

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN
SARPY COUNTY AND LKM INVESTMENTS, LLC
For Plambeck Addition Replat 1 (Lots 1, 2, and 3)

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

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

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

WHEREAS, the County of Sarpy and LKM Investments LLC, desire to enter into a Development Agreement, a copy of which is attached hereto and which governs the development of Plambeck Addition Replat 1 subdivision lots 1, 2, and 3, and which complies with the Zoning Regulation of Sarpy County, Nebraska.

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

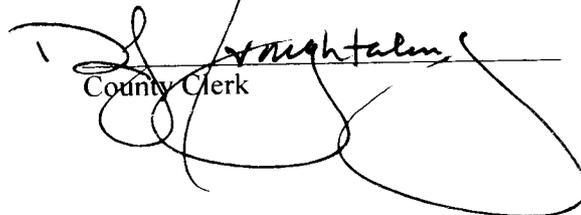
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 27th day of April, 2014.


Sarpy County Board Chairman

Attest

SEAL




County Clerk

DEVELOPMENT AGREEMENT

This Development Agreement made as of the dates indicated at the signatures below by and between LKM Investment LLC, a Nebraska limited liability 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 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 Plambeck Addition Replat 1 (Lots 1, 2, and 3); and

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

WHEREAS, Developer wishes to connect to the wastewater sewer system of the City of Gretna and the City of Omaha; and,

WHEREAS, County owns and operates an industrial sewer in the Papillion Creek Watershed which connects downstream with the City of Omaha wastewater sewer system and the City of Gretna wastewater sewer system; and,

WHEREAS, Developer wishes for the its sewage to flow through the wastewater system of the County; and

WHEREAS, Developer and County wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area, the extent to which those contemplated public improvements specially benefit property within the Development Area

WHEREAS, Developer 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.

- B. "Property benefited" shall mean the property that is benefited from the public improvements and is situated within the Development Area.
- 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. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless agreed to in advance in writing by County.
- E. "Wastewater" shall include, but not be limited to, wastewater and sewage.
- F. "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.
- G. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

SECTION II.

Developer represents and covenants that Developer 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 for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Final plans and specifications for Subparagraphs B, C, and D, of this Section II must have the approval of County and shall be submitted to County for review and approval at least thirty (30) days prior to award of contracts. Developer and County agree that the credit of Developer shall be used for the construction of the following public improvements:

- 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.

- C. All sanitary sewer mains, manholes, and related appurtenances and water distribution mains 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 of the Sanitary Sewer and Utility Plan prepared by Olsson 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”) shall be located as shown on the plans and specifications for said storm sewer improvements prepared by Olsson Associates, Engineers, a copy of which is attached hereto as Exhibit “C.”
- E. 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.
- F. Underground electrical service to each of the lots within the Development Area, shall be installed by the Omaha Public Power District.
- G. All aspects of sidewalk construction, including minimum sidewalk width, shall be governed by the existing County Zoning and Subdivision Regulations and any and all applicable resolutions of the Sarpy County Board of Commissioners. Sidewalks on Harrison Street and 180th Street shall be installed as shown on the sidewalk plan prepared by Olsson Associates, a copy of which is attached hereto as Exhibit “C”. All sidewalks shown on Exhibit “C” shall be maintained by abutting property owner or Developer. Sidewalks shall be constructed according to the following schedule:
 - 1. Sidewalks shall be constructed immediately or as soon as weather permits. All sidewalks shall be constructed within three (3) years of the recording of the subdivision plat. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with the sidewalks of any improved or built upon lot.
- H. Landscaping shall be located as shown on the Landscape Exhibit prepared by Mulhall’s attached hereto as Exhibit “D”. All entry sign features shall be landscaped upon the completion of said feature.
- I. Street signs at all intersections per plat (see Exhibit “A”) shall comply with the “Manual of Uniform Traffic Control Devices.”
- J. Sewer fees paid to the County.
- K. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Post Construction Stormwater Management and Grading Plan, attached hereto as Exhibit “E”.

