

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN
SARPY COUNTY, SOUTHERN PINES, LLC, AND SANITARY AND IMPROVEMENT
DISTRICT 297 FOR SOUTHERN PINES REPLAT 1

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, Southern Pines, LLC, and Sanitary and Improvement District 297, desire to enter into a Subdivision Agreement, a copy of which is attached hereto and marked as Exhibit "A", which governs the development of Southern Pines Replat 1 subdivision and which complies with the Zoning Regulation of Sarpy County, Nebraska; and,

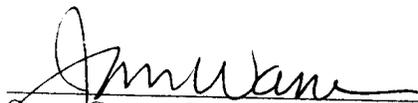
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Subdivision Agreement between the County of Sarpy, Southern Pines, LLC, and Sanitary and Improvement District 297, is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Subdivision Agreement which is attached hereto and marked as Exhibit "A".

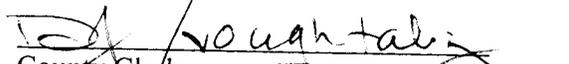
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 27th day of August, 2013.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

RESIDENTIAL SUBDIVISION AGREEMENT

This Subdivision Agreement made as of the dates indicated at the signatures below by and between Southern Pines, LLC, a Nebraska limited liability company (hereinafter “Developer”), Sanitary and Improvement District Number 297 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 Southern Pines Replat 1, Lots 1 – 186, inclusive and Outlots A-F inclusive, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska, which is within the County’s zoning and platting jurisdiction; and

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

WHEREAS, District is the successor in interest by merger of Sanitary and Improvement District 284 (hereinafter SID 284)

WHEREAS, Developer, District, and County acknowledge that Developer, County and SID 284 previously entered into a Residential Subdivision Agreement on or about July 18, 2006 (Rsln. No. 2006-229) which addressed property within the Development Area for the previously approved Southern Pines subdivision; and

WHEREAS, Developer and District are replatting the Southern Pines subdivision into Lots 1 – 186 inclusive and Outlots A-F inclusive, Southern Pines Replat 1. Futher, Developer, District, and County agree that this Agreement governs the development of the real property on the final plat (Exhibit A), known as Southern Pines Replat 1, Lots 1 – 186 inclusive and Outlots A-F inclusive; 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 Lamp, Ryneerson & Associates, 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 prepared by Lamp, Ryneerson & Associates, Inc., 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 by Metropolitan Utilities District, as shown on the water plan improvements prepared by Lamp, Ryneerson & Associates, Inc., 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 Peoples Natural Gas, 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 sidewalk plan prepared by Lamp, Rynearson & Associates, Inc., a copy of which is attached hereto as Exhibit “E”. All sidewalks shown on Exhibit E 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 Exhibit prepared by Lamp, Rynearson & Associates, Inc. attached hereto as Exhibit “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 Grading Exhibit prepared by Lamp, Rynearson & Associates, 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. District shall financially contribute to the paving, widening, signalization, and associated improvements along the Southern Pines frontages of 168th Street and Giles Road by paying one-third (1/3) of the total cost of the improvements. There is expected to be at least two phases of road improvements to the Southern Pines frontages of 168th Street and Giles Road.
1. Phase 1 Improvements consist of the signalization, widening, paving and associated improvements to 168th Street and Giles Road. District shall pay County one-third (1/3) of the Actual Cost of the Phase 1 Improvements. The term "Actual Cost" shall include engineering, attorneys' fees, publication costs, testing expenses, accounting, property acquisition, construction and related fees and expenses. Actual Cost shall not include any costs of financing or acquiring financing incurred by any Party. Actual Costs expended shall be allocated between the County and District. District shall pay one-third (1/3) of the Actual Costs and County shall be responsible for the remaining Actual Costs. County may seek reimbursement from other subdivisions that border 168th Street and Giles Road. The cost for the Phase 1 Improvements are estimated to be \$586,757.79, with one-third (1/3) of the costs are estimated to be \$193,570.01. The County shall periodically bill District for work performed, excluding the County's share, and District shall pay the remaining sums. Any amount unpaid after sixty (60) days shall draw interest at the rate of six (6%) percent per annum, simple interest. County has already bid the Phase 1 Improvements and expects to begin construction in July 2013.
 2. Phase 2 Improvements will consist of the widening, paving, and associated improvements to the remaining portion of the Southern Pines frontages of 168th Street and Giles Road. The Phase 2 Improvements may begin at County's discretion as the traffic counts warrant and as County funding allows. District shall enter into an Interlocal Cooperation Agreement with County for the design and construction of said Phase 2 Improvements, which the Interlocal Cooperation Agreement shall include the following terms and conditions:
 - a. District shall pay County one-third (1/3) of the Actual Cost of the Phase 2 Improvements. The term "Actual Cost" shall include engineering, attorneys' fees, publication costs, testing expenses, accounting, property acquisition, construction and related fees and expenses. Actual Cost shall not include any costs of financing or acquiring financing incurred by any Party. Actual Costs

expended shall be allocated between the County and District. District shall pay one-third (1/3) of the Actual Costs of the Phase 2 Improvements and County shall be responsible for the remaining Actual Costs. The County shall periodically bill District for work performed, excluding the County's share, and District shall pay the remaining sums. Any amount unpaid after sixty (60) days shall draw interest at the rate of six (6%) percent per annum, simple interest. County may seek reimbursement from other subdivisions that border 168th Street and Giles Road.

- R. 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.
- S. Park and trail improvements shall be located as shown on the Sidewalk and Paving Exhibit prepared by Lamp, Rynearson & Associates, Inc. attached hereto as Exhibit "E".

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 for curbs for purposes of

assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.

- B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either by special assessment against the property benefited within the Development Area, or by Developer or property owner at the time of the development (“development” shall mean issuance of an occupancy permit by County) of individual platted lots. The cost of sidewalks along exterior arterial streets, 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. 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.
 - 2. One hundred percent (100%) of the cost of outfall sewer lines and lift stations may be a general obligation of the District.
 - 3. The total cost of any sanitary sewer adjacent to the outlots 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.
- J. 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.
- K. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of the District. All street signs shall conform to County standards. Decorative, ornamental, or any other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall not be installed unless prior written approval by the County Board is received. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- L. One hundred percent (100%) of the entire cost of all park improvements including playground equipment, trails, parking, etc, may be a general obligation of the District.

M. 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.
 - b. If at any time a silt pond basin is converted to a water quality basin, the conversion costs may be a general obligation of the District. Long term maintenance may also be a general obligation of the District.
3. Storm sewer associated with post construction storm water management shall be constructed during the grading of the site and initially paid for privately by the Developer. The costs for this work shall be reimbursed to the Developer by the District and this cost may be a general obligation of the District.

N. Land acquisition costs for park land, the drainage ways and the land on which the water quality basins are constructed may be a general obligation

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

- P. 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.

- A. The wastewater system of the District shall be subject to the conditions and provisions hereinafter specified. 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 the outfall, or to any sewer which drains into the outfall, without prior written approval by the City of Gretna, according to any laws, rules or regulation that may be applicable.
- D. At all times all wastewater from and through the District into the City of Gretna's wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of the City of Gretna 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 the City of Gretna. Said permit shall be obtained on the same terms, conditions, and requirements of the City of Gretna and for the applicable permit fee of the City of Gretna for connection to the wastewater sewer system within the zoning jurisdiction of County. All such connections shall comply with minimum standards prescribed by the City of Gretna.
- F. Upon the signing of this Agreement, Developer and District shall pay to 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 July 25, 2000 by County and City of Gretna.
- G. Notwithstanding any other provision of this Agreement, County retains the right to take such actions as may be necessary including disconnection of the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- H. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or

violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.

- I. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.
- J. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of County; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of County.

SECTION VIII.

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Except as may otherwise be agreed to by the County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. In the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.
- C. Prior to commencement of the construction of improvements, District shall obtain and file of record permanent easements for all sanitary, water, and storm sewer lines as determined by County's engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.

