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FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

2012-32815

10/22/2012 3:22:01 PM

*Clay J. Dowling*

REGISTER OF DEEDS



**THIRD AMENDMENT  
 TO  
 DEVELOPMENT/SUBDIVISION AGREEMENT**

4<sup>th</sup> This Third Amendment to the Shadow Lake Development/Subdivision Agreement, made this day of October, 2012, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 264 (hereinafter referred to as "DISTRICT"), ALCHEMY PARTNERS I, LLC a Nebraska limited liability company (hereinafter referred to as "ALCHEMY"), and SHADOW LAKE DEVELOPMENT, LLC, a Nebraska limited liability company, and THE CITY OF PAPIILLION, NEBRASKA, a municipal corporation (hereinafter referred to as "CITY") amends and modifies the Development/Subdivision Agreement adopted by RES. R05-0070 entered into by the parties on May 17, 2005 as modified by (1) the addendum adopted by RES. R06-0120 entered into by the parties on June 20, 2006, (2) the addendum adopted by RES. R07-0010 entered into by the parties on January 16, 2007, and (3) the Second Amendment adopted by RES. R11-0054 entered into by the parties on May 17, 2011 (hereinafter the "Agreement").

WHEREAS, DISTRICT proposes to construct the 2012 Public Improvements (as defined in Section 2);

WHEREAS, DISTRICT proposes to amend the Source and Use of Funds for the allocation of expenses for 84<sup>th</sup> Street to reflect the 2011 Interlocal Cooperation Agreement for Washington Street (84<sup>th</sup> Street) Improvements - Ponderosa Drive to Capehart Road adopted by RES. R11-0059 approved by CITY on July 5, 2011 (hereinafter the "84<sup>th</sup> Street Improvements");

WHEREAS, DISTRICT proposes to provide for the allocation of funds of expenses incurred by previous silt basin removals;

WHEREAS, DISTRICT agrees that future silt basins removals shall not be generally obligated nor funded by the DISTRICT;

WHEREAS, CITY and DISTRICT wish to agree on the allocation of expenses for the 2012 Improvements, the 84<sup>th</sup> Street Improvements, and previous silt basin removals;

WHEREAS, CITY supports an amendment to the Agreement and Source and Use of Funds to provide for the allocation of expenses for the 2012 Public Improvements, the 84<sup>th</sup> Street Improvements, and previous silt basin removals.

NOW, THEREFORE, in consideration of the above, the following is agreed between the parties hereto:

1. Capitalized Terms. All capitalized terms used in this Third Amendment shall have the meanings set forth in the Agreement except as otherwise defined herein.
2. 2012 Public Improvements. The 2012 Public Improvements shall mean:

- A. The Lakeview Drive off-street parking lot and trail connections on Outlot 22 Shadow Lake to serve the Shadow Lake recreation area (attached hereto as Exhibit F).
- B. The Silt Basin #5 removal and Waterway #3 maintenance improvements (attached hereto as Exhibit G).
- C. The 79<sup>th</sup> Avenue off-street parking and trail connections to serve the Shadow Lake recreation area and provide a trail connection to Glenwood Hills Park (attached hereto as Exhibit H).

3. Area of Application. The Development/Subdivision Agreement applies to:

- A. Shadow Lake: Lots 1 – 700, 727 – 729 and Outlots 2 – 18 and 20 – 23
- B. Shadow Lake Replat 1: Lots 1 – 6 and Outlot 1
- C. Shadow Lake Replat 2: Lot 1 and Outlot 1
- D. Shadow Lake Replat 3: Lots 1 – 24
- E. Shadow Lake Replat 4: Lot 1
- F. Shadow Lake Replat 5: Lots 1 – 2 and Outlot A
- G. Shadow Lake Replat 6: Lots 1 – 2

4. Amendments.

- A. Exhibit E of the addendum adopted by RES. R06-0120 entered into by the parties on June 20, 2006 is hereby repealed and replaced with the Exhibit E-1 (attached hereto and incorporated in the Agreement).
- B. Exhibits F, G, and H are hereby incorporated into the Agreement.
- C. Section 4, Subsection G of the May 17, 2005 Development/Subdivision Agreement shall be amended to read as follows:
  - G. The City hereby approves the reimbursement of park acquisition costs to the Developer by the District, which shall be general obligation of the District not to exceed Four Million Five Hundred Eighty-Three Thousand Two Hundred Dollars (\$4,583,200). The City hereby approves the District generally obligating the trail acquisition costs, trail improvement costs, Lakeview Drive parking lot costs, and 79<sup>th</sup> Avenue parking and trail connection costs not to exceed One Million One Hundred Thirty-Three Thousand One Hundred (\$1,133,100).

5. Obligation for 2012 Public Improvements. All parties agree that ALCHEMY shall have no obligation to construct or finance any of the 2012 Public Improvements contemplated within this Third Amendment.

6. Silt Basin Closure. All parties agree that the closure of silt basins located on private property shall be privately financed.

7. No Other Amendment. Except as specifically set forth herein, the Development/Subdivision Agreement (attached hereto as Exhibit I) as modified by (1) the addendum


adopted by RES. R06-0120 entered into by the parties on June 20, 2006 (attached hereto as Exhibit J), (2) the addendum adopted by RES. R07-0010 entered into by the parties on January 16, 2007, (attached hereto as Exhibit K), and (3) the Second Amendment adopted by RES. R11-0054 entered into by the parties on May 17, 2011 (attached hereto as Exhibit L) shall remain in full force and effect.

8. Binding Effect. This Third Amendment to the Development/Subdivision Agreement shall be binding upon the parties, their respective successors and assigns.

ATTEST:

THE CITY OF PAPILLION, NEBRASKA

  
Elizabeth Butler, City Clerk

  
David P. Black, Mayor

SEAL:



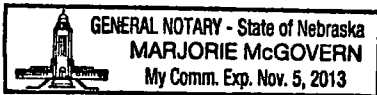
DISTRICT:

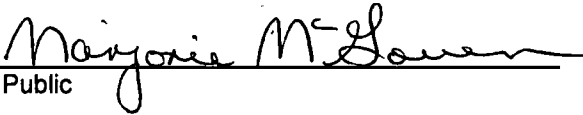
SANITARY AND IMPROVEMENT DISTRICT  
NO. 264 OF SARPY COUNTY, NEBRASKA

By:   
John C. Allen, Board of Trustees Chairperson

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF SARPY *Douglas*

On this 4<sup>th</sup> day of October, 2012, before me, a Notary Public in and for said County and State, personally appeared JOHN C. ALLEN, Board of Trustees Chairperson for SANITARY AND IMPROVEMENT DISTRICT NO. 264 OF SARPY COUNTY, NEBRASKA, who executed the above and foregoing Third Amendment to Development/Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said District.



  
Notary Public

My commission expires: \_\_\_\_\_

C

ALCHEMY PARTNERS I, LLC,  
a Nebraska limited liability company,

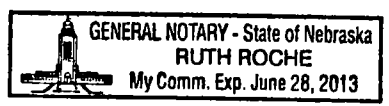
By: Robert Hancock  
Robert Hancock, Manager

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF SARPY )

On this 4 day of October, 2012, before me, a Notary Public in and for said County and State, personally appeared ROBERT HANCOCK, Manager of ALCHEMY PARTNERS I, LLC, a Nebraska limited liability company, who executed the above and foregoing Third Amendment to Development/Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

Ruth Roche  
Notary Public

My commission expires: 6/28/2013



SHADOW LAKE DEVELOPMENT, LLC,  
a Nebraska limited liability company

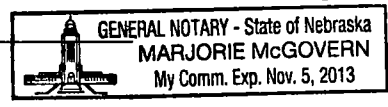
By: John C. Allen  
John C. Allen, Manager

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF ~~SARPY~~ Douglas )

On this 4<sup>th</sup> day of October, 2012, before me, a Notary Public in and for said County and State, personally appeared JOHN C. ALLEN, Manager of SHADOW LAKE DEVELOPMENT, LLC, a Nebraska limited liability company, who executed the above and foregoing Third Amendment to Development/Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

Marjorie McGovern  
Notary Public

My commission expires:



D

**SUBDIVISION AGREEMENT AMENDMENT  
TABLE OF CONTENTS**

**INTRODUCTION STATEMENT**

**RECITALS**

<b>SECTION</b>	<b>1</b>	<b>Capitalized Terms</b>
	<b>2</b>	<b>2012 Public Improvements</b>
	<b>3</b>	<b>Area of Application</b>
	<b>4</b>	<b>Amendments</b>
	<b>5</b>	<b>No Other Amendment</b>
	<b>6</b>	<b>Binding Effect</b>

**EXHIBITS:**

<b>E-1</b>	<b>Source and Use of Funds</b>
<b>F</b>	<b>Lakeview Drive Parking Lot &amp; Trail Connections</b>
<b>G</b>	<b>Silt Basin #5 Removal and Waterway #3 Maintenance Improvements</b>
<b>H</b>	<b>79<sup>th</sup> Avenue Off-Street Parking &amp; Trail Connections</b>
<b>I</b>	<b>Development/Subdivision Agreement adopted by RES. R05-0070, dated May 17, 2005</b>
<b>J</b>	<b>Addendum adopted by RES. R06-0120, dated June 20, 2006</b>
<b>K</b>	<b>Addendum adopted by RES. R07-0010, dated January 16, 2007</b>
<b>L</b>	<b>Second Amendment adopted by RES. R11-0054, dated May 17, 2011</b>

E

## Exhibit E-1

## SHADOW LAKE

## SOURCE AND USE OF FUNDS

## SUMMARY OF COSTS

October 3, 2012

Proposed Improvement	Construction Cost	Total Cost	General Obligation	Special Assessment	Reimbursable
<b>SANITARY SEWER</b>					
Interior - Section I (Final)	\$ 898,700	\$ 1,144,800	\$ 235,200	\$ 909,600	
Interior - Section II (Final)	\$ 937,900	\$ 1,874,700	\$ 318,300	\$ 1,541,600	\$ 14,800
Capitol Facility Charge - Section I (Final)	\$ 529,700	\$ 635,300	\$ 317,600	\$ 317,700	
Capitol Facility Charge - Section II (Final)	\$ 1,211,800	\$ 1,581,500	\$ 790,800	\$ 790,700	\$ -
Interior - Leawood Circle (Estimate)	\$ 23,500	\$ 35,900	\$ 2,700	\$ 33,200	
<b>STORM SEWER</b>					
Section I - Interior (Final)	\$ 876,300	\$ 1,314,200	\$ 1,262,700	\$ 51,500	\$ -
Section II - Box Culverts (Final)	\$ 689,200	\$ 1,028,500	\$ 728,500	\$ 300,000	\$ -
Section III - Interior (Final)	\$ 690,400	\$ 1,091,100	\$ 1,037,100	\$ 54,000	\$ -
Section IV - Box Culverts (Final)	\$ 807,000	\$ 1,163,400	\$ 1,158,200	\$ 5,200	\$ -
Drainage Disposal Sections I & II (Final)	\$ 3,912,200	\$ 5,978,000	\$ 633,800	\$ -	\$ 5,344,200
Storm Sewer & Drainageway - Leawood Circle (Estimate)	\$ 233,200	\$ 340,800	\$ 340,800		
Silt Basin Removals (Estimate)	\$ 218,900	\$ 354,600	\$ 354,600	\$ -	\$ -
Waterway #3 Maintenance Improvements (Estimate)	\$ 72,500	\$ 112,300	\$ 112,300		
<b>PAVING</b>					
Section I (Final)	\$ 1,590,500	\$ 2,197,700	\$ 580,600	\$ 1,617,100	\$ -
Section II (Final)	\$ 2,162,200	\$ 3,013,400	\$ 1,104,300	\$ 1,909,100	\$ -
Capehart Road & 72nd Street (Final)	\$ 1,230,600	\$ 1,819,000	\$ 559,900	\$ -	\$ 1,259,100
Paving - Leawood Circle (Estimate)	\$ 65,600	\$ 95,500	\$ 18,000	\$ 77,500	
84th Street (Jan. 2011 Interlocal Estimate)	\$ 335,500	\$ 400,100	\$ 200,100	\$ -	\$ 200,000
Sidewalks Construction 2009 (Final)	\$ 23,700	\$ 45,300	\$ 11,200	\$ 34,100	
Sidewalk - Leawood Circle (Estimate)	\$ 5,300	\$ 8,000	\$ 8,000	\$ -	\$ -
<b>PARKS</b>					
Acquisition (Final)	\$ 4,027,600	\$ 4,583,200	\$ 4,583,200	\$ -	\$ -
Trails, Section I (Final)	\$ 609,900	\$ 927,700	\$ 927,700	\$ -	\$ -
Parking Lot - Lakeview Drive (Estimate)	\$ 53,150	\$ 82,400	\$ 82,400	\$ -	
Off Street Parking & Trail connections - 79th Ave (Estimate)	\$ 79,400	\$ 123,000	\$ 123,000	\$ -	
<b>WATER</b>					
Section I (Final)	\$ 746,200	\$ 1,097,300	\$ 356,500	\$ 740,800	\$ -
Section II (Final)	\$ 988,200	\$ 1,511,100	\$ 456,000	\$ 1,055,100	\$ -
Water - Leawood Circle (Estimate)	\$ 22,500	\$ 33,800	\$ 3,000	\$ 30,800	
<b>POWER</b>					
Section I	\$ 221,300	\$ 330,200	\$ -	\$ 330,200	\$ -
Section II	\$ 327,800	\$ 440,700	\$ -	\$ 440,700	\$ -

\$ 23,590,750

\$ 33,363,500

\$16,306,500.00

\$ 10,238,900

\$ 6,818,100

F

**SHADOW LAKE**

**DEBT RATIO**

**October 3, 2012**

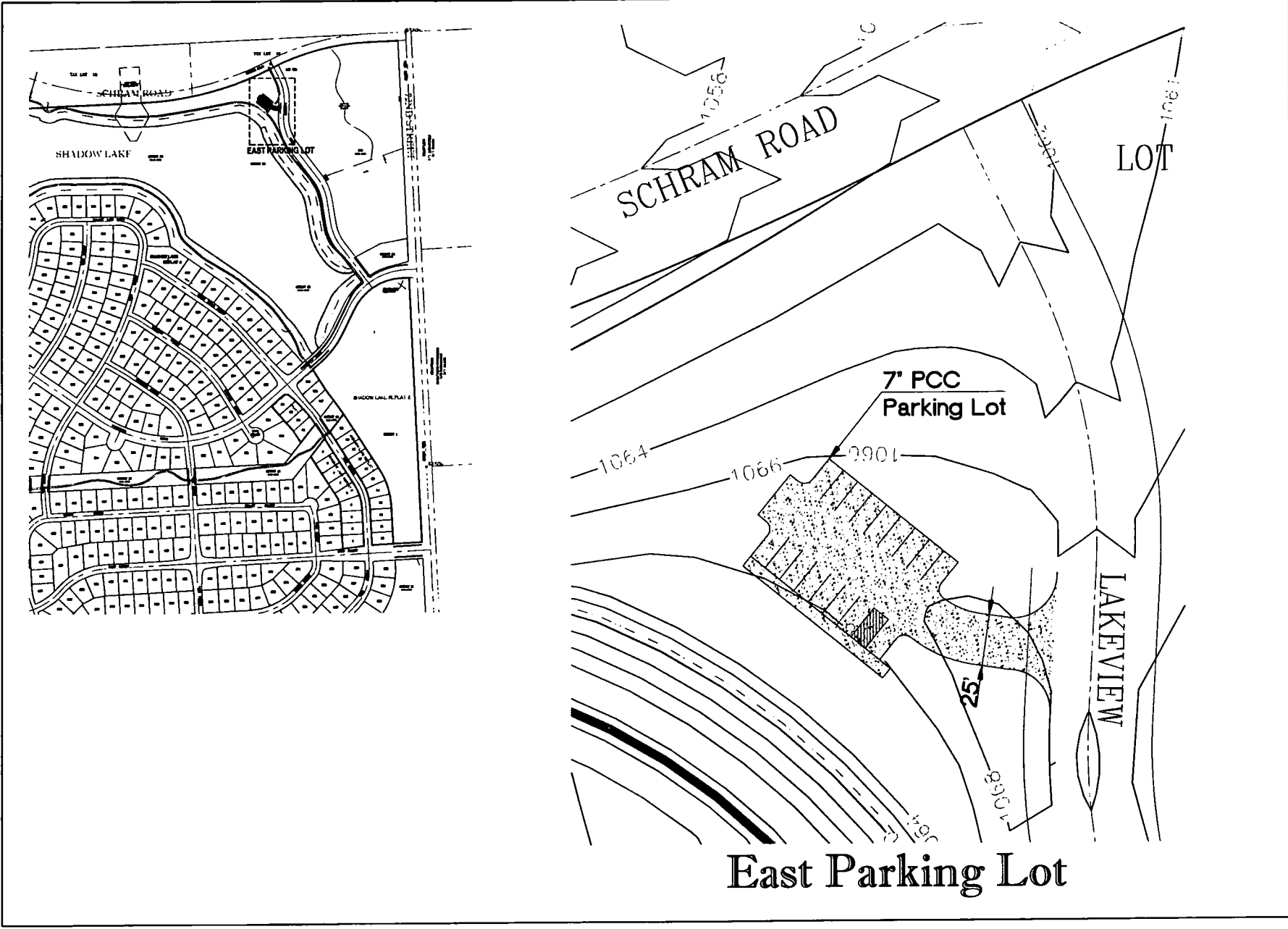
**Assumptions:**

Average Assessed Value Per Residential Home	=	\$	321,970	(average of existing valuations)
Average Assessed Value Per Villa Home	=	\$	311,500	(average of existing valuations)
Commercial Value (Buildings & Land) per square foot	=	\$	144	(estimated valuation)
Apartment Project Value (Lot 2 Shadow Lake Replat 5)	=	\$	22,000,000	(estimated valuation)


**Assessable Valuation:**

Residential Home	653 lots	\$	210,246,410	
Villa Home	79 lots	\$	24,608,500	
Commercial (Building & Land)				
Lot 1 Shadow Lake Replat 5 (90% of estimated valuation)	22500 sf	\$	2,916,000	
Lot 1 Shadow Lake Replat 2 (90% of estimated valuation)	36000 sf	\$	4,665,600	
Apartment Project				
Lot 2 Shadow Lake Replat 5 (90% of estimated valuation)	1 ea	\$	19,800,000	
<b>Total Assessable Valuation</b>		\$	262,236,510	(Assessable Valuation May 2005 - \$239,706,865)
<b>Debt Ratio</b>			6.22%	

G

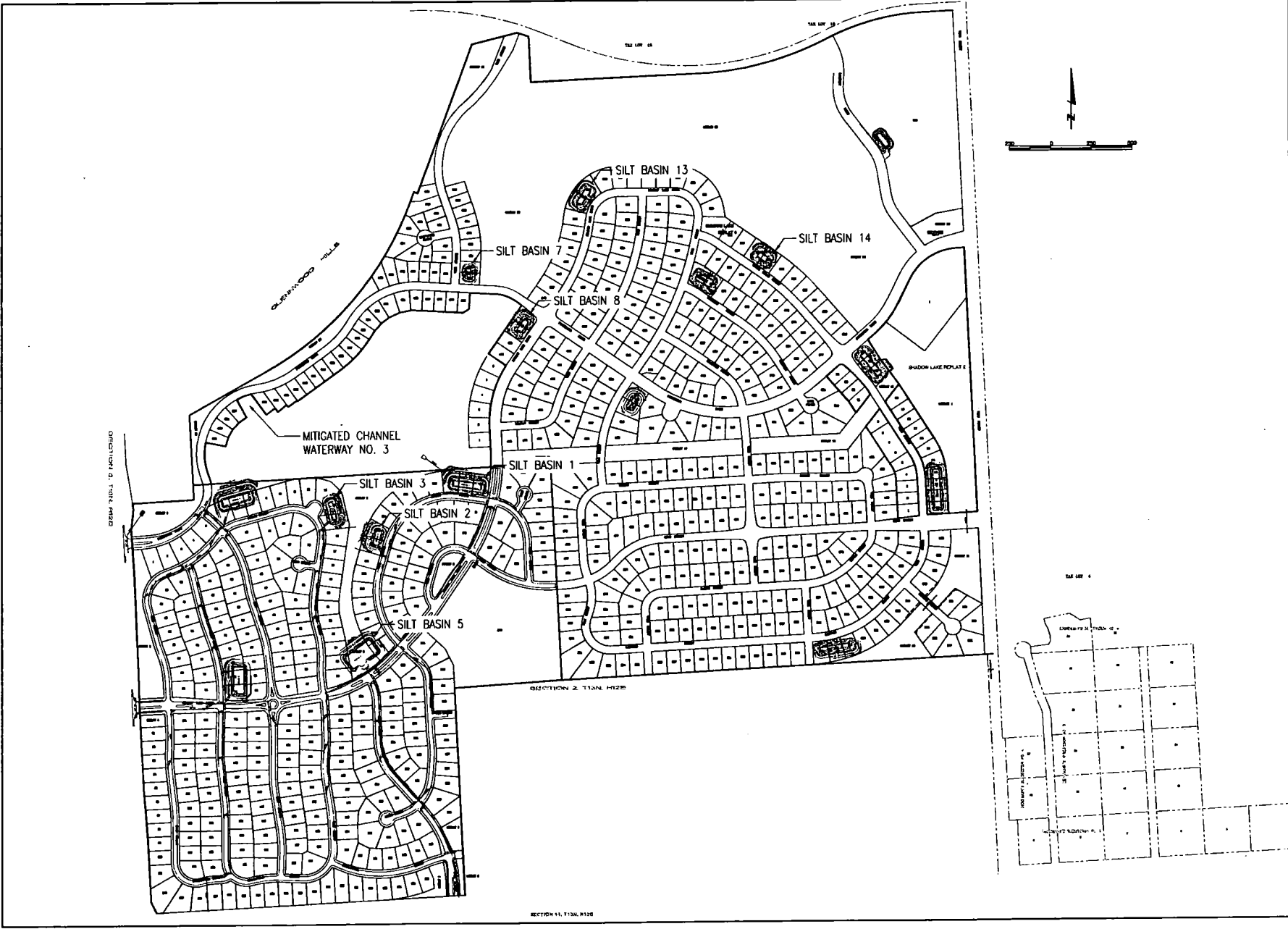


East Parking Lot

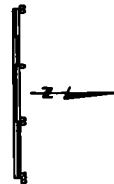
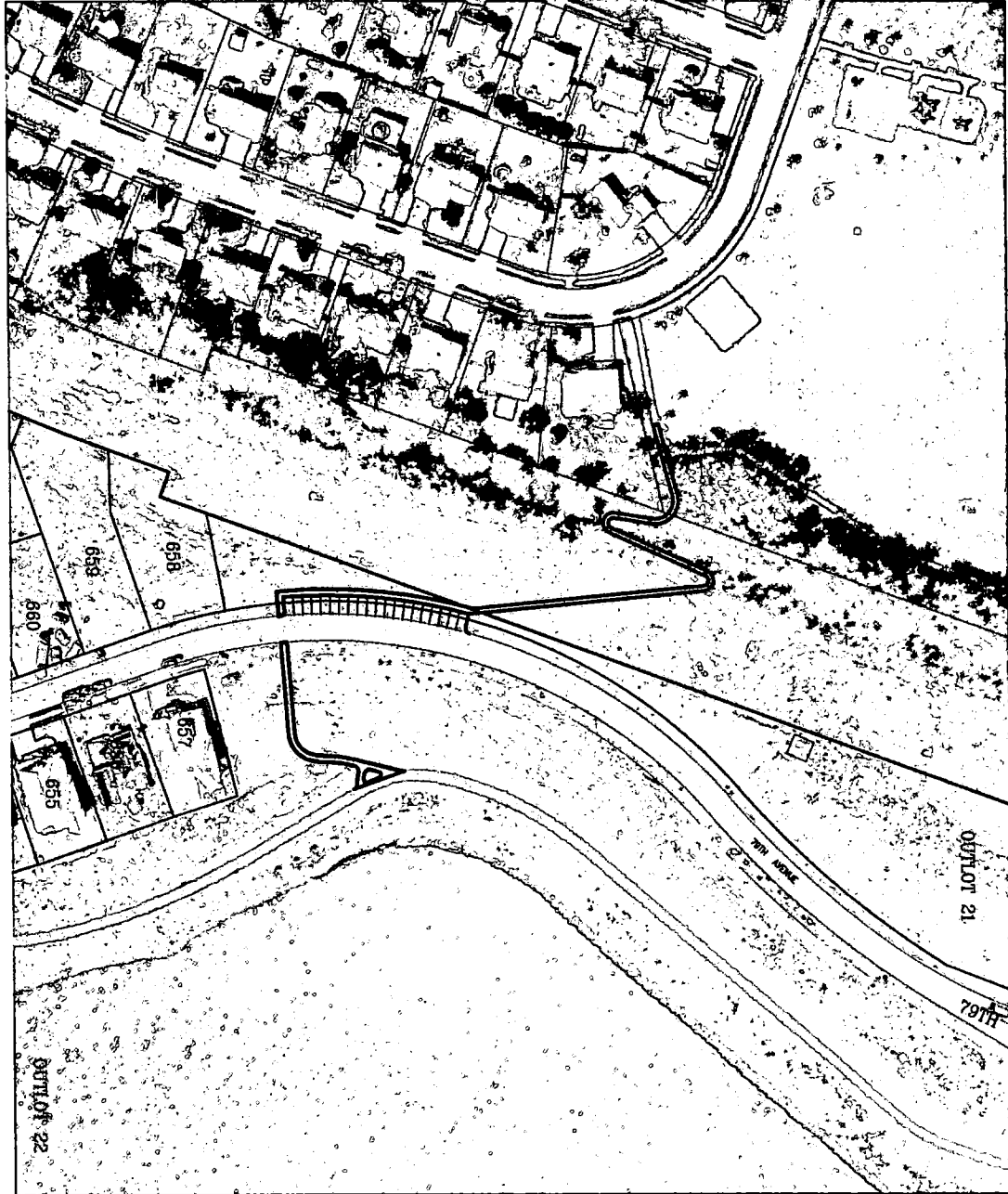
Job number-sheet	1 of 1
date	09/21/2012
sheet	1 of 1
<b>EXHIBIT F</b>	
<b>LAKEVIEW DRIVE OFF-STREET PARKING LOT AND TRAIL CONNECTIONS</b>	
 <b>Lamp, Rynearson &amp; Associates, Inc.</b> 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68134-2027 WWW.LRA-INC.COM (781) 402.96.2498 (781) 402.96.2730 (Fax) 402.96.2730	
<b>SHADOW LAKE</b> SARPY COUNTY, NEBRASKA	



H



<p>Job number: 1204          book: page          date: 01/10/2012          sheet: 1 of 1</p>	<p><b>EXHIBIT G</b>  <b>SILT BASIN #5 REMOVAL</b>  <b>AND WATERWAY #3</b>  <b>MAINTENANCE IMPROVEMENTS</b></p>	<p><b>Lamp, Ryterson &amp; Associates, Inc.</b>          14710 West Dodge Road, Suite 100          Omaha, Nebraska 68144-2027          WWW.LRA-INC.COM          (781) 402.496.2498          (781) 402.496.2730</p>	<p>Drawn by: [blank]          Checked by: [blank]          Approved by: [blank]</p>
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**DEVELOPMENT/SUBDIVISION AGREEMENT  
SHADOW LAKE**

THIS DEVELOPMENT/SUBDIVISION AGREEMENT ("Agreement") pursuant to the Papillion Municipal Code made and entered into this 17th day of May, 2005, by and between the City of Papillion ("City"), ~~Shadow Lake, L.L.C.~~, a Nebraska limited liability company, and its successors and assigns ("Developer") Sanitary and Improvement District No. 264, Sarpy County, Nebraska ("District").

