

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

APPROVE FINAL PLAT – WHITETAIL CREEK LOTS 108-238 INCLUSIVE AND
OUTLOTS B AND C

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 of Commissioners (County Board); and,

WHEREAS, the County Board has the authority to adopt Subdivision Regulations, which shall have the force and effect of law pursuant to Neb. Rev. Stat. § 23-374 (Reissue 2012); and,

WHEREAS, said Subdivision Regulations require the County Board to approve applications for final plats; and

WHEREAS, the applicant, Celebrity Homes, Inc. applied for approval of a final plat of a subdivision to be known Whitetail Creek Lots 108-238 inclusive and Outlots B and C on property generally located north of Giles Road and east of 192nd Street and legally described as follows:

Part of the Southwest ¼ of Section 17, Township 14N, Range 11E of the 6th P.M.,
Sarpy County, Nebraska.

WHEREAS, the Sarpy County Planning Department staff reviewed the application of the final plat of a subdivision to be known as Whitetail Creek Lots 108-238 inclusive and Outlots B and C for compliance with the Subdivision Regulations; and

WHEREAS, the Planning Department staff made a recommendation of approval as noted in Exhibit A, attached hereto and incorporated by reference, which Exhibit A includes the Planning Department report, the aerial map of the subject property and a copy of the final plat of the subdivision to be known as Whitetail Creek Lots 108-238 inclusive and Outlots B and C.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this County Board makes the following findings of fact:

- I. A public hearing regarding the approval of the final plat was held on March 20, 2013 before the Sarpy County Planning Commission. The Planning Commission provided their recommendation to the County Board.
- II. A public hearing regarding the approval of the final plat was held by this County Board.
- III. Notice of each of the public hearings described above was published at least once in the ten (10) day period immediately prior to each respective public hearing.

- IV. The Change of Zone was approved on May 5, 2009 via Resolutions 2009-106. The Preliminary Plat was approved on May 5, 2009 via Resolution 2009-107.
- V. The Planning Department staff recommends approval.
- VI. The proposed final plat of a subdivision to be known as Whitetail Creek Lots 108-238 inclusive and Outlots B and C is in conformity with the Zoning Regulations, the Subdivision Regulations and the Sarpy County Comprehensive Plan;

BE IT FURTHER RESOLVED THAT the final plat of a subdivision to be known as Whitetail Creek Lots 108-238 inclusive and Outlots B and C, as described in the attached Exhibit A is hereby approved.

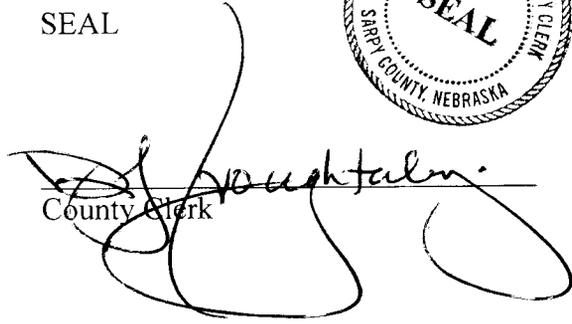
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of August, 2013.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

Sarpy County Board of Commissioners
 Exhibit "A"
 Planning Department Report
 County Board Meeting Date: August 20, 2013

Subject	Type	By
Application FP 13-0004 Final Plat – Whitetail Creek Subdivision Lots 108 through 238 inclusive and Outlots B and C	Public Hearing & Resolution	Bruce Fountain, AICP, EDFP Director, Planning & Building

➤ **Summary and Purpose of Requests:**

- This application is for approval of the Final Plat of a residential subdivision known as Whitetail Creek, Lots 108 through 238 inclusive and Outlots B and C.

➤ **Background and Analysis:**

- The detailed staff report on this application was presented to the Planning Commission at their March 20, 2013 meeting and is attached for your information and review.
- The County Board previously approved a change of zone (Resolution 2009-106) and the preliminary plat for Whitetail Creek (Resolution 2009-107) on May 5, 2009. The approved zoning of RD-50 does not become effective until the final plat is recorded.

➤ **Staff Recommendation:**

- All comments and conditions that staff had during the review before the Planning Commission have been satisfactorily addressed. Therefore, staff recommends **APPROVAL** of the proposed Final Plat of a subdivision to be known as Whitetail Creek, Lots 108 through 238 inclusive and Outlots B and C. Staff makes this recommendation as the Final Plat meets requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations.

➤ **Planning Commission Recommendation:**

- On March 20, 2013 the Planning Commission voted to recommend **APPROVAL** of the Final Plat for Whitetail Creek, Lots 108 through 238 inclusive and Outlots B and C.

MOTION: Ackley moved, seconded by Fenster, to recommend approval of the Final Plat of Phase II of a subdivision to be known as Whitetail Creek as it meets the requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations. Ballot: *Ayes – Lichter, Stuart, Murante, Ackley, Whitfield, Mohr, Fenster, Torczon and Farrell. Nays – none. Abstain – none. Absent - Bliss and Malmquist. Motion carried.*



**SARPY COUNTY PLANNING
& BUILDING DEPARTMENT**

RECOMMENDATION REPORT

FINAL PLAT (FP 13-0004)

**APPLICANT: CELEBRITY HOMES – LOREN JOHNSON
PROPOSED PHASE II OF A RESIDENTIAL SUBDIVISION
KNOWN AS WHITETAIL CREEK**

PLANNING COMMISSION HEARING OF: MARCH 20, 2013

I. GENERAL INFORMATION

A. APPLICANT:

Celebrity Homes – Loren Johnson
14002 L Street
Omaha, NE 68137

B. PROPERTY OWNERS:

Celebrity Homes – Loren Johnson
14002 L Street
Omaha, NE 68137

C. SUBJECT PROPERTY LOCATION: Subject property is located north of Giles Road and east of 192nd Street. The entrance to the subdivision will be at Redwood Street in the Whitetail Creek Phase I area.

D. LEGAL DESCRIPTION: Part of the Southwest ¼ of Section 17, Township 14N, Range 11E of the 6th P.M. Sarpy County, NE.

E. SUBJECT PROPERTY SIZE: approximately 45 total acres

F. EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS:

- Future Land Use Designations: Urban Residential
- Zoning: RD-50 (Two-Family Residential District) – the property was rezoned at the time of the Preliminary Plat approval but the zoning does not become effective until the final plat is recorded

G. REQUESTED ACTION(S): To approve a Final Plat of an urban residential subdivision consisting of 131 single-family lots and 2 outlots to be known as Whitetail Creek Phase II.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Undeveloped

B. GENERAL VICINITY AND LAND USE

- North: Urban Residential Development - Sugar Creek Subdivision
- South: Undeveloped
- East: Undeveloped
- West: Existing Whitetail Creek with Gretna Public Elementary School

C. RELEVANT CASE INFORMATION:

- The Preliminary Plat and Change of Zone applications for Whitetail Creek were approved by the County Board on May 5, 2009.
- This project is Phase II of Whitetail Creek. Phase I is currently under development and consists of 107 lots as well as the Whitetail Creek Elementary School.
- The development will be served with utilities as follows: water by MUD, natural gas by Black Hills Energy, sanitary sewer by City of Gretna, and electrical power by OPPD.

D. APPLICABLE REGULATIONS:

- Sarpy County Comprehensive Development Plan
- Sarpy County Zoning Regulations:
 - Section 16, RD-50 Two-family Residential District
 - Section 38, Stormwater Regulations
- Sarpy County Subdivision Regulations

III. ANALYSIS / STAFF COMMENTS

A. COMPREHENSIVE PLAN:

- The Comprehensive Plan shows the area as future Urban Residential. This phase does not have any plan for trails or park areas; however, it will provide sidewalk linkages to Whitetail Elementary School along Briar Street. The terrain in creek area within Outlot C is not conducive to trails in this area.

B. TRAFFIC AND ACCESS:

- Proposed access points are as follows:
 - 192nd Street @ Redwood Street
 - Briarwood Street will be extended to tie into Whitetail Creek Phase I to the west
 - S. 189th Street will tie into the Sugar Creek subdivision to the north
 - S. 190th Street will tie into a future phase of Whitetail Creek to the south
 - Redwood, Black Walnut, and Briar Streets will eventually extend to the east to tie into future phases of the development area.
- Any street, road or other infrastructure improvements required will be the developer's responsibility.
- The Subdivision Agreement will outline requirements for road improvements on Giles Road.

C. OTHER AGENCY REVIEW/COMMENTS: The application was sent to jurisdictional agencies or departments that may have an interest.

- Comments were received from:
 - **Sarpy County Public Works** – Comments include question regarding requirements of the Post Construction Stormwater Management Plan. Please see copy of comments included in this packet.
 - **Sarpy County GIS** – Provided street names to match existing streets in street grid system. See attached copy of street map included in this packet.
 - **Papio Missouri River Natural Resource District** – Comments include the requirement of a Post Construction Stormwater Management Plan and prior to building permits being issued, final post construction stormwater management plans, a stamped drainage study, BMP certification, maintenance schedule and recorded easements must be submitted and approved. Please see copy of comments included in this packet.

- **Other responses** received indicated they had no comments or objections to the application.

D. GENERAL COMMENTS:

▪ **Final Plat:**

- Whitetail Creek has an active wastewater service agreement (WSA) signed by the SID, the City of Gretna, and the City of Omaha. As long as Phase II construction continues to match with the provisions in the WSA which includes MUD water service, there are no new requirements from the City of Omaha.
- Outlots B will be a landscaped entry sign feature. Outlot C is a wooded creek area which is unbuildable.
- The Post Construction Stormwater Plan must be submitted and approved for the project as well as submittal to the Permix Website for approval of a grading permit.
- Staff review comment letter was sent to applicant's engineer/surveyor and items are being addressed or corrected.

IV. STAFF RECOMMENDATIONS:

- Staff recommends **APPROVAL** of the proposed Final Plat of Phase II of the subdivision known as Whitetail Creek. Staff makes this recommendation as the Final Plat, with the comments as noted, is generally consistent with the approved Preliminary Plat and the Sarpy County Comprehensive Development Plan, and meets the requirements of the Sarpy County Zoning and Subdivision Regulations.

