurer, so that warrants first registered are paid in full before any principal payment is made on later registered warrants. No warrant holder has any right or claim to any particular special assessment, tax levy or other source of payment, and warrants are not paid on a pro rata basis but rather by priority based on their respective dates of registration with the County Treasurer.

The District will issue additional interest-bearing construction fund warrants to provide cash to pay interest on its outstanding construction fund warrants, but the actual availability of any cash for such purpose will depend upon the District being able to find a purchaser for the additional interest warrants. If a purchaser is not found, the additional construction fund warrants for interest due will be issued directly to the warrant holders in lieu of cash. See "UNDERWRITING" and "WARRANTHOLDERS' RISKS" herein.

Redemption

The Warrants are subject to redemption by the District in whole at any time in advance of their stated maturity (or maturity as extended by court order in the case of the Construction Fund Warrants) at the principal amount thereof plus accrued interest to the redemption date. If the General Fund Warrants are not redeemed or paid, prior to or on their maturity date they will continue to accrue interest at the stated rate until they are paid.

Notice of Redemption

The District shall mail or cause to be mailed notice of redemption prior to maturity of a Warrant to the registered owner thereof at least seven days prior to the redemption date.

Transfer and Registration

The ownership of a Warrant may be transferred only by presentation thereof to the Paying Agent, accompanied by an assignment in form satisfactory to the Paying Agent duly executed by the registered owner or its duly authorized agent and by delivery of an investment letter from the transferee in a form substantially the same as that executed by the original purchaser of the Warrants, such form is attached hereto as Appendix C.

Warrants Payable in Order Registered

As set forth in the Addendum, the District may have other warrants outstanding and expects to issue from time to time additional warrants, including construction fund warrants issued to provide cash to pay interest on outstanding construction fund warrants. Warrants are payable in the order in which registered with the County Treasurer. No warrant holder has any right or claim to any particular special assessments (if applicable), tax levy or other source of payment, and warrants are not paid on a pro rata basis but rather by priority based on their respective dates of registration with the County Treasurer. Consequently, the earlier the registration date of a particular warrant, the more likely it is that such warrant will be paid or called for redemption in advance of maturity for payment from the proceeds of special assessment collections (if applicable) and tax revenues. In the event of significant delinquencies in the collection of special assessments (if applicable) and ad valorem taxes, the principal of an earlier registered warrant is more likely to be paid than that of subsequently registered warrants. See "WARRANTHOLDERS' RISKS" herein.

THE CONSTRUCTION FUND WARRANTS

The Construction Fund Warrants must become due within five years from their date of issuance, except that the County District Court may extend the maturity date (with such extension not constituting a default) upon application of the District. The County District Court may extend the maturity date if it finds that the District does not have funds to retire the Construction Fund Warrants and either (a) the District cannot sell bonds in an amount sufficient to retire the Construction Fund Warrants or (b) an unreasonably high tax levy, as compared to the levy on other similar property within the County, would be required to cover debt service requirements on bonds issued to retire the Construction Fund Warrants. Upon making such a determination, the County District Court may make such orders concerning retirement of the Construction Fund Warrants as it shall determine proper under the circumstances of the District, including ordering an increase in the tax levy of the District to provide funds for construction fund warrant redemption. However, the County District Court may not order a tax levy for such purpose that would cause the total tax levy of the District to be unreasonably high as compared with the tax levy of other similar property in the County. Notice of any such extension application must be published three weeks before the County District Court hearing and mailed to each construction fund warrant holder known to the District. Construction Fund Warrant holders may appear before the County District Court at such hearing.

The Construction Fund Warrants are paid from special assessment collections, if any, ad valorem tax revenues, and other funds available for the purpose, including, if and when issued, the proceeds of the District's bonds. Sanitary and Improvement Districts typically retire the majority of construction fund warrants with the proceeds of a bond issue. Bonds to redeem construction fund warrants are issued at one time or from time to time as the development and taxable valuation of the District increase so that the debt service on the bonds can be covered by a reasonable Bond Fund ad valorem tax levy. The issuance of bonds by the District will depend on numerous factors, including the availability of a purchaser therefor. See "UNDERWRITING" and "WARRANTHOLDERS' RISKS" herein.

Authority for Issuance

The Board must adopt a resolution authorizing each issue of the Construction Fund Warrants in order to

finance the costs of the public improvements in the District or to pay interest on the District's outstanding construction fund warrants. Such costs, with respect to each such issuance, may include, among other things, hard construction costs identified to the Board by the District's engineer and bills submitted by the District's counsel, the Underwriter and other professional service providers.

Description of the Construction Fund Warrants

The Construction Fund Warrants shall have the specific terms set out in the Addendum attached to this Offering Circular. The Construction Fund Warrants will be issued as fully registered warrants without coupons in varying denominations. Interest on the Construction Fund Warrants shall be payable annually on September 1 accruing from the date of registration with the County Treasurer by check mailed by the Paying Agent to the registered owners thereof at the owner's address as it appears on the registration books to be kept by the Paying Agent in its capacity as Paying Agent at its local office in Omaha, Nebraska, or at such other address as is furnished to the Paying Agent by the registered owner. If the District does not then have on hand sufficient funds from the sale of additional District construction fund warrants issued for such purpose to make such interest payment by check or cash, the interest on the Construction Fund Warrants shall be payable by directly issuing such additional construction fund warrants in lieu of cash to the existing warrant holders. Any such additional construction fund warrants shall bear interest until paid at the interest rate per annum set at the time of issuance of such additional construction fund warrants. The principal of the Construction Fund Warrants shall be payable in lawful money of the United States of America at the local office of the Paying Agent upon presentation of the Construction Fund Warrants to the Paying Agent and shall be paid in the order of registration with the County Treasurer to the extent that the Paying Agent has sufficient funds to make such payment.

Construction Fund Warrants Junior to Bonds

The District may issue general obligation bonds and apply the proceeds thereof to the payment of its outstanding construction fund warrants, including the Construction Fund Warrants. The payment of the principal of and interest on the District's construction fund warrants, including the Construction Fund Warrants, will be subordinate to that of any payments on bonds issued by the District, regardless of the respective issuance and registration dates of such warrants and of such bonds. See "WARRANTHOLDERS' RISKS—Risks Specific to Construction Fund Warrants—Inability to Issue Bonds" herein.

Sources of Payments on the Construction Fund Warrants

The Construction Fund Warrants and the interest payable thereon are payable from the collections of special assessments on specially benefited properties within the District and ad valorem taxes levied annually by the District against all real property within the District and collected by the County on behalf of the District and by other available moneys of the District, including the proceeds of bonds, if and when issued for such purpose. The Construction Fund Warrants are not secured by a lien or mortgage interest on any property located within the District's boundaries. No landowner in the District is personally liable for the special assessments or ad valorem taxes relating to such landowner's properties. Neither the full faith and credit nor the taxing power of the District is pledged to the payment of the Construction Fund Warrants, and the Construction Fund Warrants are not obligations of the County.

Special Assessments. Under the Act, the District will specially assess against the benefited properties a portion of the costs of the improvements for which the District issues construction fund warrants. After the Board levies such assessments, the County Treasurer collects the special assessments on behalf of the District. Special assessments relating to the District's improvements constitute a lien in favor of the District on the assessed property, but do not constitute a personal or corporate indebtedness of the owners of property within the District. Such special assessments, as levied by the District, are payable at the time of sale of the benefitted property or in annual installments during a period of not more than 10 years. The lien of the District is inferior only to the general taxes levied by the State and its political subdivisions, including the District. If an annual installment of assessments is not paid by the property owner when due, the installment becomes delinquent. Interest accrues on nondelinquent installments at the interest rate per annum of the greater of (a) the rate of interest accruing on the construction fund warrants registered against the District 60 days prior to the actual levy of the special assessments or (b) the average rate of interest accruing on the District's construction fund warrants issued to pay for the improvements for which

the special assessments are to be levied adjusted to the next greater ½%. Delinquent installments bear interest at the rate of 2% per annum above the rate set by the District on such installments before delinquency, subject to a 14% per annum ceiling (subject to adjustment from time to time by the Legislature). If three or more installments become delinquent, the Board may declare all remaining installments due and payable and increase to 14% per annum (subject to adjustment from time to time by the Legislature) the interest rate on all installments.

Ad Valorem Tax. The District is a start-up district and it will not levy its first ad valorem tax until December 31, 2015. Start-up districts generally allocate their entire initial ad valorem tax levy to the General Fund. Thus, the District anticipates that for its initial fiscal years its General Fund levy will be \$0.90000 and its Bond Fund levy will be \$0.00000 per \$100 of taxable valuation upon all real property in the District. The County Treasurer collects ad valorem taxes on behalf of the District in the same manner and at the same time as it collects all other ad valorem taxes levied against real property within the County. The District may apply ad valorem tax revenues generated by the District's Bond Fund portion of its overall property tax levy to the payment of the principal or interest on the Construction Fund Warrants.

THE GENERAL FUND WARRANTS

Authority for Issuance

General fund warrants must become due within three years of their date of issuance and are payable from the proceeds of the District's General Fund tax levy budgeted for that purpose and other sources of revenue for the District's operating budget for the year. The District will authorize the issuance of the General Fund Warrants pursuant to resolutions of the District contained in the District's minutes and adopted at publicly held meetings.

Description of the General Fund Warrants

The General Fund Warrants shall have the specific terms set out in the Addendum attached to this Offering Circular. The General Fund Warrants will be issued as fully registered general fund warrants without coupons in varying denominations. Interest on the General Fund Warrants shall be payable at maturity, accruing from the date of registration with the County Treasurer. The principal of the General Fund Warrants shall be payable in lawful money of the United States of America at the local office of the Paying Agent upon presentation of the General Fund Warrants to the Paying Agent and shall be paid in the order of registration with the County Treasurer to the extent the Paying Agent has sufficient funds to make such payment.

