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†ALSO ADMITTED IN IOWA

May 20, 2015

County Clerk
SARPY COUNTY, NEBRASKA
1210 Golden Gate Drive, Suite 1118
Papillion, NE 68046

RE: SID No. 306 of Sarpy County, Nebraska

Dear Ms. Houghtaling:

Enclosed please find a copy of the minutes from the meeting held on Wednesday, April 29, 2015 the above-referenced District. The Affidavit of Publication, Acknowledgement of Receipt of Notice, and Clerk Certificate are attachments to the minutes.

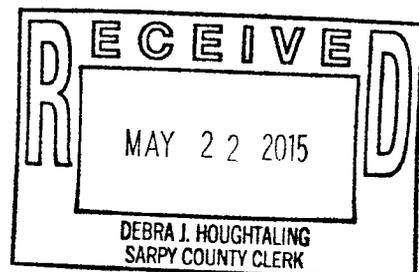
If you have any questions do not hesitate to contact this office. Thank you.

Very truly yours,

Andrea M. Griffin
Andréa M. Griffin

Enclosure

15.022-SID 306, Sarpy County, NE\Meeting 4-29-2015\SarpyCoClerk-It.052015.docx



CERTIFICATE

The undersigned hereby certify that they are they Chairman and the Clerk of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

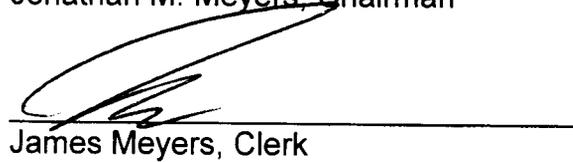
1. Annexed to this Certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings 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 capacity and said transcript is a full 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 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 continuously current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

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

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

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 29th day of April, 2015


Jonathan M. Meyers, Chairman


James Meyers, Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF
SARPY COUNTY, NEBRASKA HELD AT 11:00 A.M. ON APRIL 29, 2015 AT
10064 SOUTH 134th STREET, OMAHA, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska was convened in open and public session at 11:00 a.m. on April 29, 2015 at 10064 South 134th Street, Omaha, Nebraska.

Present at the meeting were Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers. Also present were Jeff Farnham and Andrea Griffin, Attorneys for the District.

Notice of the meeting was given in advance thereof by publication in *The Papillion Times* on April 22, 2015, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

Discussion was then had concerning the necessity of appointing a Chairman and Clerk, whereupon a motion was duly made, seconded and unanimously adopted appointing Jonathan M. Meyers for the Chairman and James Meyers as Clerk. The Clerk was then directed to file bonds for the Chairman and Clerk in the respective amounts of \$5,000.00 and \$20,000.00 with the Sarpy County Clerk.

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

Discussion was then had concerning the necessity of appointing a Chairman and Clerk, whereupon a motion was duly made, seconded and unanimously adopted appointing Jonathan M. Meyers for the Chairman and James Meyers as Clerk. The Clerk was then directed to file bonds for the Chairman and Clerk in the respective amounts of \$5,000.00 and \$20,000.00 with the Sarpy County Clerk.

The Chairman next presented the Contract for Legal and Administrative Services between the District and Farnham & Simpson, PC, LLO, whereupon, a motion was duly made, seconded and upon a roll call vote of "aye" by the Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers, the Chairman and Clerk were authorized and directed to execute said Contract on behalf of the District and the Clerk was directed to attach a copy to these minutes.

The Chairman next presented the Contract for Engineering Services between the District and Thompson, Dreessen & Dorner, Inc., for providing engineering services whereupon, a motion was duly made, seconded and upon a roll call vote of "aye" by Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers, the Chairman and Clerk were authorized and directed to execute said Contract on behalf of the District and the Clerk was directed to attach a copy to these minutes.

The Chairman then stated that Lutz and Company would be the accountant for the District and that they would present an engagement letter to the Board prior to the Budget Hearing for the 2015-2016 fiscal year.

The Chairman next presented the Financing Commitment between the District and D.A. Davidson & Co., whereupon, a motion was duly made, seconded and unanimously adopted authorizing the Chairman and Clerk to execute said commitment on behalf of the District. The Clerk was directed to attach a copy to these minutes.

The Chairman also brought the Board's attention to the fact that D.A. Davidson was hereby authorized to invest bond and general fund monies and upon a roll call vote of "aye" by Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers, the following resolution was unanimously adopted:

RESOLVED that the undersigned Sanitary and Improvement District of Sarpy County, Nebraska does hereby appoint D.A. Davidson & Co., as fiscal agent for the undersigned SID to invest monies on behalf of the SID from both the Bond Fund and the General Fund Accounts until further notification from the Board of Trustees of SID No. 306.

The Chairman next directed that the statement be required pursuant to the provisions of 31-727.01 and 31-727.03 of the Nebraska Revised Statutes, 1943, be prepared and filed with appropriate Sarpy County authorities.

The Chairman then presented the plans and specifications prepared by Thompson, Dreessen & Dorner, Inc. for Sanitary Sewer – Section I, together with an estimate of the total cost of said improvement prepared by said engineers, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$210,000.00.

After discussion, the Resolution contained in Exhibit "A" attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers, was unanimously adopted; the Trustees then passed the following Resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the construction of Sanitary Sewer – Section I shall be held at 10064 South 134th Street, Omaha, Nebraska at 3:00 p.m. on May 27, 2015 at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in *The Papillion Times*, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on May 6, 2015 and May 13, 2015, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three conspicuous places within the boundaries of the District as required by Neb. Rev. Stat. § 31-745 and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk as required by Neb. Rev. Stat. § 31-727.02.

The Chairman next indicated that the District's engineers have the plans, specifications and drawings prepared for Sanitary Sewer – Section I and that they are ready to present the project to contractors for bid, whereupon, a motion was duly made, seconded and upon a roll call vote of “aye” by Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers, the Chairman and Clerk were authorized and directed to advertise for such bids.

The Chairman then presented a Subdivision Agreement to be entered into between the District and Sarpy County for and in consideration of the development criteria outlined therein and payment of any administrative and/or review fees to Sarpy County relating to the Krambeck Park Industrial subdivision.

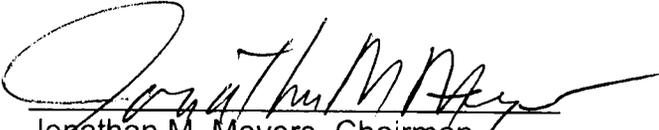
After discussion, the Resolution contained in Exhibit “B” attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of “aye” by the Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers, Bruce Meyers, and Joseph Meyers, was unanimously adopted; the Trustees then passed the following Resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity authorizing the Chairman and the Clerk to execute a Subdivision Agreement with Sarpy County, Nebraska on behalf of the District shall be held at 10064 South 134th Street, Omaha, Nebraska at 3:00 p.m. on May 27, 2015 at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in *The Papillion Times*, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on May 6, 2015 and May 13, 2015, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three conspicuous places within the boundaries

of the District as required by Neb. Rev. Stat. § 31-745 and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk as required by Neb. Rev. Stat. § 31-727.02.

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



Jonathan M. Meyers, Chairman



James Meyers, Clerk

FARNHAM & SIMPSON, PC, LLO
220 N. 89th STREET, SUITE 201
OMAHA, NE 68114

SANITARY AND IMPROVEMENT DISTRICT NO. 306
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE is hereby given that a meeting of the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska will be held at 3:00 p.m. on May 27, 2015 at 10064 South 134th Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 10064 South 134th Street, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District or within dedicated easements acquired by the District, said improvement to be designated as Sanitary Sewer – Section I and shall be constructed as follows:

SANITARY SEWER – SECTION I

Construct 8-inch I.D. Polyvinyl Chloride (PVC) Sanitary Sewer in the following locations:

IN OUTLOT A

Beginning at a point 49 feet west and 8 feet south of the northwesterly-most corner of Outlet A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 191 feet, more or less, to a point 20 feet west and 26 feet south of the northeasterly-most corner of Outlet A, said subdivision; thence, southerly for a distance of 400 feet, more or less, to a point 20 feet west and 30 feet south of the southeasterly most corner of Outlet A, said subdivision.

IN GOLD COAST ROAD

Beginning at a point 20 feet west and 30 feet south of the southeasterly most corner of Outlet A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 349 feet, more or less, to a point 45 feet east and 30 feet north of the northeasterly-most corner of Lot 3, said subdivision.

IN 154th STREET

Beginning at a point 45 feet east and 30 feet north of the northeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 905 feet, more or less, to a point 30 feet east and 3 feet north of the southeasterly-most corner of Lot 3, said subdivision.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska.

Said plans and specifications have been prepared by Thompson, Dreessen & Dorner, Inc., engineers for the District. The following is an estimate of costs associated with the proposed Sanitary Sewer – Section I:

Item	Description	Approximate Quantities	Unit Price	Amount
1	6" PVC SDR 23.5 Sanitary Sewer Pipe W/ Class I Bedding, In Place	430 LF	\$35.00	\$15,050.00
2	8" PVC SDR 35 Sanitary Sewer Pipe W/ Class I Bedding, In Place	1,870 LF	\$38.00	\$71,060.00
3	6" I.D. PVC Slant, In Place	8 EA	\$200.00	\$1,600.00
4	8" x 6" PVC Wye, In Place	5 EA	\$200.00	\$1,000.00
5	54" I.D. Sanitary Sewer Manhole, In Place	100 VF	\$450.00	\$45,000.00
6	Standard Ring and Cover, In Place	7 EA	\$800.00	\$5,600.00
7	Concrete Collar Around Manhole Ring, In Place	2 EA	\$1,000.00	\$2,000.00
8	Tap Existing Sanitary Sewer Manhole, In Place	1 EA	\$4,090.00	\$4,090.00
9	Geotextile Fabric, Unstable Trench, If Necessary	100 SY	\$6.00	\$600.00
10	Crushed Rock, Unstable Trench, If Necessary	100 TON	\$40.00	\$4,000.00
CONSTRUCTION COST SUBTOTAL				\$150,000.00
ESTIMATED COSTS INCLUDING ENGINEERING FEES, LEGAL FEES, FISCAL FEES, INTEREST AND OTHER MISCELLANEOUS COSTS				\$60,000.00
TOTAL ESTIMATED PROJECT COST				\$210,000.00

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

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 306 OF SARPY COUNTY, NEBRASKA

Publication Dates:
May 6 and May 13, 2015
(Papillion Times)

By: Jonathan M. Meyers, Chairman
James Meyers, Clerk

NOTICE TO CONTRACTORS

Krambeck Industrial Park
Sanitary & Improvement District No. 306
of Sarpy County, Nebraska

KRAMBECK INDUSTRIAL PARK SANITARY SEWER – SECTION 1

Sealed proposals will be received in the office of Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, until 10:00 a.m. on the 27th day of May, 2015 for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement generally designated, KRAMBECK INDUSTRIAL PARK SANITARY SEWER – SECTION 1.

At such hour, or as soon as practicable thereafter, the Board of Trustees of the District will proceed to open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities
1	6" PVC SDR 23.5 Sanitary Sewer Pipe W/ Class I Bedding, In Place	430 LF
2	8" PVC SDR 35 Sanitary Sewer Pipe W/ Class I Bedding, In Place	1870 LF
3	6" I.D. PVC Slant, In Place	8 EA
4	8" x 6" PVC Wye, In Place	5 EA
5	54" I.D. Sanitary Sewer Manhole, In Place	100 VF
6	Standard Ring and Cover, In Place	7 EA
7	Concrete Collar Around Manhole Ring, In Place	2 EA
8	Tap Existing Sanitary Sewer Manhole, In Place	1 EA
9	Geotextile Fabric, Unstable Trench, If Necessary	100 SY
10	Crushed Rock, Unstable Trench, If Necessary	100 TON

The Engineer's estimate of the construction or other effectuation of all of such improvements is \$150,000.00.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the District, and now filed in the office of the Clerk of the District at 10064 South 134th Street, Omaha, Nebraska 68138, 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 \$7,500.00, payable without condition to the Treasurer, Sanitary and Improvement District No. 306 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 10064 South 134th Street, Omaha, Nebraska 68138, 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.306 of Sarpy County, Nebraska, reserves the right to waive formalities and to reject all or any bids.

KRAMBECK INDUSTRIAL PARK
SANITARY & IMPROVEMENT DISTRICT NO. 306
OF SARPY COUNTY, NEBRASKA
By: James Meyers, Clerk

**FARNHAM & SIMPSON, PC, LLO
220 N. 89th STREET, SUITE 201
OMAHA, NE 68114**

**SANITARY AND IMPROVEMENT DISTRICT NO. 306
OF SARPY COUNTY, NEBRASKA**

NOTICE

NOTICE is hereby given that a meeting of the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska will be held at 3:00 p.m. on May 27, 2015 at 10064 South 134th Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 10064 South 134th Street, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Subdivision Agreement, by and between the District and Sarpy County, Nebraska, for and in consideration of the development criteria outlined therein and obligating the District to pay fees to Sarpy County, including sewer connection fees and administration and review fees relating to the Krambeck Park Industrial subdivision.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska.

The estimated total cost of the fees to be paid to Sarpy County by the District is \$194,100.00, broken down as follows:

1. Estimated Sewer Connection Fees:	\$176,200.00
2. Estimated Administration and Review Fees:	\$17,900.00
TOTAL:	\$194,100.00

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

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 306 OF SARPY COUNTY, NEBRASKA

Publication Dates:
May 6 and May 13, 2015
(Papillion Times)

By: Jonathan M. Meyers, Chairman
James Meyers, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA

}
} SS.
}

County of Sarpy

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

Wednesday, April 22, 2015

Papillion Times

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

Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 4-22-15
Signed in my presence and sworn to before me:

Notary Public

GENERAL NOTARY - State of Nebraska
ELIZABETH M WHITE
My Comm. Exp. December 22, 2018

Printer's Fee \$ 11.48
Customer Number: 206179
Order Number: 0001852855

FARNHAM & SIMPSON, PC, LLO
Attorneys
220 N. 89th Street, Suite 201
Omaha, NE 68114

NOTICE OF MEETING

Sanitary and Improvement
District No. 306
of Sarpy County, Nebraska

NOTICE is hereby given to whom it may concern that the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, will meet at 10064 South 134th Street, Omaha, Nebraska, April 29, 2015, at 11:00 a.m. This meeting shall be open to the public and for which an Agenda kept continuously current, is available for public inspection during normal business hours at 10064 South 134th Street, Omaha, Nebraska.

SANITARY AND IMPROVEMENT
DISTRICT NO. 306
OF SARPY COUNTY, NEBRASKA
By: Jonathan M. Meyers, Trustee
1852855 4/22

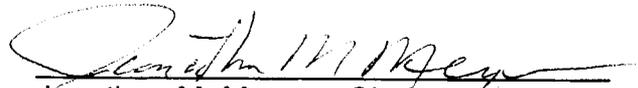
**ACKNOWLEDGEMENT OF RECEIPT
OF
NOTICE OF MEETING**

The undersigned Trustees of Sanitary and Improvement District No. 306 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 11:00 a.m. on April 29, 2015 at 10064 South 134th Street, Omaha, Nebraska.

DATED this 29th day of April, 2015.



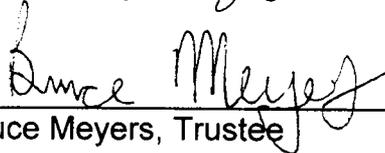
James Meyers, Clerk



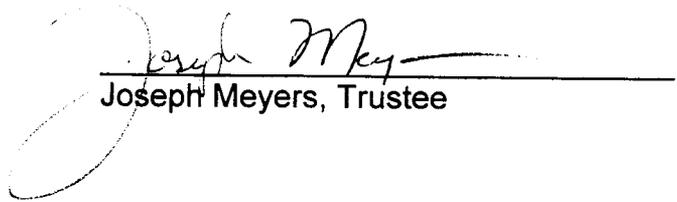
Jonathan M. Meyers, Chairman



Tamara Meyers Draeger, Trustee



Bruce Meyers, Trustee



Joseph Meyers, Trustee

CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned, James Meyers, being the Clerk of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, does hereby certify that he did send a Notice of Meeting to the County Clerk of Sarpy County, Nebraska, more than seven (7) days prior to the date of the meeting.

The undersigned further certifies that a copy of the Agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting published in the *Papillion Times* on April 22, 2015 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the County Clerk of Sarpy County, Nebraska, within thirty days from the date of this meeting.

DATED this 29th day of April, 2015.


James Meyers, Clerk

CONTRACT FOR LEGAL AND ADMINISTRATIVE SERVICES

This Agreement made and entered into by and between the Chairman and the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska on behalf of said Sanitary and Improvement District, hereinafter referred to as "District" and Farnham & Simpson, PC, LLO, hereinafter referred to as "Attorneys".

WITNESSETH:

WHEREAS, the District desires to engage Attorneys to render professional legal services and to provide service for the administration for the orderly conduct of the business of the District as detailed hereinafter.

1. To provide for the District those administrative services as would generally be provided by the executive or managerial branch of a municipal corporation in the State of Nebraska, political subdivision of the State or other body politic as created by State Statutes.

2. To review and advise the District concerning the contract between the District and the firm of engineers hired by the District for the purpose of providing engineering services in connection with improvements installed within and without the District's boundaries and to advise the District as to the necessary legal steps for the District to be able to finance the construction of improvements and all related costs.

3. To review and advise the District with regard to the commitment of the District's fiscal agent and to aid and coordinate with the District's fiscal agent in the timely process of construction progress warrants, general fund warrants and issuance of District bonds.

4. To review on behalf of the District the contract documents, including proposals; advertisements, construction contracts and performance bonds.

5. To draft and prepare on behalf of the District all Resolutions of Necessity, Notice to Contractors and arrange for advertising of the same.

6. To assist the District in conjunction with the District's engineers in securing construction bids for the improvement projects and assist with the bid opening and letting.