V. PLANNING COMMISSION RECOMMENDATION:

- **MOTION:** Ackley moved, seconded by Fenster, to recommend approval of the Final Plat of Phase II of a subdivision to be known as Whitetail Creek as it meets the requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations. Ballot: *Ayes – Lichter, Stuart, Murante, Ackley, Whitfield, Mohr, Fenster, Torczon and Farrell. Nays – none. Abstain – none. Absent – Bliss and Malmquist. Motion carried.*

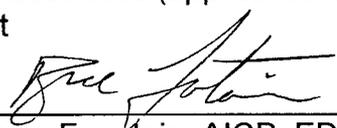
VI. ATTACHMENTS TO REPORT:

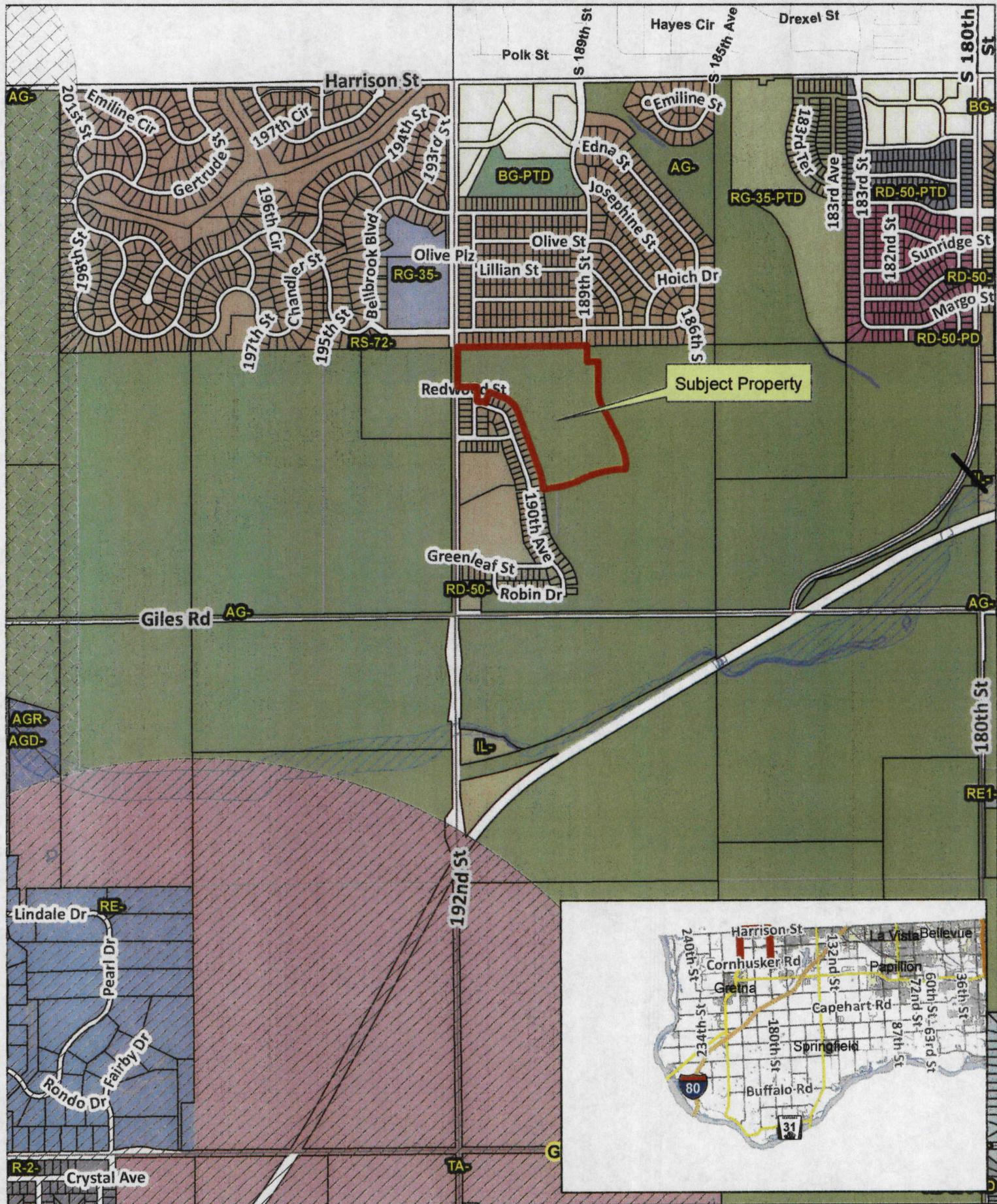
1. Current Zoning Map (showing subject property area)
2. Current Development Structure Plan – Figure 5.1 of Comprehensive Plan (showing subject property area)
3. Previously approved Preliminary Plat
4. Proposed Final Plat as submitted
5. Complete Final Plat Application (including Order of Magnitude Cost Estimate and Draft Residential Subdivision Agreement)
6. Comments received from jurisdictional agencies or departments having an interest.
7. Staff comment letter to applicant's engineer/surveyor

VII. COPIES OF REPORT SENT TO:

1. Celebrity Homes (applicant and owner)
2. Lamp Rynearson & Associates (applicant's engineer)
3. Public Upon Request

Respectfully submitted by:

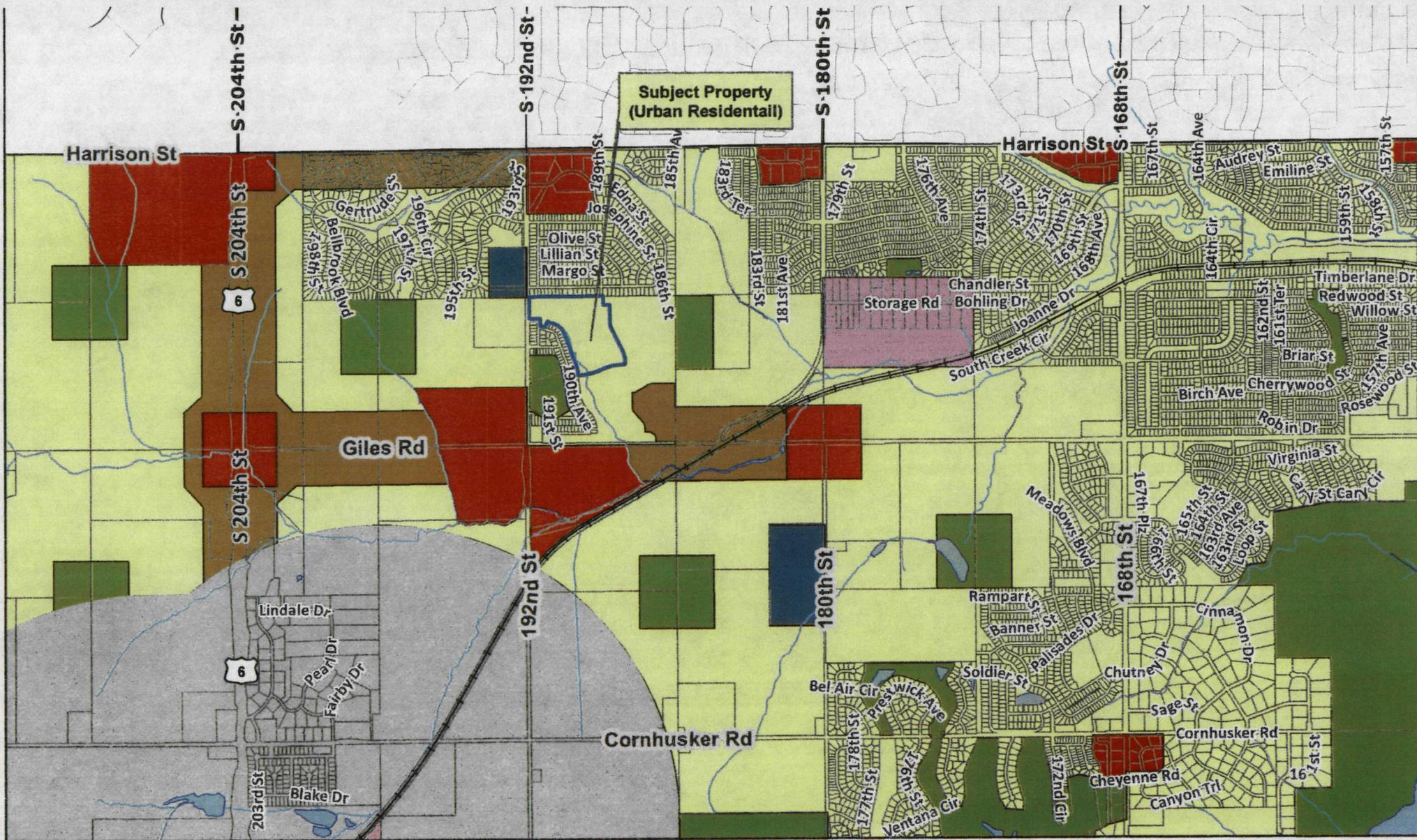

Bruce Fountain, AICP, EDFP – Planning Director



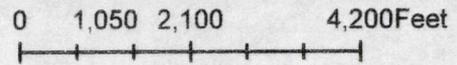
Vicinity Map - Zoning
192nd & Giles
Whitetail Creek Phase II - Final Plat

 Sarpy Highway Corridor Overlay





Current FLU - Sarpy Co



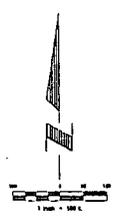
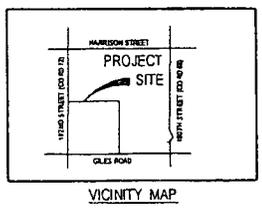
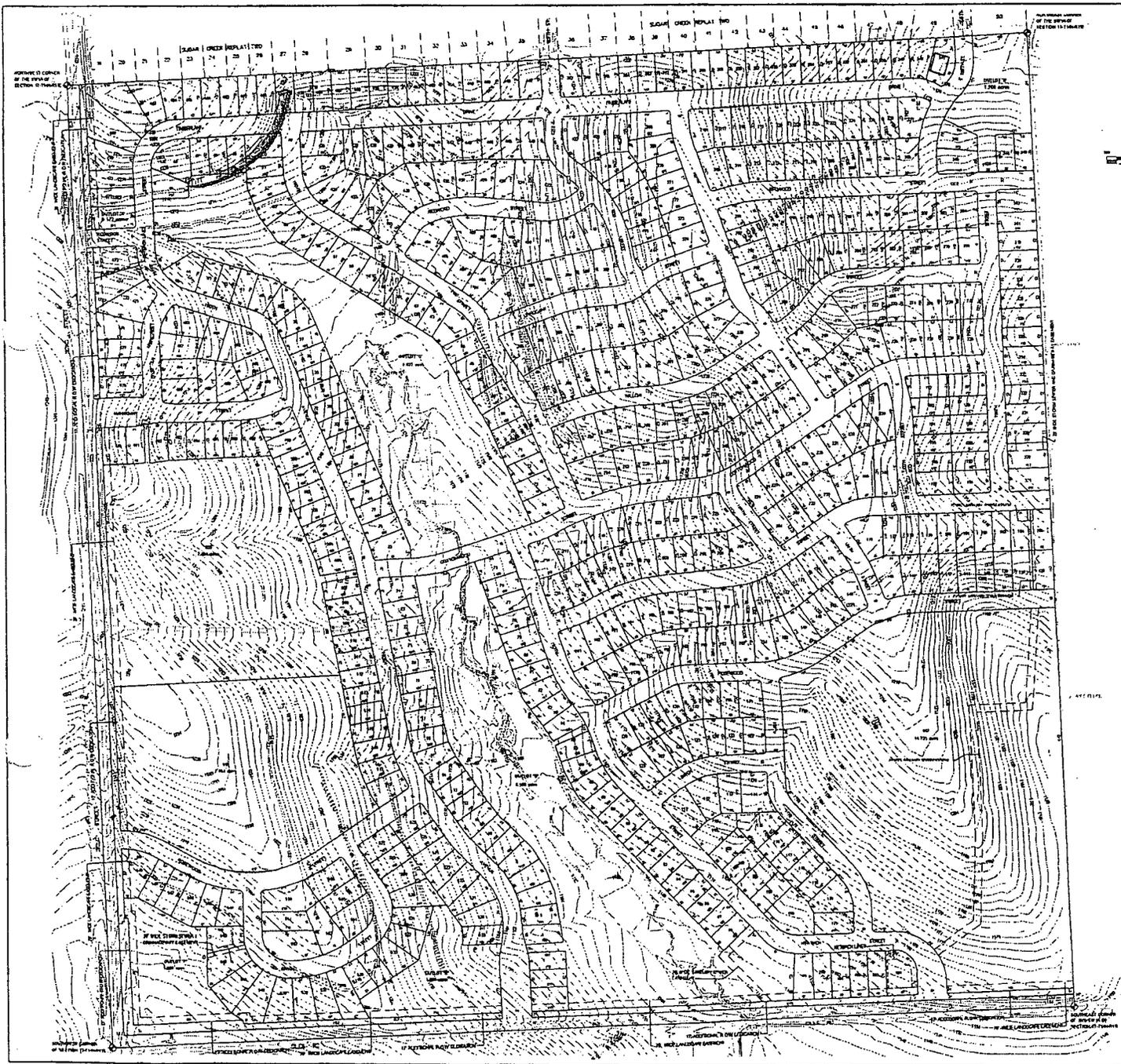
Whitetail Creek Phase II - Final Plat

