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FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER  
 2016-18537  
 07/29/2016 12:00:00 PM  
*Clay J. Dowling*  
 REGISTER OF DEEDS  


**SUBDIVISION AGREEMENT**  
 Springfield Pines, Phase 1  
 (Lots 1-128 and Outlots A-I)

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of May, 2016, among SPRINGFIELD PINES, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), THE SPRINGFIELD PINES HOMEOWNERS ASSOCIATION, (hereinafter referred to as "Association") SANITARY AND IMPROVEMENT DISTRICT NO 311 of SARPY COUNTY, NEBRASKA, (hereinafter referred to as "District"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the District will build public improvements in the area to be developed; and,

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the area to be developed, to the sewer system of the City; and,

WHEREAS, the Subdivider and the District wish to connect the system of water mains to be constructed by the District, within the area to be developed, to the water supply system of the City; and,

WHEREAS, the Subdivider has or will create the Springfield Pines Homeowners Association, Inc. comprised of the property owners of Lots 1-128 and Outlots A-I, inclusive; and,

*Rand  
 Olsson + Assoc*

*Ret  
 City of Springfield*

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WHEREAS, the Subdivider wishes to develop the property in phases and Phase 1 consists of Lots 1-128 for single-family dwellings, and Outlots A-I; and

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.
- B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites. Outlots A-I are undeveloped areas and therefore are not building sites. Outlots A-I, inclusive shall be owned and maintained by the Association, the Subdivider, his successors or assigns.
- C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawings (Exhibit "B").
- D. "Linear Trail Corridor" shall mean property acquired as public property for the construction of public recreational trails. Facilities developed within this trail corridor shall be limited to: trail paths, landscaping, boundary fencing, signage, benches, lighting, utilities and parking areas. The maintenance level of these properties shall be at a lesser standard than that provided for park property.
- E. "General obligation" shall mean unassessable capital costs.

SECTION I  
Public Improvements

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts.

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That the District shall also provide and deliver to the City written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the improvements set forth herein:

- A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by the City), as shown on paving plans prepared by Olsson Associates, copies of which are attached hereto as Exhibit "B".
- B. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on sanitary sewer layouts prepared by Olsson Associates, copies of which are attached hereto as Exhibit "C". All installed sanitary sewer mains must be inspected by City before connection to the City system.
- C. Storm sewers, inlets, manholes and related appurtenances constructed in streets right-of-way and easements, per plat (Exhibit "A"), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plans to be prepared by Olsson Associates, copies of which are attached hereto as Exhibit "B". All installed storm sewers must be inspected by City before connection to the City system.
- D. Water mains and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on water layouts prepared by Olsson Associates, copies of which are attached hereto as Exhibit "D". All installed water mains must be inspected by City before connection to the City system.
- E. Gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the District. A contract with the Metropolitan Utilities District (MUD) will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.
- F. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. A contract with OPPD will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.
- G. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. A contract with OPPD will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

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H. Sidewalks along all public streets within the area to be developed shall be constructed by the Subdivider or District according to the following schedule:

1. Sidewalks shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
2. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
3. In any event, all sidewalks and street trees shall be constructed upon any public streets adjacent to the plat within five (5) years of the recording of the subdivision plat.

I. An 8' wide concrete trail shall be constructed as shown on Exhibit "G." Plans shall be approved by City prior to construction.

J. Post-construction stormwater management features and related appurtenances shall be constructed in right-of-way and outlots, per the Final Plat (Exhibit "A"). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to starting construction of said improvements. Said improvements shall be located as shown on the post-construction stormwater management plans to be prepared by Olsson Associates, copies of which are attached hereto as Exhibit "H" and are subject to the approval of the City.

K. Post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to the commencement of construction of said improvements, and shall comply with the requirements attached hereto as Exhibit "I". The maintenance agreement shall delineate the responsibilities of the District and of the Association and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed, and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate.

## SECTION II

### Payment for Public Improvements

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all street and sidewalk construction shall be paid by special assessment against the property benefited within the area to be

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developed, except for street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B".

- B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the area to be developed, provided,
  - 1. Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be general obligation of the District.
  - 2. The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the sanitary outfall sewer which the pipe size is greater than 8" diameter may be a general obligation.
  - 3. The total cost of any outfall sanitary sewer serving the entire District whether constructed inside or outside the District boundary by the District may be a general obligation of the District.
  - 4. The total cost of any easement acquisition for outfall sanitary sewers serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "C".
  - 5. The cost of storm sewers and appurtenances may be a general obligation of the District.
  
- C. One hundred percent (100%) of the entire cost of water distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be developed. One hundred percent (100%) of the entire cost of water approach mains may be a general obligation of the District.
  