- D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
 2. A plat of the area to be assessed; and
 3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a. The amount as paid to the contractor;
 - b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
 - c. A special itemization of all costs of District not itemized in a. or b. above;
 - d. Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
 - e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and
 - f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;
- E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.
- F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.

G. If the Development Area is situated within the Future Growth and Development area of municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such act to which the County may be a party.

SECTION
IX.

Developer, District and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, hereinafter “Watershed Partnership Agreement” as from time to time amended. The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the Parties recognize the County’s right to collect Watershed Fees at the time of the issuance of 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:

Southern Pines, LLC
c/o CBS Home Real Estate
Attn: John C. Allen
15950 W. Dodge Road, Suite 300
Omaha, NE 68118

For Sanitary and Improvement District:

Pansing Hogan Ernst & Bachman LLP
Attn: John Q. Bachman
10250 Regency Circle, Suite 300
Omaha, NE 68114

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

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Dr.
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.

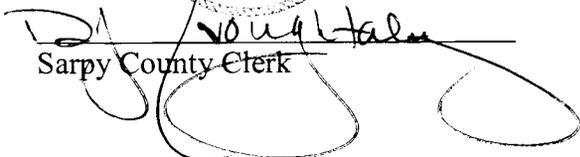
Executed by Sarpy County this 27th day of August, 2013.

SARPY COUNTY, NEBRASKA,
A Political Subdivision


Chairperson, Board of Commissioners

Attest:



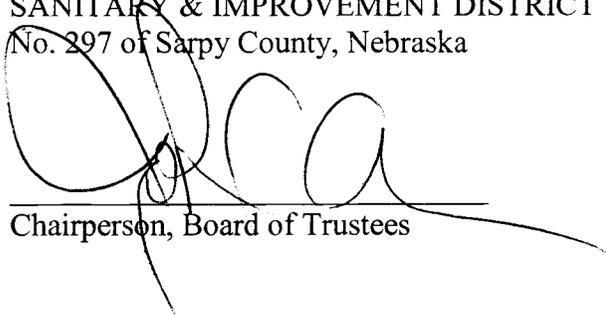

Sarpy County Clerk

Approved as to form:


Sarpy County Attorney

Executed by District this 14th day of August, 2013.

SANITARY & IMPROVEMENT DISTRICT
No. 297 of Sarpy County, Nebraska


Chairperson, Board of Trustees

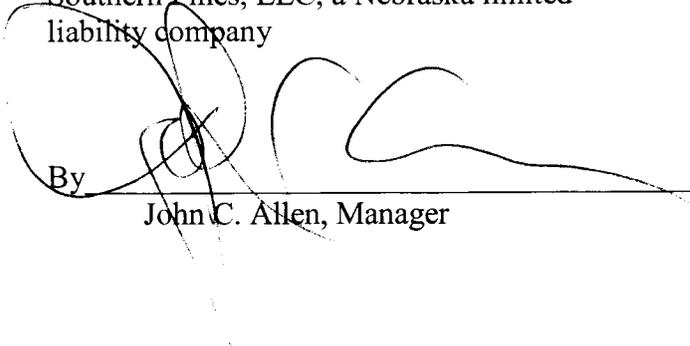
Attest:


Clerk, Board of Trustees

Executed by Developer this 14th day of August, 2013.

Developer:
Southern Pines, LLC, a Nebraska limited
liability company

By

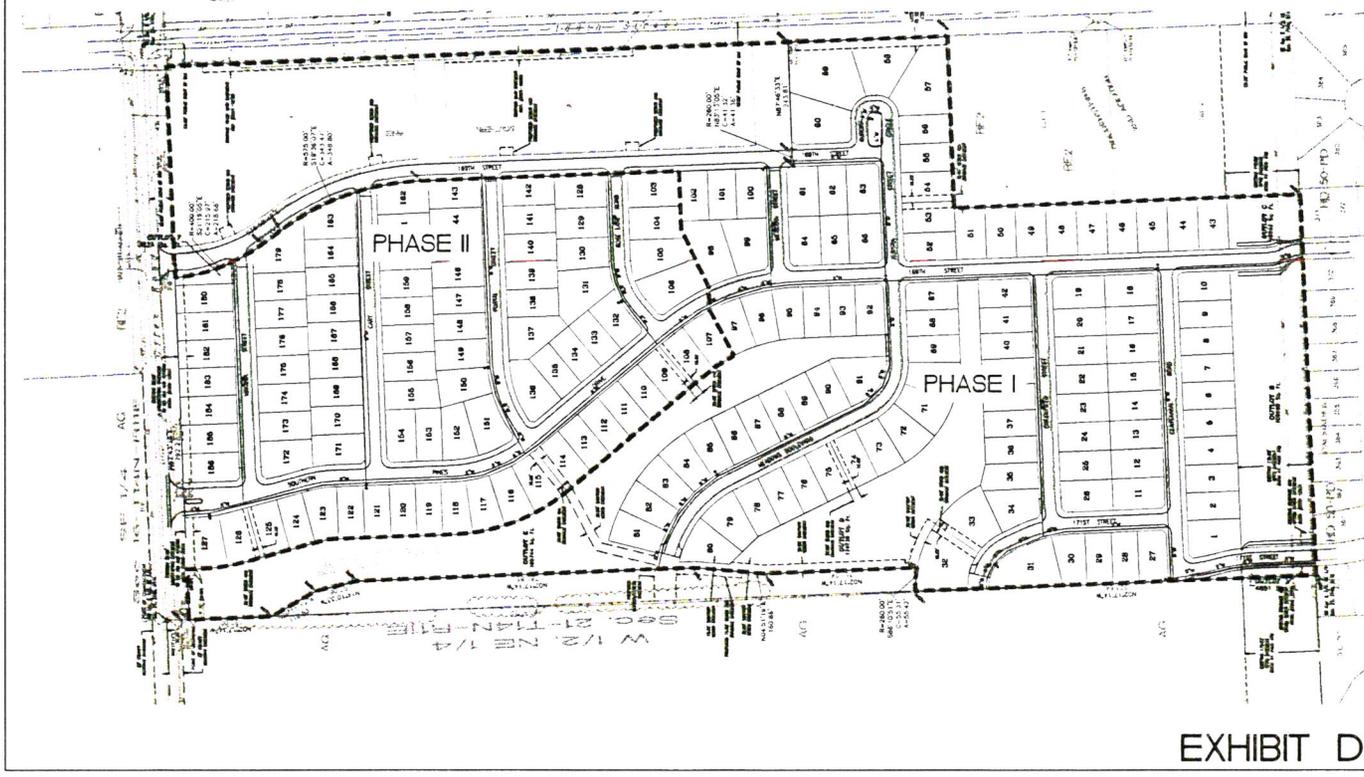
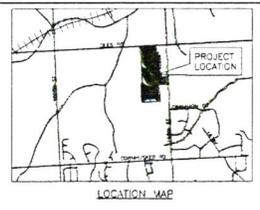

John C. Allen, Manager

SOUTHERN PINES REPLAT 1

LEGEND

Existing Centerline	Existing Gas
Proposed Centerline	Existing Underground Power
Proposed Right-of-Way	Existing Telephone
Proposed Easement	Existing Cable Television
Proposed Easement	Existing Sewer
Proposed Easement	Existing Storm Sewer
Proposed Easement	Existing Fire Hydrant
Proposed Easement	Existing Building
Proposed Easement	Existing Street Pole And Guy
Proposed Easement	Existing Street Light
Proposed Easement	Existing Chain Link Fence
Proposed Easement	Existing Sidewalk Foot And Size
Proposed Easement	Existing Concrete Tree And Size
Proposed Easement	Existing Bush
Proposed Easement	Existing Tree Canopy

WATER TO BE DESIGNED AND CONSTRUCTED BY METROPOLITAN UTILITIES DISTRICT.



