

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

**RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN**  
**SARPY COUNTY, CEDEVCO INC, AND SANITARY AND IMPROVEMENT DISTRICT 291**  
**FOR WHITETAIL CREEK**  
**(AMENDED)**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2007) 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, CEDEVCO, Inc. and Sanitary and Improvement District 291, desire to enter into a Subdivision Agreement, a copy of which is incorporated by reference and attached hereto, which governs the development of the Whitetail Creek subdivision 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, CEDEVCO, Inc., and Sanitary and Improvement District 291, is hereby approved with the exclusion of Section II Paragraph "P", which paragraph "P" is subject to further approval and hereby tabled until the following week (March 29, 2011).

Dated this 22<sup>nd</sup> day of March, 2011.

Moved by Jim Warren seconded by Jim Thompson, that the  
above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____

ABSTAIN:

none  
\_\_\_\_\_

[Signature]  
County Clerk



The seal is circular with a rope-like border. The text around the border reads "GENERAL HOUGHTALING, COUNTY CLERK" at the top and "SARPY COUNTY, NEBRASKA" at the bottom. In the center, the word "SEAL" is written in a bold, sans-serif font.

**RESIDENTIAL SUBDIVISION AGREEMENT**  
**WHITETAIL CREEK**

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

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A1" (hereinafter defined as the "Development Area"), known as Lots 1 through 107, inclusive, & Outlot "A", Whitetail Creek, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska.

Additionally, 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 with the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit A2, which includes the Development Area (Lots 1 through 107 and Outlot A) and Phase II Development, (Lots 108 through 485, inclusive & Outlots B thru D inclusive); and

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

WHEREAS, the property shown on Exhibit A2, inclusive of the Development Area and the Phase II Development will be developed in phases through one or more final plats approved by County; and,

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

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

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 person 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” shall mean the parcel of land or real property within the County’s zoning and platting jurisdiction shown on the final plat, Exhibit A1. The Development Area 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.

- I. "Phase II Development" shall mean the land shown on Exhibit A2 inside the corporate limits of the District, but not within the Development Area; i.e. those proposed Lots 108 through 485 inclusive and Outlots B thru D inclusive.

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. 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. Concrete paving of all streets and related appurtenances constructed in dedicated street rights-of-way pursuant to the plat (see Exhibit "A1"), shall be installed as shown on the plans and specifications for said paving improvements prepared by Lamp, Rynearson & Associates, Inc., a schematic representation of which is attached hereto as Exhibit "B"; all of said paving to be twenty-five feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached plat and shall be constructed of Portland cement concrete with an integral curb and gutter system. Approval of this Agreement and the plat pertaining thereto shall not constitute the creation of a County Road or acceptance of such platted roads or streets for maintenance by County. 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.
- C. Sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A1"), shall be installed as shown on the plans and specifications for said sanitary sewer improvements prepared by Lamp, Rynearson & Associates, Inc., a schematic representation of which is attached hereto as Exhibit "C1 and C2."
- D. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A1"), shall be installed as shown on the plans and specifications for said storm sewer improvements prepared by Lamp, Rynearson & Associates, Inc., a schematic representation of which is attached hereto as Exhibit "D."
- E. Water distribution mains and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A1") shall be installed as shown on the

water plan improvements prepared by Metropolitan Utilities District) a schematic representation of which is attached hereto as Exhibit "E."

- F. Gas distribution mains and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A1") shall be installed by Black Hills Energy.
- G. Street lighting for public streets and related appurtenances constructed in dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A1") shall be installed by Omaha Public Power District.
- H. Underground electrical service to each of the lots within the Development Area, shall be installed by Omaha Public Power District.
- I. Landscaping shall be located as shown on the Landscape Exhibit prepared by Lamp Rynearson & Associates, Inc. attached hereto as Exhibit F.
  - 1. Landscaping shown along Giles Road, adjacent to Phase II Development, will not be installed until the widening project associated with this road is completed.
  - 2. Landscaping shown along 192<sup>nd</sup> Street may be installed all at once or at a minimum it shall be installed no later than upon completion of home construction on the lot requiring landscaping so as to not damage trees during home construction.
  - 3. A Certificate of occupancy hold may be placed on the houses requiring landscaping until the required landscaping is completed.
  - 4. Landscaping along 192<sup>nd</sup> Street and within Outlot A shall be installed immediately. Landscaping along Giles Road excluding Outlot A adjacent to Phase II Development will not be installed until the widening project associated with Giles Road is completed.
- J. A concrete sidewalk shall be provided on both sides of a paved street within the dedicated street right-of-way, with a minimum width of 4-feet for internal sidewalks and 5-feet for external sidewalks along 192<sup>nd</sup> Street and Giles Road. All aspects of sidewalk construction shall be governed by the existing County Zoning and Subdivision Regulations, any and all applicable resolutions of the Sarpy County Board of Commissioners. Sidewalks along both sides of all public streets within the Development Area shall be constructed according to the following schedule:
  - 1. Sidewalks shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
  - 2. Sidewalks along 192<sup>nd</sup> Street will be constructed immediately. Sidewalks along Giles Road, adjacent to the Phase II Development, will be constructed with the widening project associated with this street.

