

LAW OFFICE  
**FARNHAM & SIMPSON P.C., L.L.O.**  
220 NORTH 89TH STREET, SUITE 201  
OMAHA, NEBRASKA 68114  
TELEPHONE (402) 393-2555  
FACSIMILE (402) 393-2909

JEFFREY B. FARNHAM  
DIRECT (402) 934-5577  
jbf@farnhamandsimpsonlaw.com

ANDREW W. SIMPSON  
DIRECT (402) 934-5575  
andy@farnhamandsimpsonlaw.com

ANDREA M. GRIFFIN†  
DIRECT (402) 934-5588  
andrea@farnhamandsimpsonlaw.com  
†ALSO ADMITTED IN IOWA

October 23, 2015

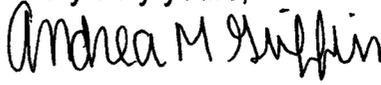
County Clerk  
SARPY COUNTY, NEBRASKA  
1210 Golden Gate Drive, Suite 1118  
Papillion, NE 68046

RE: SID No. 306 of Sarpy County, Nebraska

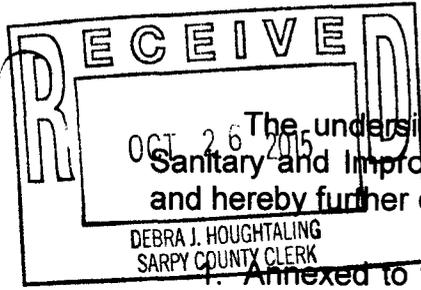
Dear Ms. Houghtaling:

Enclosed please find a copy of the minutes from the meeting held on Wednesday, October 9, 2015 for 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,  
  
Andréa M. Griffin

Enclosure



## CERTIFICATE

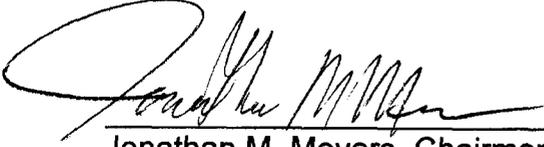
The undersigned hereby certify that they are they Chairman and the Clerk of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

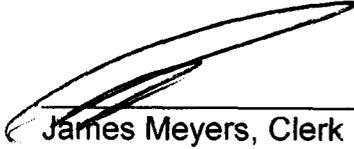
DEBRA J. HOUGHTALING  
SARP COUNTY CLERK

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 9<sup>th</sup> day of October, 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 OCTOBER 9, 2015 AT  
10064 SOUTH 134<sup>th</sup> 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 October 9, 2015 at 10064 South 134<sup>th</sup> Street, Omaha, Nebraska.

Present at the meeting were Trustees Jonathan M. Meyers, James Meyers, Tamara Meyers-Draeger, 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 September 30, 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.

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.

The Chairman then stated that a copy of the Nebraska Open Meetings Act was available for review and inspection and stated the location of said copy in the room in which such meeting was held.

The Chairman then presented a copy of a Resolution passed by the Sarpy County Board of Commissioners on the 29<sup>th</sup> day of September, 2015 wherein the plans and specifications for the District's project known as Paving and Storm Sewer – Section 1 were approved. The Clerk was directed to attach a copy of such Resolution and attachments to these minutes.

The Chairman then presented an Interlocal Cooperation Agreement with Sarpy County, Nebraska relating to the construction of paving and storm sewer improvements

in a portion of 156<sup>th</sup> Street adjacent to the District on the west. The Chairman also presented a Resolution passed by the Sarpy County Board of Commissioners on October 6, 2015 approving and adopting the Interlocal Cooperation Agreement. The Clerk was directed to attach a copy of such Resolution and such Interlocal Cooperation Agreement to these minutes. The District's attorney stated that the total cost of the paving and storm sewer improvements located in 156<sup>th</sup> Street was included in the total cost set forth in the Resolution of Advisability and Necessity for Paving and Storm Sewer – Section 1, which was proposed at the May 13, 2015 meeting of the Board of Trustees and passed at the June 10, 2015 meeting of the Board of Trustees. The District's attorney stated that he had been working with the Sarpy County Attorney's office on the Interlocal Cooperation Agreement and that agreement had been reached on the terms of the Agreement, that the Board had informally approved the terms of the Agreement and the Chairman's execution thereof on October 6, 2015, and that the Board now needed to propose and consider a Resolution approving and ratifying the terms of the Agreement and the Chairman's execution thereof.

After discussion, 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 terms of the Interlocal Cooperation Agreement dated October 6, 2015 with Sarpy County, Nebraska are hereby approved and ratified and that the Chairman's execution of such Interlocal Cooperation Agreement on behalf of the District on October 6, 2015 is hereby approved and ratified.

The Chairman then presented a recommendation from Thompson, Dreessen & Dorner, Inc. that the District pay DAMMM Land, LLC the sum of \$94,250.00 for the acquisition of Outlot A, Krambeck Industrial Park, for the construction of permanent post-construction stormwater management features, together with an estimate of the total cost of such acquisition prepared by said engineers, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the amount of \$113,100.00. The District's attorney advised the Board that Sarpy County, Nebraska had approved the acquisition of Outlot A by the District pursuant to the terms of Section IV, L of the Subdivision Agreement dated June 4, 2015

with Sarpy County, Nebraska, which Subdivision Agreement was authorized and approved by the Sarpy County Board on May 19, 2015. The Chairman stated that a copy of the signed Subdivision Agreement, along with a copy of the Sarpy County Board Resolution approving such Agreement, should be attached to the minutes of this meeting. The District's attorney further advised the Board that the cost of constructing the stormwater management features within the District was included within the total cost of the District's project known as Paving and Storm Sewer Section I, which project was approved by the passage of a Resolution of Necessity on June 10, 2015.

The Chairman noted that the purchase price for Outlet A was arrived at by using the same per acre price that DAMMM Land, LLC. paid to purchase the entire tract of land constituting Krambeck Industrial Park prior to development; the per acre price of \$65,000.00 paid by DAMMM Land, LLC. is evidenced by the first page of the Purchase Agreement, along with an Assignment of Purchase Agreement, attached to these minutes. Outlot A is 1.45 acres and the purchase price was determined by multiplying 1.45 acres by \$65,000.00 per acre. The District's attorney noted that on May 27, 2015 the Board passed a Resolution of Necessity for the District to enter into the Subdivision Agreement with Sarpy County but that the Resolution did not specifically state the amount of the purchase price for Outlot A and that in his opinion a separate Resolution of Necessity should be proposed and considered dealing specifically with the purchase of Outlot A.

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 Acquisition of Outlot A shall be held at 10064 South 134<sup>th</sup> Street, Omaha, Nebraska at 11:00 a.m. on October 28, 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 October 14, 2015 and October 21, 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 then presented a copy of a Certificate of Completion wherein Thompson, Dreessen & Dorner, Inc., the District's engineer, certifies that Anchor Construction Co. has completed the construction of the project known as Sanitary Sewer – Section 1 in substantial compliance with the plans and specifications. The Clerk was directed to attach a copy of such Certificate of Completion to these minutes.

