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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-00306

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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

1210 GOLDEN GATE DRIVE

PAPILLION, NE 68046-2842

402-593-5773

*Adams & Sullivan
1246 Golden Gate Dr
Papillion, NE 68046*

A

SUBDIVISION AGREEMENT

(Heimes)

(Replat of S 1551.37FT TAX LOT 4 23-14-11 and Lot 2 Lakeview South II Replat 6, which shall henceforth be replatted as Lots 1-5, Heimes)

THIS AGREEMENT, made this 5th day of July, 2017, among J & H Investments LLC ("J & H Investments" or "Subdivider" as such context shall require), a Nebraska limited liability company, LB Southwest, LLC ("LB Southwest"), a Nebraska limited liability company, and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider and LB Southwest are the owners of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat, the Replatted Area," or "Subdivision". Specifically, LB Southwest is the owner of Lot 1, and J & H Investments is the owner of Lots 2, 3, 4, and 5, of the Replatted Area. The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, the Subdivider proposes to build public improvements in and serving the Subdivision and has requested the City to approve Subdivider's platting and plan for developing the Subdivision; and

WHEREAS, the Subdivider has elected to use the personal financing option and pay for construction of all improvements, with all infrastructure, utilities and other improvements to be paid for by Subdivider without use of sanitary improvement district or City; and

WHEREAS, the parties wish to agree upon the manner and to the extent to which paving, storm sewers, sanitary sewers, vehicular and pedestrian access and movement, utility distribution systems and other aspects of the infrastructure of the Subdivision shall be constructed, maintained, and other issues that are to be resolved;

WHEREAS, Subdivider desires to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed within the Subdivision, and has requested City to issue the necessary connection permits therefor; and

WHEREAS, LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, provided that cost of shared infrastructure shall be allocated on an equitable basis among all of the Lots in the Subdivision (as determined by the City Engineer if an agreement cannot be reached), unless such

B

arrangement of property owners within the Replatted Area satisfactory to the City Engineer ("Maintenance CCRs"), (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to install sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

NOW, THEREFORE, IT IS AGREED by Subdivider, LB Southwest, and City as follows:

1. Replattings. Subject to the terms of this Agreement, **S 1551.37FT TAX LOT 4 2314-11 and Lot 2 Lakeview South II Replat 6** shall be replatted as Lots 1-5, Heimes, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat which shall include a demonstration of any easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.
3. Storm Water Management Plan: Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control in compliance with applicable regulations. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as meeting the requirements listed on the Post Construction Storm Water Management Plan attached hereto as "Exhibit C." Plans and specifications for such storm water management improvements shall be prepared, before issuance of a permit for grading or construction of improvements in the Replatted Area, by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit D" shall be entered into between Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and City prior to starting construction of such improvements described in Section 3 or any other improvements in the Replatted Area, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP

C

maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:

- A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider or LB Southwest, each with respect to areas of the Replatted Area it owns, at its expense,
- B. include provisions to control when post-construction storm water features are to be constructed,
- C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls, and
- D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff.

Such provisions shall run with the land and become the responsibility of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, jointly and severally with their respective successors, assigns and future owners of their respective portions of the Replatted Area or any part thereof.

- 5. Watershed Management Fees: The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit B" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.
- 6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
- 7. Construction/Installation of Improvements.
 - A. The Subdivider covenants and agrees that the Subdivider shall, before the City releases the Final Plat to be recorded, present to the City Clerk a surety bond, or other security acceptable to the City Attorney, in form and content and in amounts totaling at least 110% of total estimated construction and soft costs of the following public improvements as satisfactory to the City Engineer, and guaranteeing the timely and orderly installation of the following public improvements at the Subdivider's expense :
 - 1. Paving. Concrete paving not less than nine inches (9") in depth with integral curb, and of a width as shown on the paving plan for the Subdivision (Exhibit "E" attached hereto), and which paving shall be

D

constructed in dedicated street right-of-way of Portal Circle per the final plat (Exhibit "B").

2. Sanitary Sewers. All sanitary sewer mains, manholes, and related appurtenances to be constructed within or serving the Subdivision, which shall be constructed in street right-of-way of Portal Circle as more fully shown on public sewer plan attached hereto as Exhibit "G".
3. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-way of Portal Circle and within storm sewer easements as shown on final plat (Exhibit "B") and on storm sewer plan for the Subdivision (Exhibit "E" hereto).
4. Water. MUD water service, including domestic and firefighting flows, to serve all lots within the Subdivision to be installed in Portal Circle right-of-way.
5. Gas. Gas mains to serve all lots to be constructed in Portal Circle right-of-way.
6. Power. Underground electrical power to serve all properties within the Subdivision.
7. Street Lighting. Street lighting of a height, illumination and design to be approved by City and determined by City to be necessary.
8. The timing, plans and specifications for and location of each improvement, and any other requirements of this Agreement with respect to each such improvement, shall be in accordance with established City requirements and shall be subject to approval of the City's Engineer prior to starting construction or installation of each said improvement.

An itemized estimate of all applicable construction, engineering and other soft costs and expenses is included as Exhibit H.

8. Administrative Fee. Subdivider shall pay to City an amount equal to two percent (2%) of the actual construction cost of Subdivider paid improvements as administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of two percent (2%) of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for final review and approval.
9. Public Access Roads or Driveways. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agrees that direct vehicular access to abutting streets shall be limited as indicated on the Final Plat. The City shall have access to and over roads and driveways identified in the Plat for use of the public for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
10. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.

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11. Tract Sewer Connection Fees. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements.

Subdivider agrees that initial tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the release of the Final Plat for recording:

Lot 1, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 2, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 3, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 4, Industrial	9.10± AC @ \$5,500/AC	<u>\$50,050.00</u>
Total		\$132,550.00*

*Tract sanitary sewer connection fees required for Lot 5 prior to recording the Final Plat previously were paid.

Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, further agree that Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 2, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 3, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 4, Industrial	9.10± AC @ \$6,690/AC	\$ 62,790.00
Lot 5, Industrial	1.31±AC @ \$6,690/AC	<u>\$ 8,739.00</u>
Total		\$175,053.90

The aforesated fees of \$5,500 and \$6,690 per acre are the rates now in effect and are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid. A sanitary sewer connection agreement shall be required of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit F, subject to approval of Sarpy County and any additions or changes as Sarpy County or the City Engineer determines necessary or advisable

12. Infrastructure to be at Private Expense. The cost of initial installation of all Infrastructure, Improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and

gress, streets, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed by Subdivider at Subdivider's sole cost and expense, The cost to maintain, operate, repair, or replace any such Infrastructure, Improvements, or easements shall be at private expense and the sole cost and expense of the owner(s) of the portions of the Replatted Area served by such Infrastructure, Improvements or easements or on which such Infrastructure, Improvements or easements are located, and any successor or assign of any such owner(s), unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer and no part thereof shall be the responsibility of or at the expense of the City.

13. Private Financing of Improvements. The parties agree that the entire cost of all public improvements set out in Section 7 herein, and any other infrastructure, shall be paid by the Subdivider. The Subdivision shall not be included within the boundaries of any sanitary improvement district and no other form of public financing shall be utilized in construction of the improvements for the Subdivision, except as otherwise approved by City.
14. Maintenance and Repair of Infrastructure Improvements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at their sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting their respective lots, provided, however, (i) the cost and expense to maintain, replace, or repair any such improvements shall be the responsibility of the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer, and (ii) that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:

The following improvements within Portal Circle right-of-way at time of City's annexation of the Subdivision:

1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer (includes outfall sewer); except for any such sewer that the County owns and operates at the time of such annexation, unless otherwise agreed upon prior to annexation.
 2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.
15. Easements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree as follows: All proposed easements by the Subdivider, and easements required by the City for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City

Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Subdivider shall be responsible for obtaining and delivering to City all required Easements before the final plat is released. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.

- 16. Ownership Representation. J & H Investments and LB Southwest, by signing below and the Final Plat of Heimes, each does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the lots of the Replatted Area as indicated in the recitals above at date of execution of this Agreement and at date of recording the final plat. If J & H Investments or LB Southwest, after the final plat is recorded, desires to convey part of the Replatted Area, J & H Investments and LB Southwest, before such conveyance shall execute and record with the Sarpy County Register of Deeds covenants and easements to provide for the use, operation, maintenance, replacement, and repairs of any areas or improvements that benefit or are used or shared by the property to be conveyed and any other part of the Replatted Area, in form and content satisfactory to the City Engineer, if not previously provided in connection with creation of the property owner's association as described in subsection "2" below.

Notwithstanding anything in this Agreement to the contrary:

- 1. Requirements of this Agreement regarding operation, maintenance, modification, replacement, or repair of any public infrastructure or other improvements that are located on and serving only one lot in the Replatted Area shall be the sole responsibility of the owner of such lot, which requirements shall constitute covenants running with the land and be binding on all successors and assigns of such owner. Owners of other lots in the Replatted Area shall not be liable for such requirements; and
- 2. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that they may create a property owner's association to provide for use, operation, maintenance, modification, replacement, reconstruction, or repair, and allocation of corresponding costs or expenses among lot owners, of any public infrastructure or other improvements after they are constructed, in form and content satisfactory to the City Engineer and recorded with the Sarpy County Register of Deeds. Upon formation of such association, a lot owner's responsibility for the same shall cease except for (i) Subdivider's obligation of the initial construction of improvements and (ii) any requirement of such lot owner under this Agreement that the association does not perform.

- 17. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen and Dorner Inc., engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A": Land survey certificate showing boundary area to be replatted. Drawing and legal description.