3. Sidewalks abutting built upon lots shall be constructed immediately as soon as weather permits.
  4. In any event, all sidewalks shall be constructed upon any public street within the limits of the plat within three (3) years of the recording of Exhibit A1.
  5. Sidewalks along 192<sup>nd</sup> Street and within Outlot A shall be installed immediately. Sidewalks along Giles Road excluding Outlot A, adjacent to Phase II Development, will not be installed until the widening project associated with this road is completed.
- K. Handicap ramps at public street intersections shall be constructed concurrently with the adjacent sidewalks as the houses within the development are built.
- L. Street signs at all intersections per plat (see Exhibit "A1") shall comply with the "Manual of Uniform Traffic Control Devices."
- M. Purchase of park property as per plat (see Exhibit "A1") is subject to price and terms to be approved in writing by County.
- N. Sewer fees paid to the County.
- O. 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 whatever further measures are 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.
- P. The paving, widening and associated improvements to Giles Road along District's southerly border shall be completed in accordance with the terms in this Agreement and in accordance with the terms of an Interlocal Agreement to be executed by the District and County.
1. District shall participate in the paving and road improvements of Giles Road along the SID's southerly border by the payment of 75% of the actual cost of the road improvements. County shall be responsible for the payment of 25% of the actual cost of the road improvements to Giles Road. The Giles Road improvements may be designed by the District subject to the County's approval. County agrees to seek reimbursement from other Sanitary Improvement Districts which border Giles Road for costs incurred by District in excess of District's proportionate share of the 75% of the actual cost of the road improvements; which District's proportionate share of the 75% of actual cost is 37.5%. There is no guarantee by County of reimbursement by any other Sanitary Improvement District.
  2. County agrees that so long as there are no other residential developments to the South of Giles Road, the Giles Road improvements will not be necessary until the Phase II

Development within Exhibit A2 makes a public street connection to Giles Road. This Section IIP2 paragraph is subject to Section IIP3 below.

3. Regardless of the timing of the Phase II Development construction, County may begin road improvements to Giles Road when it so chooses and District shall be required to pay its proportionate share at the time said road improvements are completed.
  4. Said Interlocal Agreement between District and County regarding the improvements to Giles Road shall be in accordance with the terms in this Section II.P.
- Q. 192<sup>nd</sup> Street widening was previously completed through an interlocal agreement between SID 261 (Bellbrook) and SID 223 (Sugar Creek). The owners of the District property previously entered into a covenant agreement with SID 261 to pay for a portion of the widening costs. SID 223 paid for the improvement to the eastern side of the road where the District is now located. The reimbursement rights were later assigned from SID 261 to SID 223. Therefore, District shall enter into an Interlocal Agreement with SID 223 (Sugar Creek) for the purpose of reimbursing SID 223 for previously constructed improvements to 192<sup>nd</sup> Street. The amount of this reimbursement, including interest through February 14, 2011 is estimated at \$288,720.44. Reimbursement to SID 223 for 192<sup>nd</sup> Street improvements may be a general obligation expense of the District.

### 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 "A1") 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, over width paving (in excess of 25 feet exclusive of curb and gutter) and one-half the street width at park or publicly owned outlot frontage shall be borne by general obligation of District and the cost of pavement thickness in excess of five (5) inches for reinforced concrete of six (6) inches for plain concrete shall be borne by general obligation of District and the cost of pavement width in excess of twenty-five (25) feet exclusive of curbs and gutters shall be borne by general obligation of District. The cost for curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.

- B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either by special assessment against the property benefited within the Development Area, or by Developer or property owner at the time of the development ("development" shall mean issuance of an occupancy permit by County) of individual platted lots. The cost of sidewalks along exterior arterial streets and sidewalks adjacent to outlots may be borne by general obligation of District. All sidewalks shall have a minimum width of 4 feet and the minimum spacing shall be 4 feet from the back of the curb or as otherwise approved by the Sarpy County Planning Department under special circumstances.
- C. One hundred percent (100%) of the entire cost of wastewater sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area, except as follows:
  - 1. In the case of sanitary sewer lines greater than eight inches (8") in diameter that are oversized to serve a total drainage area larger than the Development Area, the cost of oversizing in excess of eight inches (8") may be a general obligation, whether such line is within or without the Development Area. The cost of oversizing in excess of eight inches (8"), whether inside or outside of the Development Area, may be paid by general obligation, which general obligation portion shall be eligible for recovery from connecting subdivisions on the basis provided in Subsection C.2. below.
  - 2. The cost of oversizing beyond eight inches (8") in diameter, whether inside or outside of the Development Area, may be recovered by the District from other property in the drainage area served or to be served by the sewer in proportion to the estimated number of acres of buildable property and contributing design flows in the drainage area in accordance with Subsection VII.B.
  - 3. One hundred percent (100%) of Sewer fees paid to the County for the sanitary sewer represented on Exhibit "C1" attached hereto may be generally obligated.
  - 4. One hundred percent (100%) of the cost of outfall sewer lines and lift stations as shown on Exhibit "C2" may be a general obligation of the District.
- D. One hundred percent (100%) of the entire cost of all storm sewers, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.