There was next presented Payment Recommendation No. 3 from Thompson, Dreessen & Dorner, Inc. recommending payment to Anchor Construction Co. in connection with the project known as Sanitary Sewer – Section 1, in the amount of Ten Thousand Four Hundred Seventy Eight and 71/100 Dollars (\$10,478.71). The Clerk was directed to attach a copy of such Payment Recommendation No. 3 to these minutes. The Chairman recommended the issuance of a warrant for such amount to Anchor Construction Co. The Chairman noted that the Resolution of Advisability and Necessity for Sanitary Sewer – Section 1 was passed and approved by the Board on May 27, 2015.

There was next presented Invoice No. 306-03 from Farnham & Simpson, PC, LLO for legal services in connection with the payment of Sanitary Sewer – Section 1 Payment Recommendation No. 3 in the total amount of Five Hundred Twenty Three and 94/100 Dollars (\$523.94). The Clerk was directed to attach a copy of such Invoice to

these minutes. The Chairman recommended the issuance of a warrant for such amount to Farnham & Simpson, PC, LLO. The Chairman noted that the Resolution of Advisability and Necessity for Sanitary Sewer – Section 1 was passed and approved by the Board on May 27, 2015.

The Clerk next directed the attention of the Board of Trustees to the fact that D.A. Davidson & Co. will place Eleven Thousand Two and 64/100 Dollars (\$11,002.65) in warrants at this time and that the contracted charge for such placement of warrants is five percent (5%) or Five Hundred Fifty and 13/100 Dollars (\$550.13) in accordance with the financing agreement previously adopted by the Board. The Chairman recommended the issuance of a warrant for such amount to D.A. Davidson & Co.

The previously described bills, invoices, recommendations and statements having been presented for the Board's consideration and after review and discussion of such items, the following Resolution was duly moved and passed:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 112-115 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the Construction Fund of the District and to draw interest at the date of seven percent (7%) per annum (interest to be payable on February 10 of each year) and to be redeemed no later than October 9, 2020, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to wit:

Warrant No. 112 for the amount of Ten Thousand Dollars (\$10,000.00) and Warrant No. 113 for the amount of Four Hundred Seventy Eight and 71/100 Dollars (\$478.71), payable to Anchor Construction Co. pursuant to Payment Recommendation No. 3 in connection with the project known as Sanitary Sewer – Section 1.

Warrant No. 114 for the amount of Five Hundred Twenty Three and 94/100 Dollars (\$523.94) payable to Farnham & Simpson, PC, LLO in payment of Invoice No. 306-03 for legal services in connection with Sanitary Sewer – Section 1.

Warrant No. 115 for the amount of Five Hundred Fifty and 13/100 Dollars (\$550.13) payable to D.A. Davidson & Co. for

the placement and/or sale of Construction Fund warrants issued at this meeting.

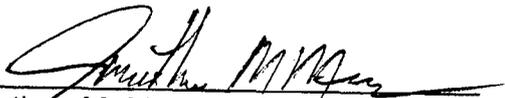
FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, and warrant and agree that (a) the facilities for which the above Warrants are issued are for essential government functions and are designed to serve members of the general public on an equal basis; (b) there are no persons with rights to use said facilities other than as members of the general public; (c) ownership and operation of said facilities is within the District or another political subdivision; (d) none of the proceeds of the Warrants will be loaned to any person and to the extent that special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specifically benefited by such facilities in the District; (e) the development of the land in the District is for residential or commercial use; (f) the development of the land in the District for sale and occupation by the general public is proceeding with reasonable speed; and (g) the District hereby authorized and directs the Chairman or Clerk to file, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code pertaining to the above Warrants.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of \$5,000,000.00 during the calendar year in which the above Warrants are to be issued.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that this and the preceding Resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the lesser of: (a) ten percent (10%) of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) one hundred twenty-five percent (125%) of average annual debt service due on the above Warrants will be expended for payment of principal and interest on the above Warrants within thirteen (13) months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended on payment of principal and interest on the above Warrants within thirteen (13) months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.
2. To the best of their knowledge, information and belief, the above expectations are reasonable.
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.
4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

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

  
Jonathan M. Meyers, Chairman

  
James Meyers, Clerk

**FARNHAM & SIMPSON, PC, LLO  
220 N. 89<sup>th</sup> 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 11:00 a.m. on October 28, 2015 at 10064 South 134<sup>th</sup> 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 134<sup>th</sup> Street, Omaha, Nebraska and includes general business of the District and 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 pay to DAMMM LAND, LLC the amount of \$94,250.00 for the acquisition of Outlot A, Krambeck Industrial Park, in order to construct permanent post-construction stormwater management features, per Section IV, L of the Subdivision Agreement with Sarpy County, Nebraska dated June 4, 2015. The estimated total cost related to the Acquisition of Outlot A is \$113,100.00 which includes legal fees, engineering fees, warrant fees, interest and other miscellaneous costs.

To pay the costs related to the Acquisition of Outlot A the Board of Trustees shall have the power to issue negotiable bonds of the District after the acquisition of Outlot A has been completed; 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 costs related to the payment of the Sanitary Sewer connection fees upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such connection fees and the related 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.

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.

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.

**EXHIBIT "A"**

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

Publication Dates:  
October 14 and October 21, 2015  
(Papillion Times)

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



**ACKNOWLEDGEMENT OF RECEIPT  
OF  
NOTICE OF MEETING**

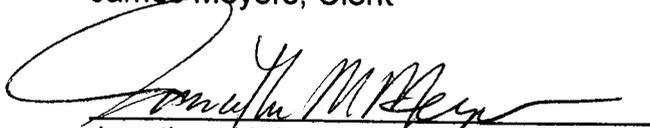
The undersigned Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 11:00 a.m. on October 9, 2015 at 10064 South 134<sup>th</sup> Street, Omaha, Nebraska.

DATED this 9<sup>th</sup> day of October, 2015.



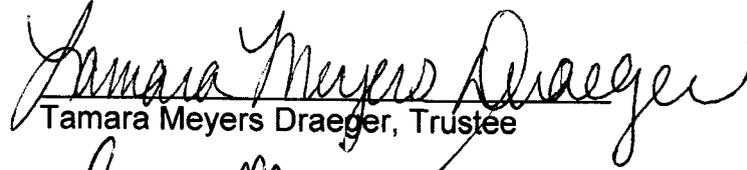
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James Meyers, Clerk



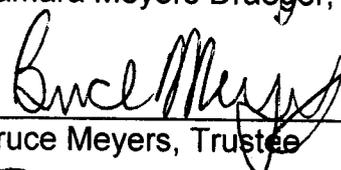
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Jonathan M. Meyers, Chairman



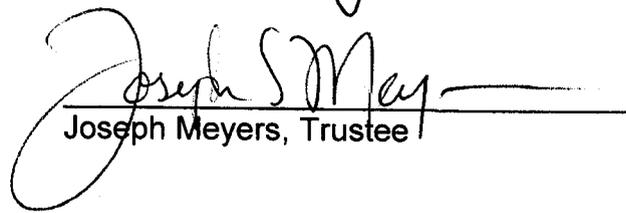
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Tamara Meyers Draeger, Trustee



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Bruce Meyers, Trustee



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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 September 30, 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 9<sup>th</sup> day of October, 2015.



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James Meyers, Clerk

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

**RESOLUTION TO APPROVE PAVING AND STORM SEWER – SECTION 1  
INTERIOR TO SID BOUNDARY FOR SID 306, KRAMBECK INDUSTRIAL PARK**

WHEREAS, Sanitary and Improvement District No. 306, Krambeck Industrial Park, of Sarpy County, Nebraska, hereinafter SID 306, has submitted plans and specifications to Sarpy County Public Works for certain public improvements, namely Paving and Storm Sewer – Section 1, to SID 306;

WHEREAS, SID 306 has requested said plans and specifications for public improvements pursuant to Neb. Rev. Stat. § 39-1402 (Reissue 2008); and,

WHEREAS, the Sarpy County Public Works Department, by written correspondence dated September 25, 2015, which correspondence is attached herewith and incorporated herein by reference as Exhibit “A”, has evaluated the proposed plans and specifications and hereby recommends approval of all improvements occurring within the SID boundary;

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the plans and specifications for the pavement and storm sewer improvements occurring interior to the boundary of SID 306 as submitted to the Sarpy County Public Works Department are hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 29th day of September, 2015.

Attest

SEAL



[Signature]  
Sarpy County Board Chairman vice

[Signature]  
County Clerk



## SARPY COUNTY

Dennis L. Wilson, P.E., PhD  
Sarpy County Engineer

**PUBLIC WORKS DEPARTMENT**  
15100 South 84th Street • Papillion, NE 68046-2895  
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

### MEMORANDUM

TO: Sarpy County Board of Commissioners

FROM: Patrick M. Dowse, P.E., Engineering Manager *PMD*

DATE: September 25, 2015

SUBJECT: Resolution to Approve Paving and Storm Sewer – Section 1, Public Improvements for SID 306

The Public Works department has reviewed the plans and specifications for Paving and Storm Sewer – Section 1, Public Improvements for SID 306. In addition to the plans and specifications, the following statements are understood about the project:

- a) The SID 306 Engineer has produced plans and specifications for the aforementioned public improvements and is the engineer of record for the project.
- b) SID 306 will pay for 100% of the construction costs for the Interior portions of the project. An interlocal agreement will be created to identify financial responsibilities for improving South 156<sup>th</sup> Street, a County road (exterior improvements). Exterior improvements have been reviewed and are acceptable but Public Works recommends executing the interlocal agreement prior to approving the exterior improvements.

The Public Works department recommends that the pending resolution regarding the interior improvements be approved by the County Board. The department recommends approval of the exterior improvements once an interlocal agreement is fully executed.

If you have any questions, please contact me at 402-537-6917.



## SARPY COUNTY

Dennis L. Wilson, P.E., PhD  
Sarpy County Engineer

**PUBLIC WORKS DEPARTMENT**  
15100 South 84th Street • Papillion, NE 68046-2895  
Phone (402) 537-6900 • FAX (402) 537-6955 • [www.sarpy.com](http://www.sarpy.com)

September 25, 2015

Mr. Bradley P. Huyck, P.E.  
Thompson, Dreessen, and Dornier  
10836 Old Mill Road  
Omaha, NE 68154

RE: SID No. 306 of Sarpy County, Nebraska  
Paving and Storm Sewer - Section 1

Mr. Huyck:

Sarpy County Public Works has reviewed the plans for the above referenced project for SID No. 306 of Sarpy County. Our review indicates that the plans, if followed, will meet the minimum standard requirements as specified in the 2003 3<sup>rd</sup> Edition of the City of Omaha Standard Specifications for Public Works Construction, which is acceptable to the Sarpy County Public Works Department. Public Works will recommend approval of the project to the Sarpy County Board of Commissioners.

If you find it necessary to revise the proposed design, please submit changes for our further consideration.

Sincerely,

Patrick M. Dowse, P.E.  
Engineering Manager  
Sarpy County Public Works

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE  
INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY  
AND SANITARY AND IMPROVEMENT DISTRICT 306 (Krambeck Industrial Park)  
FOR ROAD IMPROVEMENTS TO 156<sup>th</sup> STREET  
(156<sup>th</sup> Street south of Cooper Street to approximately 147 feet south of the intersection of  
156<sup>th</sup> Street and Gold Coast Road)**

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

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

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402; and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, *et seq.*, an Interlocal Cooperation Act Agreement has been proposed between the Sanitary and Improvement District 306 and Sarpy County for allocation of the cost of certain road improvements to portions of 156<sup>th</sup> Street as further outlined in said Agreement; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska and they in addition to the County Public Works Director (or his designee) are authorized to take such other actions as may be necessary under the terms of said Agreement.

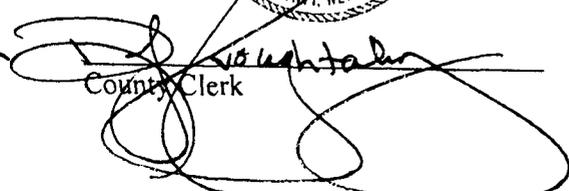
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 6<sup>th</sup> day of October, 2015.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

**INTERLOCAL COOPERATION AGREEMENT**  
(156<sup>th</sup> Street Improvements – Phase 1)

This Agreement is made as of the dates indicated at the signatures below by and between Sanitary and Improvement District Number 306 of Sarpy County, Nebraska (hereinafter "DISTRICT"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, District, and County are hereinafter sometimes referred to as the "Parties".

**PRELIMINARY STATEMENT**

The County is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

District is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decree of the District Court of Sarpy County, Nebraska.

District is presently undertaking the development of real property legally described as Krambeck Industrial Park which abuts the east side of 156<sup>th</sup> Street in Sarpy County, Nebraska.

In order to promote the health, safety, and welfare of the residents of all of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Section 13-801, et. seq., Sarpy County and DISTRICT are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to the County and District to improve at this time, pursuant to this Agreement, a portion of 156<sup>th</sup> Street beginning at the end of the existing pavement on 156<sup>th</sup> Street to approximately 147 feet south past the intersection of 156<sup>th</sup> Street and Gold Coast Road as detailed within the 156<sup>th</sup> Street Paving Plan and Profile (Phase 1 Paving Plan) attached hereto as Exhibit "A" and incorporated herein by this reference. Such improvements shall include, without limitation, relocation of utilities, storm sewers and other drainage facilities, paving and related improvements, and a five foot sidewalk installed no later than July 1, 2016 hereinafter referred to as the "Phase 1 Improvements". Said Phase 1 Improvements are generally described within the "Phase 1 Improvements Estimated Construction Cost", a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, hereinafter referred to as the "Construction Costs". Said attachments are intended to show only a basic description of the work and the costs presently estimated and may be revised from time to time.

The timing of the construction of improvements to the remaining portion of 156<sup>th</sup> Street abutting Krambeck Industrial Park (Phase 2 Improvements) shall be at the County's discretion, dependent upon project priority and funding.