- L. The Development Area shall be graded as shown on the Post Construction Stormwater Management and Grading Plan prepared by Olsson Associates attached hereto as Exhibit “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.
- M. 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. Outdoor warning sirens are installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as Exhibit “F”. The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system.
- N. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the Sarpy County Stormwater Regulations.

SECTION III.

Developer and County agree that the entire cost of all public improvements constructed by Developer within the Development Area (see Exhibit “A”) as authorized by Section II above, shall be paid as follows:

- A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by Developer. Regulatory and street name signs shall be purchased and installed by Developer. The cost of regulatory and street name signs shall be an obligation of Developer.
- B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either 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, shall be borne by Developer or property owner. All sidewalks shall have a minimum width and minimum spacing from the back of the curb as required by the Sarpy County Zoning and Subdivision Regulations. All sidewalks shall be constructed upon the public streets within three (3) years of the recording of the subdivision plat. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with sidewalk construction
- C. One hundred percent (100%) of the entire cost of sanitary sewers, including manholes and other appurtenances, shall be paid by Developer or property owner within the Development.

- D. One hundred percent (100%) of the entire cost of all storm sewers, including manholes, inlets, easements and related appurtenances shall be paid by Developer or property owner within the Development.
- E. One hundred percent (100%) of the entire cost of the water distribution system serving the Development Area shall be paid by Developer or property owner within the Development
- F. One hundred percent (100%) of the entire cost of the gas distribution system and of the gas approach mains and any pioneer main fees serving the Development Area shall be paid by Developer or property owner within the Development.
- G. All contract charges for underground power or natural gas authorized to be paid by Developer or property owner 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 apportioned 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 Developer or its successors shall be credited as allowed by law.
- H. Fire hydrants shall be provided by Developer at Developer's cost within the Development Area. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. Fire hydrants shall be installed in the subdivision, prior to the commencement of construction on any structure within the subdivision. The applicable fire chief shall determine the type and specifications for fire hydrants. Outdoor warning sirens are installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as **Exhibit "F"**. The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system. If applicable, the cost for said outdoor warning sirens shall be paid by Developer.
- I. One hundred percent (100%) of the entire cost of the original street signs shall be an obligation of the Developer. 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 Developer.

- J. Silt ponds/basin: The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Developer. Removal of sediment and erosion control measures may be a general obligation of the Developer. 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. Developer 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 Developer will pay for the removal of any sediment.
 - b. For all subsequent sediment removal, the Developer shall pay for the work.
 - c. Silt pond/basin closure or removal shall be an obligation of the Developer.
 2. Developer 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 Developer with a recommendation to either (i) remedy said hazard or nuisance or (ii) 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. Developer shall comply with County's recommended action in the notice letter. If after thirty (30) days Developer 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 Developer .

SECTION IV.

Developer or property owner may make certain payments in connection with the extension of water and gas to the boundary of the Development 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.

SECTION V.

The wastewater system of the Development shall be subject to the conditions and provisions hereinafter specified.

- A. Developer shall make connections with the wastewater system of the City of Gretna and the wastewater system of the City of Omaha as shown on Exhibit B. Any connection of the wastewater system of the Developer or some portion thereof, to the wastewater system of the City of Gretna or to the wastewater system of the City of Omaha shall be in compliance with any laws, rules, or regulations required by the City of Gretna and the City of Omaha, respectively. Furthermore, such connections specified in Exhibit B also utilize the sewer system of the County and shall be subject to the applicable rules of Sarpy County.
- B. County hereby grants permission to Developer allow sewage from the Developer, within the zoning jurisdiction of County to flow into the wastewater system of the County . County shall have the right to collect applicable fees and charges for any connection to County's system, City of Gretna's wastewater system, or City of Omaha's wastewater system.
- C. At all times all wastewater from and through said Development 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.
- D. Before any connection from any premises to the wastewater sewer system of Development 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.
- E. Developer shall pay to the County all of the City of Gretna Sewer Capital Facility (Special Connection) fees and all of the City of Omaha sewer connection fees in accordance with the each respective city's existing fee schedule. Sarpy County shall remit said fees upon receipt to the City of Gretna or the City of Omaha in accordance with the Interlocal Agreement between County and City of Gretna or City of Omaha.
- F. 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.
- G. Developer 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 Developer 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. Developer 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.

