BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN SARPY COUNTY, BOYER YOUNG EQUITIES XVI, LLC, AND SANITARY AND IMPROVEMENT DISTRICT 294 FOR REMINGTON RIDGE, Lots 73-156 and Outlots C & D

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, Boyer Younge Equities XVI, LLC, and Sanitary and Improvement District 294, desire to enter into a Subdivision Agreement, a copy of which is attached hereto and marked as Exhibit "A", which governs the development of Remington Ridge subdivision lots 73 – 156 inclusive and Outlots C and D, and which complies with the Zoning Regulation of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Subdivision Agreement between the County of Sarpy, Boyer Young Equities XVI, LLC, and Sanitary and Improvement District 294, is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Subdivision Agreement which is attached hereto and marked as Exhibit "A".

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 11th day of March, 2014.

Attest

SEAL

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

Sarpy County Board Chairman

County Clerk

RESIDENTIAL SUBDIVISION AGREEMENT
REMINGTON RIDGE, PHASE TWO
LOTS 73-156, OUTLOTS "C" & "D"

This Subdivision Agreement made as of the dates indicated at the signatures below by and between BOYER YOUNG EQUITIES XIV, LLC, a Nebraska limited liability company (hereinafter "Developer"), Sanitary and Improvement District Number 294 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 Remington Ridge, Lots 73-156, Outlots "C" and "D". The Development Area is located within the corporate limits of Sanitary and Improvement District No. 294 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 the sewer and water system to be constructed by District Number 294 within the Development Area with the sewer system of County; and

WHEREAS, Developer, District, 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 or property adjacent thereto, whose costs shall be specially assessed and those public improvement costs that are deemed to be of general benefit to the property within the District.

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 reason 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.

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. 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, 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.

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 E & A Consulting Group, Inc., 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, the Storm Sewer and Paving Plan, prepared by E & A Consulting Group, Inc., 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, the Water System, prepared by Metropolitan Utilites District, a copy of which is attached hereto as Exhibit "D."

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 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 and any and all applicable resolutions of the Sarpy County Board of Commissioners. Sidewalks shall be installed as shown on the Storm Sewer and Paving plan prepared by E & A Consulting Group, Inc., a copy of which is attached hereto as Exhibit "C". All sidewalks shown on Exhibit "C" shall be maintained by

abutting property owner or District. 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. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with the sidewalks of any improved or built upon lot.

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. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with sidewalk construction.

J. Landscaping shall be located as shown on the Landscape Exhibits prepared by E & A Consulting Group, Inc., attached hereto as Exhibit "E" and "F". All entry sign features shall be landscaped upon the completion of said feature.

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. Street signs at all intersections per plat (see Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."

M. Sewer fees paid to the County.

N. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Post Construction Stormwater Management Plan, attached hereto as Exhibit "G".

O. The Development Area shall be graded as shown on the Stormwater Pollution Prevention and Erosion Control Plan prepared by E & A Consulting Group, Inc., attached hereto as Exhibit "H". 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.

P. 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 shall be installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as Exhibit "I". The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system.

Q. 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.

R. Paving and associated improvements to Giles Road along the subdivision's southerly frontage shall be completed in accordance with the terms of the Interlocal Agreement executed by the District and County on or about September 10, 2013 and approved by the County Board of Commissioners at Resolution No. 2013-317.

S. An outfall sanitary sewer is required for this project and will connect to the Gretna Interceptor Sewer and will be constructed with this Phase two project. Costs of the outfall sewer including easement acquisition may be a general obligation of the District.

SECTION III.

It is agreed that the credit or funds of District shall not be used for the engineering, procurement, or construction of any improvements of facilities within the Development Area except those public improvements specified in Section II hereof or as otherwise provided in this Agreement. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of the Sarpy County Board of Commissioners. Developer and District covenant that there shall be no general obligation of the District without prior written approval of County.

SECTION IV.

Developer and County agree that the entire cost of all public improvements constructed by District within the Development Area (see Exhibit "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, the cost of one-half of the street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of seven (7) inches, 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 of curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.

B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either by special assessment against the property benefited within the Development Area, or

by Developer or property owner at the time of the development ("development" shall mean issuance of an occupancy permit by County) of individual platted lots. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, if required, may be borne by general obligation of District. 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.

C. One hundred percent (100%) of the entire cost of sanitary 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 of 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 hundred percent (100%) of the entire cost of the water approach mains and any pioneer main fees 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. One hundred percent (100%) of the entire cost of the gas approach mains and any pioneer main fees may be a general obligation of the District.

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. 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. 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 shall be installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as **Exhibit "I".** If the Development Area has coverage from existing outdoor warning sirens, then Exhibit "I" shall show coverage area of said existing 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. The County's written approval for decorative or other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall only be required while the Development Area is within the zoning jurisdiction of the County. 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 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 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 (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. 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.

L. The Developer agrees to sell Outlots C and D to the District to be used as permanent buffer and landscape areas, for a per acre price of $35,500. The District soft costs for the purchase shall not exceed 20% of the purchase price. Developer shall, contemporaneously with the filing of the final plat, transfer title of said Outlots to the District. Such costs shall be a general obligation of the District.

M. The costs of right-of-way acquisition, paving improvements and drainage improvements to Giles Road at the subdivision frontage shall be a general obligation of the District.

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

O. Developer and District covenant that there shall be no other 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 main is designed and sized to serve properties outside of the Development Area, the cost of the extension main that would be installed if only the Development Area were to be served shall be specially assessed and the cost of oversizing the main 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.

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

A. County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system of County in such manner and at such place or places designated on plans submitted by District, all as approved in writing by County. County shall have the right

to collect applicable fees and charges for any connections to County's system. Further, any connection of the wastewater system of the District or some portion thereof, to the wastewater system of the City of Gretna, Nebraska, shall be in compliance with any rules or regulations required by the City of Gretna, Nebraska.

B. Title to the wastewater sewer, the outfall, as well as any associated easements, all as shown on Exhibit "B," 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.

C. District shall not permit any connection to said outfall, or to any sewer which drains into said outfall, without prior written approval by County, according to any laws, rules or regulation that may be applicable.

D. 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.

E. 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 pursuant to the terms, conditions, fees, and requirements 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.