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- Exhibit "B": Replat of the area to be developed.
- Exhibit "C": Post Construction Storm Water Management Plan
- Exhibit "D": Post-Construction Storm Water Management Plan Maintenance Agreement
- Exhibit "E": Public Paving and Storm Sewer
- Exhibit "F": Sewer Connection Agreement
- Exhibit "G": Sanitary Sewer Plan
- Exhibit "H": Itemized Estimate

18. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
19. Incorporation of Recitals. Recitals at this beginning of this Agreement are incorporated into this Agreement by reference.
20. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
21. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
22. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
23. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
24. City Engineer to be Determiner. Notwithstanding anything in this Agreement to the contrary, Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider with respect to initial construction of improvements pursuant to Section 7 (and Subdivider or LB Southwest, as the case may be with

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respect to replacement, maintenance or repair of any improvements on or benefiting its lot(s)), shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

25. City Access/Repair. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, and such portions of the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited; provided, however, Subdivider shall be solely responsible for any required action pursuant to this Section 25 arising with respect to construction of improvements pursuant to Section 7. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure
26. City Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or LB Southwest, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
27. Filing of Record. The Subdivider, at its expense when recording the Final Plat, shall record this Agreement and the covenants or easements required by this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
28. Covenants Running With the Land. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that:

The Final Plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and their respective successors and assigns gaining or claiming any interest or lien in, to or against any property Subdivider or LB Southwest, as the case may be, owns within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior

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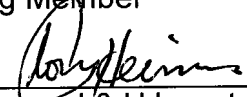
against any property Subdivider or LB Southwest, as the case may be, owns within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

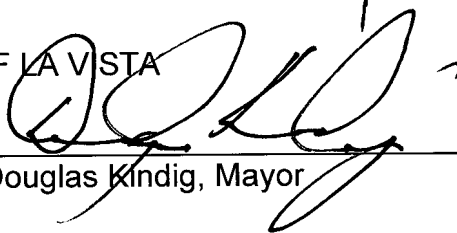
J & H Investments LLC, a Nebraska LLC

By: J & H Investments LLC

Its: Managing Member

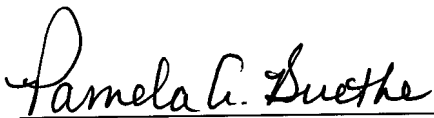
By: 
Tom Heimes, J & H Investments LLC

CITY OF LA VISTA

By: 
Douglas Kindig, Mayor



ATTEST


Pamela A. Buethe, City Clerk, CMC

Consent by LB Southwest:

LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, provided that cost of shared infrastructure shall be allocated on an equitable basis among all of the Lots in the Subdivision (as determined by the City Engineer if an agreement cannot be reached), unless such

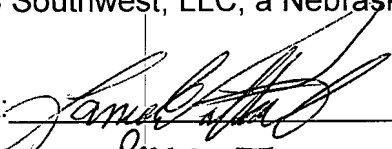
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assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to bring sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

LB Southwest, LLC, a Nebraska LLC

By:

Its:



PRESIDENT

L

ACKNOWLEDGMENT OF NOTARY

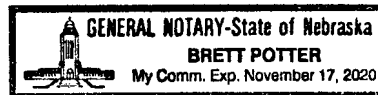
STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

On this 6 day of November, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Tom Heimes, Managing Member of J & H Investments LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

Brett Potter



ACKNOWLEDGMENT OF NOTARY

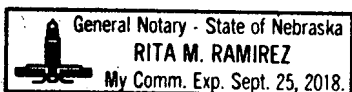
STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

On this 8th day of November, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Buethe, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

Rita M. Ramirez



M

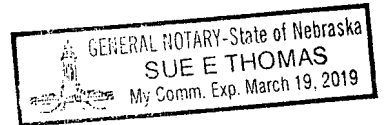
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 8th day of November, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, Lance Pittack of LB Southwest, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public



Sue Thomas

N

Exhibit "A":

**Land survey certificate showing boundary area to be replatted.
Drawing and legal description.**

engineering & surveying

ALTA WACSM LAND TITLE SURVEY

2025 State Street, Ste 200, Lincoln, NE 68502
 Phone: 402-332-2800, Fax: 402-332-5868
 Website: www.altawacsm.com

LEGAL DESCRIPTION FROM TITLE COMMITMENT

PARCEL 2 (A) IN SECTION TWENTY-THREE (23), TOWNSHIP FOURTEEN (14) NORTH, RANGE EIGHTEN (18) EAST OF THE 6TH P.M., EXCEPT MEADOWS BOULEVARD AND EXCEPT THAT PART PARTED AS LAKENEV SOUTH II, REPLAY 1, AND EXCEPT THAT PART PARTED AS LAKENEV SOUTH I, REPLAY 1, AND EXCEPT THOSE PARTS CONNECTED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES, SUBJECT TO STATUTORY ROADS, IN SAPPY COUNTY, NEBRASKA.

LEGAL DESCRIPTION - PARCEL 1

PART OF TAX LOT 4, IN SECTION 23, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE 6TH P.M., EXCEPT MEADOWS BOULEVARD AND EXCEPT THAT PART PARTED AS LAKENEV SOUTH II, REPLAY 1, AND EXCEPT THOSE PARTS CONNECTED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SAID SECTION 23;

THENCE N89°52'27"E (ASSUMED BEARING) 300.37 FEET ON THE WEST LINE OF SAID EAST 1/2 TO THE WEST LINE OF 14TH STREET;

THENCE N07°51'48"E 85.51 FEET ON THE WEST LINE OF 14TH STREET TO THE NORTH USE OF MEADOWS BOULEVARD;

THENCE N89°52'27"E 60.72 FEET TO THE WEST LINE OF SAID EAST 1/2;

THENCE N07°51'48"E 1445.59 FEET ON THE WEST LINE OF LOT 1, SAID LAKENEV SOUTH II AND ON THE WEST LINES OF LOTS 1 AND 2, LAKENEV SOUTH II, REPLAY 1, SOUTH LAKENEV SOUTH II AND SAID LAKENEV SOUTH II, REPLAY 1, TO THE SW CORNER OF SAID SECTION 23.

THENCE N89°13'02"E 718.72 FEET TO THE WEST LINE OF SAID EAST 1/2;

THENCE S60°31'39"W 155.17 FEET TO THE WEST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING;

CONTAINING 1,060,245 SQUARE FEET OR 24.34 ACRES.

CERTIFICATION

TO NORTH 74, LLC.

AMERICAN NATIONAL BANK, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST, MAY APPEAR.

AND MEL MCCORMACK, AN UNDIVIDED 12.5% INTEREST

JOHN W. MCELLEAN III, TRUSTEE OF THE PATRICK A. MCELLEAN TRUST, AN UNDIVIDED 12.5% INTEREST

MARGARET T. AKINS, SAMUEL J. AKINS, ZACHARY M. AKINS AND ANDREW AKINS, TENANTS IN COMMON, AN UNDIVIDED 12.5% INTEREST

AND MRS. E. BOSE, TRUSTEE OF THE FRANK J. BOSE REVOCABLE TRUST DATED OCTOBER 26, 1985, AS AMENDED UNDER DATE OF OCTOBER 10, 2003, AND HIS SUCCESSORS IN WHOLE OR PART, MAY APPEAR.

WEAR, CHRISTOPHER D. WEAR AND SUSAN E. WEAR, AN UNDIVIDED 18.75% INTEREST.

WEAR FAMILY, L.L.C., AN UNDIVIDED 18.75% INTEREST

HANLEY FAMILY, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, AN UNDIVIDED 25% INTEREST.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND NEBRASKA TITLE COMPANY.

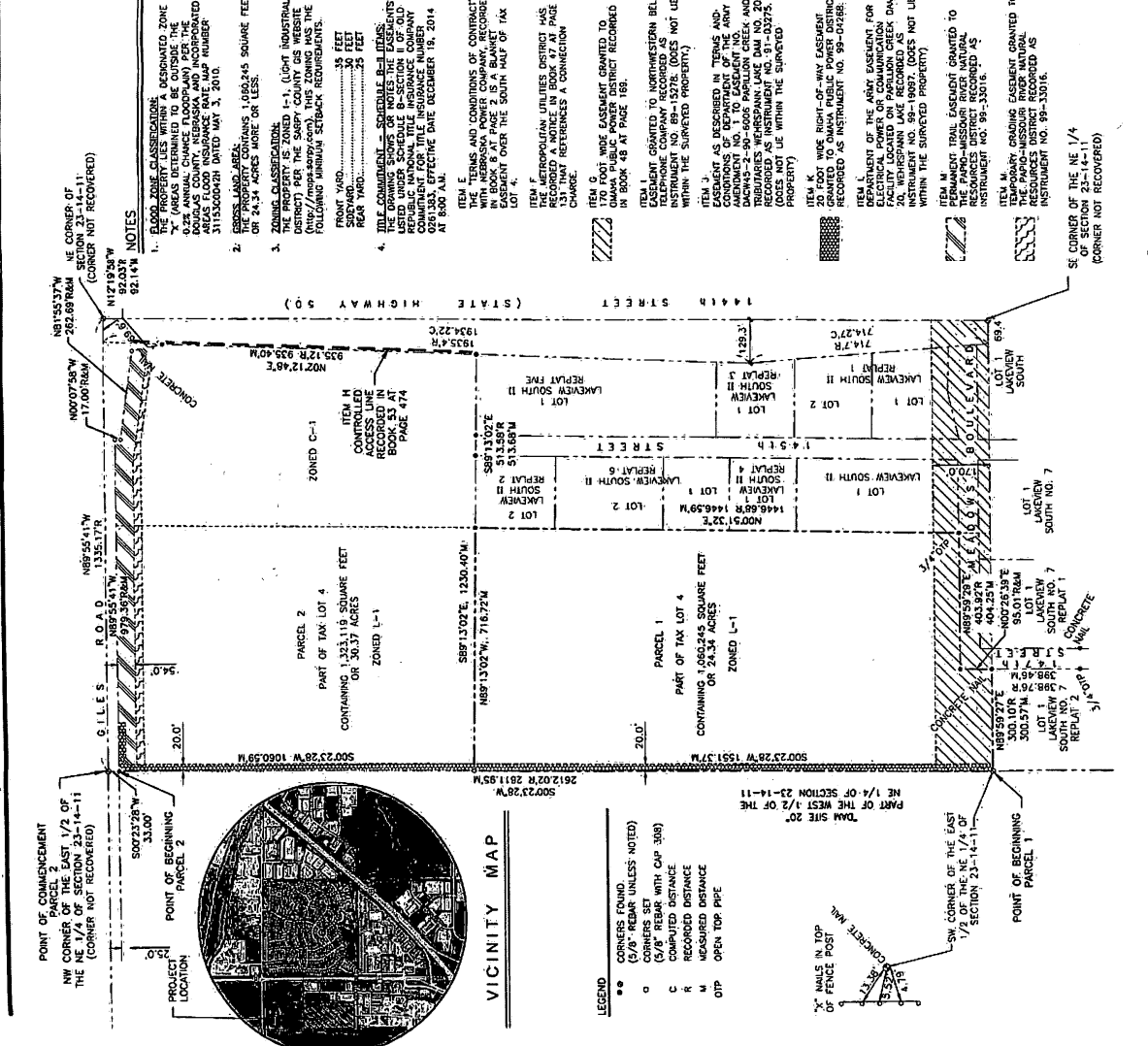
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY OR MEASUREMENT THEREON, AND THE INFORMATION CONTAINED HEREIN WHICH IS BASED HEREON IN ACCORDANCE WITH THE 2011 NEBRASKA UNIFORM STANDARD DETAIL REQUIREMENTS FOR SURVEYS OF LAND, WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND CONTROL AND THAT I AM A LICENSED SURVEYOR AS ESTABLISHED AND ADAPTED BY AIA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4 AND (B) OF SAID REQUIREMENTS AND WAS COMPLETED ON OCTOBER 20, 2014.