Comprehensive Development Plan
Figure 5.1: Development Structure Plan
 Sarpy County, Nebraska

Legend

- | | | |
|------------------------------|---------------------------------|-----------------------|
| Bellevue Future Growth | Mixed Use | Cross County Arterial |
| Business Park | Mixed Use Center | City Limit |
| Civic | New Richfield Village | City ETJ |
| Conservation Residential | Park/School Site | |
| Estate Residential | Pflug Interchange Development | |
| Greenway | Residential - Community Systems | |
| Industrial | Urban Residential | |
| Light Industrial/Storage | Urban Residential II | |
| Long Term Residential Growth | | |





LEGAL DESCRIPTION:
 A TRACT OF LAND LOCATED IN THE SW/4 OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 5TH P.M., SARPY COUNTY, MISSOURI,
 CONTAINING AN AREA OF 134.931 ACRES, MORE OR LESS

DEVELOPER:
 BOYER YOUNG DEVELOPMENT COMPANY
 1719 GILES ROAD
 LA VISTA, MO 63040

TRACTS:
 DISTRICT #02
 PROPOSED: RD 34, LOTS 1 THRU 538 INCLUSIVE,
 RD 34, LOT 348 (SCHOOL),
 RD 34, OUTLOTS "A" THRU "I" INCLUSIVE,
 RD 34, LOT 348 (PARK),
 RD 34, LOT 347

TYPICAL SETBACKS

RD 34	FRONT YARD	25'
	SIDE YARD	5'
	STREET EDGE YARD	15'
	REAR YARD	25'
RD 13	FRONT YARD	25'
	SIDE YARD	5' FOR SLPORY STRUCTURES
	STREET SIDE YARD	25'
	REAR YARD	25'

- NOTES:**
1. DIRECT MONOLITHIC ACCESS WILL NOT BE ALLOWED TO GILES ROAD OR TO ROAD STREET FROM ANY LOTS ABUTTING ROAD STREETS
 2. TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEAD-END STREETS
 3. A STEEP SLOPE AND DRAMATICALLY SLOUGHT IS GRANTED OVER ALL OF OUTLOTS "A" THRU "I" INCLUSIVE.
 4. SIDEWALKS WILL BE CONSTRUCTED ALONG BOTH SIDES OF ALL STREETS AND ALSO ON GILES ROAD AND ROAD STREET.
 5. HOSWOOD STREET AND HAWKWOOD STREET INTERSECTIONS TO ROAD STREET SHALL BE RIGHT OF FRONT ONLY.

SARPY COUNTY BOARD OF COMMISSIONERS APPROVAL:
 THIS PRELIMINARY PLAT OF WHITEHALL CREEK LOTS MARKED AS SHOWN WAS APPROVED BY THE BOARD OF COMMISSIONERS

CHAIRMAN, SARPY COUNTY BOARD OF COMMISSIONERS DATE

APR 27 2009

ESA CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS

118 SOUTH MAIN STREET, SUITE 100
 ST. LOUIS, MISSOURI 63102
 PHONE: (314) 521-1000
 FAX: (314) 521-1001

WHITEHALL CREEK
 SARPY COUNTY, MISSOURI

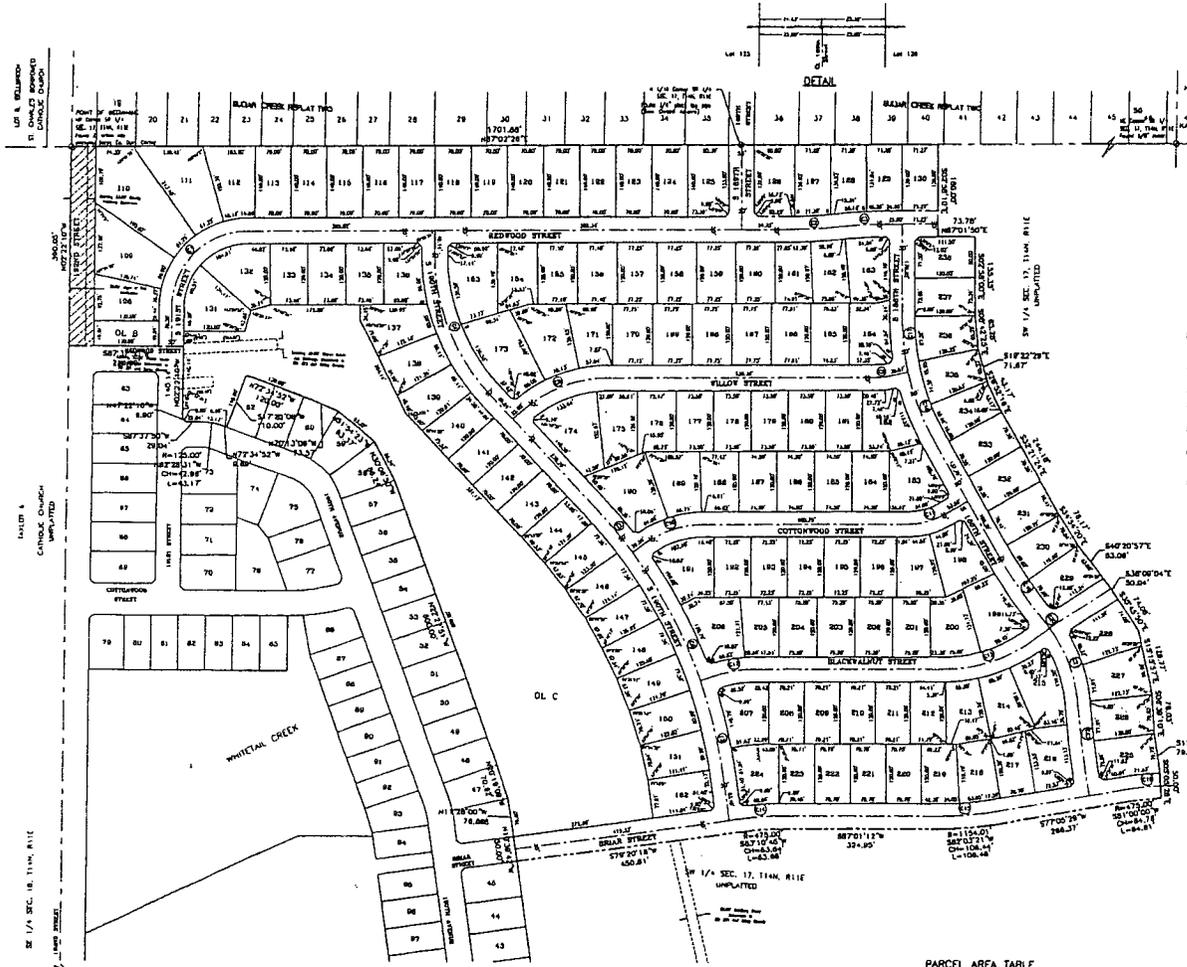
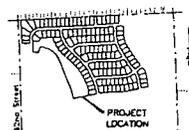
PRELIMINARY PLAT

DATE	BY	SCALE
APR 27 2009

LOCATED BY: M. J. HALL, S.E., 11/14/11

WHITETAIL CREEK

Lots 106 through 236, and Outlots B and C, being a platting of that part of the Southeast Quarter of Section 17, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska



ME 1/4 SEC. 17, 11th N. R11E
NATHAN L. JOHNSON
UNPLATTED

ME 1/4 SEC. 17, 11th N. R11E
UNPLATTED

- NOTES**
1. ALL DIMENSIONS ARE SHOWN IN DECIMAL FEET.
 2. ALL DIMENSIONS SHOWN ALONG CURVED ARE LINES DIMENSIONS NOT CHANGING DIMENSIONS.
 3. ALL UNDEVELOPED ARE SHOWN OTHERWISE NOTED.
 4. ALL LOT LINES OR CURVED STREETS ARE ADJACENT CHANGING WIDTH DIMENSIONS.
 5. DIMENSIONS FOR ANGLES SHOWN IN PARALLELS REFER TO INTERSECTIONS.
 6. LOTS 106 THROUGH 110 AND OUTLOT B ARE TO BE ADJACENT VEHICULAR ACCESS TO 19100 STREET.
 7. ALL CONVEYANCES CORRECTED BY THE COUNTY CLERK ARE INDICATED BY SHOWN IN THE CORNER LOT CORNER WITHIN UNDEVELOPED AREAS.



COUNTY TREASURER'S CERTIFICATE

I, the County Treasurer, have examined the plat and certify that the same is correct and conform to the laws of Nebraska in all respects and that the same is ready to be recorded in the records of the County.

County Treasurer

REVIEW BY SARPY COUNTY PUBLIC WORKS

This plat of WHITETAIL CREEK, Lots 106 through 236, and Outlots B and C was reviewed and approved by the County Public Works Director on this day of _____, 2013.

County Public Works Director

APPROVAL OF COUNTY BOARD OF COMMISSIONERS

This plat of WHITETAIL CREEK, Lots 106 through 236, and Outlots B and C was approved and authorized by the Board of Commissioners, on this day of _____, 2013.

Chairman, Board of Commissioners

LAND SURVEYOR'S CERTIFICATE

I, the Surveyor, have examined the plat and certify that the same is correct and conform to the laws of Nebraska in all respects and that the same is ready to be recorded in the records of the County.