F. Upon the signing of this Agreement, Developer and District shall pay to the County all of the City of Gretna Sewer Capital Facility (Special Connection) fees in accordance with the City of Gretna's existing fee schedule. Upon receipt of the Special Connection fees, Sarpy County shall remit said fees to the City of Gretna in accordance with the Interlocal Agreement signed on or about July 25, 2000 by County and City of Gretna.

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

H. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The

Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.

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

J. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of County; and ii) bound by any terms, provisions, or fees 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. At the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a 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, District 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. 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 a 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 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 X.

It is mutually agreed that District and Developer shall pay a fee 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. Said fee shall be the greater of Five Thousand Dollars ($5,000.00) or one percent (1%) of the estimated public improvement construction costs (excluding electrical construction costs) at the time the proposed public improvements are to be constructed. 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 this Agreement.

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:
Tim Young
Boyer Young Equities XVI, LLC
9719 Giles Rd
La Vista, NE 68128

For Sanitary and Improvement District 294:
Mark Boyer, Clerk
Boyer Young
9719 Giles Rd
La Vista, NE 68128

With a copy to:
Larry Jobeun, Attorney
11440 West Center Road
Omaha, NE 68144

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 Dr.
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.

Executed by Sarpy County this 11th day of March, 2014.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

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

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

Executed by District this 27th day of February, 2014.

SANITARY & IMPROVEMENT DISTRICT
NO. 294 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

Executed by Developer this 27th day of February, 2014.

Developer:

BOYER YOUNG EQUITIES XIV, LLC, a Nebraska limited liability company,

By: _____
Its: President / Member

REMINGTON RIDGE

LOTS 73 THRU 156 INCLUSIVE & OUTLOTS "C" & "D"

BEING A TRACT OF LAND LOCATED IN PART OF TAX LOT 7 AND PART OF THE W1/2SE1/4, ALL LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

1 inch = 100 ft.

LEGEND

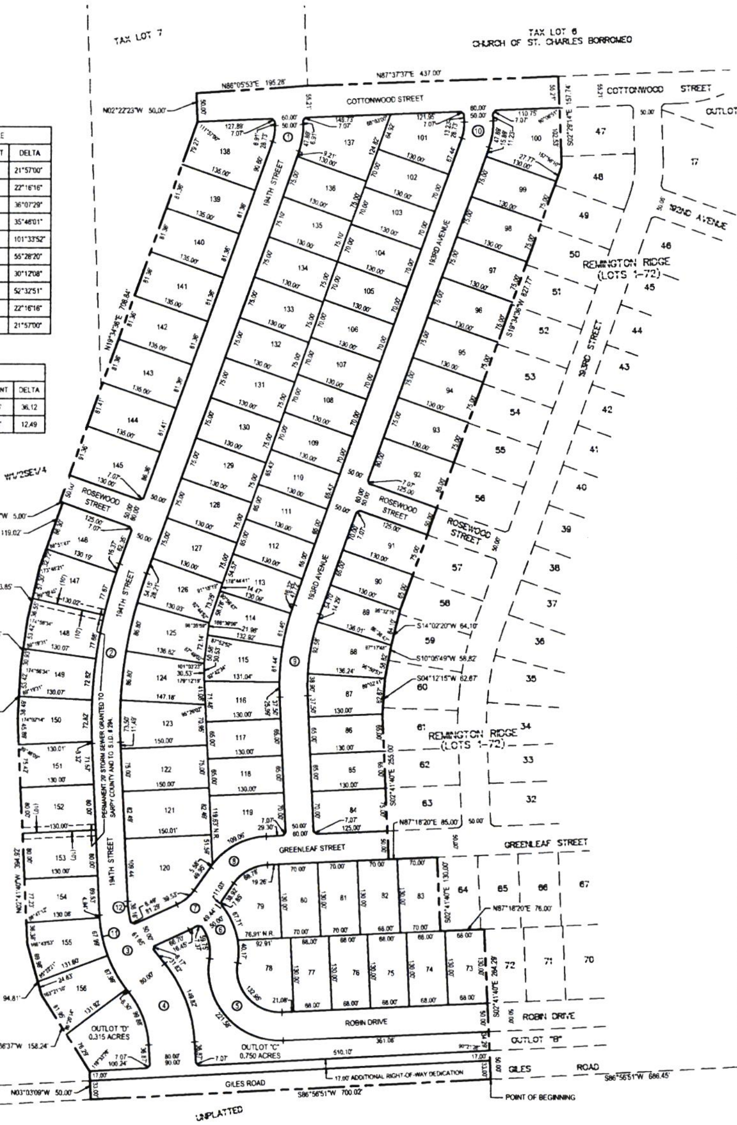
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- ADJACENT PROPERTY LINES

CENTER-LINE CURVE TABLE

Curve	RADIUS	LENGTH	TANGENT	DELTA
1	100.00'	38.31'	19.39'	21°57'00"
2	800.00'	310.97'	157.47'	22°16'16"
3	200.00'	126.10'	65.22'	36°07'29"
4	200.00'	124.85'	64.53'	35°46'01"
5	100.00'	177.26'	122.53'	101°33'52"
6	100.00'	96.82'	52.58'	55°28'20"
7	100.00'	52.71'	26.98'	30°12'08"
8	100.00'	91.71'	49.37'	52°32'51"
9	400.00'	155.48'	78.74'	22°16'16"
10	100.00'	38.31'	19.39'	21°57'00"

R.O.W. CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	233.50'	147.22'	76.15'	36.12
12	175.00'	38.16'	19.16'	12.49



LOT AREAS	
LOT NO.	SQ. FOOTAGE
73	8,840
74	8,840
75	8,840
76	8,840
77	8,840
78	11,139
79	9,100
80	9,100
81	9,100
82	9,100
83	10,733
84	9,736
85	8,450
86	8,450
87	9,281
88	10,386
89	8,844
90	8,450
91	9,737
92	11,037
93	9,750

LOT AREAS	
LOT NO.	SQ. FOOTAGE
94	9,750
95	9,750
96	9,750
97	9,750
98	9,750
99	9,750
100	12,834
101	11,603
102	9,100
103	9,100
104	9,100
105	9,100
106	9,100
107	9,100
108	9,100
109	9,100
110	8,506
111	8,450
112	8,450
113	9,851
114	9,379