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

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.
2. Plans and Design. District will contract with, registered engineers in the State of Nebraska (Engineering Contractor), for the preparation of plans and specifications for the construction of the Phase 1 Improvements with District as the lead agency. As the Lead Agency, District shall have control and responsibility for the construction of the Phase 1 Improvements. The final plans and specifications for the Phase 1 Improvements shall be subject to approval by County, which approval shall not be unreasonably withheld, conditioned or delayed. Construction administration, construction management, staking and the public bidding of the improvements set forth in the Improvement Plan shall be the performed by District.

The timing of the construction of the remaining unpaved portion of 156<sup>th</sup> Street which abuts the Krambeck Industrial Park (Phase 2 Improvements) shall be at the County's discretion. District and County will enter into an additional interlocal agreement regarding the Phase 2 Improvements.

3. Construction. Subject to the conditions and provisions hereinafter specified, District agrees to cause the Phase 1 Improvements to be constructed in accordance with the final plans and specifications approved by the Parties hereto in accordance with Paragraph 2, above. During the course of the construction of the Phase 1 Improvements, County may at any time cause inspection of the work to insure compliance with the final plans and specifications. District shall also construct a five foot sidewalk installed no later than July 1, 2016. The Parties hereto agree that County will own, operate and, at its cost, maintain all of the Phase 1 Improvements constructed or installed within the right-of-way upon completion, except that District shall be responsible for sidewalk maintenance and upkeep.

All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest and best bid as determined pursuant to formal bidding requirements as provided by law and as thereafter approved by the parties.

All contractors performing work on the Phase 1 Improvements pursuant to this Agreement shall furnish a performance bond to the Lead Agency, which shall remain in

full force and effect and until acceptance of the construction and which, in part, shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law.

All contracts with third parties pertaining to the construction of Phase 1 Improvements shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Lead Agency's engineers for final payment upon completion and certification by the Parties.

4. Payment of Construction Costs. The estimated costs for the Phase 1 Improvements are as shown on the attached Exhibit "B". Payment for the actual costs of the Phase 1 Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement. District shall be responsible for 100% of the cost of a five foot sidewalk adjacent to the Phase 1 Improvements. District shall be responsible for 33% of the total cost of the Phase 1 Improvements. County shall be responsible for 33% of the total cost of the Phase 1 Improvements. District shall bill County for County's share of the total cost of the Phase 1 Improvements and County shall pay within thirty (30) days after receipt of such statement. County's share of the total cost of the Phase 1 Improvements shall not include the costs associated with the sidewalk, attorney's fees, nor any financing or acquisition costs of financing. Upon the development of the land west of 156<sup>th</sup> Street and adjacent to these Phase 1 Improvements, County, to the best of County's ability and as a condition of development, will cause and require the developer to enter into a modified agreement with County to provide for the reimbursement by such developer or its assigns of 33% of the actual total costs certified by Thompson Dreessen and Dorner to pay for their prorata share of the Phase 1 Improvements, which total share paid by the developer shall include costs associated with the sidewalk (unless the developer is required to and does construct a sidewalk on the west side of 156<sup>th</sup> Street, in which case the District will not receive reimbursement from the developer for any portion of the cost of the sidewalk on the east side of 156<sup>th</sup> Street and the District shall not be required by the County, to the best of County's ability, to contribute to any portion of the cost of the sidewalk on the West side of 156<sup>th</sup> Street), engineering, attorney fees, publication costs, testing expenses, accounting, construction, costs of financing or acquiring financing incurred by any Party and any other fees and expenses related to the Phase I Improvements. This cost shall be reimbursed to District by developer and District shall bear this cost until the land west of 156<sup>th</sup> Street and adjacent to these Phase 1 Improvements is developed. County does not guarantee the reimbursement by developer.

After determination of the actual total costs certified by Thompson Dreessen and Dorner, District and the County will reconcile the amount paid by District so that the total amount paid by County is (33%) of the actual total costs of the Phase 1

Improvements. The actual total costs of the Phase 1 Improvements shall include engineering, publication costs, testing expenses, accounting, construction and related fees and expenses. The actual total costs of the Phase 1 Improvements paid by the County shall not include any costs of financing or acquiring financing incurred by any Party.

County and District shall enter into a separate interlocal agreement for the Phase 2 Improvements. District shall be responsible for 33% of the cost of the Phase 2 Improvements and 100% responsible for the five foot sidewalk construction and installation along District's 156<sup>th</sup> Street frontage.

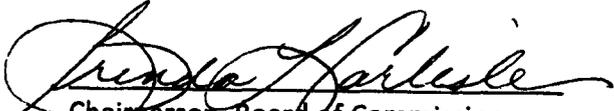
5. Purpose of Agreement: Timing of Work. It is the mutual desire and intention of the parties that Phase 1 of the improvements shall be commenced as soon as practicable. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner. The Phase 2 Improvements will be completed at such time as is mutually agreed upon by the Parties to this Agreement based upon the County's project priority and funding.
6. Records. The Engineering Contractor, as agent for District, shall maintain records of all Construction Costs incurred by District in connection with the Phase 1 Improvements, and County shall have the right to audit and review such records at any time to assure that such records are accurate.
7. Duration. This Agreement shall continue until such time as the Phase 1 Improvements have been completed, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.
8. Appointment of Administrators. District shall be the lead agency for this Agreement. The Sarpy County Engineer or his designee shall administer this Agreement on behalf of County, and Thompson, Dreessen and Dorner shall administer this Agreement on behalf of District.
9. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each Party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
10. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

11. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
12. Entire Agreement. This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all Parties.
13. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
14. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
15. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
16. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such 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 duplicate on the dates indicated with the signatures below.

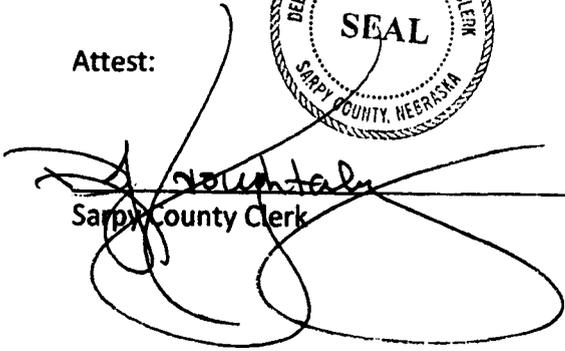
Executed by the County of Sarpy, Nebraska this 16th day of October, 2015

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

  
Chairperson, Board of Commissioners



Attest:

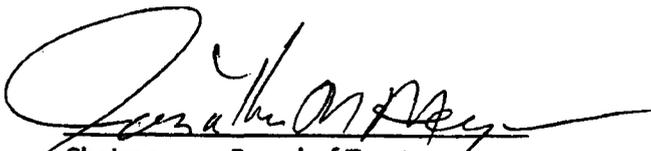
  
Sarpy County Clerk

Approved as to form:

  
Sarpy County Attorney

Executed by Sanitary and Improvement District 306 this 16th day of October, 2015.

