

2011-30353

12/01/2011 11:42:57 AM

*Floyd J. Dowling*

REGISTER OF DEEDS



COUNTER PP C.E. R  
VERIFY PP D.E. R  
PROOF WD  
FEES \$ 100.50  
CHECK# 42729  
CHG        CASH         
REFUND        CREDIT         
SHORT        NCR         
Stamped Copy

### CONTRIBUTION AND REIMBURSEMENT AGREEMENT

**THIS CONTRIBUTUION AND REIMBURSEMENT AGREEMENT** (the "Agreement") is made effective this 6<sup>th</sup> day of July 2011 (the "Effective Date"), by and between Sanitary and Improvement District No. 275 of Sarpy County, Nebraska (hereinafter referred to as the "District"), and B.H.I. Development, Inc., a Nebraska corporation (hereinafter referred to as "Developer").

#### RECITALS:

This Agreement is made in reference to the following facts and circumstances:

A. The Developer is the lawful owner of the real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), which Property is located outside of the corporate boundaries of the District.

B. The District has installed certain public improvements that have been acknowledged by the District and the Developer to confer a special benefit to the Developer's Property.

C. The public improvements installed by the District are more particularly described on the Statement of Costs (defined below) (the "Public Improvements").

D. The District and Developer desire to agree on the monetary amount of the special benefit conferred to the Property based upon the cost of installing the Public Improvements as set forth on the statement of costs, which is attached hereto as Exhibit B and incorporated herein by this reference (the "Statement of Costs").

E. It is anticipated that the District will install additional public improvements in the future, namely, the future extension of 108<sup>th</sup> Street, and water line therein from Highway 370 to the southern boundary of the residential subdivision known as Kingsbury Hills and the paving of Lincoln Street (the "Future Public Improvements").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution Amount. The District and Developer hereby agree that the total monetary amount of the Developer's contribution under this Agreement is One Million Fifty One Thousand Seven Hundred Sixty Three and 86/100<sup>th</sup> (\$1,051,763.86) Dollars (the "Contribution Amount") as set forth in the Statement of Costs.

*R+R*  
*Fullenkamp, Doyle + Jobeun*  
*11440 W. Center Rd*  
*Omaha NE 68144*

2. Payment of the Contribution Amount. The Developer hereby agrees that the Contribution Amount shall become delinquent in three (3) equal annual installments as follows:

1/3<sup>rd</sup> on 12:01 a.m. July 1, 2012

1/3<sup>rd</sup> on 12:01 a.m. July 1, 2013

1/3<sup>rd</sup> on 12:01 a.m. July 1, 2014

Each installment of the Contribution Amount shall accrue interest at the rate of seven and one half (7.5%) percent per annum until the Contribution Amount has become delinquent, and, from and after the date that each installment becomes delinquent, each installment shall accrue interest at the rate of nine and one half (9.5%) percent per annum until paid.

3. Completion of Future Public Improvements. Upon the completion of the Future Public Improvements by the District, as contemplated by this Agreement (Recital E, above), the Developer has agreed to contribute to the costs of the Future Public Improvements, including soft costs (the "Additional Contribution Amount"). The Developer shall pay the Developer's share of the costs of the Future Public Improvements to the District, as set forth in this Agreement, based upon the following methodology, as certified by the District's engineering firm (the "Engineer's Certificate"), to-wit:

<u>Improvement:</u>	<u>Methodology</u> :
108 <sup>th</sup> Street & 12-Inch Water Line	Front Footage Basis of Total Cost
Lincoln Road (Paving)	33 7/10% of the Total Cost

The Additional Contribution Amount for the Future Public Improvements shall (i) become a lien against the Property, (ii) become delinquent in three (3) equal annual installments, and (iii) shall begin to accrue interest fifty (50) days after the date of the Engineers Certificate. The Additional Contribution Amount for the Future Public Improvements shall accrue interest at the rate of one-half (.5%) percent above the underlying warrant issuance rate for the Future Public Improvements until delinquent and two and one-half (2.5%) percent above the underlying warrant issuance rate from and after the date that each installment of the Additional Contribution Amount becomes delinquent until paid.

4. Buffalo County Outfall Payments. The District agrees to reimburse Developer for any sewer connection fees that the District receives from the City of Papillion, Nebraska, for building permits issued for the Property or any portions thereof, pursuant to that certain Interlocal Cooperation Agreement for Buffalo Outfall Sewer dated April 18, 2006, that was entered into by and between the District and the City of Papillion, Nebraska.