DECEMBER 29, 2014
DATE

NOTES

1. FLOOD ZONE CLASSIFICATION: THE PROPERTY LIES WITHIN A DESIGNATED ZONE OF HIGH FLOOD RISK (HFA-1) ON THE 0.25 ANNUAL CHANCE FLOODPLAIN PER THE BOULDER COUNTY, NEBRASKA AND INCORPORATED FLOODPLAIN MAP NUMBER 311530007R DATED MAY 31, 2010.
 2. EGRESS LAND AREA: THE PROPERTY CONTAINS 1,060,245 SQUARE FEET OR 24.34 ACRES MORE OR LESS.
 3. ZONING CLASSIFICATION: THE PROPERTY IS ZONED L-1 (LOCAL INDUSTRIAL) PER THE SAPPY COUNTY ZONING ORDINANCE (WWW.SAPPYCOUNTY.COM). THIS ZONING HAS THE FOLLOWING MINIMUM SETBACK REQUIREMENTS.
FRONT YARD.....35 FEET
REAR YARD.....25 FEET
 4. TITLE COMMITMENT: SUBORDINATE INTERESTS LISTED UNDER SCHEDULE B-SECTION II OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY POLICY NO. 026133A, EFFECTIVE DATE DECEMBER 18, 2014 AT 8:00 A.M.
- ITEM E: THE LAND AND POWER COMPANY OF COLORADO, INC. HAS A POWER OF ATTORNEY DATED AUGUST 20, 2003, UNDER WHICH IT HAS AUTHORITY TO RECORD A NOTICE IN BOOK 47 AT PAGE 480438.
- ITEM F: THE METROPOLITAN UTILITIES DISTRICT HAS RECORDED A NOTICE IN BOOK 47 AT PAGE 480438.
- ITEM G: 170 FOOT WIDE EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN BOOK 48 AT PAGE 198.
- ITEM H: EASEMENT GRANTED TO NORTHWESTERN BELL TELEPHONE COMPANY RECORDED AS INSTRUMENT NO. 99-250184.
- ITEM I: EASEMENT GRANTED TO THE ARMY AS DESCRIBED IN TERMS AND CONDITIONS OF DEPARTMENT OF THE ARMY INSTRUMENT NO. 99-0002 (SOUTH LAKENEV SOUTH I) AND 99-0003 (SOUTH LAKENEV SOUTH II) AND 99-0004 (SOUTH LAKENEV SOUTH II) RECORDED AS INSTRUMENT NO. 99-0002, 99-0003, AND 99-0004 (DOES NOT LIE WITHIN THE SURVEYED PROPERTY).
- ITEM J: 20 FOOT WIDE RIGHT-OF-WAY EASEMENT GRANTED TO NORTHWESTERN BELL TELEPHONE COMPANY RECORDED AS INSTRUMENT NO. 99-250184.
- ITEM K: EASEMENT GRANTED TO THE ARMY EASEMENT FOR ELECTRICAL POWER OR COMMUNICATION PURPOSES AS DESCRIBED IN TERMS AND CONDITIONS OF DEPARTMENT OF THE ARMY INSTRUMENT NO. 99-0007 (DOES NOT LIE WITHIN THE SURVEYED PROPERTY).
- ITEM L: THE TRAIL RECORDS COMPANY IS TO BE GRANTED AN EASEMENT TO THE PARO-MISSOURI RIVER NATURAL RESOURCES DISTRICT RECORDED AS INSTRUMENT NO. 99-35016.
- ITEM M: THE TRAIL RECORDS COMPANY IS TO BE GRANTED AN EASEMENT TO THE PARO-MISSOURI RIVER NATURAL RESOURCES DISTRICT RECORDED AS INSTRUMENT NO. 99-35016.

SW CORNER OF THE NE 1/4 OF SECTION 23-14-11 (CORNER NOT RECOVERED)



Job No.: 200-14-208 AL
 Drawn By: MRS
 Reviewed By: CED
 Date: 12/29/14
 Book: LAKEVIEW NORTH
 Pages: 28-37

DECEMBER 29, 2014
DATE

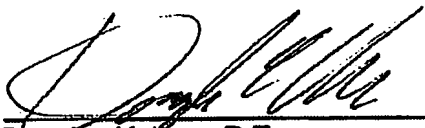
CHRIS E. DOORER
 NEBRASKA REG #507

Exhibit "B": Replat of the area to be developed.

Exhibit "C": Post Construction Storm Water Management Plan

**Heimes
147th and Meadows Blvd
Omaha, NE 68138**

DRAINAGE STUDY

Prepared By:  Date: 6/24/17
Douglas Keifer, P.E.



TD2 No. 1642-108

T

DRAINAGE STUDY Heimes

EXECUTIVE SUMMARY

This drainage study was prepared for the plat Heimes located at approximately 147th street and Meadows Blvd. The project site is located on the west of the Lakeview South II Subdivision and east of the Chalco Hills Recreation area. Stormwater runoff from the site will be collected via overland flow and storm sewer pipe where it will be controlled at each lot level meeting the requirements discussed in the proposed conditions section.

Existing Conditions

The site is bounded by Lakeview South II to the east, the Chalco Hills Recreation Area to the west, the proposed Woodhouse Place subdivision to the north and Meadows Blvd to the south.

The site's primary drainage pattern is from the south to the north with drainage running onto the adjacent property to the north via the drainage ditch. The existing site includes significant grade differentials (approximately 68 feet) from the high end along the south to the low point located on the north end of the property.

The Hydraflow Hydrographs extension for AutoCAD Civil 3D 2016 was used to analyze the conditions of the site. Hydrograph 1-4 are the pre-construction conditions for each site individually with Hydrograph 5 showing the 24.1 Acres of lots 1-4 treated as a whole.

Proposed Conditions

As discussed in the executive summary, each lot will be responsible for meeting the stormwater requirements of the Heimes subdivision. Lots 1-5 will be required to meet city of La Vista requirements including no net increase of the 2-year storm event, 125% of the 10-year storm event and treatment of the ½" storm. In addition all 5 lots will be required to treat an additional 39.6 cubic feet per acre to provide additional treatment accounting for the Portal Circle right-of-way. Lots 1-4 will be held to an additional storage requirement that the drainage for the 50-year storm of 3.81 CFS/Acre. The 3.81 CFS/Acre is taken from the 50-year storm value of hydrograph 5 and put into a per acre basis.

Specifically, the limits of flow from Lots 1-3 are 7.5 CFS for the 2-year storm event, and 19 CFS for the 50-year storm event. The 10-year storm event cannot exceed 125% of the pre-construction storm event, but also cannot exceed the 19 CFS for

u

the 50-year storm. For Lot 4, the 2-year storm needs to be held to 13.7 CFS. The 50-year storm event needs to be detained to 34.7 CFS, and the 10-year storm event cannot exceed 125% of the pre-construction storm event, or the 34.7 CFS of the 50-year storm.

Hydrographs 6-9 are Lots 1-4 in an assumed condition of CN=80 with a time of Concentration of 5 minutes.

Hydrographs 10-13 are the sample ponds was designed for each lot with the goal of controlling to the required 3.81 CFS/acre. No optimizations were made for the 2, 10 or 100 year storm capacities, nor to the required treatment volumes. It should also be noted that the ponds described are not likely what will be installed on the site and are just samples to get a model of the 50-year storm to the drainage ditch on the north end of the property.

Hydrographs 14-15 are the routing of each basin toward the drainageway on the north end of the property with hydrograph 16 being the total flow from the Heimes properties.

At the drainage ditch the flows from hydrograph 16 along with the flows from the drainage of Lakeview South II subdivision will combine and enter the Woodhouse Place subdivision. The 10-year storm and pipe capacity of that storm sewer system is 107 CFS from the drainage study for Lakeview South II. An additional 30 CFS from Lakeview South II will flow along 145th street and enter the Woodhouse Place subdivision. Because of the requirements of the city of La Vista, we do not anticipate an increase of the calculated 2, 10 or 50 year flows from the Portal Circle right-of-way or Lot 5 Heimes.

Hydrograph 17 represents the flows from Portal Circle Right-Of-Way to Imp pt. 5.

V

**Exhibit "D": Post-Construction Storm Water Management Plan
Maintenance Agreement**

W

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(Blank for PCWP Web Site Tracking Number)
(Blank for Local Jurisdiction Tracking Number)

WHEREAS, [redacted] (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at [redacted] in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

WHEREAS, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, [redacted], (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever

X

the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of



any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 20__.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

2

ACKNOWLEDGMENT

_____)
State

_____)
County

On this _____ day of _____, 20____ before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

Notary Seal

Aa

Exhibit "A"

Insert Real Property Depiction
(FOR EXAMPLE, THE SURVEYOR'S CERTIFICATE)

Ab

Exhibit "B"

Insert BMP Maintenance Requirements
(See Guidance Document for Information Needed)

Ac

Exhibit "E"

Public Paving and Storm Sewer

Ad



Thomas H. Heston & Sonner, Inc.
1838 E. 10th St.
Omaha, NE 68134
p.402.339.8860 www.thd2co.com

Project Name:
HEIMES LOTS
1-5

Client Name:
Heimes Corp.