SANITARY & IMPROVEMENT DISTRICT  
306 of Sarpy County, Nebraska

  
Chairperson, Board of Trustees

Attest:

  
Clerk, Board of Trustees



Exhibit B

Sanitary and Improvement District No.306 of Sarpy County, Nebraska  
 Krambeck Industrial Park  
 Paving and Storm Sewer - Section 1

Construction Cost of Phase 1 Improvements for 156th Street Paving and Associated Road Improvements

Contract Item	Description	Approx Quantity	Unit	Unit Price	Amount
4	Sawcut and Remove P.C.C. Pavement	60	SF	\$3.67	\$220.20
5	9" Uniform P.C.C. Pavement W/ Type "A" Integral Curb, In Place	1856	SY	\$39.80	\$73,868.80
6	Common Excavation, In Place	758	CY	\$3.78	\$2,865.24
7	15" I.D. R.C.P., Class III, With Bedding In Place	103	LF	\$56.74	\$5,844.22
8	18" I.D. R.C.P., Class III, With Bedding, In Place	89	LF	\$53.19	\$4,733.91
9	24" I.D. R.C.P., Class III, With Bedding, In Place	15	LF	\$91.91	\$1,378.65
10	30" I.D. R.C.P., Class III, With Bedding, In Place	139	LF	\$93.78	\$13,035.42
11	36" I.D. R.C.P., Class III, With Bedding, In Place	82	LF	\$20.98	\$1,720.36
13	Type I Curb Inlet, In Place	3	EA	\$4,097.50	\$12,292.50
14	Type III Curb Inlet, In Place	5	EA	\$3,575.00	\$17,875.00
21	Flex-a-Mat Erosion Control Mat, In Place	400	SF	\$9.90	\$3,960.00
25	N.D.O.R. Type "B" Permanent Seed Mix (Or Approved Equal), In Place	2700	SY	\$0.39	\$1,053.00
26	Tensar Erosion Control Mat SC-150 (Or Approved Equal), In Place	2700	SY	\$1.60	\$4,320.00
	54" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA	\$ 5,565.00	\$5,565.00
	54" I.D. R.C.P., Class III, With Bedding, In Place with couplers	98	LF	\$ 228.00	\$22,344.00
	54" I.D. Concrete Collar, In Place	1	EA	\$ 1,760.00	\$1,760.00
	96" I.D. Storm Sewer Manhole, In Place	11	VF	\$ 1,274.00	\$14,014.00
	Estimated Total Construction Cost				\$186,850.30
	Estimated Engineering Design, Staking, Testing, and Construction Observation				\$ 37,370.00
	Estimated Total Project				\$224,220.30

County's share of the total cost of the Phase 1 Improvements shall not include the costs associated with the sidewalk, attorney's fees, nor any financing or acquisition costs of financing.

September 29, 2015

Chairman and Board of Trustees  
Sanitary and Improvement District No. 306  
of Sarpy County, Nebraska  
c/o Mr. Jeffrey B. Farnham, Attorney  
Farnham & Simpson, PC, LLO  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, NE 68114

RE: Acquisition of Outlot "A", Krambeck Industrial Park  
TD2 File No. 1978-106.3

Board Members:

We recommend that the District pay DAMMM Land, LLC, \$94,250.00, for the acquisition of Outlot A, Krambeck Industrial Park, for the construction of permanent post-construction stormwater management features, per Section IV, L of the Subdivision Agreement. The estimated probable total cost is \$113,100.00 which includes 20% of the purchase price for the estimate of legal fees, engineering fees, warrant fees, and miscellaneous costs.

Please contact this office if you have any questions regarding this information.

Respectfully submitted,

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

CER/tjp

cc: DAMMM Land, LLC

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN**  
**SARPY COUNTY, DAMMM LAND, LLC, AND SANITARY AND IMPROVEMENT**  
**DISTRICT 306 FOR KRAMBECK INDUSTRIAL PARK, Lots 1 - 3 and Outlots A & B**

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

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

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

WHEREAS, the County of Sarpy, DAMMM LAND, LLC, and Sanitary and Improvement District 306, desire to enter into a Subdivision Agreement, a copy of which is attached hereto, which governs the development of Krambeck Industrial Park subdivision, lots 1 - 3 inclusive and Outlots A and B, and which complies with the Zoning Regulation of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Subdivision Agreement between the County of Sarpy, DAMMM LAND LLC, and Sanitary and Improvement District 306, is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Subdivision Agreement which is attached hereto and marked as Exhibit "A".

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

Attest

SEAL



*[Signature]*  
Sarpy County Board Chairman

*[Signature]*  
County Clerk

**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 156<sup>th</sup> Street along District's western frontage.
  2. District shall pay 100% of the cost of a five foot sidewalk along District's 156<sup>th</sup> Street frontage.
  3. The timing of the construction of 156<sup>th</sup> Street road improvements and sidewalk improvements shall be at the County's discretion, dependent upon project priority and funding.
  4. 156<sup>th</sup> 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 156<sup>th</sup> 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 156<sup>th</sup> 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 156<sup>th</sup> 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 156<sup>th</sup> 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 156<sup>th</sup> Street design and may be installed concurrently with the paving of 156<sup>th</sup> 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 156<sup>th</sup> 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 & Dörner, 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 134<sup>th</sup> Street  
Omaha, NE 68138

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

With a Copy To:  
Jeffrey B. Famham  
FARNHAM & SIMPSON, PC, LLO  
220 N. 89<sup>th</sup> 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.

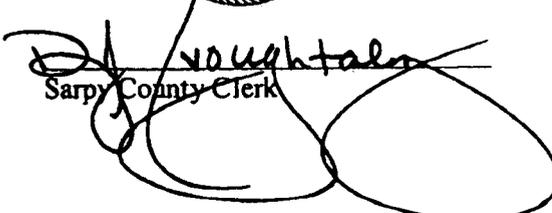
Executed by Sarpy County this 14<sup>th</sup> day of May, 2015.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

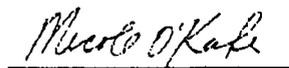
  
Chairperson, Board of Commissioners

Attest:



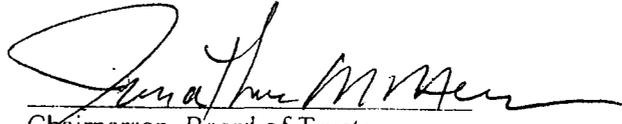
  
Sarpy County Clerk

Approved as to form:

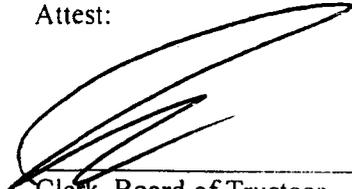
  
Sarpy County Attorney

Executed by District this 4~~th~~ day of June, 2015.

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

  
Chairperson, Board of Trustees

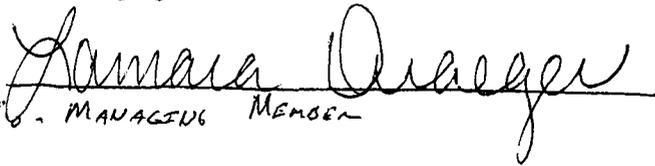
Attest:

  
Clerk, Board of Trustees

Executed by Developer this 4<sup>th</sup> day of June, 2015.