LOT AREAS	
LOT NO.	SQ. FOOTAGE
115	9,407
116	8,782
117	8,450
118	8,450
119	11,042
120	17,446
121	12,374
122	11,250
123	11,626
124	11,235
125	10,631
126	10,151
127	9,750
128	9,750
129	9,750
130	9,750
131	9,750
132	9,750
133	9,750
134	9,750
135	9,763

LOT AREAS	
LOT NO.	SQ. FOOTAGE
136	9,750
137	13,110
138	14,208
139	10,984
140	10,984
141	10,984
142	10,984
143	10,962
144	11,022
145	12,321
146	11,040
147	10,940
148	10,920
149	10,238
150	10,255
151	9,771
152	10,400
153	10,400
154	9,860
155	11,406
156	11,504

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, BOYER-YOUNG EQUITIES XVI, LLC, THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS REMINGTON RIDGE (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

BY: BOYER-YOUNG EQUITIES XVI, LLC

______________________ ______________________
TIM YOUNG, PRESIDENT DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF)

ON THIS ________ DAY OF ______________, ________ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY TIM YOUNG, PRESIDENT OF BOYER-YOUNG EQUITIES XVI, LLC., WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

____
NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND 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

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
4. OUTLOTS "C" & "D" SHALL HAVE A DESIGNATED USE FOR BUFFER, OPEN SPACE AND LANDSCAPING. OUTLOTS "C" & "D" SHALL BE OWNED AND MAINTAINED BY THE S.I.D.# 294. THE SUBDIVIDER SHALL TRANSFER OWNERSHIP OF OUTLOTS "A" & "B" CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT. OUTLOTS "A" & "B" SHALL BE MAINTAINED INCLUDING MOWING, TREE REMOVAL AND OTHER VEGETATION CONTROL, BY THE S.I.D. # 294.

SURVEYOR'S CERTIFICATE

I 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 THE WITHIN PLAT AND PERMANENT MONUMENTS AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN REMINGTON RIDGE (THE LOTS NUMBERED AS SHOWN A TRACT OF LAND LOCATED IN PART OF TAX LOT 7 AND PART OF THE W1/2 SE1/4, ALL LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE S86°56'51"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 18, A DISTANCE OF 686.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S86°56'51"W ALONG SAID SOUTH LINE OF THE SE1/4 OF SECTION 18, A DISTANCE OF 700.02 FEET; THENCE N03°03'09"W, A DISTANCE OF 50.00 FEET; THENCE N32°36'37"W, A DISTANCE OF 158.24 FEET; THENCE N15°57'47"W, A DISTANCE OF 94.81 FEET, THENCE N02°41'40"W, A DISTANCE OF 394.92 FEET, THENCE N03°16'06"E, A DISTANCE OF 91.91 FEET; THENCE N08°19'32"E, A DISTANCE OF 84.35 FEET; THENCE N13°22'57"E, A DISTANCE OF 93.85 FEET; THENCE N19°34'36"E, A DISTANCE OF 119.02 FEET; THENCE N70°25'24"W, A DISTANCE OF 5.00 FEET; THENCE N19°34'36"E, A DISTANCE OF 708.84 FEET; THENCE N02°22'23"W, A DISTANCE OF 50.00 FEET; THENCE N86°05'53"E, A DISTANCE OF 195.28 FEET TO THE SOUTHWEST CORNER OF TAX LOT 6, A TAX LOT LOCATED IN SAID SE1/4 OF SAID SECTION 18; THENCE N87°37'37"E ALONG THE SOUTH LINE OF SAID TAX LOT 6, A DISTANCE OF 437.00 FEET TO THE NORTHWEST CORNER OF REMINGTON RIDGE (LOTS 1 THRU 72 INCLUSIVE), A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 18; THENCE ALONG THE WEST LINE OF SAID REMINGTON RIDGE (LOTS 1 THRU 72 INCLUSIVE) ON THE FOLLOWING TEN (10) COURSES: THENCE S02°29'14"E, A DISTANCE OF 157.74 FEET; THENCE S19°34'36"W, A DISTANCE OF 827.77 FEET; THENCE S14°02'20"W, A DISTANCE OF 64.10 FEET; THENCE S10°05'49"W, A DISTANCE OF 58.82 FEET; THENCE S04°12'15"W, A DISTANCE OF 62.67 FEET; THENCE S02°41'40"E, A DISTANCE OF 255.00 FEET, THENCE N87°18'20"E, A DISTANCE OF 85.00 FEET; THENCE S02°41'40"E, A DISTANCE OF 130.00 FEET; THENCE N87°18'20"E, A DISTANCE OF 76.00 FEET; THENCE S02°41'40"E, A DISTANCE OF 264.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,191,967 SQUARE FEET OR 27.364 ACRES, MORE OR LESS.

______________________ ______________________
ERIC A. SCHABEN, LS 608 DATE

APPROVAL OF THE SARPY COUNTY BOARD

THIS SUBDIVISION OF REMINGTON RIDGE WAS APPROVED BY THE SARPY COUNTY BOARD.

______________________ ______________________
CHAIRMAN DATE

ATTEST ______________________
COUNTY CLERK

APPROVAL OF SARPY COUNTY PLANNING COMMISSION

THIS SUBDIVISION OF REMINGTON RIDGE WAS APPROVED BY THE SARPY COUNTY PLANNING COMMISSION.

______________________ ______________________
CHAIRMAN, SARPY COUNTY PLANNING COMMISSION DATE

APPROVAL OF SARPY COUNTY PLANNING DIRECTOR

THIS SUBDIVISION OF REMINGTON RIDGE WAS APPROVED BY THE SARPY COUNTY PLANNING DIRECTOR.

______________________ ______________________
SARPY COUNTY PLANNING DIRECTOR DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF REMINGTON RIDGE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS ________ DAY OF ______________, 20____.