Professional Seal

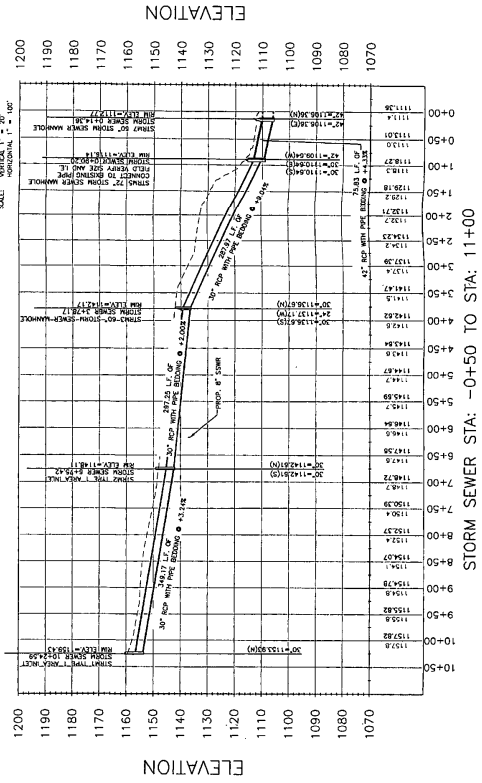
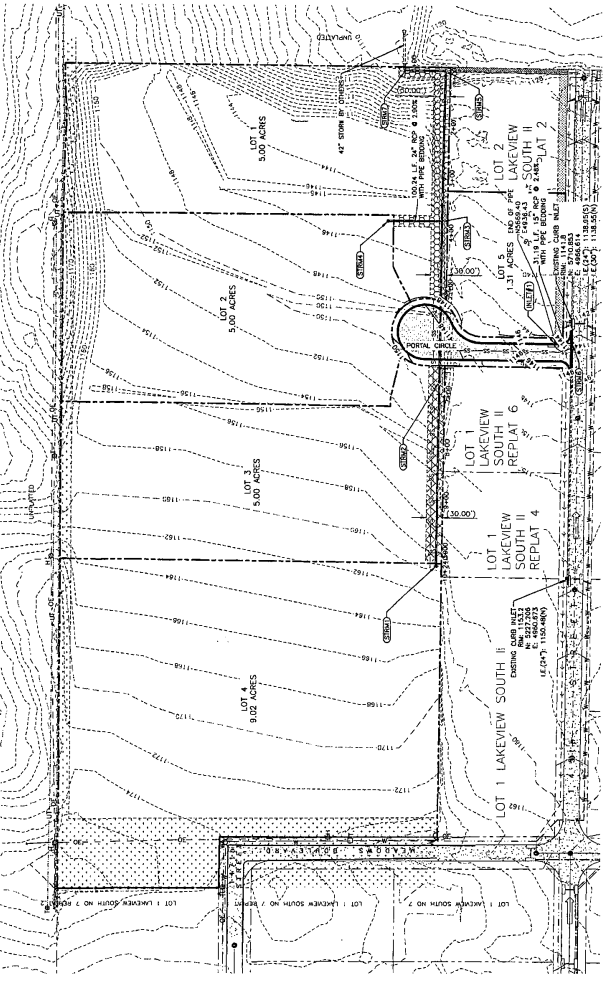
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STRUCTURE NAME	
STORM SEWER	1138.47 (O)
60" STORM SEWER	1138.47 (O)
32" STORM SEWER	1138.47 (O)
24" STORM SEWER	1138.47 (O)
18" STORM SEWER	1138.47 (O)
12" STORM SEWER	1138.47 (O)
8" STORM SEWER	1138.47 (O)
4" STORM SEWER	1138.47 (O)
2" STORM SEWER	1138.47 (O)
1" STORM SEWER	1138.47 (O)
60" STORM SEWER	1138.47 (O)
32" STORM SEWER	1138.47 (O)
24" STORM SEWER	1138.47 (O)
18" STORM SEWER	1138.47 (O)
12" STORM SEWER	1138.47 (O)
8" STORM SEWER	1138.47 (O)
4" STORM SEWER	1138.47 (O)
2" STORM SEWER	1138.47 (O)

STRUCTURE NAME	ELEVATIONS	LOCATION TO CENTER OF STRUCTURE
STORM INLET	1144.40	19+43.86, 0.00
TYPE 1 AREA INLET	1144.40	E 474.52
STORM INLET	1144.40	19+43.86, 0.00
TYPE 1 AREA INLET	1144.40	E 474.52
STORM INLET	1144.40	19+43.86, 0.00
TYPE 1 AREA INLET	1144.40	E 474.52

STRUCTURE NAME	ELEVATIONS
CLUB INLET INFORMATION	
INLET	1144.40
TYPE 3 CURB INLET	1144.40

HEIMES

LOTS 1, 2, 3, 4, AND 5



STORM SEWER NOTES

1. ALL STORM SEWERS SHALL BE 15' MINIMUM COVER.
2. THE COVER OF EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
5. EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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8. EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
9. EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
10. EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.

LEGEND

- 30.00 FOOT WIDE STORM SEWER AND 30.00 FOOT WIDE SANITARY, STORM SEWER AND SANITARY TO BE RECORDED BY SEPARATE DOCUMENT
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER



7/7/2017 2:21 AM 804 PLOT 4 WALTON1402-1408_0000000.dwg User: B-333-00001402-1408_0000000

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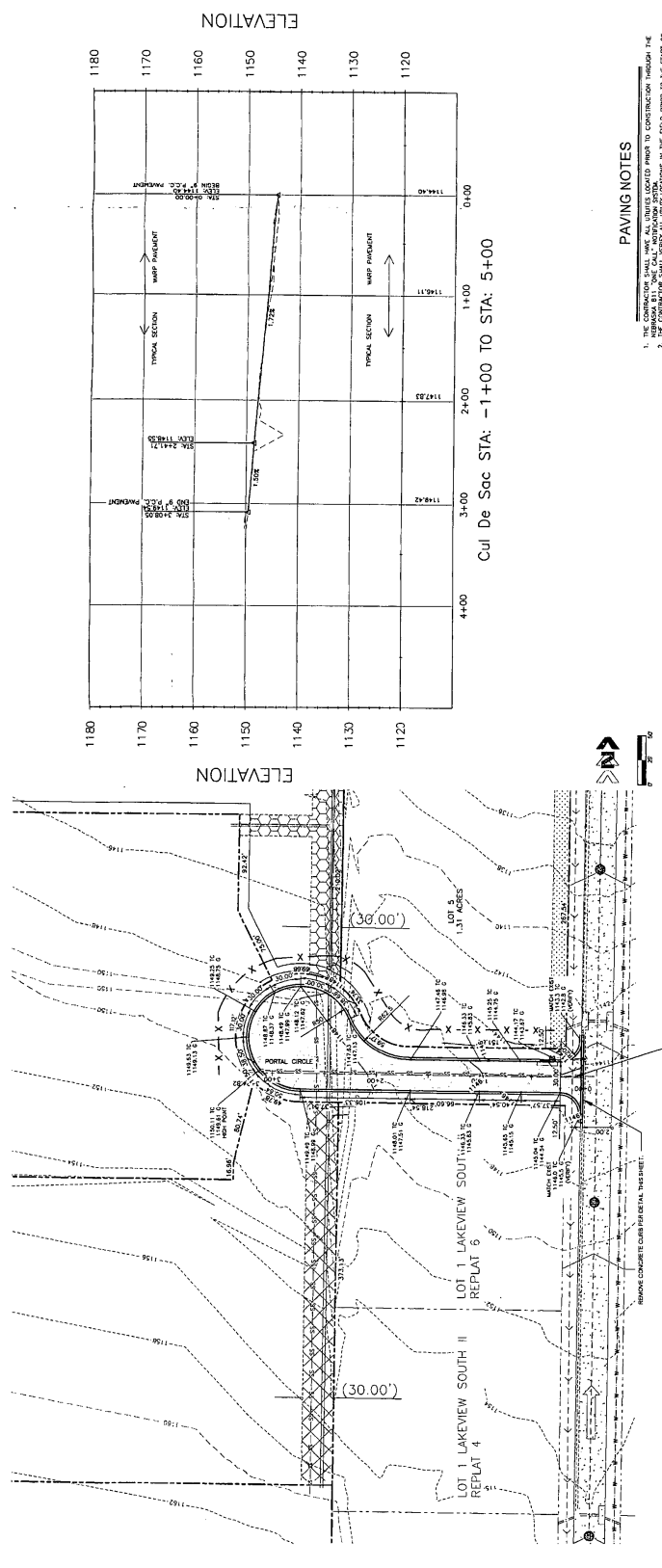


Thompson, Dressen & Corner, Inc.
10838 Old Mill Rd
Omaha, NE 68154
P-402.330.8880 www.td2co.com

HEIMES LOTS
1-5

Client Name
Heimes Corp.

Professional Seal



Revised Dates

No.	Description	MAILED BY
1		
2		
3		
4		
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6		
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14		

Drawn By: BSO
Reviewed By: BSL
Job No.: 1642-108
Date: 09-23-17

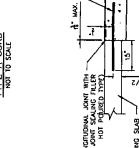
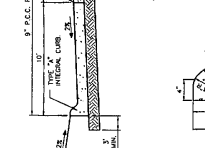
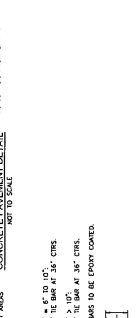
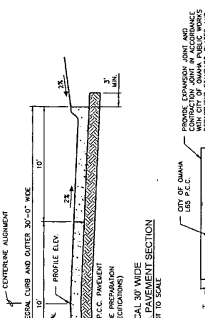
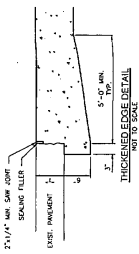
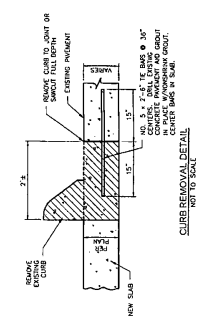
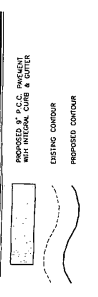
Sheet No.
GRADING, PAVING
AND EROSION
CONTROL PLAN

Sheet Number
SHEET 5 OF 6

PAVING NOTES

1. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION THROUGH THE ENTIRE PROJECT AREA. VERIFY ALL UTILITIES IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
3. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
4. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
5. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
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8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
9. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
10. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
11. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
12. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
13. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.
14. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE OR UTILITIES.

LEGEND



9/27/2017 8:51 AM BSO DESIGNED BY BSO CHECKED BY BSL DATE 09/23/17

AF

Exhibit "F" Sewer Connection Agreement

Ag

DRAFT

**HEIMES
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)**

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this ___ day of _____, 2017, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), J&H Investments, LLC and LB Southwest, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (hereinafter referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lots 1-5, Heimes, as depicted on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and into the Sarpy Industrial Sewer ("Industrial Sewer") within City's Future Growth Area ("City's FGA") within the meaning of the Nebraska County Industrial Sewer Construction Act (Neb.Rev.Stat. _23-3601, et seq.); and

WHEREAS, City is the authorized agent to issue permits for connection to the Sarpy Industrial Sewer within City's FGA and to collect sewer connection fee for such connections on behalf of Sarpy County; and

WHEREAS, Sarpy County is to be a third party beneficiary of the agreements herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

1

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the "sewer system of the City":

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system

of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the public sanitary sewer located in Heimes subject to the conditions of an agreement with Sarpy County.