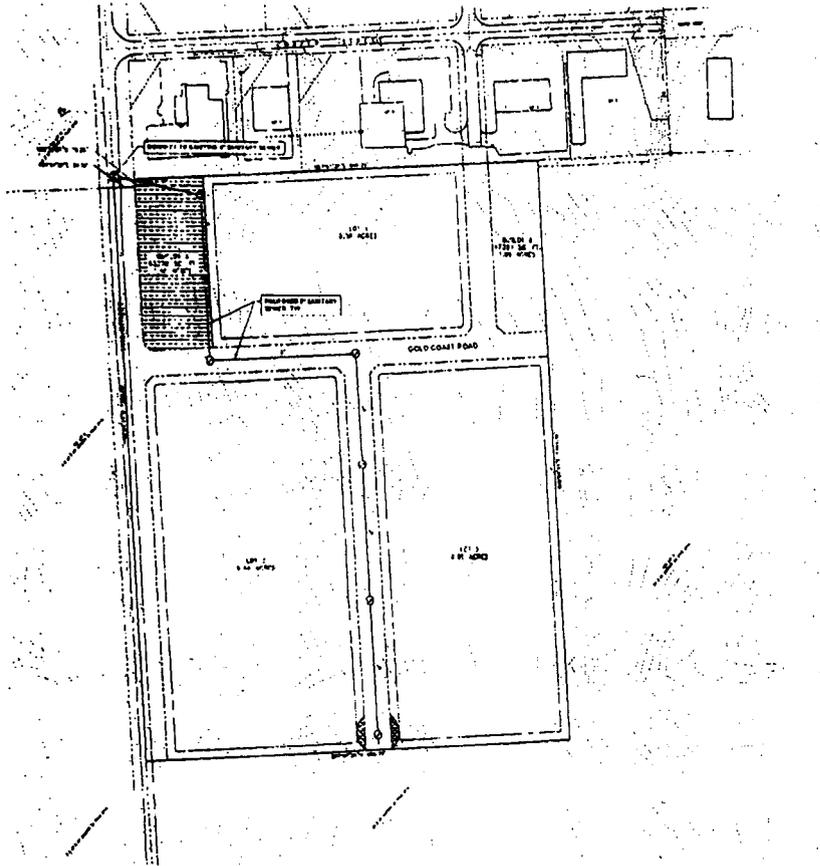
Developer:  
DAMMM LAND, LLC

  
Co-Managing Member

  
CO-MANAGING MEMBER



# KRAMBECK INDUSTRIAL PARK



**LEGEND**

- PROPOSED SEWER LINE
- SEWER AND MANHOLE ELEVATION



Telephone: (408) 887-7000 Fax: (408) 887-7001  
 10200 E. 1st Ave.  
 Chula Vista, CA 92017  
 www.td2.com

Krambeck Industrial Park

Cannonball Express, Inc.

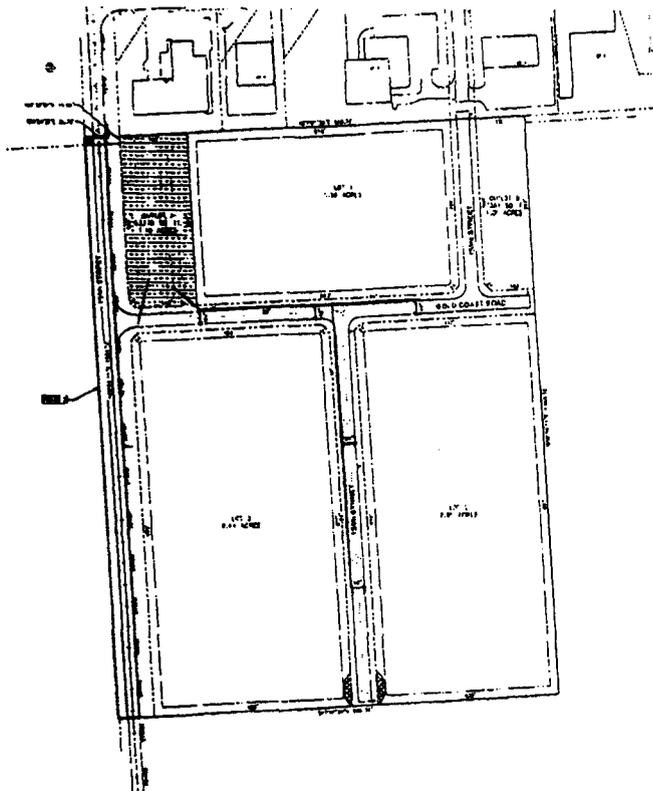
No.	Description	Proposed	Existing
1	Sanitary Sewer	1.00	0.00
2	Manhole	0.00	0.00
3	Other	0.00	0.00
4	Total	1.00	0.00

Drawn by: [Name] Checked by: [Name]  
 Date: 10/10/10 Date: 10/10/10

Sanitary Sewer Plan

Exhibit B

# KRAMBECK INDUSTRIAL PARK



**LEGEND**

[Symbol]	PROPOSED STORM SEWER
[Symbol]	PROPOSED SEWER AND STORM
[Symbol]	PROPOSED 18" PROPOSED
[Symbol]	PROPOSED CONCRETE
[Symbol]	PROPOSED ASPHALT



Thompson, Robinson & Barrett, Inc.  
11200 Co. Road No. 1  
Owens, MD 21124  
P-402.328.8900 www.td2.com

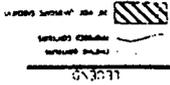
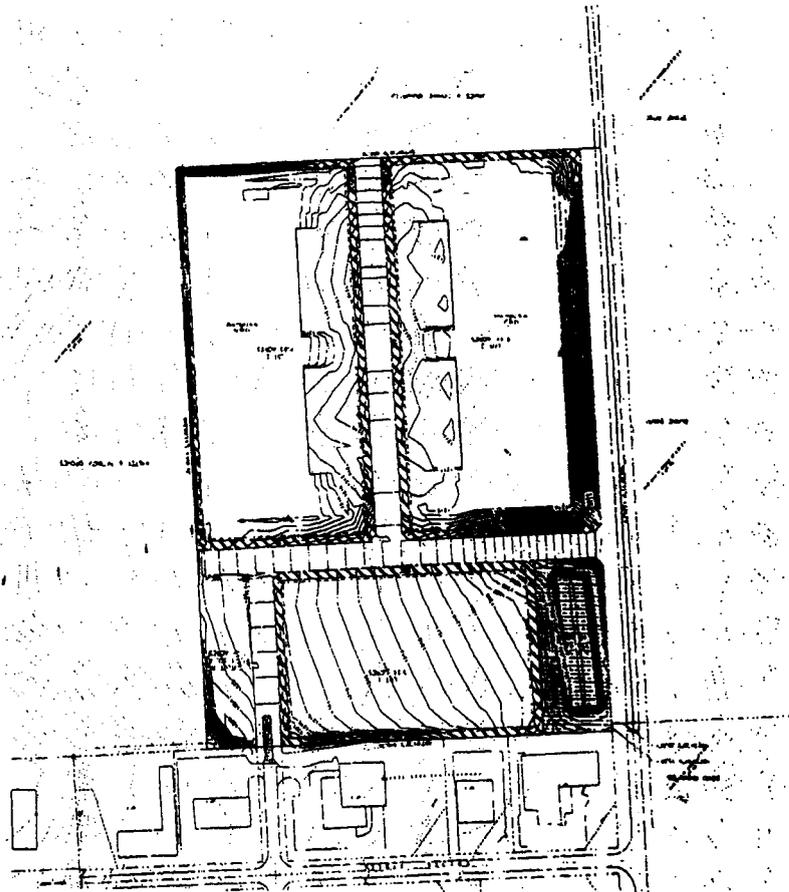
Krambeck Industrial  
Park

Cannonball  
Express, Inc.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/15/10
2	REVISED PLAN	11/15/10
3	REVISED PLAN	12/15/10
4	REVISED PLAN	01/15/11
5	REVISED PLAN	02/15/11
6	REVISED PLAN	03/15/11
7	REVISED PLAN	04/15/11
8	REVISED PLAN	05/15/11
9	REVISED PLAN	06/15/11
10	REVISED PLAN	07/15/11
11	REVISED PLAN	08/15/11
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# KRAMBECK INDUSTRIAL PARK



**NOTE**  
 LANDSCAPE SHALL BE DESIGNED TO  
 MAINTAIN EXISTING ELEVATION  
 AS MUCH AS POSSIBLE. ALL  
 NEW CONTOURS SHALL BE  
 2' TO 4' ABOVE FINISHED GRADE  
 AND SHALL BE MAINTAINED  
 AT ALL TIMES. ALL NEW  
 CONTOURS SHALL BE MAINTAINED  
 AT ALL TIMES.

12

Exhibit E

Landscape Plan

NO.	DESCRIPTION	DATE
1	PREPARED BY	
2	REVISIONS	
3	DATE	
4	BY	
5	FOR	
6	PROJECT NO.	
7	SHEET NO.	
8	TOTAL SHEETS	
9	SCALE	
10	DATE	
11	BY	
12	FOR	
13	PROJECT NO.	
14	SHEET NO.	
15	TOTAL SHEETS	
16	SCALE	
17	DATE	
18	BY	
19	FOR	
20	PROJECT NO.	
21	SHEET NO.	
22	TOTAL SHEETS	
23	SCALE	
24	DATE	
25	BY	
26	FOR	
27	PROJECT NO.	
28	SHEET NO.	
29	TOTAL SHEETS	
30	SCALE	
31	DATE	
32	BY	
33	FOR	
34	PROJECT NO.	
35	SHEET NO.	
36	TOTAL SHEETS	
37	SCALE	
38	DATE	
39	BY	
40	FOR	
41	PROJECT NO.	
42	SHEET NO.	
43	TOTAL SHEETS	
44	SCALE	
45	DATE	
46	BY	
47	FOR	
48	PROJECT NO.	
49	SHEET NO.	
50	TOTAL SHEETS	

Cannondale Express, Inc.

Krambeck Industrial Park

1500 24th St  
 Omaha, NE 68114  
 402.426.0000







## PURCHASE AGREEMENT

CANNONBALL EXPRESS, INC. ("Buyer") and RICHARD L. KRAMBECK and DONNA L. KRAMBECK (collectively "Seller"), hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real estate legally described on Exhibit "A" attached hereto, and containing approximately 29.991 acres, more or less, together with all rights appurtenant thereto (the "Property") for a sum ("Purchase Price") equal to the product obtained when (a) \$65,000.00, is multiplied by (b) the number of acres (including partial acres) of the Property, as determined by the Survey (as hereafter defined).
2. Within three (3) days after the date hereof, Buyer shall pay the sum of \$50,000.00 ("Deposit") to Title Company (as hereafter defined). In the event of a Closing (as hereafter defined), the Deposit shall be applied to the Purchase Price.
3. Seller represents and warrants to Buyer (which representations and warranties shall survive the Closing) as follows:
  - (a) Seller has the authority to enter into this Agreement and observe and perform all of its duties and obligations hereunder.
  - (b) To Seller's knowledge, Seller has good and marketable fee-simple title to the Property.
  - (c) Seller is the only person or entity in possession or occupancy of the Property, and the Property is not subject to any leases or occupancy agreements, other than occupants or leases that shall be terminated by Seller effective as of the Closing without cost to Buyer, other than Lesley Runge who has a farm lease through February 28, 2015. Seller shall give a notice of termination prior to September 1, 2014..
  - (d) If the Property is currently encumbered, the Purchase Price is sufficient to fully pay and discharge all such encumbrances.
  - (e) As the result of the closing and consummation of the purchase ("Closing"), the Property shall be transferred and conveyed to Buyer free and clear of all liens, claims, encumbrances, leases, occupancy agreements and parties in possession.
  - (f) There are no proceedings, actions, litigation, bankruptcy petitions, judgments, or claims of any nature whatsoever, against Seller or the Property pending before any government, regulatory authority, or any administrative forum.
  - (g) Seller has not engaged or otherwise dealt with any real estate broker or salesperson in connection with this Agreement other than n/a ("Broker"), and Seller shall be responsible for a n/a percent (\_\_\_%) commission to Broker pursuant to a separate agreement.
  - (h) To the best knowledge of Seller (i) no underground storage tanks, hazardous, toxic or other regulated substances, within the meaning of any applicable federal, state or local statute or regulation, are presently stored or otherwise located upon or within the Property, and no part of the Property is contaminated by any such substance, and (ii) the Property has never been used as a landfill.

Seller hereby indemnifies Buyer from and against any losses, damages, costs or expenses sustained, suffered or incurred by Buyer arising or resulting from any material untruth, inaccuracy or breach of the foregoing representations.

4. During the thirty (30) day period commencing with the date hereof ("Inspection Period"), Buyer shall have the right to enter onto the Property to conduct such inspections, reviews and investigations of the Property, including environmental assessments and soil tests, as Buyer shall determine necessary in its sole discretion ("Inspections"). Buyer may, at its option and by written notice to Seller, reduce the Inspection Period by one or more days. Buyer may terminate this Agreement at any time during the Inspection Period by written notice to Seller. In the event of such termination, the Deposit shall be returned to Buyer.
5. Within three (3) days of the date hereof, Buyer shall order an ALTA title insurance commitment ("Title Commitment"), including copies of all recorded documents, from TitleCore, LLC ("Title Company") and an ALTA/ACSM survey of the Property ("Survey") from a licensed surveyor selected by Buyer. Within fifteen (15) days after receipt of the Title Commitment and Survey, whichever occurs last, Buyer shall give written notice ("Objection Notice") to Seller of any matters disclosed in the Title Commitment or the Survey which Buyer finds objectionable in its sole discretion. Seller may, at its option, elect to correct and/or cure all such objectionable matters within fifteen (15) days after receipt of the Objection Notice ("Cure Period"). In the event Seller shall fail to correct and/or cure such matters, Buyer shall have the right to either waive such objections or terminate this Agreement, in which event the Deposit shall be returned to Buyer. The Property will be conveyed to Buyer at the Closing subject to any matters disclosed in the Title Commitment and Survey not objected to by Buyer, or if objected to, subsequently waived by

**Exhibit "A"**  
**LEGAL DESCRIPTION**

Tax Lot 8 and the irregular S 14.9 ft. of the W 999.76 ft of the Northwest Quarter in Section 35-14-11, Sarpy County, Nebraska  
(Parcel Nos. 011154969 and 011593082).

