

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

**RESOLUTION APPROVING SUBDIVISION AGREEMENT**  
**CITY WIDE INVESTMENT GROUP, INC. for Olivo Estates II**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 1997), 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 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-114 (2000 Cum. Supp.) 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, City Wide Investment Group, Inc., ("Developer"), desires to enter into a Subdivision Agreement which governs the development of the Olivo Estates II subdivision, which Subdivision Agreement is attached hereto as Exhibit "A", 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 and City Wide Investment Group, Inc., ("Developer"), is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, which is attached hereto and marked as Exhibit "A".

Dated this 16<sup>th</sup> day of June, 2009.

Moved by Rich Jansen seconded by Pat Thomas, that the  
above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>Rich Jansen</u>	<u>none</u>	<u>none</u>
<u>Pat Thomas</u>	_____	_____
<u>Don Jones</u>	_____	_____
<u>Tom Kitchin</u>	_____	_____
<u>Patrick J. Thomas</u>	_____	_____

ABSTAIN:  
none



Debra Voughtain

Approved as to form:  
Mal A. B.  
County Attorney

**SUBDIVISION AGREEMENT**

This Subdivision Agreement made as of the dates indicated at the signatures below by and between City Wide Investment Group Inc. (herein "Developer"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer and the County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner or has been designated by the owners 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 "area to be developed") known as Olivo Estates II, 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 area to be developed; and

WHEREAS, Developer and County wish to agree upon the manner and the extent to which public improvements are constructed and maintained within and/or serving the area to be developed.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION  
I.

For the purpose of the 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.
- B. "Property benefited" shall mean property benefited from the improvement and situated within the platted area in which such improvement is situated.
- C. "Street intersections" shall be construed to mean the arc 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 in the adjacent lot corner.
- D. "Area to be developed" as shown on Exhibit "A," shall not include any future changes in boundaries unless agreed to in advanced in writing by County.
- E. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

SECTION  
II.

Developer and County agree that Developer shall pay for the construction and maintenance of the following public improvements within the area to be developed.

- A. Construction and maintenance of the dedicated public roadway easement. Said dedicated public roadway easement is shown on the plat (see Exhibit "A"), and is to be a gravel road constructed and maintained by Developer. Construction of said dedicated public roadway easement shall commence at such time as Lot 2 Olivo Estates II develops. Approval of this Agreement and the plat pertaining thereto does not constitute creation of a County Road or acceptance of such platted roads or streets for maintenance by County.
- B. Construction and maintenance of a well system, either multiple single wells or a community well serving the area to be developed shall be paid for by the Developer.
- C. Construction and maintenance of all septic systems serving the area to be developed shall be paid for by the Developer.
- D. The entire cost of the installation of electrical power service and gas distribution system within the area to be developed shall be paid for by the Developer.

SECTION  
III.

Developer and County agree as follows:

- A. Lots in the subdivision shall have septic systems rather than a connection to the County's wastewater sewer system.
- B. The 50.0 Foot Street Dedication as noted on the final plat (See Exhibit A) constitutes dedicated ROW but does not constitute creation of a County Road or acceptance of such platted roads or streets for maintenance by County.
- C. Erosion control shall be performed as necessary to prevent erosion, damage, and sedimentation to adjacent properties and public rights-of-way.

SECTION  
IV.

Developer covenants and agrees that Developer 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. Be responsible for securing all local 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.
- C. If the area to be developed is situated within the Future Growth and Development area of a municipality as determined under the Industrial Sewer Act (LB 1139, Laws of Nebraska, 1994), then the Developer agrees to abide, and to generally assist County in its compliance

with, the terms of such Act and the Interlocal Cooperative Agreement under the Act to which the County may be a party.

SECTION  
V.

The improvements cited herein or depicted on the plat attached hereto are understood to be the minimum acceptable to County.

SECTION  
VI.

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer 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 companies and others providing services or improvements contemplated by this Agreements shall be provided to County within one (1) month from the date that such a subsidiary and/or ancillary agreement is signed. "As built" plans shall be filed by Developer's engineer within sixty (60) days of Developer's acceptance of work.

SECTION  
VII.

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

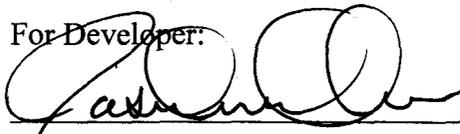
SECTION  
VIII.

Developer 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  
IX.

Any notice required under this Agreement shall be in writing and shall be sent by regular United States mail, postage prepaid, to the addresses as noted below. Any party to this 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:

  
\_\_\_\_\_  
Joe Olivo

402-510-7656

9701 Mitchell Rd  
Papillion, NE 68046

For County:

County Clerk, County of Sarpy  
1210 Golden Gate Dr., Suite 1118  
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy  
1261 Golden Gate Dr., Suite 2E  
Papillion, NE 68046

SECTION  
X.

This Agreement shall be binding upon the Parties, their respective successors, and assigns. The covenants, warrants, 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  
XI.

The terms of this Agreement shall commence on the 16 day of June, 2009, and shall continue therefrom and remain in effect unless changed by written agreement of the Parties hereunder.

SECTION  
XII.

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

SECTION  
XIII.

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/or 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 the Parties of this Agreement.

SECTION  
XIV.

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

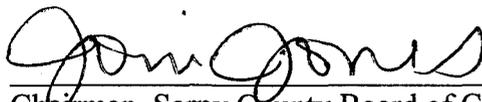
SECTION  
XV.

Developer represents, covenants and warrants that the making and executing of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer, and are valid, binding, and enforceable obligations of Developer in accordance with their respective terms.

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.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision,

 6/16/2009  
Chairman, Sarpy County Board of Commissioners

Attest:



*Debra L. Houghtaling*  
Sarpy County Clerk

Approved as to form:

*[Signature]*  
Sarpy County Attorney

City Wide Investment Group, Inc.  
Developer

*[Signature]*  
Principal phone cell 402-510-7656

Attest:

\_\_\_\_\_



# AFFIDAVIT OF PUBLICATION

State of Nebraska}

ss.

County of Sarpy}

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, a legal newspaper with a bonafided circulation of 300 copies published in Bellevue, Papillion, Gretna and Springfield, Nebraska; and said newspaper has been published for at least 52 consecutive weeks prior to publication of attached notice: that said publications are of general circulations: that the attached notice was published 1 times on:

Wednesday, April 1, 2009

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above knowledge.

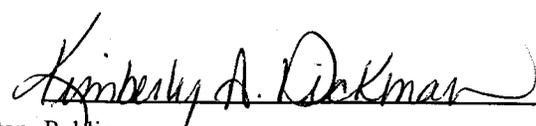


Shon Barenklau  
Publisher

Kirk Hoffman  
Business Manager

Today's Date 03-31-2009

Signed in my presence and sworn to before me:



Notary Public

KIMBERLY A. DICKMAN  
General Notary  
State of Nebraska  
My Commission Expires Mar 27, 2012

Printer's Fee \$ 29.10

Customer Number: 000947

Order Number: 11991118

## NOTICE OF PUBLIC HEARING SARPY COUNTY PLANNING COMMISSION

Notice is hereby given that a regular meeting of the Sarpy County Planning Commission will be held on Wednesday, April 15, 2009, at 7:00 P.M. in the Sarpy County Board Room, Sarpy County Administration, Papillion, Nebraska.