Surveyor

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Surveyor

PARCEL AREA TABLE

Centerline Curve Data					Parcel Area		Parcel Area		Parcel Area		Parcel Area	
Curve #	Radius	Chord Length	Chord Bearing	Circle Angle	Parcel #	Area (SQ FT)						
C1	100.00	200.00	111.80	34.70°	106	1,000.00	107	1,000.00	108	1,000.00	109	1,000.00
C2	100.00	200.00	111.80	34.70°	110	1,000.00	111	1,000.00	112	1,000.00	113	1,000.00
C3	100.00	200.00	111.80	34.70°	114	1,000.00	115	1,000.00	116	1,000.00	117	1,000.00
C4	100.00	200.00	111.80	34.70°	120	1,000.00	121	1,000.00	122	1,000.00	123	1,000.00
C5	100.00	200.00	111.80	34.70°	124	1,000.00	125	1,000.00	126	1,000.00	127	1,000.00
C6	100.00	200.00	111.80	34.70°	130	1,000.00	131	1,000.00	132	1,000.00	133	1,000.00
C7	100.00	200.00	111.80	34.70°	134	1,000.00	135	1,000.00	136	1,000.00	137	1,000.00
C8	100.00	200.00	111.80	34.70°	140	1,000.00	141	1,000.00	142	1,000.00	143	1,000.00
C9	100.00	200.00	111.80	34.70°	144	1,000.00	145	1,000.00	146	1,000.00	147	1,000.00
C10	100.00	200.00	111.80	34.70°	150	1,000.00	151	1,000.00	152	1,000.00	153	1,000.00
C11	100.00	200.00	111.80	34.70°	154	1,000.00	155	1,000.00	156	1,000.00	157	1,000.00
C12	100.00	200.00	111.80	34.70°	160	1,000.00	161	1,000.00	162	1,000.00	163	1,000.00
C13	100.00	200.00	111.80	34.70°	164	1,000.00	165	1,000.00	166	1,000.00	167	1,000.00
C14	100.00	200.00	111.80	34.70°	170	1,000.00	171	1,000.00	172	1,000.00	173	1,000.00
C15	100.00	200.00	111.80	34.70°	174	1,000.00	175	1,000.00	176	1,000.00	177	1,000.00
C16	100.00	200.00	111.80	34.70°	180	1,000.00	181	1,000.00	182	1,000.00	183	1,000.00
C17	100.00	200.00	111.80	34.70°	184	1,000.00	185	1,000.00	186	1,000.00	187	1,000.00
C18	100.00	200.00	111.80	34.70°	190	1,000.00	191	1,000.00	192	1,000.00	193	1,000.00
C19	100.00	200.00	111.80	34.70°	194	1,000.00	195	1,000.00	196	1,000.00	197	1,000.00
C20	100.00	200.00	111.80	34.70°	200	1,000.00	201	1,000.00	202	1,000.00	203	1,000.00
C21	100.00	200.00	111.80	34.70°	204	1,000.00	205	1,000.00	206	1,000.00	207	1,000.00
C22	100.00	200.00	111.80	34.70°	210	1,000.00	211	1,000.00	212	1,000.00	213	1,000.00
C23	100.00	200.00	111.80	34.70°	214	1,000.00	215	1,000.00	216	1,000.00	217	1,000.00

SECTION CORNER TIES

NE 1/4 SEC. 18, 11th N. R11E
NATHAN L. JOHNSON
UNPLATTED

SE 1/4 SEC. 18, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 18, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 17, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 16, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 15, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 14, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 13, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 12, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 11, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 10, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 9, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 8, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 7, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 6, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 5, 11th N. R11E
UNPLATTED

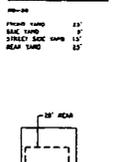
SW 1/4 SEC. 4, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 3, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 2, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 1, 11th N. R11E
UNPLATTED

ZONING SETBACKS



SETBACK REQUIREMENTS

NO SCALE

TYPICAL CORNER LOT CHAMFER DETAIL

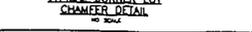


EXHIBIT A

NE 1/4 SEC. 18, 11th N. R11E
NATHAN L. JOHNSON
UNPLATTED

SE 1/4 SEC. 18, 11th N. R11E
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SW 1/4 SEC. 2, 11th N. R11E
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SW 1/4 SEC. 1, 11th N. R11E
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NE 1/4 SEC. 17, 11th N. R11E
NATHAN L. JOHNSON
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UNPLATTED

SW 1/4 SEC. 4, 11th N. R11E
UNPLATTED

SW 1/4 SEC. 3, 11th N. R11E



SARPY COUNTY PLANNING & BUILDING DEPT.

1210 GOLDEN GATE DRIVE PAPPILLION, NE 68046

PHONE: 402-593-1555 FAX: 402-593-1558

E-MAIL: PLANNING@SARPY.COM

FINAL PLAT APPLICATION

In order for your application to be considered **COMPLETE**, please answer all applicable questions and provide the following:

1. Submit complete Final Plat Application
2. Submit Non-Refundable Fee of \$699.00 made payable to Sarpy County Treasurer (additional fees may also be required to cover cost of mailing of public notifications)
3. Two (2) full sized, folded plat drawings
4. One (1) reduced size site plan drawing (8.5 x 11)
5. One (1) electronic copy of the plat drawing in PDF form
6. One (1) electronic copy in autoCAD format as required by the County GIS Section (for subdivisions of 20+ lots)
7. **Please review Sections 7 and 8 of the Sarpy County Subdivision Regulations for a complete list of Final Plat process and submittal requirements.**

PLANNING STAFF USE ONLY:

APPLICATION #: FP 13-0004
~~03-12-13~~ P02:12 RCVD Revised

DATE RECEIVED: 2-1-13 original

CP DESIGNATION: Urban Residential

CURRENT ZONING DESIGNATION: RD-50 once plat is record

PROPOSED ZONING DESIGNATION: N/A

APPLICATION FEE: Orig \$603 RECEIPT NO. #1964
shown 1296 #1975

PUBLIC NOTIFICATION
 PROCESSING FEE: \$ _____ RECEIPT NO. _____

RECEIVED BY: BFB/IDL

NOTES: _____

APPLICANT INFORMATION:

NAME: Celebrity Homes - Loren Johnson E-MAIL: ljohnson@celebrityhomesomaha.com

ADDRESS: 14002 L Street CITY/STATE/ZIP: Omaha, NE 68137

MAILING ADDRESS: _____ CITY/STATE/ZIP: _____
 (IF DIFFERENT)

PHONE: 402-896-3100 FAX: 402-896-6734

PROPERTY OWNER INFORMATION: (If multiple owners, please attach separate sheet)

NAME: Celebrity Homes - Chad Larsen E-MAIL: clarsen@celebrityhomesomaha.com

ADDRESS: 14002 L Street CITY/STATE/ZIP: Omaha, NE 68137

MAILING ADDRESS: _____ CITY/STATE/ZIP: _____
 (IF DIFFERENT)

PHONE: 402-896-3100 FAX: 402-896-6734

ENGINEERING/SURVEYING PROFESSIONAL'S INFORMATION:

NAME: John Coolidge, P.E. E-MAIL: john.coolidge@lra-inc.com

ADDRESS: 14710 W Dodge Road Suite 100 CITY/STATE/ZIP: Omaha, NE 68154

MAILING ADDRESS: _____ CITY/STATE/ZIP: _____
 (IF DIFFERENT)

PHONE: 402-496-2498 FAX: 402-496-2730

PROJECT DESCRIPTION: Describe the project in detail, including physical features of the site, proposed improvements, proposed uses or business, operating hours, number of employees, anticipated customers, etc. – Attach additional sheets if necessary.
PLEASE NOTE: A detailed project description is essential to the reviewing process of this request.

Whitetail Creek is the second phase (131 Lots) of a larger development. Whitetail Creek Phase I with 107 Lots including a school and park have already been completed. This phase is east of the creek with interior improvements including the creek crossing, sanitary sewer, storm sewer, concrete streets, water, gas and power.

PLAT INFORMATION: Complete each section in its entirety. If a question is not applicable to your project, please indicate this to show that each question has been carefully considered.

PLAT NAME: Whitetail Creek

ASSESSOR'S PARCEL NUMBER: 011592336, 011591981 **ADDITIONAL PARCEL NUMBERS** _____

GENERAL LOCATION: NE of 192nd and Giles Road
(example 189th & Giles Rd)

LEGAL DESCRIPTION: (Describe property to wit:) Part of the SW ¼ of Section 17, Township 14 N, Range 11 E of 6th PM Sarpy County, NE

SIZE OF PROPERTY: 45.148 acres **CURRENT ZONING:** AG **REQUESTED ZONING:** RD-50

SOURCE OF UTILITY SERVICES: Water - MUD Sewer - Gretna Outfall
Gas - Black Hills Energy Electric - OPPD

ADDITIONAL INFORMATION: Please use this space to provide any other information you feel is appropriate for Sarpy County to consider during review of your application. Attach extra sheets if necessary.

PLEASE NOTE THE FOLLOWING PROCEDURES:

1. The Planning Department will review the application material along with other appropriate departments and/or agencies and provide a recommendation report to the Planning Commission and County Board.
2. The Planning Commission will hold a public hearing and make a recommendation to the County Board.
3. The County Board will hold a public hearing and make a final decision on the Final Plat application.
4. All necessary agreements/drawings are to be recorded with the Sarpy County Register of Deeds, the cost of which will be borne by the applicant or the property owner.
5. Upon approval of the Final Plat, a certification of approval by the Board shall be endorsed thereon by the County Clerk, and eight (8) copies of the Final Plat shall be filed with the Register of Deeds office within 90 days. (3 mylar and 5 paper copies with signatures).
6. If a Change of Zoning application is applied for concurrently with the Preliminary Plat or Final Plat, the conditional approval of the plat also allows for conditional approval of the rezoning request, however, the rezoning does NOT become official until the Final Plat is approved and filed with the Register of Deeds office.

The applicant (or authorized agent) has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

[Signature] 3-12-13
Applicant Signature Date

I, the undersigned, understand a sign will be posted on my property and will remain until the public hearing process at the Planning Commission and County Board is complete. I further understand the Final Plat process as stated above and I authorize Sarpy County staff to enter the property for inspection related to the specific request during this process.

[Signature] 3-12-13
Owner Signature (or authorized agent) Date

Owner Signature (or authorized agent) Date

LOCATED IN: 1/4 SEC. 18, T14N, R11E

WHITETAIL CREEK

Lots 108 through 238, and Outlots B and C, being a platting of that part of the Southeast Quarter of Section 17, Township 14 North, Range 11 East of the 8th P.M., Sarpy County, Nebraska



ME 1/4 SEC. 17, T14N, R11E, MATTHEW L. JOHNSON UNPLATTED

- NOTES**
- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 - ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 - ALL ANGLES ARE 90 UNLESS OTHERWISE NOTED.
 - ALL LOT LINES OR CURVED STRIPS ARE RADIAL UNLESS OTHERWISE NOTED ORN.
 - SPACINGS AND ANGLES SHOWN IN PARALLELS REFER TO EASTING.
 - LOTS 108 THROUGH 110 AND OUTLOT B ALL HAVE AN EGRESS VEHICULAR ACCESS TO REDWOOD STREET.
 - ALL CHANGERS CORNER LOTS WILL BE DEMONSTRATED AS SHOWN BY THE CORNER LOT CHANGERS UNLESS NOTED OTHERWISE.