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, *infra*.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no

event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V, *infra*, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, *infra*, hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

V

Owner agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City in effect at the time of the connection;
2. obtain from the City a permit to so connect, as may be required by the ordinances of the City in effect at the time of the connection.

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3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.
4. upon written notice by City, immediately disconnect any connection to the sewer system of the City which has been made by the Owner without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City pertaining to sewer connections.

VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of

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the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.

- 3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless Owner shall advise the City in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term which said Party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV, supra.

IX

The failure of either Party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat – Heimes

Exhibit "B": Sanitary Sewer Exhibit

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and

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clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both Parties acknowledge and agree that this written Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XIII

The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF, we, the Parties hereto, by our respective duly authorized agents, hereto affix our signatures at La Vista, Nebraska, the day and year first above written.

ATTEST:

CITY OF LA VISTA, a municipal corporation in the State of Nebraska

CITY CLERK

BY:

MAYOR

6/27/2017 Draft

Am

J&H Investments, LLC,
A Nebraska limited liability company

By: _____
_____ It's Authorized Agent

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2017, before me a
Notary Public, duly commissioned and qualified in and for said County,
appeared _____ personally known by me to be an Authorized
Agent of LV Southwest, L.L.C., a Nebraska limited liability company, and the identical person
whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to
be his voluntary act and deed, and the voluntary act and deed of said company

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

An

LB Southwest, L.L.C.,
A Nebraska limited liability company

By: _____
_____ It's Authorized Agent

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2017, before me a
Notary Public, duly commissioned and qualified in and for said County,
appeared _____ personally known by me to be an Authorized
Agent of J&H Investments, LLC, a Nebraska limited liability company, and the identical person
whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to
be his voluntary act and deed, and the voluntary act and deed of said company

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

AO

EXHIBIT "A"

AP

EXHIBIT "B"

Aq

Exhibit "G"

Sanitary Sewer Plan

AV



Matthew, Heimesen & Dorner, Inc.
10836 Old Hill Rd
Omaha, NE 68154
P-402.330.8880 www.td2co.com

HEIMES LOTS
1-5

Client Name
Heimes Corp.

Professional Seal

Revisions/Checks

No.	Description	Date

Drawn By: BSO
Checked By: BSO
Job No.: 1842-108
Date: 08-23-17

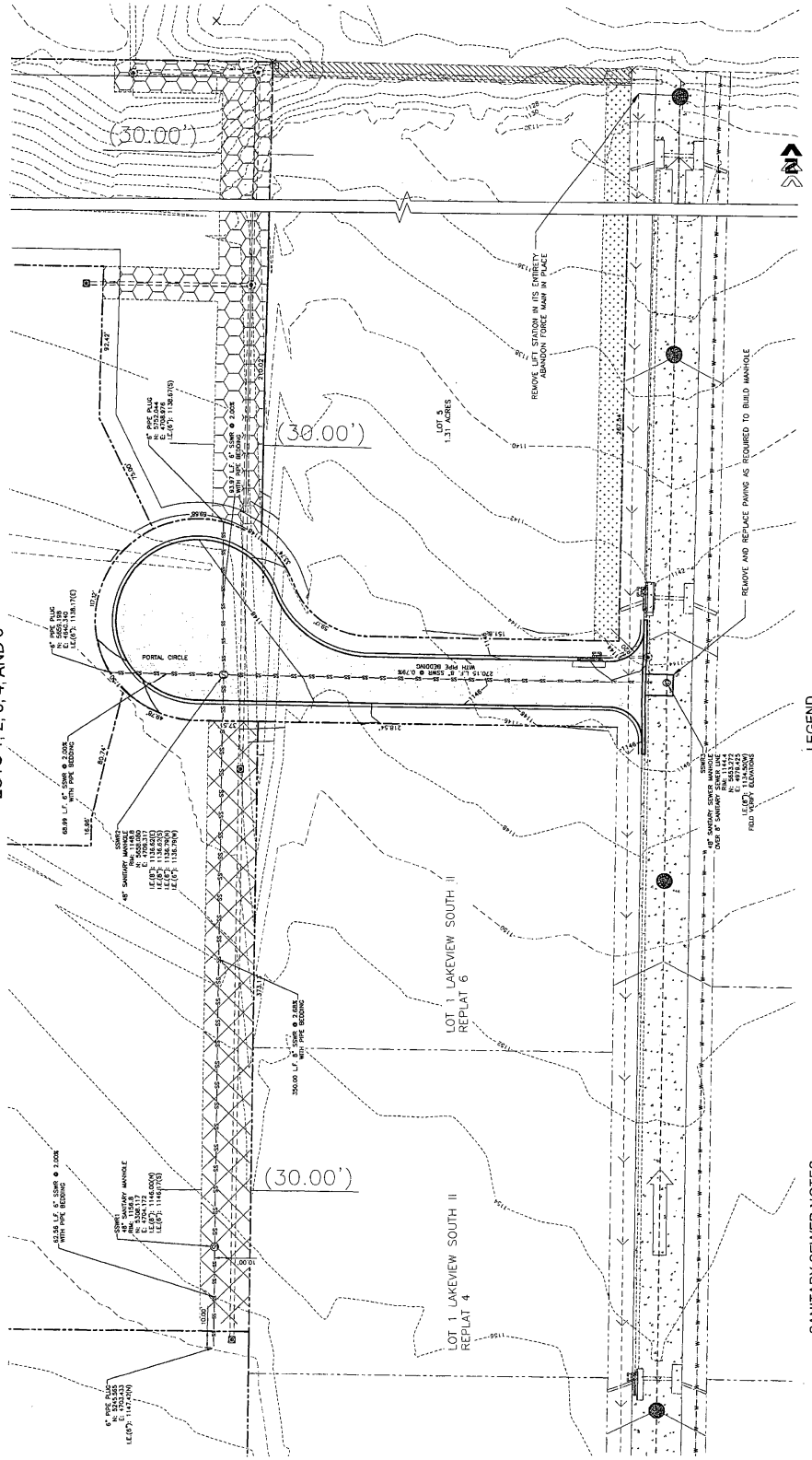
Sheet Title
Sanitary Sewer
Plan

Sheet Number
SHEET 3 OF 6



HEIMES

LOTS 1, 2, 3, 4, AND 5



LEGEND

- - - - - PROPOSED SANITARY SEWER
- - - - - EXISTING STORM SEWER
- - - - - EXISTING SANITARY SEWER
- - - - - EXISTING WATER MAIN
- - - - - EXISTING GAS MAIN
- M EXISTING WATER MAIN
- - - - - EXISTING CONDUIT
- - - - - PROPOSED CONDUIT

SANITARY SEWER NOTES

1. THE NUMBER OF CONNECTIONS FROM THIS SEWER SHALL NOT EXCEED THE CAPACITY PER CONNECTION WITH PIPE SIZES OF 6\"/>
- 2. AT THE END OF THE LIFT STATION, THE CONNECTION SHALL BE MADE TO EXISTING 12\"/>
- 3. THE CONDUIT SHALL BE MADE OF 12\"/>
- 4. EXISTING SANITARY SEWERS SHALL BE REPLICATED WITH 12\"/>
- 5. EXISTING SANITARY SEWERS SHALL BE REPLICATED WITH 12\"/>
- 6. THE REPLICATED SANITARY SEWERS SHALL BE MADE OF 12\"/>
- 7. THE REPLICATED SANITARY SEWERS SHALL BE MADE OF 12\"/>
- 8. THE REPLICATED SANITARY SEWERS SHALL BE MADE OF 12\"/>

As

Exhibit "H"

Itemized Estimate

At

Heimes

June 27, 2017
Thompson, Dreesen & Domer, Inc.

Description	Units	Quantity	Cost	Total
Sanitary Sewer				
1	L.F.	290	\$ 30	\$ 8,700
2	L.F.	600	\$ 35	\$ 21,000
3	V.F.	20	\$ 380	\$ 7,600
4	EA.	2	\$ 500	\$ 1,000
5	EA.	1	\$ 2,000	\$ 2,000
6	EA.	1	\$ 25,000	\$ 25,000
				\$ 65,300
7				\$ 8,100
				\$ 73,400
8	AC	24.02	\$ 5,500	\$ 132,110
9	AC	24.02	\$ 6,690	\$ 160,694
Total				\$ 366,204
Storm Sewer				
10	L.F.	65	\$ 50	\$ 3,250
11	L.F.	100	\$ 54	\$ 5,400
12	L.F.	950	\$ 76	\$ 72,200
13	L.F.	70	\$ 80	\$ 5,600
14	EA.	2	\$ 3,000	\$ 6,000
15	EA.	3	\$ 3,000	\$ 9,000
16	V.F.	5	\$ 500	\$ 2,500
17	V.F.	6	\$ 600	\$ 3,600
18	EA.	2	\$ 500	\$ 1,000
				\$ 108,600
19				\$ 21,800
Total				\$ 130,400
Paving				
20	C.Y.	500	\$ 5	\$ 2,500
21	S.Y.	1800	\$ 52	\$ 93,600
22	L.F.	85	\$ 10	\$ 850
23	EA.	1	\$ 300	\$ 300
24	EA.	1	\$ 300	\$ 300
				\$ 97,600
25				\$ 19,600
Total				\$ 117,200
Water				
26	L.S.	1	\$ 35,675	\$ 35,675
27	L.S.	1	\$ 459,383	\$ 459,383
				\$ 495,058
28				\$ 24,800
Total				\$ 519,900
Electricity				
29	AC.	24.02	\$ 3,580	\$ 85,992
				\$ 85,992
30				\$ 4,300
Total				\$ 90,300

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Name of Addition

Heimes

June 27, 2017

	Proposed Improvements			Total ¹ Cost	Private Funding
	Quantity	Construction Cost	Engineering/ Administrative Fees		
Sanitary Sewer Interior	890	\$65,300	\$8,100	\$73,400	\$73,400
Storm Sewer	1185	\$108,600	\$21,800	\$130,400	\$130,400
Paving	1800 SY	\$97,600	\$19,600	\$117,200	\$117,200
Water Interior	1 L.S.	\$495,058	\$24,800	\$519,900	\$519,900
Gas Interior	0 L.S.	\$0	\$0	\$0	\$0
Electricity Backbone	24.02 AC.	\$85,992	\$4,300	\$90,300	\$90,300
Total		<u>\$852,550</u>	<u>\$78,600</u>	<u>\$931,200</u>	<u>\$931,200</u>

¹ Total cost includes engineering fees and administrative fees

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BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT AND AUTHORIZING CHAIRMAN TO SIGN THE SEWER CONNECTION AND WASTEWATER SERVICE AGREEMENT WITH J&H INVESTMENTS, LLC AND SANITARY AND IMPROVEMENT DISTRICT 48 (Heimes Development)

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

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

WHEREAS, Sarpy County operates a sanitary sewer system pursuant to County Industrial Sewer Act, found at Neb. Rev. Stat. § 23-3601, *et seq*; and,

WHEREAS, Sarpy County has an agreement for wastewater service with City of Omaha at Resolution 2013-345, as amended, in which City of Omaha has agreed to treat wastewater which flows through the Sarpy Interceptor Sewer ("Sarpy Sewer") from the Sarpy County Service Area; and,

WHEREAS, J&H Investments, LLC desires to provide for the flow, transportation and handling of sewage collected in or flowing into the J&H Investments, LLC sewer to be constructed and has requested connection to the Sarpy Sewer and to permit flowage thereof into the Sarpy Sewer; and,

WHEREAS, an agreement has been proposed with J&H Investments, LLC outlining the requirements, responsibilities, and payment of sewer connection fees and sewer use fees for the proposed J&H Investments, LLC sewer connection to the Sarpy Sewer. A copy of said Sewer Connection and Wastewater Service Agreement is attached hereto; and,

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Sewer Connection and Use Agreement J&H Investments, LLC.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, are hereby authorized on behalf of this Board to sign the attached.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 31st day of October 2017.

Attest

SEAL



David R. Kelly
Sarpy County Board Chairman

Debra J. Houghtaling
County Clerk

AW

AGREEMENT FOR SEWER CONNECTION AND WASTEWATER SERVICE BETWEEN COUNTY OF SARPY, NEBRASKA AND DEVELOPERS J&H INVESTMENTS, LLC AND SID 48

THIS AGREEMENT, made this 31st day of October, 2017 by and between J&H Investments, LLC, a Nebraska limited liability company (hereinafter called "Developer"), Sanitary Improvement District 48 (hereinafter called "SID 48") and the County of Sarpy, a Political Subdivision of the State of Nebraska (hereinafter called "County"). Collectively, Developer, SID 48, and County, are hereinafter sometimes referred to as a Party or collectively the "Parties."

RECITALS

WITNESSETH THAT:

WHEREAS, County owns and operates Sarpy County Industrial Sewer (hereinafter "Sarpy Sewer") in the Papillion Creek Watershed pursuant to the Nebraska County Industrial Sewer Construction Act (Neb. Rev. Stat. Sect. 23-3601, et seq.) (hereinafter "the Act"); and,

WHEREAS, SID 48 is within the boundaries of Sarpy County, Nebraska, within the Sarpy County Wastewater Service Area and has interior wastewater systems that convey wastewater from the areas comprising SID 48 (the "SID 48 Service Area") into the Sarpy Sewer, as shown on Exhibit "B-1 and B-2", attached hereto and incorporated herein by reference.

WHEREAS, Developer is improving an area within the boundaries of Sarpy County, Nebraska, located within the Sarpy Wastewater Service Area, comprised of 25.961 acres for commercial/industrial use hereinafter known as "Project" and has, or construction of interior wastewater systems are contemplated, as shown on Exhibit "A" that will convey wastewater from the Project into the SID 48 sewer system and ultimately into the Sarpy Sewer as shown on Exhibit "B-1 and B-2".

WHEREAS, sewage from the Sarpy Sewer flows into the City of Omaha Wastewater Treatment System pursuant to the Act.

WHEREAS, County has an agreement with the City of Omaha, titled "Agreement for Wastewater Service Between the City of Omaha, Nebraska, Sarpy County, Nebraska and the City of Gretna, Nebraska" approved by County Resolution 2013-345 (hereinafter "the Omaha Sewer Agreement"), which said Omaha Sewer Agreement provides the terms for wastewater treatment of sewage flowing from the Sarpy Sewer to the Omaha Wastewater Treatment System; and,

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WHEREAS, Developer desires to provide for the flow, transportation and handling of sewage collected in or flowing into the Developer Sewer constructed or to be constructed by it, and requests to connect to the SID 48 sewer system and permit flowage thereof into the Sarpy Sewer within the meaning of the Act; and,

WHEREAS, it is to the mutual advantage of the Parties hereto and in the general public interest for the sewage of Developer to flow into the SID 48 Sewer and Sarpy Sewer; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:
 - a. Agreement. The term "Agreement" shall mean this Sewer Connection and Wastewater Service Agreement and all Exhibits to this Agreement.
 - b. County Board. The term "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.
 - c. Development Area. The term "Development Area" shall mean approximately 25.961 acres of land as described on Exhibit A (final plat) attached hereto.
 - d. Developer Sewer. The term "Developer Sewer" shall include, whether now in existence or hereafter constructed, all sanitary sewers, Developer Sewers and appurtenances thereto as shown on Exhibits "B-1" and "B-2" (map detailing sewer in Development Area) attached hereto.
 - e. Sarpy Sewer. The term "Sarpy Sewer" shall be deemed to include, whether now in existence or hereafter constructed, any wastewater or sanitary sewer or system of sewers owned by County and any wastewater or sanitary sewer or system of sanitary sewers not a part of the sewer system of Developer and not owned by County, but through which County has an easement, license or other right or other license to transport wastewater and sanitary sewage.
 - f. SID 48 Sewer. The term "SID 48 Sewer" shall be deemed to include, whether now in existence or hereafter constructed, any wastewater or sanitary sewer or system of sewers owned by SID 48 and within the boundaries of SID 48 as shown on Exhibit "A".
 - g. Wastewater. The term "Wastewater" shall include, but not be limited to, wastewater and sanitary sewage.

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- h. Connection points. The Developer Sewer shall connect to the SID and Sarpy Sewer at the connection points identified and shown on Exhibits B.
 - i. Developer. The term "Developer" shall mean the party described above.
- 2. **Present Condition**. Parties acknowledge that due to timing of construction of Sarpy Sewer extension as detailed by Exhibits "B-1" and "B-2", Sarpy Sewer is not available to accept wastewater as of the date of this agreement.
- 3. **Permission to Connect to SID 48 Sewer**. Subject to the conditions and provisions hereinafter specified, SID 48 hereby grants permission to the Developer to connect the Developer Sewer to the SID 48 Sewer in such manner and at such place or places as designated on plans submitted by the Developer and approved by SID 48 and County, all as shown on Exhibit "B", contingent upon the following: (1) the proposed plans and specifications for Developer's Sewer and removal of SID 48 lift Station and force main have been formally approved by SID 48 and County in writing, and (2) the as-built plans and specifications for Developer's Sewer have been formally approved by SID 48 and County. SID 48 further agrees to accept the resulting sanitary sewage from that portion of the Development Area in accordance with the rules and regulations of County. SID 48 approval is limited to the Development Area and those connection points shown on Exhibits "B-1" and "B-2".
- 4. **Permission to Connect to Sarpy Sewer**. Subject to the conditions and provisions hereinafter specified, the County hereby grants permission to the Developer to connect the Developer Sewer to the Sarpy Sewer in such manner and at such place or places as designated on plans submitted by the Developer and approved by County, contingent upon the following: (1) the proposed plans and specifications for Developer's Sewer have been formally approved by County in writing, and (2) the as-built plans and specifications for Developer's Sewer have been formally approved by County. County further agrees to accept and process the resulting sanitary sewage from that portion of the Development Area in accordance with the rules and regulations of County. County's approval is limited to the Development Area and those connection points shown on Exhibits "B-1" and "B-2".
- 5. **Connection Restrictions**. Developer agrees that no connection shall be made to the SID 48 Sewer or Sarpy Sewer until: (1) the proposed plans and specifications for Developer Sewer have been formally approved by County, (2) as-built plans and specifications for Developer Sewer have been formally approved by County.
- 6. **Developer Warranty**: Developer expressly promises, warrants, covenants and agrees:
 - a. The Developer Sewer shall be constructed in strict accordance with plans and specifications and in the location approved in writing by the County.

- b. County has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Developer Sewer prior to construction and connection to the SID 48 and Sarpy Sewer. The design criteria used by Developer shall meet or exceed the standards of the City of Omaha Standard Specification for Public Works Construction, 2014 Edition and the applicable 2014 City of Omaha sewer construction standard plates.
- c. The Developer Sewer shall be designed and constructed, and as required reconstructed, at the expense of Developer and the property therein, and at no expense to County.
- d. In the event that County discovers anything in the construction, or operation of the Developer Sewer which is not in conformance with plans approved by the County, in the reasonable opinion of the County, be detrimental to the proper operation of the Sarpy Sewer, or any part thereof, Developer shall, upon written notice thereof, promptly correct said defects.
- e. The Developer Sewer shall comply with all applicable Federal, State, and local laws, ordinances, and regulations concerning: (1) use, operation, and maintenance, and (2) wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Developer Sewer.
- f. Wastewater flowing into, passing through, or emptied into the Sarpy Sewer from the Developer Sewer shall be in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or sewage within County and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the wastewater system of Developer into the Sarpy Sewer.
- g. The County shall not be responsible for the maintenance and repair of the Developer Sewer.
- h. In the event Developer for any reason fails in any respect as to its covenants contained in this Paragraph 6, then County may, at its option, with notice to Developer, perform such maintenance and repair or correct such defects. The Developer, upon written demand by County, shall promptly reimburse County for all work, services, materials and other expenses incurred or expended by County in connection therewith.
- i. Except as set forth herein, Developer shall not, directly or indirectly, permit connection to the sewer owned by the City of Omaha, SID 48 Sewer, the Sarpy Sewer, or any future extension thereof, of any property, lot, or structure used or to be used for any purposes whatsoever without the express permission of County, SID 48 or the City of Omaha by execution of an Interceptor Connection Agreement and/or a

wastewater service agreement. Any unauthorized connections prior to completion of the referenced agreements shall be subject to inspection fees ten times the current fees for interceptor connection inspections.

- j. Developer shall defend, indemnify, and hold harmless SID 48, the County, as well as their respective officers, employees and agents, from and against any and all construction costs, loss, damage, claims, suits demands, penalties, court costs, attorneys' fees, judgments, or liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions, or negligence of the Developer, its officers, agents, employees, contractors, subcontractors, and anyone acting under the direction of the Developer, in doing any work or construction of the Developer Sewer, or by or in consequence of any performance of this Agreement.
 - k. Developer shall defend, indemnify, and hold SID 48 and the County, as well as their respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful connection and/or disbursement of sewage originating by or from Developer into the County Sewer. Any and all resulting fees and/or penalties imposed by DEQ due to Developer's actions, as described above, shall be the full responsibility of Developer.
 - l. Developer is and shall be bound to and by any provisions of any ordinance, rule, or regulation relating to sewer use fees provided for under Paragraph 8, infra, hereinafter made and adopted by County.
 - m. Developer shall promptly file all reports, pay all connection fees, and perform all other obligations of the Developer provided for in this Agreement or otherwise required by state statutes or the County's ordinances, regulations, or rules as amended and supplemented from time to time.
 - n. Prior to connection to Sarpy Sewer extension as detailed on Exhibits "B-1" and "B-2", Developer shall be required to remove SID 48 Lift Station and construct connection to County Sewer at the connection point shown in Exhibits "B-1" and "B-2". Further, Developer shall be required to disconnect SID 48 force main and abandon in place. Prior to removal of the lift station and force main, Developer shall provide notification to SID 48 and County.
7. **Connection Fees.** The Development Area shall be subject to the Sarpy County Sewer Connection Fee Regulations and Sewer Connection Fee Schedule (hereinafter "Sewer Regulations"). The Sewer Regulations require payment of a sewer connection fee at the time of the filing of the Final Plat (hereinafter the "Sewer Connection-Plat Fee"), and payment of

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a sewer connection fee pursuant to the Sarpy County Master Fee Schedule currently in effect at the time of the building permit application (hereinafter the "Sewer Connection-Building Permit Fee"). Prior to filing the Final Plat with the Sarpy County Register of Deeds, Developer shall pay the Sewer Connection-Plat Fee at the time of the filing of the final plat. Any additional platting and/or development of the Development Area (including, any conversion of unbuildable outlots or portions thereof to buildable lots) shall be subject to such Sewer Regulations as are in effect and generally applicable at the time of such further platting and/or development. It is expressly understood that County reserves the right to collect, through City of LaVista, all connection charges and fees as required by County regulations, ordinances, or rules. Once fees are paid pursuant to this paragraph 7, no further connection fees related to the Developer Sewer shall be imposed upon Developer, and/or its successors and/or assigns for the Development Area.

8. **Service Fees.** Charges for retail flow and customer charges (treatment and maintenance) for all customers within Development Area shall be based upon MUD water consumption at the same flow charges as other similarly situated entities now and hereafter established by County. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent.

9. **Permit Required.** Developer further expressly promises covenants and agrees that no connection shall be made to the SID 48 Sewer or Sarpy Sewer until a sewer permit shall have been obtained from City of LaVista. Upon reasonable notice by County, Developer shall cause to be disconnected any connection to the Sarpy Sewer which has been made without the required permit from City of LaVista or which is in contravention of the ordinances, regulations, rules, or specifications of the County or City of LaVista pertaining to sewer connections.

10. **Other Connections at County Request.** Upon the written request by the County, and (a) another Sanitary and Improvement District, (b) another sewer developer, or (c) any other person or entity, for permission to connect to Developer's Sewer, Developer shall allow such connection to be made without charge by Developer, provided that such additional party agrees in writing to hold Developer harmless and indemnify Developer for any damage caused during the installation of such sewer system, or such increased use of the Developer Sewer.

11. **Amendments, Federal and State Regulations.** Except as precluded by any Federal law or regulation, County and Developer shall promptly meet to discuss and implement in good faith changes to this Agreement that are necessary to timely comply with revisions or additions to State or Federal regulations.

12. **Term and Termination.** This Agreement shall be effective as of the date first written above and shall be for a term of ten (10) years from the date the Developer Sewer is first connected to and put in service on the SID 48 Sewer, and shall automatically renew on the same terms

and conditions as herein set forth for additional successive terms of ten (10) years each. If there is a change in circumstances that a party believes in good faith will require an amendment to this Agreement to deal with, that party shall give notice to the other party of its desire to amend, which notice shall specify the terms of the amendment desired and the reasons for same. The parties then shall promptly engage in good faith discussions as to what changes are needed and neither party shall unreasonably withhold approval of an amendment which addresses and resolves the changed circumstances identified in the notice, provided no such amendment shall be effective unless it is in writing and duly executed by both parties.

13. **Disconnections and Termination.** County and SID 48 shall have the right to make any disconnections and make a claim for the expenses thereof from Developer should Developer neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Should Developer cease to use any wastewater system connected to the SID 48 and/or Sarpy Sewer, Developer shall disconnect the same at its expense or failing that, County or SID 48 respectively may disconnect the same and make a claim for the expense of Developer. County and SID 48 acknowledge that the Sarpy Sewer is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of County or SID 48 to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.
14. **Sampling and Testing Costs.** Any sampling or testing by any Party shall be done at the testing Party's expense.
15. **Interruption of Service.** In the event of an interruption of service by County or SID 48, it is understood and agreed that County and SID 48, its respective officers, employees and agents, in the absence of gross negligence, shall be indemnified and held harmless and absolutely free of any liability to Developer, or to any owners or lessees of the Developer's property or premises.
16. **Force Majeure Event.** A Force Majeure Event means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the

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Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event, provided the party claiming excuse because of Force Majeure has given the other party written notice of the Force Majeure event on which it is relying and a reasonable estimate of its likely impact on performance under this Agreement within five (5) business days following the Force Majeure event.

17. **Agreement Binding.** The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
18. **Hazardous Wastes.** It is agreed and understood that the Parties to this Agreement are, or may be subject to Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act, as such laws or regulations may be changed or amended from time to time.
19. **Breach:** In the event of Developer's breach of any of the terms and conditions hereof or any warranty or covenant herein made by Developer to either County or SID 48, then:
 - a. In the case of a breach of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Developer Sewer, Developer shall, within five (5) days from receipt of SID 48 or County's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by County or SID 48, and Developer shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of County or SID 48.
 - b. In case of any other type of breach by Developer, Developer shall cure said breach to the reasonable satisfaction of County or SID 48 within thirty (30) days from receipt of notice of such breach.
 - c. In the event Developer shall fail to cure any breach within the applicable time and manner set out above, County and SID 48 may:
 - i. Upon giving Developer sixty (60) days' notice of intent to do so, County and/or SID 48 may require Developer to disconnect the Developer Sewer from the Sarpy

Sewer or County and/or SID 48 may itself cause such disconnection to be made, if at the expiration of the sixty (60) day period the breach is not cured to the reasonable satisfaction of County and/or SID 48. Any such disconnection shall be made at the expense of Developer.

- ii. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the Developer Sewer, County and SID 48 shall have the absolute right, but not obligation, at its option to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by Developer, as the case may be, in either of which case the Developer agrees:
 - 1. Developer shall immediately reimburse County and/or SID 48 for any and all expense incurred in connection therewith.
 - 2. Developer shall indemnify and hold harmless SID 48 and County, its respective officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of County's taking or completing corrective measures.
- iii. In addition to whatever other remedies are granted to County and SID 48 herein, County and SID 48 may avail itself of all other rights and remedies that County and SID 48 may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforces full compliance by the Developer of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Developer, by both mandatory and prohibitory injunction.

20. **No Waiver of Breach:** The failure of any Party to exercise its rights upon any default or breach by the other Party shall not constitute a waiver of such rights as to any subsequent default or breach.

21. **Emergency Measures.** If there is a breach by Developer of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Developer Sewer, resulting in discharge of raw sewage or other environmental hazard which is harmful to the public health and safety that Developer is not already implementing effective measures to remedy, County and/or SID 48 may take immediate remedial measure to fix the harm and Developer shall reimburse County and/or SID 48 for their respective costs of same on demand.

22. **Acknowledgment.** Parties acknowledge that the Developer Sewer, SID 48 sewer and the Sarpy Sewer are subject to the prohibitions and limitations of the Omaha Municipal Code, Chapter 31, Article III, as on file with the City Clerk of the City of Omaha, Nebraska.

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23. **Nondiscrimination.** County, SID 48 and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations or disabilities in violation of federal or state or local ordinances.
24. **Incorporation of Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
25. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
26. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified or altered unless by written agreement signed by all Parties to this Agreement.
27. **Severability.** It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of Nebraska or of the United States, the validity of the remaining terms and conditions, provision or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.
28. **New Employee Work Eligibility Status.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114, as applicable. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska for a public employer, as defined in the above-cited statutes. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
29. **Conflicts.** Pursuant to Neb. Rev. Stat. §23-3113, County declares and affirms that no officer, member or employee of County, and no member of its governing body and no other public official of County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of either Parties' obligations pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any partnership or association in which he or she is directly or indirectly interested; nor shall any employee of County, nor any member of its governing body have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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30. **Notice.** Each Party agrees to provide the other Party with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by the other Party to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any Party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Party to this Agreement. The addresses for the purpose of notice and other communications are as follows:

County:

County Clerk, County of Sarpy
1210 Golden Gate Drive, #1250
Papillion, NE 68046

Developer:

J&H Investments, LLC
c/o Heimes Corp.
9144 S. 147th Street
Omaha, NE 68138

SID 48: c/o Adams & Sullivan, P.C., L.L.O.

1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

31. **Assignment.** This Agreement shall be binding upon the Parties and their respective successors and assigns. The covenants, warranties and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns.

32. **Good Faith.** Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

33. **Authority.** Each Party represents, covenants and warrants to the other Party that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of such Party, and are valid, binding and enforceable obligations of such Party in accordance with their respective terms.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
35. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County, SID 48 and Developer, nor between County and/or SID 48 and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. If enquiry is made, Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.
36. **Titles.** The titles or headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.
37. **Indemnification.** Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all third party liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party related to or arising out of the terms and requirements of this Agreement
38. **Binding Effect:** This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the property officials thereunto duly authorized as of the dates below indicated.

Executed by County this 31st day of October, 2017.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

David R Kelly
Chairperson, Board of Commissioners

Attest:



Debra J. Houghtaling
Sarpy County Clerk

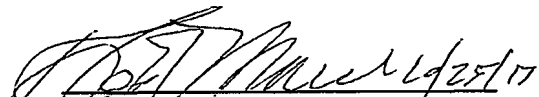
Approved as to form:

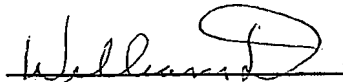
Michelle Spitzberg
Sarpy County Attorney

Bk

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 48 OF
SARPY COUNTY, NEBRASKA

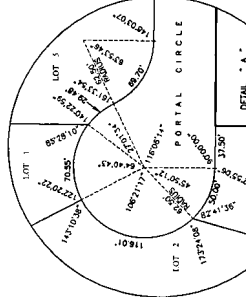
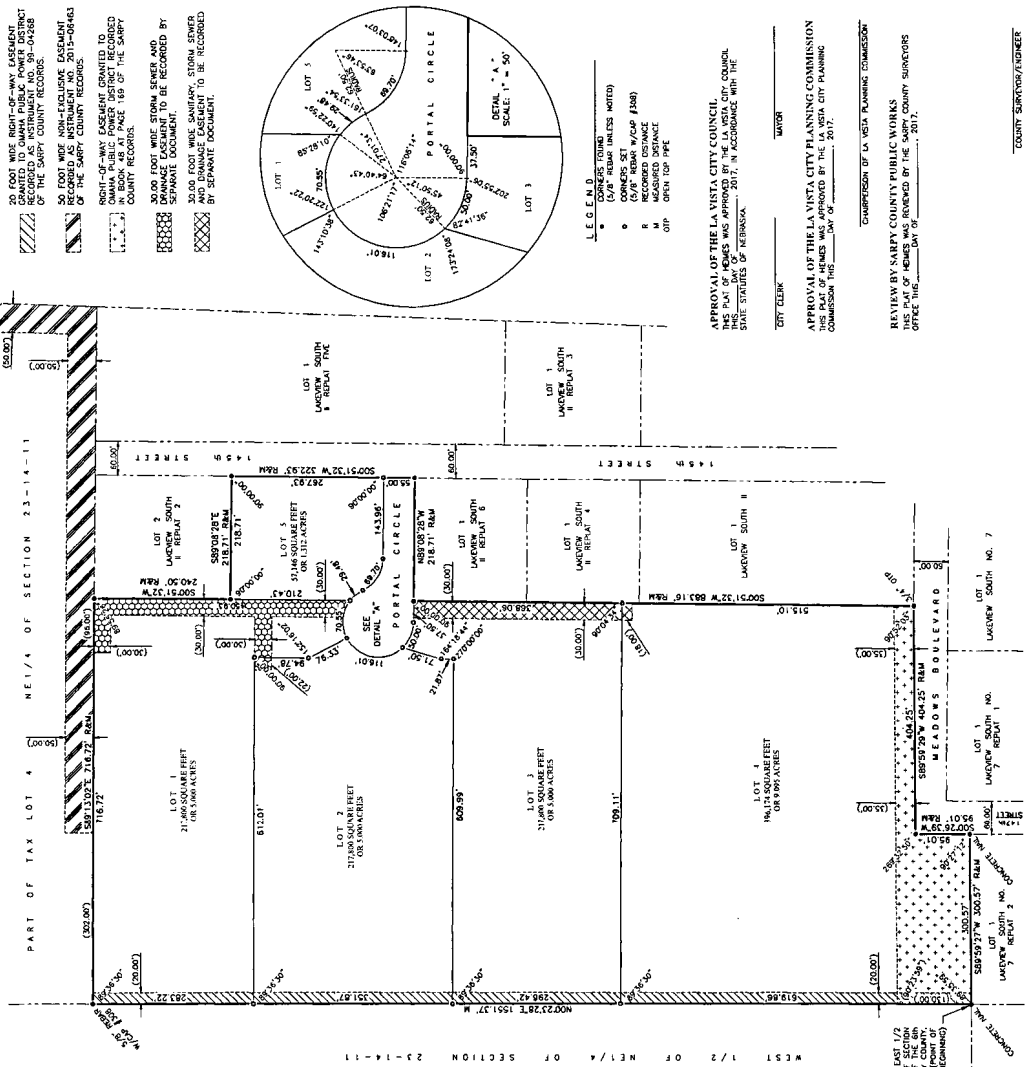

Clerk _____ Date _____

By:  10-25-19
Its Chairman Date _____

HEIMES

LOTS 1 THRU 5, INCLUSIVE
 BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPLAT 4, A SUBDIVISION IN SARY COUNTY, NEBRASKA, TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 21, T4N, R16E OF THE 66th P.M., SAID SARY COUNTY.

- NOTES
1. ALL LINES SHOWN UNLESS OTHERWISE NOTED TO BE IN CONFORMANCE WITH THE RECORD DRAWING.
2. DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EXISTENCES.



- LEGEND**
- (V) - REAR UNLESS NOTED
 - - CORNER SET
 - (P) - CORNER (P)
 - - MEASURED DISTANCE
 - - OPEN TOP PIPE

SURVEYOR'S CERTIFICATE
 I, JASON H. WILSON, a duly Licensed Professional Surveyor in the State of Nebraska, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and to the best of my knowledge and belief it is a true and correct representation of the facts as shown on the ground and as shown on the records of the public records office of the county of Sarpy, Nebraska.

50 FOOT WIDE NON-ENCUMBERED EASEMENT FOR THE CITY OF SARPY COUNTY, NEBRASKA, TO BE RECORDED BY SEPARATE DOCUMENT.
 30.00 FOOT WIDE SANITARY, STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

50 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.
 30.00 FOOT WIDE SANITARY, STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

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HEIMES

LOTS 1 THRU 5, INCLUSIVE

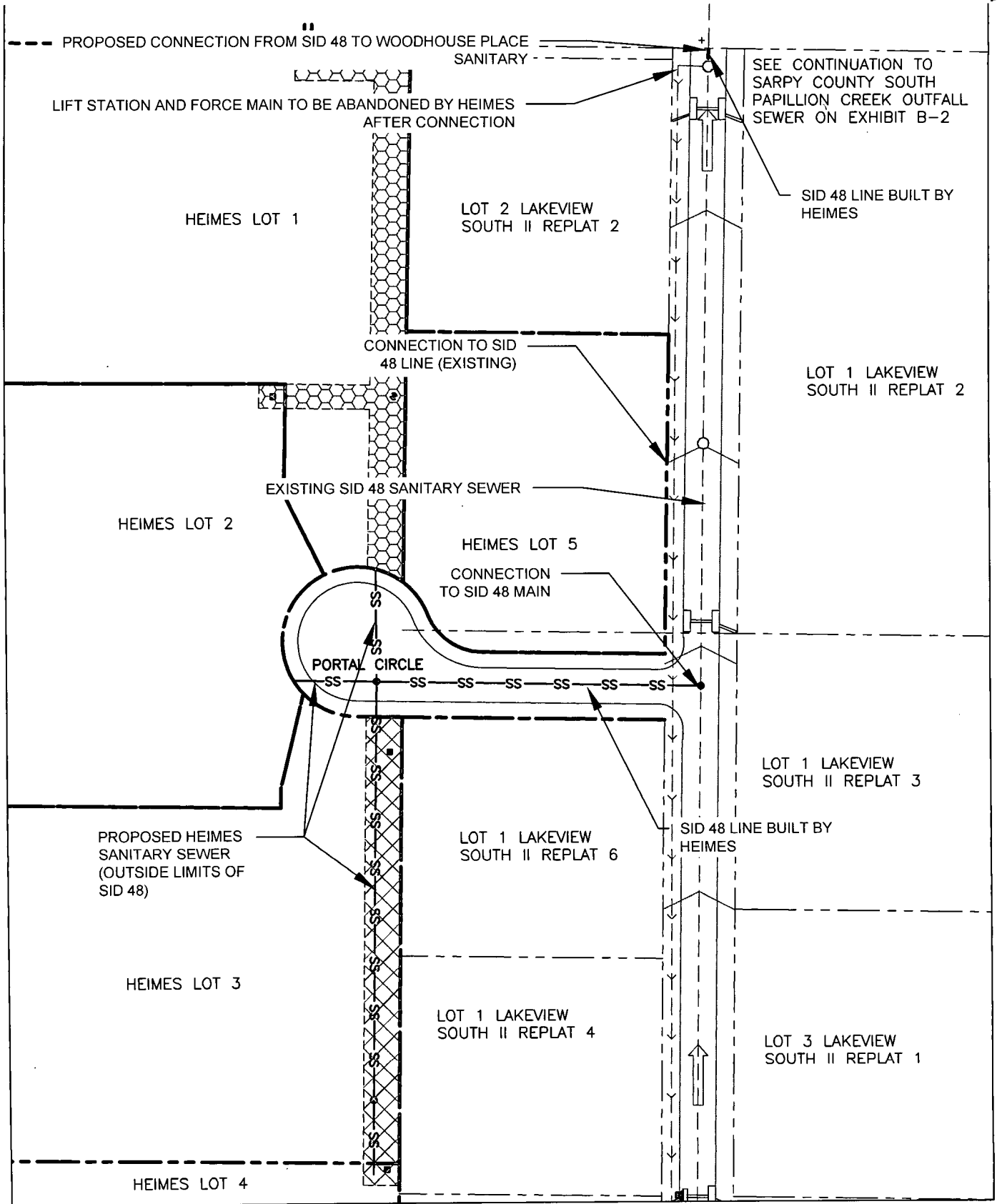
DATE: MARCH 17, 2017
 TIME: 1:00 PM
 LOCATION: SARPY COUNTY, NEBRASKA

THE STATE OF NEBRASKA, ss. I, JASON H. WILSON, a duly Licensed Professional Surveyor in the State of Nebraska, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and to the best of my knowledge and belief it is a true and correct representation of the facts as shown on the ground and as shown on the records of the public records office of the county of Sarpy, Nebraska.

ACKNOWLEDGEMENT OF NOTARY
 I, JASON H. WILSON, a duly Licensed Professional Surveyor in the State of Nebraska, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and to the best of my knowledge and belief it is a true and correct representation of the facts as shown on the ground and as shown on the records of the public records office of the county of Sarpy, Nebraska.

SARY COUNTY TREASURER'S CERTIFICATE
 I, JASON H. WILSON, a duly Licensed Professional Surveyor in the State of Nebraska, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and to the best of my knowledge and belief it is a true and correct representation of the facts as shown on the ground and as shown on the records of the public records office of the county of Sarpy, Nebraska.

Bm



Job Number: 1642-108
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 www.td2co.com

Date: 09-22-17
 Drawn By: bsd
 Reviewed By: dek
 Revision Date: ..

HEIMES LOTS 1-5

EXHIBIT B-1

EXHIBIT B-2

Proposed Sewer

Sarpy Industrial Sewer

Gretna Parallel Sewer

proposed County sewer

Impact point

Giles Rd.

56 Hwy 50

58 Hwy 50

EXHIBIT B-2

S 145th St

Virginia St

S 143rd Ave

S 143rd St

Jennifer Rd