- H. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.
- I. Developer 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
VI.

Developer covenants and agrees that Developer shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Developer certifies that to the best of its knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites.
- C. Prior to commencement of the construction of improvements, Developer shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office to include all utility, cable, 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. 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.

SECTION
VII.

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

SECTION
VIII.

Development 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
IX.

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer shall submit all plans and specifications to the Sarpy County Planning Department 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
X.

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
XI.

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
XII.

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:

LKM Investment LLC
6214 California Street_
Omaha, NE 68132_

For County:
County Clerk, County of Sarpy
1210 Golden Gate Dr., # 1250
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Drive
Papillion, NE 68046

SECTION XIII.

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 XIV.

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

SECTION
XV.

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
XVI.

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
XVII.

Developer represents, covenants, and warrants 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 and are valid, binding, and enforceable obligations of Developer in accordance with the respective terms.

SECTION
XVIII.

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

[The next page is the signature page.]

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

Executed by Sarpy County this 27th day of April, 2014.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

[Signature]
Chairperson, Board of Commissioners



Attest:

[Signature]
Sarpy County Clerk

Approved as to form:

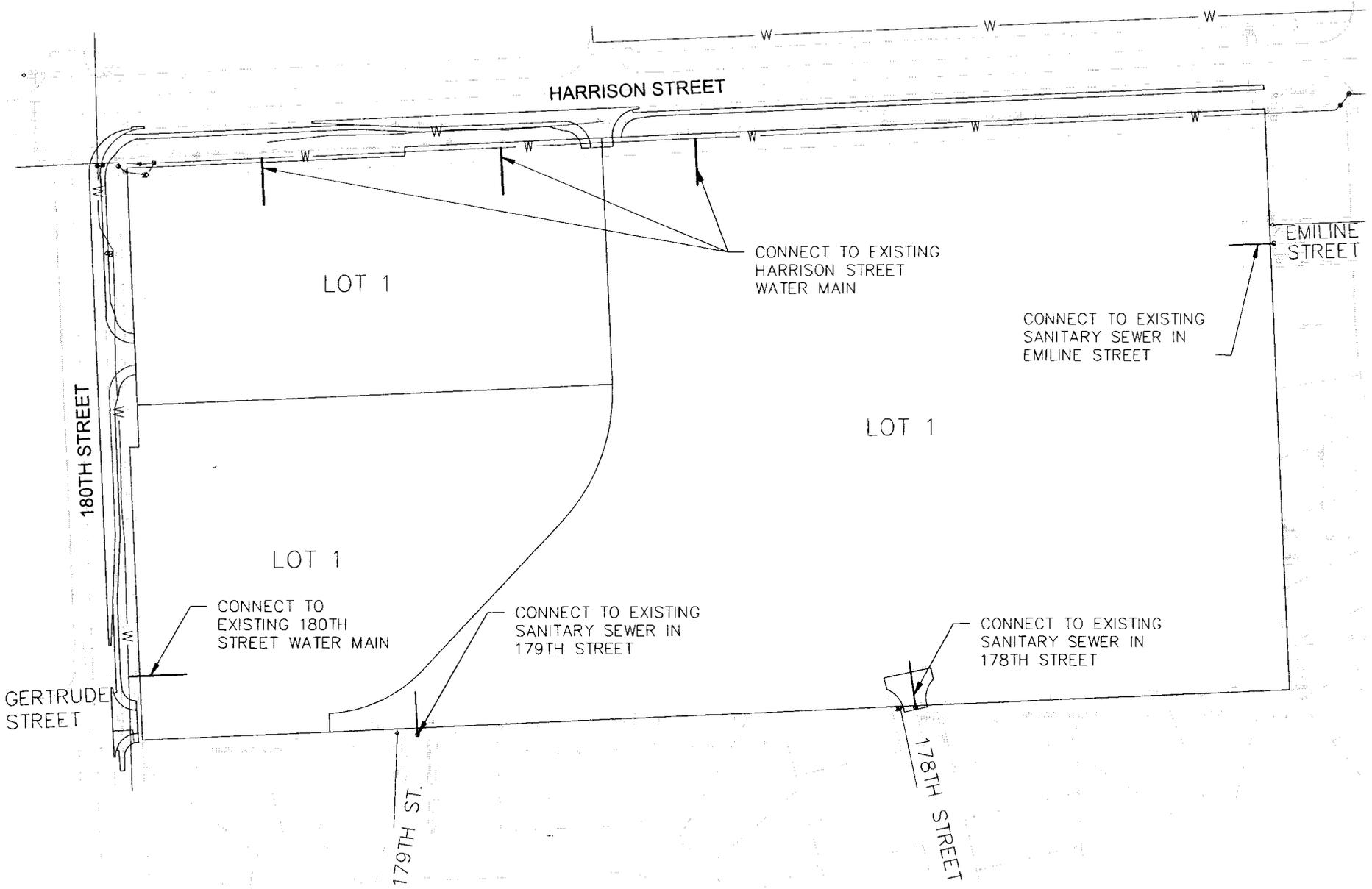
[Signature]
Sarpy County Attorney

Executed by Developer this 24 day of April, 2014.

Developer: LKM Investment LLC

[Signature]
Principal

DWG: F:\Projects\012-0045\LDVP\Exhibits\2014-03-16_Dev Agreement Exhibits_20045.dwg
 DATE: Mar 17, 2014 4:07pm
 XREFS: 31701_PBASE 31701_PBASE 31701_PCONT
 USER: mbickfo



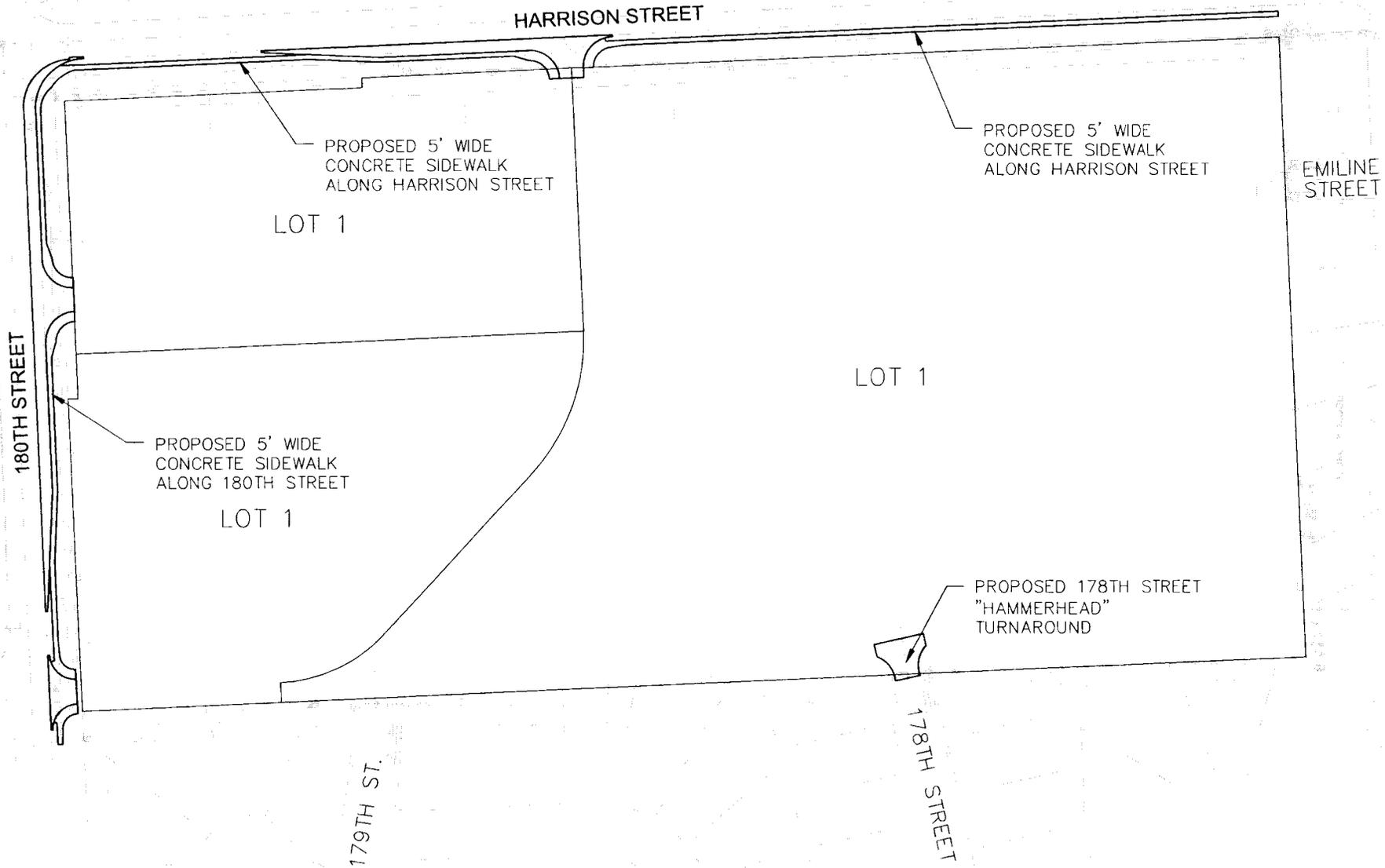
PROJECT NO: 012-0045
DRAWN BY: MDB
DATE: 3/17/2014