____
COUNTY SURVEYOR / ENGINEER

Proj No:	P2010.083.002
Date:	12-2-13
Designed By:	MAW
Drawn By:	TRF3
Scale:	1" = 100'
Sheet:	1 of 1

Revisions		
No	Date	Description

EXHIBIT "A"
FINAL PLAT

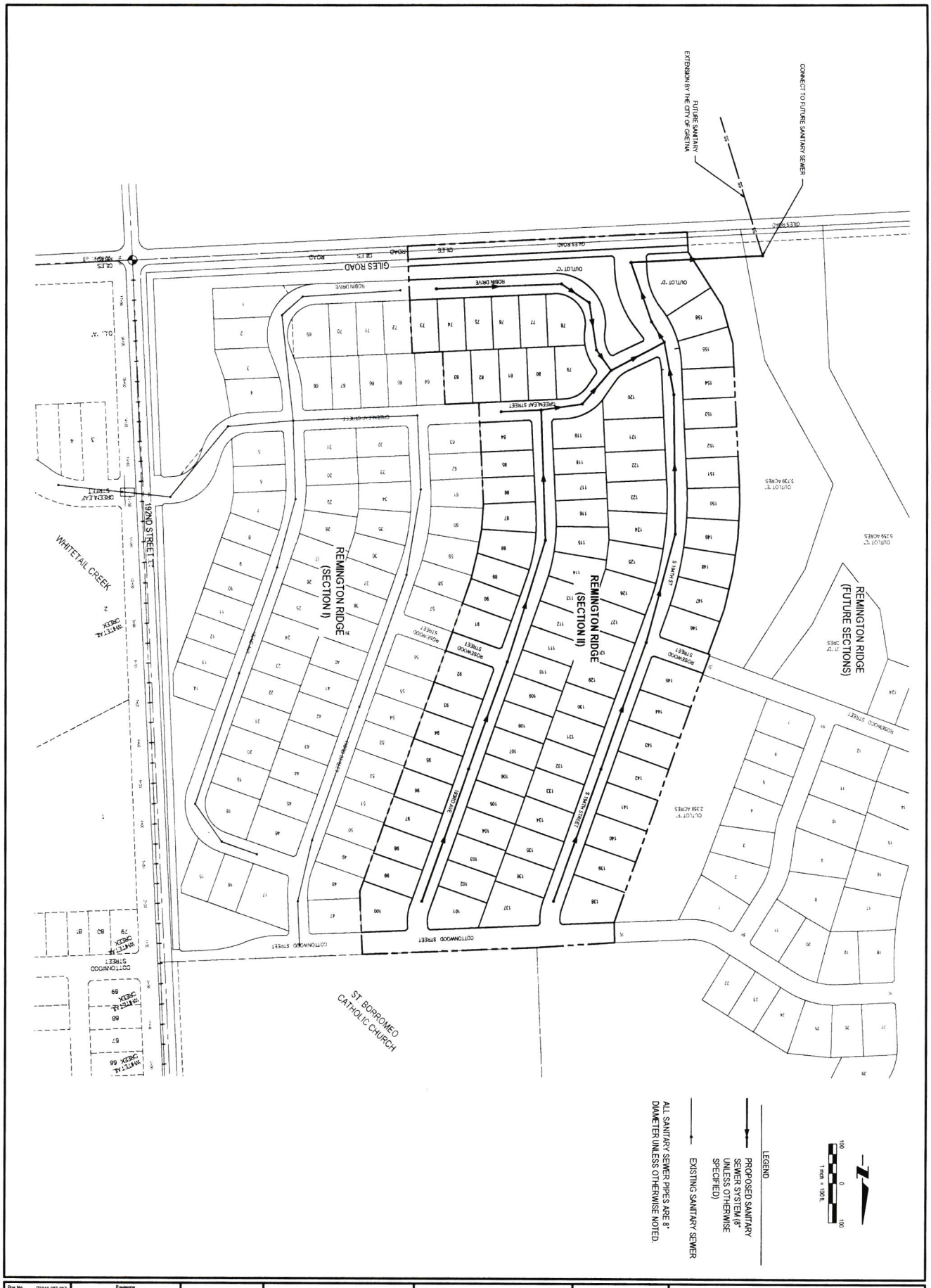
REMINGTON RIDGE
LOTS 73 THRU 156 INCLUSIVE & OUTLOTS "C" & "D"
SARPY COUNTY, NEBRASKA

Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

Terry Hansen 2/12/2014 3:10 PM K:\Projects\2010\083\p01\Plat\Final Design\FP PHS II_000.dwg



Proj No	P2016.063.002	Revisions	
Date	11/25/2013	No. / Date / Description	
Designed By	RMT	Date / Description	
Drawn By	ASK		
Scale	1"=100'		
Sheet	1 of 1		

SANITARY SEWER
EXHIBIT 'B'

REMINGTON RIDGE
SID 296 SARPY - SECTION II
SARPY COUNTY, NEBRASKA

e•a Engineering Answers

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

Alexander Kolbrabers 11/27/2013 1:13 PM K:\Projects\2013\2013\p02\Subdivision Agreement - Section II\Exhibit B - Sanitary Sewer.dwg

Proj No	P2010.063.002
Date	11/25/2013
Designed By	RMT
Drawn By	ASK
Scale	1"=100'
Sheet	1 of 1

Revisions

No	Date	Description

STORM SEWER & PAVING
EXHIBIT 'C'

REMINGTON RIDGE
SARPY COUNTY, NEBRASKA

Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
Phone 402.895.4700 Fax 402.895.3599
www.eacg.com

Proj No. P2010.083.002 Date 11/25/2013 Designed By RMT Drawn By ASK Scale 1"=100' Sheet 1 of 1	Revisions No. Date Description	WATER SYSTEM EXHIBIT 'D'	REMINGTON RIDGE SARPY COUNTY, NEBRASKA	Engineering Answers E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone 402.895.4700 Fax 402.895.3599 www.eacg.com

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications. Owner reserves the right to substitute plant material type, size and/or quantity.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (two years) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

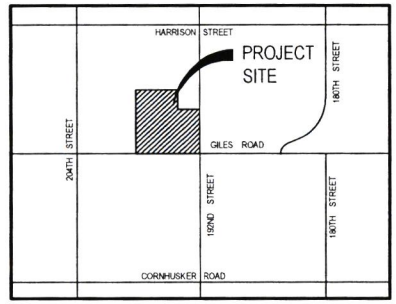
SEEDING NOTES:

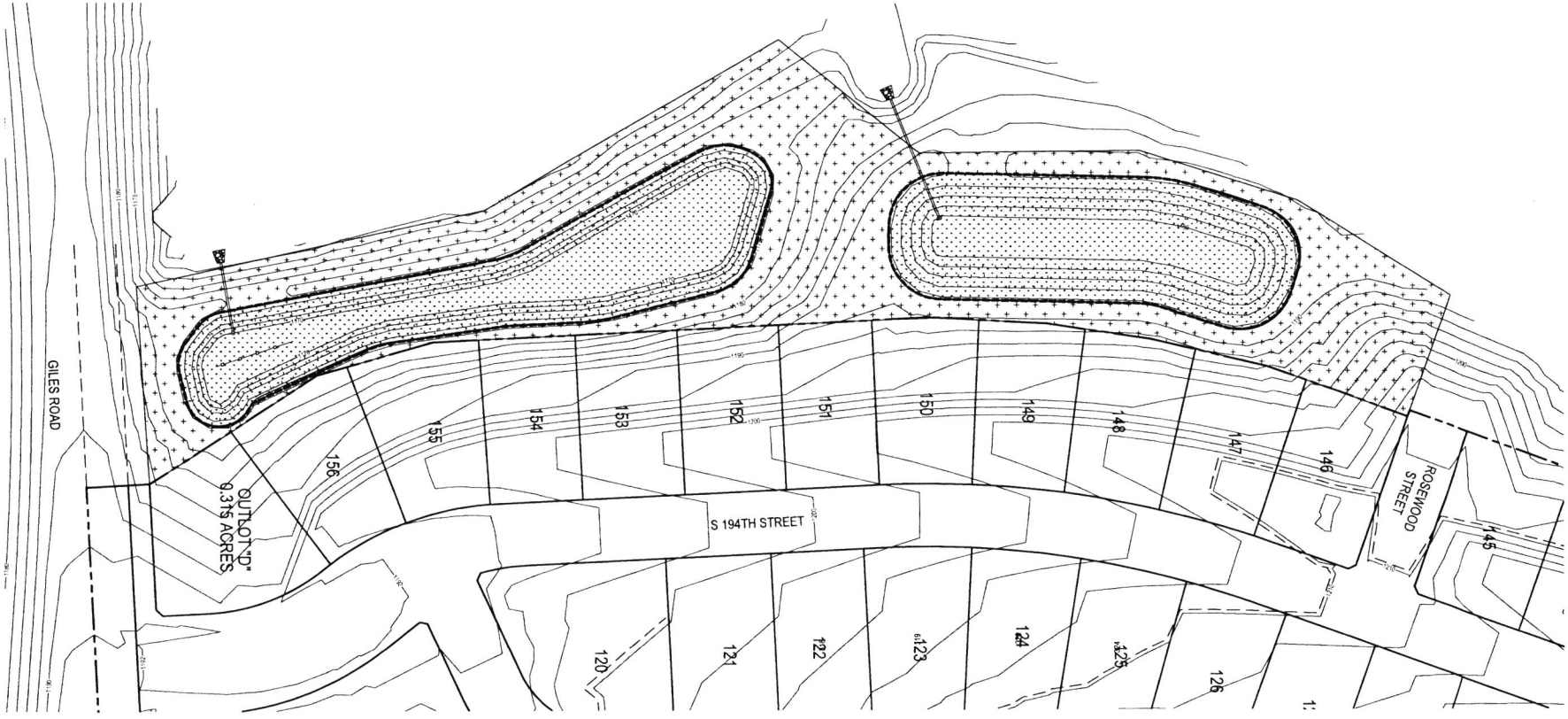
1. Seed to be installed as per City of Omaha specifications. Use the Type A seed in Table 802.06 Seed Application Rates of Part (D) of Section 802.03, which is the Tall Fescue in Table 802.01 Non-irrigated Lawn and Turf Seed of Part (B) of Section 802.02
2. Contractor to coordinate work with other amenities contractors.

SEED & MAT (CITY OF OMAHA, TYPE 'B' SEED) = 79,255 S.F.

* RAINGARDEN SEED MIX & MAT = 65,365 S.F.

* NOTE: 65,365 SQUARE FEET OF SEED (United Rain Garden Mixture)
Contractor to Follow Manufacturer's Specifications: .25 to .50 Lbs per 1,000 Sq.Ft.
Seeding Dates: March - June Dormant Seeding: December - March





1 inch = 40 ft.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154
Phone: 402.895.9515 Fax: 402.895.2599
www.eacg.com

Engineering Answers

REMINGTON RIDGE
SID 296 SARPY - SECTION II
SARPY COUNTY, NEBRASKA

LANDSCAPE PLAN
EXHIBIT 'E'

Proj No:	2009.083.003	Revisions	
Date:	12/08/2010	Date	Description
Designed By:	MAT	Date	Description
Drawn By:	MAT		
Scale:	1" = 40'		
Sheet:	1 of 1		

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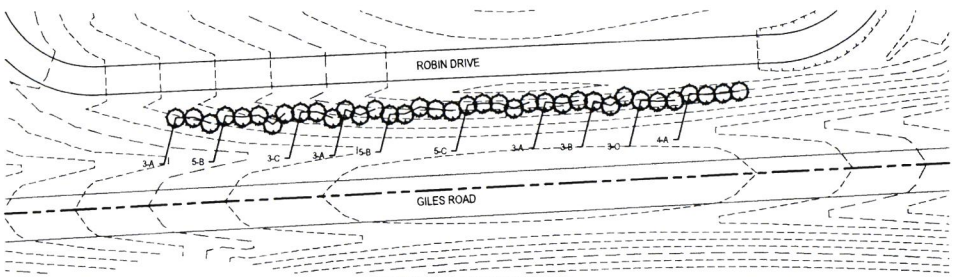
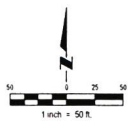
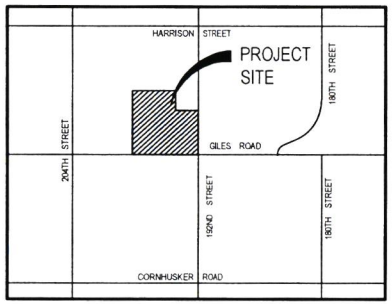
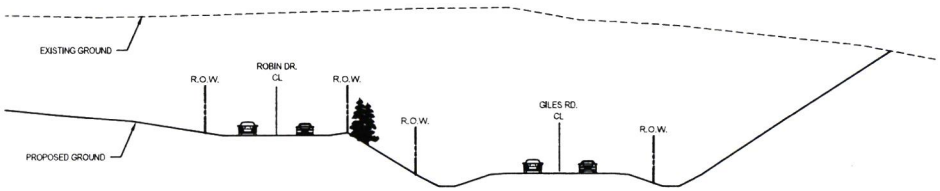