- LEGEND**
- SECTION LINE
 - BOUNDARY LINE
 - LOT LINE
 - CHANGERS LINE
 - STREET DEDICATION

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that the platting of the above described land is correct and in accordance with the laws of the State of Nebraska.

REVIEW BY SARPY COUNTY PUBLIC WORKS

This plat of WHITETAIL CREEK, Lots 108 through 238, and Outlots B and C was reviewed and approved by the Board of Commissioners, 1/18/2013.

APPROVAL OF COUNTY BOARD OF COMMISSIONERS

This plat of WHITETAIL CREEK, Lots 108 through 238, and Outlots B and C was reviewed and approved by the Board of Commissioners, 1/18/2013.

LAND SURVEYOR'S CERTIFICATE

I, MATHIAS J. HENRY, do hereby certify that I have made a preliminary survey of the above described land and that the same is correct and in accordance with the laws of the State of Nebraska.

Mathias J. Henry, Land Surveyor, State of Nebraska, License No. 1132-0111



DEDICATION

Each of the above described parcels is dedicated to the public use of the State of Nebraska for the purpose of being used as a public street.

FOR POWER AND COMMUNICATIONS

The undersigned do hereby dedicate to the public use of the State of Nebraska for the purpose of being used as a public street.

ACKNOWLEDGMENT OF NOTARY

I, the undersigned, do hereby certify that the above described land is correct and in accordance with the laws of the State of Nebraska.

APPROVAL OF COUNTY PLANNING DIRECTOR

This plat of WHITETAIL CREEK, Lots 108 through 238, and Outlots B and C was reviewed and approved by the County Planning Director, 1/18/2013.

APPROVAL OF COUNTY PLANNING COMMISSION

This plat of WHITETAIL CREEK, Lots 108 through 238, and Outlots B and C was reviewed and approved by the County Planning Commission, 1/18/2013.

PARCEL AREA TABLE

Centerline Curve Table					Parcel Area		Parcel Area		Parcel Area	
Curve #	Radius	Start Length	Chord Length	Chord Bearing	Parcel #	Area (SQ)	Parcel #	Area (SQ)	Parcel #	Area (SQ)
C1	150.00	134.62	211.80	44°11'31" E	108	1,100.00	109	1,100.00	110	1,100.00
C2	1000.00	98.74	99.73	88°50'44" E	111	1,100.00	112	1,100.00	113	1,100.00
C3	1000.00	98.74	99.73	88°50'44" E	114	1,100.00	115	1,100.00	116	1,100.00
C4	400.00	39.81	40.80	81°30'00" E	117	1,100.00	118	1,100.00	119	1,100.00
C5	1000.00	114.48	114.43	54°52'31" E	120	1,100.00	121	1,100.00	122	1,100.00
C6	1000.00	391.01	388.86	83°32'33" E	123	1,100.00	124	1,100.00	125	1,100.00
C7	1000.00	198.44	198.11	81°48'31" E	126	1,100.00	127	1,100.00	128	1,100.00
C8	300.00	29.18	30.17	88°50'44" E	129	1,100.00	130	1,100.00	131	1,100.00
C9	300.00	124.90	124.88	88°50'44" E	132	1,100.00	133	1,100.00	134	1,100.00
C10	180.00	78.81	78.07	87°19'34" E	135	1,100.00	136	1,100.00	137	1,100.00
C11	300.00	83.38	83.88	47°57'38" E	138	1,100.00	139	1,100.00	140	1,100.00
C12	300.00	185.11	187.91	88°51'38" E	141	1,100.00	142	1,100.00	143	1,100.00
C13	300.00	87.50	88.88	88°51'38" E	144	1,100.00	145	1,100.00	146	1,100.00
C14	300.00	102.81	102.11	48°57'12" E	147	1,100.00	148	1,100.00	149	1,100.00
C15	300.00	43.83	43.78	48°57'12" E	150	1,100.00	151	1,100.00	152	1,100.00
C16	300.00	111.00	110.77	80°19'28" E	153	1,100.00	154	1,100.00	155	1,100.00
C17	300.00	148.48	148.88	81°01'18" E	156	1,100.00	157	1,100.00	158	1,100.00
C18	1000.00	177.80	177.78	81°01'18" E	159	1,100.00	160	1,100.00	161	1,100.00
C19	300.00	17.00	17.00	84°00'00" E	162	1,100.00	163	1,100.00	164	1,100.00
C20	300.00	190.21	188.83	82°27'51" E	165	1,100.00	166	1,100.00	167	1,100.00
C21	300.00	190.21	188.83	82°27'51" E	168	1,100.00	169	1,100.00	170	1,100.00
C22	184.84	178.42	179.28	81°01'18" E	171	1,100.00	172	1,100.00	173	1,100.00

SECTION CORNER TIES

NE CORNER 1/4 SEC. 17, T14N, R11E, RUTH A. WOODS UNPLATTED

ZONING SETBACKS



TYPICAL CORNER LOT CHANGER DETAIL

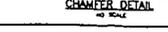


EXHIBIT A

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
www.LS-A-INC.com

LAMP RYNEARSON
LAND SURVEYORS & ENGINEERS
WHITETAIL CREEK (Lots 108-238 and Outlots B and C)
SARPY COUNTY, NEBRASKA

100 Patten-Neale
0109087.03-003
12-2013

ORDER OF MAGNITUDE COST ESTIMATE

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable
SANITARY SEWER							
Interior	6433	LF	\$321,000.00	\$457,200.00	\$4,500.00	\$452,700.00	\$0.00
Outfall	1480	LF	\$73,400.00	\$104,600.00	\$4,100.00	\$100,500.00	\$0.00
Connection Fees	131	Lots	\$222,800.00	\$260,400.00	\$37,600.00	\$0.00	\$222,800.00
STORM SEWER							
Storm Sewer Land Acquisition	3970	LF	\$429,200.00	\$606,500.00	\$606,500.00	\$0.00	\$0.00
Storm Sewer Land Acquisition	6.15	AC	\$147,600.00	\$177,389.22	\$177,389.22	\$0.00	\$0.00
PAVING							
Minor	22200	SY	\$666,841.73	\$943,287.63	\$216,000.00	\$727,287.63	\$0.00
WATER							
Interior	8100	LF	\$446,100.00	\$571,400.00	\$0.00	\$571,400.00	\$0.00
Pioneer Main Fee	1	LS	\$99,400.00	\$117,500.00	\$117,500.00	\$0.00	\$0.00
POWER							
POWER	131	Lots	\$115,300.00	\$147,600.00	\$0.00	\$147,600.00	\$0.00
PLAN REVIEW FEE							
PLAN REVIEW FEE	1	%	\$20,360.31	\$22,874.81	\$22,874.81	\$0.00	\$0.00
Total			\$2,542,002.03	\$3,408,751.66	\$1,186,464.03	\$1,999,487.63	\$222,800.00

Specials per Lot \$15,300.00

ASSESSABLE VALUATION

Residential Home	131	Units	\$210,000.00 =	\$27,510,000.00
			Total 100% Valuation	= \$27,510,000.00
			Total 90% Valuation	= \$24,759,000.00
			DEBT RATIO	= 4.79%

DRAFT

RESIDENTIAL SUBDIVISION AGREEMENT
(PUBLIC FINANCING UTILIZED)

This Subdivision Agreement made as of the dates indicated at the signatures below by and between Celebrity Homes, Inc., a Nebraska ~~limited liability company~~ 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 "A" (hereinafter defined as the "Development Area"), known as Whitetail Creek, Lots 108-206, a subdivision surveyed, platted and recorded 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 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 shall be specially assessed; and

WHEREAS, Developer, District and County have previously entered into a Residential Subdivision Agreement approved by the Sarpy County Board of Commissioners on March 29, 2011 (hereinafter referred to as the "Original Subdivision Agreement"); and-

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” 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.
- H.I. “Future Phase Development” shall mean the land located within the corporate limits of the District but no within the Development Area, i.e. Lots 207 through 485, inclusive, and Outlot “D”.

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. Construction of and concrete paving of all streets dedicated pursuant to the plat (see Exhibit "A"); 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. 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 Lamp, Ryneerson and Associates, 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") plans and specifications for said sewer improvements shall be located as shown on the plans and specifications for said storm sewer improvements prepared by Lamp, Ryneerson & Associates, 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 schematic representation of which is attached hereto as Exhibit "FD."
- F. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Metropolitan Utilities District or Peoples Natural Gas 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 on both sides of a paved street within the dedicated street right-of-way, with a minimum width as required by the existing County Zoning and Subdivision Regulations. 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. For any improved or built upon lot: Abutting sidewalks shall be constructed immediately or as soon as weather permits.
 2. For any vacant or unimproved lot: When sixty-five percent (65%) of lots on one side of a street have been improved, sidewalks shall be constructed on all vacant lots located on that side of the street with the sixty-five percent (65%) build out.
 3. In any event, all sidewalks shall be constructed upon the public streets within three (3) years of the recording of the subdivision plat.
- J. Landscaping shall be located as shown on the Landscape Exhibit prepared by —Lamp, Ryneason & Associates attached hereto as Exhibit ~~2222~~H and shall be installed in accordance with the terms of the Original Subdivision Agreement.
- ~~K. Purchase of park property as per plat (see Exhibit “A”) is subject to price and terms to be approved in writing by County.~~
- ~~L.K.~~ Street signs at all intersections per plat (see Exhibit “A”) shall comply with the “Manual of Uniform Traffic Control Devices.”
- ~~M.L.~~ Sewer fees paid to the County.
- ~~N.M.~~ Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Grading & Post Construction Stormwater Management Plan, attached hereto as Exhibit ~~2222~~E
- ~~O.N.~~ The Development Area shall be graded as shown on the Grading Exhibit & Post Construction Stormwater Management Plan prepared by —Lamp, Ryneason & Associates attached hereto as Exhibit ~~XXXXE~~E. 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. 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.

- P. Paving, widening and associated improvements to Giles Road shall be completed in accordance with the terms and conditions of the Original Subdivision Agreement.