PLAMBECK ADDITION REPLAT 1
SANITARY SEWER AND UTILITY PLAN

MOLSSON
 ASSOCIATES
 2111 South 67th Street,
 Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
B

DWG: F:\Projects\012-0045\LDVP\Exhibits\2014-03-16_Dev Agreement Exhibits_20045.dwg
DATE: Mar 17, 2014 4:07pm
XREFS: 31701_PBASE 31701_PBASE 31701_PCONT 31701_PCONT
USER: mbickfoi



PROJECT NO: 012-0045
DRAWN BY: MDB
DATE: 3/17/2014

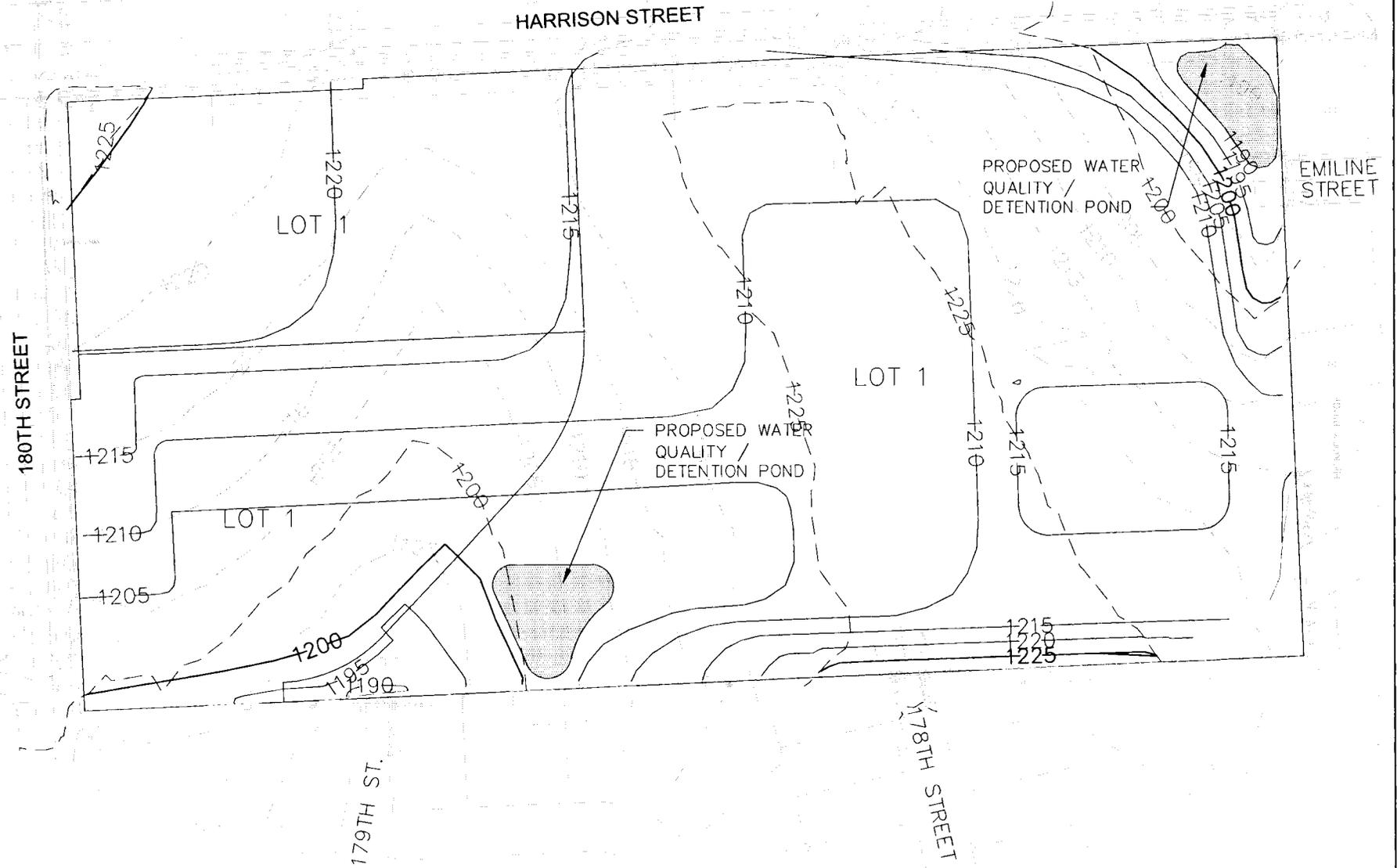
PLAMBECK ADDITION REPLAT 1
SIDEWALK PLAN

MOLSSON
ASSOCIATES[®]

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
C

DWG: F:\Projects\012-0045\LDVP\Exhibits\2014-03-16_Dev Agreement Exhibits_20045.dwg
 DATE: Mar 17, 2014 4:07pm
 XREFS: 31701_PBASE 31701_XBASE 31701_PCONT
 USER: mbickfo



PROJECT NO: 012-0045
DRAWN BY: MDB
DATE: 3/17/2014

**PLAMBECK ADDITION REPLAT 1
 PCSMP AND GRADING PLAN**

MOLSSON
 ASSOCIATES

2111 South 67th Street,
 Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT E

DWG: F:\Projects\012-0045\LDVP\Exhibits\2014-03-16_Dev Agreement Exhibits_20045.dwg
DATE: Mar 17, 2014 4:07pm XREFS: 31701_PBASE 31701_XBASE 31701_PCONT USER: mbickfo



PROJECT NO: 012-0045
DRAWN BY: MDB
DATE: 3/17/2014

**PLAMBECK ADDITION REPLAT 1
OUTDOOR WARNING SIREN EXHIBIT**

MOLSSON
ASSOCIATES
2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
F

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

May 1, 2014

LKM Investments LLC
6214 California Street
Omaha, NE 68132

Action by the Sarpy County Board of Commissioners on April 29, 2014 is as follows:

*Resolution 2014-149: Authorize Chairman to sign development agreement with LKM Investments, LLC for Plambeck Addition Replat 1, Lots 1, 2, and 3.
Bruce Fountain, Planning Director*

MOTION: Carlisle resolved, seconded by Warren, to approve the resolution for the development agreement as attached to the resolution. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Enclosed is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/kk