LANDSCAPE PLAN - ROBIN DR. & GILES RD.
SCALE: 1" = 50'



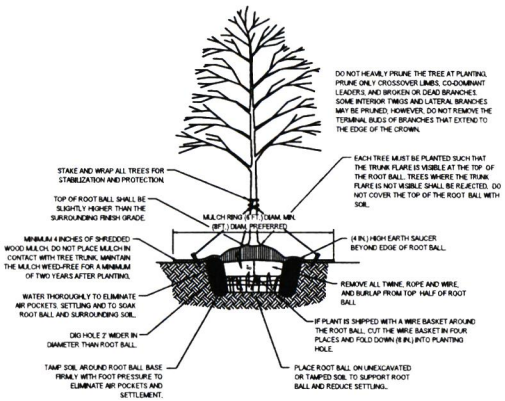




TYP. CROSS SECTION - ROBIN DR. & GILES RD. LOOKING EAST
SCALE: H 20', V 5'

PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	13	Picea glauca 'Densata'	Black Hills Spruce	8'-9'	B&B
B	13	Picea pungens 'Glauca'	Colorado Blue Spruce	8'-9'	B&B
C	11	Picea abies	Norway Spruce	8'-9'	B&B



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications. Owner reserves the right to substitute plant material type, size and/or quantity.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (two years) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

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Engineering Answers

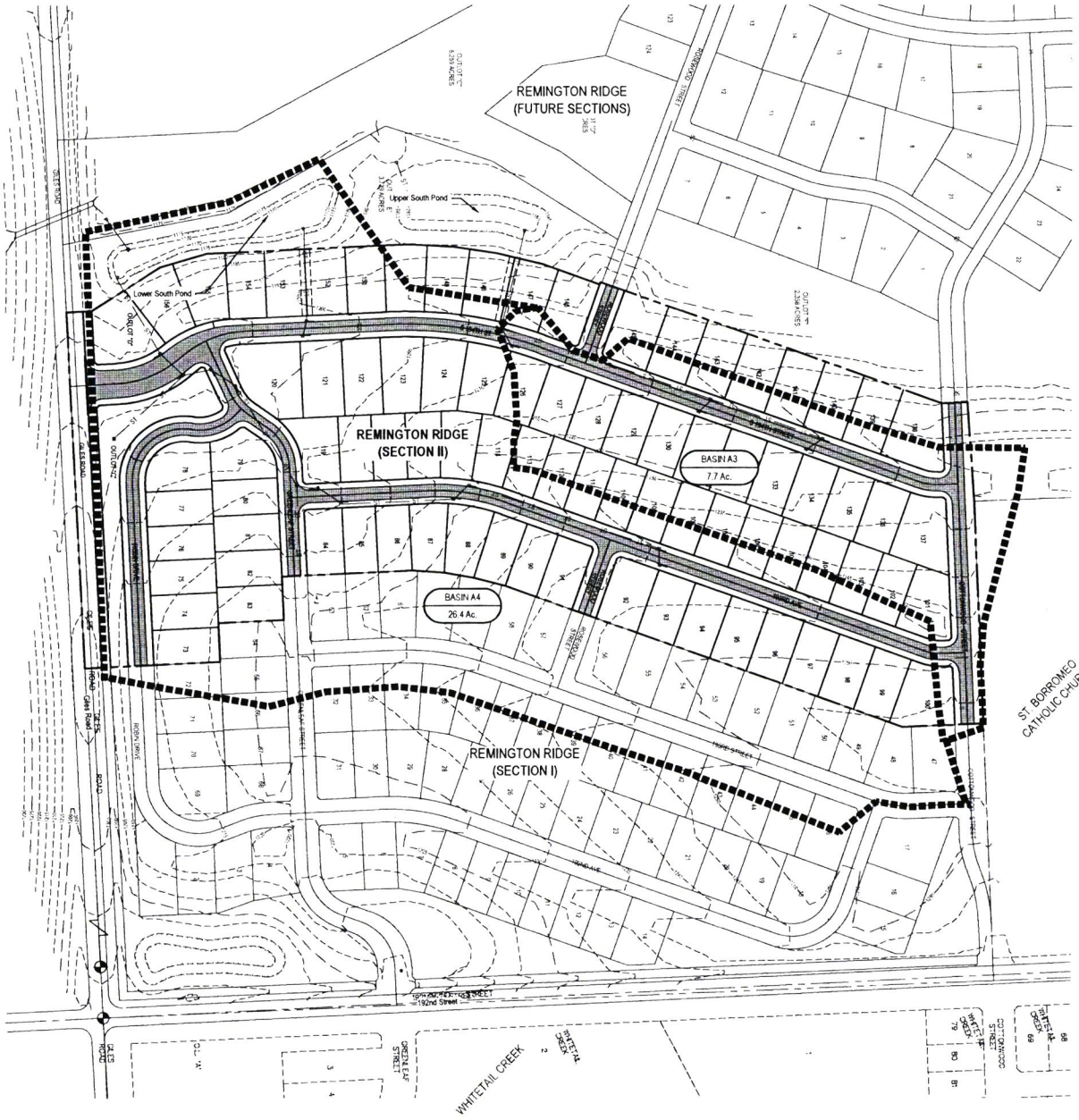
REMINGTON RIDGE
SID 296 SARPY - SECTION II
SARPY COUNTY, NEBRASKA

LANDSCAPE PLAN
EXHIBIT 'F'

Revisions		
No.	Date	Description

Proj No:	P2010.083.002
Date:	12/02/2013
Designed By:	MAT
Drawn By:	MAT
Scale:	1" = 50'
Sheet:	1 of 1

Mylar: 24 x 36 | 0202013 8:00 AM | P:\Projects\2010\P2010.083.002\Landscape\Agreement - Landscape Plan\Exhibit F - Landscape - Remington.dwg



100 0 100
1 inch = 100 ft.