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, 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 from County 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, or publicly owned outlot frontage, if required, 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 inside or outside 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 "B" attached hereto may be generally obligated.
 4. One hundred percent (100%) of the cost of outfall sewer lines and lift stations 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 water mains in excess of eight inches (8") 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 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. 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 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. 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 and/or permanent sediment and erosion control facilities shall be paid for privately by the

Developer. Removal of said sediment and erosion control measures may be a general obligation of the District. All silt ponds/basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. 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 from its operating fund.
 - c. Silt pond/basin closure or removal may be a general obligation of the District.
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 remedy said hazard or nuisance or remove the silt pond/basin. Removal of the silt pond/basin may be recommended even prior to the time when seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. 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, County may fix the nuisance or hazard (up to and including silt pond/basin removal) and assess any and all costs of said remedy or removal against the District.

a.3. Storm sewer associated with post construction storm water management shall be constructed during the grading of the site and initially paid for privately by the Developer. The costs for this work shall be reimbursed to the Developer by the District and this cost may be a general obligation of the District.

L. 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.

L.M. Any charges not specifically approved for general obligation in Paragraphs A. through K. of this Section shall be specially assessed.

M.N. 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. 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 line is designed and sized to serve properties outside the Development Area, the cost of an extension line that would be installed if only the Development Area were to be specially assessed and the cost of oversizing the line 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.

- 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.
- B. ~~Alternate of outfalls that serve a district, but no "upstream" areas.~~ Title to the wastewater sewer outfall outside the boundaries of District, as well as any associated easements, all as

shown on ~~Exhibit "B,"~~ 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.

~~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.

- ~~1. Alternate for oversized outfalls within a district's boundaries serving "upstream" areas: Title to the wastewater sewer outfall, as well as any associated easements, all as shown on Exhibit "B," 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 into said outfall, without prior written approval by the County, according to any laws, rules or regulations that may be applicable. The County shall pay to the District the cost of the construction of the portion of the outfall outside of the boundaries of the District, and for the cost of oversizing that portion of the outfall within the boundaries of the District, to the extent said oversizing is necessary to serve areas outside of the boundaries of the District.~~
- ~~2. For the purpose of determining said cost, only construction costs, engineering fees, design fees, and the costs associated with the acquisition of easements shall be included. County shall pay District the total of the construction costs as described herein, without any provisions for interest that may accrue. County's payment shall be in the form of a credit for applicable sewer connection fees payable for the platting of the Development Area. The remaining balance, if any shall be paid from any further sewer connection fees, if any, that County receives from connections within the Development Area. County shall remit any such fees to District within thirty (30) days of receipt. In no event shall District receive sewer connection fees and/or credit for sewer connection fees in an amount that exceeds the cost of the sewer, as defined in the preceding paragraph.~~
- ~~3. District shall be allowed to connect said outfall to the County's outfall upon the completion of the construction of the outfall in conformity with plans and specifications approved by the County. County's approval and acceptance of the outfall shall not be unreasonably withheld. County shall have the right to collect~~

~~applicable fees and charges for any connections to County's system, except for connections that serve areas within the boundaries of the District. 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.~~

a. ~~OPTION to HIGHLIGHT Above: County shall have the right to collect applicable fees and charges for any connections to County's system, and, except for connections that serve areas within the boundaries of the District, 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 the County.~~

~~E.C.~~ 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.D.~~ 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.E.~~ 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.F.~~ 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.G.~~ Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.

1 J.H. 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. 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 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 the final plat attached hereto and known as Exhibit A.

SECTION
XI.

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
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:

For Sanitary and Improvement District:

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

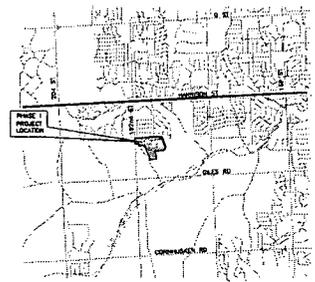
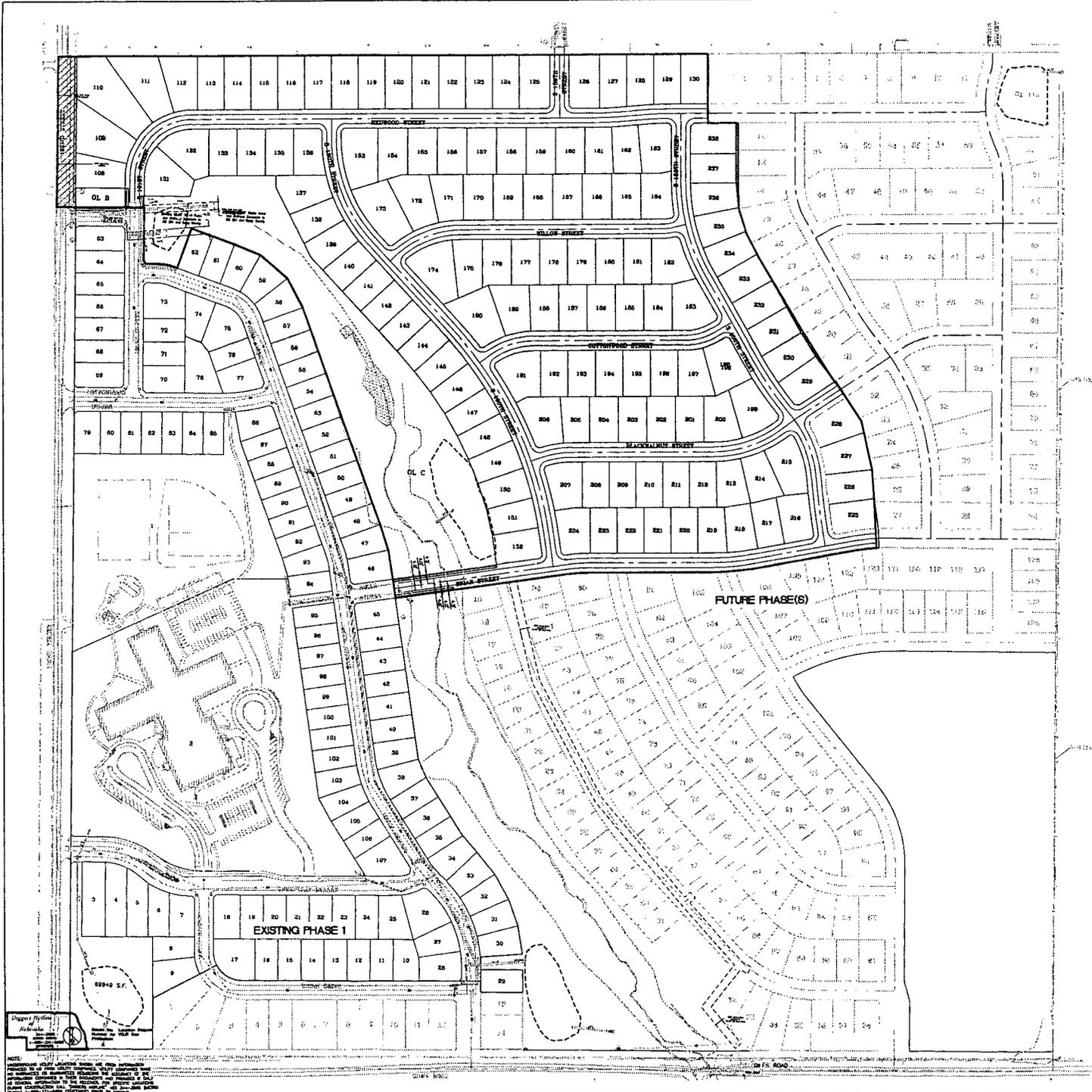
Attest:

Clerk, Board of Trustees

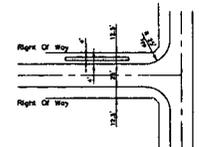
Developer:

~~ABC Developer~~ Celebrity Homes, Inc. _____

Principal



LOCATION MAP



Diagrams Modified
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PROJECT NO. 100
DATE: 03/12/2013
DRAWN BY: J. RYNEARSON
CHECKED BY: J. RYNEARSON
APPROVED BY: J. RYNEARSON

LAMP RYNEARSON & ASSOCIATES
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
402.485.2730
www.LRA-Nebraska.com

**WHITETAIL CREEK, LOTS 108 - 238
FINAL PLAN
SIDEWALKS**

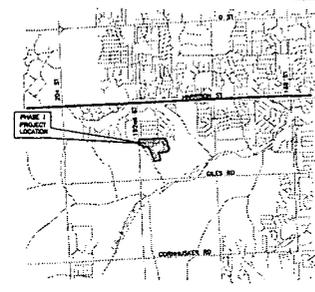
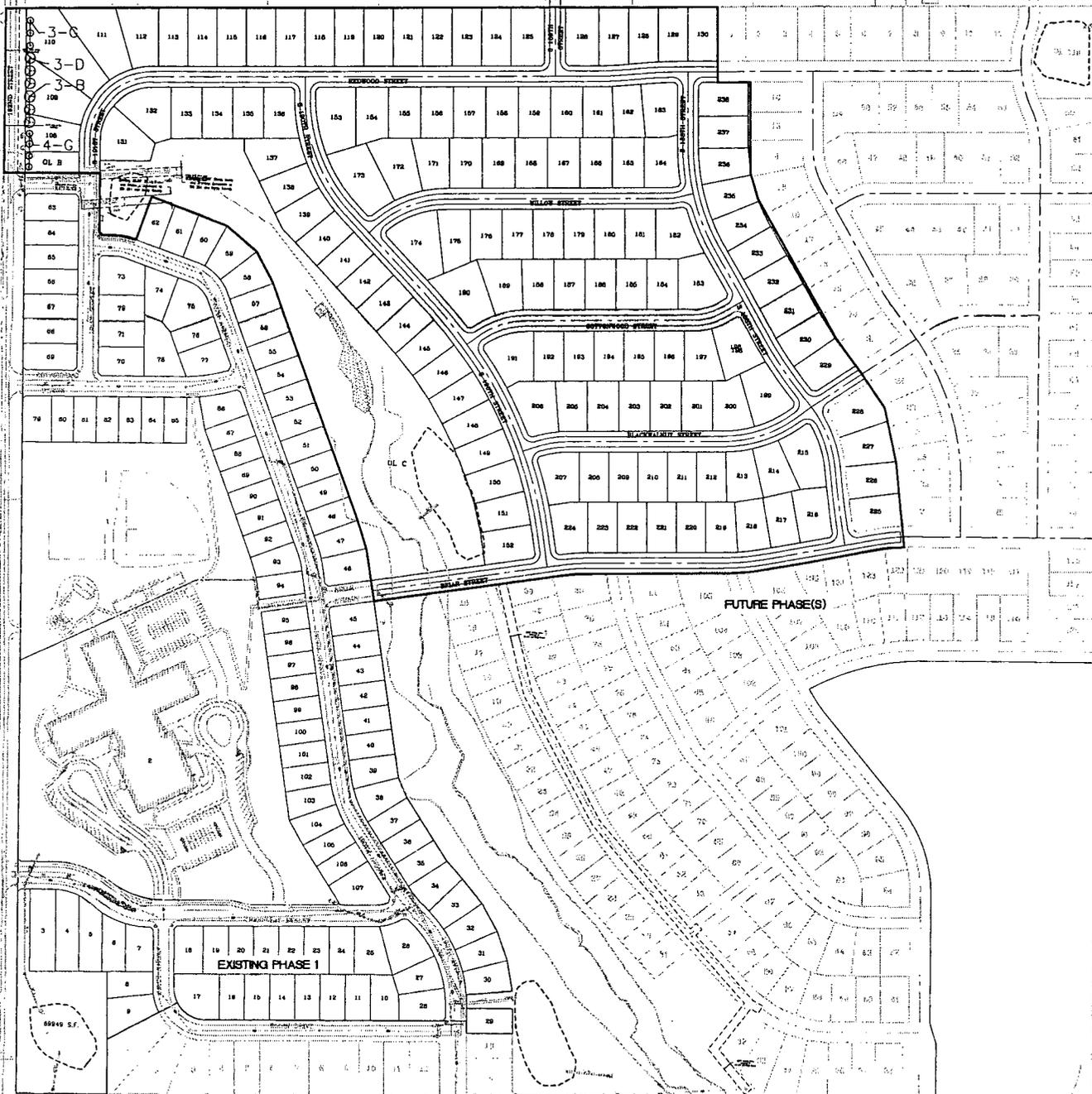
SANITARY AND IMPROVEMENT DISTRICT NO. 281 (WHITETAIL CREEK)
SARPY COUNTY, NEBRASKA

PROJECT NO. 100
DATE: 03/12/2013
DRAWN BY: J. RYNEARSON
CHECKED BY: J. RYNEARSON
APPROVED BY: J. RYNEARSON

**WHITETAIL CREEK, LOTS 108 - 238
FINAL PLAN
SIDEWALKS**

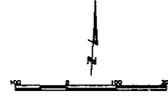
SANITARY AND IMPROVEMENT DISTRICT NO. 281 (WHITETAIL CREEK)
SARPY COUNTY, NEBRASKA

EXHIBIT E



PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	11	Acer rubrum 'Frankford'	Red Sunset Maple	7'	B&B
B	33	Gleditsia triacanthos 'Skyline'	Saville Honeylocust	7'	B&B
C	26	Celtis occidentalis	Hickberry	7'	B&B
D	27	Acer ginnala	Amur Maple	1 1/2'	B&B
E	22	Molus 'Red Splendid'	Red Splendor Crabapple	1 1/2'	B&B
F	18	Picea abies	Norway Spruce	5'-6'	B&B
G	19	Abies concolor	Concolor Fir	5'-6'	B&B



Drawn by	AK
Checked by	AK
Approved by	
Scale	AS SHOWN
Project	
Sheet	

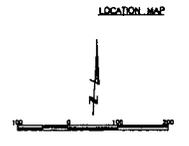
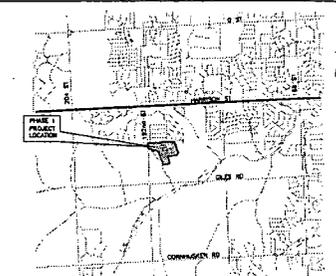
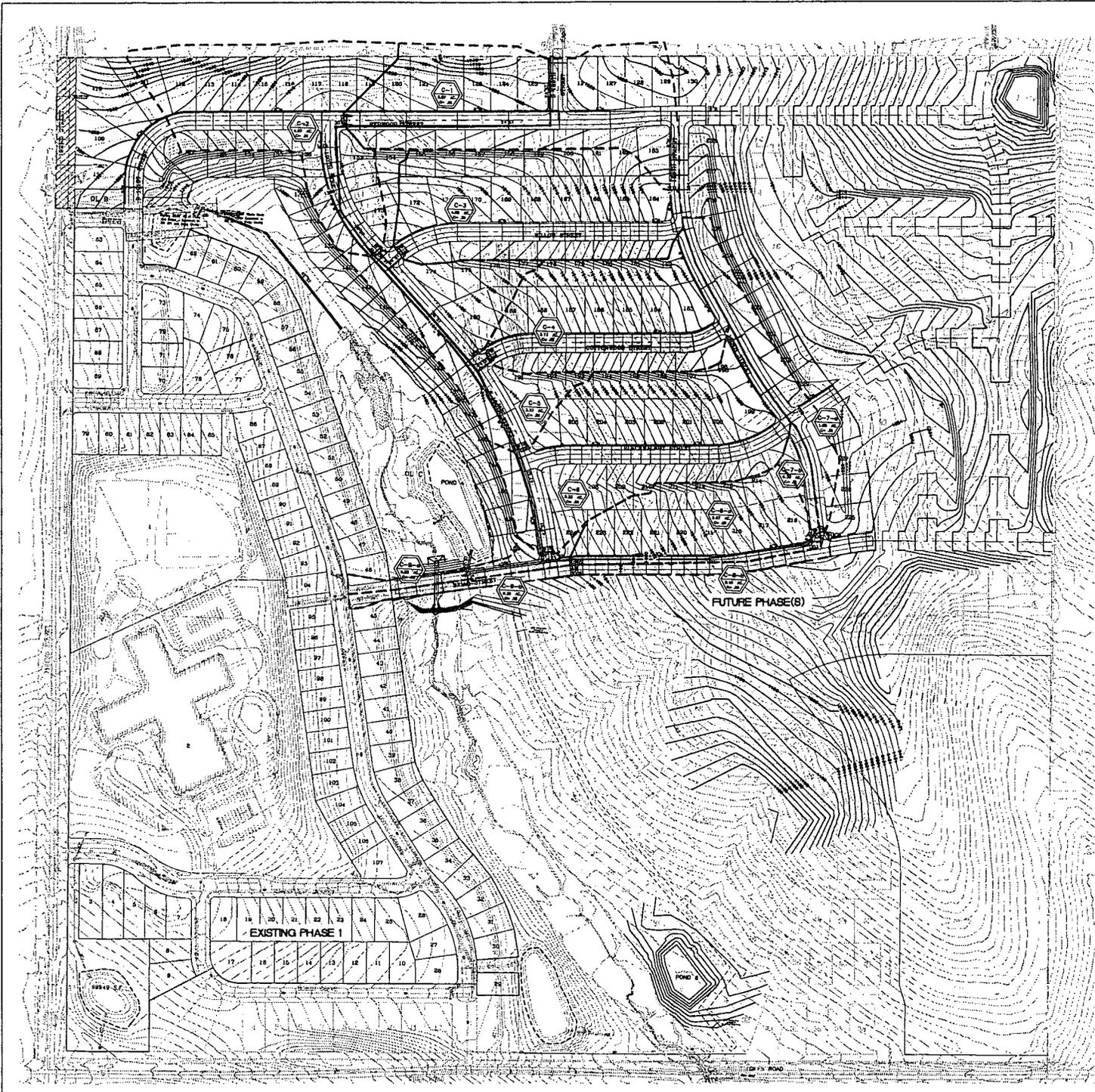
14715 West Dodge Road, Suite 100 - 402.486.0488
 Omaha, NE 68144-2527
 www.lamp.com

LAMP RYNEARSON
 & ASSOCIATES

SANITARY AND IMPROVEMENT DISTRICT NO. 281 (WHITETAIL CREEK)
 SARPY COUNTY, NEBRASKA

FINAL PLAT
 LANDSCAPE

EXHIBIT F



- LEGEND**
- Proposed Contours
 - Existing Contours
 - Proposed Storm Sewer
 - Proposed Manhole
 - Proposed F.E.S.
 - Proposed Curb Inlet (By Others)
 - Proposed Area Inlet
 - Proposed Odors
 - Proposed Drainage Basins
 - Proposed Drainage Basins Label
 - Proposed Phase Line

POST CONSTRUCTION BASIN		
BASIN INFORMATION	DRAINAGE AREA C	DRAINAGE AREA E
POND NUMBER	4	6
RECEIVING STREAM	SOUTH PAPILLON CREEK	SOUTH PAPILLON CREEK
SIZE OF DRAINAGE AREA (AC)	32.4	18.5
WQV REDUCED (CY)	2178.0	1234.8
WQV PROVIDED (CY)	2737.8	1346

EXHIBIT G

Design Station: Nebraska, Missouri, Kansas, Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, West Virginia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador.

NOTE: THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

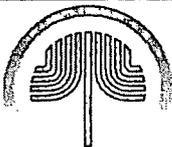
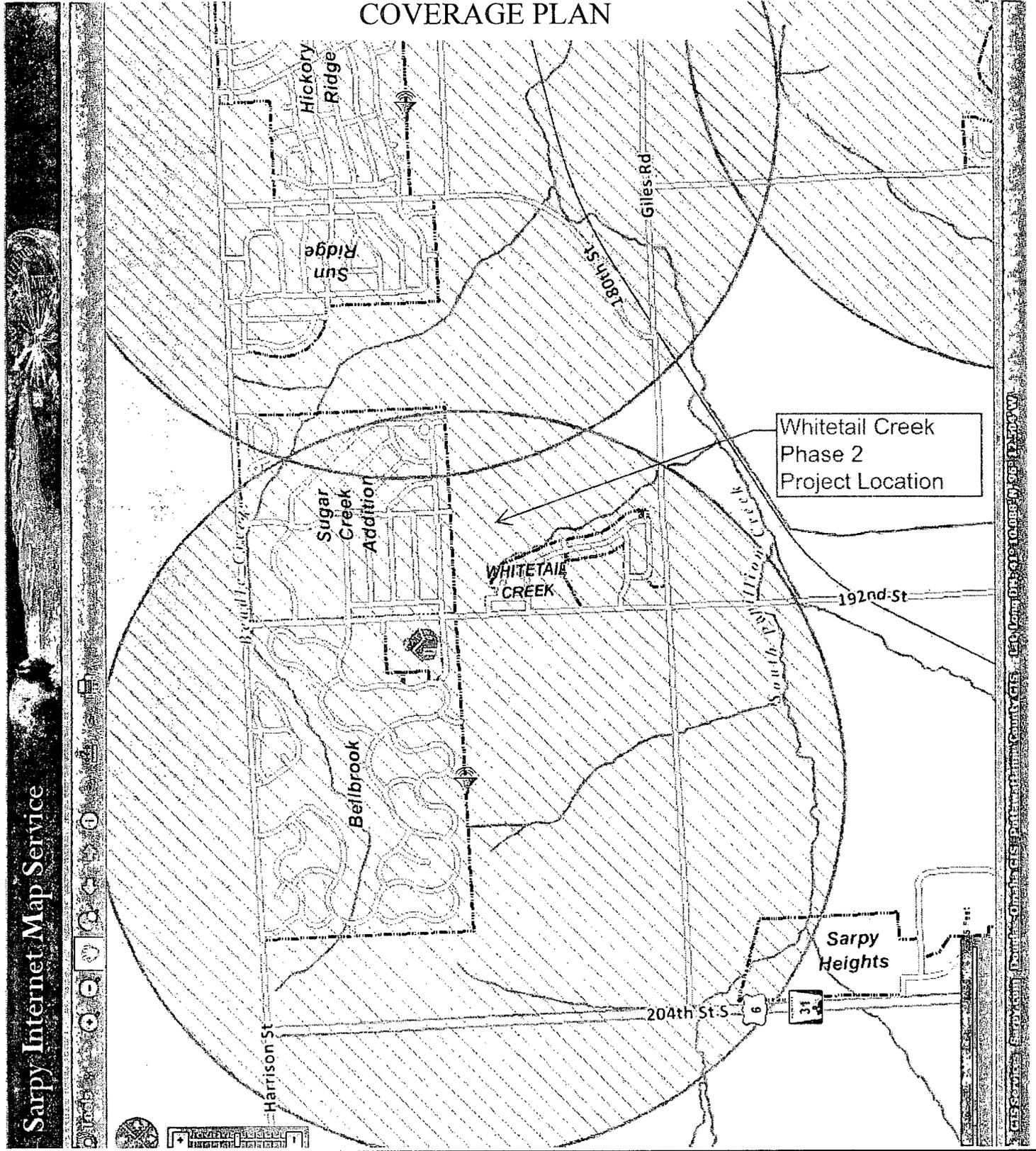
LAMP RYNEARSON & ASSOCIATES
 12710 West Dodge Road, Suite 100 - 682 262-2488 (P)
 Omaha, NE 68134-2227
 Fax: 681-362-2227
 www.LRAinc.com