370 Express, 11108 Sapp Bros Drive, requests approval of a Special Use Permit for retail alcohol sales on the following described property, to wit: Tax Lot 11, a tax lot in the SE 1/4 of Section 27 Township 14 and Range 11 of the 6th P.M. Sarpy County, Nebraska. (Hwy 370 & Sapp Bros Drive)

Robert E. Bollish, 12760 S 234th Street, requests approval of a Special Use Permit for a private barn for animals on the following described property, to wit: Lot 2 Riverview Acres II and Lot 1 Riverview Acres, all located in the SW 1/4 of Section 3 Township 13 and Range 10 of the 6th P.M. Sarpy County, Nebraska. (234th & Capehart Road)

Donald W. Gray, 18201 S. 132nd Street, requests approval of a Special Use Permit for a residence and recreational vehicle sales and service on the following described property, to wit: Lot 15, Villa Springs in the SW 1/4 of Section 31 Township 13 and Range 12 of the 6th P.M. Sarpy County, Nebraska. (132nd & Buffalo Rd)

Ray Anderson, 9501 S. 145th Street, requests approval of a Change of Zone from IL (Light Industrial) to BG (General Business) and a Special Use Permit for retail alcohol sales on the following described property, to wit: Lot 7 Lakeview South, in the SE 1/4 of Section 23 Township 14 and Range 11 of the 6th P.M. Sarpy County, Nebraska. (I-80 & Hwy 50)

Shawn M. Schmidt, 812 Tipperary Drive, requests approval of a Change of Zone from AG (Agricultural) to AGR (Agricultural Residential), a Preliminary and Final Plat to be known as Orivo Estates II located on the following described property, to wit: Government Lot 4, located in the NW 1/4 of Section 27 Township 13 Range 12 of the 6th P.M. Sarpy County, Nebraska. (96th & Mitchell Road)

Sarpy County requests a Text Amendment to Section 40, Signs, of the Sarpy County Zoning Regulations.

11991118: 4/1

# AFFIDAVIT OF PUBLICATION

State of Nebraska}

ss.

County of Sarpy}

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, a legal newspaper with a bonafided circulation of 300 copies published in Bellevue, Papillion, Gretna and Springfield, Nebraska; and said newspaper has been published for at least 52 consecutive weeks prior to publication of attached notice: that said publications are of general circulations: that the attached notice was published 1 times on:

**Wednesday, June 3, 2009**

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



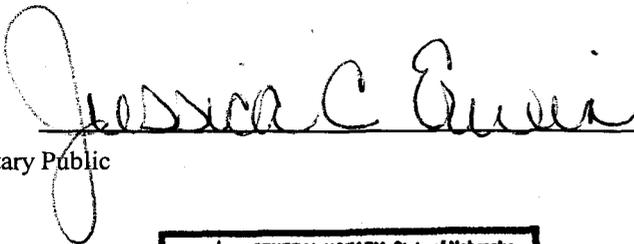
Shon Barenklau  
Publisher

OR

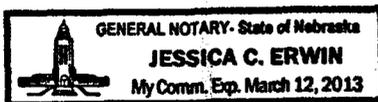
Kirk Hoffman  
Business Manager

Today's Date 06-03-2009

Signed in my presence and sworn to before me:



Notary Public



Printer's Fee \$ 10.27

Customer Number: 000947

Order Number: 11996689

## NOTICE OF PUBLIC HEARING SARPY COUNTY BOARD OF COMMISSIONERS

Notice is hereby given that a regular meeting of the Sarpy County Planning Commission will be held on Tuesday, June 16, 2009, at 3:00 P.M. in the Sarpy County Board Room, Sarpy County Administration, Papillion, Nebraska.

Shawn M. Schmidt, 812 Tipperary Drive, requests approval of a Change of Zone from AG (Agricultural) to AGR (Agricultural Residential), a Preliminary and Final Plat to be known as Olivo Estates II located on the following described property, to wit: Government Lot 4, located in the NW 1/4 of Section 27 Township 13 Range 12 of the 6th P.M. Sarpy County, Nebraska. (96th & Mitchell Road)

Sarpy County Planning Department  
11996689-6/3