BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION ADOPTING SURVEY AS PART OF EXHIBIT A-2 OF THE DEVELOPMENT AGREEMENT BETWEEN SARPY COUNTY AND TRAVELERS INDEMNITY COMPANY

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

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

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

WHEREAS, by Resolution 2013-333, the County Board entered into a Development Agreement with Travelers Indemnity Company which governs the development of the 140 acres located in the SW corner of Highway 50 and Schram Road; and,

WHEREAS, Travelers Indemnity Company requests to add an additional page to Exhibit A-2, a survey which depicts the approximate 140 acre Development Area more completely than the current single page of Exhibit A-2. A copy of said survey is labeled as "Exhibit A-2 Page 2" and is attached hereto; and,

WHEREAS, the survey does not substantively change or alter the legal obligations of either party to the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached survey, labeled "Exhibit A-2 Page 2" is hereby adopted as an additional page of the Exhibit A-2 of the Development Agreement between the County of Sarpy and Travelers Indemnity Company previously approved at Resolution 2013-333.

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 1st day of October, 2013.

Attest

SEAL

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Jim Warren
Sarpy County Board Chairman

Debra Houghtaling
County Clerk

Office of the County Attorney

Hall of Justice · 1210 Golden Gate Drive · Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 · FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

MEMORANDUM

September 27, 2013

TO: Sarpy County Board of Commissioners
FROM: Nicole O'Keefe, Deputy Sarpy County Attorney

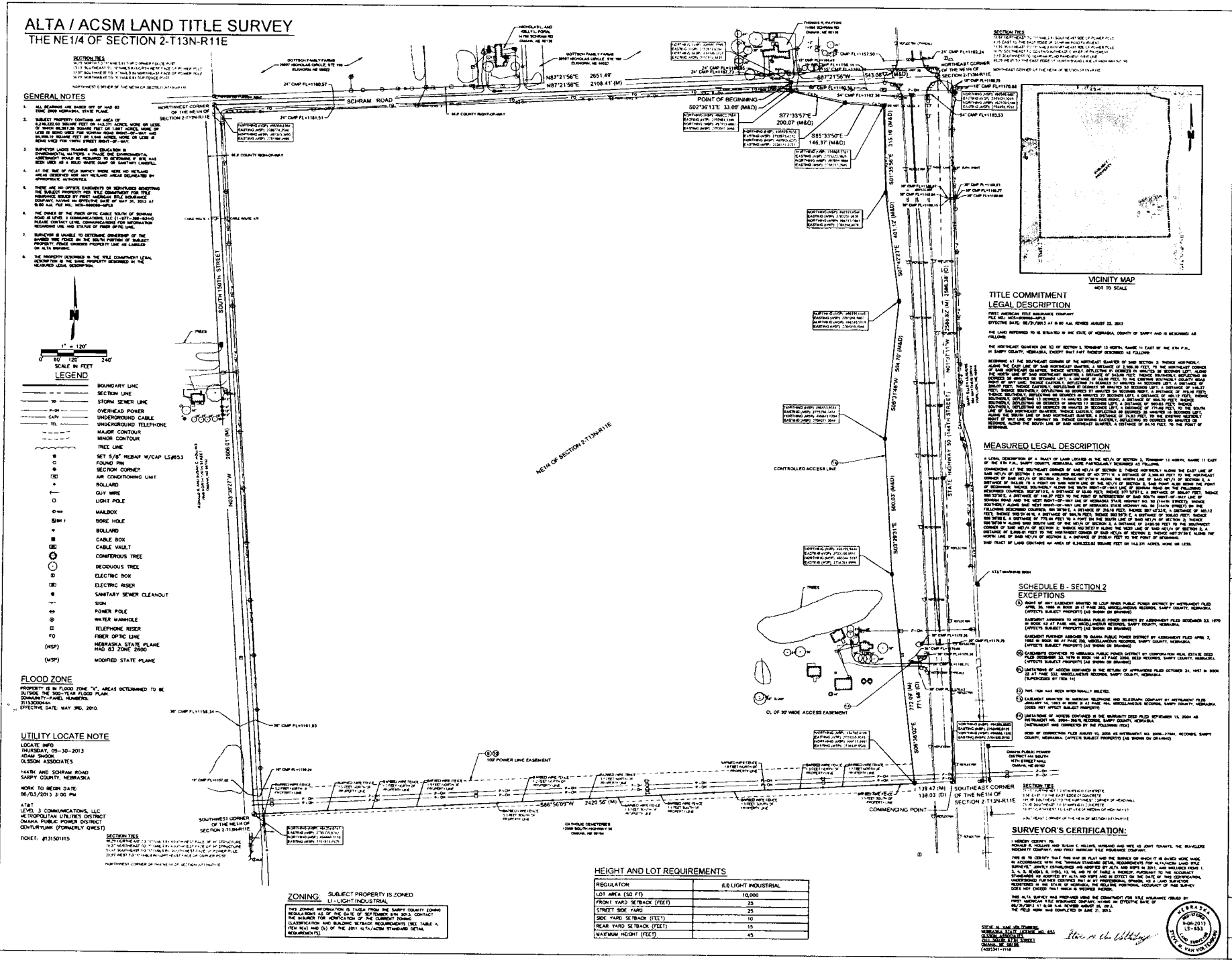
RE: Add a survey to Exhibit A-2 of the Sarpy County – Travelers development agreement

On September 17, 2013 the County Board approved the development agreement with Travelers Indemnity Company at Resolution 2013-333. At this time, Travelers requests to add a survey to Exhibit A-2. The current single page of Exhibit A-2 shows the approximately 42 acre Project Area very well, but lacks a depiction of the entire Development Area. The survey illustrates the approximate 140 acre Development Area fully and will be added as a second page to Exhibit A-2.The survey does not substantively change or alter the legal obligations of either party to the development agreement. I have submitted a resolution requesting to add the survey to Exhibit A-2, such that upon approval of said resolution, Exhibit A-2 will contain two pages. Because the additional page does not alter the obligations of either party, I have placed the matter onto the consent agenda. Please contact me with any questions.

EXHIBIT A-2 Page 2

ALTA / ACSM LAND TITLE SURVEY

THE NE1/4 OF SECTION 2-T13N-R11E



BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIR TO SIGN THE DEVELOPMENT AGREEMENT BETWEEN SARPY COUNTY AND TRAVELERS INDEMNITY COMPANY

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

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

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

WHEREAS, Travelers Indemnity Company plans to build a $200+ million data center facility on a 140-acre campus located in the SW corner of Highway 50 and Schram Road in Sarpy County; and,

WHEREAS, the project will require infrastructure improvements such as a sewer extension, water extensions, a power substation, and paving of roads; and,

WHEREAS, the County of Sarpy and Travelers Indemnity Company desire to enter into a Development Agreement, a copy of which is attached hereto which governs the development of the 140 acres located in the SW corner of Highway 50 and Schram Road; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Development Agreement between the County of Sarpy and Travelers Indemnity Company is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Development Agreement is attached hereto.

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 17th day of September, 2013.