PROJECT NO. 108-238
 SHEET NO. 01/000612D-002
 DATE: 12/12/13

WHITETAIL CREEK, LOTS 108 - 238
 FINAL PLAT
 GRADING AND POST CONSTRUCTION
 STORMWATER MANAGEMENT

DATE: 12/12/13
 SHEET: 1 of 1

EXHIBIT I WARNING AND NOTIFICATION COVERAGE PLAN



**LAMP RYNEARSON
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P
 Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

drawn by	designed by	reviewed by	project - task number	date	book and page	revisions
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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

MEMO

TO: Donna Lynam, Zoning Administrator / Building Inspector
FROM: Patrick M. Dowse, P.E., Engineering Manager *pmo*
DATE: February 22, 2013
RE: Final Plat Submittal Review – Whitetail Creek Phase II

Sarpy County Public Works has reviewed the February 1, 2013 submittal by Celebrity Homes in regards to the Final Plat application for Phase II of the Whitetail Creek development. After review, Public Works has the following comments:

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

Please verify this phase of development is exempt from the current requirements of the Post Construction Stormwater Management Plan criteria as the preliminary plat was approved prior to adoption of the current requirements. Drainage Basin C has only been designed to account for the first ½ inch runoff requirements.

Please let me know if you have any further questions.

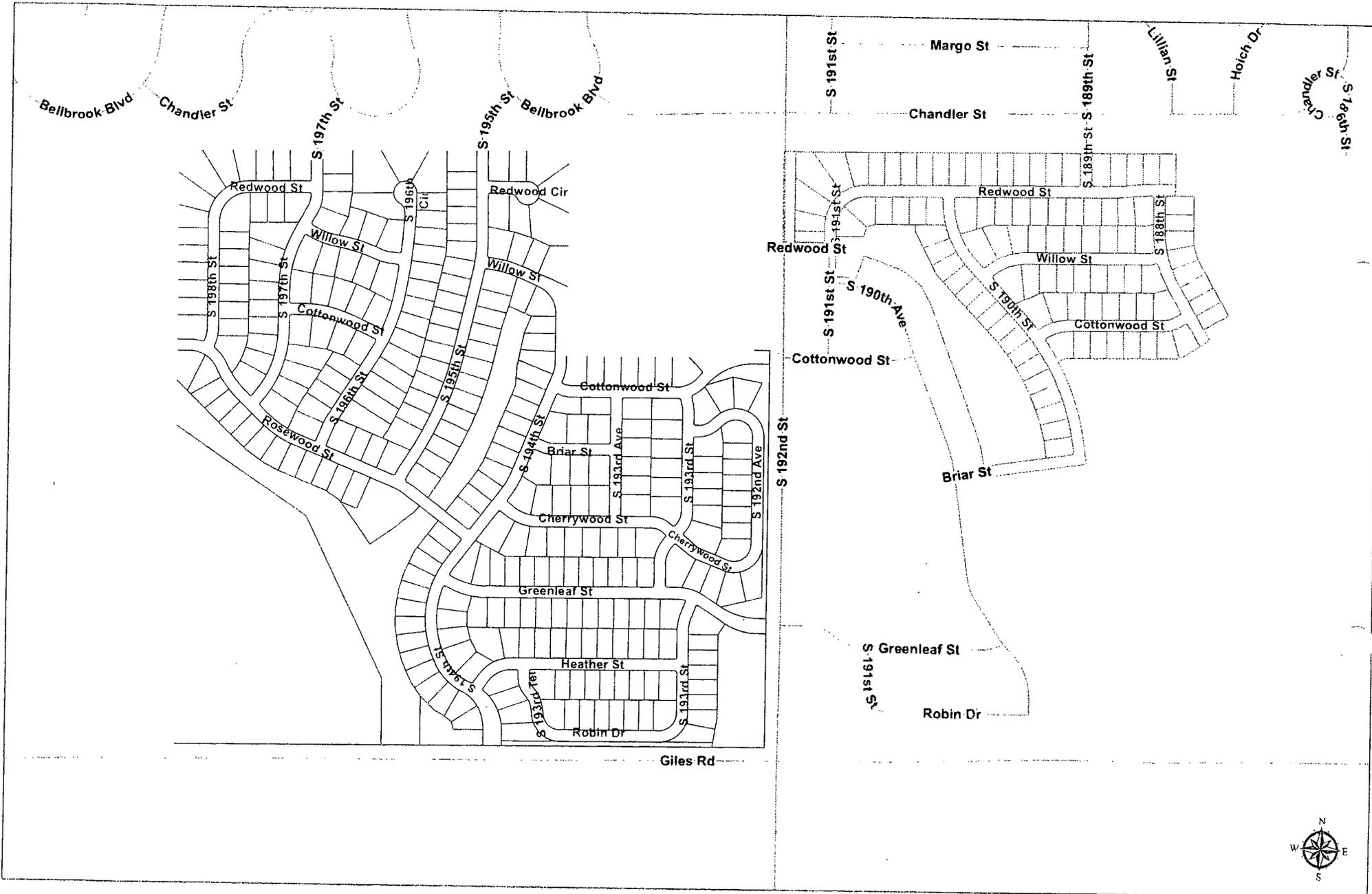
Bruce Fountain

From: Nikki Lampe
Sent: Friday, February 22, 2013 4:17 PM
To: Kelly Jeck
Cc: Donna Lynam; Bruce Fountain
Subject: Rimmington Ridge & Whitetail Creek Phase 2
Attachments: RemmingtonRidgeWhitetailCreek2NAMES.pdf

Attached is a map with street names for the proposed subdivisions. Names have been reviewed and approved with GIS and Sarpy County 911.

Nikki Lampe
Sarpy County GIS
1210 Golden Gate Dr
Papillion, NE 68046

402-593-4451 (ph)
nikki@sarpy.com



Bellbrook Blvd

Chandler St

S 197th St

S 195th St

Bellbrook Blvd

Redwood St

Redwood Cir

Willow St

Willow St

Cottonwood St

Cottonwood St

Rosewood St

S 194th St

Briar St

Cherrywood St

Greenleaf St

Heather St

Robin Dr

Giles Rd

S 191st St

Margo St

Chandler St

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Lillian St

Hoich Dr

S 186th St

S 187th St

Redwood St

Redwood St

Willow St

Cottonwood St

Cottonwood St

S 190th Ave

S 190th St

Briar St

Greenleaf St

Robin Dr

S 192nd St

S 191st St



February 22, 2013

Bruce Fountain, Director
Sarpy County Planning Department
Papillion, NE 68046



RE: Whitetail Creek Phase II Final Plat Application Review

Dear Mr. Fountain:

The District has reviewed the final plat application for Whitetail Creek Phase II located northeast of 192nd Street and Giles Road in Sarpy County, Nebraska, prepared by Lamp Rynearson & Associates, Inc. The District has the following comments:

- Post Construction Stormwater Management Plans must be submitted with the final plat.
- Prior to building permits being issued final post construction stormwater management plans, a stamped drainage study, BMP certification, maintenance schedule and recorded easements should be submitted to the County.

If you have any questions or concerns, please contact me at (402) 444-6222 or at llaster@papionrd.org.

Sincerely,

Lori Ann Laster, CFM
Stormwater Management Engineer

Cc: Marlin Petermann, Gerry Bowen, Amanda Grint, P-MRNRD

\\laster\Documents\Permit-Zoning Reviews\Sarpy County\Reach 8-11\130222-Whitetail Creek.docx

Reach: 8-11



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

MEMO

TO: Donna Lynam, Zoning Administrator / Code Enforcement

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

DATE: March 20, 2013

RE: Whitetail Creek Phase II Post Construction Requirements

Public Works has reviewed your request for a recommendation in regards to requiring Phase II of Whitetail Creek to be compliant with the current conditions of the Post Construction Storm Water Management Plan. After reviewing the correspondence, Planning Commission Minutes and Board Resolutions, it appears the previous Planning Director had recommended approval of the Preliminary Plat without the more stringent requirements as the platting process had begun prior to the County Board's adoption of the 2008 Post Construction requirements.

Public Works is not in a position to overturn the recommendations of the Planning Director as the precedent has been set for the entire parcel. We would encourage the developer and the Engineer of Record to look into meeting these requirements as the remaining phases are designed, but we cannot make this a requirement.

Please let me know if you have any further questions.



Sarpy County Planning & Building Department

Bruce Fountain, AICP, EDFP – Director

1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-1555
Fax: 402-593-1558
www.sarpy.com/planning

March 13, 2013

Lamp, Rynearson and Associates, Inc.
John Coolidge, P.E.
14710 W Dodge Road, Suite 100
Omaha, NE 68154

RE: WHITETAIL CREEK FINAL PLAT SUBMITTAL

The application for a Final Plat for "Whitetail Creek" has been reviewed by the Planning Department staff and we have the following comments:

- A copy of any private restrictions or covenants affecting the subdivision should be included with the submittal as required by Sarpy County Subdivision Regulations 8.2.3.17.
- Please note a Post Construction Stormwater Management Plan will be required with the submittal of the Final Plat
- The "Typical Sidewalk Detail" indicates a five foot setback of curb with a five foot surface width. Sarpy County Construction Standards require a minimum of 4 feet pursuant to Sarpy County Subdivision Regulations 12.12. Please note that if the proposed detail is desired, it will have to be enforced by the developer.

We would like to have the above issues resolved prior to March 20, 2013. Please forward your response to dlynam@sarpy.com at your earliest convenience.

Please contact Bruce Fountain, Planning Director, or myself at 402-593-1555 if you have any questions.

Respectfully,

Donna Lynam
Zoning Administrator/Code Enforcement
Sarpy County Planning

cc Bruce Fountain, Planning Director
Nicole O'Keefe, Deputy County Attorney
File