PROJECT INFORMATION

14710 West Dodge Road, Suite 100 • 402-488-7408 | P
 Omaha, Nebraska 68134-2027 • 402-488-7710 | F
 www.lrp.com

LAMP RYNEARSON
 A S E C U R I T I E S

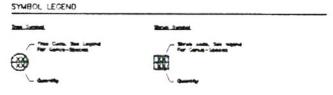
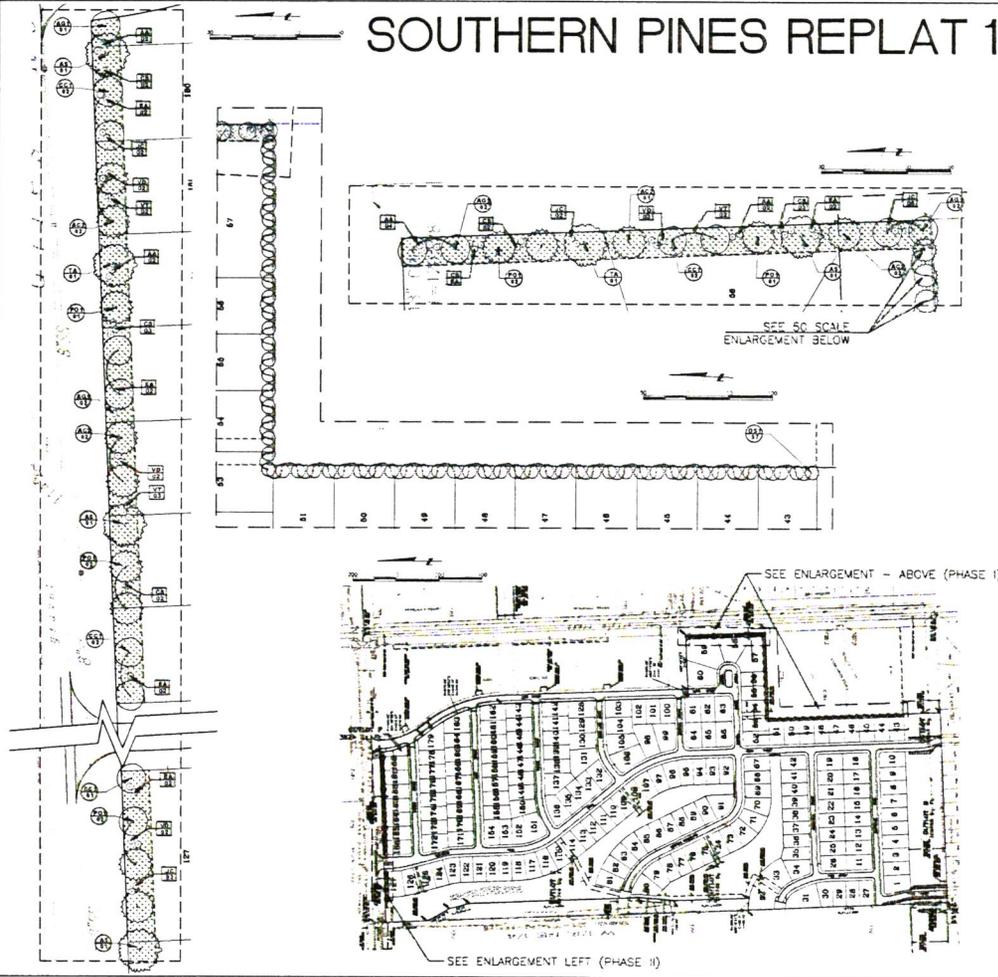
SOUTHERN PINES REPLAT 1 168TH STREET AND GILES ROAD
 SAPPY COUNTY, NEBRASKA

WATER PLAN

7/2008 T-01-005
 6/18/2015

EXHIBIT D

SOUTHERN PINES REPLAT 1



TREE LEGEND CLASSIFICATION DEFINITIONS

1. Trees are classified into three classes based on their ultimate height and canopy spread. Class 1 trees are those that reach a maximum height of 25 feet or less. Class 2 trees are those that reach a maximum height of 25 to 40 feet. Class 3 trees are those that reach a maximum height of 40 feet or more.

2. The ultimate height and canopy spread of a tree are determined by its species, age, and growing conditions. The ultimate height and canopy spread of a tree are determined by its species, age, and growing conditions.

TREE LEGEND						
SYMBOL	CLASS	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	PLANTING RATE	PLANTING NOTES
TREES - CLASS 1						
	101	Pinus strobus	White Pine	1.5" Cal.	10-20	10-20
	102	Pinus taeda	Red Pine	1.5" Cal.	10-20	10-20
TREES - CLASS 2						
	103	Pinus resinosa	Mill Pine	2.5" Cal.	10-20	10-20
	104	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
TREES - CONIFER						
	105	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
	106	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
	107	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
SHRUB - MEDIUM AND LARGE						
	108	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
	109	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
	110	Pinus strobus	White Pine	2.5" Cal.	10-20	10-20
TURF						

LANDSCAPE

LAMP FYNEARSON ASSOCIATES
 14210 Woodbridge Blvd. Suite 100 402-488-7000
 14210 Woodbridge Blvd. Suite 100 402-488-7000
 www.lfa-inc.com

SOUTHERN PINES REPLAT 1 168TH STREET AND GILES ROAD
 SASSY COUNTY, NEBRASKA

1 of 1

EXHIBIT F

SOUTHERN PINES REPLAT 1

LEGEND

- | | |
|--|---|
| <ul style="list-style-type: none"> Proposed Centerline Proposed Right-of-Way Proposed Easement Proposed Utility Proposed Street Proposed Road Line Section Proposed Right-of-Way Proposed 20' Fence Proposed 10' Fence Proposed Water Quality Pond | <ul style="list-style-type: none"> Existing Gas Existing Underground Power Existing Quarantined Power Existing Telephone Existing Sewer Existing Storm Sewer Existing Water Existing Chain Link Fence Existing Street Existing Street Light Existing Chain Link Fence Existing Telephone Pole and Sign Existing Quarantined Tree and Sign Existing Bush Existing Tree Canopy |
|--|---|