Attest

SEAL

Sarpy County Board Chairman

County Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is made and entered into as of this 2nd day of October, 2013, by and between **THE TRAVELERS INDEMNITY COMPANY,** on behalf of itself and its affiliates (collectively, the "Company") (hereinafter "Developer"), and the **COUNTY OF SARPY, STATE OF NEBRASKA** (hereinafter "County"). Collectively, Developer and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer, either directly or through an affiliated entity, owns a parcel of land consisting of approximately 140 acres in Sarpy County, Nebraska, legally described as set forth in the attached Exhibit A-1 and generally depicted in the attached Exhibit A-2 (hereinafter "Development Area"), and desires to establish and develop a portion of such Development Area according to the provisions of the Sarpy County Zoning Regulations for the development of a data center and related uses (the "Project") with the remainder of the Development Area to be developed in the future by the Developer or others for other uses; and,

WHEREAS, Developer wishes to connect the sewer and water system within the Development Area with the sewer system of County; and,

WHEREAS, the Development Area has significant infrastructure needs and County, in the interest of maintaining the public health, safety, and welfare, desires to assure that the Project and the remainder of the Development Area are developed substantially in accordance with the provisions of this Agreement, and therefore considers this Agreement to be in the best interests of County; and,

WHEREAS, Developer and County wish to agree upon the manner, method and the extent to which funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area, and desire to set forth in this Agreement their respective understandings and agreements with regard to the Development Area; and,

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

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties hereto, each intending to be legally bound, do hereby mutually agree as follows:

I. DEFINITIONS

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

A. The "Cost" or "Actual Cost," being used interchangeably, of a type of improvement shall be deemed to include all engineering and attorneys' fees, publication costs, testing expenses, and accounting, property acquisition, construction and related fees and expenses. Actual Cost shall not include any costs of financing or acquiring financing incurred by any Party.

B. "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.

C. "Development Area" shall mean approximately 140 acres of land as described on Exhibit A-1 which shall not include any future changes in boundaries unless agreed to in advance in writing by County and Developer.

D. "Wastewater" shall include, but not be limited to, wastewater and sewage.

E. "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.

F. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

G. The "Project Area" shall mean that portion of land within the Development Area, approximately 41.709 acres, which will be subdivided from the Development Area and platted by Developer, as shown on Exhibit A-2.

H. The "Project" shall mean that portion of the Project Area utilized as a data center and related uses.

II. WASTEWATER SEWER INFRASTRUCTURE IMPROVEMENTS

The following shall be applicable to the sewer infrastructure improvements to be constructed as a benefit to the Development Area, the Project and property adjacent thereto:

A. At County's expense, County will design, acquire easements, construct, and operate the sanitary sewer outfall improvements extending to and serving the Development Area and the Project, (the "Outfall Sewer") as specified on Exhibit B-1 attached hereto. County shall use best efforts to complete construction of, and place into service, the Outfall Sewer on or before June 30, 2014. County shall retain title to the Outfall Sewer upon its completion.

B. The costs for the Outfall Sewer shown on Exhibit B-2 attached hereto are estimated to be $651,050.00. County shall be responsible for the Actual Cost of constructing and placing into service the Outfall Sewer. Subject to the reservation of capacity set forth in Section II.K below, County may seek future reimbursements from developments other than the Project that utilize said Outfall Sewer. Developer is entitled to review the Outfall Sewer design, bids, and construction to ensure compliance with Exhibit B-2 and Section II.K. below.

C. County will design, construct, and operate at its cost a sanitary sewer line from Schram Road travelling south into the Development Area, (the "Sewer Line") as specified on Exhibit B-1 attached hereto. County will consult with Developer in the design and location of the Sewer Line. Prior to commencement of construction of the Sewer Line, Developer shall convey to County, at no cost to County, all permanent and temporary easements reasonably necessary for the construction and operation of the Sewer Line within property owned by Developer. The Sewer Line, as shown on ExhibitB-1, as well as any necessary permanent easements shall be the sole property of County. The cost for the Sewer Line, as shown on ExhibitB-2, is estimated to be $33,160.00. County shall be responsible for the Actual Cost of constructing and placing into service the Sewer Line. County shall use best efforts to complete and place in service the Sewer Line in a timeframe that allows the Developer to connect the Project to the Sewer Line and obtain sanitary sewer service for the Project no later than June 30, 2014. Subject to the reservation of capacity set forth in Section II.K below, County may collect connection fees for connections by developments other than the Project to the Sewer Line. Developer is entitled to review the design, bids, and construction of the Sewer Line to ensure compliance with Exhibits B-1 and B-2 and Section II.K. below.

D. Notwithstanding anything else to the contrary in this Agreement, the County shall complete and place in service the Outfall Sewer and Sewer Line no later than January 1, 2015; provided, however, that, to the extent either the Outfall Sewer or the Sewer Line is not completed and placed in service prior to January 1, 2015, temporary facilities shall be completed and placed in service no later August 1, 2014. The County shall coordinate with the Developer to ensure that the transition from such temporary facilities is conducted in such a manner and at such time as to minimize any disruption to the Developer's use and operations at the Project Site.

E. As of the date of this Agreement, portions of the Development Area are outside of the area which County is allowed to connect to the Sarpy County sewer system. County will diligently pursue amending its agreement with the City of Omaha in order that the entire Development Area shall promptly be included in the area served by the Sarpy County sewer system.

F. Developer expects to subdivide and plat several acres of land within the Development Area, as shown on Exhibit A-2, for development of the Project (the "Project Area"). The Project Area and the Development Area shall be subject to the Sarpy County Sewer Connection Fee Regulations (Sewer Regulations). Said Sewer Regulations require, and Developer shall pay, $5,500 per platted acre due at the time of County's approval of the Project Area's final plat and $5,500 per platted acre due at the time of a building permit application, for a total of $11,000 per platted acre for the Project Area. Upon Developer's payment of the sewer connection fees of $11,000 per platted acre for the Project Area, County shall not charge additional sewer connection fees for any additional building permit applications located within the platted Project Area filed prior to January 1, 2016. After January 1, 2016, further platting and/or development of the Project Area shall be subject to the Sewer Regulations in effect and generally applicable at the time of such further platting and/or development. Following County's approval of the Project Area's final plat, the remaining land inside of the boundaries of the Development Area and outside of the boundaries of the Project Area's final plat shall be subject to the Sewer Regulations in effect and generally applicable at such time

as when sewer connections are sought. If for any reason the Project Area is not platted, the Development Area shall be subject to the existing Sewer Regulations which only allow a sewer connection upon payment of $11,000 per acre, due at the time of building permit application. The Development Area and the Project Area shall be subject to all County resolutions related to sewer flow and use rates and charges.

G. Developer shall not permit any connection to the Sewer Line, or to any sewer which drains into said Sewer Line, without prior written approval by County, according to any laws, rules or regulation that may be applicable, which approval shall not be unreasonably delayed or withheld.

H. County hereby grants permission to Developer to connect the Project and the Development Area to the Sewer Line, the Outfall Sewer and the wastewater sewer system within the zoning jurisdiction of County in such manner and at such place or places designated on construction plans prepared by Developer and approved in writing by County as part of a building permit process. Subject to Subparagraph II.E. above, County shall have the right to collect applicable fees and charges for any connections to County's wastewater sewer system, provided that such fees and charges are generally applicable to developments and property similarly situated to the Project and the Development Area.

I. At all times all wastewater fed from and through the Development Area 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.