Shadow Lake Development, LLC

**WITNESSETH:**

WHEREAS, DEVELOPER, has submitted preliminary and final plat approval applications and rezoning applications for the development commonly known as Shadow Lake, which is developed in two phases, the first is Shadow Lake, and the second is Shadow Lake Phase 2; that attached hereto and incorporated herein by reference as Exhibits A and B are plats of said developments, which are outside the incorporated limits of the City, but within the City's zoning and planning jurisdiction; and

WHEREAS, DEVELOPER has requested CITY to approve specific platting of the Development Area, said area to be developed; and

WHEREAS, DEVELOPER wishes to connect the system of sewers and water to be constructed by the DEVELOPER within the area to be developed with the sewer and water system of the CITY; and

WHEREAS, DEVELOPER desires to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the DEVELOPER, CITY, DISTRICT and desire to agree on the method of installation and the allocation of expenses for the Public Improvements and the extent to which public funds may be expended in connection with public improvements serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and adjacent thereto, and to what extent the costs of the same shall be specially assessed; and

WHEREAS, the CITY, DISTRICT, and DEVELOPER desire to set forth in this Agreement their respective understandings and agreements with respect to the development of the project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1  
DEFINITIONS**

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) **"Cost(s)" or "entire cost"**, being used interchangeably, of each "Improvement" or "Public Improvement" shall mean all construction costs, engineering fees, design fees, attorneys' fees, inspection fees and testing expenses, publication costs, financing costs (which shall include interest) and all other related or miscellaneous costs or expenses incurred by DEVELOPER, CITY, DISTRICT and/or in connection with the Improvements or the Public Improvements.

(b) **"Dedicated Street(s)"** shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit "B".

(c) **"Development Area"** shall mean the real property situated within the area identified or depicted on Exhibit "A".

(d) **"Improvements"** shall mean those improvements or betterments required by or otherwise undertaken by DEVELOPER pursuant to this Agreement, including the Public Improvements, if any, on, to or otherwise benefiting the Development Area.

(e) **"Property benefited"** shall mean property benefited from the improvement and situated either (1) within the platted area in which the improvement is situated or (2) outside such platted area in which such improvement is situated but within the corporate limits of the District and within 300 feet of said platted area. 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.

(f) **"Public Improvements" shall mean:**

(i) All Dedicated Streets and the paving identified on Exhibit "B".

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit "C") prepared by Lamp, Rynearson & Associates, Inc., ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit "D") prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(vii) The "Gas Distribution System" to be constructed and installed by Aquila, Inc. within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical

Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(g) **"Sewer System"** shall mean, collectively, all sewer systems within the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the Development Area.

(h) **"Street Intersections"** shall mean those portions of the Dedicated Streets (other than that portion of any "T" intersection abutting any buildable lot or parcel) identified as such on the Street Intersection drawing (Exhibit "B").

(i) **"Street Improvements"** shall mean those Public Improvements described in paragraphs 1(e)(i), (ii), (iii) and (viii), other than the Street Intersections.

(j) **"Party"** shall mean CITY, DISTRICT, or DEVELOPER individually, and **"Parties"** shall mean the CITY, DISTRICT, and DEVELOPER, collectively.

## SECTION 2

Developer and City agree that the credit of the District created by Developer shall be used for the construction of the following public improvements within the area to be developed.

- A. Grading of street right-of-way.
- B. Construction of and concrete paving of all streets dedicated per plat (Exhibit "A").
- C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "A" pursuant to sanitary sewer plans heretofore prepared by Lamp, Ryneason & Associates, Inc., consulting engineers and land surveyors.
- D. All storm sewers, inlets and appurtenances constructed on dedicated street right-of-ways or easements within the area to be developed.
- E. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat (Exhibit "A"), and underground power within the area to be developed.

- F. Contracting with a public gas company for a gas distribution system.
- G. Capital facilities charge to the City of Papillion.

### SECTION 3

It is agreed that the credit or funds of the District created by Developer shall not be used for construction of any improvements or facilities within the area to be developed except those specified in Paragraph I hereof. 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 or other acquisition or improvement of any swimming pool, golf course, park, playground or other recreational facility, without approval by Resolution of the City Council.

### SECTION 4

Developer and City agree that the cost of all public improvements constructed by the District within the area to be developed (Exhibit "A"), as authorized by Paragraph I, supra, shall be defrayed as follows:

- A. 100% of the entire cost of grading street right-of-way including intersection shall be paid by special assessment against the property within the District.
- B. 100% of the entire cost of all sanitary sewer lines and water mains located within the District will be paid by special assessment against the property specially benefited. No portion of the cost of sanitary sewers and water mains shall be borne by general obligation of the District; provided, however, that for sanitary sewers in excess of 8 inches and water mains in excess of 8 inches the cost in excess of the cost of 8 inch sanitary sewers and/or 8 inch water mains shall be borne by the general obligation of the District and any outfall sewer lines or water lines outside the District boundaries caused to be constructed by the District shall be borne by the general obligation of the District. Not less than 50% of capital facility charges paid to the City of Papillion shall be specially assessed against properties served.
- C. (1) 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 shall be borne by the general obligation of the District and the cost of pavement thickness in excess of 6 inches for reinforced concrete or 7 inches for plain concrete shall

be borne by the general obligation of the District and the cost of pavement width in excess of 25 feet exclusive of curb and gutters shall be borne by the general obligation of the District. The cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment. Street signs shall be purchased from City and installed by District. Cost of street signs and installation may be borne by the general obligation of the District.

(2) 100% of the entire cost of all storm sewer and appurtenances shall be borne by general obligation of the district: provided, however, that for storm sewers in excess of 48 inches inside diameter the difference in cost between the actual storm sewer constructed and a 48 inch storm sewer shall be specially assessed against the property within the District. Difference in cost shall include a proportionate share of the entire cost as hereinafter described in Paragraph IV. For improved channels, the cost of constructing the channel and appurtenances shall be considered as the cost of storm sewer in excess of 48 inches. Culvert crossings perpendicular to street centerlines may be generally obligated for a length not exceeding the width of the right-of-way, plus six times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

- D. The cost of contract charges paid to Omaha Public Power District for lighting of public streets shall be paid out of the general fund of the District.
- E. 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 by the provisions of Paragraph I-E and F, supra, including both the basic charges and refundable charge, together with all other charges as fall within the definition of entire cost as defined in Paragraph IV-A, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. 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 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 service to be levied against said lot.
  2. If refund is after the date of 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 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.

## SECTION 5 AUTHORITY AND DOCUMENTATION

(a) The DEVELOPER and DISTRICT shall cause all Improvements and Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) DEVELOPER and DISTRICT shall abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in developments/subdivisions and testing procedures therefore.

(c) Prior to commencement of construction of Improvements and Public Improvements, DEVELOPER and DISTRICT will obtain and file of record permanent easements for all sanitary, water and storm sewer lines as determined by City's engineer. Said easements shall be in a form satisfactory to the City's attorney and City's engineer.

(d) Subject to the remaining terms and conditions of this Agreement, CITY approves construction and installation of the Improvements and Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) working days before commencing any work in connection with the Public Improvements, the DEVELOPER and DISTRICT shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the Public Improvements, including the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers, prepared by Lamp, Rynearson & Associates, Inc. The

specifications and technical terms of all such agreements and plans shall have been received and approved by CITY prior to Developer and District's execution of any agreements for construction or installation of the Public Improvements.

(ii) The CITY and its departments agree to reasonably cooperate with the DEVELOPER and DISTRICT its agents and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement.

(c) Any contracts for the construction or installation of the Public Improvements entered by DEVELOPER and DISTRICT shall provide that the contractor or subcontractor constructing or installing the Public Improvements shall have no recourse against CITY for any claim or matter arising out of, or in any way whatsoever, including without limitation, the cost for Public Improvements, construction oversight of the Public Improvements, the design or preparation of plans and specifications for the Public Improvements, or the construction of the Public Improvements.

(d) The credit of the CITY shall not be used for engineering, procurement or construction of any betterments or Public Improvements.

(e) CITY hereby grants permission to the DEVELOPER and DISTRICT to connect its sanitary sewer system and water system to the sanitary system and water system of the City pursuant to the remaining terms and conditions of this Agreement and the terms and conditions of a sewer and water connection agreement of even date between City and said DEVELOPER and DISTRICT.

## SECTION 6 REPRESENTATIONS AND ACKNOWLEDGEMENTS

(a) DEVELOPER represents and warrants to the CITY as follows:

(i) DEVELOPER is the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly authorized to transact business under the laws of the State of Nebraska.

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(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize Developer's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes Developer's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private (collectively, the "Approvals") is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby.

(vi) DEVELOPER shall cause all Improvements and Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement and Chapter 170, Subdivision of Land, Section 170-22 of the Code of the City of Papillion.

(vii) All Public Improvements shall be constructed and installed and payment shall be made of all applicable fees due to the City of Papillion, including, but not limited to, capital facility charges and plan review fees prior to the issuance of certificate of occupancy for any lot within the subdivision.

(viii) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(ix) DEVELOPER shall defend, indemnify and hold the CITY harmless from and against any responsibility, claim, damage, loss, liability or obligation resulting or arising from or out of or otherwise occurring in connection with this Agreement and the construction, financing and installation of the Improvements and Public Improvements.

(x) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or

secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xi) DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Improvements or Public Improvements.

(xii) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xiii) DEVELOPER shall cause all personal property and real estate taxes and assessments levied on the Development Area to be paid prior to the time such taxes become delinquent.

(b) DEVELOPER acknowledges that neither CITY nor any of its officers, agents or employees: (i) is acting as attorney, architect, engineer or otherwise in the interest or on behalf of DEVELOPER in furtherance of this Agreement; (ii) owes any duty to DEVELOPER or any other person because of any action CITY or DEVELOPER has undertaken, or in the future will undertake in furtherance of this Agreement, including any CITY inspection or CITY approval of any matter related to the same; and (iii) shall be liable to any person as a result of any act undertaken by CITY or DEVELOPER to date or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER hereby waives for itself, its employees, agents and assigns any such right, remedy or recourse it may have against any of them.

(c) The CITY and DEVELOPER further acknowledge that the CITY makes no representation or warranty as to the validity or effect of (i) CITY's approval of the plat or this Agreement, or (ii) any future act of CITY in respect to Developer's performance, under the Agreement or otherwise, in developing the Development Area; DEVELOPER is proceeding at its own risk.

**SECTION 7  
OTHER OBLIGATIONS**

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Improvements and Public Improvements.

(b) DEVELOPER and DISTRICT shall pay capital facilities charges to the City of Papillion in the amount of \$2,007,991 prior to connection to the City's water system.

(c) DEVELOPER and DISTRICT shall be responsible for Public Improvements to Capehart Road (80<sup>th</sup>-84<sup>th</sup>) and improvements to 72<sup>nd</sup> Street (South end of taper to Capehart), and 84<sup>th</sup> Street (Schram Road to Capehart). Any public right-of-way that is to be constructed during any phase of the project shall be dedicated to the CITY or COUNTY, depending on jurisdictional location, upon the filing of the approved plat for the project.

(d) DEVELOPER and DISTRICT shall comply with all state statutes and CITY ordinances. DEVELOPER and DISTRICT shall further adopt such regulations so as to require strict compliance with all state statutes and CITY ordinances by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area.

(e) Pursuant to Chapter 170, Subdivision of Land, Section 170-20 Code of the City of Papillion, fire hydrants shall be provided by the DEVELOPER or DISTRICT. The type of hydrant and control valves and the location of the hydrants must be approved by the fire chief.

(f) There shall be installed in the Development Area or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure build in said Development Area, civil defense sirens and a number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The siren must be capable of sounding the severe weather and attach warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency.

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(g) Notwithstanding any provision in this Agreement to the contrary, this Agreement shall not in any way be construed as creating any obligation on the part of DEVELOPER to develop the Developed Area or construct any of the Improvements in the event the plans envisioned by the DEVELOPER are not carried out and the approvals obtained from the CITY are withdrawn or terminated by the Declarant.

(h) The DEVELOPER and DISTRICT have proposed the construction of two lakes within the development area, one of which is referred to as Shadow Lake, and the other referred to as Midland Lake. The cost for the lakes shall be funded 100% as a general obligation debt of the district. The cost for the dams and/or embankments for said lakes shall be funded by Shadow Lake SID 264 in the amount of \$3.378 million dollars and Papillion Promenade SID 267 at a cost not to exceed \$1.367 million dollars. The two proposed lake sites shall be subject to public access at all times pursuant to Rules and Regulations to be adopted and enforced by the City. No portion of any public or private debt associated with the development described herein shall be accessed against or cause an encumbrance on the two lake sites, and accompanying dam embankments or access easements. The Developer and/or District shall execute all necessary conveyances and/or easements to provide for public access to the two lake sites. The City shall have the right at any time to annex the two lake sites, dam embankments and the easement areas accompanying the same, free and clear of any debt or financial obligation for the construction of the same, which annexation may be separate and apart from any annexation of any other portion of the subject development.

### SECTION 8

Developer and Board to Trustees covenant and agree that the District created by Developer will:

- A. Abide by and incorporate into all of its construction contracts and provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.
- B. Prior to commencement of construction of improvements, said District will obtain and file of record permanent easements for all sanitary, water and storm sewer lines to Lake sites, Dam embankments, and public access to the same as determined by City's engineer. Said easements shall be in form satisfactory to the City's attorney and City's engineer.
- C. Prior to the District publishing notice to levy special assessments, District agrees to submit to City:

1. A schedule of the proposed special assessments.
2. A plat of the area to be assessed.
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 paid to 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 and the estimated fiscal agent's levy of special assessments, warrant fees and bond fees. District agrees to obtain written approval of City of proposed assessment schedules prior to advertising for any hearing of

District to be held for the purpose of equalizing or levying special assessments against property benefited by any improvements constructed by District.

- D. The District shall make its annual tax levy in any amount sufficient to timely pay the indebtedness and interest thereon for public improvements but in no event shall said levy be less than the current tax levy assessed by the City of Papillion on the taxable real estate within the City limits.
- E. The District shall provide the City ten (10) days notice of its annual budget meeting along with its tax request.

#### **SECTION 9**

It is mutually agreed that the District shall pay a fee of one percent (1%) of construction cost to the City to cover engineering, legal and other miscellaneous expenses incurred by the City in connection with any necessary review of plans and specifications in connection with the construction projects performed by Sanitary and Improvement District No. 264. The fee shall be allocated to special assessments and general obligation bonds in the same proportion as the costs of the particular construction project.

**SECTION 10  
MIXED USE DEVELOPMENT PROVISION**

Lot 750 of the development has been or will be rezoned from Agricultural (AG) to a Mixed Use District (MU). According to the provisions of Section 205-30 of the City Zoning Ordinance, and for purposes of that portion rezoned Mixed Use District, the parties agree as follows:

**I. Definitions**

For the purposes of this Agreement, the definitions in Article 2 of the Papillion Zoning Ordinance shall apply. In addition, the following words and phrases shall have the following meanings:

A. "Site Improvement" shall mean any building, parking, landscaping, signage, Fencing or other regulated structure.

**II. Development**

Except as otherwise permitted in this Agreement, the project shall be developed in accordance with the City of Papillion Comprehensive Plan, the City of Papillion Zoning and Subdivision regulations, the Highway 370 Design Guidelines as adopted by the City, and the terms and conditions of this Agreement. Prior to the issuance of any building permit on Lot 750, the Developer shall submit for approval by the City Council, a Mixed Use Agreement in accordance with Section 205-30 of the Papillion Code. The Developer shall also submit with the Mixed Use Agreement a master plan for all of Lot 750 or a site plan for each individual development project, to be approved through a special use permit procedure, as defined in Section 205-30 of the Papillion Code.

**III. Permitted Uses**

Except as otherwise allowed by this Agreement, Shadow Lake Mixed Use District shall be developed in accordance with the applicable permitted uses set forth in Exhibit C. The permitted uses will be incorporated into the Mixed Use Agreement, and as such are subject to review and amendment.

**IX. Miscellaneous Provisions**



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- A. The City Administrator of the City of Papillion shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with this Agreement and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the CITY and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit A.
- B. Nondiscrimination. DEVELOPER shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of face, color, sex, age, political or religious opinions, affiliations or national origin.
- C. Applicable Law. Parties to this contract shall conform with all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- D. Interest to the CITY. No elected official or any officer or employee of the City of Papillion shall have a finance interest, direct or indirect, in any City of Papillion contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Papillion shall render the contract voidable by the Mayor or Council.
- E. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code and Ordinances.

**SECTION 11  
ANNEXATION**

The DISTRICT hereby agrees not to issue bonds for the payment of its public improvements prior to when the CITY has either fully or partially annexed the project within the DISTRICT'S jurisdiction, without first obtaining written permission of CITY. The Lake areas within the development shall be considered public areas and remain open to public use. The CITY may annex the lake areas without assuming any debt of the district. Upon annexation of the lake areas, the city will assume responsibility for promulgating all rules and regulations regarding the use of the public lake areas.

**SECTION 12  
INTERLOCAL COOPERATION ACT PROVISIONS**

The City of Papillion, Sarpy County, Sanitary Improvement District No.264 of Sarpy County, and the Papillion Natural Resource District will enter into a separate Interlocal Cooperation Agreement pursuant to Neb. Rev. Stat. Section 13-801, et seq., as necessary, which shall reference and incorporate the terms of this Development/Subdivision Agreement and which Interlocal Cooperation Agreement(s) shall be subject to the approval of a majority of the members of each political subdivision's governing body or board.

**SECTION 13  
CONTROL OF PROJECT**

DEVELOPER shall have complete and exclusive control over the construction of the project other than the public improvements described herein, subject to all applicable laws, ordinances and regulations, including, but not limited to, the Papillion Zoning Code. As to all parts the project owned by it from time to time, the DEVELOPER hereby grants to the CITY, COUNTY, DISTRICT and NRD and their agents and employees, the right to enter at reasonable times for the purpose of inspecting the project.

**SECTION 14  
TECHNICAL AMENDMENTS**

In the event that there are minor inaccuracies contained herein, or any attachment attached hereto or any other agreement contemplated hereby, or the parties agree that changes are required due to unforeseen events or circumstances, or technical matters arising during the term of this agreement, which changes do not alter the substance of this agreement, the respective presiding officers of the CITY, COUNTY, DISTRICT and NRD, and the managers of the DEVELOPER are authorized to approve such changes and authorized to execute any required instruments and to make and incorporate such amendment or change to this agreement or any attachment hereto or to any other agreement contemplated hereby.

**SECTION 15**

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**VALIDITY AND SEVERABILITY**

(a) It is the intention of the parties hereto that the provisions of this agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Nebraska, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereto shall not render unenforceable or impaired, the remainder of this agreement. Accordingly, if any provision of this agreement shall be deemed invalid or unenforceable in whole or in part, this agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unreasonable provision or provisions, or portions thereof, and to alter the balance of this agreement in order to render the same valid and enforceable.

(b) If this agreement contains any unlawful provisions not an essential part of this agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this agreement without affecting the binding force of the remainder. In the event any provision of this agreement is capable of more than one interpretation, one which would render the provision invalid, and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

**SECTION 16  
MISCELLANEOUS**

(a) **TERMINATION OF AGREEMENT.** This Agreement shall not be terminated except (i) by the written agreement between the DEVELOPER, CITY, , OR DISTRICT, or; (ii) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective upon notice of termination. No termination shall relieve the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination. Notwithstanding the foregoing, CITY may terminate this Agreement immediately upon notice without allowing any right to cure upon the recurrence of any breach or default for which CITY has given a Notice to Cure in the preceding 180 days. The provisions of this Section 6 shall survive the expiration or termination of this Agreement;

(b) **INDEMNITY.** DEVELOPER agrees to defend, indemnify and hold CITY, and their employees, agents and assigns, harmless from and against any and all claims, judgments, actions, loss, damage or injury of any nature whatsoever resulting

from any negligence or performance by any of them or their employees, agents, contractors, subcontractors or other representatives under this Agreement, including any failure to perform or properly perform as required by this Agreement, or any and all claims, judgments, actions, loss, damage or injury of any nature whatsoever which may otherwise arise from or out of or may be caused by its breach of or default in any warranty, representations, obligation, requirement, responsibility or other provision of this Agreement or from any unlawful or improper discharge into the CITY's sewer system during the term of this Agreement. Without limiting the generality of the foregoing, such indemnity shall include and extend to any injury, loss or damage:

(i) to any agent, employee or subcontractor of DEVELOPER, CITY, occurring while they are on any premises owned, operated or controlled by CITY, for any reason except to the extent such injury is caused by the act, error or omission, including negligence, of CITY.

(ii) either a construction contract entered into by (i) DEVELOPER under the terms of this Agreement, or (ii) DEVELOPER on behalf of the CITY.

(iii) a breach of any contract, covenant, representation or warranty made by DEVELOPER in this Agreement; and

(iv) any responsibility, claim, damage, loss, liability or obligation resulting or arising from or out of or otherwise occurring in connection with this Agreement and the construction, financing and installation of the Improvements or any Public Improvements.

(v) any person's use or occupancy of any part of the Development Area, including the Improvements or any Public Improvements, and any act undertaken, or agreement entered into, by DEVELOPER in furtherance of this Agreement.

(c) **ASSIGNMENT.** Neither this Agreement nor any obligations hereunder shall not be assigned to without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) **WAIVER.** A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) **GOVERNING LAW.** This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such

provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) **ENTIRE AGREEMENT.**

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance obligation or requirement of the CITY and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the CITY and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

(g) **NOTICES, CONSENTS AND APPROVAL.** All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER:

John Allen  
~~Shadow Lake, L.L.C.~~ Shadow Lake Development, LLC  
14769 California St.  
P.O. Box 540490

Omaha, Nebraska 68154

With Copy to:

Dennis P. Hogan, III  
PANSING, HOGAN, ERNST  
& BACHMAN  
10250 Regency Ct., #300  
Omaha, NE 68114-3728

For CITY:

City Clerk  
City of Papillion  
122 East Third Street  
Papillion, NE 68046  
AND  
City Administrator  
City of Papillion  
122 East Third Street  
Papillion, NE 68046

(h) **NON-DISCRIMINATION.** In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) **MISCELLANEOUS.** Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

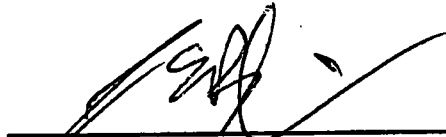
(j) **APPROVAL OF PLAT.** DEVELOPER acknowledges that CITY's approval of the Plat, passed and approved by the Papillion City Council on May 17, 2005, are each specifically subject to and conditioned on the Developer's entering into and complying with this Agreement.