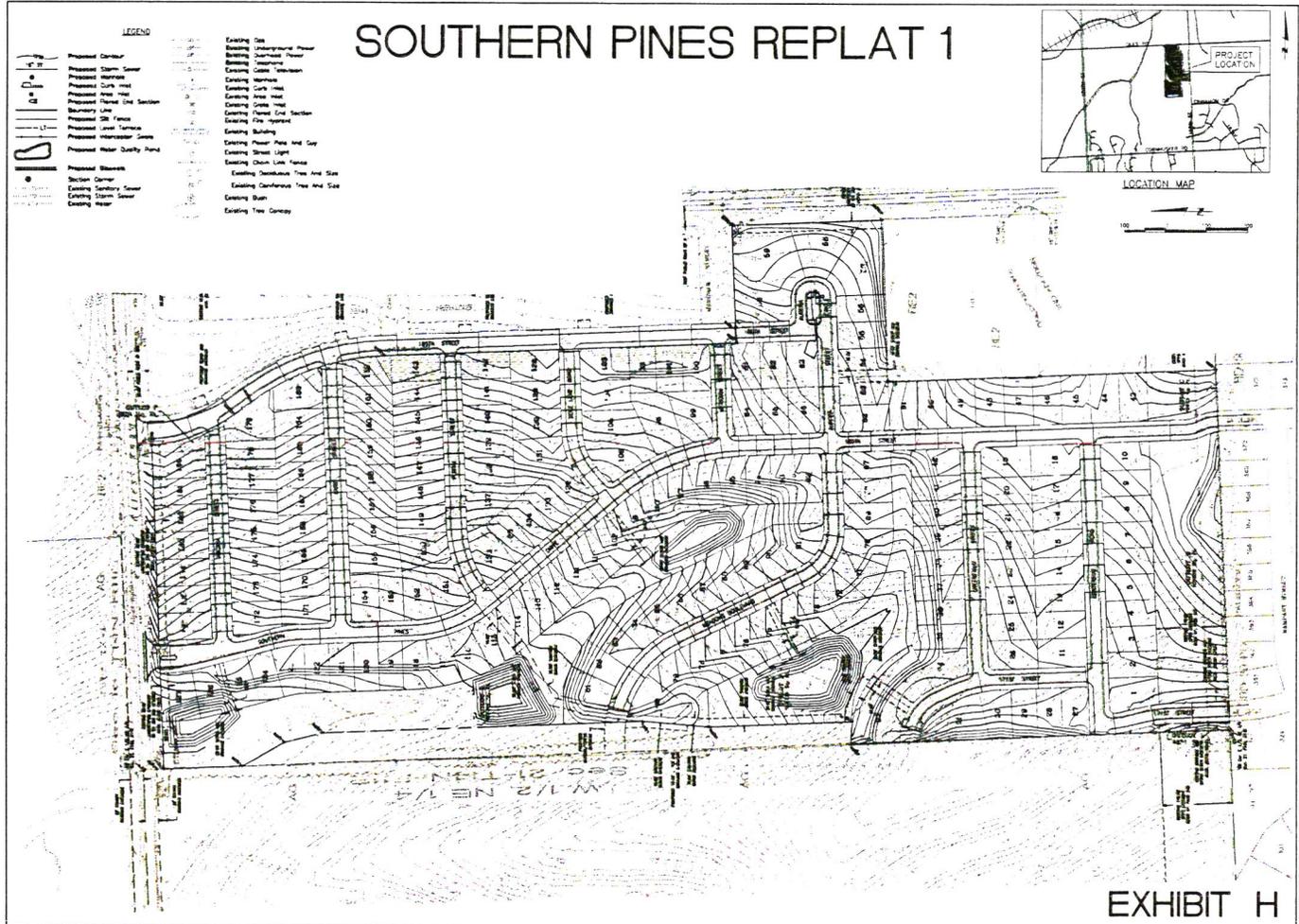


EXHIBIT H

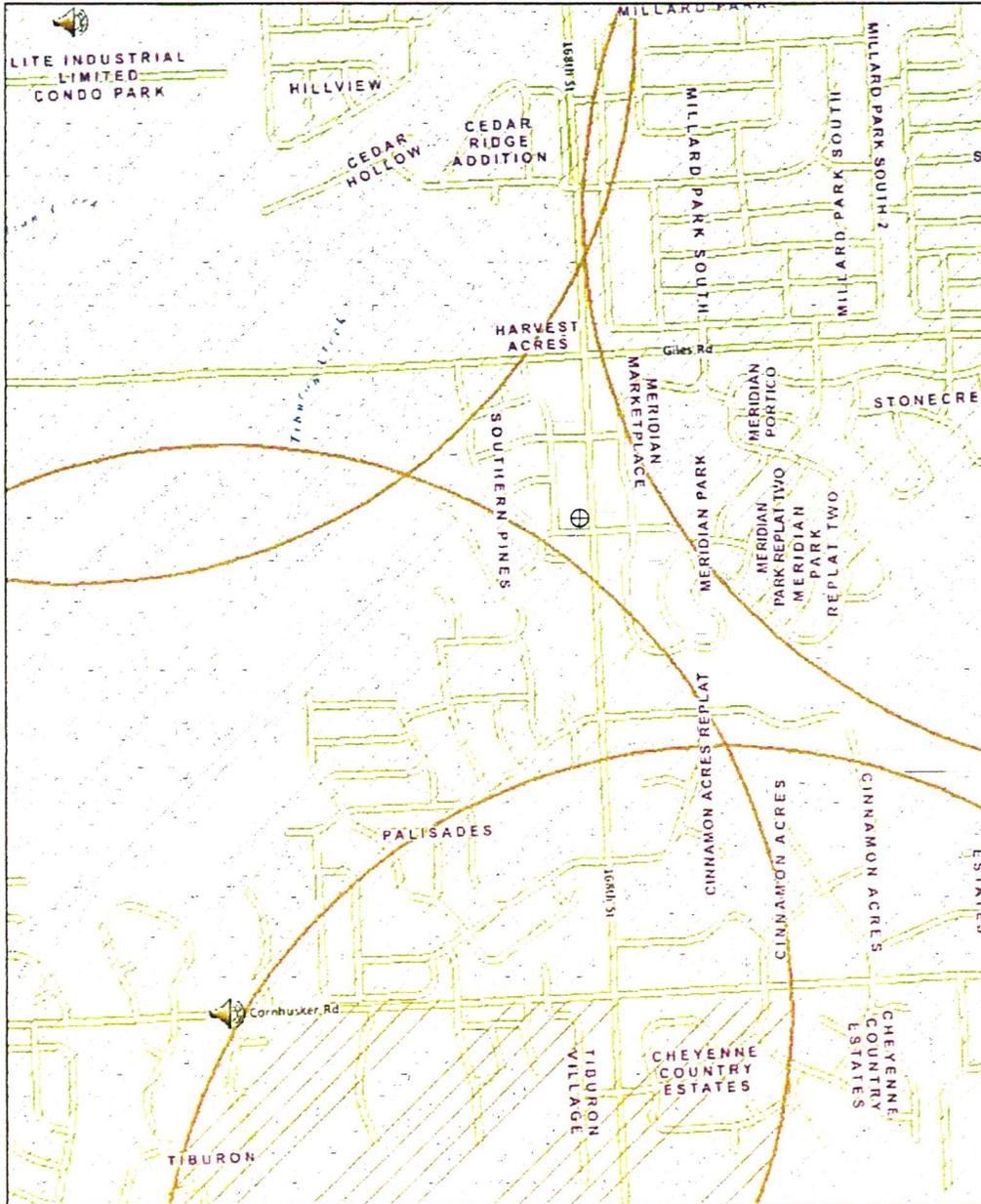
LAMP FYEARSON & ASSOCIATES
 14110 West Dodge Road, Suite 100 402-988-7988
 14110 West Dodge Road, Suite 100 402-988-7988
 www.lfa.com

SOUTHERN PINES REPLAT 1 168TH STREET AND GILES ROAD
 SAPP COUNTY, NEBRASKA

GRADING PLAN

07/05/07 21-005
 5-24-2011
 1 of 1

Sarpy County, Nebraska



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 = 1088 feet
6/27/2013

⊕ New Siren

EXHIBIT I



LAMP RYNEARSON
& ASSOCIATES

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

drawn by	designed by	reviewed by	project - task number	date	book and page	revisions
RJK	CJL	TJA	0105087.01-005	6-26-2013		

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WARNING AND
NOTIFICATION
COVERAGE PLAN

Kendra Koehler

From: Nicole O'Keefe
Sent: Tuesday, August 27, 2013 2:15 PM
To: Clerk Email
Subject: Minor clerical errors southern pines sub agrmt

Hi Deb,

Please Note: This email is to serve as notice of the changes and should stay with the original records of the county clerk's office.

There were some minor errors discovered in the Southern Pines Replat 1 subdivision agreement following the signature of the District and Developer. The document signed by the Developer and the District and presented to the County Board included the original language noted below. Upon the authority of John Bachman, the attorney for the District and the Developer, the other two parties to the subdivision agreement, the language was amended as noted below and the corrected pages will be swapped out such that the county board will sign the corrected document. I will be bringing over the corrected pages.

1. **Section II.F. (p 3)** - Original language: Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Metropolitan Utilities District or Peoples Natural Gas.
 - a. Pursuant to the authority of John Bachman, representative of the Developer and the District, the language was changed as noted below via swapping out the page with the corrected language. There were no changes in page length or numbering and the actual language within the document does not show the edits only the final language.
 - i. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Metropolitan Utilities District ~~or~~ Peoples Natural Gas, or Black Hills Energy.

2. **Section II.S. (p 6)** – Original language: Park and trail improvements shall be located as shown on the Landscape Exhibit prepared by Lamp, Rynearson & Associates, Inc. attached hereto as Exhibit "F".
 - a. Pursuant to the authority of John Bachman, representative of the Developer and the District, the language was changed as noted below via swapping out the page with the corrected language. There were no changes in page length or numbering and the actual language within the document does not show the edits only the final language.
 - i. Park and trail improvements shall be located as shown on the Landscape ~~Sidewalk and Paving~~ Exhibit prepared by Lamp, Rynearson & Associates, Inc. attached hereto as Exhibit "~~F~~".

Regards,

Nicole L. O'Keefe
Deputy Sarpy County Attorney
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-2230
Fax: 402-593-4359

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From: Sandy Willmott [<mailto:SWillmott@pheblaw.com>]
Sent: Tuesday, August 27, 2013 11:58 AM
To: Nicole O'Keefe
Cc: John Bachman
Subject: RE: Minor clerical errors southern pines sub agrmt

Nicole,

John has reviewed the proposed revisions and is agreeable to swapping out the pages. He will be speaking for the SID and the Developer. Thank you.

Sandy

Sandra K. Willmott
Legal Assistant
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114-3728
Telephone: (402) 397-5500
Facsimile: (402) 397-4853
Email: swillmott@pheblaw.com

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IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment).

From: Nicole O'Keefe [<mailto:nokeefe@sarpy.com>]
Sent: Tuesday, August 27, 2013 11:37 AM
To: Sandy Willmott
Subject: FW: Minor clerical errors southern pines sub agrmt
Importance: High

Sandy... I entered the wrong email. Please see below.
THANKS!

Nicole L. O'Keefe
Deputy Sarpy County Attorney
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-2230
Fax: 402-593-4359

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From: Nicole O'Keefe
Sent: Tuesday, August 27, 2013 11:34 AM
To: 'John Bachman'; 'sandyswillmott@pheblaw.com'
Subject: Minor clerical errors southern pines sub agrmt
Importance: High

Hi John,

I was alerted to a few clerical/scrivener errors in the southern pines subdivision agreement. I was hoping that you would be ok with me just swapping out the pages since everything is signed. The information is below. Please let me know what you think asap.

1. Section II.F. (p 3) – Gas will actually be provided by Black Hills Energy. (no changes in page length or numbering)
Here is the new language:
 - a. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit “A”) shall be installed by Metropolitan Utilities District ~~or~~ Peoples Natural Gas, or Black Hills Energy.
2. Section II.S. (p 6) There is a reference to an incorrect exhibit. The park & trail info is actually located on Ex E, the paving and grading exhibit. (there will be no change in page length or numbering). Here is the new language:

Park and trail improvements shall be located as shown on the ~~Landscape~~ Sidewalk and Paving Exhibit prepared by Lamp, Rynearson & Associates, Inc. attached hereto as Exhibit “FE”.

Also, do you speak for the SID and the Developer?

Nicole L. O'Keefe
Deputy Sarpy County Attorney
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-2230
Fax: 402-593-4359

This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you received this in error, please reply immediately to the sender and delete this message. Thank you.



10250 Regency Circle, Suite 300
Omaha, Nebraska 68114-3728
Telephone (402) 397-5500
Fax (402) 397-4853
www.pheblaw.com

Email: jbachman@pheblaw.com

July 2, 2013

Thomas R. Pansing, Jr.
Dennis P. Hogan, III
David D. Ernst*
John Q. Bachman
James D. Buser*
David L. Welch*
Matthew T. Payne
Lisa M. Meyer*
Mark J. LaPuzza

Jeffrey A. Nix**
Ashley E. Dieckman
William E. Rooney, III*
Amanda M. McMichael*
Jeremiah D. Elliott*
Harry B. Otis (1920-2003)

*Also Admitted In Iowa
**Also Admitted in California

Mr. Charles J. Addy
BAIRD HOLM LLP
1700 Farnam Street
Suite 1500
Omaha, NE 68102-2068

Re: Sanitary and Improvement District 284 of Sarpy County, Nebraska
(Southern Pines™)

Dear Chuck:

Several months ago, you and I informally discussed the issues presented to Sanitary and Improvement District No. 284 of Sarpy County, Nebraska (“SID 284”) and its attempt to now develop platted property within its boundaries. SID 284 includes the subdivision commonly known as “Southern Pines”. This District was formed in 2007 and contains 116 platted lots. The only debt of SID 284 consists of construction fund warrants issued for the payment of sewer connection fees, minor charges for MUD hydrant relocations and interest payments on the construction fund warrants. No general fund warrants have been issued by the District. Also, no public improvements have been constructed.

As a result in the delay of the development of SID 284, and the timing of the construction of the public improvements to improve the residential lots, it is preferable to start with a “fresh” district and create a new timeline on the maturity dates of the existing SID 284 debt.

The following is an outline of the procedure I envision that will take place in which to reorganize the debt of SID 284 and create a new timeline for its maturity.

1. Pursuant to Section 31-769 of the Nebraska Statutes, SID 284 will detach property from the current SID 284 boundaries. The developer is the only owner of real estate within SID 284 to be detached. Also, we will receive the consent of the existing warrant holders of SID 284 for the detachment. The proposed resolution of advisability for the detachment is enclosed and marked Exhibit “A”.

2. The resolution for detachment will be considered by the SID 284 Board of Trustees and adopted by the Board of Trustees. The adopting resolution is enclosed as Exhibit “B”. The formal resolution of detachment is enclosed and identified as Exhibit “C”.

Mr. Charles J. Addy
July 2, 2013
Page 2

3. A new sanitary and improvement district ("SID 297") will be formed on the property which was just detached from SID 284. All appropriate legal proceedings will be completed to form new SID 297.

4. Pursuant to Section 31-768 of the Nebraska Statutes, SID 284 and SID 297 will propose resolutions declaring the advisability of merging SID 284 and SID 297. The terms and conditions of the merging resolution would indicate that all liabilities, obligations and debts will be assumed by the surviving district, SID 297. A copy of the joint resolution declaring the advisability to merge is enclosed as Exhibit "D".

5. Each SID will adopt the merger resolution. A copy of the merger resolution is enclosed as Exhibit "E".

6. Enclosed are copies of the proposed Articles/Certificate of Merger and the Agreement and Plan of Merger, which are respectively marked Exhibits "F" and "G".

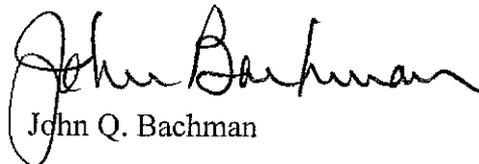
7. Enclosed as Exhibit "H" is a copy of the proposed Notice of Merger which will be published in the *Bellevue Leader*.

Upon completion of the merger of the two SIDs, new warrants will be issued by SID 297 to the existing warrant holders of SID 284, in appropriate principal and accrued interest amounts, with new five (5) year maturity dates in their original order of registration. None of the warrant holders will be issued warrants in amounts less than the outstanding principal and accrued interest owing on their warrants. However, the warrants will have new five (5) year maturity dates, and in essence, a new "fresh" district will be in place to permit the orderly construction of public improvements within SID 297.

Prior to embarking on all of the SID meetings to accomplish the stated goals, I would appreciate your general thoughts, comments, questions or revisions so that the issuance of the new SID 297 debt can receive appropriate bond counsel approval and SID 297 can proceed with the construction of its public improvements.

Chuck, I appreciate your expertise and guidance regarding this very unusual situation.

Very truly yours,



John Q. Bachman

JQB/sw
Enclosures

cc: Mr. John C. Allen (w/o enc.)
Mr. Bruce D. Lefler (w/o enc.)

**PROPOSAL OF
RESOLUTION OF ADVISABILITY
FOR DETACHMENT**

The Clerk then presented a resolution for the consideration of the Trustees to detach from the District the property described in the resolution. The Clerk was directed to attach a copy of the resolution to the minutes of these proceedings. After discussion, the resolution attached hereto and by this reference made a part hereof was duly introduced and upon motion properly made and seconded, a roll call vote was had upon such motion during which the Trustees, John C. Allen, Jeanne D. Knox and Gerald L. Torczon, voted "Aye" with none voting "Nay" thereby adopting the following resolution:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska, that a hearing be had on the proposed detachment of certain property from the District at 15950 W. Dodge Road, Suite 300, Omaha, Nebraska, at __:__ __.m. on _____, 2013, at which time owners of the property within the District who might become subject to such detachment may appear and make objections to the proposed detachment, and if a petition opposing the proposed resolution is signed by property owners representing the majority of the area of the real estate within the District which may be subject to detachment set out in the resolution is filed with the Clerk of the District on or prior to the date set for hearing on such resolution, such resolution shall and will not be passed.

FURTHER RESOLVED, that notice of such hearing be given by publication in the Bellevue Leader, of Bellevue, Sarpy County, Nebraska, for two (2) consecutive weeks beginning on the ____ day of _____, 2013, and ending on the ____ day of _____, 2013, which publication shall contain the entire wording of the proposed Resolution of Detachment.

**ADOPTION OF
RESOLUTION FOR DETACHMENT**

The Clerk first certified that notice of this meeting concerning the proposed detachment of property had been published, with the Clerk causing to be filed a Certificate to that effect with a copy of the notice attached thereto, such notice being attached to the minutes of these proceedings and by this reference made a part hereof.

The Clerk next stated that no petition opposing the proposed Resolution of Detachment had been filed by the owners representing a majority of the area of the real estate within the District subject to detachment or by any other person or entity and that no person appeared at the meeting or made any objections to the proposed Resolution with such being the same resolution adopted in form at the meeting of the Board of Trustees held on _____, 2013, which resolution is set forth in its entirety in the proof of publication attached hereto and by this reference incorporated herein. After discussion of the Board, the following resolution was duly moved and seconded and upon a roll call vote, the Trustees, John C. Allen, Jeanne D. Knox and Gerald L. Torczon, voted "Aye" with none voting "Nay" thereby passing and adopting the following resolution:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska, that the Resolution of Detachment be ratified and approved as proposed.

FURTHER RESOLVED, that the Chairman and Clerk be, and hereby are, authorized and directed to take such steps as are necessary to implement this resolution, including the execution of such agreement for and on behalf of the District.

RESOLUTION OF DETACHMENT

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska, that the property described on Exhibit "A" attached hereto be detached from the District.

FURTHER RESOLVED, that the Chairman and Clerk be, and hereby are, authorized and directed to take such steps as are necessary to implement this resolution, including the execution of such resolutions and agreements for and on behalf of the District.

EXHIBIT "C"

**JOINT RESOLUTION DECLARING ADVISABILITY
TO MERGE**

The Clerk then presented for the consideration of the Trustees the proposed Plan of Merger with Sanitary and Improvement District No. 297 of Sarpy County, Nebraska. The Clerk was directed to attach a copy of the proposed Plan of Merger with Sanitary and Improvement District No. 297 of Sarpy County, Nebraska to the minutes of these proceedings. After discussion, the resolution attached hereto and by this reference made a part hereof was duly introduced and upon a motion properly made and seconded, a roll call vote was had upon such motion during which the Trustees, John C. Allen, Jeanne D. Knox and Gerald L. Torczon, voted "Aye" with none voting "Nay" thereby adopting the following resolution:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska, that a hearing be had on the proposed Plan of Merger with Sanitary and Improvement District No. 297 of Sarpy County, Nebraska, at 15950 W. Dodge Road, Suite 300, Omaha, Nebraska, at ____:____.m. on _____, 2013, at which time the property owners representing a majority of the area of real estate within the either district or any holder of unpaid bonds, warrants or other obligations of either district may appear and make objections to the proposed Plan of Merger, and if a petition opposing the proposed resolution is signed by the property owners representing a majority of the area of real estate within either district or any holder of unpaid bonds, warrants or other obligations of either district set out in the resolution is filed with the Clerk of the District on or prior to the date set for hearing on such resolution for the proposed Plan of Merger with Sanitary and Improvement District No. 297 of Sarpy County, Nebraska, such resolution shall and will not be passed.

FURTHER RESOLVED, that notice of such hearing be given by publication in the Bellevue Leader, of Bellevue, Sarpy County, Nebraska, for two (2) consecutive weeks beginning on the ____ day of _____, 2013, and ending on the ____ day of _____, 2013, which publication shall contain the entire wording of the proposed Resolution of Plan of Merger.

ADOPTION OF MERGER RESOLUTION

The Clerk first certified that notice of this meeting concerning the proposed Plan of Merger had been published with the Clerk causing to be filed a Certificate to that effect with a copy of the notice attached thereto, such notice being attached to the minutes of these proceedings and by this reference made a part hereof.

The Clerk next stated that no petition opposing the proposed Resolution of Merger had been filed by the property owners representing a majority of the area of real estate within either district, by any holder of any unpaid bonds, warrants or other obligations of either district or by any other person or entity and that no person appeared at the meeting or made any objections to the proposed Resolution of Merger with such being the same resolution adopted in form at the meeting of the Board of Trustees held on _____, 2013, which resolution is set forth in its entirety in the proof of publication attached hereto and by this reference incorporated herein. After discussion of the Board, the following resolution was duly moved and seconded and upon a roll call vote, the Trustees, John C. Allen, Jeanne D. Knox and Gerald L. Torczon, voted "Aye" with none voting "Nay" thereby passing and adopting the following resolution:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska, that the Resolution of Plan of Merger with Sanitary and Improvement District No. 297 of Sarpy County, Nebraska be ratified and approved as proposed.

FURTHER RESOLVED, that the Chairman and Clerk be, and hereby are, authorized and directed to take such steps as are necessary to implement this resolution, including the execution of such resolutions and agreements for and on behalf of the District.

**ARTICLES/CERTIFICATE OF MERGER
OF
SANITARY AND IMPROVEMENT DISTRICT
NO. 297 OF SARPY COUNTY, NEBRASKA
AND
SANITARY AND IMPROVEMENT DISTRICT
NO. 284 OF SARPY COUNTY, NEBRASKA**

Pursuant to Nebraska § 31-768 R.R.S., 2008, Sanitary and Improvement District No. 297 of Sarpy County, Nebraska (the “Surviving District”), adopts the following Articles/Certificate of Merger for the purpose of merging Sanitary and Improvement District No. 284 of Sarpy County, Nebraska (the “Merging District”) into the Surviving District.

1. Attached to these Articles/Certificate and made a part of them is a copy of the Agreement and Plan of Merger dated _____, 2013.

2. The Agreement and Plan of Merger was approved by the Surviving District and Merging District in the manner prescribed by Nebraska § 31-768 R.R.S., 2008.

3. A. Name of the Surviving District: Sanitary and Improvement District No. 297 of Sarpy County, Nebraska.

The Board of Trustees of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska approved the Agreement and Plan of Merger in accordance with Nebraska § 31-768 R.R.S., 2008. No property owners or any holder of any unpaid bonds, warrants or other obligations of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska signed a petition opposing such Agreement and Plan of Merger.

B. Name of the Merging District: Sanitary and Improvement District No. 284 of Sarpy County, Nebraska.

The Board of Trustees of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska approved the Agreement and Plan of Merger in accordance with Nebraska § 31-768 R.R.S., 2008. No property owners or any holder of any unpaid bonds, warrants or other obligations of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska signed a petition opposing such Agreement and Plan of Merger.

4. The effective date of this document is _____, 2013.

DATED: _____, 2013.