J. Before any connection from any premises in the Development Area to the wastewater sewer system of County can be made, a permit shall be obtained for said premises, and its connection, from the proper department of County. Subject to Subparagraph II.E. above, said permit shall be subject to the same terms, conditions, and requirements, including the applicable permit fee, 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 are generally applicable under County regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County.

K. Notwithstanding any other provision of this Agreement, County retains the right to disconnect the wastewater sewer of any industry or sewer user within the Development Area which is discharging into the wastewater sewer system in violation of a generally applicable ordinance, statute, rule, or regulation, whether local, state, or federal.

L. Subject to Subparagraph II.E. above, Developer shall comply with i) any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to any entity whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning jurisdiction of County; and ii) 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.

M. County represents and warrants that, upon completion of the Outfall Sewer and the Sewer Line and thereafter, such improvements will have, and County's wastewater sewer system will have, sufficient capacity to serve the Project and the Development Area; County further agrees that it shall not allow users outside of the Development Area to connect to or use said improvements if such connection or use would cause said improvements to have insufficient capacity to serve the Project and the Development.

III. ROAD INFRASTRUCTURE IMPROVEMENTS

The following shall be applicable to the road infrastructure improvements to be constructed as a benefit to the Development Area, the Project and property adjacent thereto:

A. County will design and construct road improvements to Schram Road beginning at approximately Highway 50 and ending at approximately 150th Street and as further specified on Exhibit C-1, attached hereto (the "Road Improvements"). The cost for the Road Improvements is estimated to be $801,000.00, as set forth in Exhibit C-2 attached hereto. Developer shall financially contribute to the paving, widening, and associated road improvements to Schram Road by paying one-third (1/3) of the Actual Cost of the Road Improvements, up to a maximum of $267,000.00. County shall be responsible for the remaining two-thirds (2/3) of the Actual Costs of designing and constructing the Road Improvements, which portion is currently estimated to be, but may exceed, $534,000.00. To the extent the Actual Costs exceed $801,000.00, County shall be responsible for such excess costs. County may seek future reimbursement for County's share of the costs of the Road Improvements from subdivisions or developments outside of the Development Area. Developer's share of the cost of the Road Improvements is intended to be funded through the SBDF Funds (defined below). County shall not bill Developer for work performed, but shall apply up to $267,000.00 of the SBDF Funds to Developer's share of the cost of the Road Improvements. Developer is entitled to review the road design, the bids, and construction to ensure that the road improvements are consistent with Exhibits C-1 and C-2 and meet applicable road standards for access and sightline into the Development Area.

B. Prior to commencement of the construction of the Road Improvements, Developer, at no cost to County, shall convey to County any permanent or temporary easements reasonably necessary for the Road Improvements within property owned by Developer. Additionally, Developer shall record said easements with the Sarpy County Register of Deeds. Said easements shall be in form reasonably satisfactory to County's attorney and shall be approved by County's engineer and/or surveyor, which approval shall not be unreasonably delayed or withheld.

C. The construction of the Road Improvements is contingent upon submission by County and successful approval by the Nebraska Department of Economic Development ("DED") of a Site and Building Development Fund (SBDF) application, as memorialized in a fully executed SBDF agreement between DED and County. . Proceeds from the SBDF application

(the "SBDF Funds") are expected to be $750,000.00, of which County shall apply up to $267,000.00 to pay Developer's share of the cost of the Road Improvements. The remaining SBDF Funds may be applied to Developer's contribution toward the cost of the Metropolitan Utilities District of Omaha, Nebraska ("MUD") water main extension and associated improvements to be constructed in the Development Area in connection with the Project, as described in Section IV. below.

D. All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest and best bid as determined pursuant to formal bidding requirements as provided by law. County shall complete construction of and open to the public the Road Improvements by July 30, 2014.

E. County represents and warrants that, (i) pursuant to valid action and authority, it has appropriated and allocated funds for County's share of the Actual Costs of construction of the Road Improvements as described in this Agreement; and (ii) upon completion of the Road Improvements, Schram Road will be a public road.

IV. WATER MAIN EXTENSION

Water necessary to serve the Project and the Development Area will be provided by MUD. Developer will make arrangements with MUD for the payment of the costs associated with the extension of water service to the Development Area and the Project (the "Water Improvements"), as agreed to by Developer and MUD. Developer may use the SBDF Funds to pay Developer's portion of the costs of construction of the Water Improvements, less the amount applied to paying Developer's share of the cost of the Road Improvements. County shall pay such remaining SBDF Funds, within fourteen (14) calendar days following County's receipt of SBDF funds from DED for reimbursement of the costs of the Water Improvements. Developer's portion of the costs for the Water Improvements is estimated to be $483,000.

Developer shall supply, or cause to be supplied, fire hydrants within the Development Area, as and when needed to serve specific developments within the Development Area. The type of hydrants and control valves, the location of the hydrants and the timeframe within which hydrants must be installed throughout the Development Area must be reasonably approved by the applicable fire chief. Fire hydrants required to serve the Project, as reasonably determined by the applicable fire chief, shall be installed in the Project Area prior to the issuance of a building certificate of occupancy for the Project.

V. WATERSHED

Developer and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, (hereinafter called "Watershed Partnership Agreement" as from time to time amended). The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the Parties recognize County's right to collect Watershed Fees (as defined in the Watershed Partnership Agreement) at the time of the issuance of a building permit for the

Project. County shall collect said Watershed Fees in accordance with County's existing Watershed Fee Schedule at the time of the building permit application.

VI. CONFLICTS

Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2012), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing body and no other public official of County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of County, nor any member of its governing body have any interest, direct or indirect, in this Agreement, the Project or the proceeds thereof.

VII. REPORTING

As referenced above, the Parties anticipate that County will enter into an agreement with DED pertaining to the SBDF Funds (the "SBDF Agreement"). As such, Developer acknowledges and understands that DED will only release SBDF Funds to County as reimbursement of monies previously spent on eligible infrastructure improvements. Developer shall only incur eligible infrastructure expenses from August 8, 2013 to February 1, 2015. Developer shall submit all reimbursement requests to County no later than May 1, 2015. All requests for reimbursement are required to be only once per month, in amounts of $10,000 or greater, and include adequate documentation substantiating the expenses incurred. Upon receipt, County shall submit said reimbursement requests and documentation to DED for reimbursement. Developer shall assist County in the documentation and reporting requirements related to the SBDF Funds. County shall deliver to Developer copies of all interim and final reports and requests for disbursements of the SBDF Funds, at the time such reports and requests are delivered to DED under the SBDF Agreement. Upon request, each Party shall make contracts and subcontracts, payment records, disbursements, lien waivers, and other materials pertaining to construction costs and performance available for the other Party's inspection and copying.

VIII. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of Nebraska or of the United States, the validity of the remaining terms and conditions, provision or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid.

IX. NON-DISCRIMINATION

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.

X. MISCELLANEOUS

Except as specifically provided in this Agreement, Developer shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

XI. NOTICE

Each Party agrees to provide the other Party 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 the other Party 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 Party to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:

The Travelers Indemnity Company
One Tower Square
Hartford, Connecticut 06183-7130
Attn: Corporate Real Estate, 1MSA

With copies to:

The Travelers Indemnity Company
385 Washington Street
MC 9272-NB 12E
St. Paul, Minnesota 55102
Attn: Corporate Real Estate, Regional Vice President

and

The Travelers Indemnity Company
385 Washington Street
MC 9272-NB 16L
St. Paul, Minnesota 55102
Attn: Legal Department, Corporate Real Estate

and

DLA Piper LLP (US)
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601
Attn: Paul W. Shadle, Esq. and
Mariah F. DiGrino, Esq.