[SUBJECT TO CONFIRMATION BY THE TITLE COMMITMENT AND SURVEY]

ASSIGNMENT OF PURCHASE AGREEMENT

In consideration of the payment of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Cannonball Express, Inc. does hereby sell, assign and transfer all of its right, title and interest in a certain Purchase Agreement dated on or about August 27, 2014, by and between Cannonball Express, Inc., as Purchaser, and Richard L. Krambeck and Donna L. Krambeck, as Seller, (the "Agreement"), to DAMMM Land, LLC, a Nebraska limited liability company.

The Agreement is for the sale and purchase of property described as Tax Lot 8 and the irregular South 14.9 feet of the West 999.76 feet of the Northwest Quarter in Section 35.14.11, Sarpy County, Nebraska. .

In witness whereof, this Assignment was executed on the 19<sup>th</sup> day of MARCH, 2015.

CANNONBALL EXPRESS, INC., a Nebraska corporation

By: [Signature]

Its: V President

The undersigned hereby accepts the above Assignment and agrees to perform pursuant to the terms of the Purchase Agreement dated as of August 27, 2014, and all amendments, assignments and addendums.

DAMMM LAND, LLC, a Nebraska limited liability company

By: [Signature]

Its: MANAGER

October 7, 2015

Chairman and Board of Trustees  
Sanitary and Improvement District No. 306  
of Sarpy County, Nebraska  
c/o Mr. Jeffrey B. Farnham, Attorney  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, Nebraska 68114

RE: Krambeck Industrial Park Sanitary Sewer – Section 1  
TD<sup>2</sup> File No. 1978-101.29

**CERTIFICATE OF COMPLETION**

Board Members:

We hereby certify that Anchor Construction Co. has completed the construction of the above-referenced project in substantial compliance with the plans and specifications.

The work was satisfactorily performed and final payment is recommended.

Submitted by,



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

CER/tjp

cc: Anchor Construction Co.

**FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR KRAMBECK INDUSTRIAL PARK SANITARY SEWER – SECTION 1**

Owner: Sanitary and Improvement District No. 306  
Of Sarpy County, Nebraska  
c/o Mr. Jeffrey B. Farnham, Attorney  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, Nebraska 68114

Contractor: Anchor Construction Co.  
22122 R and R Road  
Gretna, Nebraska 68028

ORIGINAL CONTRACT AMOUNT: \$132,950.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$109,370.79

Item	Description	Approximate Quantities		Unit Price	Amount
1	6" PVC SDR 23.5 Sanitary Sewer Pipe W/ Class I Bedding, In Place	297	L.F.	\$ 29.50	\$ 8,761.50
2	8" PVC SDR 35 Sanitary Sewer Pipe W/ Class I Bedding, In Place	1,875	L.F.	\$ 30.10	\$ 56,437.50
3	6" I.D. PVC Slant, In Place	5	EA.	\$ 121.00	\$ 605.00
4	8" x 6" PVC Wye, In Place	4	EA.	\$ 131.00	\$ 524.00
5	54" I.D. Sanitary Sewer Manhole, In Place	92	V.F.	\$ 378.00	\$ 34,776.00
6	Standard Ring and Cover, In Place	7	EA.	\$ 721.00	\$ 5,047.00
7	Concrete Collar Around Manhole Ring, In Place	2	EA.	\$ 689.00	\$ 1,378.00
8	Tap Existing Sanitary Sewer Manhole, In Place	1	EA.	\$14,080.00	\$ 14,080.00
9	Geotextile Fabric, Unstable Trench, If Necessary	0	S.Y.	\$ 6.00	\$ 0.00
10	Crushed Rock, Unstable Trench, If Necessary	0	TON	\$ 34.50	\$ 0.00
<b>TOTAL</b>					<b>\$ 121,609.00</b>
<b>LESS PREVIOUS PAYMENT RECOMMENDATIONS</b>					<b>\$ 109,370.79</b>
<b>LESS COST OF RETESTS</b>					<b>\$ 1,759.50</b>
<b>AMOUNT DUE CONTRACTOR</b>					<b>\$ 10,478.71</b>

We recommend that payment in the amount of \$10,478.71 be made to Anchor Construction Co.

Respectfully submitted,



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

CER/tjp

cc: Anchor Construction Co.

FARNHAM & SIMPSON, P.C., L.L.O.  
220 North 89<sup>th</sup> Street  
Suite 201  
Omaha, Nebraska 68114  
(402) 393-2555

DATE: October 8, 2015  
CLIENT: SID 306  
11064 South 134<sup>th</sup> Street  
Omaha, Nebraska  
INVOICE NO: 306-03

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**STATEMENT**

<u>Description</u>	<u>Amount</u>
Warrants Nos. 112-113 Sanitary Sewer – Section 1 Anchor Construction Co. (\$10,478.71)(5%)	\$523.94
<b>Total Due</b>	<b>\$523.94</b>

**AGENDA FOR SID #306  
BOARD OF TRUSTEES MEETING  
11:00 A.M., FRIDAY OCTOBER 9, 2015  
10064 SOUTH 134<sup>th</sup> 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. Presentation of Sarpy County Board Resolution re: Paving and Storm Sewer – Section 1
- B. Presentation of Sarpy County Board Resolution and Interlocal Cooperation Agreement regarding the constructing of paving and storm sewer improvements located in 156<sup>th</sup> Street
- C. Consideration and setting of hearing date and publication re: Resolution of Advisability and Necessity for the project entitled Acquisition of Outlot A
- D. Presentation of Certificate of Completion re: Sanitary Sewer – Section 1
- E. Present Statements, vote on and approve payment from the Construction Fund Account of the District for the following:
  - 1. Anchor Construction Co. \$10,478.71  
Payment Recommendation No. 3  
Sanitary Sewer – Section 1
  - 2. Farnham & Simpson \$523.94  
Invoice No. 306-03  
Legal Fees – Sanitary Sewer – Section 1
  - 3. D.A. Davidson \$550.13  
Placement of Construction Fund Warrants (5%)

F. Ratification and Approval of Construction Fund Warrants

- |    |  |             |
|----|--|-------------|
| 1. | <i>Warrants Nos. 112-113 -- Anchor Construction Co.</i><br>Payment Request No. 3<br>Sanitary Sewer – Section 1 | \$10,478.71 |
| 2. | <i>Warrant No. 114 – Farnham &amp; Simpson</i><br>Sanitary Sewer – Section 1                                   | \$523.94    |
| 3. | <i>Warrant No. 115 – D.A. Davidson &amp; Co.</i><br>Placement of Construction Fund Warrants                    | \$550.13    |

VII. Future Agenda Items/Board Calendar

VIII. Public Comments on Non-Agenda Items

IX. Adjournment