LEGEND

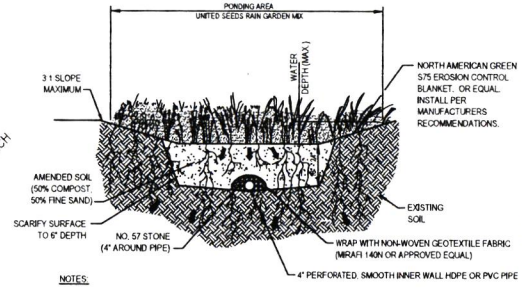
Drainage Basin Boundary

Basin_ID
0.00 Ac.
Drainage Basin ID, and Area Tag

PCSMP BMP INFORMATION

BASIN	DRAINAGE AREA (AC)	1/2" VOLUME (CF)	METHOD	1/2" VOLUME PROVIDED (CF)
A3	7.7	13,976	BIO-RETENTION BASIN	14,000*
A4	26.4	47,916	BIO-RETENTION BASIN	48,000*

*The total volume available as shown exceeds the required volume to treat 1/2" of rainfall, this additional volume and area is reserved for 2-year detention and landscape features.



NOTES:

1. SCARIFY BOTTOM AND SIDES OF BASIN AND OVER EXCAVATED AREA TO A DEPTH OF 6" PRIOR TO PLACEMENT OF AMENDED SOIL.
2. MINIMIZE COMPACTION BY LIMITING CONSTRUCTION TRAFFIC AND EQUIPMENT SIZE WITHIN THE LIMITS OF THE BASIN.
3. SEED MIXTURE SHALL BE UNITED RAIN GARDEN MIXTURE FROM UNITED SEEDS INC. PLANTING METHOD AND SEEDING RATE SHALL BE .25 TO .50 LBS PER 1,000 SQ. FT.. SEEDING DATES: MARCH-JUNE, DORMANT SEEDING: DECEMBER - MARCH. SEED TO BE COVERED WITH MATTING, NORTH AMERICAN GREEN S75, OR APPROVED EQUAL.
4. A FILTER SLEEVE WILL NOT BE ALLOWED ON THE PERFORATED UNDERDRAIN PIPE.
5. PERFORATED PIPE WILL NOT BE ALLOWED TO CONNECT TO EXISTING STORM SEWER. SOLID WALL PIPE WILL NEED TO BE USED FROM THE RISER INLET TO THE EXISTING STORM STRUCTURE.
6. PROTECT BASIN FROM EROSION AND SEDIMENT DURING AND AFTER CONSTRUCTION OF THE FINISHED BIORETNETION BASIN UNTIL THE CONTRIBUTING AREA IS FULLY STABILIZED.

BIO-RETENTION BASIN SECTION

NOT TO SCALE

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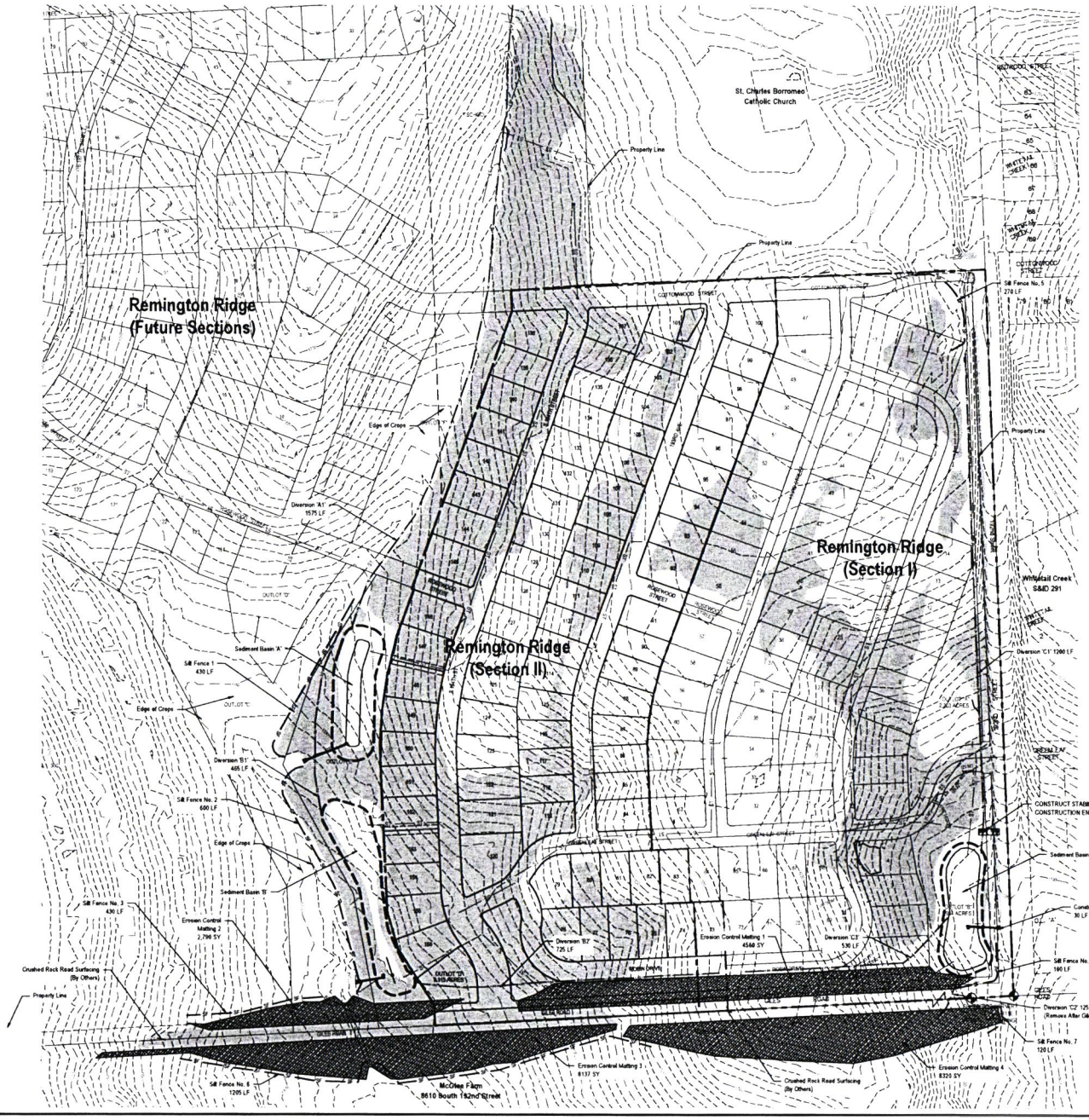
REMINGTON RIDGE
SARPY COUNTY, NEBRASKA

PCSMP
EXHIBIT "G"

No.	Date	Description

Revisions

Proj No.	P2010.163.002
Date	11/26/2013
Designed By	RJC
Drawn By	ASS
Scale	1"=100'
Sheet	1 of 1



LEGEND

- POWER POLE
- GUY WIRE
- LIGHT POLE
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- FENCE LINE
- GAS LINE
- WATER LINE
- POWER LINE (OVERHEAD)
- Diversion Dike
- Silt Fence
- Existing Contours
- Proposed Major Contours
- Silt Basin - Top of Dike
- Erosion Control Terrace
- Fill Areas
- Erosion Control Matting
- Section Lines

Note:
Sediment Basin, Riser and Earth Dike shall be constructed before any grading on the site will be permitted.