- E. One hundred percent (100%) of the entire cost of the 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 half of the cost of the water system adjacent to publically owned outlots may be a general obligation of the district. The cost of oversizing the water main in excess of eight inches (8") may be a general obligation of the district. The cost of offsite water systems and pioneer water main fees necessary to provide water service to the District may be a general obligation of the District.
- F. One hundred percent (100%) of the entire cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served.
- G. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.
- H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
  - 1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
  - 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
  - 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- I. Pursuant to Sarpy County Zoning and Subdivision Regulations, fire hydrants shall be provided by Developer at Developer's cost or by the District per Metropolitan Utilities District as part of their water system design and specially assessed. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. There shall be installed in the subdivision, prior to the issuance of any occupancy permit for any structure built in said subdivision, fire hydrants and outdoor warning sirens. The applicable fire chief shall determine the type and specifications for fire hydrants. The

Director of the Sarpy County Emergency Management and Communication Agency shall determine the location, number, type and receiver specifications for the outdoor warning sirens. The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system. The cost for said outdoor warning sirens shall be treated as a general obligation cost.

- 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. 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. One hundred percent (100%) of the actual cost of the road improvements to Giles Road shall be a general obligation of the District.
- L. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately. Removal of sediment from erosion control basins and other related maintenance of erosion control facilities will be paid from the District's general fund. The costs of removal of the entire sedimentation basin, at the appropriate time, may be a general obligation. Storm sewer costs associated with post construction storm water management shall be constructed during the private grading and initially paid for privately by the Developer. The costs for this work shall be reimbursed back to the Developer by the District.
- M. Land acquisition costs for park land adjacent to the school, the drainage ways and the land on which the water quality basins are constructed may be a general obligation of the District.
- N. Any charges not specifically approved for general obligation in Paragraphs A. through N. of this Section shall be specially assessed.
- O. Developer and District covenant that there shall be no 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. All costs for off-site water shall be a general obligation of the district.

- C. 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.

- A. If the wastewater system of the District is connected in the future to the County's wastewater system then it shall be subject to the conditions and provisions hereinafter specified. County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in such manner and at such place or places designated on plans submitted by District, all as approved in writing by County. If the wastewater system of the District or some portion thereof, is connected to the wastewater system of the City of Gretna, Nebraska, said connection shall be in compliance with any rules or regulations required by the City of Gretna, Nebraska.
- B. Title to the wastewater sewer outfall outside the boundaries of District, as well as any associated easements, all as shown on Exhibit "C2," shall vest in the County upon the completion of said outfall and County's approval of the construction and condition of said outfall, and final acceptance by the County. District shall not permit any connection to said outfall, 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 County shall pay to the District the cost of the construction of the portion of the outfall outside the boundaries of the District. For the purpose of determining said cost, only construction costs, engineering fees, and the costs associated with the acquisition of

easements shall be included, County shall pay to District the total of the construction costs as described herein, without any provisions for interest that may accrue.

- D. The portion of the outfall 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 outfall.
- 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 "A1" hereto) are buildable sites. In the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain 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, said District shall obtain and file of record permanent easements for all sanitary, water, and storm sewer lines as determined by County's engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.
- D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
  1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
  2. A plat of the area to be assessed; and
  3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
    - a. The amount as paid to the contractor;
    - b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication

expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;

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

## SECTION 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 the

building permit, which said Watershed Fees for this Agreement shall be those as set by County Board Resolution No. 2010-106.

SECTION  
X.

It is mutually agreed that District shall pay a fee of Five Thousand Dollars (\$5,000.00) 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. If the actual cost of such expenses incurred by the County shall exceed Five Thousand Dollars (\$5,000.00), District agrees to pay to County the amount of such excess, but in no event shall this fee exceed one percent (1%) of the actual construction cost of the improvements described herein. The fee shall be a general obligation of the district and shall be paid within 30 days of the Sarpy County Board of Commissioner's approval of the final plat attached hereto and known as Exhibit A1.

SECTION  
XI.

District created by Developer is shown on Exhibit "A2" attached hereto and incorporated herein. The improvements cited herein or depicted on the plat (Exhibit "A1") attached hereto understood to be the minimum acceptable to County.

SECTION  
XII.

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

SECTION  
XIII.

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

SECTION  
XIV.

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

SECTION  
XV.

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

For Developer:

CEDEVCO, Inc  
14002 L Street  
Omaha, NE 68137

For Sanitary and Improvement District:

Care of: Jim Emmons, Clerk  
14002 L Street  
Omaha, NE 68137

with a Copy to:

Bob Doyle  
11440 West Center Road  
Omaha, NE 68144

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  
XVI.

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

SECTION  
XVII.

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

SECTION  
XVIII.

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

SECTION  
XIX.

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

SECTION  
XX.

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

SECTION  
XXI.

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

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

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

\_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

Approved as to form:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Sarpy County Attorney

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

\_\_\_\_\_  
Chairperson, Board of Trustees

Attest:

\_\_\_\_\_  
Clerk, Board of Trustees

Developer:  
CEDEVCO, Inc  
14002 L Street  
Omaha, NE 68137

---

Principal







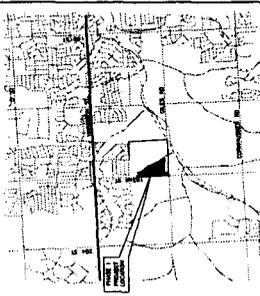
# EXHIBIT C1



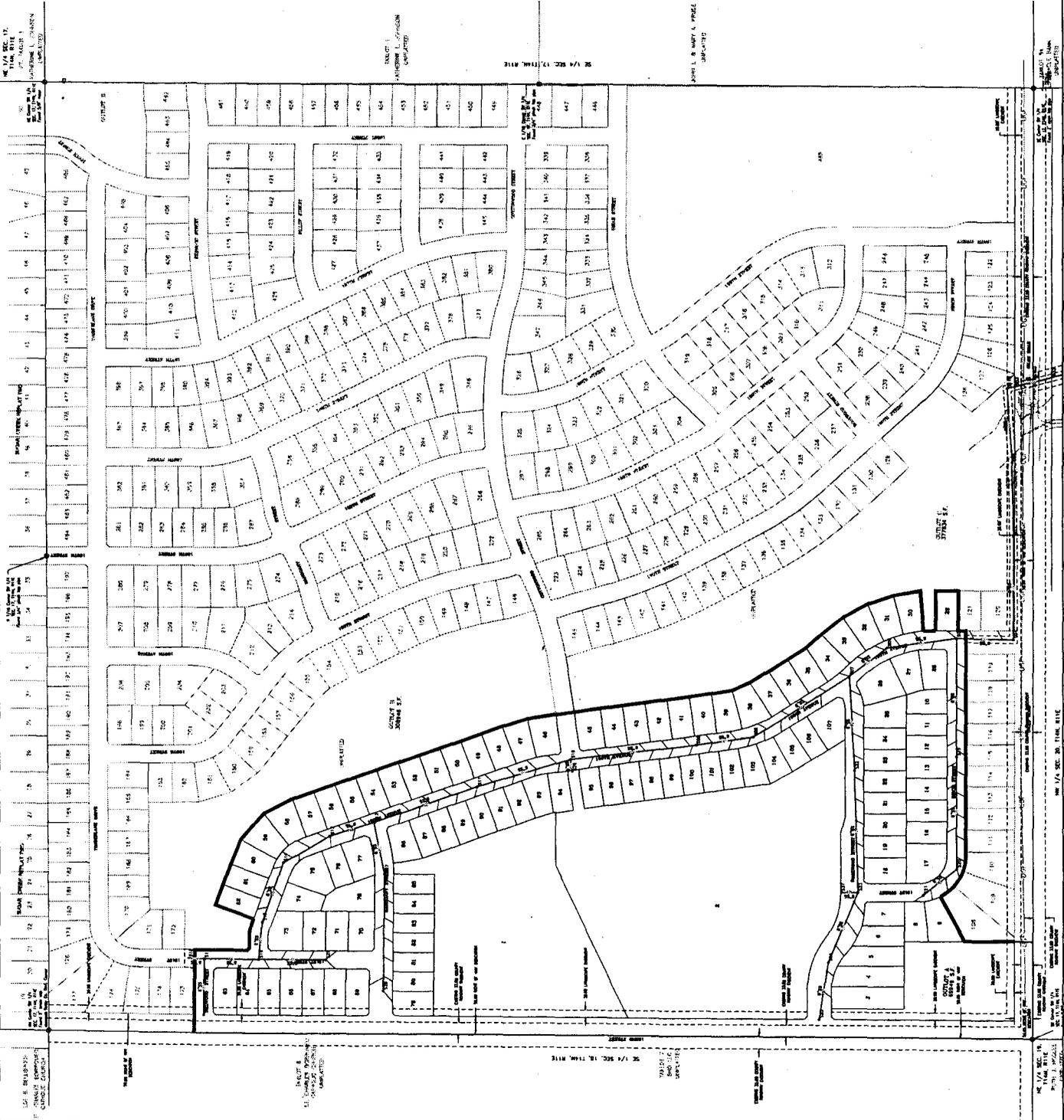
INTERNAL SANITARY SEWER  
FINAL PLAN

WWW.LTA-INCCOM  
LTA Engineering & Associates, Inc.  
1400 West Douglas Street  
Omaha, Nebraska 68104-7077  
(781) 422-9624 FAX  
(781) 422-9627

WHITEHALL CREEK  
SARPY COUNTY, NEBRASKA

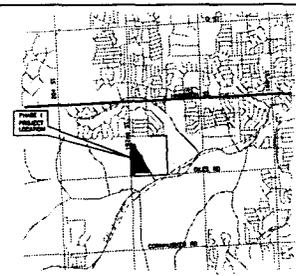
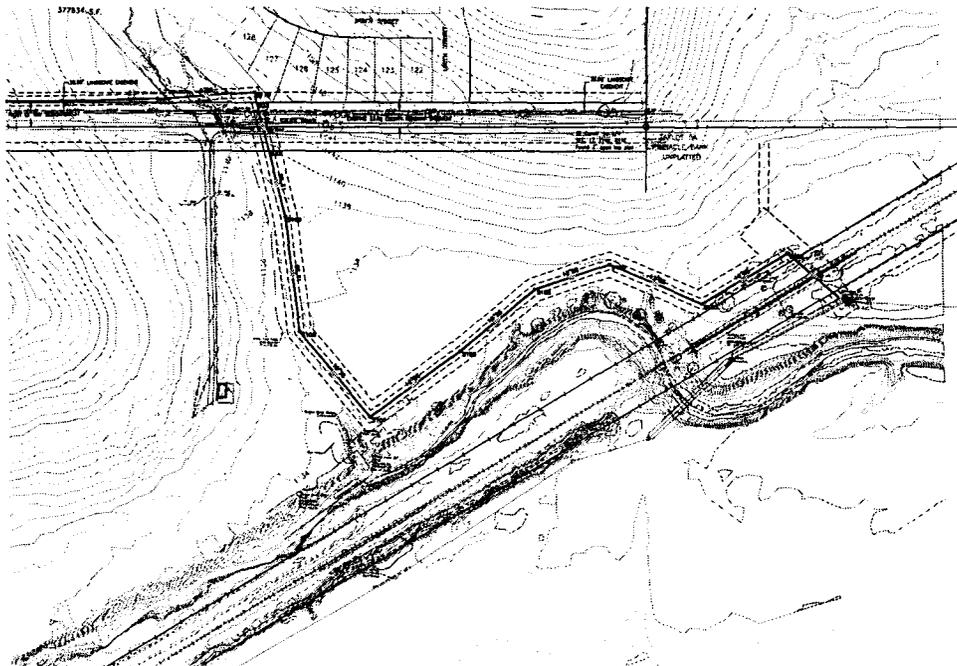


- LEGEND
- Proposed Sanitary Sewer
  - Proposed Sanitary Sewer Service
  - The City
  - Proposed Manhole
  - Proposed Phase Line

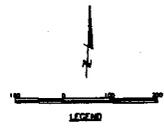


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LOCATION MAP



- LEGEND
- Proposed Sanitary Sewer
  - Proposed Sanitary Sewer Suction
  - - - - - Fire Alarm
  - Proposed Manhole
  - - - - - Proposed Phone Line

EXHIBIT C2

Drawing Title: **FINAL PLAN OFFSITE SANITARY SEWER**  
 Date: 01/09/07  
 Scale: 1" = 100'  
 Project No: 07-001  
 Sheet No: 1 of 1

WWW.LD-INC.COM  
 (PH) 402.946.2498  
 (FAX) 402.946.2700  
 LD-INC. ENGINEERS & ARCHITECTS, INC.  
 1415 West Douglas Street, Suite 100  
 Omaha, Nebraska 68104-2077  
 WHITE TAIL CREEK  
 SHERIDAN COUNTY, NEBRASKA

# EXHIBIT D



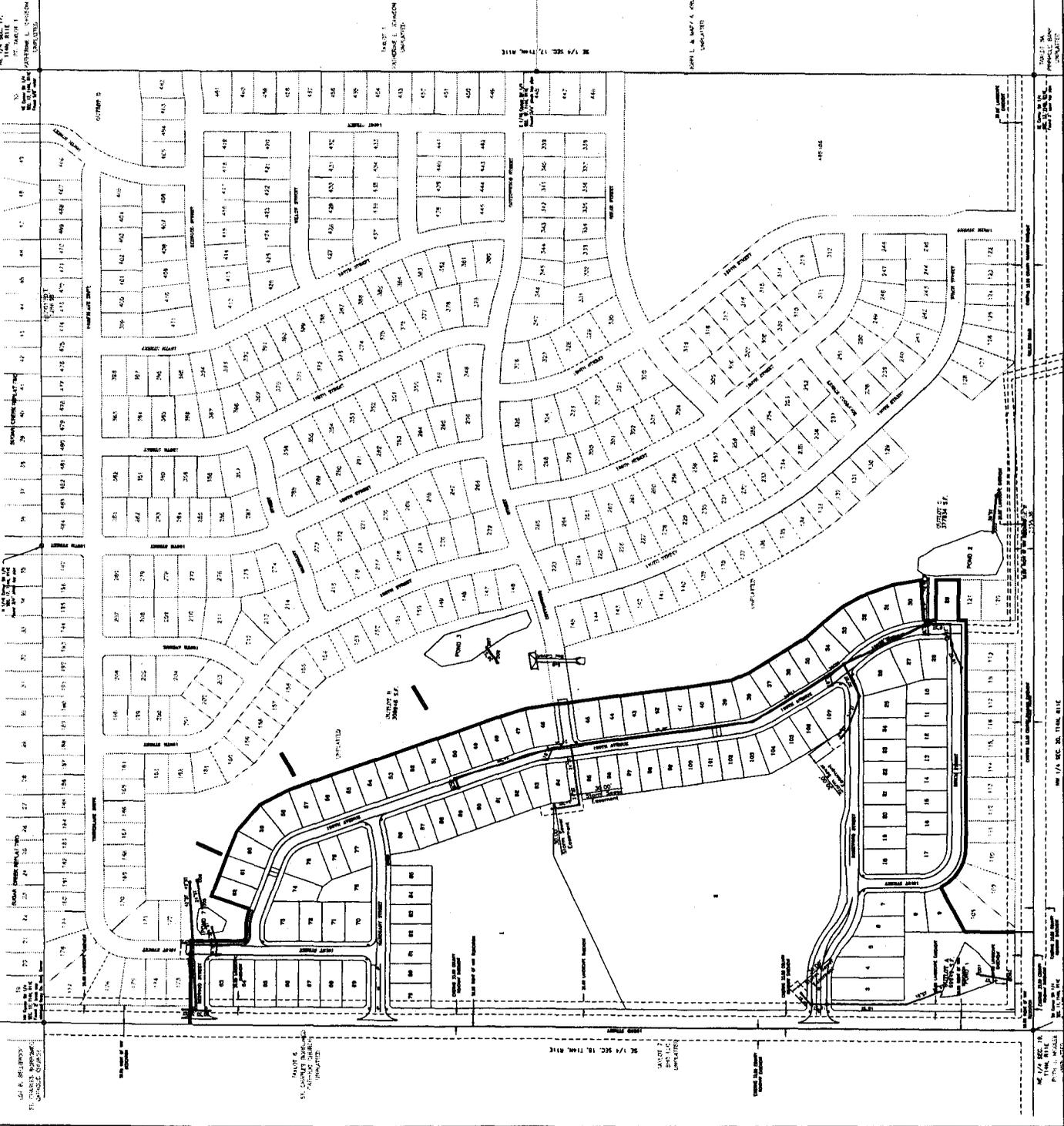
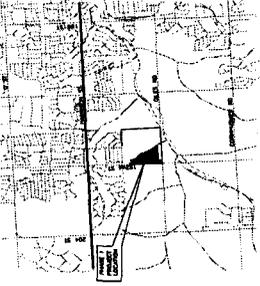
DATE: 08/15/2011  
 TIME: 10:00 AM  
 PROJECT: [Illegible]  
 SHEET: 1 OF 1

FINAL PLAT  
 STORM SEWER

WHITEHALL CREEK  
 SARGY COUNTY, NEBRASKA  
 (781) 402-9042  
 (781) 402-9042

WWW.LVA-INC.COM

- LEGEND**
- Proposed Storm Sewer
  - Proposed Manhole
  - Proposed E.C.T.
  - Proposed Catch Basin
  - Proposed Fire Hydrant
  - Proposed Street Light
  - Proposed Phase Line
  - Proposed Grade Contour Line



SECTION 17, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
 UNPLATTED

SECTION 18, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
 UNPLATTED

SECTION 19, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
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SECTION 20, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
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SECTION 17, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
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SECTION 18, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
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SECTION 19, T14N, R10E, S10E  
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SECTION 20, T14N, R10E, S10E  
 SARGY COUNTY, NEBRASKA  
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# EXHIBIT E

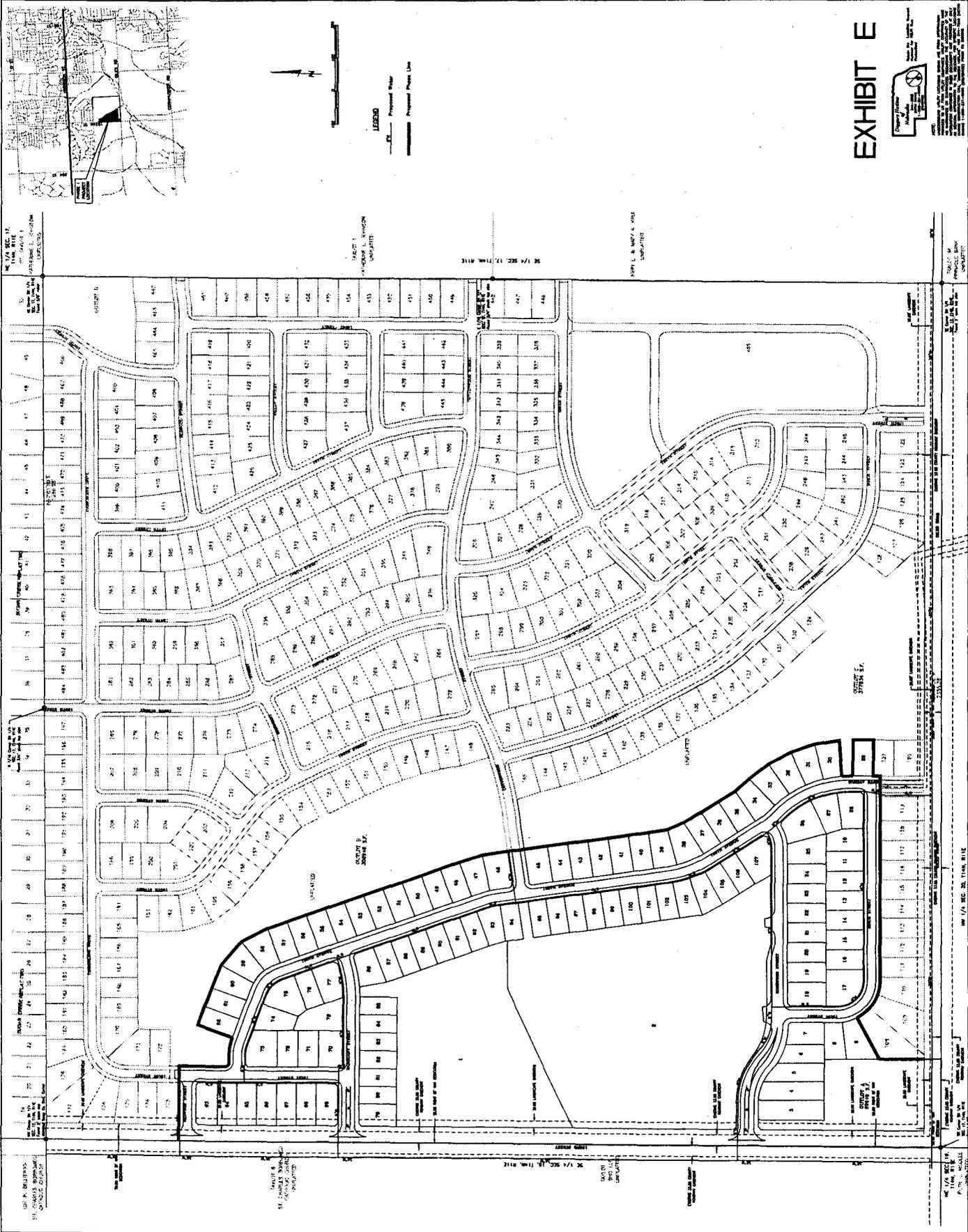


1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE RELIED UPON IN MAKING ANY INVESTMENT DECISION. THE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT GUARANTEED BY ANY ENTITY.

FINAL PLAN  
WATER

WHITEHALL CREEK  
SARPY COUNTY, NEBRASKA  
LARRY R. HENDERSON & ASSOCIATES, INC.  
1400 West Douglas Road, Suite 200  
Omaha, Nebraska 68134-2027  
(781) 422-9623 (Fax)  
WWW.LRA-INC.COM

1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE RELIED UPON IN MAKING ANY INVESTMENT DECISION. THE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT GUARANTEED BY ANY ENTITY.