(k) This is an agreement between the named parties hereto, enforceable only by them. No third party beneficiaries are created or allowed to enforce this agreement or claim damages for its breach.

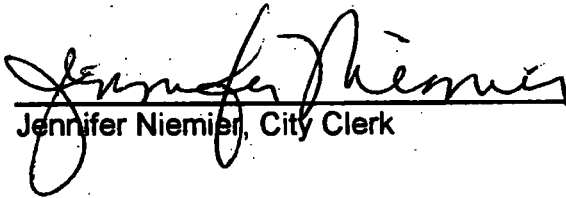
IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

Ad

CITY OF PAPILLION, A Municipal Corporation


  
\_\_\_\_\_  
Mayor James E. Blinn

Attest:


  
\_\_\_\_\_  
Jennifer Niemier, City Clerk

(SEAL)


~~Shadow Lake, L.L.C.~~, Shadow Lake Development, LLC  
A Nebraska limited liability company

  
\_\_\_\_\_  
Developer

Attest:

  
\_\_\_\_\_  
Secretary

SANITARY & IMPROVEMENT DISTRICT  
NO 264 of Sarpy County, Nebraska

  
\_\_\_\_\_  
Chairperson, Board of Trustees

Attest:

Ae

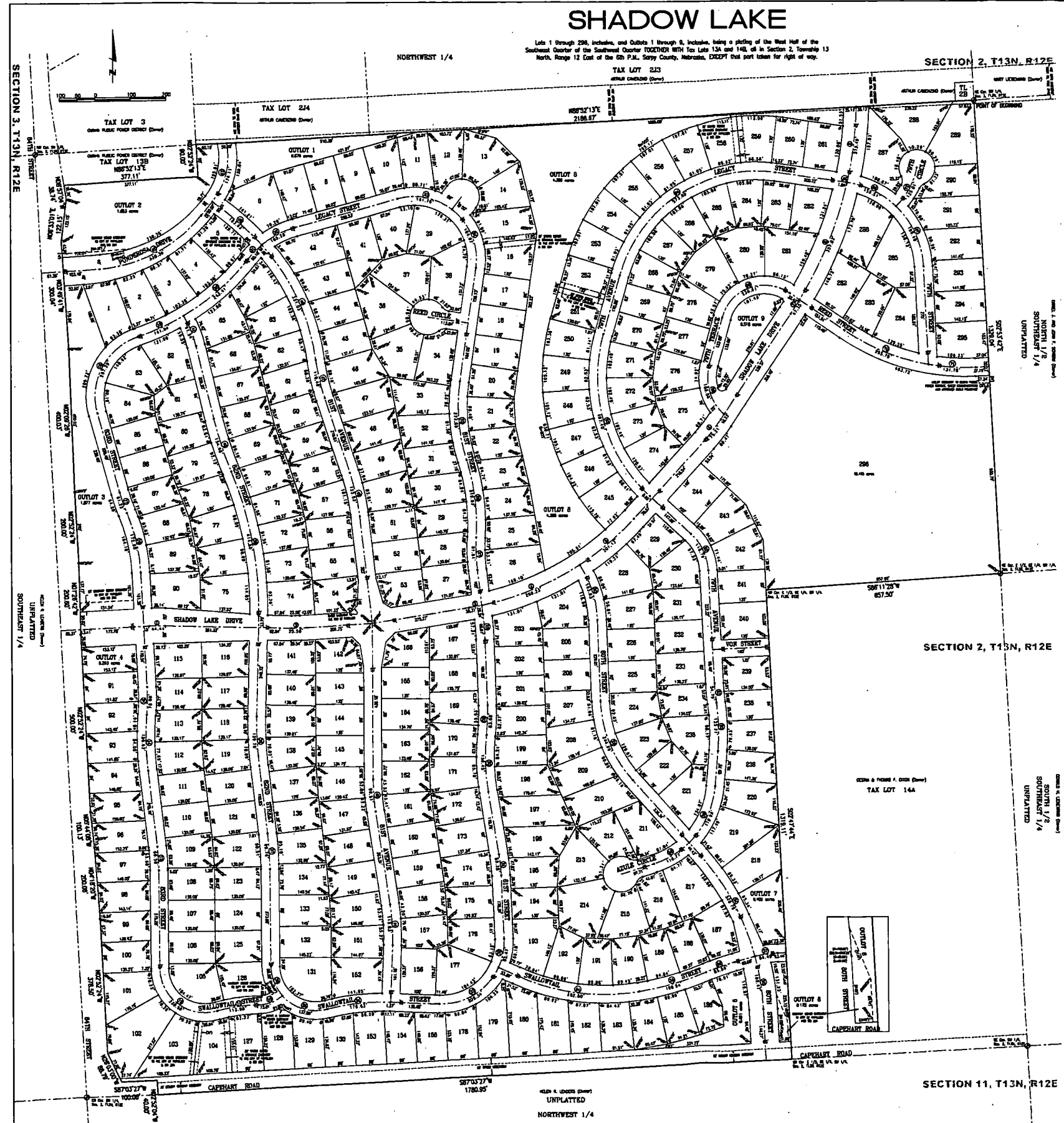
Development/Subdivision Agreement  
Page 22

  
\_\_\_\_\_  
Secretary, Board of Trustees  
Clerk



# SHADOW LAKE

Lots 1 through 296, inclusive, and Outlots 1 through 9, inclusive, being a platting of the West Half of the Southeast Quarter of the Southeast Quarter TOGETHER WITH Tax Lots 134 and 148, all in Section 2, Township 13 North, Range 12 East of the 6th P.M., Stry County, Nebraska, EXCEPT that part taken for right of way.



CENTERLINE CURVE DATA

CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
000°00'00"	1.00000	000°00'00"	1.00000	000°00'00"	1.00000
001°00'00"	0.99999	001°00'00"	0.99999	001°00'00"	0.99999
002°00'00"	0.99996	002°00'00"	0.99996	002°00'00"	0.99996
003°00'00"	0.99991	003°00'00"	0.99991	003°00'00"	0.99991
004°00'00"	0.99984	004°00'00"	0.99984	004°00'00"	0.99984
005°00'00"	0.99975	005°00'00"	0.99975	005°00'00"	0.99975
006°00'00"	0.99964	006°00'00"	0.99964	006°00'00"	0.99964
007°00'00"	0.99951	007°00'00"	0.99951	007°00'00"	0.99951
008°00'00"	0.99936	008°00'00"	0.99936	008°00'00"	0.99936
009°00'00"	0.99919	009°00'00"	0.99919	009°00'00"	0.99919
010°00'00"	0.99900	010°00'00"	0.99900	010°00'00"	0.99900

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all angles and corners on the boundaries of said plat and that a true and correct copy of the same has been made and deposited in the office of the Surveyor General of the State of Nebraska, to be preserved as a permanent record. I further certify that the same has been compared with the original survey and found to be correct and true to the original survey. I further certify that the same has been compared with the original survey and found to be correct and true to the original survey. I further certify that the same has been compared with the original survey and found to be correct and true to the original survey.

Robert S. Powell, L.S. 379  
August 29, 2005

### DEDICATION

BEFORE ME, the undersigned authority, on this day personally appeared Robert S. Powell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged that he is the owner of the property herein described and that he is executing this instrument as a deed of dedication to the public for the purpose of dedicating the same to the public for the use and enjoyment of the same as a public highway. He acknowledged that he is executing this instrument as a deed of dedication to the public for the purpose of dedicating the same to the public for the use and enjoyment of the same as a public highway.

### ACKNOWLEDGMENT OF NOTARY

On this day of August, 2005, at the County of Stry, State of Nebraska, I, the undersigned authority, do hereby certify that the foregoing instrument was executed by the person whose name is subscribed to the same, and that he is the owner of the property herein described and that he is executing this instrument as a deed of dedication to the public for the purpose of dedicating the same to the public for the use and enjoyment of the same as a public highway.

### COUNTY SURVEYOR'S CERTIFICATE

The plat of SHADOW LAKE was received by the Stry County Surveyor's Office on August 29, 2005.

### CITY ENGINEER'S CERTIFICATE

The plat of SHADOW LAKE was received and approved by the City Engineer of Stry County, Nebraska, on August 29, 2005.

### COUNTY TREASURER'S CERTIFICATE

This is to certify that I am a regular and valid holder of the seal and certificate of authority of the County Treasurer of Stry County, Nebraska, and that I am executing this instrument as a deed of dedication to the public for the purpose of dedicating the same to the public for the use and enjoyment of the same as a public highway.

### APPROVAL OF CITY PLANNING COMMISSION

The plat of SHADOW LAKE was approved and accepted by the City Planning Commission of Stry County, Nebraska, on August 29, 2005.

### APPROVAL OF CITY COUNCIL

The plat of SHADOW LAKE was approved by the City Council of Stry County, Nebraska, on August 29, 2005.

- ### NOTES
- ALL DIMENSIONS ARE SHOWN IN DECIMAL FEET.
  - ALL DIMENSIONS FROM ALICE CURVES ARE UNLESS OTHERWISE NOTED OTHERWISE.
  - ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
  - ALL LOT LINES ON CURVED STREETS ARE FROM UNLESS OTHERWISE NOTED.
  - DIMENSIONS AND AREA SHOWN IN PARALLELS REFER TO DECIMALS.
  - ALL CURVE DATA ARE 30 FEET UNLESS NOTED OTHERWISE.
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WWW.BLANCK.COM  
816.452.4814  
816.452.4815

Lamp, Ryness & Associates, Inc.  
1110 West Dodge Road, Suite 100  
Omaha, Nebraska 68107  
Phone: 402-491-2222

SHADOW LAKE (Lots 1 through 296 and Outlots 1 through 9)  
Stry County, Nebraska

FINAL PLAT

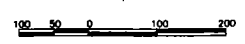
Job Number: 04031.01 / 000  
Block: 04031  
Date: August 29, 2005  
Sheet: 1 of 5

# SHADOW LAKE

Lots 297 through 750, inclusive, and Outlets 10 through 23, inclusive, being a platting of Tax Lots 2B, 21A, 21J, 21K and 21L in the Northwest Quarter AND Tax Lots 17 and 18 in the Northwest Quarter AND ALSO the North Half of the Southeast Quarter of Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

NE 1/4  
SEC. 2, T13N, R12E  
UNPLATTED

TAX LOT 15

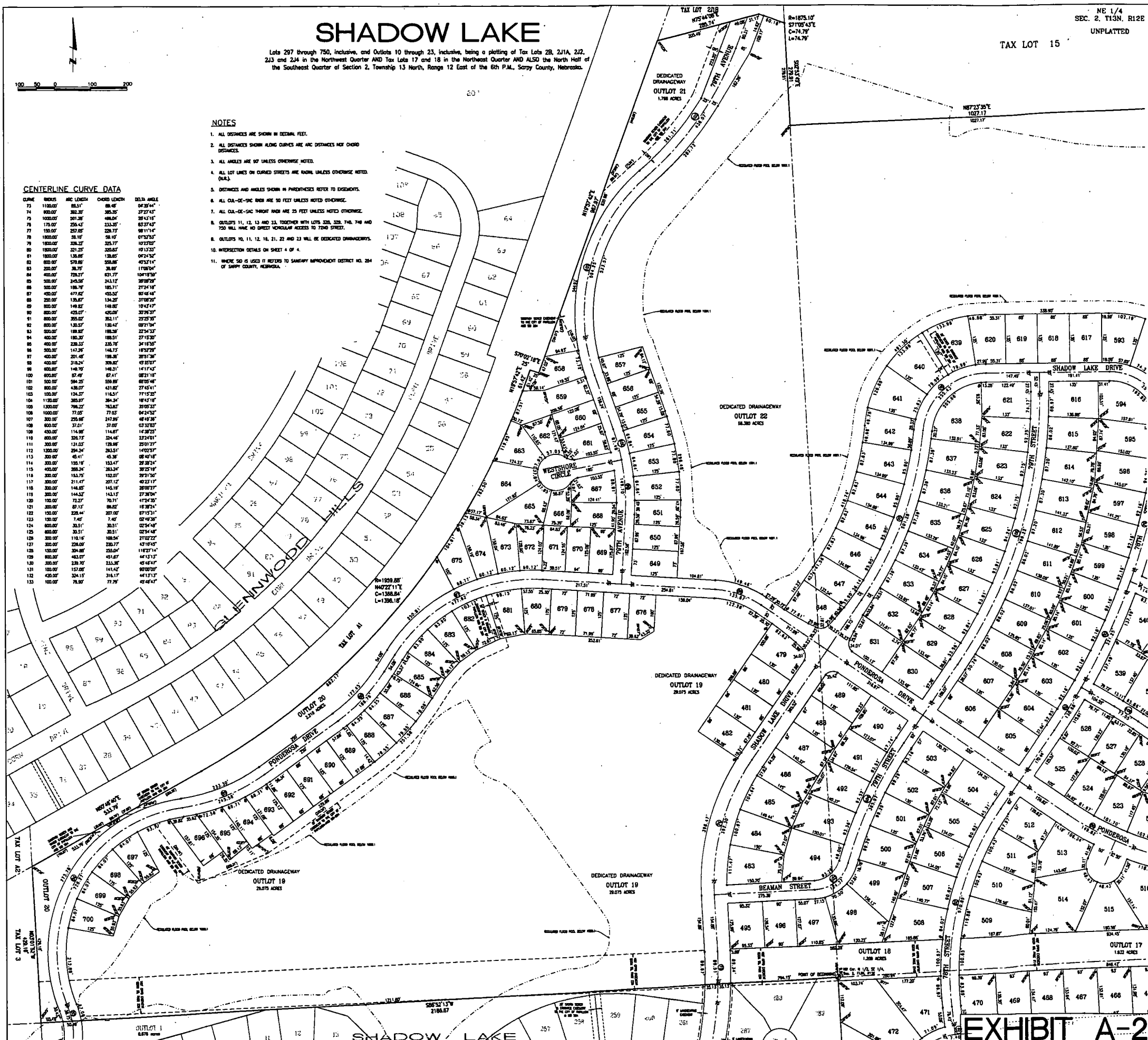


### NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADII UNLESS OTHERWISE NOTED (N/A).
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EXISTENTS.
6. ALL C&G-OR-C&C RIBS ARE 30 FEET UNLESS NOTED OTHERWISE.
7. ALL C&G-OR-C&C THROAT RIBS ARE 25 FEET UNLESS NOTED OTHERWISE.
8. OUTLETS 11, 12, 13 AND 21, TOGETHER WITH LOTS 328, 329, 748, 749 AND 750 WILL HAVE NO DIRECT VEHICULAR ACCESS TO TOWN STREETS.
9. OUTLETS 10, 11, 12, 18, 21, 22 AND 23 WILL BE DEDICATED DRAINAGEWAYS.
10. INTERSECTION DETAILS ON SHEET 4 OF 4.
11. WHERE SO IS USED IT REFERS TO SANITARY APPROXIMATION DISTRICT NO. 284 OF SARPY COUNTY, NEBRASKA.

### CENTERLINE CURVE DATA

CURVE	ADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
73	1100.00	88.31	88.48	04.3944°
74	800.00	262.50	262.50	37.2743°
75	800.00	291.38	291.38	43.4116°
76	175.00	256.43	233.25	63.3743°
77	100.00	257.65	228.77	68.1114°
78	1800.00	58.16	58.16	07.3253°
79	1800.00	208.22	205.77	10.7203°
80	1800.00	321.25	320.83	10.1333°
81	1800.00	136.89	136.85	04.2433°
82	800.00	270.88	268.86	40.2314°
83	200.00	38.75	38.88	1.09204°
84	400.00	73.57	73.77	1.04193°
85	300.00	245.38	243.12	20.0078°
86	300.00	188.78	185.71	27.2418°
87	450.00	477.82	455.52	67.4848°
88	200.00	176.87	176.20	37.0870°
89	800.00	149.82	149.82	10.4317°
90	800.00	425.07	420.00	30.7833°
91	800.00	265.02	262.11	20.2933°
92	800.00	130.57	130.46	09.2134°
93	500.00	189.32	188.50	22.3433°
94	400.00	180.30	180.51	27.1530°
95	400.00	228.33	228.76	34.1830°
96	300.00	142.78	143.12	10.2078°
97	400.00	201.45	198.38	20.9138°
98	400.00	318.24	309.82	49.3933°
99	800.00	148.76	148.81	14.1343°
100	800.00	87.49	87.41	08.2118°
101	500.00	304.25	299.89	60.0548°
102	800.00	438.07	431.82	27.6241°
103	100.00	124.37	118.81	17.1233°
104	1120.00	385.37	384.34	10.4318°
105	1200.00	798.22	783.87	30.0933°
106	1000.00	77.85	77.85	04.2433°
107	300.00	256.68	247.99	48.4938°
108	600.00	37.81	37.00	03.3303°
109	400.00	114.96	114.87	14.3073°
110	800.00	328.12	324.44	37.2181°
111	300.00	131.03	128.98	20.0177°
112	1000.00	294.24	293.51	14.0233°
113	300.00	45.11	45.38	08.4018°
114	300.00	158.18	153.47	30.3924°
115	400.00	288.24	283.24	30.2518°
116	300.00	163.75	162.07	20.9130°
117	300.00	211.47	207.17	40.2317°
118	300.00	148.85	145.18	20.0073°
119	300.00	144.32	143.13	27.3804°
120	100.00	72.37	70.31	14.2433°
121	300.00	87.13	86.82	18.3924°
122	100.00	207.00	207.00	87.1531°
123	100.00	7.40	7.40	02.4938°
124	800.00	30.51	30.51	04.2433°
125	800.00	30.51	30.51	04.2433°
126	300.00	110.16	109.54	27.0272°
127	300.00	228.86	228.77	47.4043°
128	400.00	304.88	295.04	14.8274°
129	800.00	483.07	481.87	44.1313°
130	300.00	238.70	233.20	42.4813°
131	100.00	152.00	149.42	60.0070°
132	400.00	304.15	318.17	44.1313°
133	100.00	78.90	77.79	42.4813°



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 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2037

SHADOW LAKE (Lots 297 through 750, and Outlets 10 through 23)  
 Sarpy County, Nebraska

FINAL  
 PLAT

Job number - Issue  
 04031.02 / 003  
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 04031  
 date  
 August 29, 2005  
 sheet  
 2 of 5

## EXHIBIT A-2

Am

# SHADOW LAKE

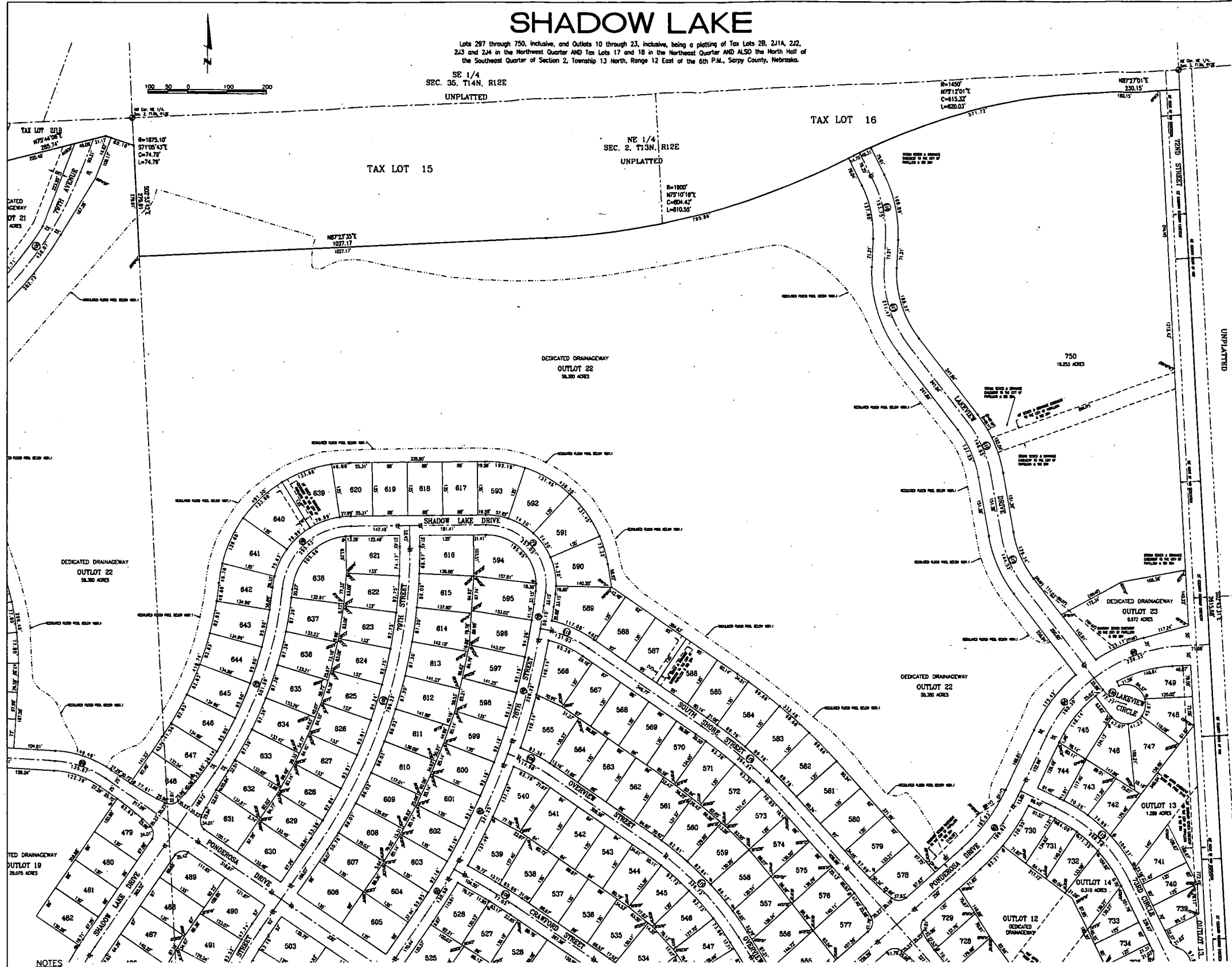
Lots 297 through 750, inclusive, and Outlots 10 through 23, inclusive, being a platting of Tax Lots 28, 21A, 21J, 21K and 21L in the Northwest Quarter AND Tax Lots 17 and 18 in the Northeast Quarter AND ALSO the North Half of the Southeast Quarter of Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

SE 1/4  
SEC. 35, T14N, R12E  
UNPLATTED

NE 1/4  
SEC. 2, T13N, R12E  
UNPLATTED

TAX LOT 16

TAX LOT 15



### NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90 UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE CHORD UNLESS OTHERWISE NOTED (N.B.).
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO CASHEMENTS.
6. ALL O&A-DE-SAC RIGH ARE 50 FEET UNLESS NOTED OTHERWISE.
7. ALL O&A-DE-SAC THROU RIGH ARE 25 FEET UNLESS NOTED OTHERWISE.
8. OUTLOTS 11, 12, 13 AND 23 TOGETHER WITH LOTS 328, 329, 340, 341 AND 750 WILL HAVE NO DIRECT VEHICULAR ACCESS TO 72ND STREET.
9. OUTLOTS 10, 11, 12, 13, 21, 22 AND 23 WILL BE DEDICATED DRAINAGEWAYS.
10. INTERSECTION DETAILS ON SHEET 4 OF 4.
11. WHERE SHOWN IS USED IT REFERS TO SANITARY IMPROVEMENT DISTRICT NO. 254 OF SARPY COUNTY, NEBRASKA.