Initial stripping can occur only in an area of cut and the corresponding fill area required to construct the embankment along the downstream side of the basins. At the end of each day, when weather conditions warrant, and until such time as it is possible to construct Sediment Basins, the contractor shall construct a sediment trap at any and all low spots where water falling on bare ground might leave the site. The temporary sediment traps shall conform to the City of Omaha Soil Erosion and Sediment Control Manual.

Once the Sediment Basin has been constructed and approved given by the *Inspector*, stripping can occur throughout the balance of the site.

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Engineering Answers

REMMINGTON RIDGE
GRADING AND EROSION CONTROL PLAN
SARPY COUNTY, NEBRASKA

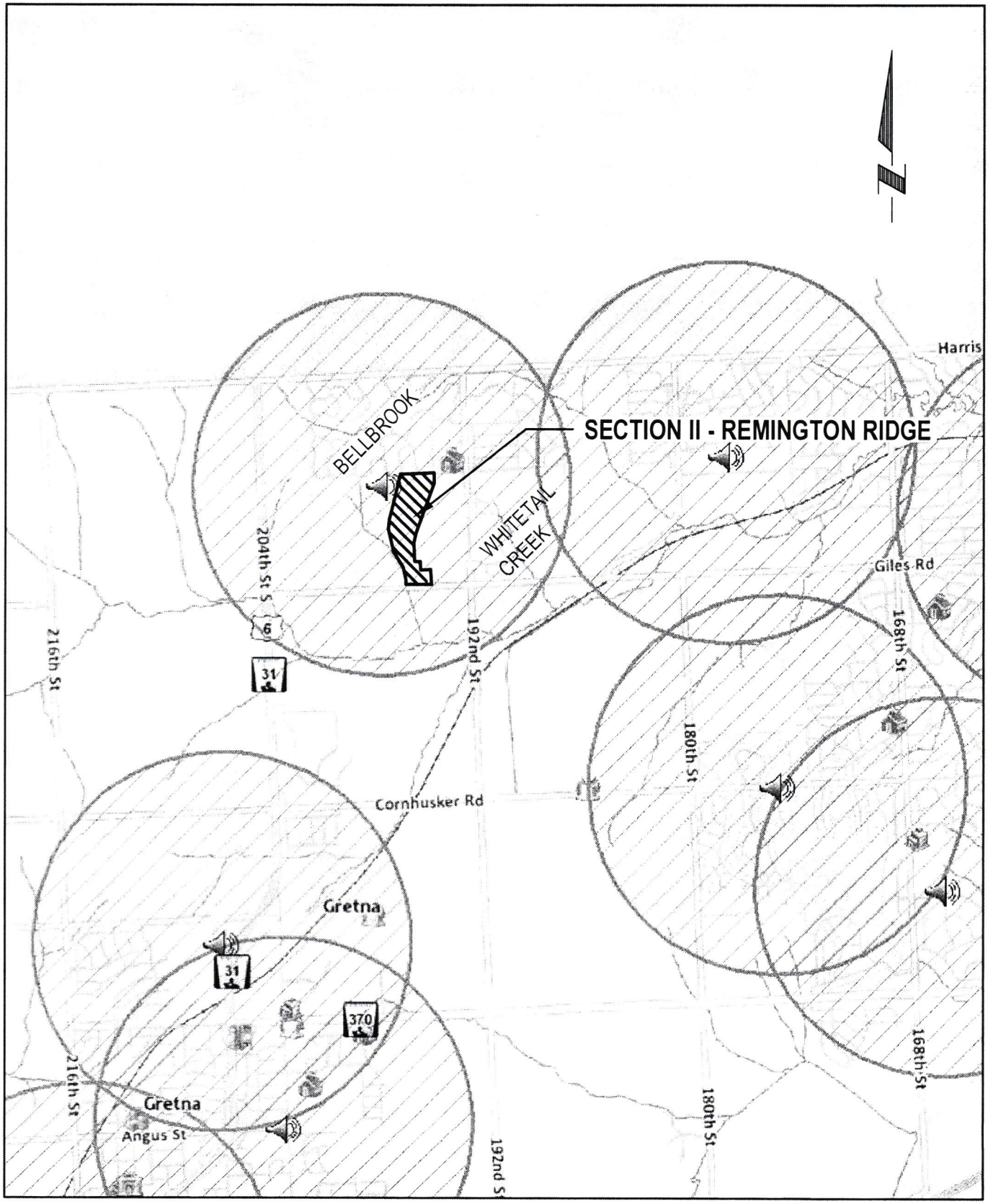
STORM WATER
POLLUTION PREVENTION AND
EROSION CONTROL PLAN
EXHIBIT 'H'

No.	Date	Description

Proj No.	F2010.081.00
Date	1/7/2011
Designed By:	RKC
Drawn By:	RKC
Scale:	See Plan
Sheet	3 of 6

Revision Issued: 10/21/2011 12:16p H:\Projects\Subdivisions\Remington\Exhibit F-Grading.dwg

EXHIBIT "I", WARNING & NOTIFICATION COVERAGE PLAN



Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 0.6 mile

8/7/2013

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

March 13, 2014

Brianna Johnson
Fullenkamp, Doyle & Jobeun
11440 W. Center Road
Omaha, NE 68144

RE: Subdivision Agreement Between Sarpy County and Boyer Young Equities XVI and SID 294 for Remington Ridge Lots 73-156 and Outlots C & D

Enclosed is the original above referenced agreement signed by the Sarpy County Board Chairman on March 11, 2014 for your files.

Sincerely,

Deb Houghtaling

Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm