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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2010-11104

05/04/2010 9:39:37 AM

*Lloyd J. Dowding*

REGISTER OF DEEDS



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

*City of Papillion  
Beth McCarty  
122 East Third St.  
Papillion, NE 68046*

A

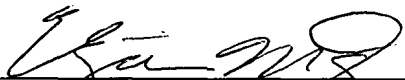
CERTIFICATE OF THE CITY CLERK  
CITY OF PAPIILLION

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

I, Elizabeth McCarty, City Clerk of the City of Papillion a municipal corporation, within and for the County of Sarpy, State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original Resolution No. R10-0051 –Subdivision Agreement for Sarpy County Ballpark that was passed and approved by the Papillion City Council at their meeting on March 16, 2010.

WITNESS my hand and seal on this 30th day of April, 2010.



  
\_\_\_\_\_  
Elizabeth McCarty, City Clerk for  
the City of Papillion

RESOLUTION NO. R10-0051

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that:

The Schewe Farms Subdivision Agreement is hereby approved contingent upon approval of:

- Schewe Farms Change of Zone, Ordinance #1583
- Schewe Farms Final Plat, Resolution #R10-0050

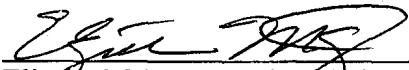
PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF March, 2010.

CITY OF PAPIILLION, NEBRASKA

  
 \_\_\_\_\_  
 David P. Black, Mayor

Attest:

(SEAL)

  
 \_\_\_\_\_  
 Elizabeth McCarty, City Clerk



C

**SUBDIVISION AGREEMENT**

THIS AGREEMENT made this 16<sup>th</sup> day of March, 2010, by and between **SCHEWE FARMS, INC.**, a Nebraska corporation, and **WESTERN SPRINGS LAND CORPORATION**, a Nebraska corporation (collectively hereinafter referred to as "Developer" or "Developers"); **SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "District"); and the **CITY OF PAPILLION**, a municipal corporation, (hereinafter referred to as "City"). Sarpy County will hereinafter be referred to as "County".

WITNESSETH:

WHEREAS, Developers are the owners of the parcels of land described in Exhibit "A", attached hereto and herein referred to as the "area to be developed", which area to be developed is within City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve a specific platting of the area to be developed, said area to be developed; and

WHEREAS, Developer has requested City to forbear from annexing the area to be developed until after December 31, 2011, to allow construction of public improvements through Sanitary and Improvement District No. 290 created by Developer (hereinafter referred to as "District"); and

WHEREAS, Developer wishes to connect the system of sewers and water to be constructed by the District within the area to be developed with the sewer and water systems of the City/County; and

WHEREAS, Developer and City wish to agree upon the manner 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 specifically benefit property in the area to be developed and adjacent thereto, and to what extent the cost of the same shall be specially assessed all as more specifically described in the Source and Use of Funds attached as Exhibit "C".

D

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I.

Developer and City agree that the credit of the District created by Developer shall be used for the construction of the following public improvements:

- A. Grading of street right-of-way except for initial site grading which shall be done privately. Initial site grading shall include adjacent or abutting street right-of-way.
- B. Construction of and concrete paving of all streets dedicated per plat (Exhibit "D").
- C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "B"), pursuant to sanitary sewer plans heretofore prepared by Lamp, Rynearson & 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 "B"), and underground power within the area to be developed, and contracting with a public gas company for a gas distribution system.
- F. Capital facilities charges to the City of Papillion.
- G. An interceptor sewer to serve the area known as the Western Springs Outfall Sanitary Sewer.
- H. A civil defense and storm warning system.
- I. Closure of temporary storm water basins on and off site as shown on Exhibit "F" in accordance with Section III.L.
- J. Sarpy County sewer connection fees. Fees will be paid to the City and the City will be responsible for reimbursing the County per the Interlocal Cooperation Agreement between the City and County (adopted by Res. #R10-0038).
- K. Off site road improvements. In order to facilitate public improvements to streets, intersections and traffic signal devices

E

outside the jurisdiction of the District, the District shall enter into an Interlocal Cooperation Agreement(s) satisfactory to the City and include as parties, when necessary, Sarpy County and any future abutting Sanitary Improvement Districts to construct and maintain such improvements as may be reasonably required by the City.

II.

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 and on Exhibit "C". By way of specification and not by way of limitation, the parties agreed that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction of other acquisition or improvement of any swimming pool, golf course, park, playground or other recreational facility, without approval by Resolution of the City Council.

III.

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 generally defrayed as follows and as identified in Exhibit "C" attached hereto and incorporated herein by this reference as the Source and Use of Funds. Construction overruns and/or change orders totaling up to ten percent (10%) of any individual contract as described in Exhibit "C" may be submitted for approval prior to the work being started. If the work is approved by the City Administrator and the City Engineer, the total cost of the work may be added to the contract and Exhibit "C". If the work is not approved by the City Administrator and City Engineer, the work shall be included in the statements of cost and specially assessed evenly against the assessable property within the District. Alternatively the work may be done privately. In no case shall the general obligation costs of the District exceed \$ 8,182,300.00 (the amount shown as the total general obligation Exhibit "C"), at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the general obligation debt to the required amount.

- A. Except as otherwise approved by the City herein, one hundred percent (100%) of the entire cost of grading street right-of-way including intersection shall be paid for by the Developer. Grading associated with coring of streets and backfilling after paving may be performed by the District and the cost associated therewith shall be apportioned in the same proportion as the paving project.
- B. Except as otherwise approved by the City herein, one hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefitted, except that the cost of the paving and construction of street intersections shall be borne by the general obligation of the District and one-half (1/2) of the cost of any

F

pavement adjacent to an outlot shall be borne by the general obligation of the District and the cost of pavement thickness in excess of six (6) inches for reinforced concrete or seven (7) inches for plain concrete shall be borne by the general obligation of the District and the cost of pavement width in excess of twenty-five (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. Cost of street signs and installation may be borne by the general obligation of the District.

- C. Except as otherwise approved by the City herein, one hundred percent (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 benefitted. 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 eight (8) inches and water mains in excess of eight (8) inches, the cost in excess of the cost of eight (8) inch sanitary sewers and/or eight (8) inch water mains will be borne by the general obligation of the District, one-half (1/2) of the cost of any sanitary sewer or water mains adjacent to an outlot shall be borne by the general obligation of the District, the cost of construction of temporary sanitary sewer lift stations shall be borne by the general obligation of the District (subject to reimbursement under the terms of the Sarpy County/Papillion Interlocal Cooperation Agreement approved by Res. #R10-0038), 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. The cost of the exterior water line to serve the area to be developed as described on the attached Exhibit "E" shall be paid by the City. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the Code of the City of Papillion, fire hydrants shall be provided by the subdivider. The type of hydrant and control valves and the location of the hydrant must be approved by the Fire Chief.
  
- D. Except as otherwise approved by the City herein, one hundred percent (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 forty-eight (48) inches inside diameter the difference in cost between the actual storm sewer constructed and a forty-eight (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 forty-eight (48) inches. Culvert crossings perpendicular to street center lines may be generally obligated for a length not exceeding the width of the right-

G

of-way, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

- 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 the provisions of Paragraph I-F and G, 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. District is to install decorative lighting at the locations identified on Exhibit "G". The District is to pay the cost differential so the rate is similar to the rate for standard lighting. The cost differential may be a general obligation of the District. The cost of contract charges paid to the Omaha Public Power District for lighting of public streets shall be paid out of the General Fund of the District
  
- F. Capital Facilities Charges to the City of Papillion in the amount of \$817,422.60. Not less than fifty percent (50%) of gross capital facility charges paid to the City of Papillion shall be specially assessed against properties served. Capital Facilities Charges will be assessed at time of Final Plat approval and shall be paid prior to District's levy of special assessments. No new building permits will be issued prior to payment of Capital Facilities Charges.
  
- G. One hundred (100%) percent of the exterior sewer known as the Western Springs Outfall Sanitary Sewer shall be a general obligation of the District. The District shall be reimbursed for costs attributable to such sewer from the Western Springs Outfall Fund after the City's existing obligations for reimbursements have been paid. Such agreement will be more particularly described in the Interlocal Cooperation Agreement for the Western Springs Outfall Sewer, which District shall enter into with the City.
  
- H. Except as otherwise approved by the City herein, one hundred percent (100%) of the entire cost of sidewalk construction located within the District will be paid by special assessment against the property specially benefitted. At the locations identified on Exhibit "G", the cost of sidewalk width in excess of five (5) feet on 120<sup>th</sup> Street, a ten (10) foot sidewalk on 126<sup>th</sup> Street, sidewalks abutting outlots, and sidewalks adjacent to unplatted ground along Lincoln Road east of 120<sup>th</sup> Street shall be borne by general obligation of the District.
  
- I. The City of Papillion and/or Sarpy County, Nebraska shall construct the exterior sewer known as the Baseball Stadium Outfall Sewer. The District shall pay sewer connection fees in the amount of \$97,130.00 for the District's connection to the Baseball Stadium Outfall Sewer. Fifty percent



(50%) of the entire cost of the sewer connection fees will be paid by special assessment against the property specially benefitted and fifty percent (50%) shall be borne by the general obligation of the District.

- J. One hundred (100%) percent of the cost of the Emergency Vehicle Preemption device to be installed on traffic signal arms shall be a general obligation of the District.
- K. There shall be installed in the subdivision or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure built in said subdivision, 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 attack warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as a general obligation cost. If existing coverage is available, subdivision will pay its pro-rata share of siren cost based on the areas of coverage as determined by the City Engineer.
- L. Developer covenants and agrees that it assumes the sole obligation for the construction of the temporary sedimentation basin(s). The maintenance costs of Outlots, including sediment removal from basins and traps for maintenance purposes, shall be the responsibility of the Developer until such time as Schewe Farm outlots are in a stable vegetated state and sedimentation from the Schewe Farms subdivision/development is such that basins and traps are no longer required as a sediment trap for the construction of the development. The engineers for the Developer and District shall notify the City that, in their professional opinion, the basins and traps are no longer required as a sediment trap. The City, Developer and District shall make a mutual reasonable determination that the above provisions have been met, and at such time, the District shall assume all maintenance responsibilities. The City shall permit the District to expend up to \$237,700.00 in total costs for silt basin removals. Total costs in excess of \$237,700.00 shall be the responsibility of the Developer. Any payment made to the District for sale of or easement placed on an Outlot shall be used to offset the General Obligation debt of the District. The District may transfer maintenance responsibility of an Outlot to the Papio-Missouri Natural Resources District if mutually agreed.

Water quality and quantity controls required by the Papillion Creek Watershed Partnership (PCWP) for all lots shall encompass the total lot area and an equivalent area of one-half (1/2) of all abutting right-of-way. Controls will be performed and paid for by the individual lot owners.

Maintenance responsibilities for individual lot controls shall be borne by lot owners, their successor and assigns.

- M. Street sweeping shall be performed on a semi-annual basis after completion of infrastructure improvements and shall be paid through the general fund of the District.
- N. Neighborhood Park. If Lot 13 is not developed as a school site, a neighborhood park may be required within Phase I or II at a location mutually agreed by the District and the City.

IV.

For the purposes of Paragraph III, supra, and Paragraph VIII, infra, the following words and phrases shall have the following meanings:

- A. "Entire cost" of a type of improvement shall be deemed to include:
  - 1) the amount paid to contractor; and
  - 2) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, penalties, forfeitures, default charges, fiscal fees paid and interest accrued to the date of levy of special assessments.
- B. "Property benefitted" shall mean property benefitted 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 three hundred (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.
- C. "Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

J

V.

City covenants and agrees:

- A. That should City annex the entire area of the District created by Developer prior to the District's levy of special assessments for the improvements authorized in Paragraph I hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Paragraph III, hereof, supra.
- B. That the District created by Developer may connect its sanitary sewer system and water system to the City/County sanitary system and City water system pursuant to the terms and conditions of a sewer and water connection agreement between City and said District.
- C. Any time the Sanitary Improvement District is put on written notice by the City of Papillion that the City is conducting an investigation to determine the feasibility of annexing said Sanitary Improvement District boundaries, then the Sanitary Improvement District shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget, without first obtaining permission of the City of Papillion, which permission must be granted by a majority vote of those members elected or appointed to the Papillion City Council.

VI.

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

- A. 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 subdivisions and testing procedures therefor. The District shall not solicit bids for public improvements until after the plans therefor have been approved by the City Engineer or City Administrator, and no construction shall begin, and no contract let until such time as the City approves any such bids.
- B. Upon request by the City, the District shall forward all results of construction tests to the City of Papillion Public Works Department and City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer, which review for approval shall be expeditiously made.

K

- C. The District shall not contract or pay for any work that is performed by the Developer, or is performed by any company to which it or its principals are related.
- D. 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 as determined by City's engineer. Said easements shall be in form satisfactory to the City's attorney and City's engineer.
- E. 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; and
    - b) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, penalties, forfeitures, default charges, fiscal fees paid and interest accrued to the date of levy of special assessments.
  - 4. District agrees to obtain written approval of the City of proposed assessments 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.
- F. The District shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof 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.
- G. The District shall provide the City ten (10) days notice of its annual budget meeting along with its tax requests.
- H. Sanitary Improvement District shall furnish to the City of Papillion copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least thirty (30) days prior to the Board of Trustee's meeting to consider and/or adopt a proposed budget.

L

- I. District warrants that it will provide City with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and the District shall also provide to the City actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.

VII.

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. 290. The fee shall be allocated to special assessments and general obligation in the same proportion as the costs of the particular construction project.

VIII.

The parties mutually agree that in the event City shall annex any part of the area to be developed and said annexation shall not include the entire territory of the District created by Developer, then a division of assets and liabilities of said District in connection with such partial annexation of the District shall be made strictly on the basis of assets and liabilities of this District attributable to the area annexed by the City, and City shall not be required to assume in connection with such partial annexation any indebtedness of such District which is attributable to improvements in or expenses incurred in connection with areas other than the area so annexed by the City.

IX.

The parties mutually agree that the City of Papillion will provide water, sanitary sewer, storm sewer locating services as well as any other utilities that Papillion or the District is responsible for. District will provide City of Papillion with up-to-date as-built drawings of utilities owned and located within District boundaries. District agrees to pay \$40.00 per call for locates that are required within their District boundaries to the City of Papillion as received over the One Call System.

The City of Papillion will invoice said District for the required payment for services on an annual basis and District will have thirty (30) days in which to make payment after receiving invoice. The City of Papillion shall maintain records of all costs incurred within District boundaries for locating services and District shall have the right to audit and review such records at any time to assure that such records are accurate.

X.

Lots 1 through 8, inclusive of the development have 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:

- A. **Definitions.** For 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:
  - 1) “Site Improvement” shall mean any building, parking, landscaping, signage, fencing or other related structure.
- B. **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 Lots 1 through 8, inclusive, the Developer shall submit for approval by the City Council, a Mixed Use Development 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 Lots 1 through 8, inclusive, if applicable, or alternatively, a site plan and Mixed Use Agreement for each individual development project, to be approved through a special use permit procedure, as defined in Section 205-30 of the Papillion Code.
- C. **Permitted Uses.** Except as otherwise allowed by this Agreement, the Mixed Use District shall be developed in accordance with the applicable permitted uses set forth in Exhibit “H”. The permitted uses will be incorporated into any Mixed Use Agreement, and as such are subject to review and amendment.
- D. **Multifamily (R-4 Zoned) Lots.** The City, at its discretion, may require a Development Agreement for Lots 9 through 13, inclusive prior to issuance of any building permits.
- E. One monument sign may be erected near 126<sup>th</sup> and Highway 370 and one monument sign may be erected near 120<sup>th</sup> and Highway 370 without the submittal and approval of a Mixed Use Development Agreement. A sign permit will be required and the sign must adhere to all requirements of the GC General Commercial Zoning District and the Highway 370 Overlay District.

F. All new building permits will be subject to the Watershed fee as described in the Papillion Master Fee Schedule and agreed to by the Papillion Creek Watershed Partnership.

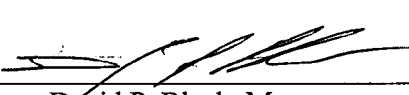
XI.

- A. 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. Developer shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- C. Parties to this Agreement 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 Agreement.
- D. No elected official or any officer or employee of the City of Papillion shall have a financial 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 City 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 or Ordinances.

ATTEST:

CITY OF PAPIILLION, a Nebraska  
Municipal Corporation

  
 \_\_\_\_\_  
 Elizabeth McCarty, City Clerk

By   
 \_\_\_\_\_  
 David P. Black, Mayor



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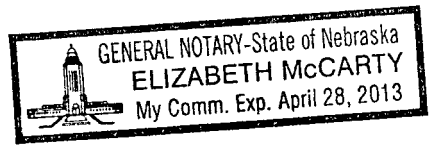
SANITARY AND IMPROVEMENT DISTRICT  
NO. 290 OF SARPY COUNTY, NEBRASKA

By Gerald L. Torczon  
Gerald L. Torczon, Chairman

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY    )

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, Chairman of Sanitary and Improvement District No. 290 of Sarpy County, Nebraska, a Nebraska political subdivision, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such political subdivision.

Witness my hand and Notarial Seal this 25<sup>th</sup> day of March, 2010.



Elizabeth McCarty  
Notary Public



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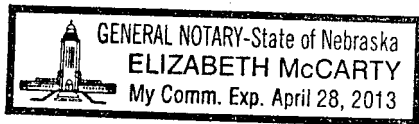
SCHEWE FARMS, INC., a Nebraska corporation

By: Margaret Langpaul  
Margaret Langpaul, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Margaret Langpaul, President of Schewe Farms, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 25<sup>th</sup> day of March, 2010.



[Signature]  
Notary Public

Q

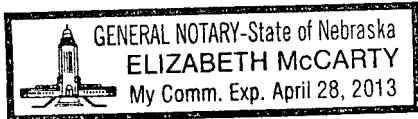
WESTERN SPRINGS LAND CORPORATION,  
a Nebraska corporation

By: *Gerald L. Torczon*  
Gerald L. Torczon, President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, President of Western Springs Land Corporation, a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 25<sup>th</sup> day of March, 2010.



*Elizabeth McCarty*  
Notary Public

**SUBDIVISION AGREEMENT  
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IV	Definitions
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B	Final Plat
C	Source and Use
D	Streets and Storm Sewer
E	Sanitary and Water
F	Sediment and/or Detention
G	Park and Trail and Decorative Lighting
H	Permitted Use Types

# EXHIBIT A

## 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 (5/8" x 24" rebars with 1 1/4" plastic cap stamped LS 692 or substitute as defined by the Minimum Standards adopted by the Nebraska Board of Examiners for Land Surveyors) will be placed at all angle points, corners and ends of all curves on all lots and streets in the subdivision to be known as SCHEWE FARMS, Lots 1 through 13 and Outlots A through E, being a platting of the Southeast Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, TOGETHER WITH Part of the Northeast Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, AND ALSO TOGETHER WITH the West Half of the Southwest Quarter of Section 29, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, EXCEPT that part taken for Highway Right of Way, the entire parcel described as follows:

Commencing at a 2" Brass Cap "Sarpy County Govt Corner" at the Southwest corner of the Southeast Quarter of said Section 30;

Thence North 02°30'53" West (bearings referenced to Nebraska State Plane NAD83-2008) for 229.07 feet along the west line of said Southeast Quarter of Section 30 to a 5/8" rebar with 1 1/4" red plastic cap stamped "TD2 LS 475" at the north right of way line of State of Nebraska Highway 370 and the TRUE POINT OF BEGINNING;

Thence North 02°30'53" West for 2414.94 feet to a 5/8" rebar with 1 1/4" red plastic cap stamped "TD2 LS 475" at the southwest corner of the Northeast Quarter of said Section 30;

Thence North 02°31'08" West for 52.11 feet along the west line of the Northeast Quarter of said Section 30;

Thence along a curve to the right (having a radius of 72.00 feet and a long chord bearing North 74°26'58" East for 74.06 feet) for an arc length of 77.79 feet;

Thence along a curve to the right (having a radius of 172.50 feet and a long chord bearing South 68°11'13" East for 38.54 feet) for an arc length of 38.62 feet;

Thence along a curve to the left (having a radius of 172.50 feet and a long chord bearing South 67°30'59" East for 34.53 feet) for an arc length of 34.59 feet;

Thence North 87°08'05" East for 1623.02 feet;

Thence North 41°32'50" East for 272.30 feet;

Thence North 02°30'53" West for 290.35 feet;

Thence North 47°48'58" East for 573.62 feet;

Thence North 54°05'33" East for 97.55 feet;

Thence North 87°37'02" East for 181.13 feet to the east line of the Northeast Quarter of said Section 30;

Thence South 02°22'58" East for 937.51 feet to a 2" brass cap "Sarpy County Govt Corner" at the northwest corner of the Southwest Quarter of said Section 29;

Thence North 87°14'31" East for 1330.68 feet to the northeast corner of the West Half of the Southwest Quarter of said Section 29;

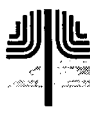
Thence South 02°26'48" East for 2444.39 feet along the east line of said West Half of the Southwest Quarter of Section 29 to the north right of way line of State of Nebraska Highway 370, said point lies North 02°26'48" West for 207.04 feet from the southeast corner of said West Half of the Southwest Quarter of Section 29;

Thence along the north right of way line of State of Nebraska Highway 370 for the following ten (10) courses;

- 1) Thence North 78°37'49" West for 238.98 feet;
- 2) Thence South 78°14'30" West for 167.41 feet;
- 3) Thence South 80°48'52" West for 429.45 feet;
- 4) Thence North 03°39'29" West for 115.00 feet;
- 5) Thence South 86°15'20" West for 507.15 feet to 5/8" rebar stamped "TD2 LS 475" at the east line of the Southeast Quarter of said Section 30, said point lies North 02°23'05" West for 296.50 feet from the southeast corner of the Southeast Quarter of said Section 30;
- 6) Thence South 23°08'29" West for 111.57 feet to a 5/8" rebar with 1 1/4" red plastic cap stamped "TD2 LS 475";
- 7) Thence South 86°50'27" West for 450.05 feet to a 5/8" rebar with 1 1/4" red plastic cap stamped "TD2 LS 475";
- 8) Thence South 85°14'52" West for 998.58 feet to a 5/8" rebar with 1 1/4" red plastic cap stamped "TD2 LS 475";
- 9) Thence North 87°03'47" West for 903.60 feet to a 5/8" rebar with 1 1/4" red plastic cap stamped "TD2 LS 475";
- 10) Thence South 83°19'25" West for 252.55 feet to Point of Beginning.

Contains 237.340 acres as field measured.

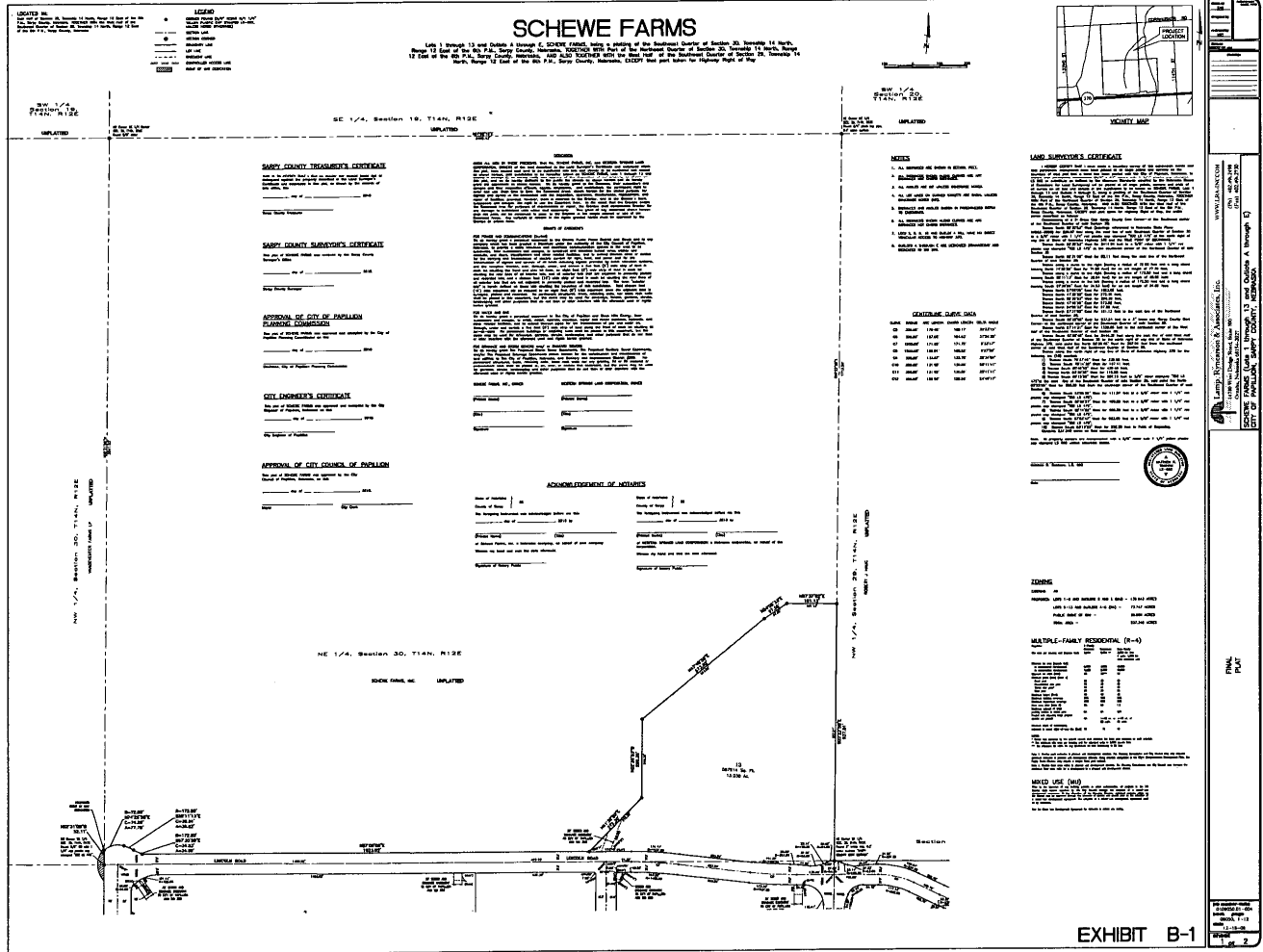
Note: All property corners are monumented with a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 692 unless otherwise stated.

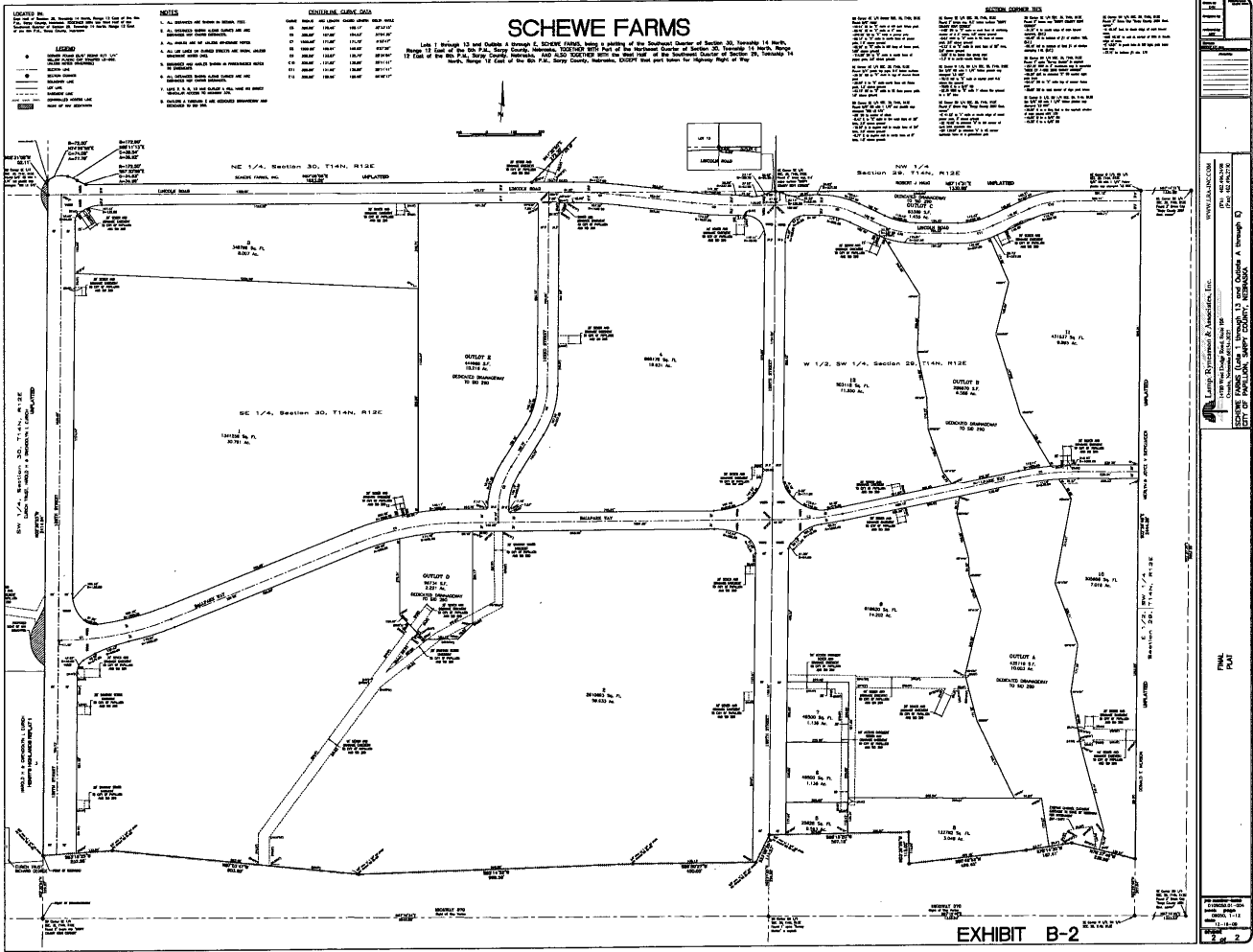
 **Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: EAM  
designer: MRT  
job number-tasks: 09050.01-004  
date: 12-16-09  
book: 09050 page: 1-12  
file name: 09050F101 18X30.dwg







**EXHIBIT C-1**

**SOURCE & USE OF FUNDS  
SUMMARY OF COST ESTIMATES  
SCHEWE FARMS-SID #290  
March 11, 2010**

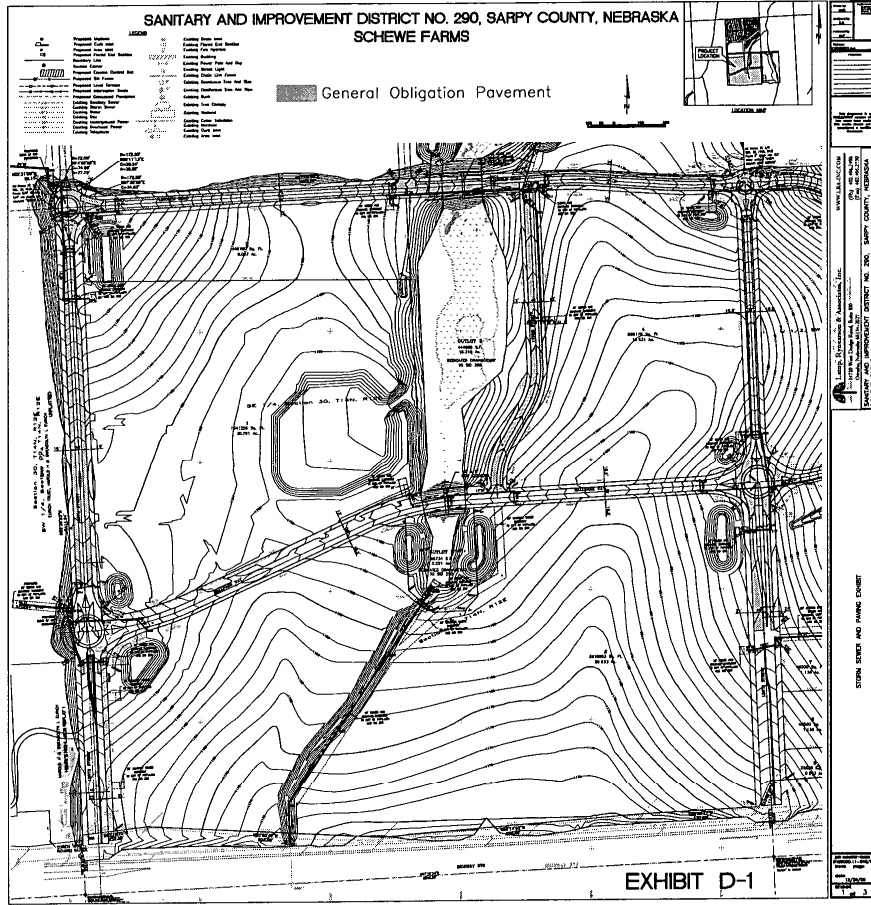
Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Sarpy County Reimbursable	Future SID Reimbursable	City of Papillion Reimbursable	Developer Private
<b>LAND COST</b>										
Sarpy County Stadium Land Donation	31	AC	\$4,050,000.00	\$4,050,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,050,000.00
<b>PRIVATE DEVELOPMENT EXPENSES</b>										
Grading, Engineering, Testing, Legal	1,775,000	CY	\$2,250,000.00	\$2,250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250,000.00
<b>SANITARY SEWER</b>										
Interior, Section I	14,425	LF	\$530,400.00	\$767,000.00	\$145,200.00	\$621,800.00	\$0.00	\$0.00	\$0.00	\$0.00
Western Springs Outfall Section I	2,478	LF	\$206,600.00	\$303,700.00	\$0.00	\$96,700.00	\$0.00	\$0.00	\$207,000.00	\$0.00
Western Springs Outfall Section II	2,650	LF	\$275,800.00	\$405,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$405,300.00	\$0.00
Western Springs Outfall Section III	9,250	LF	\$1,450,600.00	\$2,132,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,132,000.00	\$0.00
Temporary Outfall West	3,000	LF	\$247,000.00	\$357,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$357,100.00	\$0.00
Connection Fees	1	LS	\$97,100.00	\$115,100.00	\$0.00	\$57,500.00	\$0.00	\$0.00	\$57,600.00	\$0.00
<b>STORM SEWER</b>	11,665	LF	\$2,916,300.00	\$4,270,500.00	\$3,612,600.00	\$132,900.00	\$287,300.00	\$0.00	\$0.00	\$237,700.00
<b>PAVING</b>										
Interior Streets	67,990	SY	\$2,931,800.00	\$4,101,800.00	\$1,805,400.00	\$1,176,100.00	\$1,120,300.00	\$0.00	\$0.00	\$0.00
Highway 370 Improvements	15,000	SY	\$617,300.00	\$722,300.00	\$722,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Highway 370 Access Improvements	3,300	SY	\$220,400.00	\$318,700.00	\$212,500.00	\$0.00	\$0.00	\$106,200.00	\$0.00	\$0.00
132nd Street Improvements	1,253	SY	\$75,600.00	\$88,400.00	\$88,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SIDEWALKS/TRAILS</b>	68,000	SF	\$285,600.00	\$402,800.00	\$319,600.00	\$83,200.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>WATER</b>										
Interior	12,560	LF	\$687,300.00	\$969,700.00	\$316,500.00	\$653,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Facilities Charge	180.0	AC	\$817,400.00	\$953,000.00	\$476,500.00	\$476,500.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>POWER</b>	149.0	AC	\$623,200.00	\$824,700.00	\$203,800.00	\$620,900.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>CIVIL DEFENSE SIREN</b>	1	EA	\$30,000.00	\$42,500.00	\$42,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PLAN REVIEW FEE</b>	1	%	\$85,500.00	\$96,000.00	\$64,300.00	\$31,700.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>			<b>\$18,397,900.00</b>	<b>\$23,170,600.00</b>	<b>\$8,009,600.00</b>	<b>\$3,950,500.00</b>	<b>\$1,407,600.00</b>	<b>\$106,200.00</b>	<b>\$3,159,000.00</b>	<b>\$6,537,700.00</b>

**VALUATION ASSUMPTIONS**

Retail/Mixed Use (Includes Land Value)	485,000	SF	@ \$144.00	= \$	69,840,000
Ice Arena Value Per Square Foot (Includes Land Value)	4,500	Seat	@ \$15,000,000.00	= \$	15,000,000
Hotel Value Per Room (Includes Land Value)	210	Rooms	@ \$70,000.00	= \$	14,700,000
Apartment Per Unit (Includes Land Value)	624	Units	@ \$50,000.00	= \$	31,200,000
Office Value Per Square Foot (Includes Land Value)	115,000	SF	@ \$150.00	= \$	17,250,000
Assisted Living Per Unit (Includes Land Value)	250	Units	@ \$100,000.00	= \$	25,000,000

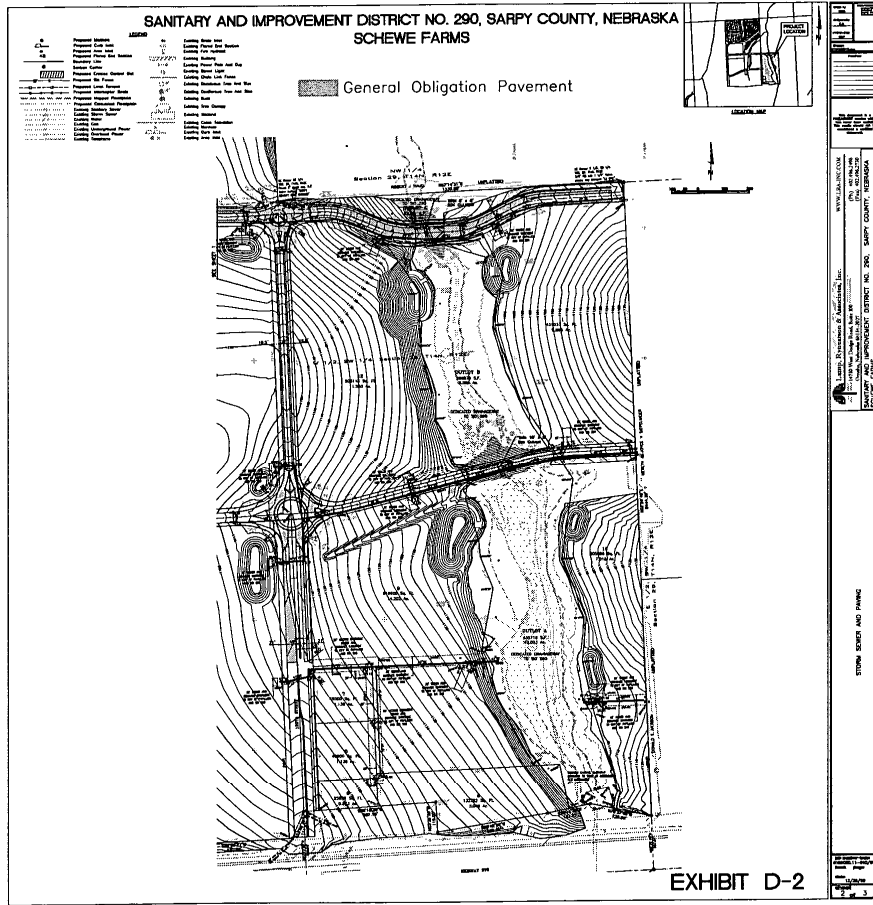
**ASSESSABLE VALUATION**

Total 100% Valuation =	\$	172,990,000.00
Total 90% Valuation =	\$	155,691,000.00
DEBT RATIO =		5.14%



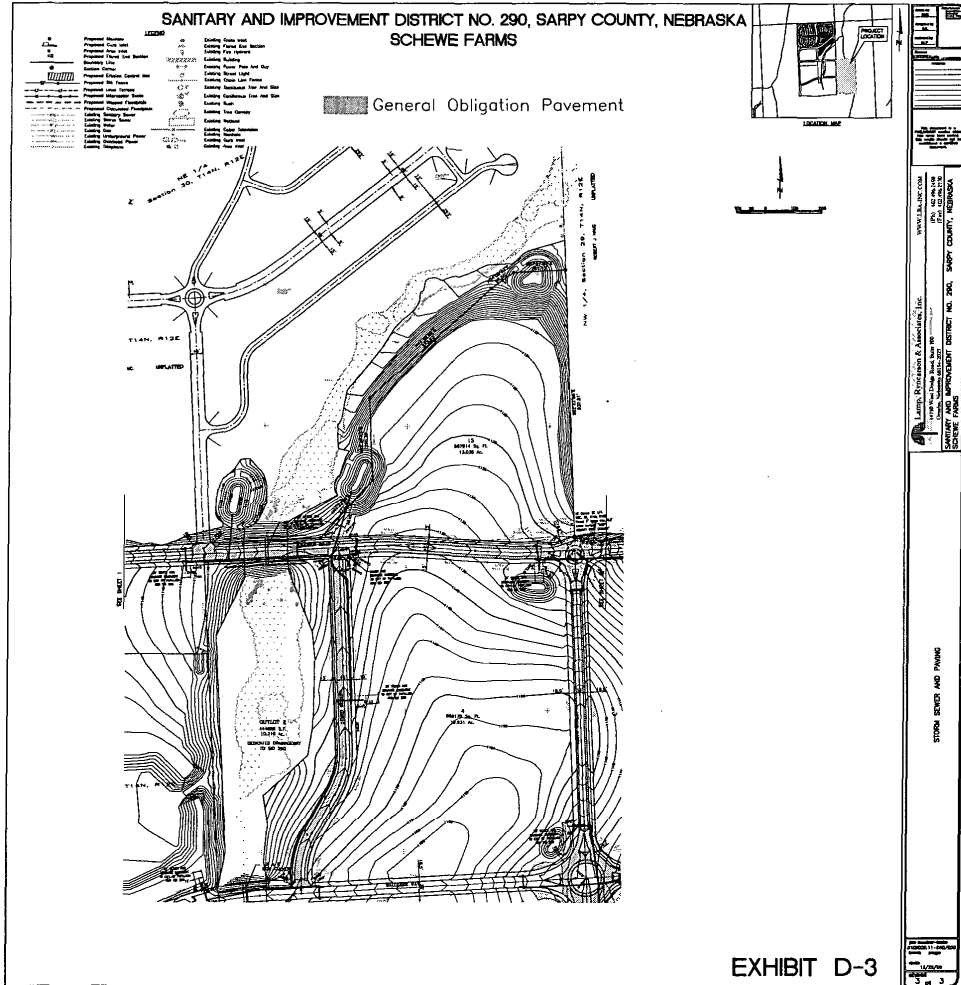
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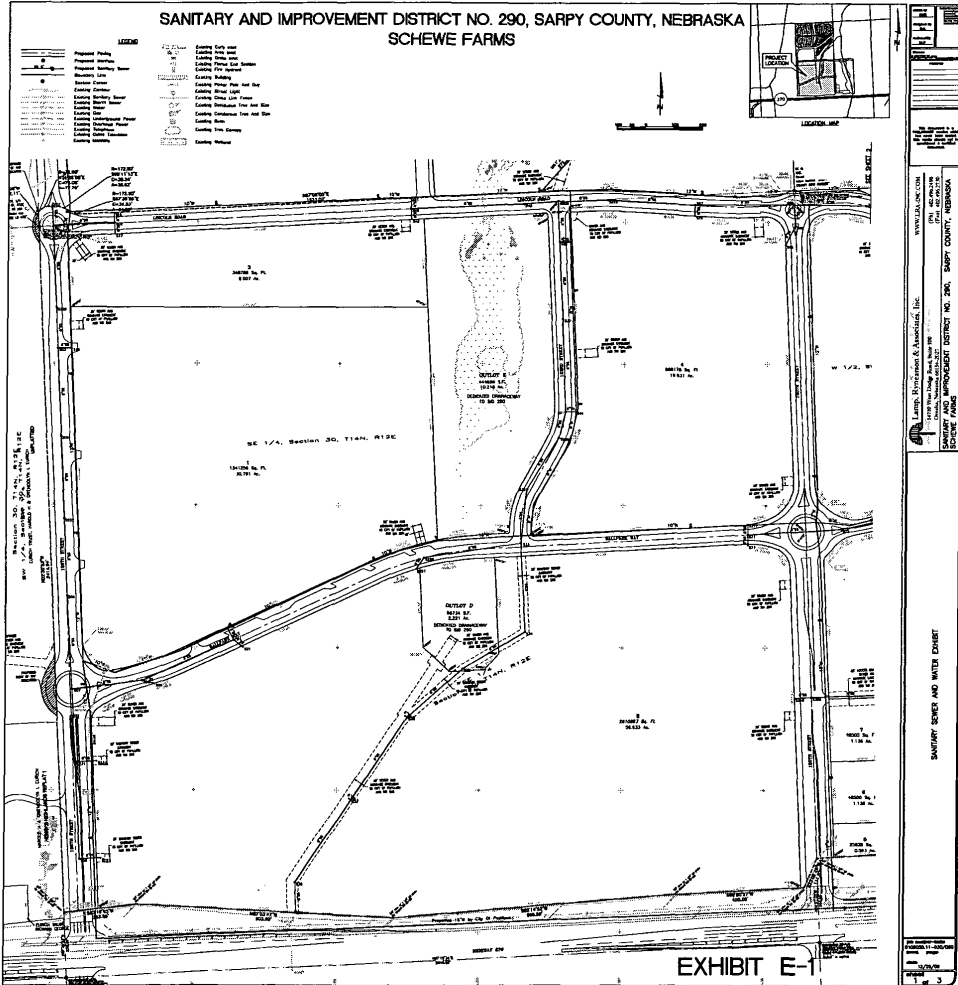


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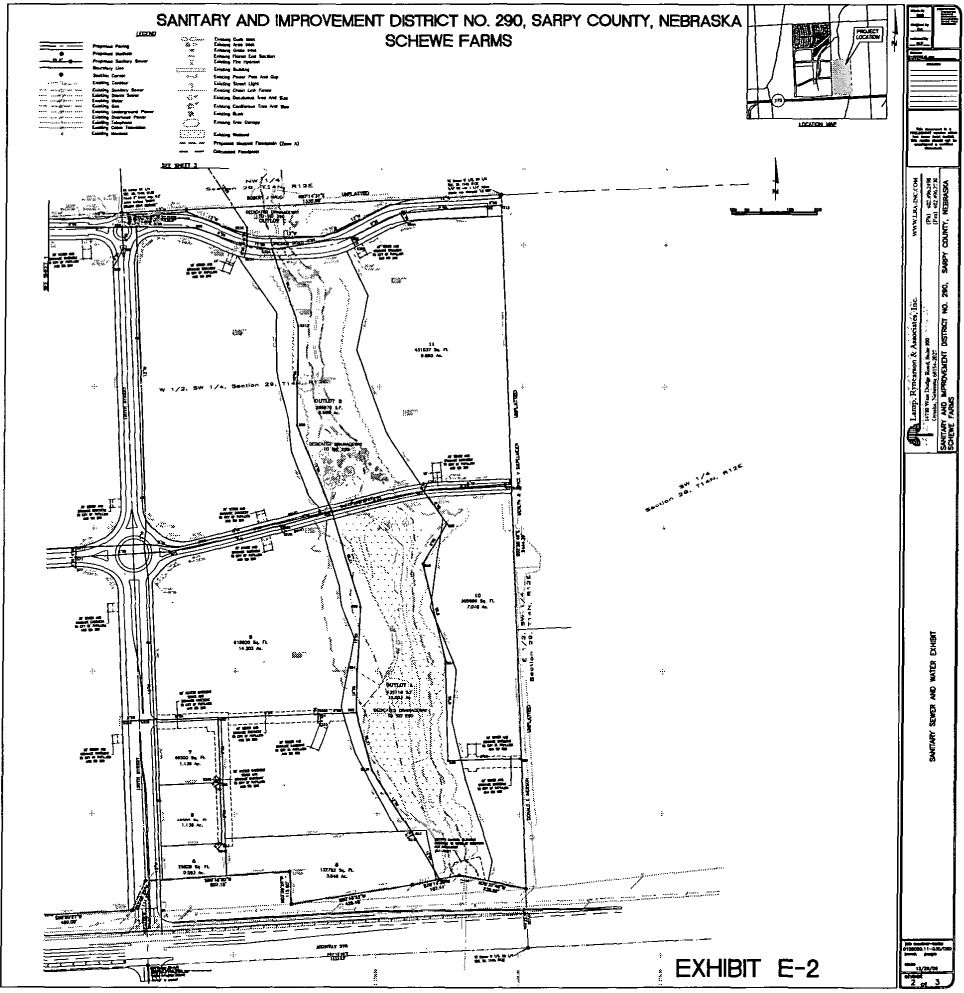
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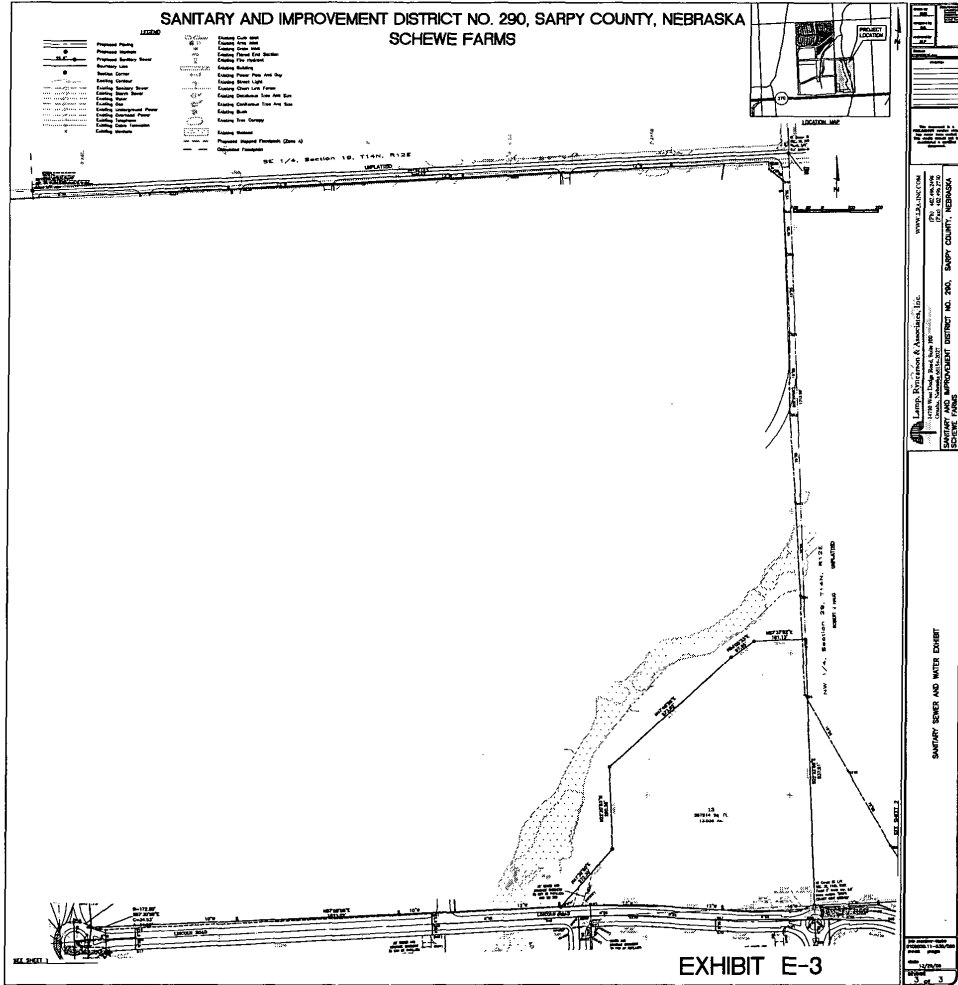


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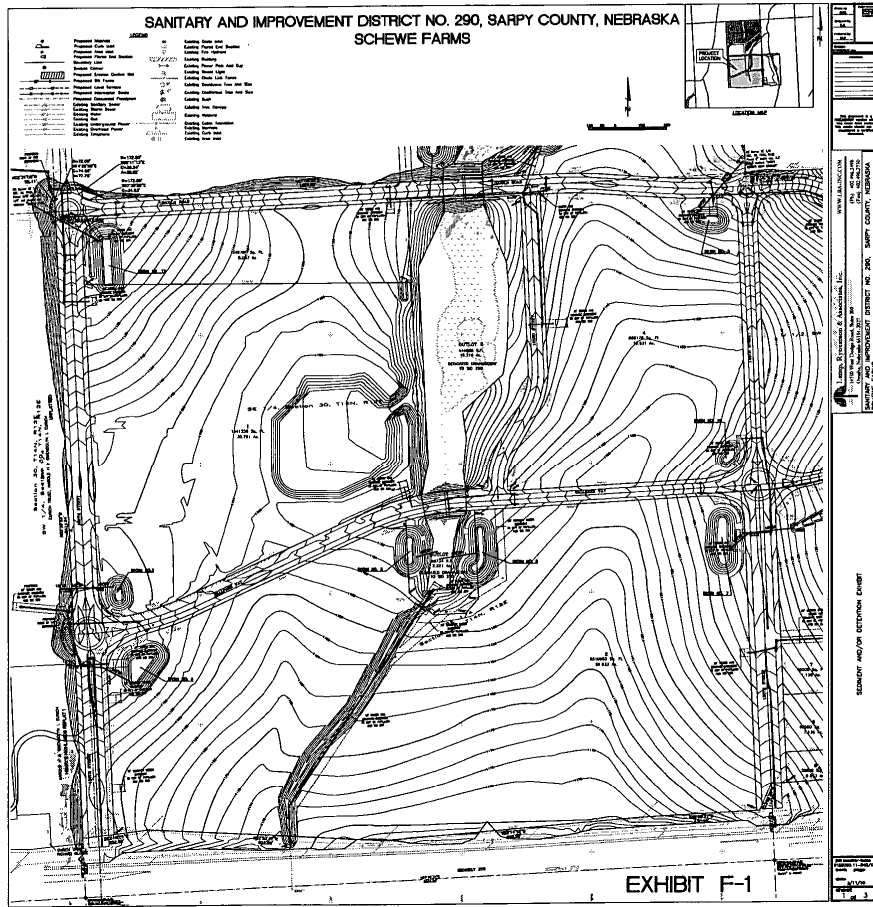


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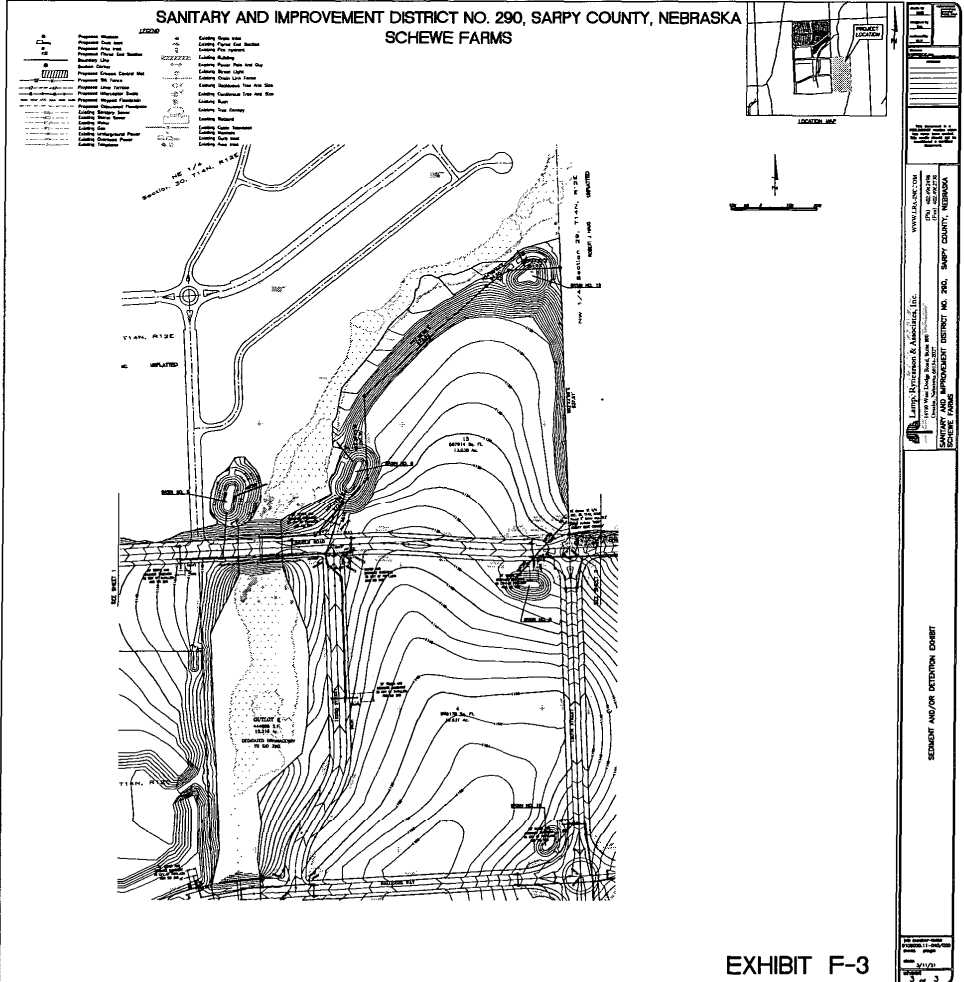
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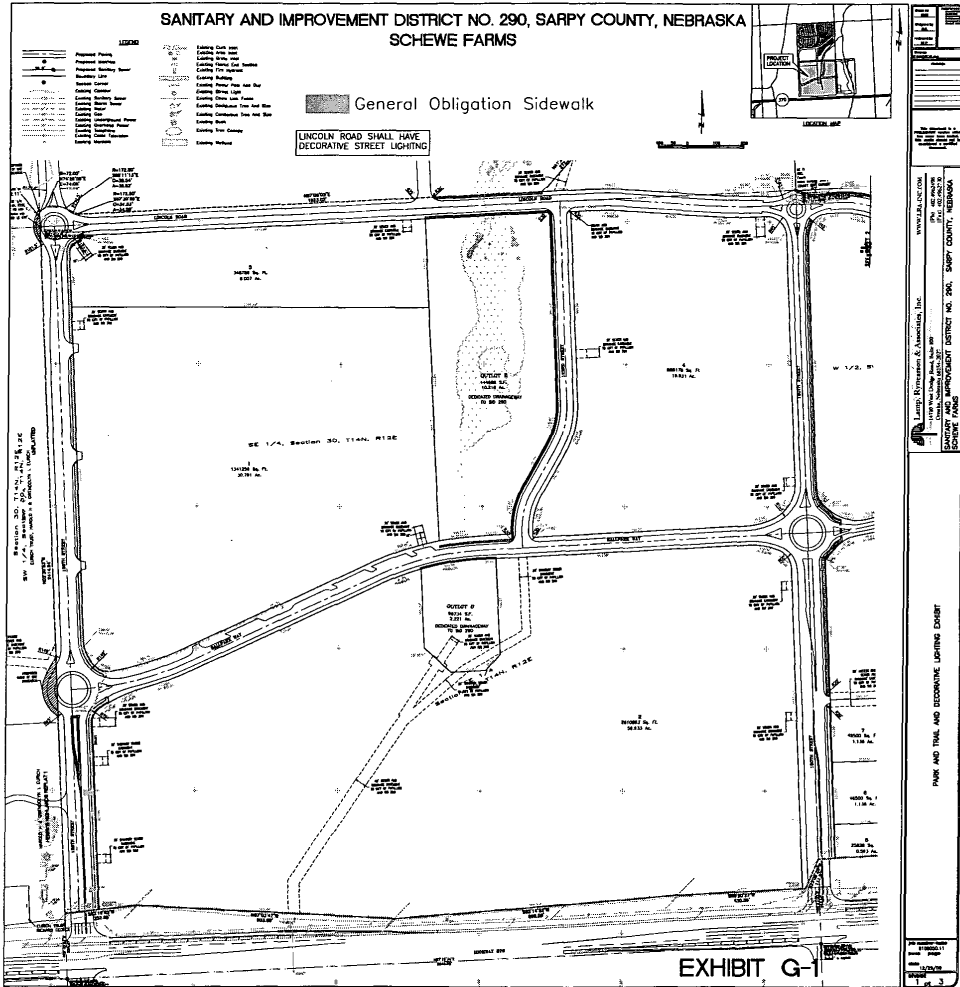
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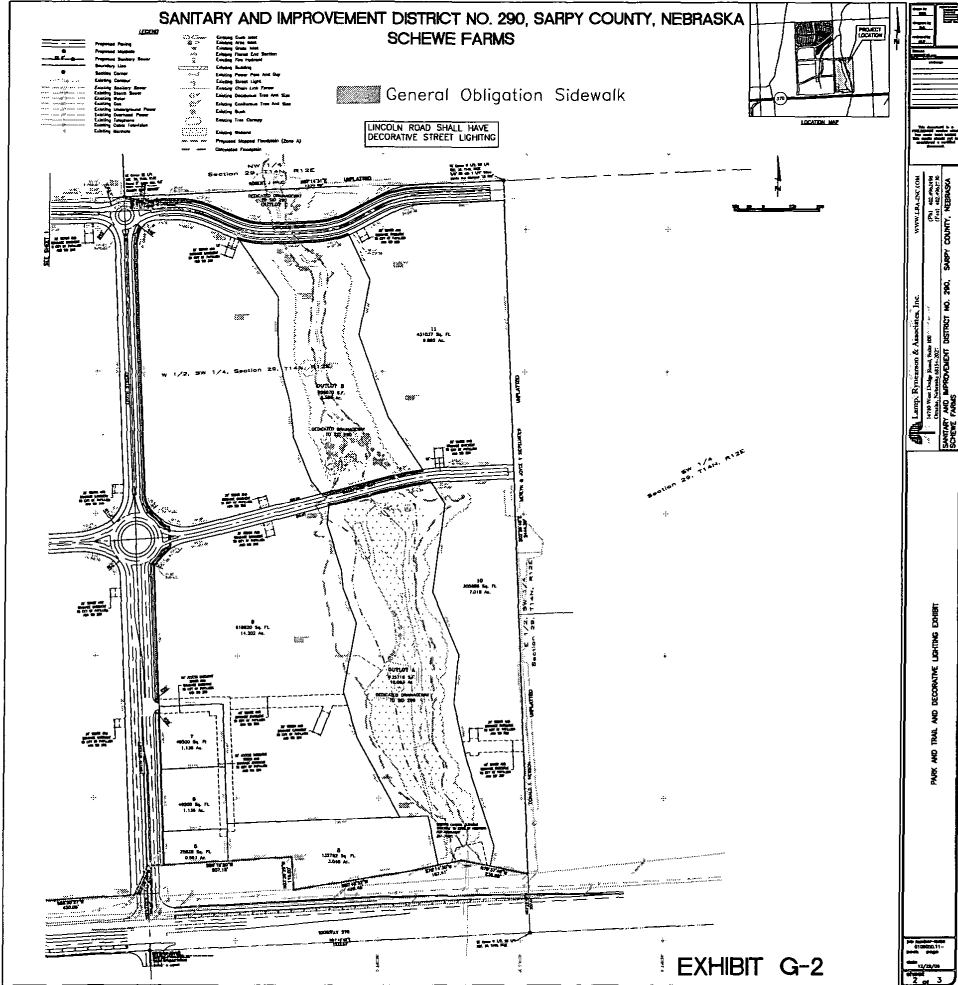


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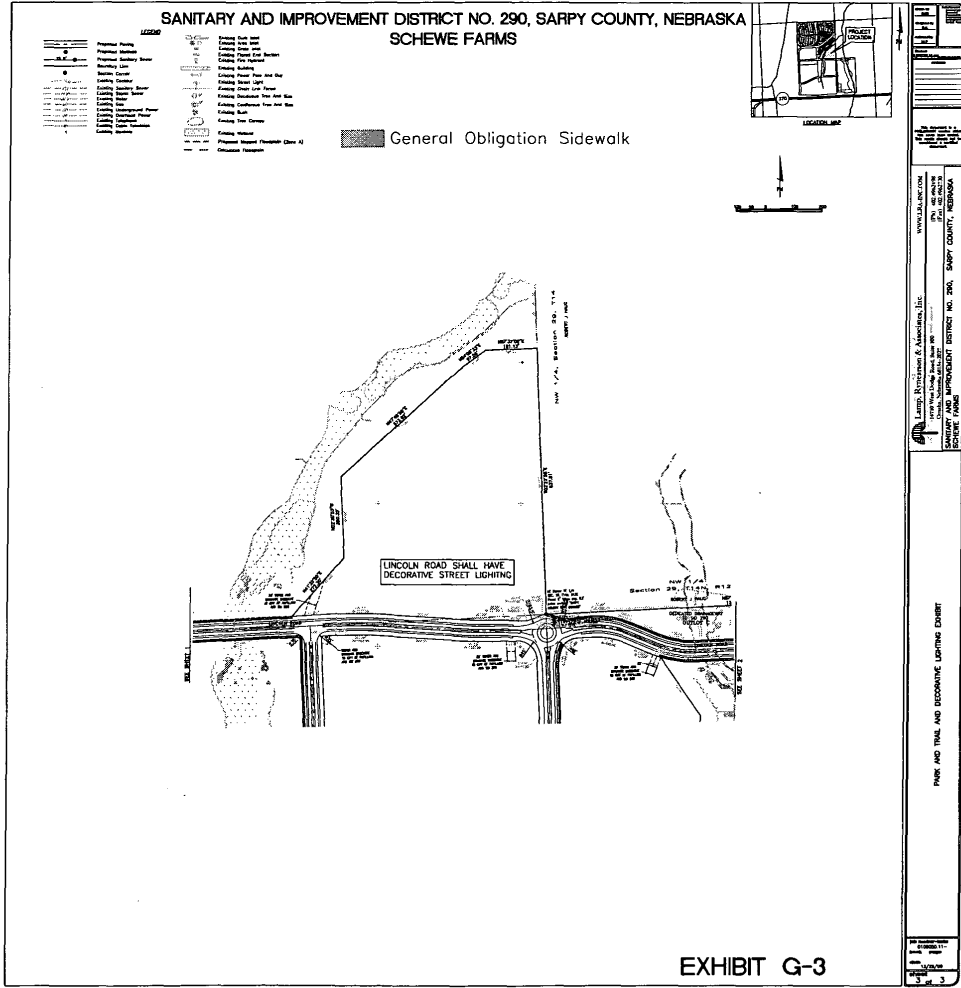


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Ah

**Exhibit H****Schewe Farms  
Mixed Use Permitted Use Types**

Single-Family Residential (detached)  
Single-Family Residential (attached)  
Condominium  
Townhouse Residential  
Multiple-family Residential  
Retirement Residential  
Administration  
Family Child Care Home I  
Family Child Care Home II  
Child Care Center  
Preschool  
Health Care  
Hospital  
Skilled nursing services  
Corporate offices  
General offices  
Financial services  
Medical offices  
Automotive services  
Business support services  
Cocktail lounge  
Commercial Recreational (Controlled Impact)  
Commercial Recreational (High Impact)  
Construction sales and services  
Consumer services  
Convenience food sales  
Limited food sales  
General food sales  
Funeral services  
Garden Center  
Liquor Sales  
Lodging  
Personal services  
Pet services  
Restaurant (drive-in/drive through or fast-food)  
Restaurant (general)  
Limited Retail Services  
Large Retail Services  
Mass Retail Services  
Veterinary services