### CENTERLINE CURVE DATA

CURVE	BEARS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
73	1180.00°	88.51'	88.46'	90°29'43"
74	400.00°	32.32'	32.32'	37°21'43"
75	1000.00°	501.28'	498.04'	28°43'18"
76	170.00°	250.43'	253.25'	87°37'43"
77	150.00°	277.05'	228.73'	89°11'14"
78	1800.00°	50.10'	50.10'	07°52'33"
79	1800.00°	328.22'	325.77'	10°27'07"
80	1800.00°	231.25'	228.03'	10°57'53"
81	1800.00°	138.88'	138.88'	04°34'34"
82	800.00°	370.89'	358.89'	49°51'14"
83	300.00°	38.75'	38.89'	11°09'50"
84	400.00°	728.27'	628.77'	10°18'58"
85	300.00°	343.58'	343.12'	30°08'29"
86	300.00°	188.79'	188.71'	37°24'18"
87	400.00°	478.87'	458.57'	87°46'44"
88	250.00°	135.87'	134.20'	37°08'20"

### CENTERLINE CURVE DATA

CURVE	BEARS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
89	800.00°	425.07'	418.85'	10°24'47"
90	800.00°	425.07'	426.08'	30°26'32"
91	800.00°	335.25'	332.11'	25°25'28"
92	200.00°	432.57'	422.42'	50°24'34"
93	800.00°	188.82'	188.82'	27°24'32"
94	400.00°	180.30'	180.31'	37°15'30"
95	400.00°	228.33'	228.78'	34°18'29"
96	300.00°	143.26'	143.25'	14°25'29"
97	400.00°	201.48'	198.28'	20°21'30"
98	400.00°	314.24'	308.82'	45°38'37"
99	800.00°	148.25'	148.25'	14°17'43"
100	800.00°	87.48'	87.41'	08°11'10"
101	300.00°	384.25'	358.89'	48°05'48"
102	900.00°	438.07'	431.82'	17°45'41"
103	120.00°	124.27'	124.27'	77°12'20"

### CENTERLINE CURVE DATA

CURVE	BEARS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
104	1120.00°	363.17'	364.34'	18°47'18"
105	1300.00°	788.22'	783.83'	30°28'23"
106	1000.00°	71.20'	71.20'	04°24'38"
107	200.00°	228.86'	247.26'	48°48'28"
108	800.00°	37.01'	37.02'	63°22'30"
109	450.00°	114.87'	114.87'	14°28'29"
110	800.00°	228.73'	224.16'	22°34'51"
111	300.00°	131.03'	128.88'	22°01'27"
112	1200.00°	284.24'	283.51'	14°22'37"
113	300.00°	45.41'	45.39'	08°40'18"
114	200.00°	725.19'	713.17'	38°28'24"
115	400.00°	265.24'	263.24'	38°21'19"
116	300.00°	153.75'	152.07'	28°21'19"
117	300.00°	211.47'	207.12'	48°21'17"
118	300.00°	148.05'	145.19'	38°28'17"

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SHADOW LAKE (Lots 297 through 750, and Outlots 10 through 23)  
 Sarpy County, Nebraska

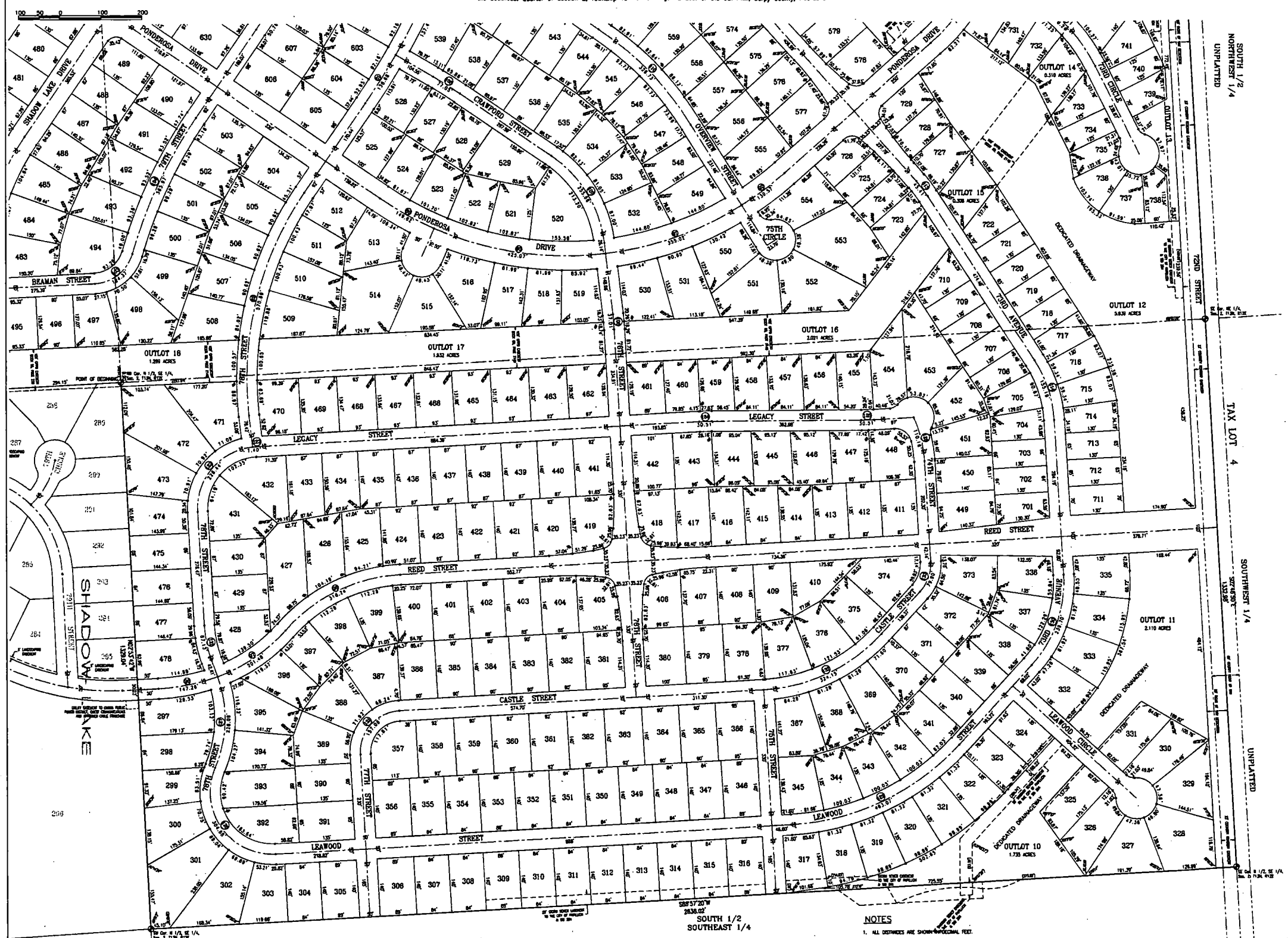
FINAL  
 PLAT

job number-tasks  
 04031.02 / 003  
 book  
 04031  
 date  
 August 29, 2005  
 sheet  
 3 of 5

## EXHIBIT A-3

# SHADOW LAKE

Lots 297 through 750, inclusive, and Outlots 10 through 23, inclusive, being a platting of Tax Lots 29, 211A, 212, 213 and 214 in the Northwest Quarter AND Tax Lots 17 and 18 in the Northeast Quarter AND ALSO the North Half of the Southeast Quarter of Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.



SECTION 2, T13N, R12E

### CENTERLINE CURVE DATA

CURVE	BEARS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
73	1103.00	88.51	107.34	10.47
74	800.00	302.30	302.30	37.74
75	1000.00	501.30	498.04	28.11
76	175.00	292.42	233.25	37.74
77	150.00	257.05	226.17	31.14
78	1800.00	58.10	58.10	90.00
79	1800.00	238.22	235.77	12.23
80	1800.00	311.25	330.85	19.73
81	1800.00	138.80	138.80	90.00
82	800.00	370.85	368.86	16.87
83	300.00	32.75	32.75	90.00
84	600.00	78.27	61.77	10.47
85	300.00	145.36	141.17	20.00
86	300.00	188.70	183.11	17.14
87	450.00	177.82	155.52	16.44
88	250.00	125.87	124.20	17.00

### CENTERLINE CURVE DATA

CURVE	BEARS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
104	1100.00	146.52	146.52	18.47
105	1300.00	79.23	79.23	90.00
106	1000.00	77.28	77.28	90.00
107	300.00	220.86	217.89	48.38
108	600.00	37.20	37.20	90.00
109	600.00	114.88	114.88	90.00
110	600.00	308.12	304.46	27.01
111	300.00	131.63	129.59	29.72
112	1200.00	294.24	293.21	16.02
113	300.00	45.41	45.41	90.00
114	300.00	125.15	125.15	90.00
115	600.00	288.24	283.26	39.23
116	300.00	152.75	152.75	90.00
117	300.00	311.17	307.12	49.17
118	300.00	148.85	145.19	29.72

### NOTES

1. ALL DISTANCES ARE SHOWN IN FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL OIL-GAS-SEWER ARE 50 FEET UNLESS NOTED OTHERWISE.
7. ALL OIL-GAS-SEWER TRENCH FROM ARE 20 FEET UNLESS NOTED OTHERWISE.
8. OUTLOTS 11, 12, 13 AND 21 TOGETHER WITH LOTS 328, 329, 340, 341, 342 AND 750 WILL HAVE NO DIRECT VEHICULAR ACCESS TO 72ND STREET.
9. OUTLOTS 10, 11, 12, 13, 21, 22 AND 23 WILL BE DEDICATED DRIVeways.
10. INTERSECTION DETAILS ON SHEET 4 OF 4.
11. WHERE 90° IS USED IT REFERS TO SHERIDAN IMPROVEMENT DISTRICT NO. 284 OF SARPY COUNTY, NEBRASKA.

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 (781) 402-6627/68  
 (781) 402-6627/30

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 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2037

SHADOW LAKE (Lots 297 through 750, and Outlots 10 through 23)  
 Sarpy County, Nebraska

FINAL  
 PLAT

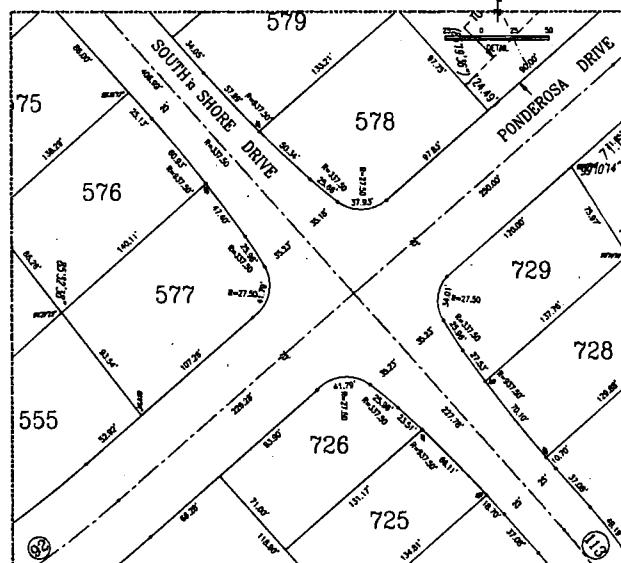
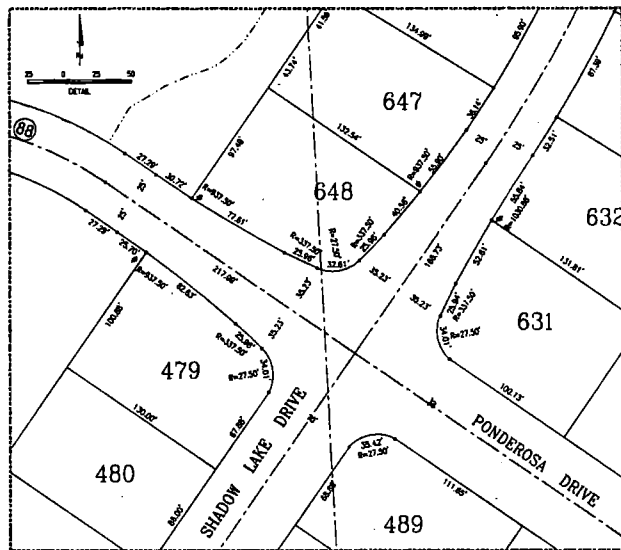
Job number-1666  
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date August 29, 2005  
 sheet 4 of 5

## EXHIBIT A-4

# SHADOW LAKE

Lots 297 through 750, inclusive, and Outlots 10 through 23, inclusive, being a platting of Tax Lots 28, 211A, 212, 213 and 214 in the Northwest Quarter AND Tax Lots 17 and 18 in the Northeast Quarter AND ALSO the North Half of the Southwest Quarter of Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.



### COUNTY SURVEYOR'S CERTIFICATE

This plat of SHADOW LAKE was reviewed by the Sarpy County Surveyor's Office on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Sarpy County Surveyor

### CITY ENGINEER'S CERTIFICATE

This plat of SHADOW LAKE was approved and accepted by the City Engineer of Papillion, Nebraska on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

City Engineer

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I filed as regular tax record for said lots due or delinquent against the property described in the Land Surveyor's Certificate and entered in this plat, as shown by the records of this office on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Sarpy County Treasurer

### APPROVAL OF CITY PLANNING COMMISSION

This plat of SHADOW LAKE was approved and accepted by the City Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

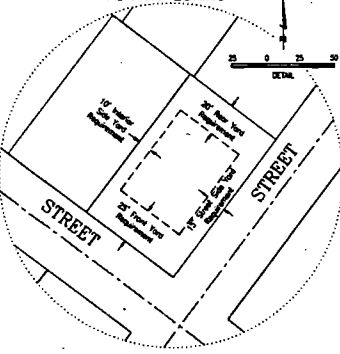
Chairman, City Planning Commission

### APPROVAL OF CITY COUNCIL

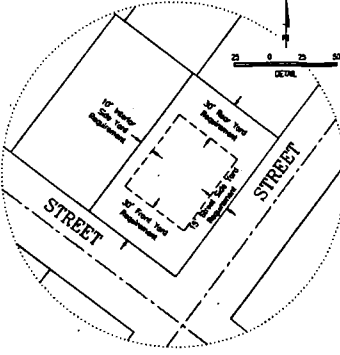
This plat of SHADOW LAKE was approved by the City Council of Papillion, Nebraska, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Mayor

### TYPICAL SETBACK DETAIL FOR R4 ZONING



### TYPICAL SETBACK DETAIL FOR R3 ZONING



### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all angle points and corners on the boundary of said plat that a bond has been posted with the City of Papillion, Nebraska, to ensure that permanent monuments (3/8" x 24" rebar with 1/8" plastic cap stamped LS-379 or substitute as defined by the Minimum Standards adopted by the Nebraska Board of Commissioners for Land Surveyors) will be placed at all angle points, corners and ends of all courses on all lots and streets in the subdivision to be known as SHADOW LAKE, Lots 297 through 750, inclusive, and Outlots 10 through 23, inclusive) being a platting of Tax Lots 28, 211A, 212, 213 and 214 in the Northwest Quarter AND Tax Lots 17 and 18 in the Northeast Quarter AND ALSO the North Half of the Southwest Quarter of Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the southeast corner of Tax Lot 28; Thence South 89°52'17" West (bearing measured to the Nebraska State Plane System, NAD 1983 with 1995 Adjustment) for 2188.47 feet along the south line of Tax Lot 28, 213 AND 214 and the north line of SHADOW LAKE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, to the southeast corner of Tax Lot 214; Thence North 03°01'52" West for 429.16 feet along the line common to Tax Lots 3 and 214 to the northeast corner of said Tax Lot 3; Thence east and north along the line common to Tax Lots 41, 211A, 212, and 214 for the following line courses: (1) Thence North 62°44'40" East for 533.79 feet; (2) Thence along a curve to the left (having a radius of 1059.88 feet and a long chord bearing North 42°22'11" East for 1366.84 feet) for an arc length of 1396.18 feet; (3) Thence North 19°37'42" East for 61.42 feet; (4) Thence South 70°02'18" East for 25.00 feet; (5) Thence North 19°37'42" East for 967.87 to the southeast corner of Tax Lot 211B; Thence North 75°44'00" East for 285.74 feet along the line common to Tax Lots 211A and 211B to the angle point; Thence Thence along a curve to the right (having a radius of 1875.10 feet and a long chord bearing South 71°20'45" East for 74.79 feet) for an arc length of 74.79 feet along the line common to Tax Lots 211A and 211B to the east line of the Northwest Quarter of Section 2; Thence South 02°33'42" East for 279.91 feet to the northwest corner of Tax Lot 17; Thence North 87°23'35" East for 1027.17 feet along the line common to Tax Lots 15 and 17; Thence along a curve to the left (having a radius of 1900.00 feet and a long chord bearing North 75°10'16" East for 804.42 feet) for an arc length of 810.55 feet along the line common to Tax Lots 15, 16, 17 and 18; Thence along a curve to the right (having a radius of 1450.00 feet and a long chord bearing North 79°12'01" East for 615.32 feet) for an arc length of 620.03 feet along the line common to Tax Lots 16 and 18; Thence North 87°21'01" East for 230.15 feet along the line common to Tax Lots 16 and 18 to the east line of the Northwest Quarter of Section 2; Thence South 02°43'31" East for 2415.68 feet to the southeast corner of the Northwest Quarter of Section 2; Thence South 02°48'30" East for 1332.98 feet to the southeast corner of the North Half of the Southwest Quarter of Section 2; Thence South 86°57'20" West for 2638.02 feet to the southeast corner of the North Half of the Southwest Quarter of Section 2 and the east line of SHADOW LAKE; Thence North 02°53'42" West for 1329.04 feet along the east line of SHADOW LAKE to the northwest corner of the North Half of the Southwest Quarter of Section 2 and the Point of Beginning. Contains 297,681 acres including 2,981 acre of existing county roadway easement for 72nd Street.

Robert D. Pratt, L.S. 379  
August 29, 2005



### DEDICATION

KNOW ALL MEN BY THESE PRESENTS That the SHADOW LAKE DEVELOPMENT, L.L.C., a Nebraska limited liability corporation, OWNER; ARTHUR R. LEDEMANN, OWNER; MARSHA L. LEDEMANN, OWNER; and MARY LEDEMANN, OWNER, and GREAT WESTERN BANK, a Nebraska banking corporation, MORTGAGEE of the land described within the Land Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets to be named and named as shown herein, said subdivision to be hereinafter known as SHADOW LAKE (Lots 297 through 750, inclusive, and Outlots 10 through 23, inclusive); and we do hereby certify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public the streets as shown on the plat and do hereby grant the easements shown on the plat. We do further grant a perpetual easement to the Omaha Public Power District and to Great Western Bank, Communication and to any company which has been granted a franchise under the authority of the City Council of Papillion, Nebraska, 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, crossarms, downspouts and anchors, 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 cable television systems, and the reception thereon, over, through, under, and across a five foot (5') wide strip of land abutting the front and side boundary lines of the lots shown on this plat; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all interior lots and all exterior lots that are not adjacent to presently platted and recorded lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described subdivision. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the City of Papillion, 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 water or, through, under and across a five foot (5') wide strip of land abutting all cut-to-secs. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the above described easement areas, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the intended uses or rights herein granted. The cables for the aforesaid power and communication easements must be installed at a minimum depth of three inches (3") below natural ground.

### SHADOW LAKE DEVELOPMENT

a Nebraska limited liability corporation, OWNER

By: Arthur R. Ledemann, Owner

John C. Allen, Manager

GREAT WESTERN BANK, a Nebraska banking corporation, MORTGAGEE

By: Mary Ledemann, Owner

P. Timothy Friesen, Senior Vice-President

By: Arthur R. Ledemann, Attorney in Fact for Mary Ledemann under a Durable Power of Attorney dated July 15, 2004

### ACKNOWLEDGMENT OF NOTARY

State of Nebraska } SS  
County of Douglas }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared John C. Allen, who is personally known to me to be the identical person whose name is affixed to the above instrument as Manager of SHADOW LAKE DEVELOPMENT, a Nebraska limited liability corporation, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

Notary Public

State of Nebraska } SS  
County of Douglas }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Arthur R. Ledemann, who is personally known to me to be the identical person whose name is affixed to the above instrument as OWNER, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

Notary Public

State of Nebraska } SS  
County of Douglas }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Arthur R. Ledemann, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact for Mary Ledemann under a Durable Power of Attorney dated July 15, 2004, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed on each Officer and deed of said Officer.

Witness my hand and official seal the date last aforesaid.

Notary Public

WWW.LARA-INC.COM  
(781) 402-4962/4968  
(Fax) 402-4962730  
Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027  
SHADOW LAKE (Lots 297 through 750, and Outlots 10 through 23)  
Sarpy County, Nebraska

FINAL PLAT  
job number-1483  
04031.02 / 003  
book 04031  
date August 29, 2005  
sheet 5 of 5

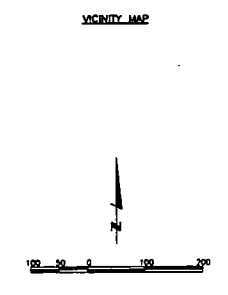
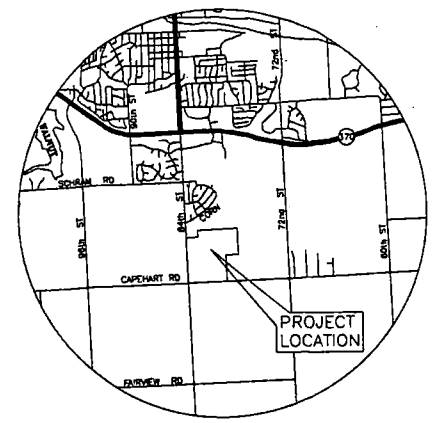
EXHIBIT A-5



AK

# SHADOW LAKE

(LOTS 1-296 AND OUTLOTS 1-9)



**ZONING TABLE**

LEGAL DESCRIPTION: Lots 1 and 144 in the Shadow Lake Quarter of the S. 1/4, Township 14 North, Range 12 East of Range 10 West, County, Nebraska.

DEVELOPER: Shadow Lake, LLC  
1423 Capehart Street  
Omaha, Nebraska 68104

DESIGNER: L&A Engineering & Associates, Inc.  
1770 West Dodge Road, Suite 100  
Omaha, Nebraska 68134-3321

DATE: July 14, 2004

POWER: Omaha Public Power District  
44 South Dodge Street  
Omaha, Nebraska 68102

NOTES:  
1. Outlots 1, 2 and 9 shall be designated outlots.