5. Records. The District shall maintain records of all costs incurred by the District in connection with the installation of the Public Improvements and the Future Public Improvements and Developer's Contribution Amount and Additional Contribution Amount, and Developer shall have the right to review such records at any reasonable time to assure that such records are accurate.

6. Certification of Contribution Amount; Recording. The District shall have the right to certify a copy of this Agreement to the County Clerk and County Treasurer of Sarpy County, Nebraska, for the purposes of placing a consensual lien upon the Developer's Property. The District shall also have the right to record a copy of this Agreement in the Office of the Sarpy County Register of Deeds.

7. Effect of Covenants; Lien. This Agreement shall be binding upon and shall inure to the successors and/or assigns of the Developer and the District. Any person or entity that acquires an interest in or to the Property, by the acceptance of a deed of conveyance, mortgage, deed of trust, or otherwise, accepts same subject to all liens and charges, and rights and powers granted or reserved by this Agreement and all impositions and obligations imposed by this Agreement. The Contribution Amount and Additional Contribution Amount (at the time the same are certified by the Engineer's Certificate) shall constitute a lien on the Property and may be foreclosed upon by the District in the manner provided or permitted for the foreclosure of mortgages, trust deeds or special assessments in the State of Nebraska (including the right to recover any deficiency).

8. Savings Clause. The invalidity of any covenant, condition, limitation or any other provision of the Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

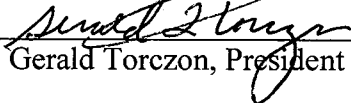
9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

10. Indexing. This Agreement shall be recorded and indexed against the Property legally described on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

**DEVELOPER:**

B.H.I. DEVELOPMENT, INC., a Nebraska corporation,

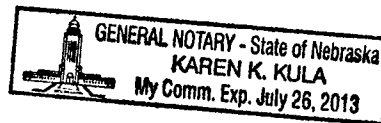
By:   
Gerald Torczon, President

C

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

On this 6<sup>th</sup> day of July, 2011, before me, a notary public, appeared Gerald Torczon, known to me to be the President of B.H.I. Development, Inc., a Nebraska corporation, who, of his own free act and deed, affixed his signature to this document on behalf of the corporation.

[Seal]

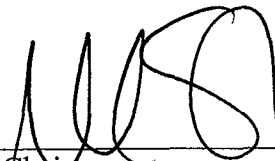


Karen K. Kula  
Notary Public

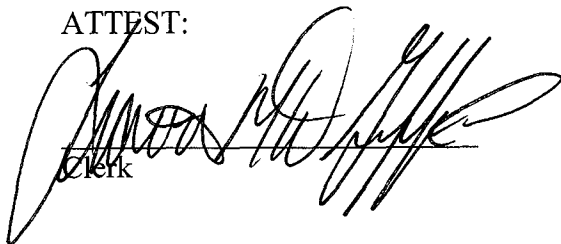
D

**DISTRICT:**

**SANITARY AND IMPROVEMENT DISTRICT  
NO. 275 OF SARPY COUNTY, NEBRASKA**

By:   
Chairman

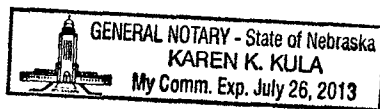
**ATTEST:**

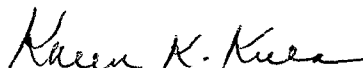
  
Clerk

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 15<sup>th</sup> day of July, 2011, before me, a notary public, appeared Neil L. Smith, known to me to be the Chairman of Sanitary and Improvement District No. 275 of Sarpy County, Nebraska, who, of his/her own free act and deed, affixed his/her signature to this document on behalf of the District.

[Seal]

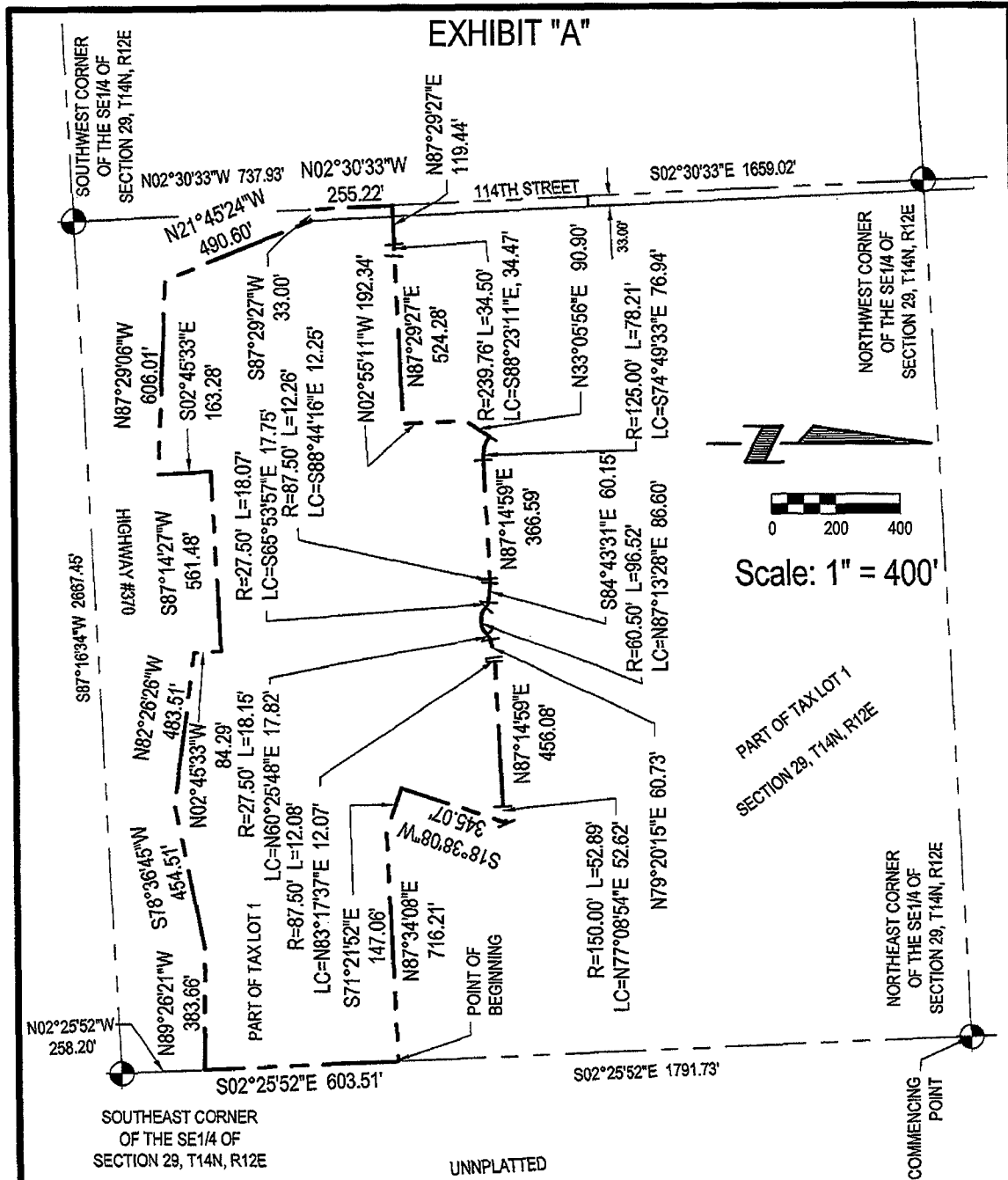


  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
(See Attached)



# EXHIBIT "A"



Scale: 1" = 400'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12001 Q STREET, OMAHA, NE 68137 PHONE (402) 885-4700

Drawn by: DAS Chkd by: Chkd by:  
Job No.: 2004225.01 Date: 12/27/2005 SHEET 1 OF 2

PART OF TAX LOT 1  
SE 1/4 OF SECTION 29, T14N, R12E  
OF THE 6TH P.M.,  
SARPY COUNTY, NEBRASKA

G

## EXHIBIT "A"

### LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF TAX LOT 1, A TAX LOT LOCATED IN THE SE 1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE 1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 1; THENCE S02°25'52"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SE 1/4 OF SECTION 29, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT 1, A DISTANCE OF 1791.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°25'52"E ALONG SAID EAST LINE OF THE SE 1/4 OF SECTION 29, SAID LINE ALSO BEING SAID EAST LINE OF TAX LOT 1, A DISTANCE OF 603.51 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370 ON THE FOLLOWING DESCRIBED COURSES; THENCE N89°26'21"W, A DISTANCE OF 383.66 FEET; THENCE S78°36'45"W, A DISTANCE OF 454.51 FEET; THENCE N82°26'26"W, A DISTANCE OF 483.51 FEET; THENCE N02°45'33"W, A DISTANCE OF 84.29 FEET; THENCE S87°14'27"W, A DISTANCE OF 561.48 FEET; THENCE S02°45'33"E, A DISTANCE OF 163.28 FEET; THENCE N87°29'06"W, A DISTANCE OF 606.01 FEET; THENCE N21°45'24"W, A DISTANCE OF 490.60 FEET; THENCE S87°29'27"W, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID SE 1/4 OF SECTION 29, SAID POINT ALSO BEING ON THE WEST LINE OF SAID TAX LOT 1; THENCE N02°30'33"W ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 29, SAID LINE ALSO BEING SAID WEST LINE OF TAX LOT 1, A DISTANCE OF 255.22 FEET; THENCE N87°29'27"E, A DISTANCE OF 119.44 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 239.76 FEET, A DISTANCE OF 34.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°23'11"E, A DISTANCE OF 34.47 FEET; THENCE N87°29'27"E, A DISTANCE OF 524.28 FEET; THENCE N02°55'11"W, A DISTANCE OF 192.34 FEET; THENCE N33°05'56"E, A DISTANCE OF 90.90 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 78.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S74°49'33"E, A DISTANCE OF 76.94 FEET; THENCE N87°14'59"E, A DISTANCE OF 366.59 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 12.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°44'16"E, A DISTANCE OF 12.25 FEET; THENCE S84°43'31"E, A DISTANCE OF 60.15 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.50 FEET, A DISTANCE OF 18.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S65°53'57"E, A DISTANCE OF 17.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.50 FEET, A DISTANCE OF 96.52 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°13'28"E, A DISTANCE OF 86.60 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.50 FEET, A DISTANCE OF 18.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N60°25'48"E, A DISTANCE OF 17.82 FEET; THENCE N79°20'15"E, A DISTANCE OF 60.73 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 12.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N83°17'37"E, A DISTANCE OF 12.07 FEET; THENCE N87°14'59"E, A DISTANCE OF 456.08 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 52.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N77°08'54"E, A DISTANCE OF 52.62 FEET; THENCE S18°38'08"W, A DISTANCE OF 345.07 FEET; THENCE S71°21'52"E, A DISTANCE OF 147.06 FEET; THENCE N87°34'08"E, A DISTANCE OF 716.21 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,022,361 SQUARE FEET, OR 46.427 ACRES, MORE OR LESS.

SAID TRACT OF LAND CONTAINS AN AREA OF 8,422 SQUARE FEET, OR 0.193 ACRES, MORE OR LESS, OF 33.00 FOOT WIDE 114TH STREET RIGHT-OF-WAY.

SEE SHEET 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12001 G STREET OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: DAS Chkd by: Chkd by:

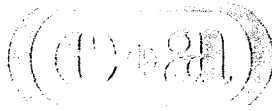
Job No.: 2004225.01 Date: 12/27/2005 SHEET 2 OF 2

**PART OF TAX LOT 1**  
SE 1/4 OF SECTION 29, T14N, R12E  
OF THE 6TH P.M.,  
SARPY COUNTY, NEBRASKA



**EXHIBIT B**  
**STATEMENT OF COSTS**  
(See Attached)





E&A CONSULTING GROUP, INC.  
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET  
OMAHA, NE 68154-2509

www.eacg.com

PHONE: (402) 895-4700  
FAX: (402) 895-3599

June 24, 2011

Chairman and Board of Trustees  
SID 275, Sarpy County, NE  
Mr. John Fullenkamp, Attorney  
11440 West Center Road  
Omaha, NE 68144

RE: Kingsbury Hills  
Statement of Costs - Costs Attributable to the Commercial Area  
E&A #2004225.01

Boardmembers:

We are submitting the following Statement of the Costs attributable to the commercial area located outside the District's boundary as described on the attached Exhibit "A":

The special benefit cost with interest figured to July 1, 2011 attributable to such property is as follows:

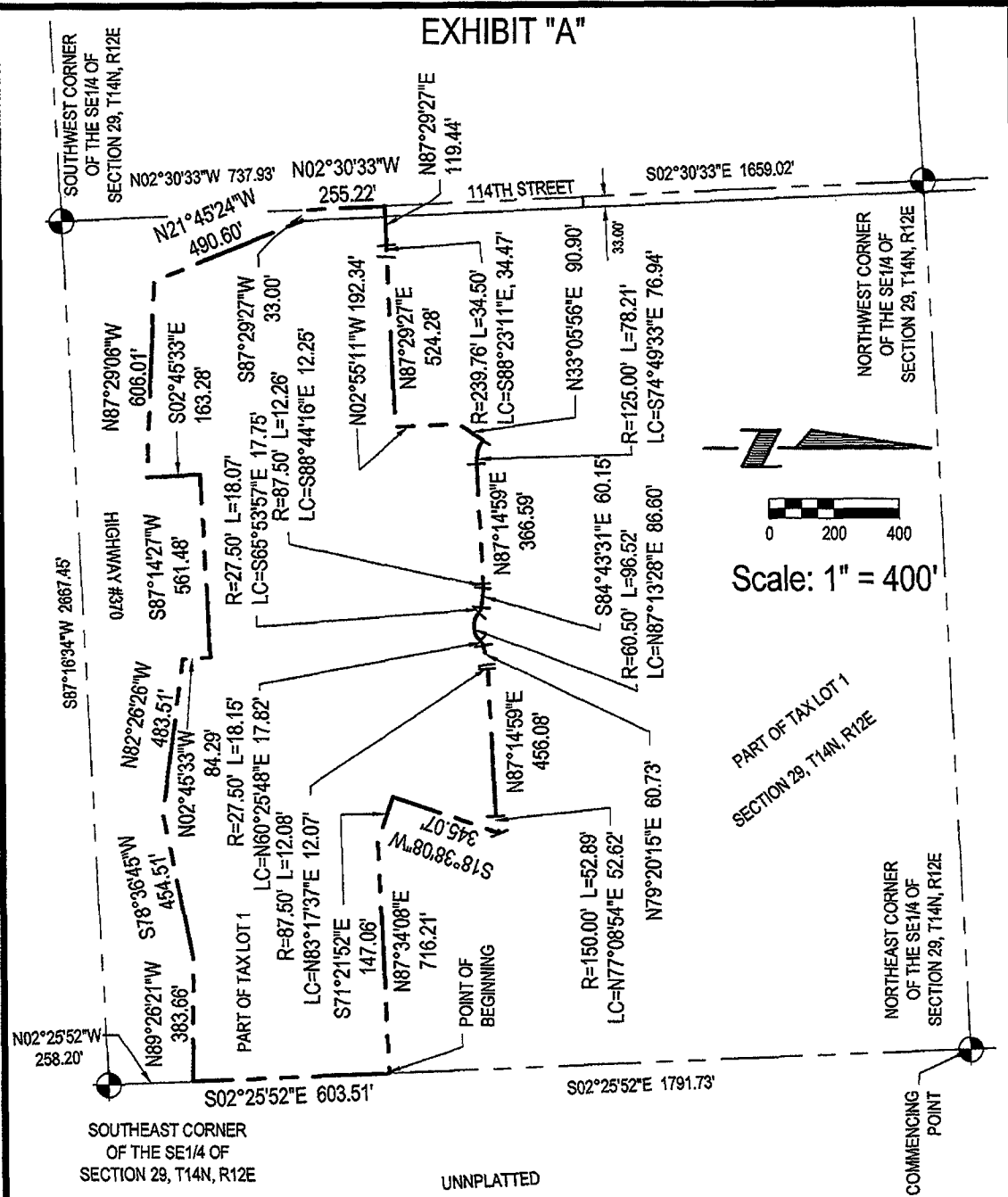
Buffalo Outfall	\$422,667.56
Exterior Water	\$433,105.42
Exterior Paving (114th Street)	\$195,990.87
Total Special Assessments	\$1,051,763.85

Such costs should be attributable against such Exhibit "A" property.

Sincerely,  
E&A CONSULTING GROUP

Jeffrey D. Elliott, P.E.  
Project Manager

EXHIBIT "A"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



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Drawn by: DAS

Chkd by:

Chkd by:

Job No.: 2004225.01

Date: 12/27/2005

**SHEET 1 OF 2**

**PART OF TAX LOT 1  
SE1/4 OF SECTION 29, T14N, R12E  
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Drawn by: DAS

Chkd by: \_\_\_\_\_

Chkd by: \_\_\_\_\_

Job No.: 2004225.01

Date: 12/27/2005

SHEET 2 OF 2

**PART OF TAX LOT 1**  
SE1/4 OF SECTION 29, T14N, R12E  
OF THE 6TH P.M.,  
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