Sources of Payments on the General Fund Warrants

The General Fund Warrants and the interest payable thereon are payable from the collection of ad valorem taxes levied annually by the District against all real property within the District and collected by the County on behalf of the District and by other legally available moneys of the District. The General Fund Warrants are not secured by a lien or mortgage interest on any property located within the District's boundaries. No landowner in the District is personally liable for the ad valorem taxes relating to such landowner's properties. Neither the full faith and credit nor the taxing power of the District is pledged to the payment of the General Fund Warrants, and the General Fund Warrants are not obligations of the County.

Ad Valorem Tax. The District is a start-up district and it will not levy its first ad valorem tax until December 31, 2015. Start-up districts generally allocate their entire initial ad valorem tax levy to the General Fund. Thus, the District anticipates that for its initial fiscal years its General Fund levy will be \$0.90000 and its Bond Fund levy will be \$0.00000 per \$100 of taxable valuation upon all real property in the District. The County Treasurer collects ad valorem taxes on behalf of the District in the same manner and at the same time as it collects all other ad valorem taxes levied against real property within the County. The District applies the portion of ad valorem tax revenues generated by the General Fund levy to pay the District's administrative costs in accordance with its budget, including the payment of the District's general fund warrants, such as the General Fund Warrants.

NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND DELINQUENCIES

Remedies for Delinquencies

Tax Certificate Sale and Tax Deed. Nebraska law provides two statutory schemes for clearing the tax liens of delinquent special assessment installments and ad valorem taxes. Both processes require several years to reach conclusion. The first method is the sale of tax certificates by the county in which the property in question is located. County treasurers are empowered to sell tax certificates for real estate on which taxes or assessments have not been paid as provided by law for an amount equal to all of the taxes and, if so requested by the levying district, special assessments. The county treasurer conducts tax certificate sales in March following three weekly notice publications in general circulation newspapers in the county. For the tax certificate sale to occur, the county treasurer must receive a sale price at least equal to the sum of the delinquent assessments, delinquent ad valorem taxes, if any, and certain statutory expenses. If a tax certificate is sold, the liens of the special assessments and any other taxes are transferred to the purchaser, and the county treasurer will distribute to the district that portion of sale price attributable to the delinquent special assessment installments and the district's share of unpaid ad valorem taxes. Subject to the priority of outstanding bonds, the district then may retire warrants in full in the order registered to the extent of the amount of the proceeds of the tax certificate sale. The owner of the property will have three years from the tax certificate sale date to redeem the tax certificates, after which time the purchaser of the tax certificates, if not so redeemed, may obtain a tax deed pursuant to Section 77-1837, Reissue Revised Statutes of Nebraska, as amended, or foreclose on the tax lien via a sheriff's sale as discussed below. If the purchaser exercises its right to acquire a tax deed, the district's lien for special assessments, if not so included in the tax certificate sale, will be extinguished. In order to obtain a tax deed or a sheriff's deed, the tax certificate holder must act under either method within nine months of the end of the three-year redemption period. If a tax certificate is not sold, the owner retains the property, but interest still will accrue as aforesaid. The County Treasurer conducts the tax certificate sale and maintains the records.

Foreclosure Proceedings and Sheriff's Deed. The second statutory method for clearing liens of taxes or assessments is foreclosure against the property in question. Either the sanitary and improvement district or the county may exercise the right to foreclose; however, a district may only foreclose its tax lien in the case of delinquent special assessments.

Additionally, as mentioned above, the purchaser of a tax certificate may also obtain a sheriff's deed via foreclosure proceedings. Upon exercising the remedy of foreclosure pursuant to its tax certificate lien, the county court may immediately confirm the sale and issue a sheriff's deed to the tax certificate purchaser.

The district's board of trustees may initiate foreclosure proceedings once special assessment installments are delinquent for three years running and may bid its lien in the amount of delinquent special assessments at the sheriff sale. The district will take the property if there are no other adequate bids and may resell the property, in which event the proceeds of the resale must be divided among the affected taxing jurisdictions, including the district, in proportion to their respective liens. However, the district is not entitled to any surplus unless the County Treasurer has first offered the special assessments for sale via the tax certificate sale process describe above.

Alternatively, the county may foreclose the lien of delinquent taxes or special assessments against property within a district. If taxes or assessments are delinquent for three years or more, the county must foreclose in order to recapture anticipated proceeds from property taxes and special assessments. If the special assessments are not requested by a district to be included in the tax foreclosure proceeding and the county treasurer has not previously offered the delinquent special assessments for sale, then the district's special assessment lien will survive the foreclosure sale.

Confirmation of the sale of foreclosed property pursuant to a sheriff's sale is not available until the passage of a two-year redemption period (during which time the delinquent property owner may satisfy the delinquency and remove the outstanding lien of taxes or special assessments), running from the sale date. Thus, the winning bidder must wait two years before receiving clear title. However, the purchaser of a tax certificate may foreclose its lien at the conclusion of the three year redemption period specifically associated with the tax certificate sale and will not be subject to an additional two year redemption period. Under the foreclosure proceedings, there is no requirement that

the auction price equal or exceed the special assessments and ad valorem taxes then owing; the recovery, if any, can be insufficient to make warrantholders whole.

Warrantholders are paid the principal of and the interest on warrants issued by sanitary and improvement district's generally from ad valorem taxes and special assessments. Individual warrantholders do not enjoy a lien on the real property within a district. The remedies of a tax certificate sale and foreclosure available to the district or the county may accrue to the benefit of the warrantholders, but are not directly available to warrantholders.

If there is warrantholder unanimity, the warrantholders may waive or otherwise settle any defaults or delinquencies with the district. If the payment of warrant principal has been in default for over 90 days, a majority of the warrantholders may also petition for the appointment of an administrator in lieu of the district's board of trustees. The board of trustees or the new administrator, if any, may negotiate agreements to compromise the indebtedness, including the issuance of new bonds and warrants in conjunction with a workout. This effort can include a voluntary Chapter 9 bankruptcy filing by a district. There is no assurance under such circumstances that warrantholders will receive full payment of amounts owed to them on their warrants. See "WARRANTHOLDERS' RISKS."

Budget and Levy Limitations

The State Legislature has imposed budget limitations and property tax restrictions on Nebraska political subdivisions, including sanitary and improvement districts, intended to reduce the level of property taxation and expenditures in the State. State law prohibits governmental units, including sanitary and improvement districts in existence for more than five years, from adopting budgets in excess of 102.5% of the prior fiscal year's budget plus allowable growth (which includes increases in taxable valuation for such things as new construction and annexations). However, such budgetary limitations do not apply, among other things, to revenues pledged to retire bonded indebtedness, or budgeted for capital improvements, such as the proceeds of the Construction Fund Warrants. Provision also is made for a governmental unit to exceed the budget limit for a given fiscal year by up to an additional 1% upon the affirmative vote of at least 75% of the governing body or in such amount as is approved by a majority vote of the electorate. State law also limits the maximum rates that may be levied by each type of governmental unit. The General Fund levy by a sanitary and improvement district in existence for more than five years is limited to a maximum of 40¢ per \$100 of taxable valuation (districts in existence less than five years are not subject to any maximum General Fund levy until they reach their fifth anniversary). The levy limit does not apply to tax levies for bonds or warrants approved according to law and secured by a levy on property (such as the Bond Fund levy of the District). Taxable value of motor vehicles no longer constitutes a portion of the ad valorem tax base of sanitary and improvement districts and districts do not receive motor vehicle taxes. Special assessments are not property taxes subject to the levy limitation. State law permits a political subdivision to exceed its levy limitation for a period of up to five years by majority vote of the electorate.

There can be no assurance that the State's system of assessing and taxing real property will remain substantially unchanged. Such changes could materially and adversely affect the amount of property tax revenues the District could collect in future years. The District does not believe that the State Legislature, subject to constitutional restrictions, if any, would leave the District without adequate taxing resources to pay for its programs and meet its financial obligations, including the repayment of its warrants, bonds and other obligations.

Description of Budget Process

A sanitary and improvement district is required by State law to file its budget with the county clerk and the State Auditor on or before September 20 of each year. Each district's accountant prepares a budget draft in July of each year based on actual expenses and revenues for the three preceding fiscal years and proposed expenses and revenues for the coming fiscal year. District budgets as proposed and adopted can frequently differ substantially from actual figures reviewed after the fact, especially in those years with major changes in tax rates or valuation. Such differences are principally due to the fact that while the fiscal year for a district begins on July 1, tax dollars generated by the budget are not received by the district until the following calendar year. The first half of such tax receipts is received during the spring of the following calendar year (April 1). The second half tax receipts are not received until the late summer of the following calendar year (August 1), several weeks into the ensuing fiscal year.

The proposed budget contains line items detailing, among other things, revenues and expenses in both the General Fund and the Bond Fund. Revenues in the General Fund cover noncapital expenses (i.e., operating expenses) including insurance, streetlights, legal and accounting fees and maintenance expenses. Revenues in the Bond Fund cover principally construction expenses (including associated professional fees), principal redemption of registered construction fund warrants, interest on registered construction fund warrants and payments of principal and interest on outstanding bond issues. Revenues in the General Fund are generated primarily by ad valorem taxes, with a small amount coming from various state and local sources. Bond fund revenues are generated in the same way, plus special assessments and interest thereon. The proposed budget compares total anticipated expenses with total anticipated revenues, other than those to be collected from property taxes, to arrive at a net amount that must be generated from ad valorem taxes.