- LEGEND**
- Proposed Paving
  - Proposed Center Median Pavement (Both Street and Capewhart Road are Included)
  - Proposed Manhole
  - Proposed Sanitary Sewer
  - Proposed Force Main
  - Flow Arrows
  - Proposed Fire Hydrant
  - Proposed Water
  - Proposed Valve
  - Proposed Trench
  - Existing Contours
  - Property Line
  - Section Corner
  - Existing Sanitary Sewer
  - Existing Storm Sewer
  - Existing Water
  - Existing Gas
  - Existing Underground Power
  - Existing Overhead Power
  - Existing Telephone
  - Existing Cable Television
  - Existing Manhole
  - Existing Catch Basin
  - Existing Fire Hydrant
  - Existing Flow Hydrant
  - Existing Water Meter
  - Existing Water Valve
  - Existing Gas Valve
  - Existing Gas Meter
  - Existing Power Pole And Guy
  - Existing Street Light
  - Existing Fence
  - Existing Tree

WWW.L&A-INC.COM  
(781) 883-4848  
(781) 883-4843 FAX  
(781) 883-4843 TDD

L&A Engineering & Associates, Inc.  
1770 West Dodge Road, Suite 100  
Omaha, Nebraska 68134-3321

SHADOW LAKE  
PAPILLION, NEBRASKA

PAVING EXHIBIT

Job Number: 04031.02; 002  
Scale: 1"=50'-0"

Date: 05/23/04

Sheet: 1 of 4

EXHIBIT B-1

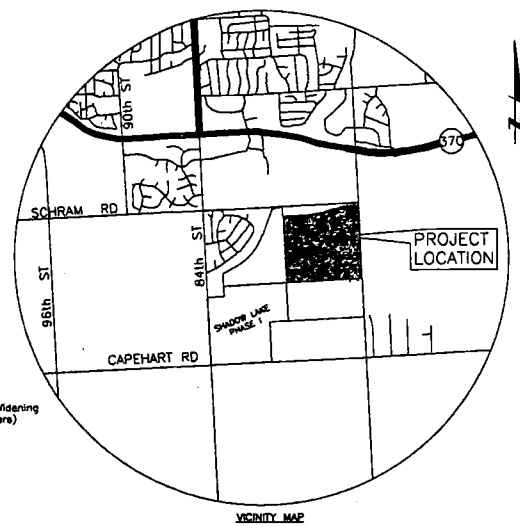
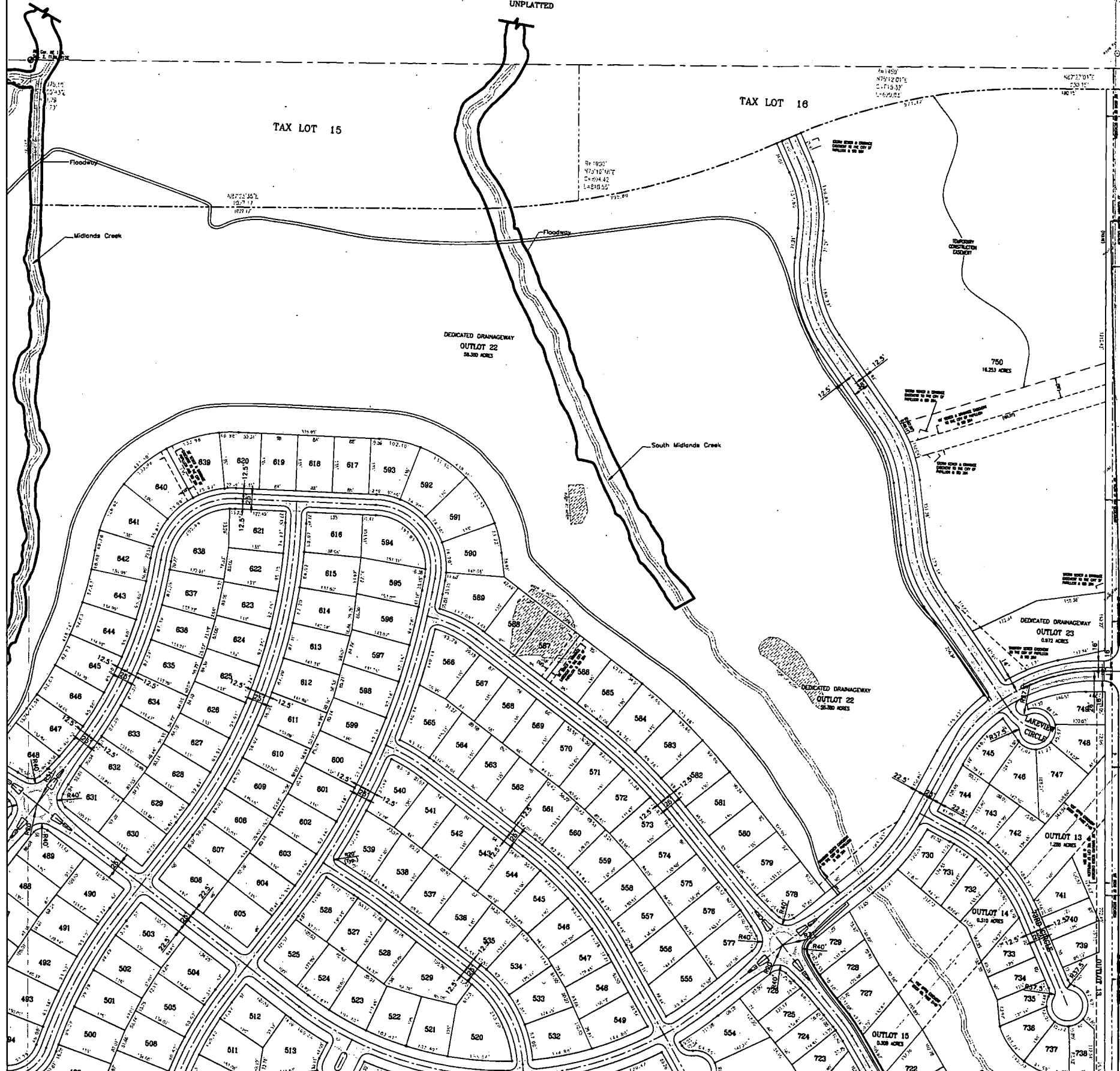
# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)

## TOWNE CENTER

SE 1/4  
SEC. 35, T14N, R12E  
UNPLATTED

SW 1/4,  
SEC. 38,  
UNPL.



### ZONING TABLE

LEGAL DESCRIPTION: Lots 21A, 22, 23, 24 and 28 in the Northwest Quarter; TOGETHER WITH Lots 17 and 18 in the Northwest Quarter; AND ALSO TOGETHER WITH the North half of the Southeast Quarter all in Section 2, Township 13 North, Range 12 East of the 6th P.M. Sory County, Nebraska.

OWNER/APPLICANT: Shadow Lake, LLC  
14799 Coltona Street  
P.O. Box 54648  
Omaha, Nebraska 68154

ENGINEER: Lamp, Rymanson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68134-2029

ZONING	Existing	Proposed	Lot	Ac.
Residential Single-Family	1	1	297-748	287.7
Residential Medium-Density	1	1	749-750	103.8
Residential Single-Family	1	1	751-752	21.4
Residential Single-Family	1	1	10-23	108.3
Residential Single-Family	1	1	24-28	44.7

POWER: Omaha Public Power District  
444 South 16th Street  
Omaha, Nebraska 68102

CAS: Apple  
501 West 6th Street  
Papillion, Nebraska 68048

NOTE:  
1. Outlots 10, 11, 12, 19, 21, 22 & 23 shall be designated drainage ways.

### LEGEND

- Proposed Pavement
- Proposed General Obligation Pavement (72nd Street is included)
- Proposed Manhole
- Proposed Sanitary Sewer
- Proposed Force Main
- Flow Arrows
- Proposed Fire Hydrant
- Proposed Water
- Proposed Valve
- Proposed Trail
- Existing Contours
- Property Line
- Section Corner
- Existing Sanitary Sewer
- Existing Storm Sewer
- Existing Water
- Existing Gas
- Existing Underground Power
- Existing Overhead Power
- Existing Telephone
- Existing Cable Television
- Existing Manhole
- Existing Curb Inlet
- Existing Area Inlet
- Existing Flared End Section
- Existing Fire Hydrant
- Existing Water Meter
- Existing Water Valve
- Existing Gas Meter
- Existing Gas Valve
- Existing Power Pole And Guy
- Existing Street Light
- Existing Fence
- Existing Tree

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Lamp, Rymanson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68134-2029  
SHADOW LAKE PHASE II  
PAPILLION, NEBRASKA

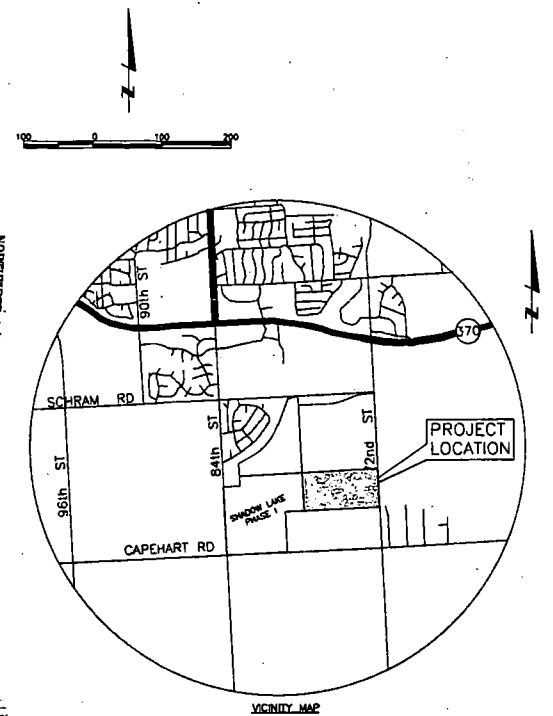
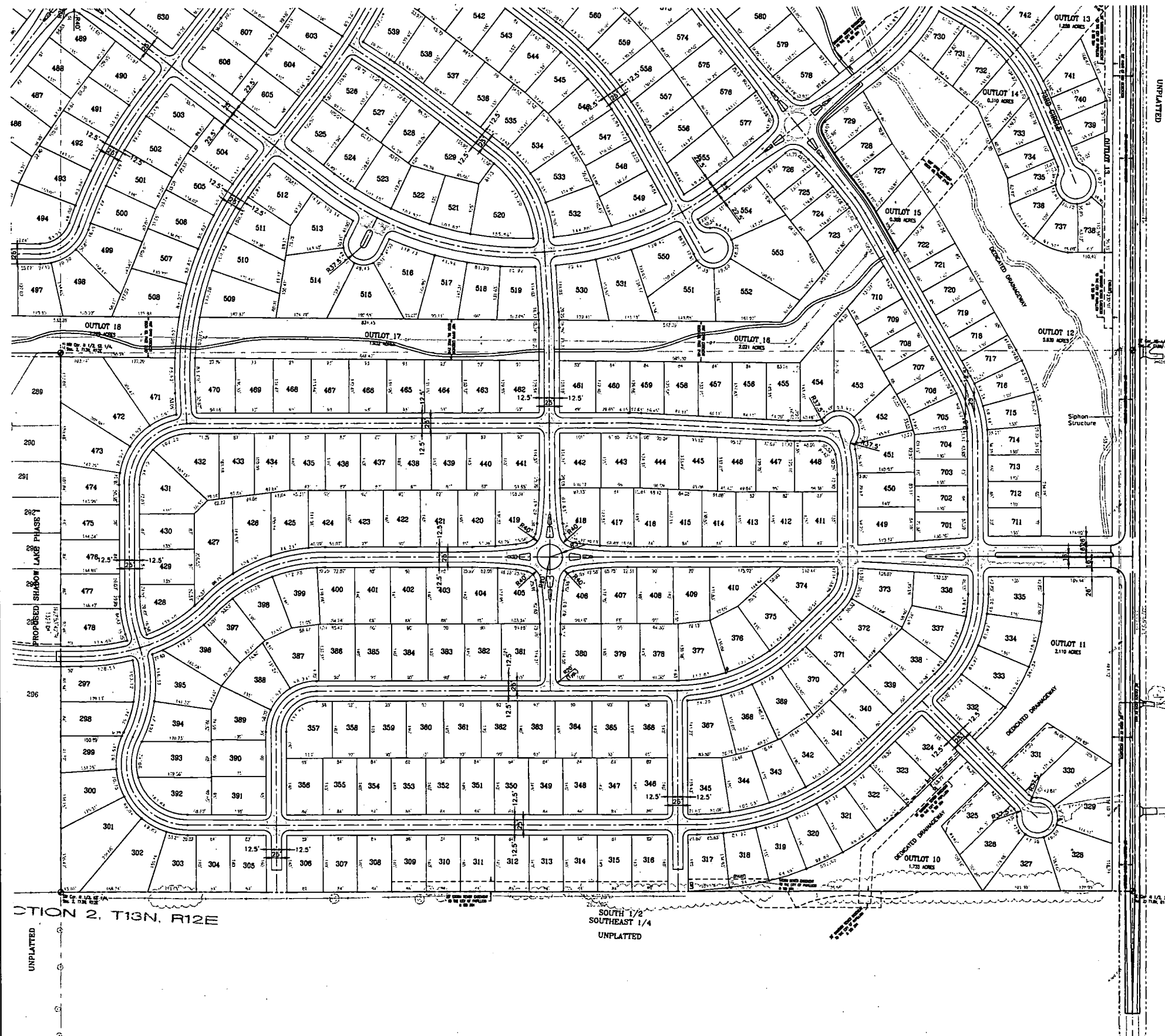
PAVING EXHIBIT

job number-sheet  
04031.02-002  
book page  
date 12/20/04  
sheet 2 of 4

Am

# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)



**LEGEND**

	Proposed Pavement
	Proposed General Obligation Pavement (72nd Street is included)
	Proposed Manhole
	Proposed Sanitary Sewer
	Flow Arrow
	Proposed Fire Hydrant
	Proposed Water
	Proposed Valve
	Proposed Trench
	Existing Curbside
	Property Line
	Section Corner
	Existing Sanitary Sewer
	Existing Storm Sewer
	Existing Water
	Existing Gas
	Existing Underground Power
	Existing Overhead Power
	Existing Telephone
	Existing Cable Television
	Existing Manhole
	Existing Curb Inlet
	Existing Area Inlet
	Existing Flared End Section
	Existing Fire Hydrant
	Existing Water Meter
	Existing Water Valve
	Existing Gas Meter
	Existing Gas Valve
	Existing Power Pole And Guy
	Existing Street Light
	Existing Fence
	Existing Tree

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(781) 402-6963 FAX  
(781) 402-6963 FAX

Lamp, Ryan, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-0217

SHADOW LAKE PHASE II  
PAPILLION, NEBRASKA

PAVING EXHIBIT

job number-task  
04031.02-002  
book page

date  
12/20/04

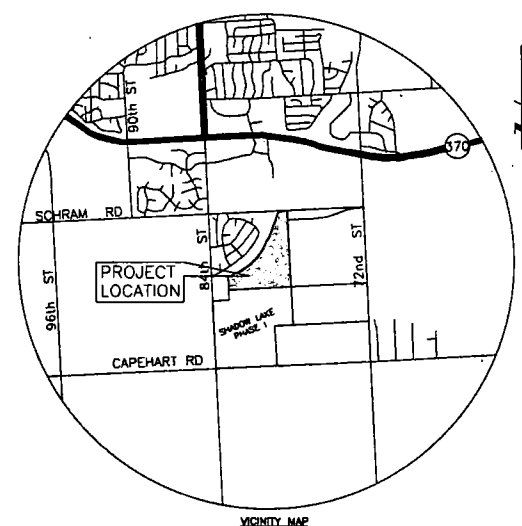
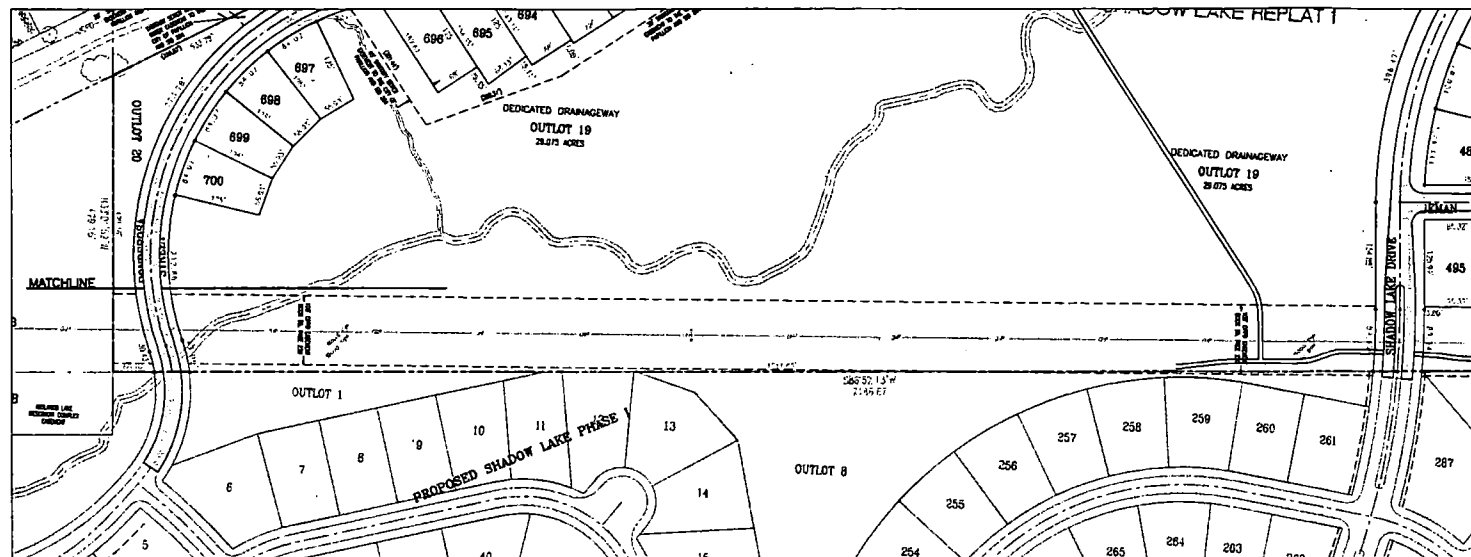
sheet  
3 of 4



# SHADOW LAKE

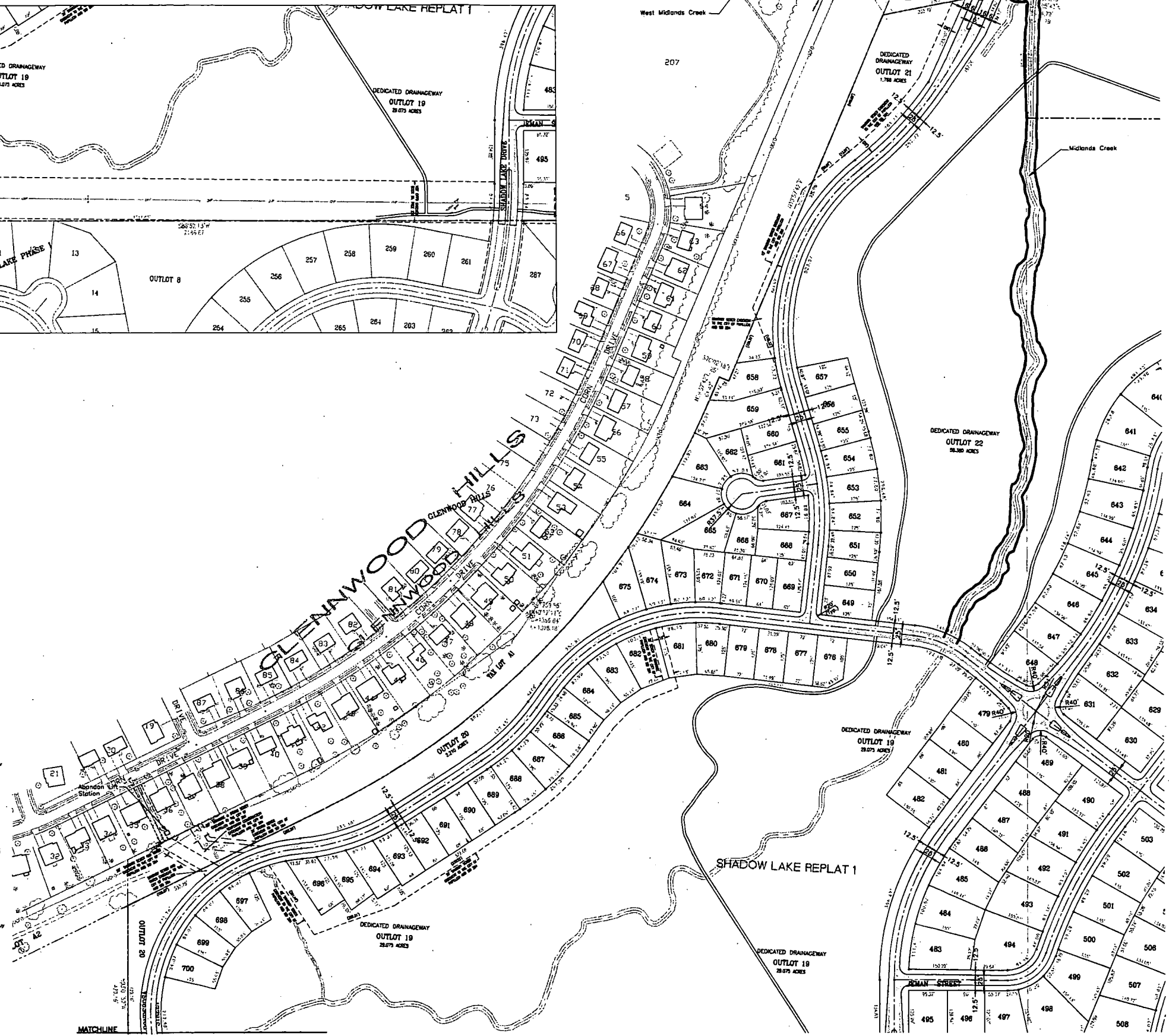
(LOTS 297-750 AND OUTLOTS 10-23)

SW 1/4  
SEC. 35, T14N, R12E



**LEGEND**

	Proposed Pavement		Existing Gas
	Proposed General Obligation Pavement (72nd Street is included)		Existing Underground Power
	Proposed Manhole		Existing Overhead Power
	Proposed Sanitary Sewer		Existing Telephone
	Proposed Force Main		Existing Cable Television
	Flow Arrow		Existing Manhole
	Proposed Fire Hydrant		Existing Curb Inlet
	Proposed Water		Existing Area Inlet
	Proposed Valve		Existing Flared End Section
	Proposed Trench		Existing Fire Hydrant
	Existing Contour		Existing Water Meter
	Property Line		Existing Water Valve
	Section Corner		Existing Gas Meter
	Existing Sanitary Sewer		Existing Gas Valve
	Existing Storm Sewer		Existing Power Pole And Guy
	Existing Water		Existing Street Light
			Existing Fence
			Existing Tree



Prepared by: [blank]  
 Designed by: [blank]  
 Drawn by: [blank]  
 Checked by: [blank]  
 Date: [blank]

WWW.LRA-INC.COM  
 (781) 402-4962/4988  
 (781) 402-4962/4988

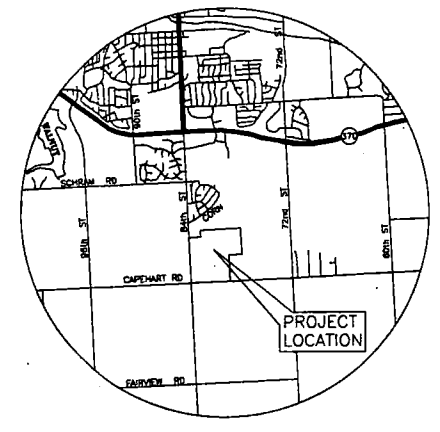
**Lamp, Rynessman & Associates, Inc.**  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2037

SHADOW LAKE PHASE II  
 PAVING EXHIBIT

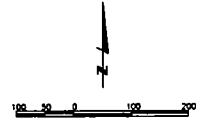
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 Date: 12/29/04  
 Sheet: 4 of 4

**EXHIBIT B-4**

# SHADOW LAKE (LOTS 1-296 AND OUTLOTS 1-9)



VICINITY MAP



**ZONING TABLE**

LOCAL ORDINANCE: Ord. 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296

OWNER/APPLICANT: Shadow Lake, LLC  
1275 S. 12th Street  
Lincoln, NE 68504

DRAWN BY: L&A Engineering & Associates, Inc.  
1275 S. 12th Street  
Lincoln, NE 68504

DATE: 08/23/04

SCALE: 1" = 100'

PROJECT: Shadow Lake, Papillion, Nebraska

DATE: 08/23/04

NOTE: 1. Outlots 1, 2 and 3 will be developed separately.

**LEGEND**

---	Proposed Roadway
○	Proposed Manhole
—○—	Proposed Sanitary Sewer
—○—	Proposed Storm Sewer
—○—	Proposed Water Main
—○—	Proposed Gas Main
—○—	Proposed Fire Hydrant
—○—	Proposed Meter
—○—	Proposed Valve
—○—	Proposed Tee
—○—	Existing Conduit
—○—	Property Line
○	Section Corner
—○—	Existing Sanitary Sewer
—○—	Existing Storm Sewer
—○—	Existing Water Main
—○—	Existing Gas Main
—○—	Existing Fire Hydrant
—○—	Existing Meter
—○—	Existing Valve
—○—	Existing Tee
—○—	Existing Conduit
—○—	Existing Underground Power
—○—	Existing Overhead Power
—○—	Existing Telephone
—○—	Existing Cable Television
○	Existing Manhole
○	Existing Catch Basin
○	Existing Area Inlet
○	Existing Flood End Section
○	Existing Fire Hydrant
○	Existing Water Meter
○	Existing Gas Meter
○	Existing Fire Valve
○	Existing Power Pole And Guy
○	Existing Street Light
○	Existing Fence
○	Existing Tree

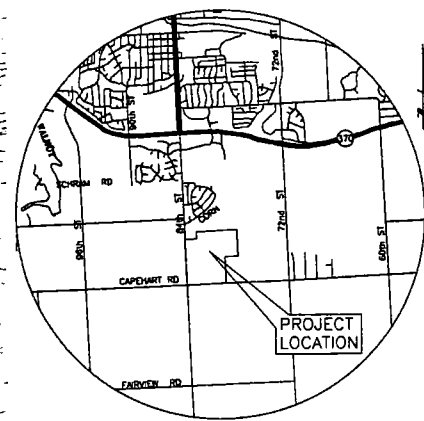
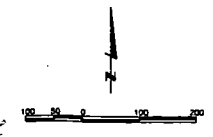
WWW.L&A.COM  
L&A Engineering & Associates, Inc.  
1275 S. 12th Street  
Lincoln, Nebraska 68504  
800.441.1275  
800.441.1275

**SANITARY SEWER EXHIBIT**

DATE: 08/23/04  
PAGE: 1 of 5

# SHADOW LAKE

(LOTS 1-296 AND OUTLOTS 1-9)



**LEGEND**

	Proposed Easement
	Proposed Manhole
	Proposed Sanitary Sewer
	Proposed Storm Sewer
	Proposed Fire Hydrant
	Proposed Water Main
	Proposed Gas Main
	Existing Contour
	Property Line
	Station Center
	Existing Sanitary Sewer
	Existing Storm Sewer
	Existing Water Main
	Existing Gas Main
	Existing Underground Power
	Existing Overhead Power
	Existing Telephone
	Existing Cable Television
	Existing Manhole
	Existing Catch Basin
	Existing Fire Hydrant
	Existing Water Main
	Existing Gas Main
	Existing Storm Sewer
	Existing Sanitary Sewer
	Existing Street Light
	Existing Fence
	Existing Tree

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 (781) 882-9933  
 (781) 882-9934  
 (781) 882-9935

Lump, Rymaszewski & Associates, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2087

SHADOW LAKE  
 PAPILLON, NEBRASKA

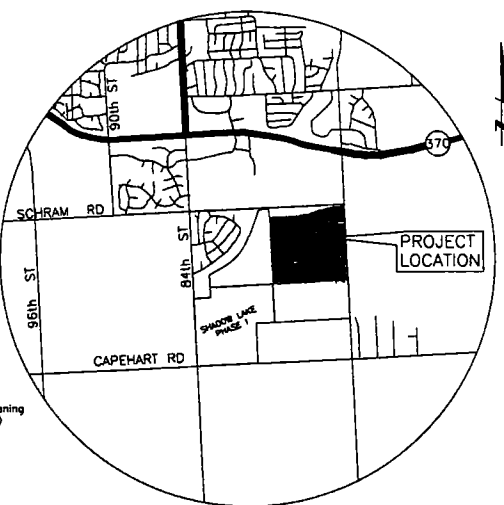
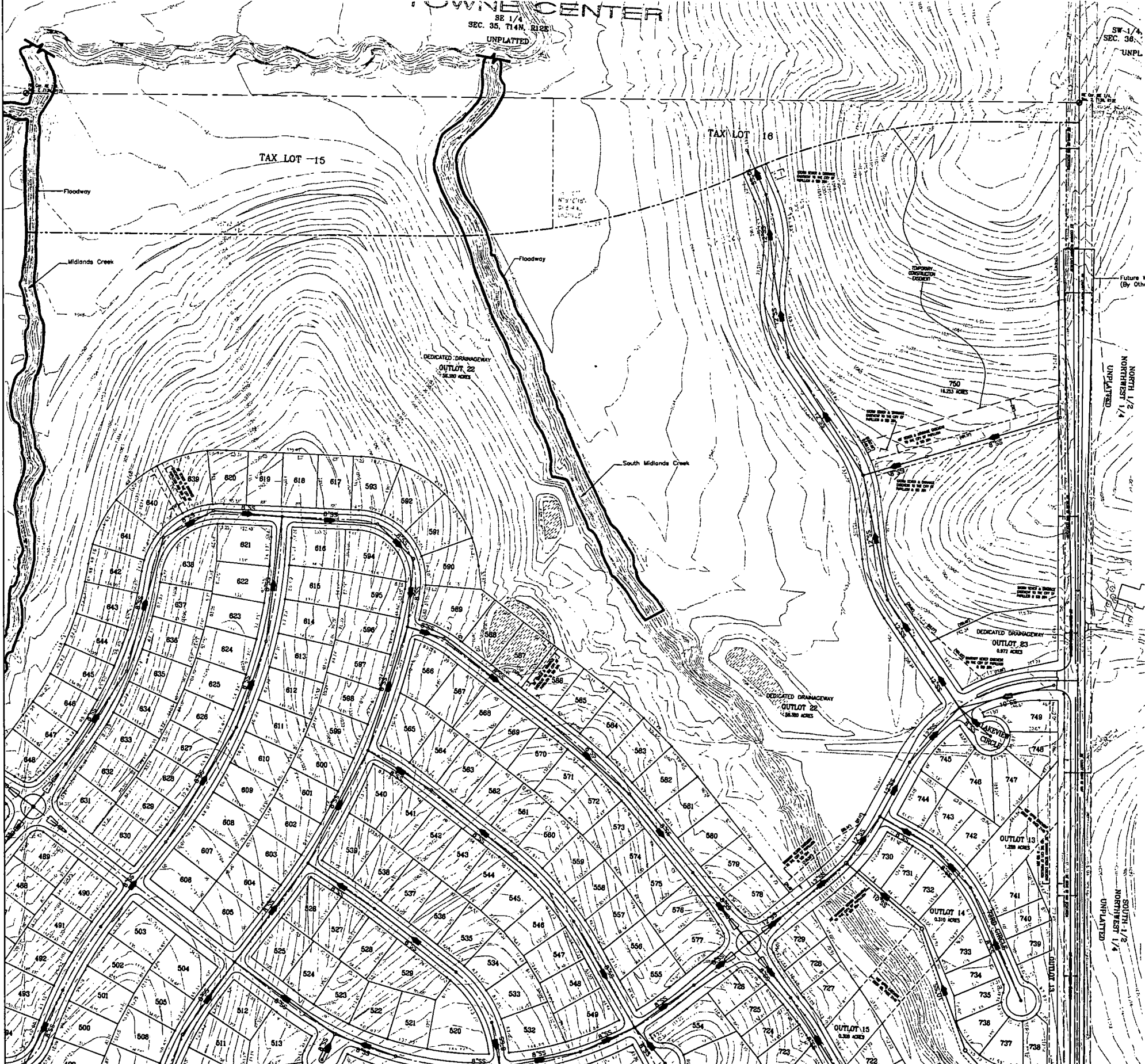
SANITARY SEWER EXHIBIT

Job No. 0821-02-002  
 Date: 08/23/04  
 Sheet: 2 of 5



# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)



### ZONING TABLE

LEGAL DESCRIPTION: Lots 211, 212, 213, 214 and 25 in the Northwest Quarter; TOGETHER WITH Lots 17 and 18 in the Northwest Quarter; AND ALSO TOGETHER WITH the North Half of the Southeast Quarter of Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

OWNER/APPLICANT: Shadow Lake, LLC  
14789 California Street  
P.O. Box 540480  
Omaha, Nebraska 68154

ENGINEER: Lutz, Rymaszewski & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2029

ZONING	Existing	Proposed	Area
Residential Single-Family <td>Residential Single-Family <td>Residential Single-Family <td>297.7 Ac.</td> </td></td>	Residential Single-Family <td>Residential Single-Family <td>297.7 Ac.</td> </td>	Residential Single-Family <td>297.7 Ac.</td>	297.7 Ac.
Residential Single-Family <td>Residential Single-Family <td>Residential Single-Family <td>105.2 Ac.</td> </td></td>	Residential Single-Family <td>Residential Single-Family <td>105.2 Ac.</td> </td>	Residential Single-Family <td>105.2 Ac.</td>	105.2 Ac.
Residential Single-Family <td>Residential Single-Family <td>Residential Single-Family <td>21.4 Ac.</td> </td></td>	Residential Single-Family <td>Residential Single-Family <td>21.4 Ac.</td> </td>	Residential Single-Family <td>21.4 Ac.</td>	21.4 Ac.
Residential Single-Family <td>Residential Single-Family <td>Residential Single-Family <td>16.2 Ac.</td> </td></td>	Residential Single-Family <td>Residential Single-Family <td>16.2 Ac.</td> </td>	Residential Single-Family <td>16.2 Ac.</td>	16.2 Ac.
Residential Single-Family <td>Residential Single-Family <td>Residential Single-Family <td>109.5 Ac.</td> </td></td>	Residential Single-Family <td>Residential Single-Family <td>109.5 Ac.</td> </td>	Residential Single-Family <td>109.5 Ac.</td>	109.5 Ac.
Residential Single-Family <td>Residential Single-Family <td>Residential Single-Family <td>44.7 Ac.</td> </td></td>	Residential Single-Family <td>Residential Single-Family <td>44.7 Ac.</td> </td>	Residential Single-Family <td>44.7 Ac.</td>	44.7 Ac.

POWER: Omaha Public Power District  
444 South 18th Street  
Omaha, Nebraska 68102

GAS: Apollo  
301 West 6th Street  
Papillion, Nebraska 68046

NOTE:  
1. Outlots 10, 11, 12, 13, 14, 15, 21, 22 & 23 shall be designated drainageways.

### LEGEND

- Proposed Pavement
- Proposed Manhole
- Proposed Sanitary Sewer
- Proposed Storm Sewer
- Proposed Force Main
- Flow Arrow
- Proposed Fire Hydrant
- Proposed Water
- Proposed Valve
- Proposed Trench
- Existing Contours
- Property Line
- Section Corner
- Existing Sanitary Sewer
- Existing Storm Sewer
- Existing Water
- Existing Gas
- Existing Underground Power
- Existing Overhead Power
- Existing Telephone
- Existing Cable Television
- Existing Manhole
- Existing Curb Inlet
- Existing Area Inlet
- Existing Flange End Section
- Existing Fire Hydrant
- Existing Water Meter
- Existing Water Valve
- Existing Gas Meter
- Existing Gas Valve
- Existing Power Pole And Guy
- Existing Street Light
- Existing Fence
- Existing Tree

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 (781) 402-4963/4968  
 (781) 402-4963/4968

Lutz, Rymaszewski & Associates, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2029

SHADOW LAKE PHASE II  
 PAPPILLION, NEBRASKA

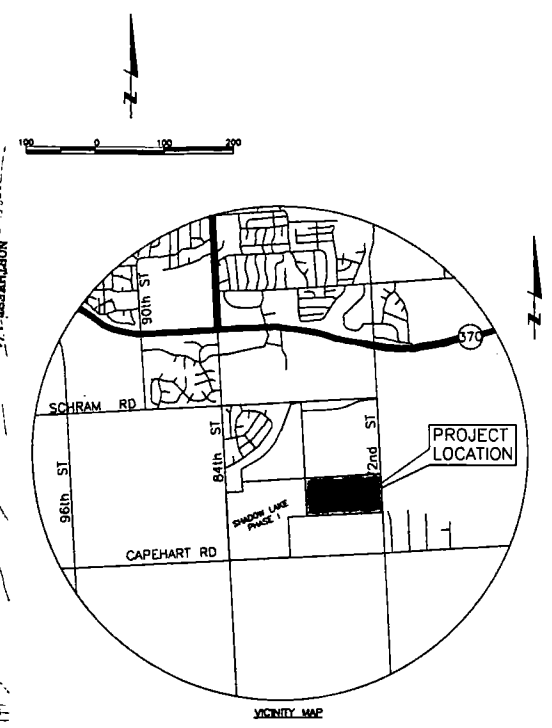
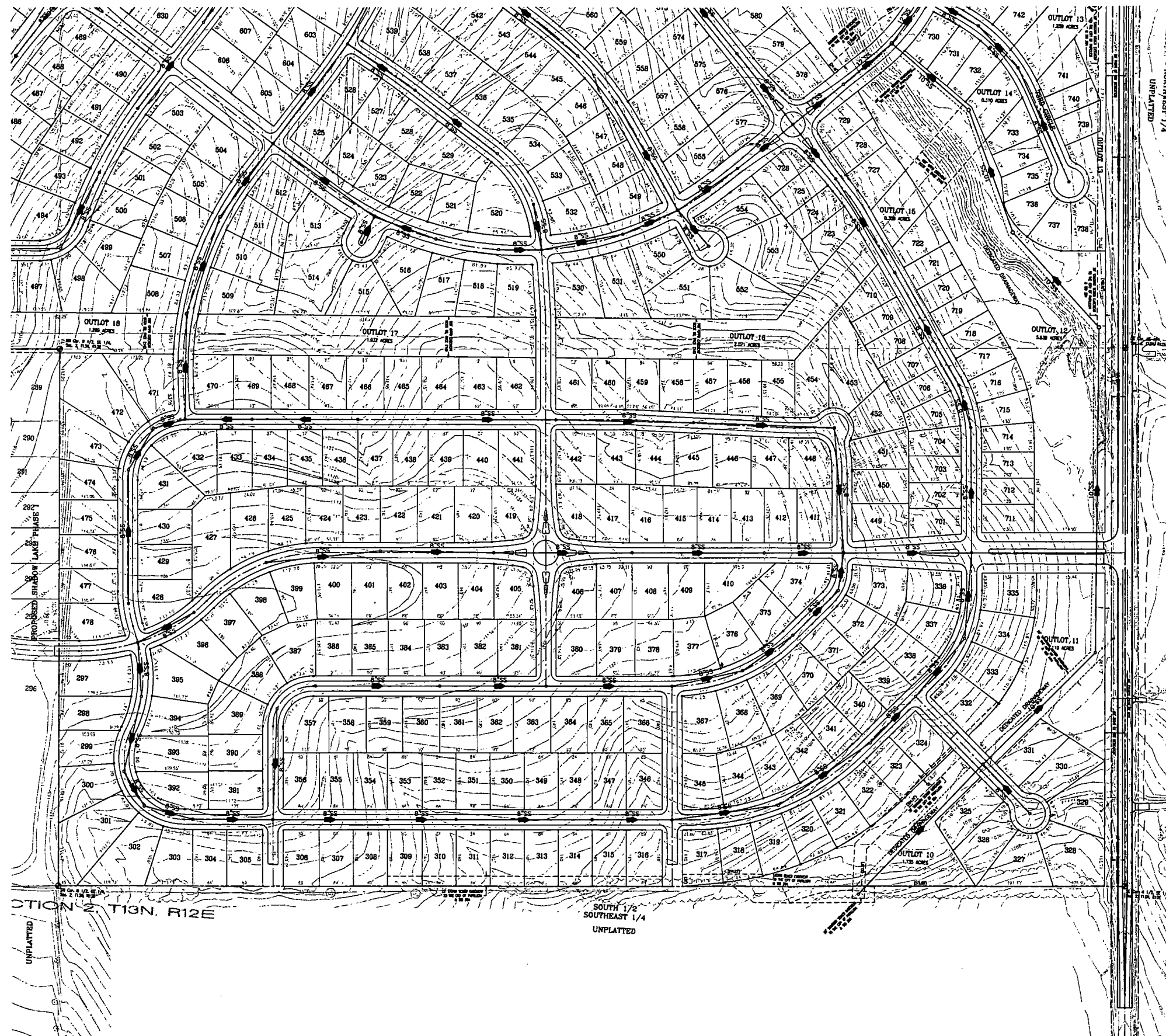
SANITARY SEWER EXHIBIT

job number-1000  
 040311.02-002  
 book page  
 date 12/20/04  
 sheet 3 of 5

AT

# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)



**LEGEND**

—	Proposed Pavement
●	Proposed Manhole
— 12" —	Proposed Sanitary Sewer
→	Flow Arrow
⊕	Proposed Fire Hydrant
— 8" —	Proposed Water
⊖	Proposed Valve
—	Proposed Foul
—	Existing Contours
—	Property Line
⊙	Section Corner
—	Existing Sanitary Sewer
—	Existing Storm Sewer
—	Existing Water
—	Existing Gas
—	Existing Underground Power
—	Existing Overhead Power
—	Existing Telephone
—	Existing Cable Television
○	Existing Manhole
⊕	Existing Curb Inlet
⊖	Existing Area Inlet
—	Existing Flared End Section
⊕	Existing Fire Hydrant
⊖	Existing Water Meter
⊖	Existing Water Valve
⊖	Existing Gas Meter
⊖	Existing Gas Valve
—	Existing Power Pole And Guy
—	Existing Street Light
—	Existing Fence
⊙	Existing Tree

Drawn by: DLS  
 Checked by: DLS  
 Approved by: DLS  
 Date: 12/20/04  
 Project: Shadow Lake Phase II  
 Job Number: 04031.02-002  
 Book: page  
 Date: 12/20/04  
 Sheet: 4 of 5

**Lamp, Ryanson & Associates, Inc.**  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2037  
 (781) 402-4963 FAX  
 (781) 402-4963 TDD  
 WWW.LRA-INC.COM

**SANITARY SEWER EXHIBIT**  
 SHADOW LAKE PHASE II  
 PAPPILION, NEBRASKA

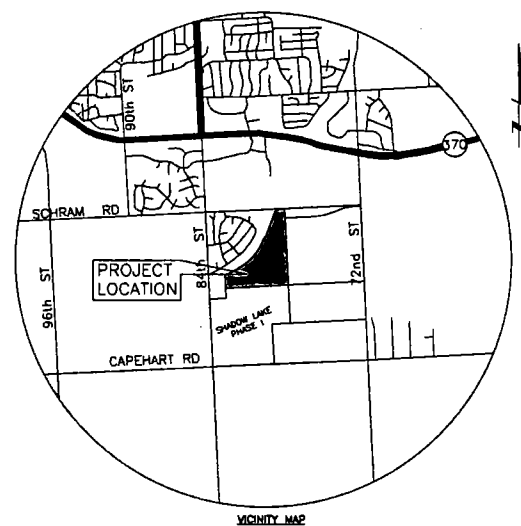
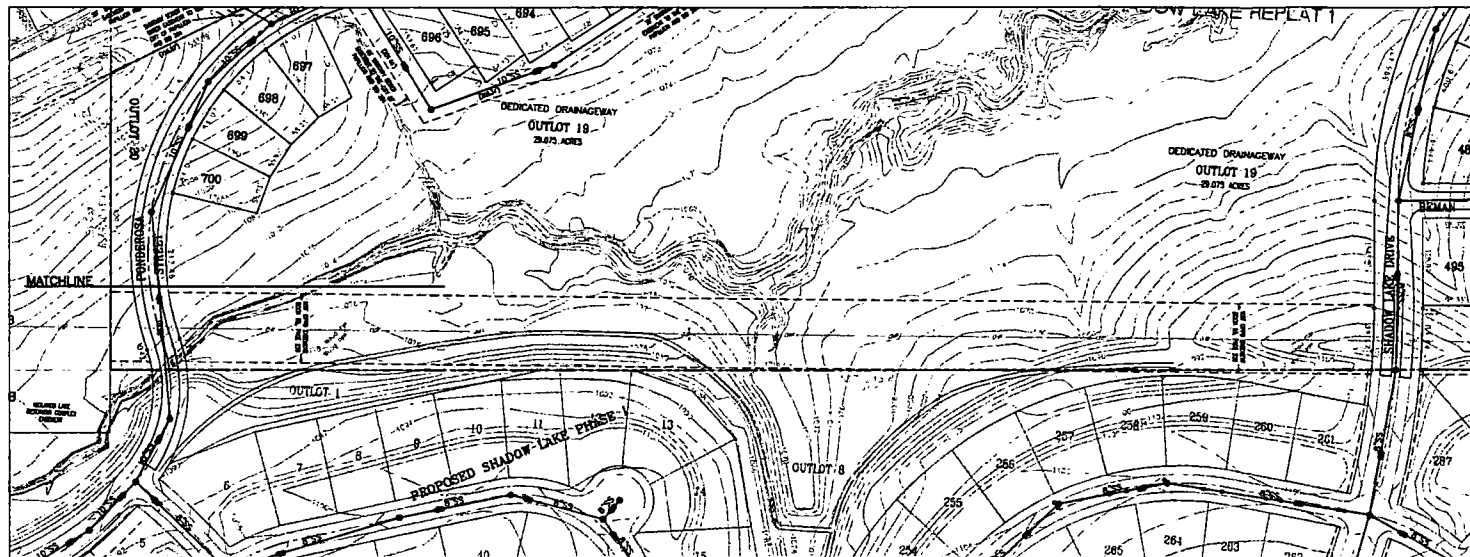
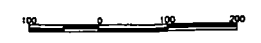
## EXHIBIT C-4

AS

# SHADOW LAKE

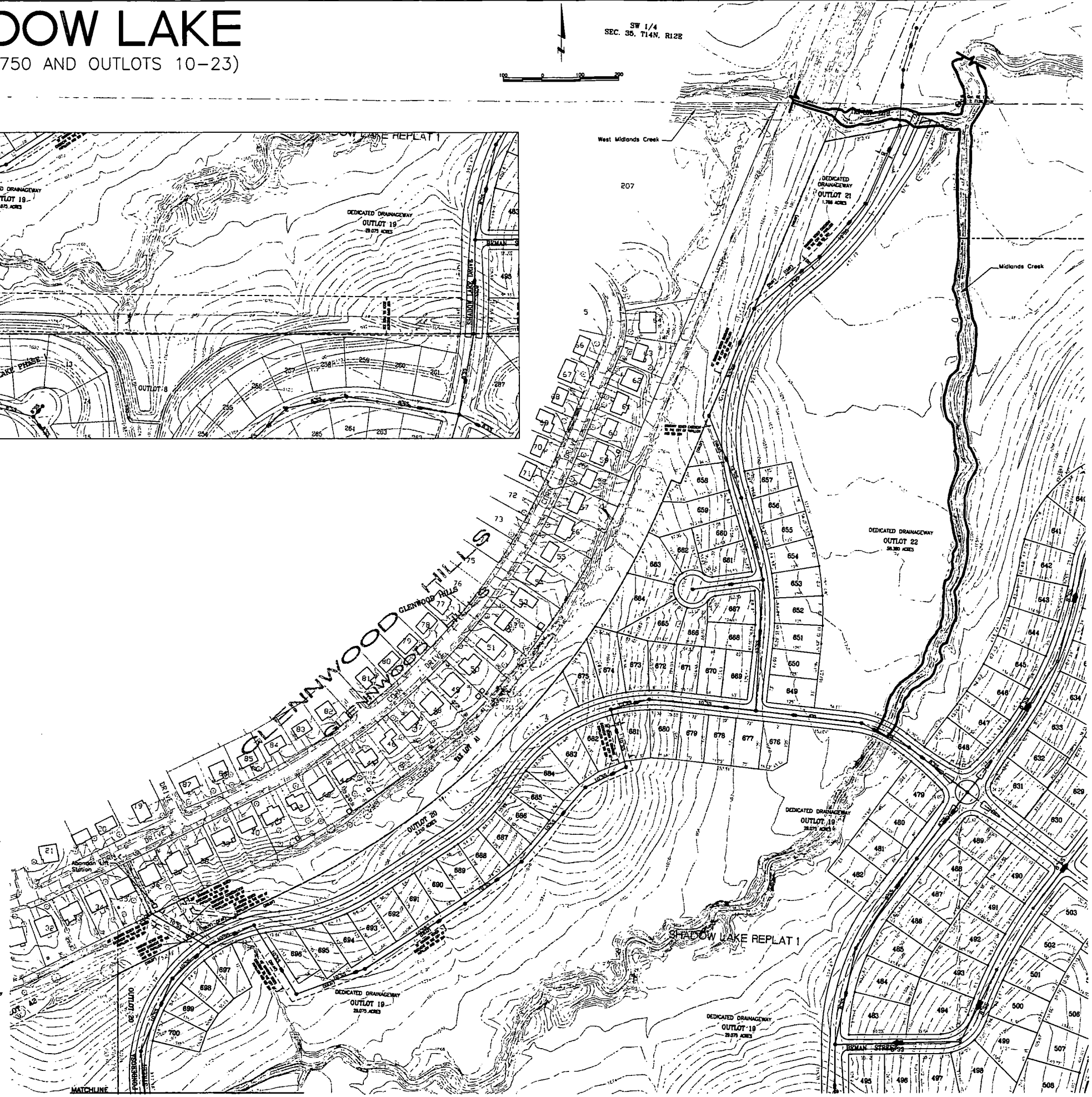
(LOTS 297-750 AND OUTLOTS 10-23)

SW 1/4  
SEC. 38, T14N, R12E



### LEGEND

- |  |                         |  |                             |
|--|-------------------------|--|-----------------------------|
|  | Proposed Pavement       |  | Existing Gas                |
|  | Proposed Manhole        |  | Existing Underground Power  |
|  | Proposed Sanitary Sewer |  | Existing Overhead Power     |
|  | Proposed Force Main     |  | Existing Telephone          |
|  | Flow Arrow              |  | Existing Cable Television   |
|  | Proposed Fire Hydrant   |  | Existing Manhole            |
|  | Proposed Water          |  | Existing Curb Inlet         |
|  | Proposed Valve          |  | Existing Area Inlet         |
|  | Proposed Trench         |  | Existing Flared End Section |
|  | Existing Contours       |  | Existing Fire Hydrant       |
|  | Property Line           |  | Existing Water Meter        |
|  | Section Corner          |  | Existing Water Valve        |
|  | Existing Sanitary Sewer |  | Existing Gas Meter          |
|  | Existing Storm Sewer    |  | Existing Gas Valve          |
|  | Existing Water          |  | Existing Power Pole And Guy |
|  |                         |  | Existing Street Light       |
|  |                         |  | Existing Fence              |
|  |                         |  | Existing Tree               |



Drawn by: DWS  
 Checked by: DWS  
 Prepared by: HLP

Project: Shadow Lake Phase II  
 Date: March 21, 2004

WWW.LRA-INC.COM  
 LRA, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2017  
 (PA) 402.496.2488  
 (Fax) 402.496.2730

Lamp, Rynearson & Associates, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2017

SHADOW LAKE PHASE II  
 PAVILLION, NEBRASKA

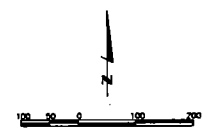
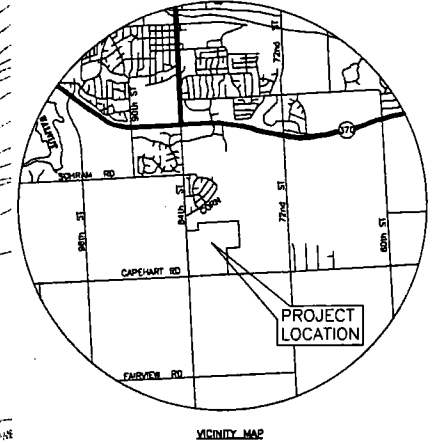
SANITARY SEWER EXHIBIT

Job Number-Tax: 04031.02-002  
 Book: page  
 Date: 12/20/04  
 Sheet: 5 of 5



# SHADOW LAKE

(LOTS 1-296 AND OUTLOTS 1-9)



**LEGEND**

	Proposed Contour
	Existing Contour
	Proposed 24\"/>
	Proposed 36\"/>
	Proposed 48\"/>
	Proposed 60\"/>
	Proposed Manhole
	Proposed Storm Inlet
	Proposed Catch Basin
	Proposed P.E.S.
	Proposed Under-Drain Structure
	Proposed Drop Structure
	Property Line
	Section Corner
	Existing Sanitary Sewer
	Existing Storm Sewer
	Existing Water
	Existing Gas
	Existing Underground Power
	Existing Overhead Power
	Existing Telephone
	Existing Cable Television
	Existing Manhole
	Existing Catch Basin
	Existing Storm Inlet
	Existing Paved End Section
	Existing Pipe Hydrant
	Existing Water Meter
	Existing Meter Valve
	Existing Gas Meter
	Existing Gas Valve
	Existing Power Pole And Guy
	Existing Street Light
	Existing Fence
	Existing Tree

WWW.LBAIAC.COM  
 (781) 441-4499  
 (781) 441-4475

Lump, Ryzanek & Associates, Inc.  
 19710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68134-2827

SHADOW LAKE  
 PAPPILLON, NEBRASKA

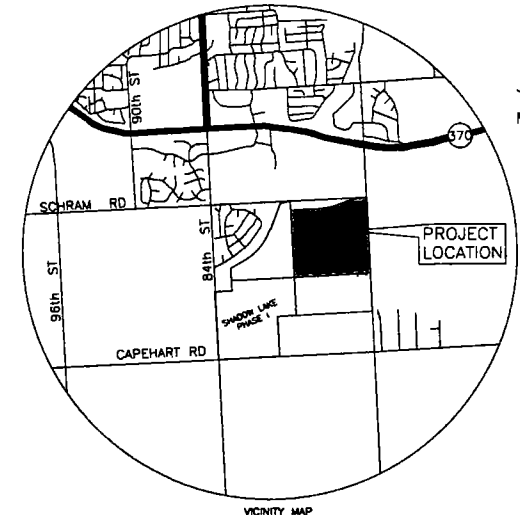
STORM SEWER EXHIBIT

Job Number: 04031.02-002  
 Date: 8/23/04  
 Sheet: 1 of 4

AU

# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)



### LEGEND

- Proposed Contours
- Existing Contours
- Proposed Silt Basin
- Proposed Silt Fence
- Proposed Level Terrace
- Proposed Interceptor Swale
- Proposed Manhole
- Proposed Storm Sewer
- Proposed Curb Inlet
- Proposed Area Inlet
- Proposed F.E.S.
- Proposed Gabion Outlet Structure
- Proposed Drop Structure
- Property Line
- Section Corner
- Existing Sanitary Sewer
- Existing Storm Sewer
- Existing Water
- Existing Gas
- Existing Underground Power
- Existing Overhead Power
- Existing Telephone
- Existing Cable Television
- Existing Manhole
- Existing Curb Inlet
- Existing Area Inlet
- Existing Flared End Section
- Existing Fire Hydrant
- Existing Water Meter
- Existing Water Valve
- Existing Gas Meter
- Existing Gas Valve
- Existing Power Pole And Guy
- Existing Street Light
- Existing Fence
- Existing Tree

Drawn by	DJS
Designed by	COJ/CHY
Reviewed by	HSP
Submittal	02/21/04
Revision	March 21, 2002

WWW.LRA-INC.COM  
 (781) 402-9622/988  
 (781) 402-9627/330

Lamp, Rymerson & Associates, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2037

STORM SEWER EXHIBIT

job number-book  
 04031.02-002  
 book page  
 date 12/20/04  
 sheet 2 of 4

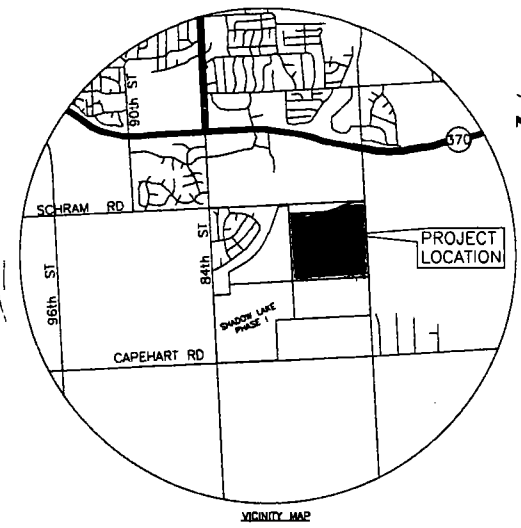
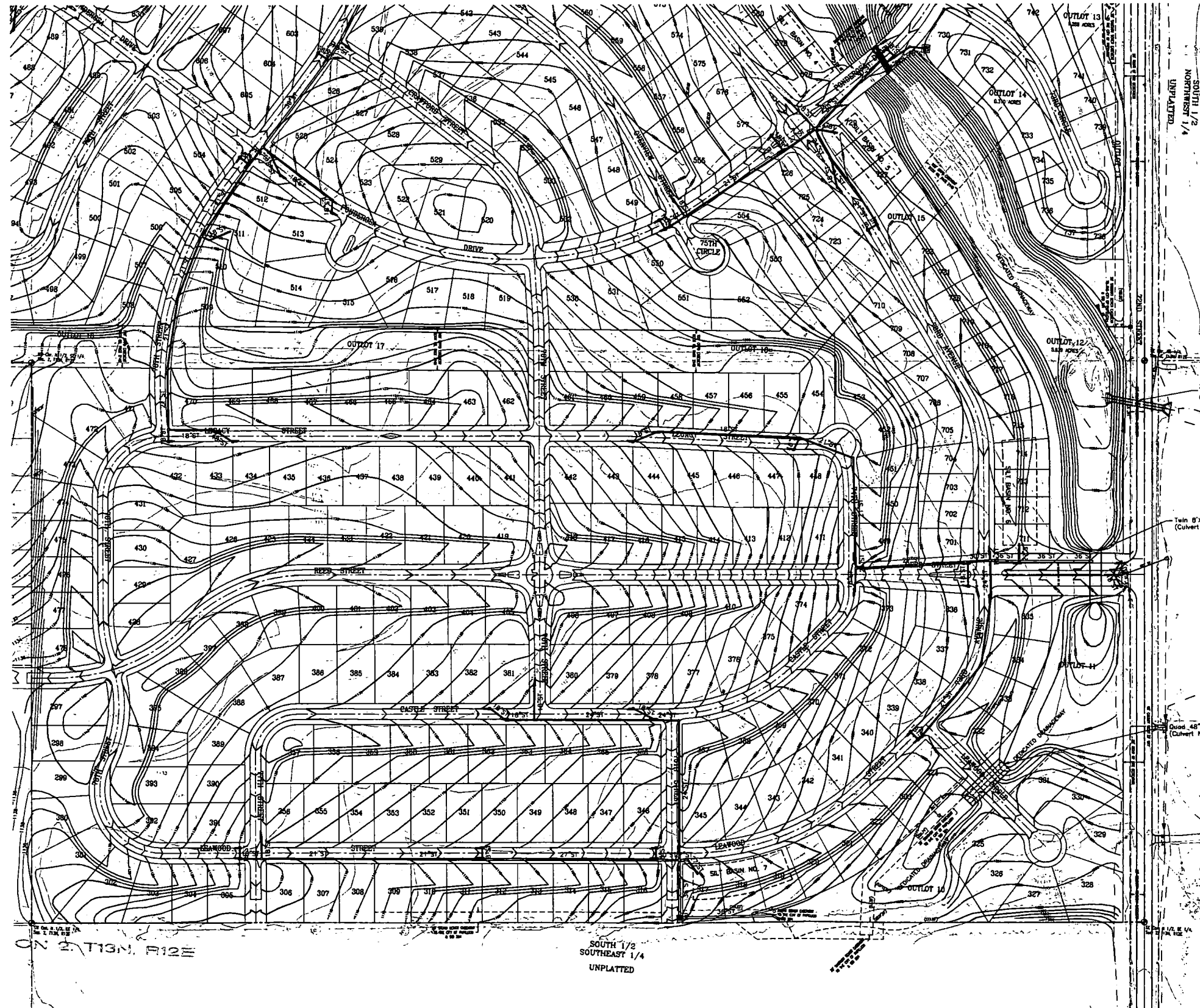
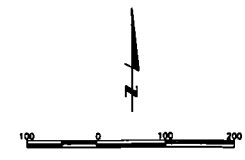
## EXHIBIT D-2



AV

# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)



**LEGEND**

	Proposed Contours
	Existing Contours
	Proposed Silt Basin
	Proposed Silt Fence
	Proposed Level Terrace
	Proposed Interceptor Swale
	Proposed Manhole
	Proposed Storm Sewer
	Proposed Curb Inlet
	Proposed Area Inlet
	Proposed F.E.S.
	Proposed Gation Outlet Structure
	Proposed Drop Structure
	Property Line
	Section Corner
	Existing Sanitary Sewer
	Existing Storm Sewer
	Existing Water
	Existing Gas
	Existing Underground Power
	Existing Overhead Power
	Existing Telephone
	Existing Cable Television
	Existing Manhole
	Existing Curb Inlet
	Existing Area Inlet
	Existing Flared End Section
	Existing Fire Hydrant
	Existing Water Meter
	Existing Meter Valve
	Existing Gas Meter
	Existing Gas Valve
	Existing Power Pole and Guy
	Existing Street Light
	Existing Fence
	Existing Tree

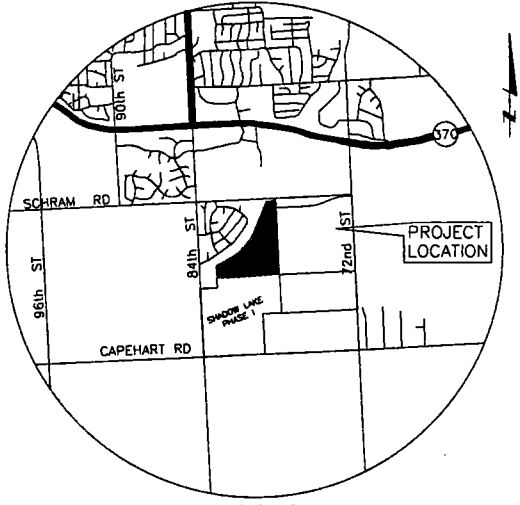
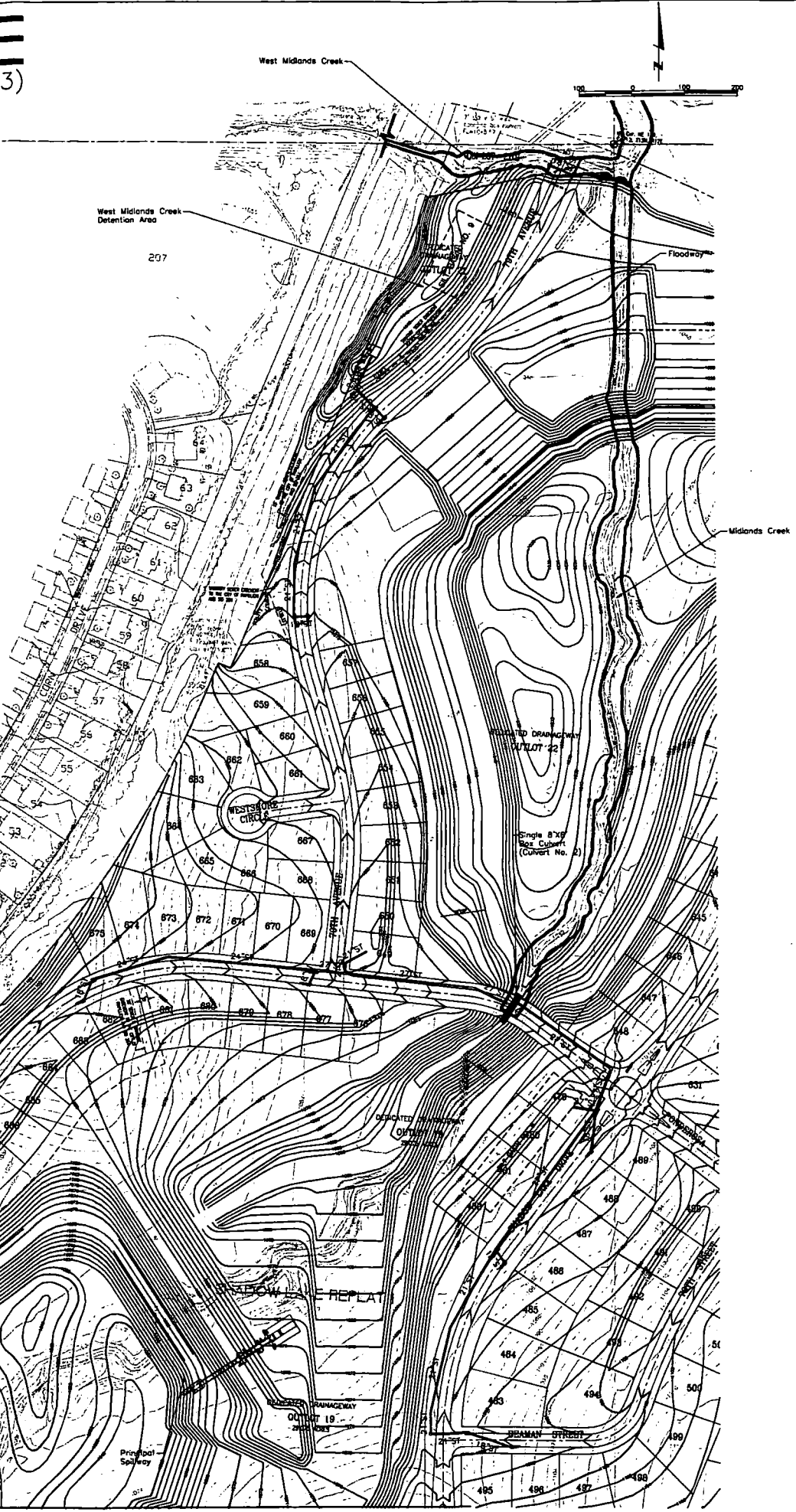
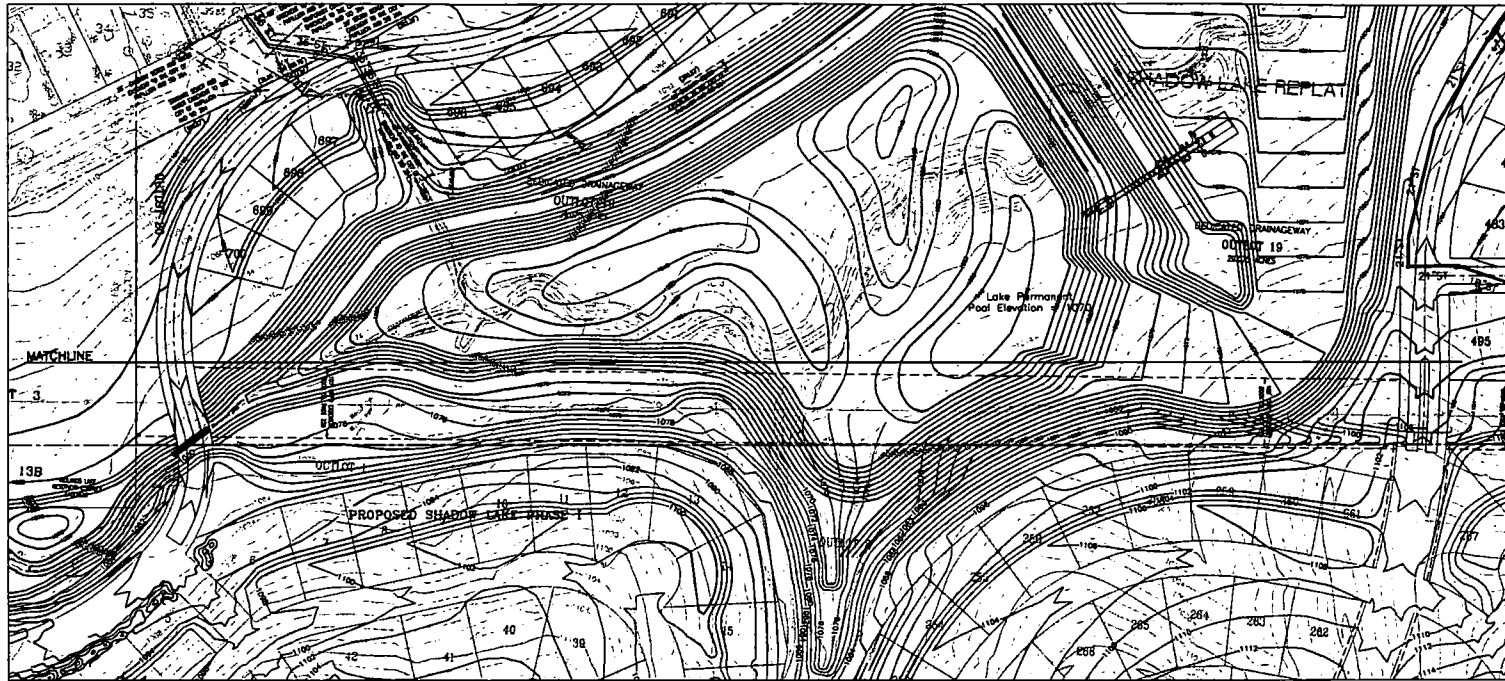
WWW.LBA-INC.COM  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68144-2037  
 Lamp, Rymanson & Associates, Inc.  
 Storm Sewer Exhibit  
 Job Number: 04031.02-002  
 Book: page  
 Date: 12/20/04  
 Sheet: 3 of 4

## EXHIBIT D-3

AW

# SHADOW LAKE

(LOTS 297-750 AND OUTLOTS 10-23)



**LEGEND**

	Proposed Contours		Existing Water
	Existing Contours		Existing Gas
	Proposed SST Basin		Existing Underground Power
	Proposed SSI Fence		Existing Overhead Power
	Proposed Level Terrace		Existing Telephone
	Proposed Interceptor Sault		Existing Cable Television
	Proposed Manhole		Existing Manhole
	Proposed Storm Sewer		Existing Curb Inlet
	Proposed Curb Inlet		Existing Area Inlet
	Proposed Area Inlet		Existing Flared End Section
	Proposed F.E.S.		Existing Fire Hydrant
	Proposed Catchment Structure		Existing Water Meter
	Proposed Drop Structure		Existing Water Valve
	Property Line		Existing Gas Valve
	Section Corner		Existing Power Pole And Out
	Existing Sanitary Sewer		Existing Street Light
	Existing Storm Sewer		Existing Fence
			Existing Tree

EXHIBIT D-4

Drawn by: DUS  
 Checked by: DUS  
 Designed by: DUS  
 Reviewed by: H.P.  
 Date: 12/20/04  
 Scale: As Shown  
 Project: 04031.02-002  
 Revision: 1  
 Date: March 21, 2005

WWW.LRA-INC.COM  
 (781) 402-4962/4968  
 (781) 402-4963/4967

Lamp, Rymannson & Associates, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

SHADOW LAKE PHASE II  
 PAVILLION, NEBRASKA

STORM SEWER EXHIBIT

Job Number-Book: 04031.02-002  
 Book: page  
 Date: 12/20/04  
 Sheet: 4 of 4

**ADDENDUM TO DEVELOPMENT/SUBDIVISION AGREEMENT  
SHADOW LAKE**

WHEREAS, on or about May 17, 2005, the City of Papillion ("City"), and Shadow Lake Development, L.L.C. , a Nebraska limited liability company, and its successors and assigns, ("Developer"), and Sanitary and Improvement District No. 264, Sarpy County, Nebraska ("District"), entered into a Development/Subdivision Agreement for the Shadow Lake residential and commercial development area.

WHEREAS, the parties hereto desire to make certain amendments, changes and additions to said Development/Subdivision Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and sufficient consideration, the parties agree as follows:

**SECTION 1**

That Subsection H be added to Section 2 of the May 17, 2005 Agreement, to provide as follows:

- H. There shall be no changes or modifications to the anticipated cost(s) or cost allocations as reflected on Exhibit "E" by more than ten percent (10%), unless the same are approved by a majority of those persons either elected or appointed to the Papillion City Council.

**SECTION 2**

That Section 4 of the May 17, 2005 Development/Subdivision Agreement be amended by the addition of Subsection F, which will read as follows:

- F. The District shall access a Five Hundred Dollar (\$500.00) fee per residential lot as a "storm water management fee" which shall be collected by the City on behalf of the District upon the issuance of a residential building permit. The City shall remit said collected storm water management fees to the District on a quarterly basis, or more frequently if the accumulated collected storm water management fees reach Ten Thousand Dollars (\$10,000.00). The reimbursement by the City to the District shall be

restricted for deposit into the District's bond fund and a reduction of the District's general obligation debt.


**SECTION 3**

That Section 4 of the May 17, 2005 Development/Subdivision Agreement be amended by the addition of Subsection G, which will read as follows:

- G. The City hereby approves the reimbursement of park acquisition costs to the Developer by the District, which shall be a general obligation of the District not to exceed Four Million Six Hundred Sixty-Nine Thousand Six Hundred Dollars (\$4,669,600.00). The City hereby approves the District generally obligating the trail acquisition and trail improvement costs not to exceed Seven Hundred Twenty-Eight Thousand Three Hundred Dollars (\$728,300.00).

All other terms and conditions of the May 17, 2005 Development/Subdivision Agreement not specifically changed or modified by this Addendum shall remain in full force and effect.

CITY OF PAPILLION, a Municipal Corporation


BY:   
Mayor James E. Blinn

Attest:


  
Jennifer Thomas, City Clerk



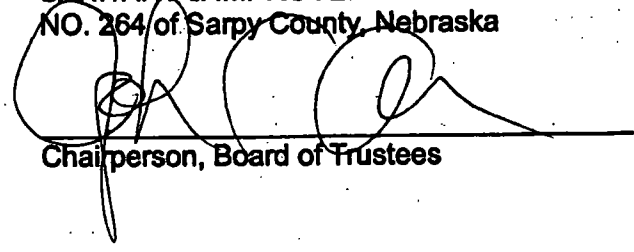
SHADOW LAKE DEVELOPMENT, L.L.C.,  
A Nebraska Limited Liability Company

BY:   
Developer

Attest:

  
Secretary

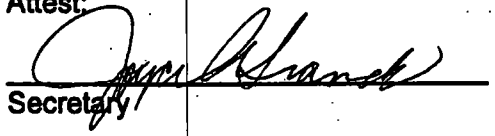
SANITARY & IMPROVEMENT DISTRICT  
NO. 264 of Sarpy County, Nebraska



---

Chairperson, Board of Trustees

Attest:



---

Secretary

**EXHIBIT "E"**

**SOURCE & USE OF FUNDS  
SUMMARY OF COSTS ESTIMATES  
SHADOW LAKE RESIDENTIAL - SID #264  
June 20, 2006**

Proposed Improvement	Quantity	Construction Cost	Total Cost	Special Assessment	General Obligation	Private	Reimbursable	Total
<b>SANITARY SEWER</b>								
Interior		\$1,749,200	\$2,786,300	\$2,500,200	\$286,100			\$2,786,300
Outfall		\$287,800	\$453,100	\$138,000	\$295,100		\$20,000	\$453,100
<b>STORM SEWER</b>								
Interior		\$1,726,100	\$2,584,900	\$112,200	\$2,472,700			\$2,584,900
Box Culverts		\$1,535,000	\$2,251,700	\$300,000	\$1,951,700			\$2,251,700
Midlands Lake Dam Cost		\$995,300	\$1,470,600	\$0	\$304,500		\$1,166,100	\$1,470,600
Shadow Lake Dam Cost		\$2,806,800	\$4,048,900	\$0	\$204,900		\$3,844,000	\$4,048,900
Schram Road Improvements		\$287,000	\$391,000	\$0	\$164,000		\$227,000	\$391,000
<b>PAVING</b>								
Minor		\$4,043,100	\$5,597,600	\$3,825,600	\$1,772,000			\$5,597,600
Major								
84th Street		\$497,300	\$749,000	\$0	\$538,500		\$210,500	\$749,000
Capehart Road		\$379,300	\$593,600	\$0	\$213,400		\$380,200	\$593,600
72nd Street		\$1,116,500	\$1,709,400	\$0	\$515,000		\$1,194,400	\$1,709,400
<b>PARKS</b>								
Acquisition		\$4,052,700	\$4,669,600	\$0	\$4,669,600			\$4,669,600
Improvements		\$513,600	\$728,300	\$0	\$728,300			\$728,300
<b>WATER</b>								
Interior		\$1,884,200	\$2,887,300	\$2,239,100	\$648,200			\$2,887,300
Capital Facility Charges	734 lots	\$1,733,700	\$2,034,300	\$1,017,200	\$1,017,100			\$2,034,300
<b>POWER</b>								
Single-Family	734 Lots	\$550,600	\$837,500	\$837,500	\$0			\$837,500
School	10.2 Ac	\$24,700	\$36,000	\$0	\$0		\$36,000	\$36,000
Commercial	20.4 Ac	\$49,500	\$76,300	\$76,300	\$0			\$76,300
<b>OTHER</b>								
Utility Relocation		\$40,000	\$52,200	\$0	\$52,200			\$52,200
<b>TOTAL</b>		<b>\$24,272,400</b>	<b>\$33,957,600</b>	<b>\$11,046,100</b>	<b>\$15,833,300</b>	<b>\$0</b>	<b>\$7,078,200</b>	<b>\$33,957,600</b>

Ba

# EXHIBIT "E"

## DEBT RATIO

### ASSUMPTIONS:

Average market value per Residential Home	=	\$325,000.00
Average market value per Villa Home	=	\$275,000.00
Commercial Land Value per square foot	=	\$8.00
Commercial Building Value per square foot	=	\$115.00
Apartment Land per square foot	=	\$0.00
Apartment Building per square foot	=	\$0.00

### ASSESSABLE VALUATION:

	<u>Number of Units/Sq. Ft.</u>	<u>Unit Price</u>	<u>Total</u>
Residential Home	653	\$325,000.00	\$212,225,000
Villa Home	81	\$275,000.00	\$22,275,000
Commercial Land	20.42	\$348,480.00	\$7,115,962
Commercial Building	215000	\$115.00	\$24,725,000
Apartment Land	0	\$0.00	\$0
Apartment Building	0	\$0.00	\$0
Total 100% Valuation			\$266,340,962
Total 90% Valuation			\$239,706,865

DEBT RATIO (90% Valuation)

6.61%

**SECOND ADDENDUM TO DEVELOPMENT/SUBDIVISION AGREEMENT  
SHADOW LAKE**

WHEREAS, on or about May 17, 2005, City of Papillion ("City"), and Shadow Lake Development, L.L.C., a Nebraska limited liability company, and its successors and assigns, ("Developer"), and Sanitary and Improvement District No. 264, Sarpy County, Nebraska ("District"), entered into a Development/Subdivision Agreement for the Shadow Lake residential and commercial development area.