7. To administer all meetings of the Board of Trustees of the District and to prepare and maintain a full and complete transcript of the minutes of all proceedings of the Board of Trustees.

8. To assist in, as requested by the accountants, the audit of the District and the preparation of the budget of the District.

9. To prepare for and coordinate the election of the Trustees of the Board of the District.

10. To assist the Board with the levying of special assessments by the District. Attorney shall administer and aid the Board in the conduct of the Board of Equalization meeting of the District to represent the District in any appeal or objection to the special assessments by any landowners within the District as to the District's levy to the District Court of Sarpy County, Nebraska or the Supreme Court of Nebraska.

11. To represent the District in any negotiations or condemnation necessary for the acquisition of any real property or property rights for the construction, installation or maintenance of any District improvements.

12. To represent the District's interest in any legal action of claim made against the District in construction related matters.

In consideration for the above and foregoing services performed or to be performed by the Attorneys, the District hereby agrees to compensate the Attorneys for these services as follows:

- a. An amount equal to five percent (5%) of the total expenditures of the District exclusive of fees paid to the District's fiscal agent, engineer or other salaried persons for services in connection with the commencement, planning, construction and completion of and levy of all special assessments for the public improvements of the District.
- b. For services rendered in connection with the issuance of Bonds by the District, refunding bond issues, negotiations with the fiscal agent, securing a bond hearing date and all filing requirements and court appearances, a fee equal to one-half of one percent of the amount of the bonds issued by the District.

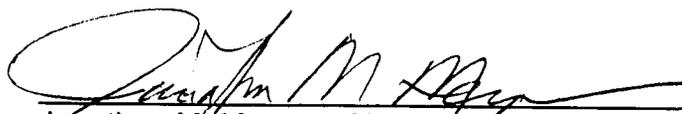
- c. The firm's standard hourly rate for all legal work not associated with the construction of public improvements as described in subparagraph (a) above.
- d. Out-of-pocket expenses, publication costs and other expenses incurred or advanced on behalf of the District by the Attorneys shall be reimbursed by the District.

IN WITNESS WHEREOF, the parties have set their hand and seals this 29th day of April, 2015.

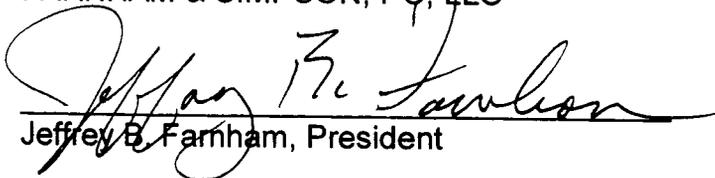
ATTEST:


James Meyers, Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 306 OF SARPY COUNTY, NEBRASKA:

By: 
Jonathan M. Meyers, Chairman

FARNHAM & SIMPSON, PC, LLO

By: 
Jeffrey B. Farnham, President

CONTRACT

THIS AGREEMENT made this 20th day of April, 2015, by and between THOMPSON, DRESSEN & DORNER, INC., hereinafter referred to as the "Engineer", and SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as the "Client".

WITNESSETH:

WHEREAS, the Engineer and the Client, for the consideration hereinafter set forth, agree as follows: The Engineer will furnish the below listed engineering services on all "Construction Projects" for a remuneration of a percentage of the total cost of work based on the final construction cost computed upon completion of the project per the following schedule:

<u>PROJECT COST</u>	<u>PERCENTAGE</u>
First \$ 50,000	12%
Next \$ 50,000	8%
Next \$400,000	6-1/2%
Over \$500,000	5-1/2%

In the event the final construction cost of the project is less than \$100,000, the Engineer's fee shall be arrived at on the basis of his actual cost, plus the usual percentage charged by the Engineer to provide for overhead and profit.

The scope of work to be provided by the Engineer on construction projects:

1. Preparation of detailed plans and specifications for construction projects.
2. Estimate of quantities and costs.
3. Assistance in securing bids.
4. Analysis of bids.
5. Assistance in preparation of contracts.
6. Preparation of easement descriptions and location sketches.
7. Checking shop and working drawings submitted by contractors.
8. Consultation and advice during construction.
9. Preparation of estimates for progress and final payment to contractors.
10. Final inspection.
11. Preparation of assessment schedules.

Payment to the Engineer shall be made as follows: Upon completion of the plans and specifications for bids, 80% of the fee per the above schedule based on the Engineer's estimate; thence upon completion of the project; an amount sufficient to bring the total payment to the percentage per the above schedule of the actual construction cost. Further, for construction observation and construction staking, the Engineer shall be paid on the basis of his actual cost, plus the usual percentage charged by the Engineer to provide for overhead and profit.

In case of a project on which the fee is based on COST-PLUS, payment to the Engineer shall be made monthly, upon a statement submitted by the Engineer.

The Client further agrees:

1. To pay the Engineer any and all costs incurred by the engineering staff for all services performed in the preparation of plans and specifications requested by the Client, if for any reason whatsoever the project is not constructed.
2. To pay the Engineer for consultation and engineering services provided for the Client, such as periodical maintenance inspection, determination of required maintenance, assistance in securing contractors to perform maintenance, any surveying not related to a construction project, preparation of legal descriptions for District boundaries, time spent in negotiating for easements, and any other services which do not fall under the classifications of a construction project.

CONTRACT
SID NO. 306 OF SARPY COUNTY, NEBRASKA
Page 2

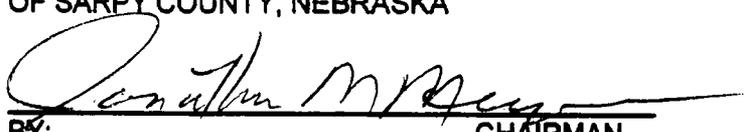
Payment to the Engineer on the above two items will be on the basis of actual cost, plus the usual percentage charged by the Engineer to provide for overhead and profit.

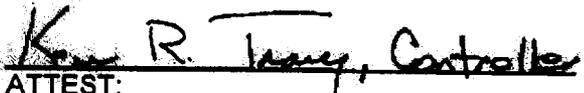
In addition to the above payments and services, the Client agrees to pay the actual costs charged by the Soils Testing Laboratory or the "Engineer" for testing performed in accordance with requirements set forth in the specifications of the Engineer and any governmental authority exercising control over the project.

THOMPSON, DREESSEN & DORNER, INC.

SANITARY & IMPROVEMENT DISTRICT NO. 306
OF SARPY COUNTY, NEBRASKA


BY: _____ TITLE


BY: _____ CHAIRMAN


ATTEST: _____ Controller


ATTEST: _____ CLERK



D | A | DAVIDSON

FIXED INCOME CAPITAL MARKETS

1111 N. 102nd Court, Suite 300
Omaha, NE 68114
(402) 397-5777
(800) 776-5777
Fax (402) 392-7908
www.davidsoncompanies.com/ficm
D.A. Davidson & Co. member SIPC

April 23, 2015

Chairman and Board of Trustees
Sanitary & Improvement District #306 (Krambeck Industrial Park)
c/o Mr. Jeff Farnham
Farnham and Simpson, P.C., L.L.O.
220 North 89th Street, Suite 201
Omaha, NE 68114

Re: Sanitary & Improvement District No. 306 of Sarpy County, NE (Krambeck Industrial Park)
Underwriting Engagement Letter

Gentlemen:

On behalf of D.A. Davidson & Co. ("Davidson"), I want to thank you for the opportunity to allow us to make a proposal to serve as your underwriter in connection with your anticipated sale of warrants and bonds (the "Securities") which will finance the development and construction of improvements for Sanitary and Improvement District #306 of Sarpy County (the "Issuer" or "District"). If you engage us, this letter will confirm the terms of our engagement.

As underwriter, Davidson will not be required to purchase the Securities, except pursuant to the terms of this Agreement. Our services as Underwriter are generally described on Exhibit A attached hereto.

1. Construction of the public improvements for the District will be accomplished in one phase of development with the developer being DAMMM LAND LLC. We agree to place the construction warrants issued by you in the approximate amount of \$3,150,000, which total includes approximately one and one-half (1½) years' interest on the warrants to be issued by the District. Warrants so placed by us will be purchased from the payees thereof at the principal amounts shown on such warrants within fifteen (15) days after our receipt of the warrants and an accompanying approving legal opinion of Bond Counsel of our choice. The Source and Use of Funds is attached to this financing agreement as provided by the District's Engineers, Thompson, Dreessen & Dorner, Inc., and dated April 13, 2015. Said warrants shall bear interest at an interest rate recommended by us and approved by you from time to time, which interest rate will be at seven percent (7.00%) per annum until changed by notice from Davidson and the ability to market warrants.

The District agrees that it will not issue warrants for payments on contracts entered in to complete the improvements documented on the Engineer's Source and Use of Funds that would be in excess of the

amount authorized for each improvement on the Engineer's Source and Use of Funds. Any excess will require prior written consent of Davidson before any warrants may be authorized.