For County:

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

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Dr.#1240
Papillion, NE 68046

XII. ASSIGNMENT

This Agreement shall be binding upon the Parties, and their respective successors and assigns. The covenants, warranties, and other obligations and benefits 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.

XIII. GOVERNING LAW

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

XIV. ENTIRE AGREEMENT

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.

XV. GOOD FAITH

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

XVI. AUTHORITY

Each party represents, covenants, and warrants to the other Party 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 such Party and are valid, binding, and enforceable obligations of such Party in accordance with their respective terms.

XVII. RECORDING

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

XVIII. ENFORCEMENT AND REMEDIES

The parties hereto may at law or in equity enforce and compel the performance of this Agreement and shall otherwise have all remedies provided by applicable United States of America, State of Nebraska, and local laws, ordinance, rules and regulations. A party claiming that the other party has breached this Agreement shall give such party notice of the breach and a thirty (30) day opportunity to cure the same.

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 on the dates indicated with the signatures below.

Executed by County this 17th day of September, 2013.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

Executed by Developer this 3rd day of October, 2013.

Developer:

THE TRAVELERS INDEMNITY COMPANY, on behalf of itself and its affiliates

By:
Name: James A. Scapnell
Its: Senior Vice President

EXHIBIT A-1

LEGAL DESCRIPTION OF THE DEVELOPMENT AREA

The Northeast Quarter (NE1/4) of Section 2, Township 13 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, EXCEPT that part thereof described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 2; thence Northerly, along the East line of said Northeast Quarter, a distance of 2,586.38 feet, to the Northeast corner of said Northeast Quarter; thence Westerly, deflecting 91°01'26" left, along the North line of said Northeast Quarter, a distance of 543.08 feet; thence Southerly, deflecting 89°58'09" left, a distance of 33.00 feet, to the existing Southerly county road right-of-way line; thence Easterly, deflecting 74°57'44" left, a distance of 200.07 feet; thence Easterly, deflecting 07°59'53" left, a distance of 146.37 feet; thence Southerly, deflecting 83°57'54" right, a distance of 315.16 feet; thence Southerly, deflecting 06°06'27" left, a distance of 401.12 feet; thence Southerly, deflecting 13°14'09" right, a distance of 504.70 feet; thence Southerly, deflecting 09°01'17" left, a distance of 500.03 feet; thence Southerly, deflecting 03°08'31" 1eft, a distance of 771.68 feet, to the South line of said Northeast Quarter; thence Easterly, deflecting 86°26'19" left, along the South line of said Northeast Quarter, a distance of 74.93 feet, to the existing Westerly right-of-way line of Highway 50; thence continuing Easterly, deflecting 00°00'00", along the South line of said Northeast Quarter, a distance of 64.10 feet, to the Point of Beginning;

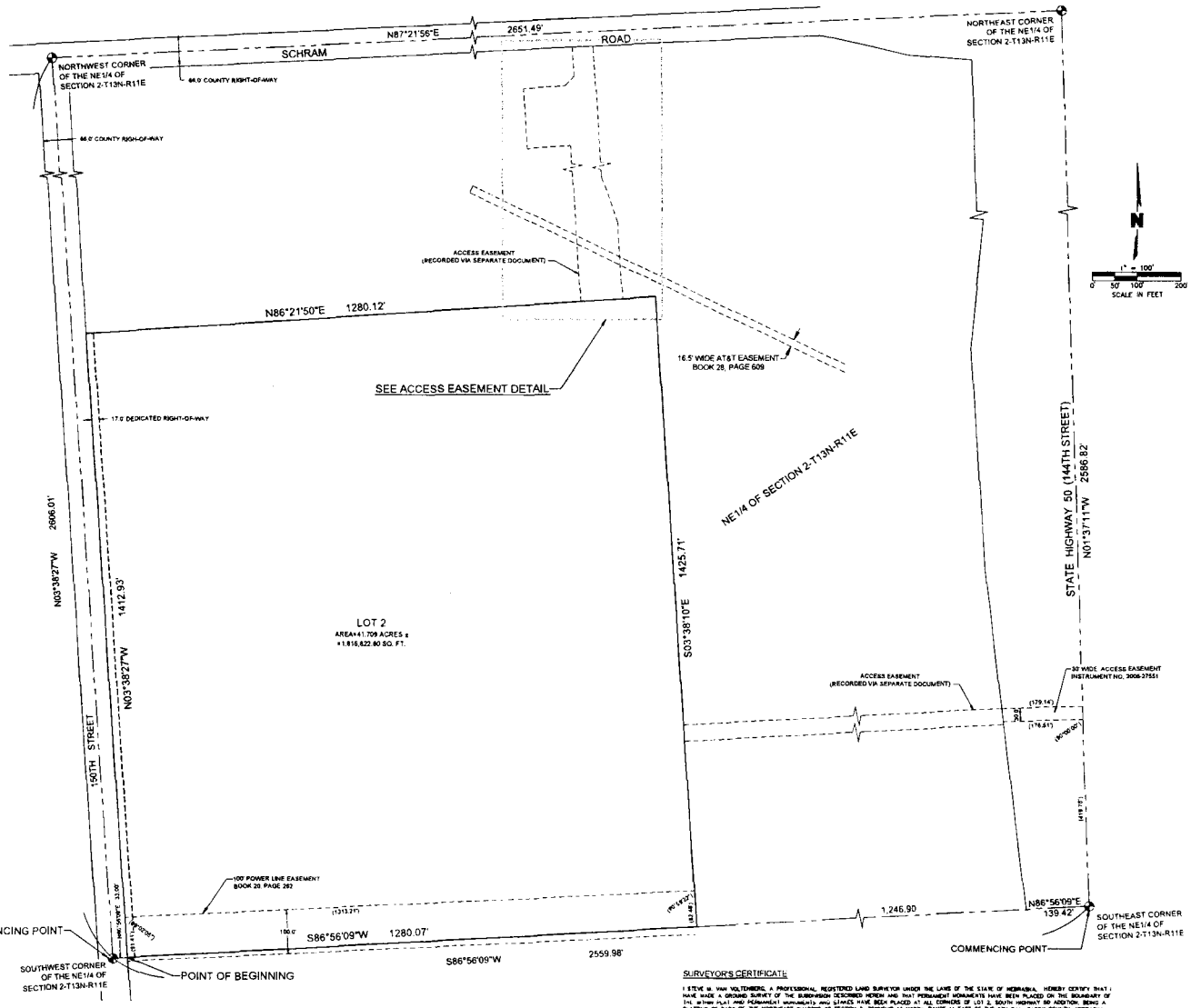
Subject to public roads and/or highways.