The proposed budget is reviewed by the board of trustees of a district, in consultation with the district's attorney, accountant and municipal advisor, if applicable. Prior to its adoption, a budget summary is published in a local legal newspaper one time at least five days prior to the budget meeting, with a copy of the meeting notice being given at least one week prior to the meeting. At the meeting, the budget is discussed in open and public session, after which it can be adopted as proposed or as modified at the meeting. If modified, a summary of the modifications must be published one time in a legal newspaper within 20 days of adoption of the budget.

While district budgets must "balance," that balance is often accomplished through the registration of warrants. Under the warrant registration process, a warrant drawn on a district is not paid when presented to the County Treasurer if adequate funds are not then on hand in that particular district fund to pay the warrant. It is then registered with the date of presentment for payment determining the date when interest begins to accrue and determining the priority of payment. Warrants are paid in the order of registration.

WARRANTHOLDERS' RISKS

Adverse Property Development Conditions

The District is a start-up district and, as such, is particularly susceptible to impediments to development. The development and sale of District properties are contingent upon numerous factors. Changes in general economic conditions, including fluctuations in the local real estate market, interest rates on construction loans, the availability of mortgage money, and other similar factors, may adversely affect the development of the District. Other factors influencing decisions to buy property in the District would include the overall tax levels, the convenience to local shopping and employment, accessibility to major highways and interstates, the proximity and reputation of schools and the availability and cost of utility services. Land development is subject to comprehensive federal, state and local regulations. There can be no assurance that future government policies will not adversely affect land development operations within the District. The ultimate consequence of such adverse conditions may be an inability by the District to pay its debts, including the Warrants.

The financial strength, ability and reputation of the Developer is critical, because, although the Developer is not directly obligated on the Warrants, business problems or business failure on the part of the Developer would likely cause delays in the development of the District. The Developer owns a substantial portion of the real property within the District. Because of this concentration of ownership and development responsibilities in the Developer, the District is particularly exposed to the business risks of the Developer. See "APPENDIX E—The Developer" herein.

Bankruptcy of District

Significant delays in the development of a sanitary and improvement district after the incurrence of indebtedness for public improvements while interest on such indebtedness continues to compound can result in a debt burden and a significant tax levy that discourage sale of property and impedes the ability of the district to provide services to current residents. For such reasons, among others, several Nebraska sanitary and improvement districts over the years have filed bankruptcy petitions under Chapter 9 of the United States Bankruptcy Code. Such a filing by the District would result in an automatic stay of certain District payments, including its debt service payments, and enforcement actions against the District or its property. The consequences for the District's warrant holders of a Chapter 9 bankruptcy filing could include material modification of the terms of the Warrants

and related documents and significant delays in the payment, or loss of all or a portion, of the principal of and interest on the Warrants. The Nebraska Supreme Court has held that the payment of a district's bonds would have priority over the payment of such district's construction fund warrants, including those construction fund warrants issued before the bonds.

Bankruptcy of Property Owners

The payment of property owners' taxes and special assessments and the ability of the District or the County to foreclose the lien of a delinquent unpaid tax or special assessment, as discussed herein, may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure or tax certificate sales. Bond Counsel's approving legal opinion regarding the Construction Fund Warrants, will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although personal bankruptcy proceedings would not extinguish the outstanding ad valorem taxes or special assessments, the bankruptcy of a property owner could result in a delay in prosecuting foreclosure proceedings. Such delay in prosecuting foreclosure proceedings would increase the likelihood of a delay or default in payment of the principal of and interest on the Warrants and the possibility of partial or incomplete payments on delinquent installments of taxes or special assessments. The Developer and its affiliates own a significant percentage of the property within the District; the risk of delay in payment of the principal of and interest on the Warrants due to the bankruptcy filing of a single property owner (namely, the Developer) will decrease upon the dispersal of the ownership of the District's undeveloped lots to a larger number of property owners. See "APPENDIX E—District Development" herein.

Challenges to Property Tax System

The levy and collection of ad valorem taxes by taxing jurisdictions in the State has been the object of legislative, judicial and elector action. Ad valorem tax revenues are a source of payment of the Warrants; any diminution in the legal authority to levy and collect such taxes could adversely affect the timely payment of the Warrants.

Absence of Rating

Neither the Warrants nor any other debt obligations of the District is rated by a securities rating agency. The District has not applied, and does not intend to apply, for any such rating. The absence of a rating may adversely affect the marketability of the Warrants.

Lack of Secondary Market

The Underwriter has not agreed to maintain a secondary market for the Warrants, and the District does not anticipate that such a market will exist. Prospective purchasers of the Warrants should be prepared, therefore, to hold their Warrants until retired by the District.

Risks Specific to Construction Fund Warrants

Delinquent Special Assessments. Even in the absence of adverse property development conditions, the District anticipates that, from time to time, the payment of special assessments, with respect to various parcels of property in the District, will be delinquent. A district may collect special assessments at the time of the sale of a developed lot with the sale price inclusive of the amount of the special assessments outstanding. Alternatively, the owner may assume the obligation to repay the special assessments in installments. Installments of special assessments are due and payable annually, but the development and sale of District properties (and related collection of special assessments) may not occur by the time necessary to avoid delinquencies. Amounts available to the District from ad valorem tax revenues and other sources may not be sufficient to make up any special assessment shortfall.

Interest Payable in Warrants. The District expects to annually issue additional construction fund warrants representing the interest due on the Construction Fund Warrants and will seek to sell such construction fund warrants through the Underwriter to obtain funds to pay Construction Fund Warrant interest when due. The Underwriter is not obligated, however, to offer such warrants for sale, and there can be no assurance that any such sale will be possible otherwise. If the District is unable for any reason to sell the interest warrants, the District will issue such warrants directly to Construction Fund Warrantholders in lieu of cash. Interest on all construction fund warrants, including the Construction Fund Warrants, paid in the form of cash or check, is paid by the Paying Agent to the holders thereof in order of their registration with the County Treasurer.

Extension of Warrant Maturity. Construction fund warrants of the District, such as the Construction Fund Warrants offered hereby, must become due no later than five years after their date of issuance. The Act permits the extension of such maturity (without there being a default), upon petition by the District to the County District Court, for a period determined by the County District Court (often three years). The District may file such a petition if for any reason there are insufficient funds to pay the principal of the construction fund warrants of the District at the original maturity.

Warrantholders receive notice of and may appear at the hearing held by the County District Court preliminary to the issuance of the court's order. Because the Construction Fund Warrants will be paid and retired in the order registered, the holders of later registered Construction Fund Warrants are more exposed to delay in or nonpayment of the payment of their principal than are the holders of the Construction Fund Warrants first registered.

Inability to Issue Bonds. The Act authorizes sanitary and improvement districts to issue bonds for retiring construction fund warrants. The District may issue its bonds to retire the Construction Fund Warrants; however, the District may be unable to issue such bonds or, if issued, be insufficient in amount (together with other available moneys) to retire all the Construction Fund Warrants. General market conditions or changes in federal or State laws, including income tax laws, may preclude such an issuance. The District also may not issue such bonds unless and until the District has sufficient taxable value to support (together with special assessments and other available moneys) the payment of debt service on such bonds. There can be no assurance that the District in fact will be able to issue bonds for retiring the Construction Fund Warrants, in which case the timely payment of the Construction Fund Warrants will remain dependent on the collection of special assessments (if applicable) and ad valorem taxes.

Risks Specific to General Fund Warrants

No Legal Opinion. No opinion has been delivered in connection with the issuance and sale of 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.

UNDERWRITING

First National Capital Markets, Inc., as Underwriter, is purchasing the Warrants from the District for resale at a purchase price of 100% of the principal amount plus accrued interest, if any. The Underwriter will receive a fee (payable in additional construction fund warrants) from the District equal to 2.0% of the aggregate principal amount of the Warrants.

The Underwriter shall make a public offering of the Warrants at prices not in excess of the public offering prices set forth in the Addendum. The Underwriter may offer and sell the Warrants to certain dealers at prices other than such public offering prices, and the Underwriter may change such public offering prices from time to time.

Pursuant to its agreement with the District, the Underwriter has agreed to place or purchase all of the District's warrants. Such agreement is subject, among other factors, to the continued availability of unqualified Bond Counsel opinions as to the tax-exempt status of any interest coming due on any construction fund warrants issued by the District.

From time to time, employees of the Underwriter may be offered and may purchase general fund warrants issued by the District. The Underwriter has the right to purchase warrants for its own account, and any profit made or loss suffered on any subsequent resale of such warrants shall be for the account of the Underwriter.

The District is required to pay annual interest upon its outstanding construction fund warrants, and the District expects to issue additional construction fund warrants to pay such interest. The Underwriter has a limited obligation to purchase or place such construction fund warrants to provide cash for interest payments on outstanding construction fund warrants. If cash is not available for payment of interest on the construction fund warrants, such additional construction fund warrants for interest due will be issued directly to the Warrantholder.

MUNICIPAL ADVISOR

The District has retained the firm of Kuehl Capital Corporation, Omaha, Nebraska, to provide municipal advisor services in connection with the offering of the Warrants.

TAX MATTERS

Legal Opinion

The legal opinion of Kutak Rock LLP, Omaha, Nebraska ("Bond Counsel"), approving the validity of the Construction Fund Warrants only will be provided to purchasers at the time of original delivery. No opinion will be delivered with respect to the General Fund Warrants. Bond Counsel has examined a transcript of the District's proceedings and relied thereon without undertaking to verify the same by independent investigation.