SANITARY AND IMPROVEMENT DISTRICT NO. 297
OF SARPY COUNTY, NEBRASKA

By _____
JOHN C. ALLEN, Chairman

By _____
JEANNE D. KNOX, Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 284
OF SARPY COUNTY, NEBRASKA

By _____
JOHN C. ALLEN, Chairman

By _____
JEANNE D. KNOX, Clerk

**AGREEMENT AND
PLAN OF MERGER**

Effective _____, 2013, Sanitary and Improvement District No. 284 of Sarpy County, Nebraska shall be merged into Sanitary and Improvement District No. 297 of Sarpy County, Nebraska.

1. The name of the Surviving District: Sanitary and Improvement District No. 297 of Sarpy County, Nebraska.
2. The name of the Merging District: Sanitary and Improvement District No. 284 of Sarpy County, Nebraska.
3. The terms and conditions of the merger are as follows:
 - (a) On the effective date, Sanitary and Improvement District No. 284 of Sarpy County, Nebraska, the merging district, shall merge into Sanitary and Improvement District No. 297 of Sarpy County, Nebraska, and shall continue to operate under the name Sanitary and Improvement District No. 297 of Sarpy County, Nebraska.
 - (b) The merger will not effect a change in the Articles of Association of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska.
 - (c) Upon the effective date of the merger, Sanitary and Improvement District No. 284 of Sarpy County, Nebraska and all of its municipal identity, existence, purpose, powers, franchises, rights and immunities shall be merged into Sanitary and Improvement District No. 297 of Sarpy County, Nebraska. The separate existence of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska shall thereupon cease.
 - (d) The chairman, clerk and trustees of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska shall continue to be the chairman, clerk and trustees of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska.
 - (e) On the effective date of the merger, the assets and properties, both real, personal and mixed, and all rights, interests and participations in any property, contracts, bonds, warrants or other obligations, causes of actions, claims, receivables, and every and all other rights and interests and causes of action of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska shall be vested in and thereafter be effectually the property of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska, as the surviving district. All debts, liabilities and claims of creditors against Sanitary and Improvement District No. 284 of

Sarpy County, Nebraska shall continue and be preserved unimpaired and shall thenceforth become the debts, liabilities and claims of Sanitary and Improvement District No. 297 of Sarpy County, Nebraska, as the surviving district, and may be enforced against it as if incurred or contracted by it.

4. The Plan of Merger was approved in accordance with Nebraska § 31-768 R.R.S., 2008.

SANITARY AND IMPROVEMENT DISTRICT NO. 297
OF SARPY COUNTY, NEBRASKA

By _____
JOHN C. ALLEN, Chairman

By _____
JEANNE D. KNOX, Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 284
OF SARPY COUNTY, NEBRASKA

By _____
JOHN C. ALLEN, Chairman

By _____
JEANNE D. KNOX, Clerk



10250 Regency Circle, Suite 300
Omaha, Nebraska 68114-3728
Telephone (402) 397-5500
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Thomas R. Pansing, Jr.
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Matthew T. Payne
Lisa M. Meyer*
Mark J. LaPuzza

Jeffrey A. Nix**
Ashley E. Dieckman
William E. Rooney, III*
Amanda M. McMichael*
Jeremiah D. Elliott*

Harry B. Otis (1920-2003)

*Also Admitted In Iowa

**Also Admitted in California

Email: jbachman@pheblaw.com

August 13, 2013

TO: Warrantholders of Construction Fund Warrants for Sanitary and Improvement District No. 284 of Sarpy County, Nebraska

Dear Warrantholders:

This office represents Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284"). Southern Pines, LLC ("Southern Pines"), the developer of the area located within S.I.D. No. 284 intends to initiate development of the residential lots and public improvements related thereto later this month or early September. Southern Pines is in the process of replatting the lots into 186 single family lots. They anticipate final approval from the Sarpy County Board of Commissioners on August 27, 2013.

As a result in the delay of the development of S.I.D. No. 284, the timing of the construction of the public improvements to improve the residential lots, and in order to enhance the development of the new lots, it is preferable to start with a "fresh" sanitary and improvement district.

We have been in contact with Ameritas Investment Corp. ("Ameritas"), the underwriter for S.I.D. No. 284, with respect to the formation of a new sanitary and improvement district for the development of the property. The new sanitary and improvement district will be known as Sanitary and Improvement District No. 297 ("S.I.D. No. 297"). A copy of correspondence from Bruce D. Lefler of Ameritas which supports the formation of a new district (S.I.D. No. 297) is enclosed for your consideration. Ameritas has also committed to be the underwriter of S.I.D. No. 297.

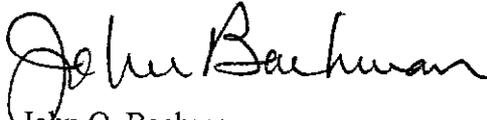
To form S.I.D. No. 297, we require your consent to deannex a portion of the property within S.I.D. No. 284 boundary in order to form S.I.D. No. 297 on the deannexed property. Upon formation of S.I.D. No. 297, S.I.D. No. 284 and S.I.D. No. 297 will be merged into one district, with S.I.D. No. 297 assuming the assets and debt of S.I.D. No. 284. At such time, you will be issued new warrants in the same order of registration as currently exists with S.I.D. No. 284 with new five (5) year maturity dates.

Warrantholders
August 13, 2013
Page 2

You will find enclosed a Consent document which requires your signature to be included with the S.I.D. No. 284 deannexation proceedings. We would appreciate your signature and return in the enclosed envelope.

If you have any questions regarding this process, please do not hesitate to contact Bruce Lefler (402-384-8092 or blefler@ameritas.com) or myself (402-397-5500 or jbachman@pheblaw.com).

Very truly yours,



John Q. Bachman

JQB/kr
Encs.

cc: Mr. Bruce D. Lefler
bcc: Mr. John C. Allen

Ameritas Investment Corp.
Member FINRA/SIPC
440 Regency Parkway Dr., Suite 222
Omaha, NE 68114



July 31, 2013

Mr. John Q. Bachman
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114-3728

Re: Sarpy SID 284 "Southern Pines"

Dear John:

Thank you for the opportunity to allow Ameritas Investment Corp. to continue to serve as underwriter for the proposed improvements to SID 284 and the proposed changes that you're planning for the District.

Based upon your preliminary cost estimates and upon the establishment of the new District, Ameritas is prepared to provide a commitment to the underwriting of the Construction Fund and General Fund Warrants, along with the proposed General Obligation Bonds to be issued for the funding of the capital improvements. Please keep us informed as to the progress of your negotiations with the current warrant holders and the processes to establish the new District.

I hope this information is helpful to you at this time. If you have any questions or need any additional information, please feel free to contact me at 402-384-8092 or blefler@ameritas.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce D. Lefler".

Bruce D. Lefler
Senior Vice President

CONSENT

MELVIN B. ENGLER & JOAN A. ENGLER TRUSTEES of the MELVIN B. ENGLER TRUST U/A/D 05/12/98, a warrant holder of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284") hereby consent to the denexation of the property identified on Exhibit "A" attached hereto and incorporated herein by this reference from S.I.D. No. 284.

MELVIN B. ENGLER, Trustee

JOAN A. ENGLER, Trustee

CONSENT

BETTY Y. HEILIGER, a warrant holder of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284") hereby consents to the denervation of the property identified on Exhibit "A" attached hereto and incorporated herein by this reference from S.I.D. No. 284.

BETTY Y. HEILIGER

CONSENT

ERIC L. NIPP & SHARON K. NIPP, warrant holders of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284") hereby consent to the denervation of the property identified on Exhibit "A" attached hereto and incorporated herein by this reference from S.I.D. No. 284.

ERIC L. NIPP

SHARON K. NIPP

CONSENT

DOROTHY M. NIPP, a warrant holder of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284") hereby consents to the denexation of the property identified on Exhibit "A" attached hereto and incorporated herein by this reference from S.I.D. No. 284.