WHEREAS, on or about June 20, 2006, the City, Developer and District entered into an Addendum to Development/Subdivision Agreement.

WHEREAS, the parties hereto desire to make certain amendments, changes and additions to said Development/Subdivision Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained and other good and valuable consideration, the parties agree as follows:

**SECTION 1**

The City, Developer and District acknowledge and confirm that Lots 730 through 749, inclusive and Outlots 12 and 19, Shadow Lake have been replatted as follows:

Lots 1 through 6, inclusive and Outlot 1, Shadow Lake Replat 1, being a replatting of Outlot 19, Shadow Lake, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

Lot 1 and Outlot 1, Shadow Lake Replat 2, being a replatting of Lots 730 through 749, inclusive and Outlot 12, Shadow Lake, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

**SECTION 2**

That a new paragraph I be added to Section 2 of the May 17, 2005 Development/Subdivision Agreement to provide as follows:

- I. Public improvements for Lots 325 through 331, Shadow Lake, which lots abut Leawood Circle, may be delayed. Building permits will not be issued for Lots 325 through 331, Shadow Lake, until the public improvements servicing those lots have been completed.



**SECTION 3**

That Section 5 of the May 17, 2005 Development/Subdivision Agreement be amended by deleting paragraph (a) in its entirety and substituting the following:

- (a) The Developer and District shall cause all improvements and public improvements to be constructed and installed in accordance with the terms and conditions of this Agreement. In addition, building permits will not be issued for Lots 325 through Lots 331, Shadow Lake, until the public improvements servicing those lots have been completed.

**SECTION 4**

That Section 7, paragraph (b) of the May 17, 2005 Development/Subdivision Agreement with respect to capital facilities fees is amended with respect to Shadow Lake Replats 1 and 2 as follows:

Shadow Lake Phase II, Replats 1 & 2  
Capital Facilities Fees

Add 6 R-3 lots @ \$1,500/lot	\$ 9,000.00
Add 4.15 Acres of commercial (MU) @ \$4,500/acre	\$ 18,675.00
Less 20 R-4 lots @ \$1,500/lot	(\$ 30,000.00)
Less .53 Acres of outlots @ \$4,200/acre	(\$ 2,226.00)
Total Credit to SID 264	(\$ 4,551.00)

The City shall reimburse the SID Four Thousand Five Hundred Fifty-One and No/100 Dollars (\$4,551.00).

**SECTION 5**

That Section 10 of the May 17, 2005 Development/Subdivision Agreement be amended by the addition of paragraph X, which will read as follows:

**X. Lot 1, Replat 2**

Lot 1, Replat 2, Shadow Lake, has been or will be rezoned from Residential (R-4) to Mixed Use District (MU).

All other terms and conditions of the May 17, 2005 Development/Subdivision Agreement and the Addendum of June 20, 2006 not specifically changed or modified by this Second Addendum shall remain in full force and effect.

CITY OF PAPILLION, a Municipal Corporation

BY: [Signature]  
Mayor James E. Blinn

Attest:

[Signature]  
Jennifer Niemier, City Clerk



SHADOW LAKE DEVELOPMENT, LLC  
a Nebraska Limited Liability Company

BY: [Signature]  
Developer

Attest:

[Signature]  
Secretary

SANITARY AND IMPROVEMENT DISTRICT  
NO. 264 OF SARPY COUNTY, NEBRASKA,  
a Nebraska Political Subdivision

BY: [Signature]  
Chairperson, Board of Trustees

Attest:

[Signature]  
Clerk, Board of Trustees

Bf

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2011-16660

07/07/2011 3:28:14 PM

*Clay J. Dowling*

COUNTER	<u>ah</u>	C.E.	<u>[Signature]</u>
VERIFY	<u>ah</u>	J.E.	<u>[Signature]</u>
PROOF			
FEES \$	<u>36.50</u>		
CHECK#			
CHG	<u>COP</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	

REGISTER OF DEEDS



**SECOND AMENDMENT  
TO  
DEVELOPMENT/SUBDIVISION AGREEMENT**

This Second Amendment to the Shadow Lake Development/Subdivision Agreement, made this 17th day of May, 2011, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 264 (hereinafter referred to as "DISTRICT"), ALCHEMY PARTNERS I, LLC a Nebraska limited liability company, and SHADOW LAKE DEVELOPMENT, LLC, a Nebraska limited liability company (hereinafter collectively referred to as "SUBDIVIDER"), and THE CITY OF PAPILLION, NEBRASKA, a municipal corporation (hereinafter referred to as "CITY") amends and modifies the Development/Subdivision Agreement adopted by RES. R05-0070 entered into by the parties on May 17, 2005.

WHEREAS, the SUBDIVIDER as the owner of the land desires to replat and develop Lot 750, Shadow Lake into Lots 1 and 2, and Outlot A, Shadow Lake Replat 5 as shown on the proposed plat attached hereto as Exhibit "A-2" (hereinafter referred to as "PROPERTY"); and

WHEREAS, the SUBDIVIDER proposes to build public improvements on the PROPERTY; and

WHEREAS, the SUBDIVIDER wishes to connect the system of sanitary sewers to be constructed within the PROPERTY to the sewer system of the City of Papillion; and

WHEREAS, the SUBDIVIDER and CITY desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the PROPERTY.

NOW, THEREFORE, in consideration of the above, the following is agreed between the parties hereto:

1. Public/Private Improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public and private improvements to be installed on the PROPERTY, i.e. storm sewer, sanitary sewer and paving of public and private streets (hereinafter referred to as "Improvements"). Private streets must be constructed to public street standards and may be constructed in an Outlot rather than publically dedicated right-of-way. All Improvements must receive the approval of the CITY prior to construction.

2. Water, Gas and Electrical Power. The SUBDIVIDER agrees to enter into agreements with (i) Black Hills/Nebraska Gas Utility Company, LLC regarding all gas line extensions on the PROPERTY; (ii) Omaha Public Power District for power lines to be installed on the PROPERTY; and (iii) The City of Papillion for water line extensions on the PROPERTY. Copies of all agreements with Black Hills/Nebraska Gas Utility Company, LLC and the Omaha Public Power District will be provided to the CITY within four (4) months from the date of this Agreement.

3. Installation of Public/Private Improvements. The SUBDIVIDER agrees to commence the timely and orderly installation of the Improvements following execution of this Agreement, pursuant to Chapter 170, Subdivision of Land, of the Papillion Municipal Code.

*RUR  
City of Papillion*

Exhibit L

Bg  
A

4. Payment for Public/Private Improvements. The SUBDIVIDER shall pay the cost of all of the paving, sanitary and storm sewer and water line improvements, all charges by Black Hills/Nebraska Gas Utility Company, LLC for gas line installation and charges by Omaha Public Power District for underground electrical service or overhead power installations. The credit or funds of the DISTRICT shall not be used for construction of any improvement or facilities identified on Exhibit "B".

5. Sidewalks. The SUBDIVIDER shall cause sidewalks along both sides of all public and private streets within the area to be developed to be constructed according to the following schedule:

(a) Sidewalks shown on Exhibit "B" shall be constructed based on the following schedule:

(1) The sidewalks on the west and south sides of the private street located in Outlot A shall be installed at the time of completion of the construction of an adjacent building.

(2) The sidewalk on the south side of Schram Road shall be installed at the time of construction of the first building on either Lot 1 or Lot 2 or at the time of construction of the public improvements on Schram Road.

(3) The sidewalk on the west side of 72<sup>nd</sup> Street shall be installed at the time of construction of the first building on either Lot 1 or Lot 2 or at the time of construction of the public improvements on 72<sup>nd</sup> Street.

(4) The sidewalks along all street frontages adjacent to Outlot 23, Shadow Lake must be installed at the time of construction of the first building on either Lot 1 or Lot 2 or at the time of construction of the public improvements on 72<sup>nd</sup> Street.

(b) In any event, all sidewalks shall be constructed upon both sides of all public and private streets within the property within three (3) years of the recording of the subdivision plat.

(c) All sidewalks, handicap accessible ramps, and crosswalks shall be designed and constructed in accordance with PROWAG.

6. Right to Connect to City Sewer System. The CITY hereby acknowledges that it has given the SUBDIVIDER the right to connect the sanitary sewer system of the PROPERTY to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees.

7. Repeal of Section 10. Section 10 of the May 17, 2005 Shadow Lake Development/Subdivision Agreement is hereby repealed because a separate Mixed Use Agreement for Shadow Lake Square is being adopted in conjunction with the approval of this amendment.

8. Payment of Watershed Fees. The SUBDIVIDER shall be responsible for payment of Watershed Fees in the amount of \$4,000 per gross acre for Lot 1 and \$3,300 per gross acre for Lot 2. The Watershed Fees for Lot 1 and Lot 2 shall be remitted by the SUBDIVIDER to the CITY upon issuance of a building permit on the respective lots on behalf of the DISTRICT. The Watershed Fees for Outlot A shall be calculated as follows: 50% of the gross acreage shall be paid at the rate of \$4,000 per gross acre and the remaining 50% of gross acreage shall be paid at \$3,300 per gross acre (which equates to \$3,650 per gross acre). The Watershed Fee for Outlot A shall be remitted by the SUBDIVIDER at the start of construction of the private street contained within Outlot A. The CITY shall remit said collected watershed fees to the DISTRICT. The reimbursement by the CITY to the DISTRICT shall be restricted for deposit into the DISTRICT'S bond fund and a reduction of the DISTRICT'S general obligation debt.

Bh B

9. **Schram Road Median Mitigation.** The construction of the extra wide 8' sidewalk along the 72<sup>nd</sup> Street frontage by the SUBDIVIDER will suffice as mitigation for the loss of landscaping required for construction of the 1/4 access on Schram Road.

10. **No Other Amendment.** Except as specifically set forth herein, the Development/Subdivision Agreement shall remain in full force and effect.

11. **Binding Effect.** This Second Amendment to the Development/Subdivision Agreement shall be binding upon the parties, their respective successors and assigns.

ATTEST:

THE CITY OF PAILLION, NEBRASKA

[Signature]  
Elizabeth Butler, City Clerk

[Signature]  
David F. Black, Mayor

SEAL:



DISTRICT:

SANITARY AND IMPROVEMENT DISTRICT NO. 264 OF SARPY COUNTY, NEBRASKA

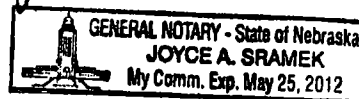
[Signature]  
By  
John C. Allen, Board of Trustees Chairperson

STATE OF NEBRASKA )  
  ) ss  
COUNTY OF SARPY )

On this 19<sup>th</sup> day of May, 2011, before me, a Notary Public in and for said County and State, personally appeared JOHN C. ALLEN, Board of Trustees Chairperson for SANITARY AND IMPROVEMENT DISTRICT NO. 264 OF SARPY COUNTY, NEBRASKA, who executed the above and foregoing Second Amendment to Development/Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said District.

[Signature]  
Notary Public

My commission expires: May 25, 2012



Bi         

**SUBDIVIDER:**

**ALCHEMY PARTNERS I, LLC,**  
a Nebraska limited liability company,

**By: Alchemy Development, LLC, a Nebraska  
limited liability company, Manager**

By: *Robert Hancock*  
Robert Hancock, President

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF SARPY        )

On this 16<sup>th</sup> day of May, 2011, before me, a Notary Public in and for said County and State, personally appeared ROBERT HANCOCK, President of Alchemy Development, LLC, a Nebraska limited liability company, Manager of ALCHEMY PARTNERS I, LLC, a Nebraska limited liability company, who executed the above and foregoing Second Amendment to Development/Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

*Elizabeth McCarty*  
Notary Public

My commission expires: April 28, 2013



**SUBDIVIDER:**

**SHADOW LAKE DEVELOPMENT, LLC,**  
a Nebraska limited liability company

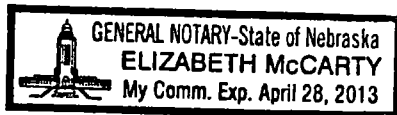
By: *John C. Allen*  
John C. Allen, Manager

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF SARPY        )

On this 9<sup>th</sup> day of May, 2011, before me, a Notary Public in and for said County and State, personally appeared JOHN C. ALLEN, Manager of SHADOW LAKE DEVELOPMENT, LLC, a Nebraska limited liability company, who executed the above and foregoing Second Amendment to Development/Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

*Elizabeth McCarty*  
Notary Public

My commission expires: April 28, 2013



Bj D

# EXHIBIT A-1

## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all corners, angle points and ends of curves on the boundary on the plat and that permanent monuments will be placed at all corners, angle points and ends of curves on all lots and streets within the subdivision to be known as Lots 1, 2 and Outlot A, SHADOW LAKE REPLAT 5, being a replatting of Lot 750, SHADOW LAKE, Sarpy County, Nebraska described as follows:

Commencing at the northeast corner of the Northeast Quarter Section 2, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska:

Thence South 02°43'31" East for 49.84 feet along the east line of said Section 2;

Thence South 87°16'29" West for 50.00 feet to the intersection on the south right of way line of Schram Road and the west right of way line of 72nd Street and the TRUE POINT OF BEGINNING;

Thence South 02°43'31" East for 1212.43 feet parallel with and 50.00 feet west of the east line of said Section 2;

Thence South 79°43'42" West for 166.36 feet;

Thence South 61°49'24" West for 172.34 feet to the east right of way line of Lakeview Drive;

Thence along said east right of way line for the following 9 (nine) courses.

1) Thence North 37°00'25" West for 114.03 feet;

2) Thence along a curve to the right (having a radius of 268.50 feet and a long chord bearing North 23°12'23" West for 128.10 feet) for an arc length of 129.34 feet;

3) Thence North 09°24'21" West for 151.36 feet;

4) Thence along a curve to the left (having a radius of 331.50 feet and a long chord bearing North 23°24'34" West for 160.44 feet) for an arc length of 162.04 feet;

5) Thence North 37°24'48" West for 241.84 feet;

6) Thence along a curve to the right (having a radius of 268.50 feet and a long chord bearing North 17°13'09" West for 185.37 feet) for an arc length of 189.27 feet;

7) Thence North 02°58'29" East for 71.21 feet;

8) Thence along a curve to the left (having a radius of 331.50 feet and a long chord bearing North 11°42'26" West for 168.04 feet) for an arc length of 169.89 feet;

9) Thence North 26°23'20" West for 75.91 feet to the south right of way line of Schram Road;

Thence along a curve to the right (having a radius of 1450.00 feet and a long chord bearing North 76°09'17" East for 568.03 feet) for an arc length of 571.72 feet along said south right of way line;

Thence North 87°27'01" East for 180.15 feet continuing along said south line to the Point of Beginning;

Contains 704,824 square feet or 16.253 acres.

Note: All exterior courses described above monumented with a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS-379 unless otherwise noted.

All other lots being created in the interior of this plat to be monumented with a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS-566 unless otherwise noted.



**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027  
www.LRA-Inc.com

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402.496.2730 | F

drawn by  
EAM

designed by

reviewed by  
WEK

project - task number  
0111006.01-003

date  
4-14-11

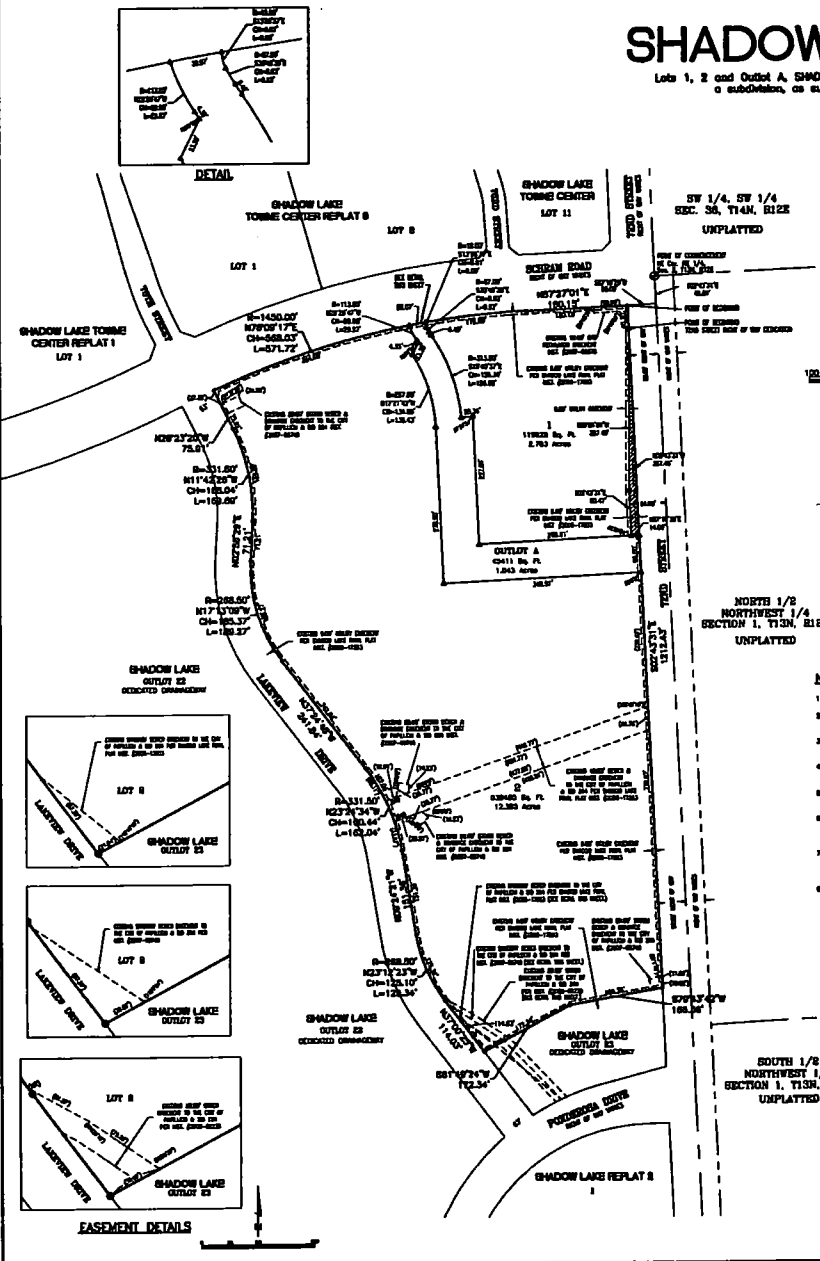
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# SHADOW LAKE REPLAT 5

Lots 1, 2 and Outlet A, SHADOW LAKE REPLAT 5, being a replating of Lot 750, SHADOW LAKE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

LOCATED RE:  
at 1/4 of 1/4 SECTION 2, T13N, R12E



### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I have no register or unpaid taxes due and that no personal exemptions have been allowed on all corners, single parcels and units of corners on the boundary on the plat and that no personal exemptions are to be placed on the corners, single parcels and units of corners on all lots and streets shown on the plat.

\_\_\_\_\_,  
Sarpy County Treasurer

### COUNTY SURVEYOR'S CERTIFICATE

This plat of Lots 1, 2 and Outlet A, SHADOW LAKE REPLAT 5 was prepared and accepted by the Sarpy County Surveyor's Office.

\_\_\_\_\_,  
Sarpy County Surveyor

### CITY ENGINEER'S CERTIFICATE

This plat of Lots 1, 2 and Outlet A, SHADOW LAKE REPLAT 5 was approved and accepted by the City Engineer of Papillion, Nebraska on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_,  
City Engineer

### APPROVAL OF PAVILION PLANNING COMMISSION

This plat of Lots 1, 2 and Outlet A, SHADOW LAKE REPLAT 5 was approved and accepted by the Pavilion Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_,  
Chairman, Pavilion Planning Commission

### APPROVAL OF PAVILION CITY COUNCIL

This plat of Lots 1, 2 and Outlet A, SHADOW LAKE REPLAT 5 was approved by the City Council of Papillion, Nebraska on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_,  
Mayor

### ZONING

RD-3000 USE  
Front yard building setback 10  
Rear yard building setback 10  
Street side yard building setback 10  
Rear yard building setback 10

### LAND SURVEYOR'S CERTIFICATE

I, KEVIN C. WILK, do hereby certify that I am a duly licensed land surveyor and that I have personally surveyed and platted the above described property and that the same is in accordance with the laws of the State of Nebraska.

\_\_\_\_\_,  
Kevin C. Wilk, Land Surveyor

### DEDICATION

DOE ALL PARTS OF THESE PRESENTS THAT THE SHADOW LAKE DEVELOPMENT, L.L.C. has dedicated to the City of Papillion, Nebraska, the following described property:

\_\_\_\_\_,  
Kevin C. Wilk, Land Surveyor

### LEGAL DESCRIPTION

72ND STREET DEDICATION  
That part of Lot 750, SHADOW LAKE a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, containing the following described property:

\_\_\_\_\_,  
Kevin C. Wilk, Land Surveyor

### OWNER'S CERTIFICATE

DOE ALL PARTS OF THESE PRESENTS THAT THE UNDERSIGNED AS OWNER OF THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND THIS PLAT, DO HEREBY CERTIFY AND WARRANT THAT THE PLAT, AND THE SAME SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA.

\_\_\_\_\_,  
Kevin C. Wilk, Land Surveyor

### ACKNOWLEDGEMENT OF NOTARY

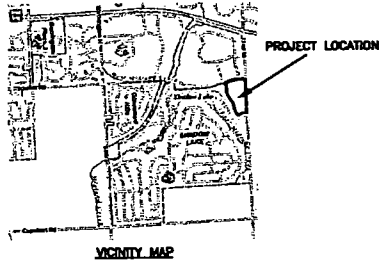
State of Nebraska }  
County of Sarpy }  
I, the undersigned, do hereby acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_,  
Notary Public

### NOTARY PUBLIC

By John C. Wilk, Managing Member of SHADOW LAKE DEVELOPMENT, L.L.C. a Nebraska Limited Liability Company, on behalf of said company.  
Witness my hand and seal the date aforesaid.

\_\_\_\_\_,  
John C. Wilk, Managing Member



## EXHIBIT A-2

Drawn by	_____
Designed by	_____
Checked by	_____
Reviewed by	_____
Final Plat	_____
File number-Name	0111008.01-003
Sheet page	3-16-11
Sheet	1 of 1

WWW.LDA-INC.COM  
(708) 402.496.2498  
(708) 402.496.2710

Lamp, Kymetson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68134-2027

SHADOW LAKE REPLAT 5 (Lots 1, 2 and Outlet A)  
PAPILION, SARPY COUNTY, NEBRASKA

FINAL PLAT

BR