EXHIBIT A-2

SOUTH HIGHWAY 50 ADDITION

LOT 2

BEING A PLATTING OF PART OF THE NE1/4 OF
SECTION 2, TOWNSHIP 13 NORTH, RANGE 11 EAST
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



NOTES:

1. ALL DIMENSIONS SHOWN IN PARENTHESIS ARE EASEMENT DIMENSIONS.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTH HIGHWAY 50 ADDITION LOT 2 WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS THIS _____ DAY OF _____, 2013

SARPY COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I STEVE M. VAN VOLTENBERG, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THIS SUBDIVISION AND PERMANENT MONUMENTS AND STAKES HAVE BEEN PLACED AT ALL CORNERS OF LOT 2, SOUTH HIGHWAY 50 ADDITION, BEING A PLATTING OF PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 2, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 2 ON AN ASSUMED BEARING OF N86°56'09"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 150TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N03°38'27"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 150TH STREET, A DISTANCE OF 1,412.93 FEET; THENCE N86°21'50"E, A DISTANCE OF 1,280.12 FEET; THENCE S03°38'10"E, A DISTANCE OF 1,425.71 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 2; THENCE S86°56'09"W ALONG SAID SOUTH LINE OF NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1,313.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 1,816,622.80 SQUARE FEET OR 41.709 ACRES, MORE OR LESS.

STEVE M. VANVOL TENBERG, LS-633
OLSSON ASSOCIATES

NEBRASKA SARPY COUNTY LS-633 STEVE M. VAN VOLTENBERG

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, RONALD R. HOLLINS AND SUSAN C. HOLLINS, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTH HIGHWAY 50 ADDITION, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT.

RONALD R. HOLLINS, OWNER

SUSAN C. HOLLINS, OWNER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF _____

ON THIS _____ DAY OF _____, 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME RONALD R. HOLLINS, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF _____

ON THIS _____ DAY OF _____, 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME SUSAN C. HOLLINS, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

APPROVAL OF SARPY COUNTY PLANNING COMMISSION

THIS PLAT OF SOUTH HIGHWAY 50 ADDITION LOT 2 WAS APPROVED BY THE SARPY COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 2013

CHAIRMAN, SARPY COUNTY PLANNING COMMISSION

APPROVAL OF SARPY COUNTY PLANNING DIRECTOR

THIS PLAT OF SOUTH HIGHWAY 50 ADDITION LOT 2 WAS APPROVED BY THE SARPY COUNTY PLANNING DIRECTOR THIS _____ DAY OF _____, 2013

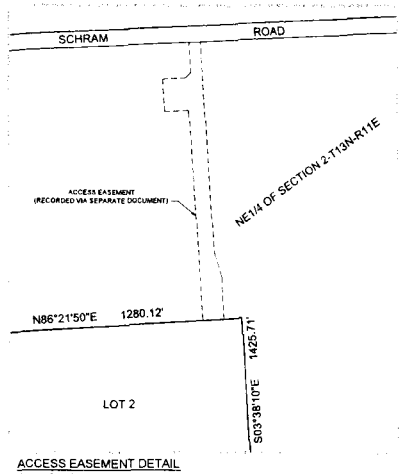
SARPY COUNTY PLANNING DIRECTOR

APPROVAL OF SARPY COUNTY BOARD

THIS PLAT OF SOUTH HIGHWAY 50 ADDITION LOT 2 WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY BOARD, SARPY COUNTY, NEBRASKA.

CHAIRMAN DATE

ATTESTED:
COUNTY CLERK



ACCESS EASEMENT DETAIL
SCALE: 1"=200'

OLSSON ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895
www.olsonassociates.com

REVISIONS

REV NO.	DATE	REVISIONS DESCRIPTION

FINAL PLAT

SOUTH HIGHWAY 50 ADDITION
LOT 2

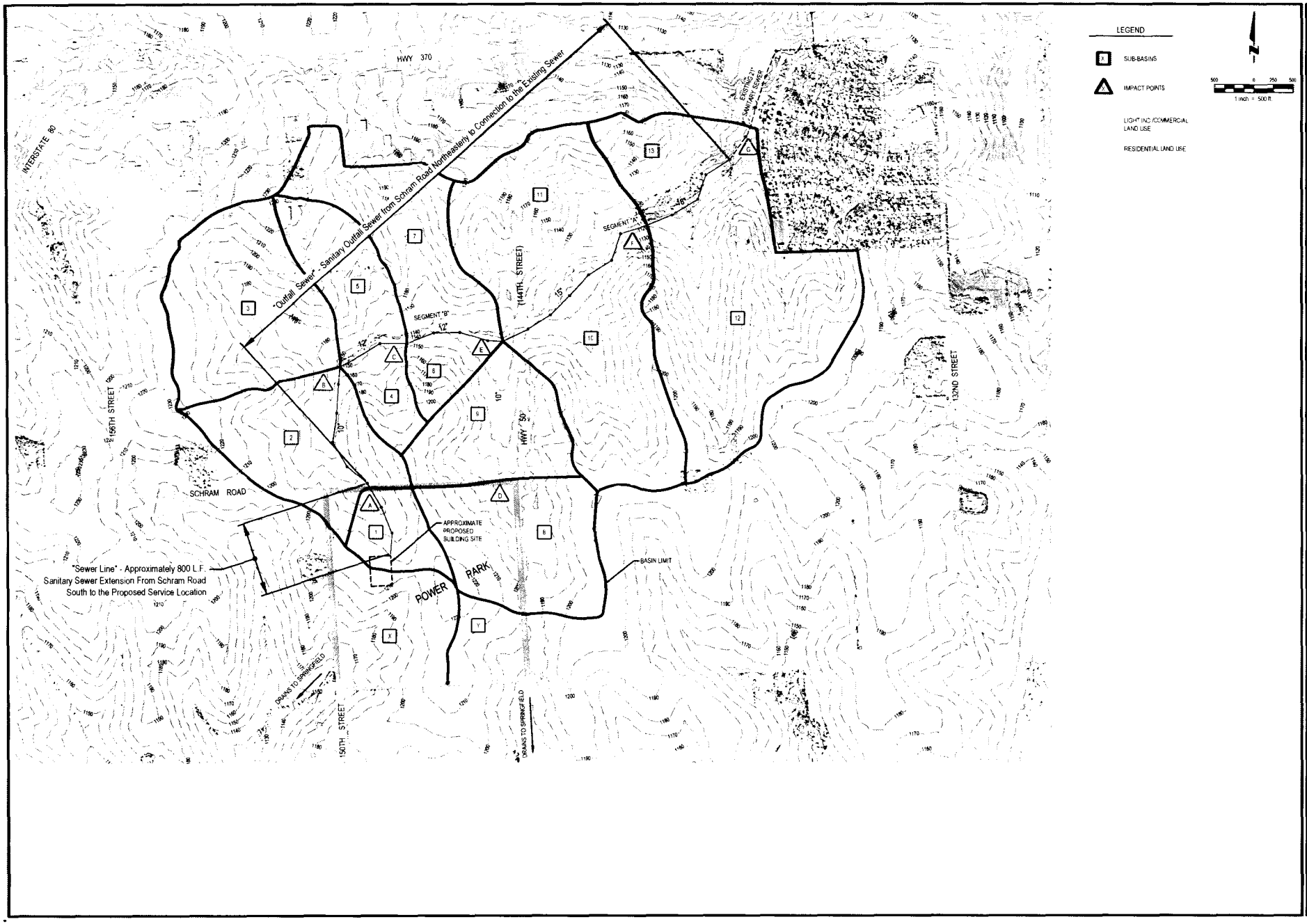
2013

SARPY COUNTY, NE

DRAWN: EJC
DESIGNED: DMC
REVIEWED: MVT
CHECKED: SMV
PROJECT MGR: SMV
DATE: 8-2-13

SHEET
1 of 1

DWG. F:\Projects\013-1183_SRVY\Final_Plats\LH183_Plat1_DASS.dwg
DATE: Aug 02, 2013 - 11:15am, USER: STEVE_VANVOLTENBERG, SHEET: 1 of 1
USER: stevevv



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
336 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.ea-cg.com

Engineering Answers

HWY 50 & SCHRAM ROAD
SANITARY SEWER STUDY
SARPY COUNTY, NEBRASKA

BASIN AND SANITARY OUTFALL
EXHIBIT B1

Revisions		
	Date	Description

Job No. 2001-88.00
Date 06/12/03
Designed By MMA
Drawn By JRS/DLA
Scale 1" = 500'
Sheet 1 of 1

E & A CONSULTING GROUP
330 N 117TH STREET, OMAHA, NE 68154

PHONE: (402) 895-4700
FAX: (402) 895-3599

OPINION OF PROBABLE COST - EXHIBIT B2

PROJECT : PROJECT OASIS SANITARY SEWER
CLIENT: SARPY COUNTY
JOB NO. 2012.588.001
ESTIMATED BY: WESTERGARD DATE: August 26, 2013

OUTFALL SEWER

NO.	ITEM		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 10" SANITARY SEWER		1,600	LF	$20.00	$32,000
2	CONSTRUCT 12" SANITARY SEWER		2,100	LF	$22.00	$46,200
3	CONSTRUCT 15" SANITARY SEWER		2,300	LF	$28.00	$64,400
4	CONSTRUCT 18" SANITARY SEWER		1,600	LF	$35.00	$56,000
5	CONSTRUCT 54" SANITARY MANHOLE (26)		290	VF	$375.00	$108,750
6	CRUSHED ROCK BEDDING		2,100	TON	$22.00	$46,200
7	AIR TESTING & TV INSPECTION		1	LS	$10,000.00	$10,000
8	CLEAR AND GRUB		1	LS	$15,000.00	$15,000
9	SEEDING		15	AC	$2,000.00	$30,000
10	EROSION CONTROL		1	LS	$20,000.00	$20,000
	TOTAL ESTIMATED CONSTRUCTION COST:					**$428,550**
11	PERMANENT EASEMENT ACQUISITION		3.5	AC	$15,000.00	$52,500
12	TEMPORARY EASEMENT ACQUISITION		17	AC	$5,000.00	$85,000
13	ENGINEERING DESIGN		1	LS	$40,000.00	$40,000
14	CONSTRUCTION STAKING		1	LS	$10,000.00	$10,000
15	CONSTRUCTION MANAGEMENT		1	LS	$35,000.00	$35,000

TOTAL ESTIMATED PROJECT COST: $651,050

SEWER LINE

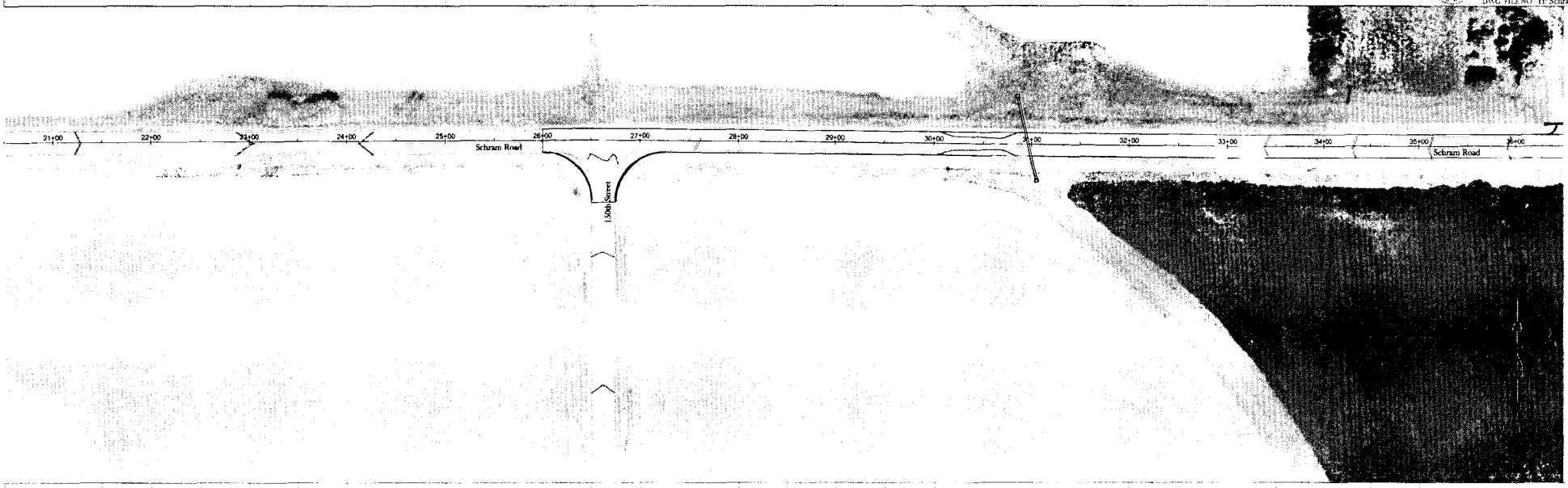
NO.	ITEM		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 10" SANITARY SEWER		800	LF	$20.00	$16,000
5	CONSTRUCT 54" SANITARY MANHOLE (2)		20	VF	$375.00	$7,500
6	CRUSHED ROCK BEDDING		30	TON	$22.00	$660
7	AIR TESTING & TV INSPECTION		1	LS	$1,000.00	$1,000
9	SEEDING		1	AC	$2,000.00	$1,000
10	EROSION CONTROL		1	LS	$1,000.00	$1,000
	TOTAL ESTIMATED CONSTRUCTION COST:					**$27,160**
11	PERMANENT EASEMENT ACQUISITION		0.0	AC	$15,000.00	$0
12	TEMPORARY EASEMENT ACQUISITION		0	AC	$5,000.00	$0
13	ENGINEERING DESIGN		1	LS	$1,500.00	$1,500
14	CONSTRUCTION STAKING		1	LS	$2,000.00	$2,000
15	CONSTRUCTION MANAGEMENT		1	LS	$2,500.00	$2,500

TOTAL ESTIMATED PROJECT COST: $33,160

Exhibit C-1 Page 1 of 2 | PRELIMINARY DESIGN

COUNTY: SARPY | COUNTY PROJECT NO: 150th & Schram | SHEET NO: 1

DWG FILE NO: H: Schram Road



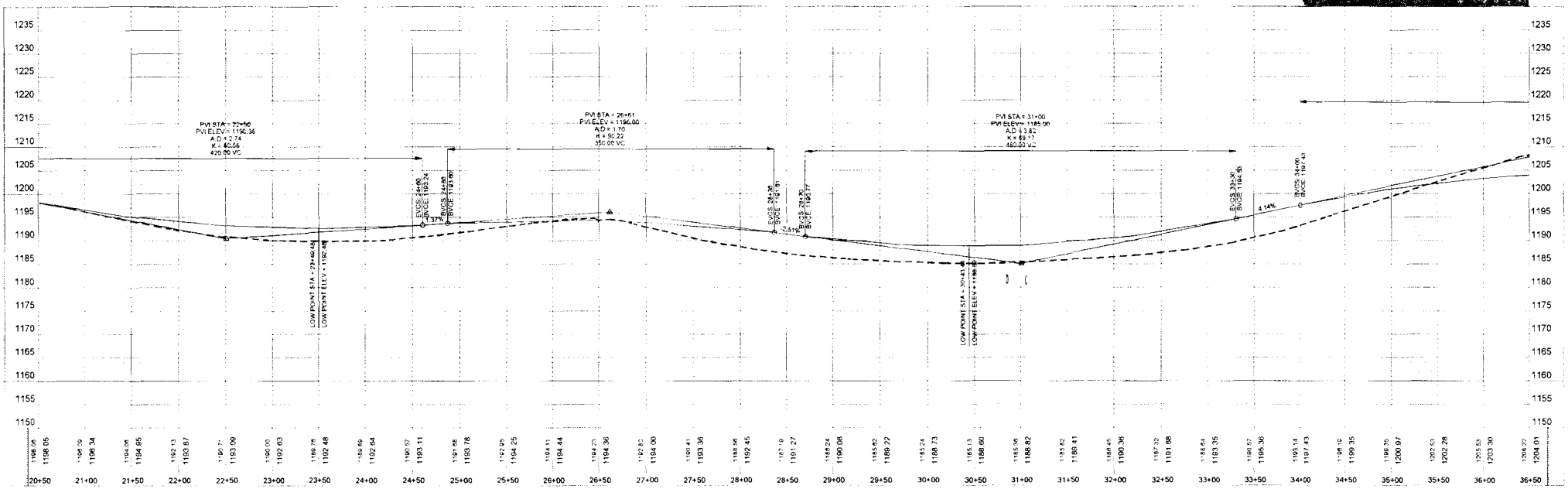
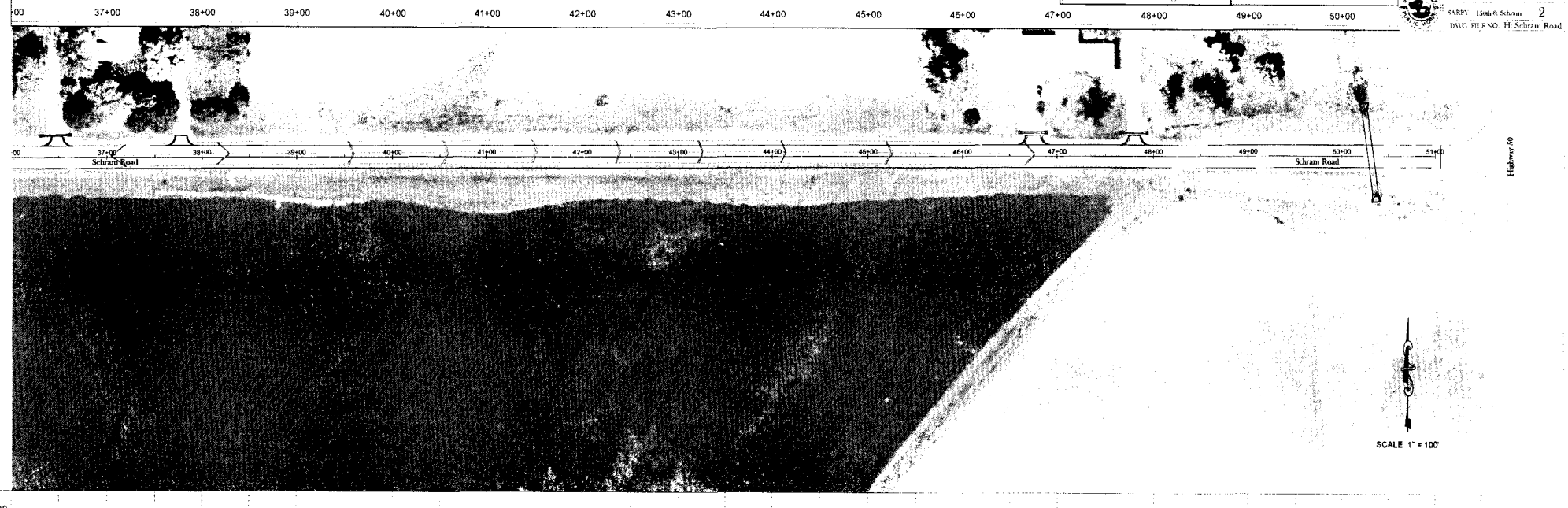


Exhibit C-1 Page 2 of 2 | PRELIMINARY DESIGN

COUNTY | COUNTY PROJECT NO. | SHEET NO.
SARPY | 156th & Schram | 2
DWG FILE NO. H_Schram Road



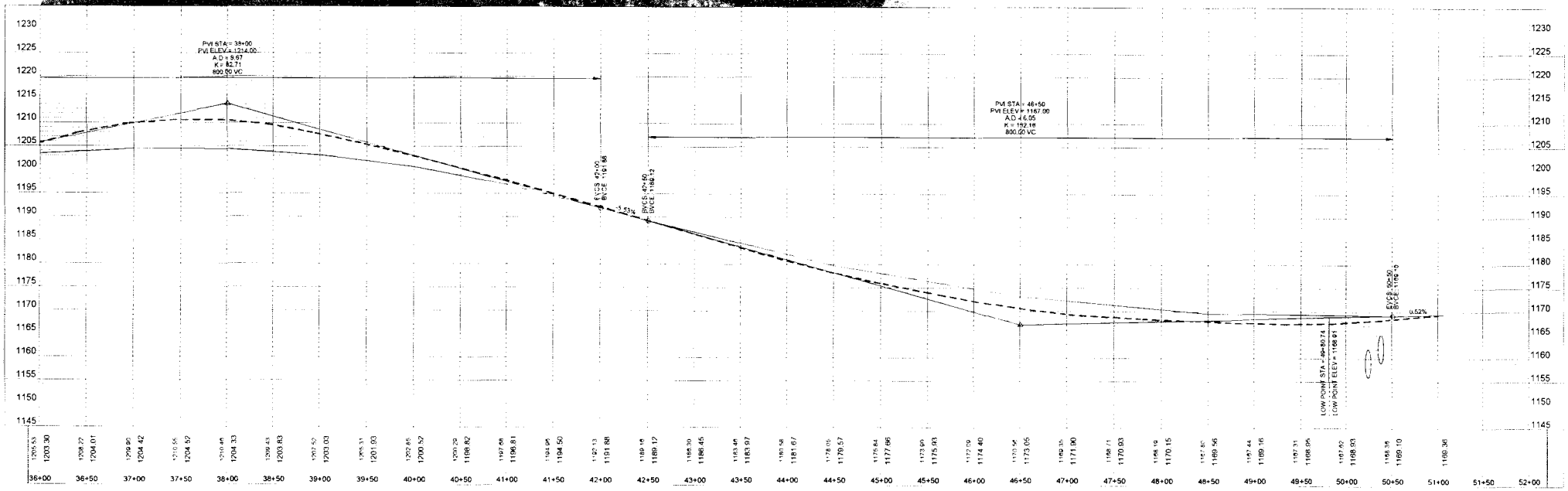


EXHIBIT C-2

Schram Road
150th Street to NE HWY 50
Preliminary Opinion of Engineer's Probable Costs

24 Foot Paving Width: 2 - 12 Foot Lanes, Earthen Shoulders

Description	Quantity	Unit	Unit Price	Total
ROW Acquisition	1.4	Acre	$40,000.00	$56,000.00
Construct 9" PCC Concrete Pavement, Class 47B-3500	6,800	SY	$55.00	$374,000.00
Construct 6" PCC Driveway Aprons, Class 47B-3500	100	SY	$40.00	$4,000.00
Grading and Stabilization	1	LS	$240,000.00	$240,000.00
Remove Nominal Diameter CMP Pipe	150	LF	$10.00	$1,500.00
Construct Nominal Diameter CMP Pipe	200	LF	$100.00	$20,000.00
Construct Driveway Cross Pipe (18" DIA)	160	LF	$25.00	$4,000.00
Construct CMP Flared Ends (Dia. Varies)	10	EA	$500.00	$5,000.00
Seeding	5	AC	$2,000.00	$10,000.00
			Subtotal	**$714,500.00**
			Soft Costs and Contingencies (~12%)	$86,500.00
			Grand Total	**$801,000.00**

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION ADOPTING SURVEY AS PART OF EXHIBIT A-2 OF THE DEVELOPMENT AGREEMENT BETWEEN SARPY COUNTY AND TRAVELERS INDEMNITY COMPANY

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

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

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

WHEREAS, by Resolution 2013-333, the County Board entered into a Development Agreement with Travelers Indemnity Company which governs the development of the 140 acres located in the SW corner of Highway 50 and Schram Road; and,

WHEREAS, Travelers Indemnity Company requests to add an additional page to Exhibit A-2, a survey which depicts the approximate 140 acre Development Area more completely than the current single page of Exhibit A-2. A copy of said survey is labeled as "Exhibit A-2 Page 2" and is attached hereto; and,

WHEREAS, the survey does not substantively change or alter the legal obligations of either party to the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached survey, labeled "Exhibit A-2 Page 2" is hereby adopted as an additional page of the Exhibit A-2 of the Development Agreement between the County of Sarpy and Travelers Indemnity Company previously approved at Resolution 2013-333.

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 1st day of October, 2013.

Attest

SEAL

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Jim Warren
Sarpy County Board Chairman

Debra Houghtaling
County Clerk

Office of the County Attorney

Hall of Justice · 1210 Golden Gate Drive · Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 · FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

MEMORANDUM

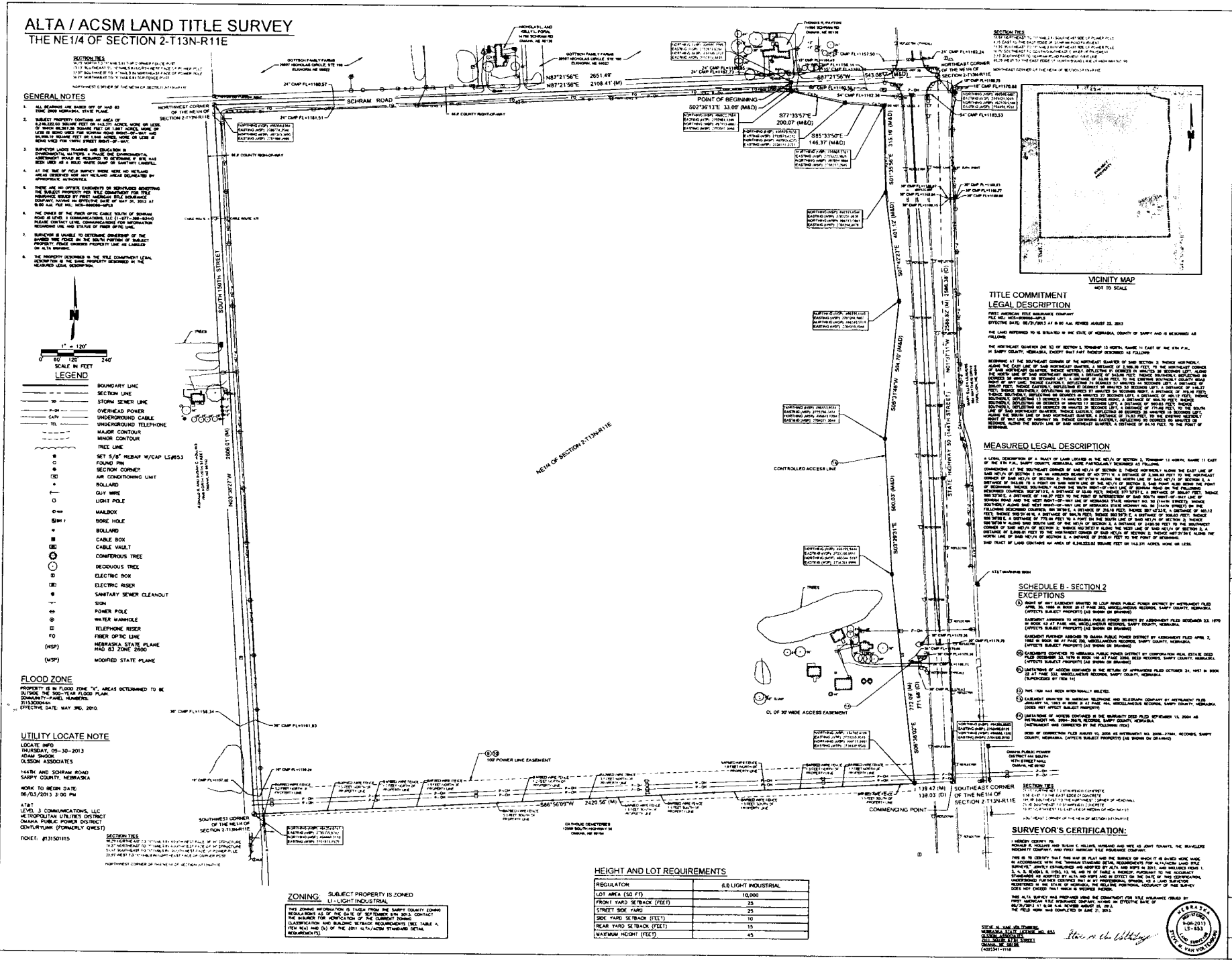
September 27, 2013

TO: Sarpy County Board of Commissioners
FROM: Nicole O'Keefe, Deputy Sarpy County Attorney

RE: Add a survey to Exhibit A-2 of the Sarpy County – Travelers development agreement

On September 17, 2013 the County Board approved the development agreement with Travelers Indemnity Company at Resolution 2013-333. At this time, Travelers requests to add a survey to Exhibit A-2. The current single page of Exhibit A-2 shows the approximately 42 acre Project Area very well, but lacks a depiction of the entire Development Area. The survey illustrates the approximate 140 acre Development Area fully and will be added as a second page to Exhibit A-2.The survey does not substantively change or alter the legal obligations of either party to the development agreement. I have submitted a resolution requesting to add the survey to Exhibit A-2, such that upon approval of said resolution, Exhibit A-2 will contain two pages. Because the additional page does not alter the obligations of either party, I have placed the matter onto the consent agenda. Please contact me with any questions.

EXHIBIT A-2 Page 2

ALTA / ACSM LAND TITLE SURVEY

THE NE1/4 OF SECTION 2-T13N-R11E