The District agrees to have the District's Engineer provide a summary of actual costs versus the estimates on the Engineer's Source and Use of Funds when the improvements are twenty-five percent (25%) complete, fifty percent (50%) complete, seventy-five percent (75%) complete and one hundred percent (100 %) complete.

2. No Advisory or Fiduciary Role. You acknowledge and agree that: (i) the primary role of Davidson, as an underwriter, is to purchase Securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from yours; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the District and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to you on other matters); (iii) the only obligations Davidson has to the District with respect to the transactions contemplated hereby are expressly set forth in this letter agreement; and (iv) you have consulted your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you have deemed appropriate and or necessary. If you do not have a Municipal Adviser and you desire to retain a municipal advisor in this transaction that has legal and fiduciary duties to you, you have freedom of action to do so. You acknowledge receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board that are attached to this agreement as Exhibit B.

3. We will purchase the legally issued General Obligation Bonds (GO Bonds) of the District in the approximate amount of \$3,600,000, subject to our further due diligence. GO Bonds shall be issued from time to time as and when we mutually agree is advantageous to the District given then current long term interest rates and as the District is otherwise required to redeem warrants by law. The GO Bonds will be issued in an aggregate amount sufficient to fund a) the redemption of all legally issued and outstanding construction warrants and accumulated interest thereon; b) appropriate Bond Sinking Fund; and, c) District bond issuance expenses.

4. You agree that we will purchase the GO Bonds a discount to par. Our discount purchase price of the bonds shall not exceed six percent (6%) of the par value of the bonds issued. All GO Bonds shall mature, be in such denominations, bear call premiums as permitted by law, and otherwise be on such terms and conditions as we may mutually determine to be appropriate in the circumstances. Our obligation to purchase the GO Bonds is subject to our receipt of the opinion of Bond Counsel acceptable to us and in a form satisfactory to us that the bonds are legally issued and the interest thereon is exempt from all Federal and Nebraska Income Taxes.

5. The District agrees to take all actions and do all things required by Bond Counsel to obtain their approving legal opinion on the warrants and bonds. The District further agrees to submit to Bond Counsel all records of the District's Board's proceedings and to furnish us with one complete certified transcript of such proceedings that meet the requirements of Bond Counsel acceptable to us.

6. Developer and District warrant, covenant and agree that, notwithstanding any other

provision of this Agreement to the contrary, the total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with the construction of the improvements authorized herein shall not in the aggregate, in any event, exceed the total of the amount of general obligation estimated in the Source and Use of Funds dated April 13, 2015 in the amount of \$1,557,700. To the extent such general obligation debt of the District would have otherwise exceeded such total at date of levy of special assessments, the general obligation of the District shall be reduced to \$1,557,700, plus interest and the amount in excess of \$1,557,700 will be specially assessed.

7. The District agrees to levy all special assessments as soon as possible after completion of construction without delay.

8. The District agrees to pay all fees and expenses of bond printing, publication, registration, Registrar, Paying Agent, and Bond Counsel's opinions on all warrants and bonds issued by the District.

9. Unless otherwise agreed, we agree to perform all the duties of Registrar and Paying Agent for the District for all Construction Fund and General Fund warrants that will be issued by the District. We further agree to provide information to the District to assist the District in its preparation of the annual.

10. The District will provide Davidson with an annual audit, which will also be made available upon request to any warrant or bond purchaser. In addition, the District hereby agrees that in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (the "Commission") pursuant to the Securities Exchange Act of 1934 that it will provide or cause to be provided the following continuing disclosure information:

- A. to the Municipal Securities Rulemaking Board (the "MSRB") and to Davidson, the District shall provide financial information and operating data generally consistent with the information set forth in the District's audited financial statements; with such audited financial statements required to be filed annually by December 31. Audited financial information shall be prepared in accordance with generally accepted accounting principles (including, as deemed appropriate by the District, as such principals may be modified by accounting standards promulgated by the Government Accounting Standards Board), or mandated state statutory principals, as in effect from time to time;
- B. in a timely manner, to the MSRB, notice of the occurrence of any of the following events with respect to the issuance of construction fund warrants or general obligation bonds, if in the judgment of the District, such event is material: (a) principal and interest payment delinquencies, (b) non-payment related defaults, (c) unscheduled draws on debt service reserves, if any, reflecting financial difficulties, (d) adverse tax opinions or events affecting the tax-exempt status of the warrants or bonds, (e) modifications to rights of the registered owners of the warrants or bonds, (f) unscheduled calls of the warrants or bonds, (g) defeasances of the warrants or bonds, (h) release, substitution or sale of property securing repayment of the warrants and

bonds, and (i) rating changes, if any (it being understood that no rating with respect to the warrants or bonds has been or is expected to be applied for);

- C. in the timely manner, to the MSRB, notice of any failure on the part of the District to provide required annual financial information not later than 180 days from the end of the District's fiscal year.

11. The District will pay accrued interest on all Construction Fund Warrants issued by it on February 10, 2016 and on each February 10 thereafter so long as any such Warrants are unpaid and outstanding; provided, however, that such warrants shall not be deemed to be outstanding which were called for redemption and for the payment of which the Paying Agent has adequate funds on the date fixed for redemption. Payment of interest will be made by warrants. Davidson shall have no obligation to place or purchase such interest warrants to provide cash for interest payments, but may do so in its discretion based on the financial standing of the District at the time the interest warrants are issued. If Davidson does not purchase the interest warrants, the District will cause the interest warrants to be delivered to the current construction warrant holders as of the interest payment date.

12. Any other contracts or agreements between the District and any other political body relating to the District's improvements shall be subject to prior written consent of Bond Counsel and us, which such consent shall not be unreasonably withheld.

13. We reserve the right of first refusal to purchase any bonds you may issue to refund any outstanding bonds of the District for a period of two (2) years from the date of delivery of the last bonds purchased by us under the terms of this agreement. Said refunding bonds shall be subject to such conditions and shall bear interest at such rate or rates as will be mutually agreed upon by the parties hereto at the time of their issuance. The discounted purchase price for said refunding bonds shall not exceed three percent (3%) of the face value of the refunding bonds issued.

14. We shall have the further Right of First Refusal, exercisable in accordance with the terms hereinafter set forth, to purchase any of the following Bonds issued by your District:

- A. Bonds issued with respect to any additional improvements requiring financing by your District which are installed within two (2) years from the date of this Agreement or
- B. Bonds issued with respect to the funding of any Bonds previously issued by your District.

The District agrees that no Bonds described in A) or B) above shall be sold by the District to anyone other than Davidson without first complying with the requirements of this paragraph. The District further agrees it will submit to Davidson the specific terms of any proposal which it receives and it wishes to accept with regard to the purchase by any other person or any such Bonds as are described in A) or B) above, and Davidson shall have the option to purchase such Bonds on the same terms as the terms set forth in this proposal. If Davidson intends to exercise such option, Davidson shall give the District written notice of such intent within ten (10) days of receiving such a proposal, and Davidson shall purchase such Bonds on a date which is mutually agreeable to the District and Davidson (which date shall in no event be later than thirty (30) days following our receipt of the proposal). If Davidson has not given

notice of their intent to purchase within such ten (10) day period, District may to sell the Bonds described in the proposal to someone other than us for a period of thirty (30) days thereafter, but only in strict accordance with the terms as were outlined in the proposal submitted to us.

15. We reserve the Right of First Refusal to purchase any General Fund Warrants issued by your District that we choose to purchase. The proposed underwriting fee will be 5% for General Fund Warrants we choose to purchase.

16. Fees and Expenses. Davidson's proposed underwriting fee/spread is set forth on Exhibit C and in any event will not exceed 6% for the bonds, or 3% for refunding bonds, or 5% for warrants based on the principal amount of the Securities issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying all other costs of issuance of the Securities, including without limitation, the fees of issuer and bond counsel, municipal advisors, accountants, engineers, rating agencies and all other expenses incident to the performance of the Issuer's obligations under the proposed financing and offering of the Securities.

17. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the final offering of any of the Securities, which may include the period in which you issue Warrants and through the date that the sale of any bonds is closed. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the District, the Issuer agrees to reimburse Davidson for its out-of-pocket expenses incurred until the date of termination.

18. We shall have the right to assign this contract to a subsidiary or an affiliate of Davidson or to any other corporation or individual, and upon such assignment, shall be released from any further responsibility hereunder if such assignee assumes all of Davidson rights, duties and obligations hereunder.

19. This Agreement shall at any time be subject to termination or renegotiation by Davidson if:

- A. It is agreed and understood that if, at any time, by change of law or court decision, the interest on obligations of the District shall cease to be exempt from Federal Income Taxes or any Nebraska Income Taxes or the bonds or warrants become subject to any Nebraska intangible or sales tax, then the undersigned shall have the option to terminate or renegotiate the terms of this contract; or
- B. Legislation, court decision, or any ruling or regulation shall be enacted or rendered which shall, in the opinion of Davidson, materially affect the market price of the Warrants or the Bonds, or a war involving the United States, or other national calamity, shall have occurred, or any conflict involving Armed Forces of the United States shall be escalated to such a magnitude to market the Warrants or Bonds: or

Upon the mutual agreement of the District and Davidson the market price of the warrants and Bonds are adversely affected because additional material

- C. 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; or
- D. An ordinance to annex the District is passed by the authoritative municipality prior to the issuance of a final series of General Obligation Bonds to redeem all outstanding Construction Fund Warrants of the District; or
- E. If any provisions of this agreement shall be held or deemed by any court or Bond Counsel to be illegal, inoperative, or unenforceable, we may, at our option, either terminate this agreement in whole or terminate or renegotiate the provision or provisions involved; but such termination or re-negotiation shall not affect or reduce our right to receive compensation hereunder for services already performed.

In the event the District is annexed by the City of Papillion, Nebraska, the District agrees that Davidson's fees are earned at the time this agreement is executed as consideration for the financing commitment being made by Davidson to the District. The District also agrees that any annexation, termination or renegotiation of this agreement shall have no affect or reduce the right of Davidson to receive compensation as provided herein for Construction Fund Warrants and General Obligation Bonds. In the event that the District is annexed or terminated prior to the issuance of all Construction Fund Warrants and General Obligation Bonds for the redemption of all outstanding Construction Fund Warrants, Davidson is entitled to compensation for services provided to the date of termination of this Agreement as if all Construction Fund Warrants were issued and all General Obligation Bonds to retire all outstanding Construction Fund Warrants were issued at the time of annexation or termination. The total fee due to Davidson will be determined by summing the following fees:

- A. Fee Due for Un-issued Construction Fund Warrants The fee due to Davidson for un-issued Construction Fund Warrants will be determined by subtracting the outstanding Construction Fund warrants at the date of annexation or termination from the total financing commitment amount as documented in section 1 of this Agreement and then multiplying the difference by the warrant fee rate (4.00%) as documented in section 13 of this Agreement to determine the fee due for un-issued warrants.
- B. Fee Due for Un-issued Bonds The fee due to Davidson for un-issued bonds will be determined by totaling the bond cash assets of the District, which includes cash and investment in the District's Bond Sinking Fund and the uncollected Special Assessments, less a two (2) year cash reserve of any existing General Obligation Bond issue(s). The net bond cash assets shall then be subtracted from the General Obligation Bond financing commitment amount as documented in section 2 of this Agreement and

then multiplied by the discount rate six (6.00%) as documented in section 2 of this Agreement.

20. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: 
John E. Kuehl
Senior Vice President

Based on the proposal above, you hereby designate us as your sole and exclusive managing underwriter for the issuance of the Securities, subject to satisfying applicable procurement laws or policies, formal approval by your Board, finalizing the structure of the Securities and executing a Purchase Agreement.

This Letter and Agreement is hereby accepted for and on behalf of SID-306, SAPP, Co, NE on this 29th day of APRIL, 2015.

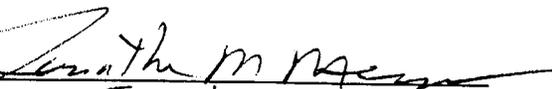
By: 
Name: Jonathan M Meyers
Title: Chairman

EXHIBIT A

Typical Services of an Underwriter

Davidson (hereinafter referred to as "Davidson") intends/proposes to serve as the exclusive underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Securities.

As part of our services as sole underwriter, Davidson may provide incidental advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities. The following describes the typical services that we provide as Underwriter.

Offering Planning Services

- Respond to requests for underwriting proposals from Districts
- Participate in planning meetings with District and its advisers on the offering.
- Engage in due diligence.
- Review and comment on financial assumptions provided by developers and engineers and make suggestions on offering structure.
- At request of District's developer, attorney, engineer and other advisers, meet with city/county planning officials to provide input in the planning of the scope and timing of improvements based on the proposed financing.
- Review and provide comments to the District's legal and Bond counsel and other advisers regarding the project cash flow analysis based on proposed cost of public improvements, the anticipated special assessments to be levied and other projected costs.
- Consult as necessary with relevant parties regarding the timing, issuance and placement of construction fund warrants to be issued and based on the anticipated build-out of District.
- Participate in meetings with relevant parties to review impacts of public improvement cost changes.
- Attend meetings of District, as requested and respond to District's general or specific inquiries regarding its financing.
- Attend and testify at District Court hearings as necessary for bond authority, if requested

Offering Services

- Assist in the preparation of credit presentations.
- Advise District regarding the plan of distribution for bonds, warrants and other transactions. Work with District to determine general timing of the sale of bonds and/or warrants, taking into consideration major economic indicators, interest rate conditions, competing local and regional municipal securities offerings and District scheduling concerns.
- Work with bond and underwriter's counsel in the preparation of preliminary official statements, official statements and other offering documents and disclosures as required. Work with bond and underwriter's counsel and District to prepare any addenda to offering documents.
- Coordinate the registration of warrants with County Treasurer.
- Coordinate endorsement of warrants by payees.
- Review the final official statement and all legal documents. Work with bond counsel to ensure all regulatory documentation is filed and assist in the closing process as needed.
- Coordinate with District and bond counsel to prepare the authorizing resolution and other documents. Review all draft financing documents.
- Assist District, its attorney and bond counsel to make all necessary filings and otherwise comply with applicable Nebraska State statutory requirements, Internal Revenue Service rules, SEC regulations and MSRB rules.
- On refunding issues work with District counsel and bond counsel to verify payoff amounts on bonds to be redeemed. On advanced refunding issues, review calculation of net escrow funding requirement, coordinate selection of escrow agent.
- Coordinate closing activities between District, and other involved parties (registrar and paying agent, bond counsel, Depository Trust Company, etc.) and address any unforeseen issues that come up prior to settlement to ensure timely closing.
- Review risks associated with transaction as disclosed in the MSRB G-23 & G-17 letters.
- Educate and provide information to District regarding bond pricing and marketing approaches, including information regarding retail and institutional sales, public vs. private placement and analysis of comparable deals in the marketplace.
- Conduct a pre-pricing conference with District to update to present comparable pricing information as a basis for negotiation, and react and respond to last-minute pricing issues.

Post Offering Services

- At request of District attend annual budget meetings.
- Assist District in providing information necessary for submitting continuing disclosures regarding financial information, and assist District if requested with ongoing disclosure obligations pursuant to SEC 1934 Act Rule 15c2-12, as applicable.
- Upon request participate in meetings with District and other relevant parties concerning aspects of tax exemption and arbitrage on existing debt.
- Monitor and provide comments on bond fund and general fund balances.
- Coordinate redemption of general fund and construction fund warrants.
- Upon request from paying agent, provide confirming calculations of annual interest payments of construction fund warrants.
- Maintain database of outstanding warrants to allow District to generate reports by payee, registration dates, maturity date and confirm calculation principal and interest payments.
- Monitor District development by performing periodic site visits.
- Monitor outstanding bonds and District indebtedness to identify and present refunding opportunities to the District.

Private Placement/Nontraditional Financing Services

- Assist District in identifying prospective investors.
- Prepare credit package to solicit initial feedback from prospective investors.
- Present feedback to District; determine next steps and likely timeline.
- Assist District with preparation of purchase agreement.
- Assist District and bond counsel with preparation of private placement memorandum.
- Assist District with preparation of investor letter.

EXHIBIT B

Disclosures

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriters' primary role is to purchase the Securities with a view to distribution in an arm's-length transaction with the Issuer. The underwriter's financial and other interests may and will differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The underwriters have a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Securities to investors at prices that are fair and reasonable.
- (v) The underwriter will participate in the drafting and review the preliminary and official statement for the Securities in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, the MSRB and FINRA as applied to the facts and circumstances of this transaction.

Disclosures Concerning the Underwriters Compensation

As underwriter, Davidson will be compensated by a fee and/or an underwriting discount that will be set forth in the Purchase Agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Additional Conflicts

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

Risk Disclosures Pursuant to MSRB Rule G-17 - Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates.

Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds. The District has irrevocably covenanted and agreed that for so long as any of the Bonds are outstanding, it will include in its budget and levy taxes annually on all the taxable property in the District, in amounts sufficient, together with all other money legally available and to be used therefor, to pay the principal of and interest on the Bonds as the same shall become due. The full faith, credit and resources of the District are irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The Bonds are not obligations of the State, the County or any other municipal corporation other than the District.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the

tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds.

The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

EXHIBIT C

Fees and Expenses

Underwriting discount/fee for warrant is five percent (5%) of the principal amount of warrant debt being issued

Underwriting discount/fee for general obligation bonds used to fund warrants of certificates of indebtedness is six percent (6%) of the principal amount of bond debt being issued

Underwriting discount/fee for general obligation refunding bonds is three percent (3%) of the principal amount of refunding bond debt being issued

April 29, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 306
of Sarpy County, Nebraska
c/o of Mr. Jeff Farnham
220 N. 89th Street, Suite 201
Omaha, NE 68114

RE: Krambeck Industrial Park Sanitary Sewer – Section 1
Description of Work to be Performed
TD2 File No. 1978-101.1

Board Members:

The following is a description of work to be performed for the above-referenced project.

Construct 8-inch I.D. Polyvinyl Chloride (PVC) Sanitary Sewer in the following locations:

IN OUTLOT A

Beginning at a point 49 feet west and 8 feet south of the northwesterly-most corner of Outlot A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 191 feet, more or less, to a point 20 feet west and 26 feet south of the northeasterly-most corner of Outlot A, said subdivision; thence, southerly for a distance of 400 feet, more or less, to a point 20 feet west and 30 feet south of the southeasterly most corner of Outlot A, said subdivision.

IN GOLD COAST ROAD

Beginning at a point 20 feet west and 30 feet south of the southeasterly most corner of Outlot A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 349 feet, more or less, to a point 45 feet east and 30 feet north of the northeasterly-most corner of Lot 3, said subdivision.

IN 154TH STREET

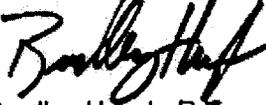
Beginning at a point 45 feet east and 30 feet north of the northeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 905 feet, more or less, to a point 30 feet east and 3 feet north of the southeasterly-most corner of Lot 3, said subdivision.

Chairman and Board of Trustees
Sanitary and Improvement District No. 306
of Sarpy County, Nebraska
December April 29, 2015
Page 2

The outer boundaries of the area that may be subject to special assessment are Lots 1 through 3, inclusive, Krambeck Industrial Park, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Bradley Hüyck, P.E.

BPH

April 29, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 306
of Sarpy County, Nebraska
c/o of Mr. Jeff Farnham
220 N. 89th Street, Suite 201
Omaha, NE 68114

RE: Krambeck Industrial Park Sanitary Sewer – Section 1
Engineer's Estimate
TD2 File No. 1978-101.2

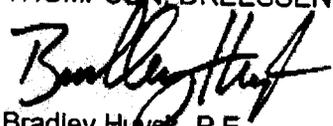
Board Members:

The following is the Engineer's Estimate of Costs and Quantities for Construction of the above-referenced project:

Item	Description	Approximate Quantities		Unit Price	Amount
1	6" PVC SDR 23.5 Sanitary Sewer Pipe W/ Class I Bedding, In Place	430	LF	\$35.00	\$ 15,050.00
2	8" PVC SDR 35 Sanitary Sewer Pipe W/ Class I Bedding, In Place	1,870	LF	\$38.00	\$ 71,060.00
3	6" I.D. PVC Slant, In Place	8	EA	\$200.00	\$ 1,600.00
4	8" x 6" PVC Wye, In Place	5	EA	\$200.00	\$ 1,000.00
5	54" I.D. Sanitary Sewer Manhole, In Place	100	VF	\$450.00	\$ 45,000.00
6	Standard Ring and Cover, In Place	7	EA	\$800.00	\$ 5,600.00
7	Concrete Collar Around Manhole Ring, In Place	2	EA	\$1,000.00	\$ 2,000.00
8	Tap Existing Sanitary Sewer Manhole, In Place	1	EA	\$4,090.00	\$ 4,090.00
9	Geotextile Fabric, Unstable Trench, If Necessary	100	SY	\$6.00	\$ 600.00
10	Crushed Rock, Unstable Trench, If Necessary	100	TON	\$40.00	\$ 4,000.00
CONSTRUCTION COST SUBTOTAL					\$ 150,000.00
ESTIMATED COSTS INCLUDING ENGINEERING FEES, LEGAL FEES, FISCAL FEES, INTEREST AND OTHER MISCELLANEOUS COSTS					\$ 60,000.00
TOTAL ESTIMATED PROJECT COST					\$ 210,000.00

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



Bradley Huyek, P.E.

BPH

KRAMBECK INDUSTRIAL PARK
SUBDIVISION AGREEMENT

This Subdivision Agreement made as of the dates indicated at the signatures below by and between DAMMM LAND, LLC a Nebraska limited liability company (hereinafter "Developer"), Sanitary and Improvement District Number 306 of Sarpy County, Nebraska (hereinafter "District"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer, District, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Krambeck Industrial Park. The Development Area is located within the corporate limits of Sanitary and Improvement District No. 306 in Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and

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

WHEREAS, Developer and District wish to connect to the sewer and water system to be constructed by District Number 306 within the Development Area with the sewer system of County; and

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION
I.

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

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

SECTION
II.

Developer and District jointly and severally represent and covenant that Developer shall and District shall, thirty (30) days prior to the start of construction, present to the County Clerk for the benefit of County, duly authorized and executed, binding contracts in full force and effect for the timely and orderly engineering, procurement, and installation of the public improvements hereinafter set forth, according to the terms of those contracts; and they shall also provide and deliver to County written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Final plans and specifications for Subparagraphs B, C, and D, of this Section II must have the approval of County and shall be submitted to County for review and approval at least

thirty (30) days prior to award of contracts. Developer, District and County agree that the credit of District shall be used for the construction of the following public improvements within the Development Area:

- A. Grading of street right-of-way;
- B. Construction of and concrete paving of all streets dedicated pursuant to the plat (see Exhibit "A"); all of said paving to be thirty feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached plat and shall be constructed of Portland cement concrete with an integral curb and gutter system. Approval of this Agreement and the plat pertaining thereto shall not constitute the creation of a County Road or acceptance of such platted roads or streets for maintenance by County.
 1. District shall contribute to the cost of the paving and associated improvements to 156th Street along District's western frontage.
 2. District shall pay 100% of the cost of a five foot sidewalk along District's 156th Street frontage.
 3. The timing of the construction of 156th Street road improvements and sidewalk improvements shall be at the County's discretion, dependent upon project priority and funding.
 4. 156th Street paving, associated road improvements, and sidewalk improvements shall be completed in accordance with the terms and conditions of an Interlocal Agreement to be executed by District and County. Said Interlocal Agreement terms shall include the following:
 - a. District shall pay for 33% of the cost of the 156th Street improvements along District's frontage. County shall not contribute to the cost of any financing or acquiring financing by District.
 - b. A five foot sidewalk shall be constructed concurrently with the 156th Street road improvements and District shall pay 100% of the cost of said sidewalk construction and installation. County shall not contribute financially towards the sidewalk construction and installation.
 - c. County shall be the lead agency for both the 156th Street improvements and the sidewalk improvements.
 - d. County shall bill District for their respective share and District shall pay within 30 days.
 - e. County may bill District periodically.
- C. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by Thompson, Dreessen & Dorner, Inc., Engineers, a copy of which is attached hereto as Exhibit "B."
- D. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A") shall be located as

shown on the plans and specifications for said storm sewer and paving improvements prepared by Thompson, Dreessen & Dorner, Inc., Engineers, a copy of which is attached hereto as Exhibit "C."

- E. Water distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed as shown on the water plan improvements prepared by Metropolitan Utilities District., a copy of which is attached hereto as Exhibit "D."
- F. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Black Hills Energy.
- G. Street lighting for public streets dedicated pursuant to the plat (see Exhibit "A") to be installed by the Omaha Public Power District.
- H. Underground electrical service to each of the lots within the Development Area, shall be installed by the Omaha Public Power District.
- I. A concrete sidewalk shall be provided in the street right-of-way along 156th Street with a minimum width of five feet. All aspects of sidewalk construction shall be governed by the existing County Zoning and Subdivision Regulations and any and all applicable resolutions of the Sarpy County Board of Commissioners, except that the minimum width of the sidewalk shall be 5 feet. Handicap ramps with detectable warning panels shall be constructed at public street intersections. The sidewalks shall be installed according to the 156th Street design and may be installed concurrently with the paving of 156th Street. All sidewalks shall be maintained by abutting property owner or District.
- J. Landscaping shall be located as shown on the Landscape Exhibit prepared by Thompson, Dreessen & Dorner, Inc., attached hereto as Exhibit "E". All entry sign features shall be landscaped upon the completion of said feature. Landscaping fronting 156th Street and outlots shall be completed by the end of the growing season of the year following the filing of the Final Plat unless prohibited by road construction, in which case, the landscaping shall be completed at the end of the growing season for the year following completion of road construction. All remaining landscaping shall be installed upon completion of construction of a structure on each lot. All landscaping shall be maintained by abutting property owner or District.
- K. Street signs at all intersections per plat (see Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."
- L. Sewer fees paid to the County.
- M. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Post Construction Stormwater Management Plan, attached hereto as Exhibit "F".

- N. The Development Area shall be graded as shown on the Grading Exhibit prepared by Thompson, Dreessen & Dorner, Inc. attached hereto as Exhibit "G". Further, grading shall be in conformance with the Sarpy County Zoning Regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.
- O. Fire hydrants shall be installed in the subdivision, prior to the issuance of any occupancy permit for any structure built in said subdivision. The Development Area does not have outdoor warning siren coverage. Within 5 years of the County Board's approval of this Agreement, Developer and District shall either (1) install outdoor warning sirens on property which provide siren coverage to the Development Area or (2) financially participate in the construction and maintenance of an outdoor warning siren in the surrounding area which provides siren coverage to the Development Area. Developer and District are encouraged to work with other developments in the surrounding area to coordinate coverage and share costs associated with installation and maintenance of outdoor warning sirens. The outdoor warning sirens shall be capable of sounding the warning through the Sarpy County radio system.
- P. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the Sarpy County Stormwater Regulations.

SECTION
III.

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

SECTION
IV.

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

- A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving

and construction of street intersections, the cost of one-half of the street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of nine (9) inches, and the cost of pavement width in excess of thirty (30) feet exclusive of curbs and gutters, shall be borne by general obligation of District. The cost of curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.

- B. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, may be borne by general obligation of District.
- C. One hundred percent (100%) of the entire cost of sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area
 - 1. One hundred percent (100%) of Sewer fees paid to the County for the sanitary sewer represented on Exhibit "B" attached hereto may be generally obligated.
- D. One hundred percent (100%) of the entire cost of all storm sewers, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.
- E. One hundred percent (100%) of the entire cost of the water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. Refunds, if any, shall be credited in the manner used for underground power as provided in Section IV (H) thereof. One hundred percent (100%) of the entire cost of the water approach mains and any pioneer main fees may be a general obligation of the District.
- F. One hundred percent (100%) of the entire cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served. One hundred percent (100%) of the entire cost of the gas approach mains and any pioneer main fees may be a general obligation of the District.
- G. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.
- H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:

1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- I. Fire hydrants shall be provided by Developer at Developer's cost or by the District and specially assessed against the property within the Development Area. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. Fire hydrants shall be installed in the subdivision, prior to the commencement of construction on any structure within the subdivision. The applicable fire chief shall determine the type and specifications for fire hydrants. The Development Area does not have outdoor warning siren coverage. Within 5 years of the County Board's approval of this Agreement, Developer and District shall either (1) install outdoor warning sirens on property which provide siren coverage to the Development Area or (2) financially participate in the construction and maintenance of an outdoor warning siren in the surrounding area which provides siren coverage to the Development Area. Developer and District are encouraged to work with other developments in the surrounding area to coordinate coverage and share costs associated with installation and maintenance of outdoor warning sirens. The outdoor warning sirens shall be capable of sounding the warning through the Sarpy County radio system. The cost for said outdoor warning sirens shall be treated as a general obligation cost of the District.
- J. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of the District. All street signs shall conform to County standards. Decorative, ornamental, or any other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall not be installed unless prior written approval by the County Board is received. The County's written approval for decorative or other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall only be required while the Development Area is within the zoning jurisdiction of the County. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- K. Silt ponds/basin: The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Developer. Removal of sediment and erosion control measures may be a general obligation of the District. District shall maintain silt pond/basin as described in subparagraph 2 below.

1. Sediment removal shall be paid as follows:
 - a. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District.
 - b. For all subsequent sediment removal, the District shall pay for the work in accordance with Section IV.L., immediately hereinafter..
 2. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
 - a. If at any time County determines that the silt pond/basin is a hazard or a nuisance, County will send a notice to the District with a recommendation to either (i) remedy said hazard or nuisance or (ii) remove the silt pond/basin. District shall comply with County's recommended action in the notice letter. If after thirty (30) days District does not comply with County's recommended action as provided in the notice letter, at County's discretion, County may fix the nuisance or hazard (up to and including silt pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal.
- L. One hundred percent (100%) of the entire cost of all post-construction stormwater management features and related appurtenances may be a general obligation of the District, provided:
1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the provisions of this Agreement. All necessary easements to the County and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction. The District intends to acquire Outlot "A", which contains the stormwater drainage improvements and the permanent post-construction stormwater management features from the Developer. The District may acquire Outlot "A" pursuant to this paragraph, provided that the cost of acquisition shall be based on a fair market value appraisal and in no event shall exceed Developer's proportionate cost for the acquisition of the Development Area.
 2. Construction of post-construction stormwater management features or "BMPs" (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the "Omaha Regional Stormwater Design Manual" and are able to be publicly maintained.
 3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the District, provided the maintenance activities are required to maintain the water quality benefits as designed. Routing mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Association.
 4. Closure or removal of post-construction stormwater management features may be a general obligation of the District.
 5. Streets, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.

- M. Any charges not specifically approved for general obligation in Paragraphs A. through L. of this Section shall be specially assessed.
- N. Developer and District covenant that there shall be no other general obligation without the prior written approval of County.

SECTION
V.

District may make certain payments in connection with the extension of water and gas to the boundary of the District with the costs to be defrayed as follows:

- A. Payment to the utility for such extension shall be made only to the extent the utility by policy of practice does not absorb the cost of such extension.
- B. If the extension main is primarily designed and sized to serve the Development Area and no oversizing for service to areas outside the Development Area is involved, then all payments to the utility and related costs shall be one hundred percent (100%) specially assessed. Connection refunds, if any, received for the utility shall be credited in a manner similar to that provided for underground electric service in Subsection IV.H. hereof.
- C. If the extension main is designed and sized to serve properties outside of the Development Area, the cost of the extension main that would be installed if only the Development Area were to be served shall be specially assessed and the cost of oversizing the main above that size may be borne by general obligation. Refunds from the utility attributable to oversizing cost shall be credited to the Construction Bond Fund of the District. Refunds from connections within the Development Area shall be credited in a manner similar to that for underground electrical service as provided in Subsection IV.H. hereof.
- D. The credit or refunds of the District shall not be used for payment of individual property connection fees for utilities. When credit or refunds of District are used to pay sewer fees to the County, the entire cost thereof shall be specially assessed against the properties served or benefited.

SECTION
VI.

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

SECTION

VII.

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

- A. County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in conformity with plans and specifications submitted by District and approved in writing by the County. . County shall have the right to collect applicable fees and charges for any connections to County's wastewater system
- B. District shall not permit any connection to any outfall sewer outside the boundaries of District, or to any sewer which drains onto said outfall, without prior written approval by County, according to any laws, rules or regulation that may be applicable.
- C. The portion of the wastewater sewer system within the boundaries of the District shall remain the property of the District, and shall be maintained in good working order by District to adequately serve all users of said wastewater sewer system.
- D. District shall not charge any property within the jurisdiction of County, or owner of such property which is within the jurisdiction of County, for any connection approved by County.
- E. At all times all wastewater from and through said District into County's wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of County as now existing and as from time to time amended.
- F. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of County. Said permit shall be obtained on the same terms, conditions, and requirements of County and for the applicable permit fee of County for connection to the wastewater sewer system within the zoning jurisdiction of County. It being expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County.
- G. Notwithstanding any other provision of this Agreement, County retains the right to disconnect the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- H. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or

violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.

- I. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.
- J. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of County; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of County.

SECTION VIII.

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Except as may otherwise be agreed to by the County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. At the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.
- C. Prior to commencement of the construction of improvements, District shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office for all sanitary, water, and storm sewer lines as determined by County's engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.

D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:

1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
2. A plat of the area to be assessed; and
3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a. The amount as paid to the contractor;
 - b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
 - c. A special itemization of all costs of District not itemized in a. or b. above;
 - d. Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
 - e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and
 - f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;

E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.

F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.

G. If the Development Area is situated within the Future Growth and Development area of municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such act to which the County may be a party.

SECTION
IX.

Developer, District and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, hereinafter "Watershed Partnership Agreement" as from time to time amended. The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the Parties recognize the County's right to collect Watershed Fees at the time of the issuance of a building permit. County shall collect said Watershed Fees in accordance with the County's existing Watershed Fee Schedule at the time of the building permit application.

SECTION X.

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

SECTION
XI.

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

SECTION
XII.

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

SECTION
XIII.

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

SECTION
XIV.

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

SECTION
XV.

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

SECTION
XVI.

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

For Developer:
Damm Land, LLC
10064 South 134th Street
Omaha, NE 68138

For Sanitary and Improvement District:
SID 306
10064 South 134th Street
Omaha, NE 68138

With a Copy To:
Jeffrey B. Farnham
FARNHAM & SIMPSON, PC, LLO
220 N. 89th Street, Suite 201
Omaha, NE 68114

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

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Dr.
Papillion, NE 68046

SECTION
XVII.

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

SECTION
XVIII.

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

SECTION
XIX.

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

SECTION
XX.

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

SECTION
XXI.

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

SECTION
XXII.

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

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

Executed by Sarpy County this ___ day of _____, 2015.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

Executed by District this ____ day of _____, 2015.

SANITARY & IMPROVEMENT DISTRICT
No.306 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

Executed by Developer this ____ day of _____, 2015.

Developer:
DAMMM LAND, LLC

Managing Member

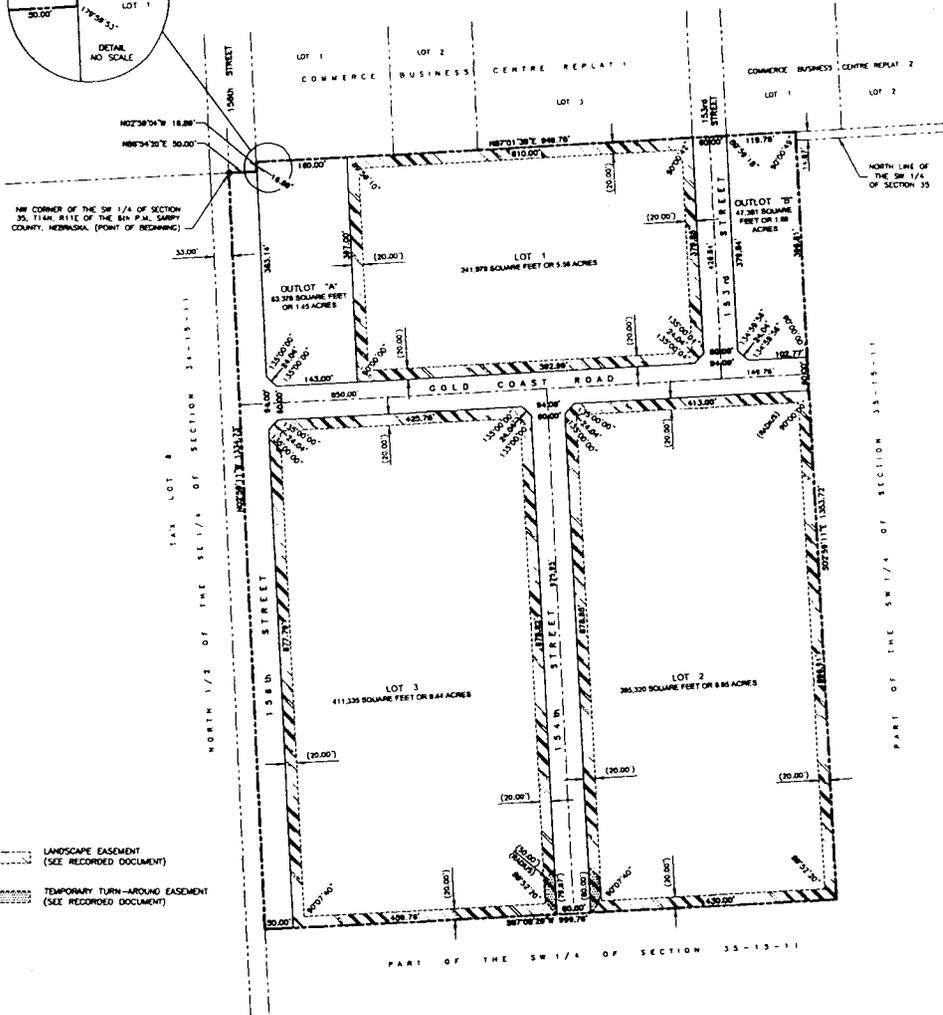
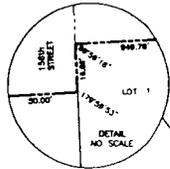
KRAMBECK INDUSTRIAL PARK

LOTS 1, 2, 3 AND OUTLOTS "A" AND "B"

BEING A PLATTING OF TAX LOT 8 IN THE NW 1/4 OF THE SW 1/4 OF SECTION 35, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 35.

NOTES:

- THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO 158th STREET FROM LOT 3 AND OUTLOT "A".
- DIMENSIONS AND ANGLES SHOWN IN PARENTHESES PERTAIN TO EASEMENTS.



- LANDSCAPE EASEMENT (SEE RECORDED DOCUMENT)
- TEMPORARY TURN-AROUND EASEMENT (SEE RECORDED DOCUMENT)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID SUBDIVISION AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION ONCE THE DRAWING HAS BEEN COMPLETED. SAID SUBDIVISION TO BE KNOWN AS KRAMBECK INDUSTRIAL PARK, LOTS 1, 2, 3 AND OUTLOTS "A" AND "B" BEING A PLATTING OF TAX LOT 8 IN THE NW 1/4 OF THE SW 1/4 OF SECTION 35, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 35, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 35:

THENCE N86°34'20"E (ASSUMED BEARING) 50.00 FEET ON THE NORTH LINE OF SAID SW 1/4 TO THE EAST LINE OF 158TH STREET;

THENCE N02°59'24"W 118.89 FEET ON THE EAST LINE OF 158TH STREET TO THE SW CORNER OF LOT 1, COMMERCE BUSINESS CENTRE REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE N87°01'30"E 849.78 FEET ON THE SOUTH LINES OF LOTS 1, 2 AND 3, SAID COMMERCE BUSINESS CENTRE REPLAT 1 AND ON THE SOUTH LINE OF LOT 1, COMMERCE BUSINESS CENTRE REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE SAID TAX LOT 8;

THENCE S02°09'11"E 1333.72 FEET ON THE EAST LINE OF SAID TAX LOT 8 AND ITS EXTENSION TO THE SE CORNER THEREOF; SAID CORNER BEING ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 35;

THENCE S87°08'29"W 999.76 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35 AND ON THE SOUTH LINE OF SAID TAX LOT 8 TO THE SW CORNER THEREOF; SAID CORNER BEING ON THE WEST LINE OF SAID NW 1/4;

THENCE N02°59'11"W 1334.22 FEET ON THE WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 35 AND ON THE WEST LINE OF SAID TAX LOT 8 TO THE POINT OF BEGINNING.

JANUARY 25, 2015
DATE:

DEDICATION

I KNOW ALL MEN BY THESE PRESENTS THAT WE, DANNAM LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO STREETS, ALLEYS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS KRAMBECK INDUSTRIAL PARK, AND WE DO HEREBY AFFIRM AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AS SHOWN ON THIS PLAT AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE DANNAM PUBLIC POWER DISTRICT, CENTURYLINK CO AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SURVEYED, THEIR SUCCESSORS AND DESIGNEES TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSINGS, COWS, CUTS AND ARCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSPORTATION OF SIGNALS AND SIGNALS OF ALL KINDS AND THE RECEPTION THEREOF INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16) FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16) FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES, NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT RIGHTS, BUT THE SAME MAY BE USED FOR GARDENS, SWALES, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

DANNAM LAND, LLC
A NEBRASKA LIMITED LIABILITY COMPANY
BY: TAMARA MEYERS, MEMBER

ACKNOWLEDGEMENT OF NOTARY

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 BY TAMARA MEYERS, MEMBER OF DANNAM LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2015.

SARPY COUNTY TREASURER

APPROVAL OF THE SARPY COUNTY BOARD OF COMMISSIONERS

THIS PLAT OF KRAMBECK INDUSTRIAL PARK WAS APPROVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2015.

COUNTY CLERK

CHAIRMAN, SARPY COUNTY BOARD OF COMMISSIONERS

APPROVAL OF THE SARPY COUNTY PLANNING COMMISSION

THIS PLAT OF KRAMBECK INDUSTRIAL PARK WAS APPROVED BY THE SARPY COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 2015.

CHAIRMAN, SARPY COUNTY PLANNING COMMISSION

APPROVAL OF THE SARPY COUNTY PLANNING DIRECTOR

THIS PLAT OF KRAMBECK INDUSTRIAL PARK WAS APPROVED BY THE SARPY COUNTY PLANNING DIRECTOR THIS _____ DAY OF _____, 2015.

SARPY COUNTY PLANNING DIRECTOR

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF KRAMBECK INDUSTRIAL PARK WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2015.

COUNTY SURVEYOR/ENGINEER



Thompson, Greenlee & Dorner, Inc.
10838 Oak Hill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5868
td2co.com



KRAMBECK INDUSTRIAL PARK
LOTS 1, 2, 3 AND OUTLOTS "A" AND "B"



No.	Description	MM-DD-YY

Job No.: A179-119A
Drawn By: RJR
Reviewed By: JOW
Date: JANUARY 25, 2015
Book:
Page:

SARPY COUNTY
FINAL PLAT

EXHIBIT A

**AGENDA FOR SID #306
BOARD OF TRUSTEES MEETING
11:00 A.M., WEDNESDAY APRIL 29, 2015
10064 SOUTH 134th STREET
OMAHA, NEBRASKA**

I. Call to Order - Opening of the Meeting by the Chairman.

Advise members of the public that:

- A. One copy of all reproducible written material to be discussed at this meeting is available for examination or copying.
- B. One current copy of the Open Meetings Act is posted in the meeting room.

II. Roll Call.

III. Public Comments on Agenda Items.

IV. New Business

- A. Nomination and election of Chairman and Clerk.
- B. Appointment of engineers, attorneys and accountants for the District.
- C. Approval of Financing Agreement between the District and D.A. Davidson & Co.; acknowledge receipt of disclosure letter.
- D. Authorization to prepare and file statement of District with Sarpy County authorities
- E. Consideration and setting of hearing date and publication re: Resolution of Advisability and Necessity and Notice to Contractors for the project entitled Sanitary Sewer – Section I
- F. Consideration and setting of hearing date and publication re: Resolution of Advisability and Necessity to authorize the Chairman and Clerk to execute a Subdivision Agreement with Sarpy County, Nebraska on behalf of the District.

VII. Future Agenda Items/Board Calendar

VIII. Public Comments on Non-Agenda Items

IX. Adjournment