DOROTHY M. NIPP

CONSENT

PATRICK G. NIPP, a warrant holder of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284") hereby consents to the denexation of the property identified on Exhibit "A" attached hereto and incorporated herein by this reference from S.I.D. No. 284.

PATRICK G. NIPP

CONSENT

AMERITAS INVESTMENT CORP., a warrant holder of Sanitary and Improvement District No. 284 of Sarpy County, Nebraska ("S.I.D. No. 284") hereby consents to the denervation of the property identified on Exhibit "A" attached hereto and incorporated herein by this reference from S.I.D. No. 284.

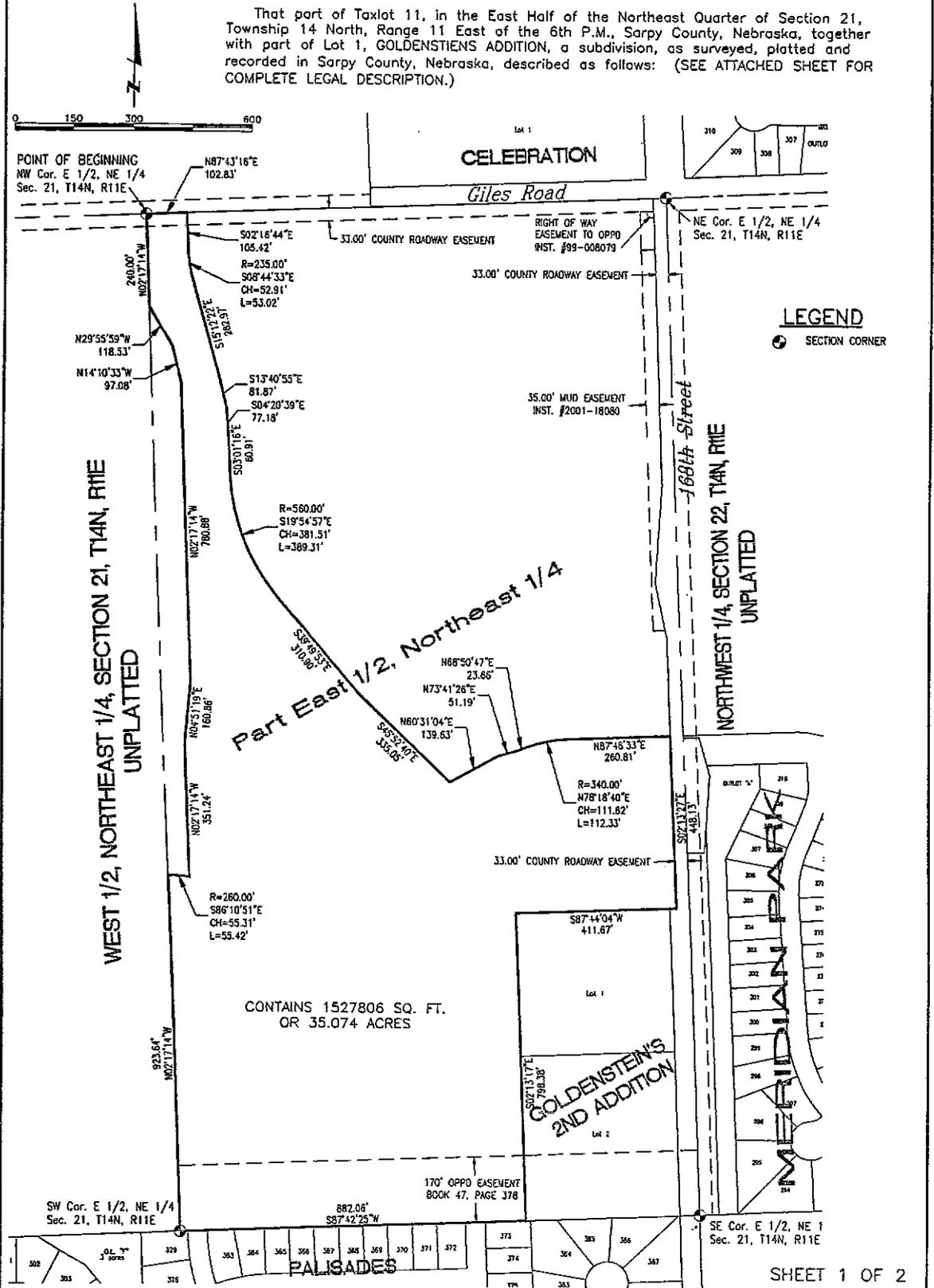
AMERITAS INVESTMENT CORP.

By _____

SID BOUNDARY

LEGAL DESCRIPTION

That part of Taxlot 11, in the East Half of the Northeast Quarter of Section 21, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, together with part of Lot 1, GOLDENSTIENS ADDITION, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



LAMP RYNEARSON & ASSOCIATES

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SID BOUNDARY

LEGAL DESCRIPTION

That part of Taxlot 11, in the East Half of the Northeast Quarter of Section 21, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, together with part of Lot 1, GOLDENSTIENS ADDITION, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

BEGINNING at a 5/8" rebar at the northwest corner of the East Half of the Northeast Quarter of Section 21, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska;

Thence North 87°43'16" East (assumed bearings) for 102.83 feet along the north line of said East Half of the Northeast Quarter Section 21;

Thence South 02°16'44" East for 105.42 feet;

Thence along a curve to the left (having a radius of 235.00 feet and a long chord bearing South 08°44'33" East for 52.91 feet) for an arc length of 53.02 feet;

Thence South 15°12'22" East for 282.97 feet;

Thence South 13°40'55" East for 81.87 feet;

Thence South 04°20'39" East for 77.18 feet;

Thence South 03°01'16" East for 60.91 feet;

Thence along a curve to the left (having a radius of 560.00 feet and a long chord bearing South 19°54'57" East for 381.51 feet) for an arc length of 389.31 feet;

Thence South 39°49'53" East for 310.90 feet;

Thence South 45°52'40" East for 335.05 feet;

Thence North 60°31'04" East for 139.63 feet;

Thence North 73°41'26" East for 51.19 feet;

Thence North 68°50'47" East for 23.66 feet;

Thence along a curve to the right (having a radius of 340.00 feet and a long chord bearing North 78°18'40" East for 111.82 feet) for an arc length of 112.33 feet;

Thence North 87°46'33" East for 260.81 feet to the west right of way of 168th Street;

Thence South 02°13'27" East for 448.13 feet 33.00 feet west of and parallel with the east line of the East Half of the Northeast Quarter of Section 21;

Thence South 87°44'04" West for 411.67 feet along the north line of Lot 1, GOLDENSTEINS 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, to the northwest corner thereof;

Thence South 02°13'17" East for 798.38 feet along the west line of Lots 1 and 2 of said GOLDENSTEINS 2ND ADDITION to the southwest corner of said Lot 2 and the north line of PALISADES, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, also being the south line of said East Half of the Northeast Quarter of Section 21;

Thence South 87°42'25" West for 882.06 feet along said north line of said PALISADES to the southwest corner of said East Half of the Northeast Quarter of Section 21;

Thence North 02°17'14" West for 923.64 feet along the west line of said East Half of the Northeast Quarter of Section 21;

Thence along a curve to the right (having a radius of 260.00 feet and a long chord bearing South 86°10'51" East for 55.31 feet) for an arc length of 55.42 feet;

Thence North 02°17'14" West for 351.24 feet;

Thence North 04°51'19" East for 160.86 feet;

Thence North 02°17'14" West for 780.88 feet;

Thence North 14°10'33" West for 97.08 feet;

Thence North 29°55'59" West for 118.53 feet to the west line of said East Half of the Northeast Quarter of Section 21;

Thence North 02°17'14" West for 240.00 feet along said west line to the POINT OF BEGINNING.

Contains 35.074 acres.

SHEET 2 OF 2



LAMP RYNEARSON
& ASSOCIATES

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drawn by EAM	designed by WEK	reviewed by WEK	project - task number 0105087.01-005	date 3-27-2013	book and page	revisions
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