Tax Exemption

In the opinion of Bond Counsel, to be delivered at the time of original issuance of the Construction Fund Warrants, under existing laws, regulations, rulings and judicial decisions, interest on the Construction Fund Warrants (including any original issue discount treated as interest) (a) is excludable from gross income for federal income tax purposes and (b) is not a specific item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. Interest on the Construction Fund Warrants, however, must be included in the "adjusted current earnings" of certain corporations (i.e., alternative minimum taxable income as adjusted for certain items, including those items that would be included in the calculation of a corporation's earnings and profits under Subchapter C of the Code) and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of each such corporation's adjusted current earnings (which includes tax exempt interest) over its alternative minimum taxable income (determined without regard to this adjustment and prior to reduction for certain net operating losses).

The accrual or receipt of interest on the Construction Fund Warrants may otherwise affect the federal income tax liability of certain recipients, such as banks, thrift institutions, property and casualty insurance companies, corporations (including S corporations and foreign corporations operating branches in the United States), Social Security or Railroad Retirement benefit recipients, taxpayers otherwise entitled to claim the earned income credit or taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. The nature and extent of these other tax consequences will depend upon the recipients' particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences, and investors should consult their own tax advisors regarding the tax consequences of purchasing or holding the Construction Fund Warrants.

In Bond Counsel's further opinion, under the existing laws of the State of Nebraska, the interest on the Construction Fund Warrants is exempt from Nebraska state income taxation so long as it is exempt for purposes of the federal income tax.

Bond Counsel expresses no opinion with respect to the validity of the General Fund Warrants or the treatment of interest on the General Fund Warrants.

The opinions set forth above are subject to continuing compliance by the District with its covenants regarding federal tax laws in the respective resolutions. Failure to comply with such covenants could cause interest on the Construction Fund Warrants to be included in gross income retroactive to the date of issue of the Construction Fund Warrants.

The District has designated the Construction Fund Warrants as its “qualified tax exempt obligations” under Section 265(b)(3)(B)(i)(III) of the Code and has covenanted and warranted that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$10,000,000 during the current calendar year. Financial institutions considering investing in the Construction Fund Warrants should consult their tax advisors regarding the tax consequences of investing in the Construction Fund Warrants.

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Warrants. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds or warrants issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Warrants. Purchasers of the Warrants should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Construction Fund Warrants, and Bond Counsel has expressed no opinion as of any date subsequent hereto or with respect to any pending legislation, regulatory initiatives or litigation.

The rights of the holders of the Warrants and the priorities and enforceability thereof may be subject to valid bankruptcy, insolvency, reorganization, moratorium, extension, compromise and other similar laws for the relief of debtors.

NO LITIGATION

No litigation is pending or, to the knowledge of the District, threatened in any court to restrain or enjoin the issuance or delivery of any of the Warrants or in any way contesting or affecting the validity of the Warrants or the District’s resolutions approving the Warrants or contesting the powers or authority of the District to issue the Warrants or to adopt such resolutions.

ONGOING DISCLOSURE

Subject to the provisions of a Dissemination Agent Agreement, by and between the District and Bankers Trust Company, as dissemination agent, the District has undertaken (the “Undertaking”) on behalf of the Warranholders to provide to the Municipal Securities Rulemaking Board (“MSRB”), in an electronic format accompanied by identifying information as prescribed by the MSRB, (a) financial information about the District that the District customarily prepares and makes publically available and (b) notices of the listed events specified by the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”). See “APPENDIX D—Continuing Disclosure Undertaking.”

A failure by the District to comply with the Undertaking will not constitute an event of default with respect to the Warrants, although any holder will have any available remedy at law or in equity, including seeking specific performance by court order, to cause the District to comply with its obligations under the Undertaking.

Pursuant to the Act, the District must annually file its independently audited financial statements with the Nebraska State Auditor of Public Accounts, where they are available as public records for inspection during normal business hours. See “FINANCIAL STATEMENTS.”

FINANCIAL STATEMENTS

The Developer organized the District in April of 2015 and as such, the District does not have any audited financial statements. The State Auditor often waives the formal audit requirements with respect to the early years of a district, and the District expects the State Auditor to do so in its case. Once prepared, the audited financial statements for the District will be available, once filed, for inspection at the offices of the attorney for the District in Omaha, Nebraska and at the offices of the State Auditor of Public Accounts in Lincoln, Nebraska. The District has retained Masimore, Magnuson & Associates, P.C., as its accountant.

MISCELLANEOUS

The Chair of the Board executed and delivered this Offering Circular on behalf of the District. At the date of this Offering Circular and at the date of delivery of the Warrants, (a) the information and statements, including financial statements, of or pertaining to the District, contained in this Offering Circular were and are correct in all material respects; and (b) insofar as the District and its affairs, including its financial affairs, are concerned, this Offering Circular did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District further confirms that insofar as the descriptions and statements, including financial data, contained in this Offering Circular of or pertaining to nongovernmental bodies or governmental bodies other than the District are concerned, such descriptions, statements and data have been obtained from sources believed by the District to be reliable, and that the District has no reason to believe that they are untrue or incomplete in any material respect.

The appendices and the Addendum attached hereto are an integral part of this Offering Circular and must be read in conjunction with the foregoing material.

So far as any statements made in this Offering Circular involve matters of opinion, forecasts or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact.

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AUTHORIZATION OF OFFERING CIRCULAR

The District has duly authorized this Offering Circular and its distribution and use by the Underwriter.

SANITARY AND IMPROVEMENT
DISTRICT NO. 298 OF SARPY COUNTY,
NEBRASKA

By */s/ [Signature]* _____
Chair, Board of Trustees

APPENDIX A
LOCATION MAP OF THE DISTRICT

July 30, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 298
of Sarpy County, Nebraska
c/o Mr. Robert Peterson, Attorney
Laughlin, Peterson & Lang
11718 Nicholas St.
Omaha, NE 68154

RE: Spring Ridge Paving and Storm Sewer – Section 1
TD2 File No. 1813-102.22

Board Members:

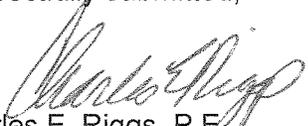
Bids were received at our office on July 29, 2015, for the construction of the Spring Ridge Paving and Storm Sewer – Section 1 project.

MBC Construction Co., Inc. of Omaha, Nebraska, was the low bidder in the amount of \$860,144.23. The bidder qualified the proposal by adding the following: “no clearing or grubbing on 25th Street”, “no winter protection included”, and “start date to be negotiated”.

MBC Construction Co., Inc. is a qualified contractor and, if the bid qualifications are acceptable, we recommend that the contract be awarded to it contingent upon submittal of the required bonds and certifications.

A tabulation of all bids received is enclosed.

Respectfully submitted,



Charles E. Riggs, P.E.
THOMPSON, DREESSEN & DORNER, INC.

CER/tjp

Enclosure

SUBMITTED PROPOSALS & COSTS				Bidder:		Bidder:		Bidder:	
Date of Bid: 7/29/2015, 4:00 PM Client: S.&I.D. No. 298, Sarpy County, NE Spring Ridge Project: Spring Ridge Paving and Storm Sewer Section 1 Eng Estimate: \$1,038,850.00 Bid Bond: \$51,950.00 TD2 File No.: 1813-102		Thompson, Dreesen & Dornier, Inc.		MBC Construction Co., Inc. 3108 S 67 Omaha NE 68106		L.G. Roloff Construction Co., Inc. 10204 S 152 Omaha NE 68138		MFT Construction, Inc. 1426 9th Avenue Council Bluffs IA 51501	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$46,417.07	\$46,417.07	\$10,000.00	\$10,000.00	\$24,900.00	\$24,900.00
2	Clearing and Grubbing	1	LS	\$55,377.70	\$55,377.70	\$44,000.00	\$44,000.00	\$17,450.00	\$17,450.00
3	Traffic Control	1	LS	\$5,989.00	\$5,989.00	\$1,200.00	\$1,200.00	\$4,400.00	\$4,400.00
4	Common Earthwork	5,800	CY	\$1.00	\$5,800.00	\$3.00	\$17,400.00	\$3.90	\$22,620.00
5	Topsoil, Tilled In Place	150	CY	\$5.33	\$799.50	\$44.00	\$6,600.00	\$29.00	\$4,350.00
6	Sawcut and Remove P.C.C. Pavement	840	SF	\$5.33	\$4,477.20	\$3.00	\$2,520.00	\$13.75	\$11,550.00
7	Remove, Salvage, and Reinstall 30" C.M.P., In Place	55	LF	\$58.58	\$3,221.90	\$69.98	\$3,848.90	\$110.00	\$6,050.00
8	15" I.D. R.C.P., Class III, With Bedding, In Place	85	LF	\$38.57	\$3,278.45	\$41.06	\$3,490.10	\$49.00	\$4,165.00
9	18" I.D. R.C.P., Class III, With Bedding, In Place	190	LF	\$42.47	\$8,069.30	\$43.91	\$8,342.90	\$59.00	\$11,210.00
10	24" I.D. R.C.P., Class III, With Bedding, In Place	450	LF	\$57.63	\$25,933.50	\$58.24	\$26,208.00	\$66.00	\$29,700.00
11	30" I.D. R.C.P., Class III, With Bedding, In Place	63	LF	\$83.07	\$5,233.41	\$85.51	\$5,387.13	\$85.00	\$5,355.00
12	36" I.D. R.C.P., D0.01 1350, With Bedding, In Place	1,350	LF	\$87.57	\$118,219.50	\$95.96	\$129,546.00	\$94.00	\$126,900.00
13	42" I.D. R.C.P., D0.01 1350, With Bedding, In Place	300	LF	\$119.28	\$35,784.00	\$135.22	\$40,566.00	\$130.00	\$39,000.00
14	42" I.D. C.M.P., 12 Gauge, With Bedding, In Place	70	LF	\$69.23	\$4,846.10	\$112.00	\$7,840.00	\$90.00	\$6,300.00
15	7' x 7' Detention Basin Outlet Structure, In Place	1	EA	\$6,527.02	\$6,527.02	\$9,800.00	\$9,800.00	\$16,800.00	\$16,800.00
16	24" Concrete Collar, In Place	1	EA	\$692.26	\$692.26	\$325.00	\$325.00	\$1,300.00	\$1,300.00
17	Type I Curb Inlet, In Place	7	EA	\$1,500.00	\$10,500.00	\$2,738.63	\$19,170.41	\$3,250.00	\$22,750.00
18	Type III Curb Inlet, In Place	9	EA	\$1,500.00	\$13,500.00	\$2,829.77	\$25,467.93	\$3,250.00	\$29,250.00
19	60" I.D. Storm Sewer Manhole, In Place	50	VF	\$425.21	\$21,260.50	\$537.56	\$26,878.00	\$610.00	\$30,500.00
20	72" I.D. Storm Sewer Manhole, In Place	7	VF	\$743.91	\$5,207.37	\$764.75	\$5,353.25	\$901.00	\$6,307.00
21	84" I.D. Storm Sewer Manhole, In Place	7	VF	\$1,056.49	\$7,395.43	\$1,026.61	\$7,186.27	\$1,360.00	\$9,520.00
22	Standard Ring and Cover, In Place	8	EA	\$410.03	\$3,280.24	\$412.85	\$3,302.80	\$419.00	\$3,352.00
23	36" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA	\$1,970.28	\$1,970.28	\$2,209.71	\$2,209.71	\$2,300.00	\$2,300.00
24	42" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA	\$2,023.53	\$2,023.53	\$2,433.23	\$2,433.23	\$2,590.00	\$2,590.00
25	42" Pile Bent Structure, In Place	1	EA	\$7,242.10	\$7,242.10	\$9,760.00	\$9,760.00	\$11,960.00	\$11,960.00
26	Aluminum Structural Plate Pipe Arch, 9'-7" Span X 6'-6" Rise, With Bedding, In Place	80	LF	\$911.76	\$72,940.80	\$1,073.00	\$85,840.00	\$93,000.00	\$7,440,000.00
27	Crushed Rock, Unstable Trench, If Necessary	100	TON	\$26.63	\$2,663.00	\$26.00	\$2,600.00	\$24.00	\$2,400.00
28	Geotextile Fabric, Unstable Trench, If Necessary	100	SY	\$2.13	\$213.00	\$3.75	\$375.00	\$3.00	\$300.00
29	Adjust Sanitary Manhole to Grade, In Place	17	EA	\$215.99	\$3,671.83	\$245.00	\$4,165.00	\$490.00	\$8,330.00

SUBMITTED PROPOSALS & COSTS		 Thompson, Dreesen & Dörner, Inc.		Bidder: MBC Construction Co., Inc. 3108 S 67 Omaha NE 68106		Bidder: L.G. Roloff Construction Co., Inc. 10204 S 152 Omaha NE 68138		Bidder: MFT Construction, Inc. 1426 9th Avenue Council Bluffs IA 51501	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Date of Bid: 7/29/2015, 4:00 PM Client: S.&I.D. No. 298, Sarpy County, NE Spring Ridge Project: Spring Ridge Paving and Storm Sewer Section 1 Eng Estimate: \$1,038,850.00 Bid Bond: \$51,950.00 TD2 File No.: 1813-102								
30	7" Uniform P.C.C. Pavement W/ Type "A" Integral Curb, In Place	11,480	SY	\$30.00	\$344,400.00	\$32.50	\$373,100.00	\$34.60	\$397,208.00
31	Drill and Grout #5 x 30" Epoxy Coated Tie Bar, In Place	70	EA	\$6.39	\$447.30	\$7.25	\$507.50	\$9.00	\$630.00
32	End of Pavement Traffic Barricade, In Place	3	EA	\$532.51	\$1,597.53	\$405.00	\$1,215.00	\$2,620.00	\$7,860.00
33	4" Wide (White) Striping, In Place	50	LF	\$5.33	\$266.50	\$9.10	\$455.00	\$8.00	\$400.00
34	Prefomed Pavement Marking Tape Symbol, In Place	1	EA	\$426.01	\$426.01	\$700.00	\$700.00	\$1,100.00	\$1,100.00
35	Flex-a-Mat Erosion Control Mat, In Place	1,510	SF	\$6.62	\$9,996.20	\$8.14	\$12,291.40	\$9.50	\$14,345.00
36	Type "C" Rock Riprap, In Place	215	TON	\$41.54	\$8,931.10	\$51.00	\$10,965.00	\$59.00	\$12,685.00
37	Erosion Control Matting Tensar S-150 (Or Approved Equal), In Place	5,800	SY	\$1.12	\$6,496.00	\$1.18	\$6,844.00	\$1.80	\$10,440.00
38	United Seeds Floodplain Seed Mix, In Place	2,800	SY	\$0.21	\$588.00	\$0.23	\$644.00	\$0.40	\$1,120.00
39	United Seeds FACW Seed Mix, In Place	900	SY	\$0.43	\$387.00	\$0.45	\$405.00	\$0.79	\$711.00
40	NDOR Permanent Type "B" Seed Mix, In Place	2,100	SY	\$0.21	\$441.00	\$0.23	\$483.00	\$0.45	\$945.00
41	Straw Wattle, In Place	150	LF	\$3.04	\$456.00	\$3.21	\$481.50	\$3.25	\$487.50
42	Clean and Flush Sanitary Sewer After Paving	3,310	LF	\$0.96	\$3,177.60	\$1.00	\$3,310.00	\$2.90	\$9,599.00
	TOTAL BID:				\$860,144.23		\$923,217.03		\$8,359,139.50

* corrected in accordance with Information for Bidders
Proposal Qualifications:

no clearing or grubbing on 25 St
no winter protection included
start date to be negotiated

August 5, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 298
of Sarpy County, Nebraska
c/o Mr. Robert Peterson, Attorney
Laughlin, Peterson & Lang
11718 Nicholas Street
Omaha, NE 68154

RE: Spring Ridge Paving and Storm Sewer – Section 1
TD2 File No. 1813-102.25

Board Members:

Enclosed please find 4 copies of the Contract, Bonds and Insurance Certificate for the Spring Ridge Paving and Storm Sewer – Section 1 project for your review and execution.

Please return 3 copies to this office.

Respectfully submitted,



Charles E. Riggs, P.E.
THOMPSON, DREESSEN & DORNER, INC.

CER/tat

Enclosure

RECEIVED
AUG - 7 2015

CONTRACT

THIS AGREEMENT made and entered into in quadruplicate, this 6th day of October, 2015, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 298 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as "Owner" and MBC CONSTRUCTION CO., INC., hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on July 29, 2015, submit to the Owner the lowest proposal for all items on the plans and specifications prepared for the Owner by Thompson, Dreesen & Dorner, Inc., Engineers, entitled "Plans and Specifications for Spring Ridge Paving and Storm Sewer – Section 1" and for all work incidental or necessary thereto.

This contract, including the Notice inviting contractors to bid, the instructions to bidders, the proposal form, all applicable laws governing the Owner's authority to contract, and the general detailed plans and specifications, contains the entire agreement between the Owner and Contractor, and there are no other written or oral promises, agreements, or warrants which may affect it, except as previously noted herein. This Contract cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

Owner: Sanitary and Improvement District No. 298 of Sarpy County, Nebraska c/o Mr. Robert Peterson, Attorney Laughlin, Peterson & Lang 11718 Nicholas St. Omaha, NE 68154	Contractor: MBC Construction Co., Inc. 3108 S. 67 th Ave. Omaha, NE 68106
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, labor, equipment, materials and permits required to construct said Spring Ridge Paving and Storm Sewer – Section 1 in accordance with the aforesaid plans and specifications for the following unit prices:

Item Description	Approx. Quantities	Unit Price	Amount
1 Mobilization	1 L.S.	\$ 46,417.07 / L.S.	\$ 46,417.07
2 Clearing and Grubbing	1 L.S.	\$ 55,377.70 / L.S.	\$ 55,377.70
3 Traffic Control	1 L.S.	\$ 5,989.00 / L.S.	\$ 5,989.00
4 Common Earthwork	5,800 C.Y.	\$ 1.00 / C.Y.	\$ 5,800.00
5 Topsoil, Tilled In Place	150 C.Y.	\$ 5.33 / C.Y.	\$ 799.50
6 Sawcut and Remove P.C.C. Pavement	840 S.F.	\$ 5.33 / S.F.	\$ 4,477.20
7 Remove, Salvage, and Reinstall 30" C.M.P., In Place	55 L.F.	\$ 58.58 / L.F.	\$ 3,221.90
8 15" I.D. R.C.P., Class III, With Bedding, In Place	85 L.F.	\$ 38.57 / L.F.	\$ 3,278.45
9 18" I.D. R.C.P., Class III, With Bedding, In Place	190 L.F.	\$ 42.47 / L.F.	\$ 8,069.30
10 24" I.D. R.C.P., Class III, With Bedding, In Place	450 L.F.	\$ 57.63 / L.F.	\$ 25,933.50
11 30" I.D. R.C.P., Class III, With Bedding, In Place	63 L.F.	\$ 83.07 / L.F.	\$ 5,233.41
12 36" I.D. R.C.P., D0.01 1350, With Bedding, In Place	1,350 L.F.	\$ 87.57 / L.F.	\$ 118,219.50

13	42" I.D. R.C.P., D0.01 1350, With Bedding, In Place	300	L.F.	\$	119.28	/	L.F.	\$	35,784.00
14	42" I.D. C.M.P., 12 Gauge, With Bedding, In Place	70	L.F.	\$	69.23	/	L.F.	\$	4,846.10
15	7' x 7' Detention Basin Outlet Structure, In Place	1	EA.	\$	6,527.02	/	EA.	\$	6,527.02
16	24" Concrete Collar, In Place	1	EA.	\$	692.26	/	EA.	\$	692.26
17	Type I Curb Inlet, In Place	7	EA.	\$	1,500.00	/	EA.	\$	10,500.00
18	Type III Curb Inlet, In Place	9	EA.	\$	1,500.00	/	EA.	\$	13,500.00
19	60" I.D. Storm Sewer Manhole, In Place	50	V.F.	\$	425.21	/	V.F.	\$	21,260.50
20	72" I.D. Storm Sewer Manhole, In Place	7	V.F.	\$	743.91	/	V.F.	\$	5,207.37
21	84" I.D. Storm Sewer Manhole, In Place	7	V.F.	\$	1,056.49	/	V.F.	\$	7,395.43
22	Standard Ring and Cover, In Place	8	EA.	\$	410.03	/	EA.	\$	3,280.24
23	36" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA.	\$	1,970.28	/	EA.	\$	1,970.28
24	42" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA.	\$	2,023.53	/	EA.	\$	2,023.53
25	42" Pile Bent Structure, In Place	1	EA.	\$	7,242.10	/	EA.	\$	7,242.10
26	Aluminum Structural Plate Pipe Arch, 9'-7" Span X 6'-6" Rise, With Bedding, In Place	80	L.F.	\$	911.76	/	L.F.	\$	72,940.80
27	Crushed Rock, Unstable Trench, If Necessary	100	TON	\$	26.63	/	TON	\$	2,663.00
28	Geotextile Fabric, Unstable Trench, If Necessary	100	S.Y.	\$	2.13	/	S.Y.	\$	213.00
29	Adjust Sanitary Manhole to Grade, In Place	17	EA.	\$	215.99	/	EA.	\$	3,671.83
30	7" Uniform P.C.C. Pavement W/ Type "A" Integral Curb, In Place	11,480	S.Y.	\$	30.00	/	S.Y.	\$	344,400.00
31	Drill and Grout #5 x 30" Epoxy Coated Tie Bar, In Place	70	EA.	\$	6.39	/	EA.	\$	447.30
32	End of Pavement Traffic Barricade, In Place	3	EA.	\$	532.51	/	EA.	\$	1,597.53
33	4" Wide (White) Striping, In Place	50	L.F.	\$	5.33	/	L.F.	\$	266.50
34	Preformed Pavement Marking Tape Symbol, In Place	1	EA.	\$	426.01	/	EA.	\$	426.01
35	Flex-a-Mat Erosion Control Mat, In Place	1,510	S.F.	\$	6.62	/	S.F.	\$	9,996.20
36	Type "C" Rock Riprap, In Place	215	TON	\$	41.54	/	TON	\$	8,931.10
37	Erosion Control Matting Tensar S-150 (Or Approved Equal), In Place	5,800	S.Y.	\$	1.12	/	S.Y.	\$	6,496.00
38	United Seeds Floodplain Seed Mix, In Place	2,800	S.Y.	\$	0.21	/	S.Y.	\$	588.00
39	United Seeds FACW Seed Mix, In Place	900	S.Y.	\$	0.43	/	S.Y.	\$	387.00
40	NDOR Permanent Type "B" Seed Mix, In Place	2,100	S.Y.	\$	0.21	/	S.Y.	\$	441.00
41	Straw Wattle, In Place	150	L.F.	\$	3.04	/	L.F.	\$	456.00
42	Clean and Flush Sanitary Sewer After Paving	3,310	L.F.	\$	0.96	/	L.F.	\$	3,177.60
TOTAL CONTRACT AMOUNT								\$	860,144.23

Contractor shall also furnish all bonds required and pay all permit fees, and any other charges levied or required by any governmental authority exercising control over this project.

Once each month, the Owner will pay the Contractor 90% of the value of the work completed as of the end of the preceding month, as certified by the Owner's Engineer. The balance will be paid by the Owner upon completion of the work and approval of the Owner's Engineer and acceptance by the Owner.

Contractor must furnish a 100% Contract Performance Bond and a 100% Labor and Material Payment Bond (including two (2) year Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

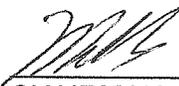
Contract is let subject to the following conditions:

Contractor agrees to commence work within ten (10) days after receiving written notification from the Engineer to proceed, and to complete all work within sixty (60) working days thereafter, the Engineer being the judge in the determination of a working day. As time is of the essence, for each calendar day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of \$ 500.00 per day, not as a penalty, but as predetermined and agreed liquidated damages.

EXECUTED the day and year first above written.

SANITARY & IMPROVEMENT DISTRICT
NO. 298 OF SARPY COUNTY, NEBRASKA

MBC CONSTRUCTION CO., INC.



CHAIRMAN



BY Pres.
TITLE



CLERK



ATTEST

KNOW ALL MEN BY THESE PRESENTS: that
M.B.C. Construction Co., Inc.

3108 S. 67th Avenue, Omaha, NE 68106
(Name of Contractor)

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and Universal Surety Company
(Name of Surety)

P.O. Box 80468, Lincoln, NE 68501
(Address of Surety)

Sanitary and Improvement District No. 298
hereinafter called Surety, are held and firmly bound unto of Sarpy County, NE
hereinafter called Owner, in the penal sum of * Dollars, \$(860,144.23), in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the Owner, dated the ___ day of _____, 20___, a copy of which is hereto attached
and made a part hereof for the construction of Spring Ridge Paving & Storm Sewer-Section I NOW,
THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term thereof, and
any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and
during the Two (2) Year guaranty period, and if he shall satisfy all claims and demands incurred
under such Contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner
all outlay and expense which the Owner may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect. PROVIDED FURTHER, that the said
Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or to work to be performed thereunder or the specifications
accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract or to
the work or to the specifications. PROVIDED FURTHER, that no final settlement between the
Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be
unsatisfied. IN WITNESS WHEREOF, this instrument is executed in Four (4) counterparts, each
one of which shall be deemed an original, this the 4th day of August, 20 15.

* Eight Hundred Sixty Thousand One Hundred Forty-four and 23/100-----

M.B.C. Construction Co., Inc.
Principal

ATTEST:

(Principal) Secretary
(SEAL)

BY: [Signature] (S)
3108 S. 67th Avenue
ADDRESS: Omaha, NE 68106

(WITNESS TO PRINCIPAL)
3108 S 67 Omaha ne 68106
ADDRESS

ATTEST:

Universal Surety Company
BY: [Signature]
Attorney-in-Fact / Jacqueline L. Drey

(Surety) Secretary
(SEAL)
(WITNESS AS TO SURETY)

ADDRESS: 14010 FNB Pkwy, Suite 300, Omaha, NE 68154

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners
should execute bond.

KNOW ALL MEN BY THESE PRESENTS: that
M.B.C. Construction Co., Inc.

3108 S. 67th Avenue, Omaha, NE 68106 (Name of Contractor)

(Address of Contractor)
a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and
Universal Surety Company
P.O. Box 80468, Lincoln, NE 68501

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto Sanitary and Improvement District No. 298 of Sarpy County, NE, hereinafter called Owner, in the penal sum of * Dollars, \$(860,144.23) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of ___, 20___, a copy of which is hereto attached and made a part hereof for the construction of Spring Ridge Paving and Storm Sewer - Section I

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in (4) counterparts, each one of which shall be deemed an original this the 4th day of August, 2015.

* Eight Hundred Sixty Thousand One Hundred Forty-four and 23/100

ATTEST:

M.B.C. Construction Co., Inc.

(Principal) Secretary

PRINCIPAL

(SEAL)

BY: [Signature]

[Signature]
Witness as to Principal

ADDRESS: 3108 S. 67th Avenue, Omaha, NE 68106

Address 3108 S. 67 Omaha Ne 68106

Universal Surety Company

ATTEST:

SURETY

(Surety) Secretary

BY: [Signature]
Attorney-in-Fact / Jacqueline L. Drey

(SEAL)

[Signature]
Witness as to Surety

ADDRESS: 14010 FNB Pkwy, Suite 300, Omaha, NE 68154

Address Omaha, NE

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey
or Ronald R. Allison or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 29th day of April, 20 15.

Secretary/Treasurer

State of Nebraska

County of

of

ss.
Lancaster

By

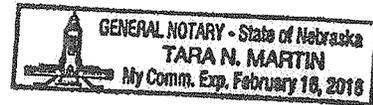
UNIVERSAL SURETY COMPANY

President



On this 29th day of April, 20 15, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Notary Public



My Commission Expires February 16, 2018.

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 4th day of August, 20 15.

Assistant Secretary



KNOW ALL MEN BY THESE PRESENTS: that
M.B.C. Construction Co., Inc.

(Name of Contractor)
3108 S. 67th Avenue, Omaha, NE 68106

(Address of Contractor)

a _____ Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)
and Universal Surety Company

(Name of Surety)
P.O. Box 80468, Lincoln, NE 68501

(Address of Surety) Sanitary and Improvement District No. 298
of Sarpy County, NE

hereinafter called Surety, are held and firmly bound unto _____
hereinafter called Owner, in the penal sum of * _____ Dollars, \$(860,144.23), in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the Owner, dated the ___ day of _____, 20___, a copy of which is hereto attached
and made a part hereof for the construction of Spring Ridge Paving & Storm Sewer-Section I NOW,
THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term thereof, and
any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and
during the Two (2) Year guaranty period, and if he shall satisfy all claims and demands incurred
under such Contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner
all outlay and expense which the Owner may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect. PROVIDED FURTHER, that the said
Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or to work to be performed thereunder or the specifications
accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract or to
the work or to the specifications. PROVIDED FURTHER, that no final settlement between the
Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be
unsatisfied. IN WITNESS WHEREOF, this instrument is executed in Four (4) counterparts, each
one of which shall be deemed an original, this the 4th day of August, 2015.

* Eight Hundred Sixty Thousand One Hundred Forty-four and 23/100

M.B.C. Construction Co., Inc.
Principal

ATTEST:

(Principal) Secretary
(SEAL)

BY: [Signature] (S)
3108 S. 67th Avenue

ADDRESS: Omaha, NE 68106

[Signature]
(WITNESS TO PRINCIPAL)
3108 S. 67 Omaha ne 68106
ADDRESS

Universal Surety Company

ATTEST:

(Surety) Secretary
(SEAL)

BY: [Signature]
Attorney-in-Fact / Jacqueline L. Drey

ADDRESS: 14010 FNB Pkwy, Suite 300, Omaha, NE 68154

[Signature]
(WITNESS AS TO SURETY)

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners
should execute bond.

KNOW ALL MEN BY THESE PRESENTS: that
M.B.C. Construction Co., Inc.

3108 S. 67th Avenue, Omaha, NE 68106 (Name of Contractor)

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and
Universal Surety Company

P.O. Box 80468, Lincoln, NE 68501 (Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto Sanitary and Improvement District No. 298 of Sarpy County, NE, hereinafter called Owner, in the penal sum of * Dollars, \$(860,144.23) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of , 20 , a copy of which is hereto attached and made a part hereof for the construction of Spring Ridge Paving and Storm Sewer - Section I

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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* Eight Hundred Sixty Thousand One Hundred Forty-four and 23/100

ATTEST:

M.B.C. Construction Co., Inc.

PRINCIPAL

(Principal) Secretary

(SEAL)

BY: *[Signature]*

ADDRESS: 3108 S. 67th Avenue, Omaha, NE 68106

[Signature]
Witness as to Principal

Address 3108 S. 67 Omaha ne 68106

Universal Surety Company

SURETY

ATTEST:

BY: *[Signature]*
Attorney-in-Fact / Jacqueline L. Dre

ADDRESS: 14010 FNB Pkwy, Suite 300, Omaha, NE 68154

(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

Address Omaha, NE

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey
or Ronald R. Allison or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 29th day of April, 2015.

Secretary/Treasurer

UNIVERSAL SURETY COMPANY

President



State of Nebraska

By

County of

of

ss. Lancaster

On this 29th day of April, 2015, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Notary Public



My Commission Expires February 16, 2018.

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 4th day of August, 2015.

Assistant Secretary



BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska that the District hereby adopts the remedial action policies and procedures set forth in Exhibit A hereto in order to ensure that all “nonqualified bonds” of the District in connection with any and all construction fund warrants issued by the District are remediated according to the requirements of the Internal Revenue Code of 1986 (the “Code”) and the Income Tax Regulations under the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska that the District hereby adopts, approves and confirms the procedures set forth in Exhibit B hereto (the “Post-Issuance Tax Compliance Procedures”), the purpose of which is to establish policies and procedures in connection with the issuance of the District’s tax-exempt obligations so as to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of such obligations which are intended to be tax-exempt are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice

EXHIBIT A

REMEDIAL ACTION RULE WRITTEN PROCEDURES UNDER SECTION 141 OF THE CODE AND SECTION 1.141-12 OF THE REGULATIONS

The purpose of this Exhibit is to set forth certain written procedures that may be required to be taken by Sanitary and Improvement District No. 298 of Sarpy County in the State of Nebraska (the “**District**”) with regard to the issuance by the District of its Construction Fund Warrants (the “**Construction Fund Warrants**”).

The maintenance of the status of the Construction Fund Warrants as tax-exempt obligations of the District for purposes of federal tax law depends upon the District’s compliance with the requirements set forth in the Internal Revenue Code of 1986 and in the proceedings approving the issuance of the Construction Fund Warrants.

Written Procedures Regarding Remedial Action.

If the District takes any Deliberate Action subsequent to the issuance of the Construction Fund Warrants, then the District will consult with nationally recognized Bond Counsel regarding permissible Remedial Actions that may be taken to remediate the effect of any such Deliberate Action upon the federal tax status of the Construction Fund Warrants.

(a) *Conditions to Availability of Remedial Actions.* Unless Bond Counsel shall advise the District otherwise, none of the Remedial Actions described in this Exhibit shall be available to the District to remediate the effect of any Deliberate Action with respect to the Construction Fund Warrants unless the following conditions have been satisfied:

(i) The District, as of the date the Construction Fund Warrants were issued, did not expect to satisfy either the Private Business Tests or the Private Loan Financing Test of Section 141 of the Code and the Regulations thereunder for the entire term of the Construction Fund Warrants;

(ii) The average maturity of the Construction Fund Warrants does not, as of the date the Construction Fund Warrants were issued, exceed 120% of the average economic life of the project financed by the Construction Fund Warrants (the “**Project**”);

(iii) Unless otherwise excepted under the Regulations, the District shall deliver a certificate, instrument or other written records satisfactory to Bond Counsel demonstrating that the terms of the arrangement pursuant to which the Deliberate Action is taken is bona fide and arm’s length, and that the nongovernmental person using the Project as a result of the relevant Deliberate Action will pay fair market value for the use thereof;

(iv) Any disposition must be made at fair market value and any Disposition Proceeds actually or constructively received by the District as a result of the Deliberate Action must be treated as Gross Proceeds of the Construction Fund Warrants and may not be invested in obligations bearing a yield in excess of the Bond Yield subsequent to the date of the Deliberate Action; and

(v) Proceeds of the Construction Fund Warrants affected by the Remedial Action must have been allocated to Expenditures for the Project before the date on which the Deliberate Action occurs.

Remedial Actions may include the following types of actions and are subject generally to the below conditions. Please note that these procedures apply where the relevant obligations are all maturing or callable within ten and one-half years (10.5) of their date of issuance.

(b) *Types of Remedial Action.* Subject to the condition precedent that the District obtain an opinion of Bond Counsel prior to the taking of any of the below actions to the effect that taking any of the below actions will not result in interest on the Construction Fund Warrants becoming included in gross income for federal income tax purposes, the following types of Remedial Actions may be available to remediate a Deliberate Action subsequent to the issuance of the Construction Fund Warrants:

(i) Redemption or Defeasance of Construction Fund Warrants.

(A) If the Deliberate Action taken by the District causing either the Private Business Use Test or the Private Loan Financing Test to be satisfied consists of a fair market value disposition of any portion of the Project exclusively for cash, then the District may allocate the Disposition Proceeds to the redemption of Nonqualified Bonds pro rata across all of the then-outstanding maturities of the Construction Fund Warrants at the earliest call date of such maturities of the Construction Fund Warrants after the taking of the Deliberate Action or, if any of the maturities of the Construction Fund Warrants outstanding at the time of the taking of the Deliberate Action are not callable within 90 days of the date of the Deliberate Action, allocate the Disposition Proceeds to the establishment of a Defeasance Escrow for any such maturities of the Construction Fund Warrants within 90 days of the taking of such Deliberate Action.

(B) If the Deliberate Action taken by the District consists of a fair market value disposition of any portion of the Project for other than exclusively cash, then the District may use any funds (other than Proceeds of the Construction Fund Warrants or proceeds of any obligation the interest on which is excludable from the gross income of the holders thereof for purposes of federal income taxation) for the redemption of all Nonqualified Bonds within 90 days of the date that the District takes such Deliberate Action or, in the event that insufficient maturities of the Construction Fund Warrants are callable by the date which is within 90 days after the date of the Deliberate Action, then the District may use such funds for the establishment of a Defeasance Escrow within 90 days of the date of the Deliberate Action for all of the maturities of the Nonqualified Bonds not callable within 90 days of the date of the Deliberate Action.

(C) If the District creates a Defeasance Escrow for any maturities of Nonqualified Bonds which are not callable within 90 days of the date of the Deliberate Action, the District shall provide written notice to the Commissioner of Internal Revenue Service at the times and places as may be specified by applicable regulations, rulings or other guidance issued by the Department of the Treasury or the Internal Revenue Service.

(ii) Alternative Use of Disposition Proceeds. Use by the District of any Disposition Proceeds in accordance with the following requirements may be treated as a Remedial Action with respect to the Construction Fund Warrants if taken in conjunction with the opinion of Bond Counsel:

(A) the Deliberate Action consists of a disposition of all or any portion of the Project for not less than the fair market value thereof for cash;

(B) the District reasonably expects to expend the Disposition Proceeds resulting from the Deliberate Action within two years of the date of the Deliberate Action;

(C) the Disposition Proceeds are treated by the District as Proceeds of the Construction Fund Warrants for purposes of Section 141 of the Code and the Regulations thereunder, and the use of the Disposition Proceeds in the manner in which such Disposition Proceeds are in fact so used by the District would not cause the Disposition Proceeds to satisfy the Private Activity Bond Tests;

(D) the District does not take action after the date of the Deliberate Action to cause the Private Activity Bond Tests to be satisfied with respect to the Construction Fund Warrants, the Project or the Disposition Proceeds (other than any such use that may be permitted in accordance with the Regulations);

(E) Disposition Proceeds used in a manner that satisfies the Private Activity Bond Tests or which are not expended within two years of the date of the Deliberate Action must be used to redeem or defease Nonqualified Bonds in accordance with the requirements set forth in Section (b)(i) hereof; and

(F) In the event that Disposition Proceeds are to be used by any organization described in Section 501(c)(3) of the Code, the District will consult with Bond Counsel as to any additional requirements which may be applicable.

(iii) Alternative Use of Project Financed or Refinanced by the Construction Fund Warrants. If the District has obtained the opinion of Bond Counsel and, subsequent to the District taking any Deliberate Action with respect to all or any portion of the Project:

(A) the portion of the Project subject to the Deliberate Action is used for a purpose that would be permitted for qualified tax-exempt bonds;

(B) the disposition of the portion of the Project subject to the Deliberate Action is not financed by a person acquiring the Project with proceeds of any obligation the interest on which is exempt from the gross income of the holders thereof under Section 103 of the Code for purposes of federal income taxation; and

(C) any Disposition Proceeds other than those arising from an agreement to provide services (including Disposition Proceeds arising from an installment sale) resulting from the Deliberate Action are used to pay the debt service on the Construction Fund Warrants on the next available payment date or, within 90 days of receipt thereof, are deposited into an escrow that is restricted as to the investment thereof to the Bond Yield to pay debt service on the Construction Fund Warrants on the next available payment date;

then the District may be considered to have taken sufficient Remedial Actions under Section 1.141-12 of the Regulations to cause the Construction Fund Warrants to continue to be treated as a qualified tax-exempt bond.

(c) Absent an opinion of Bond Counsel, no Remedial Actions shall be available to remediate the satisfaction of the "private security or payment test" of Section 141(b) of the Code and the Regulations thereunder regarding the same with respect to the Construction Fund Warrants.

(d) Nothing herein shall prohibit the District from taking any Remedial Actions not described herein that may become available subsequent to the date of issue of the Construction Fund Warrants to remediate the effect of a Deliberate Action taken with respect to the Construction Fund Warrants, the proceeds thereof, or the Project.

Additional Defined Terms

For purposes of this Exhibit, the following terms shall have the following meanings:

“*Commissioner*” means the Commissioner of Internal Revenue, including any successor person or body.

“*Defeasance Escrow*” means an irrevocable escrow established to redeem obligations on their earliest call date in an amount that, together with investment earnings thereon, is sufficient to pay all the principal of, and interest and call premium on, obligations from the date the escrow is established to the earliest call date. A Defeasance Escrow may not be invested in higher yielding investments or in any investment under which the obligor is a user of the Proceeds of the obligations.

“*Deliberate Action*” means any action, occurrence or omission by the District that is within the control of the District which causes either (1) the private business use test of Section 141(b) of the Code to be satisfied with respect to the Construction Fund Warrants, the Project (without regard to the private security or payment test of Section 141(b) of the Code), or (2) the private loan financing test of Section 141(c) of the Code to be satisfied with respect to the Construction Fund Warrants or the proceeds thereof. An action, occurrence or omission is not a Deliberate Action if (1) the action, occurrence or omission would be treated as an involuntary or compulsory conversion under Section 1033 of the Code, or (2) the action, occurrence or omission is in response to a regulatory directive made by the government of the United States.

“*Disposition Proceeds*” means any amounts (including property, such as an agreement to provide services) derived from the sale, exchange or other disposition of property (other than Investments) financed with the proceeds of the Construction Fund Warrants.

“*Nonqualified Bonds*” means that portion of the Construction Fund Warrants outstanding at the time of a Deliberate Action in an amount that, if the outstanding Construction Fund Warrants were issued on the date on which the Deliberate Action occurs, the outstanding Construction Fund Warrants would not satisfy the Private Business Use Test or the Private Loan Financing Test, as applicable. For this purpose, the amount of private business use is the greatest percentage of private business use in any one-year period commencing with the Deliberate Action.

“*Private Activity Bond Tests*” means, collectively, the Private Business Use Test, the private security or payment test of Section 141(b)(2) of the Code and the Regulations thereunder, and the Private Loan Financing Test.

“*Private Business Use Test*” has the meaning set forth in Section 141(b)(1) of the Code.

“*Private Loan Financing Test*” has the meaning set forth in Section 141(c) of the Code.

“*Remedial Action*” means any of the applicable actions described in Section (b) hereof, or such other actions as may be prescribed from time to time by the Department of the Treasury or the Internal Revenue Service, which generally have the effect of rectifying noncompliance by the District with certain provisions of Section 141 of the Code and the Regulations thereunder and are undertaken by the District to maintain the federal tax status of the Construction Fund Warrants as qualified tax-exempt obligation.

EXHIBIT B
POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of any tax-exempt obligations, including bonds and/or warrants of Sanitary and Improvement District No. 570 of Douglas County, Nebraska (the "District"), the District will enter into a tax certificate (the "Tax Certificate") that describes the requirements and provisions of the Internal Revenue Code of 1986 that must be followed in order to maintain the tax exempt status of interest on such obligations. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the related obligations with respect to the use of the gross proceeds of such obligations and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to specific issues of tax-exempt obligation. In order to comply with the covenants and representations set forth in the authorizing documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the related obligations, the investment and expenditure of the proceeds thereof and the assets financed or refinanced with the proceeds of such obligations over the life of the related obligations

Designation of Responsible Person

The Chair of the District shall maintain an inventory of obligations and assets financed which contains the pertinent data to satisfy the District's monitoring responsibilities. Any transfer, sale or other disposition of tax-exempt financed assets must be reviewed and approved by the Chair of the District.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the issuance process to identify requirements and to establish procedures necessary or appropriate so that the tax-exempt obligations will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the obligations. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the obligations.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the tax-exempt obligations to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of tax-exempt financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a "Rebate Analyst") to assist in the calculation of arbitrage rebate payable in respect of the investment of proceeds of tax-exempt obligation, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of such obligations.

Unless otherwise provided by the resolution or other authorizing documents relating to the tax-exempt obligations, unexpended proceeds shall be held in a segregated account by a paying agent, and the District and its advisors shall manage the investment of proceeds. The District shall prepare (or cause the paying agent to prepare) regular, periodic statements regarding the investments and transactions involving proceeds of tax-exempt obligations.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of tax-exempt obligations, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the paying agent or other account holder to deliver periodic statements concerning the investment of proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the tax-exempt obligation, and no later than 60 days after the last maturity of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by tax-exempt obligations, monitoring the investment and expenditure of proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the tax-exempt obligation; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements.”

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the tax-exempt obligations, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of tax-exempt obligations).

Use of Proceeds and Tax-Exempt Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of proceeds of tax-exempt obligations and the use of assets financed or refinanced with such proceeds (*e.g.*, facilities, furnishings or equipment) throughout the term of the tax-exempt obligations to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the tax-exempt obligations, including a final allocation of proceeds as described below under “Record Keeping Requirements;”
- consulting with bond counsel and other legal counsel and advisors in the review of any contracts or arrangements involving use of assets financed or refinanced with tax-exempt proceeds to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of assets financed or refinanced with the proceeds of tax-exempt obligations as described below under “Record Keeping Requirements;”
- conferring at least annually with personnel responsible for assets financed or refinanced assets with

the proceeds of tax-exempt obligations to identify and discuss any existing or planned use of such assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and

- to the extent that the District discovers that any applicable tax restrictions regarding use of tax-exempt obligation proceeds and assets financed or refinanced with such proceeds will or may be violated, consulting promptly with bond counsel and other legal counsel and advisors to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the tax-exempt obligations, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The District shall be responsible for maintaining the following documents for the term of each issue of tax-exempt obligations (including refunding bonds, if any) plus at least three years:

- a copy of the closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of tax-exempt obligations, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by tax-exempt proceeds, including (without limitation) construction contracts, purchase orders, invoices, paying agent requisitions and payment records, draw requests for proceeds and evidence as to the amount and date for each draw down of proceeds, as well as documents relating to costs paid or reimbursed with proceeds and records identifying the assets or portion of assets that are financed or refinanced with proceeds, including a final allocation of proceeds;
- a copy of all contracts and arrangements involving the use of assets financed or refinanced with the proceeds of tax-exempt obligations;
- copies of all paying agent statements and reports, including arbitrage reports, prepared with respect to District tax-exempt obligations; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements or paying agent statements, in connection with any investment agreements, and copies of all bidding documents, if any



**First National
Capital Markets**

Member FINRA & SIPC

First National Capital Markets Inc.
David Cota, Executive Vice President
1601 Dodge Street, Stop 1104
Omaha, NE 68197

July 9, 2015

Melvin Sudbeck

Re: SID 298 Spring Ridge Financing Conditions & Limitations

Dear Melvin:

Sanitary and Improvement District No. 298 of Sarpy County, Nebraska ("SID 298" or "the District"), First National Capital Markets, Inc. ("FNCMI") and Kuehl Capital Corporation have entered into an Agreement to Purchase Obligations related to the issuance of warrants and bonds by the District to finance certain improvements within the District. FNCMI is providing Melvin Sudbeck ("the Developer") with this letter as notification of the following financing conditions and limitations relating to the Agreement to Purchase Obligations:

- Developer will keep taxes current on all lots owned
- To the extent that 1/10 of the principal of the Special Assessments levied is not paid annually through sales starting 1 year from the date of levy, Developer agrees to make a cash contribution to ensure that the annual levies do not become 3 years delinquent
- The Purchaser may discontinue the purchase of warrants if any of the above conditions are not met.

Please sign and return a copy of this letter to FNCMI indicating acceptance of the financing conditions to the address set forth above. We look forward to working with you and the District.

Sincerely,

FIRST NATIONAL CAPITAL MARKETS, INC.

By: David Cota

David Cota, Executive Vice President

ACCEPTANCE OF FINANCING CONDITIONS:

By: Melvin Sudbeck
Name: Melvin Sudbeck
Title: Chairman