1/4 SEC. 17  
1/4 SEC. 18  
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1/4 SEC. 20

Proposed Water  
Proposed Power Line

1/4 SEC. 17  
1/4 SEC. 18  
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1/4 SEC. 20

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1/4 SEC. 20

# EXHIBIT F

LANDSCAPE PLAN  
FINAL PLAN

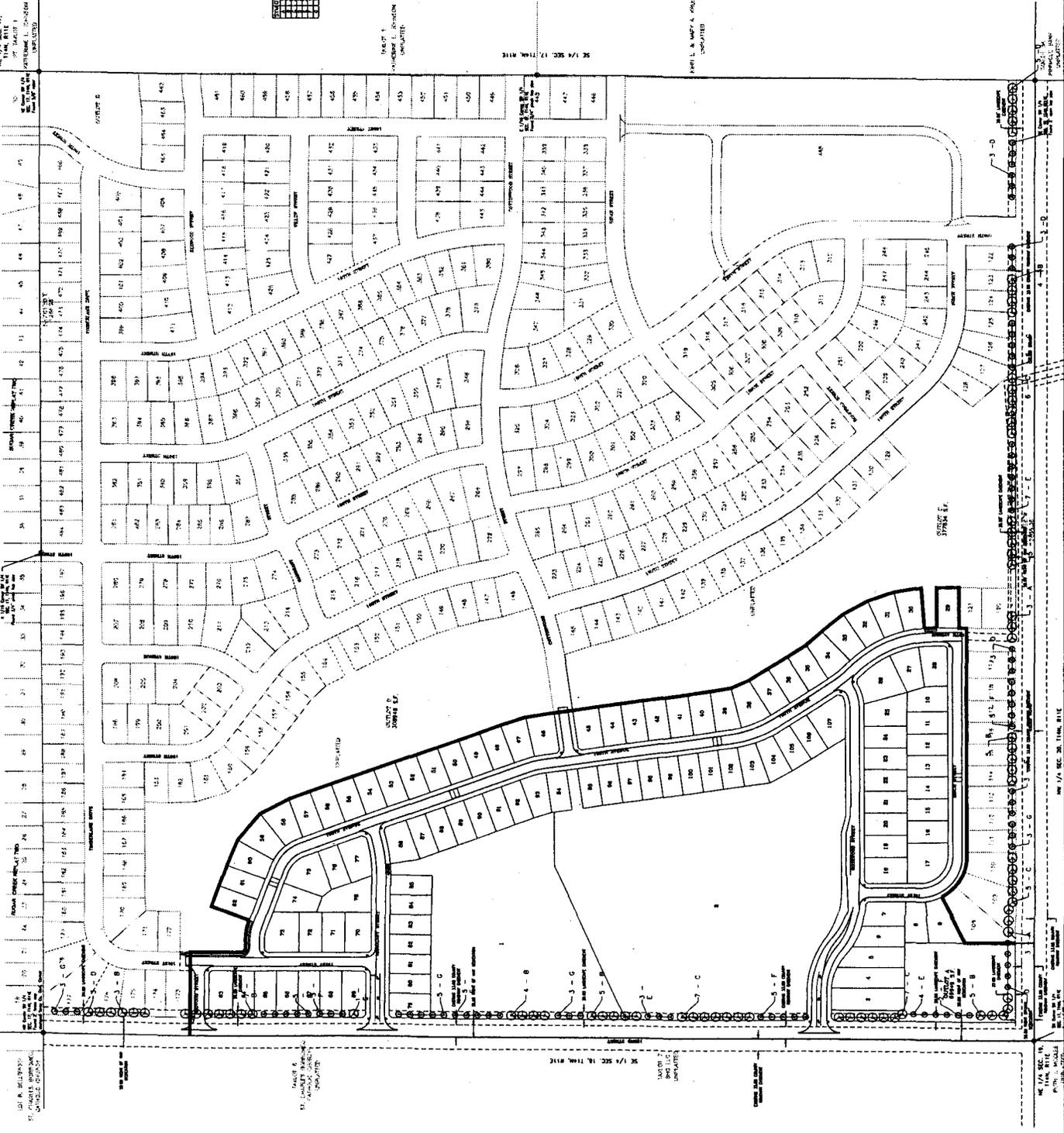
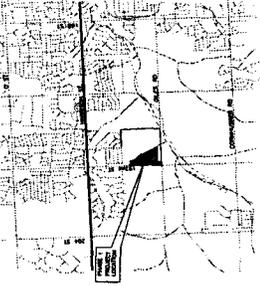
WHITEHALL CREEK  
SARPY COUNTY, NEBRASKA  
Omaha, Nebraska 68154-2077  
Landscape Architecture & Associates, Inc.  
(781) 422-9643/98  
(781) 422-9647/30

WWW.LSA-INC.COM



PLANT SCHEDULE

SYMBOL	PLANT NAME	QUANTITY
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