- D. One hundred percent (100%) of the entire cost of the gas distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be developed. One hundred percent (100%) of the entire cost of the gas approach mains may be a general obligation of the District. All refunds from MUD shall be credited to the Bond Construction Account of the District.
  
- E. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.
  
- F. The entire cost of the installation of electrical power service and gas distribution system shall be specially assessed against the property within the area to be so developed. The refunded charge from the Omaha Public Power District and MUD shall be credited in accordance with law, and if so credited to the District, it shall be credited to the Bond Construction Account of the District.

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- G. No funds of the District are to be used for the installation or maintenance of telephone or telecommunications equipment.
- H. One hundred percent (100%) of the entire cost of the 8' wide concrete trail may be a general obligation of the District.
- I. Street identification signs may be a general obligation, provided the signs are in compliance with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by City prior to installation.
- J. The Sediment and Erosion Control Plan to be submitted to City for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "H". The City must approve said plan prior to City Engineer's second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and erosion control measures may be a general obligation of the District. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, and with the written permission of City authorizing their removal. Sediment removal shall be paid as follows:
  - 1. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements contract for this work.
  - 2. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
  - 3. Basin closure or removal may be a general obligation of the District.

SECTION III  
Green Space and Parks

The District will maintain all parks and green space until annexation of the subdivision by the City. Any park improvements made by the District must be approved by the City prior to construction. A preliminary park plan is attached hereto as Exhibit "F."

SECTION IV  
City Review Fee

It is mutually agreed that the District shall pay one percent (1%) of the public construction costs, estimated to be \$30,877, to the City to facilitate the review and processing of developments to include engineering, planning, legal and other miscellaneous expenses incurred by the City. The fee may be a general obligation of the District. The fee shall be paid prior to City's second signature based on the estimated costs shown on the Source and Use of Funds form, Exhibit "E", attached, unless contracts exist for said improvements. If contracts for improvements exist, the

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fee shall be based on actual contract amounts. Once the projects have been completed and the costs certified by the District's engineer, then the District shall pay any additional monies which are due within thirty (30) days of the engineer's cost certification. The District may receive a refund from the City if the improvement costs, as certified by the District's engineer are less than shown on the Source and Use of Funds form. The District must request a refund from the City with the engineers' certified costs and letter submitted to the City. Such refund shall be paid within thirty (30) days. The fee shall be paid for all District contracts issued for public improvements.

## SECTION V Stormwater Management Payment

One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances, may be a general obligation of the District, provided,

1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the maintenance agreement contained herein. All necessary easements to the City and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction.
2. Construction of post-construction stormwater management features or "BMPs" (Best Management Practices) may be a general obligation of the District, provided they are in conformance with any of City's regulations and are able to be publicly maintained.
3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the district provided the maintenance activities are required to maintain the water quality benefits as designed. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Association.
4. Street, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.

## SECTION VI Limitation on District Use of Funds

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges.

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Maintenance, repair and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of City.

Storm warning sirens purchase or installation may be a general obligation.

The District shall not acquire any interest in real property without the prior approval of City.

**SECTION VII**  
Estimate of District General Obligations

The estimated general obligation of the District for Phase 1 is estimated to be \$2,022,577, as shown on the Source & Use of Funds, Exhibit "E". The District valuation for Phase 1 is estimated to be \$35,712,000, as shown on Exhibit "E", for a debt ratio of 5.66%. The projected valuation for the entire project is estimated to be \$97,056,000, which brings the overall debt-to-value ratio to 3.95% debt ratio upon full build out. The General Obligation of the District shall be incurred only for costs identified as General Obligation eligible costs in this Agreement, and shall not exceed the District engineer's estimate of probable cost of \$2,022,577, as shown on Exhibit "E," by more than 10%, except either i) City or their designee may administratively approve a corresponding increase in the General Obligation of the District, or ii) by amendment of this Agreement and approval by the Springfield City Council. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by General Obligation debt be in excess of 4% of estimated valuation upon full build out.

**SECTION VIII**  
Annexation Issues

- A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with this Agreement.
- B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.
- C. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City except in the event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.
- D. Post-construction stormwater management maintenance identified as the responsibility of the Association shall continue to be performed and funded by the Association after



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annexation by the City. Maintenance responsibilities of the District shall become that of the City upon annexation.

SECTION IX  
Incorporation of City Regulations  
Into District Construction Contracts

Subdivider and District covenant and agree that the District created by the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

SECTION X  
No Levy on Unbuildable Lots

Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

SECTION XI  
District Notice to City  
Prior to Assessment

The District shall provide the following information to City at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

1. A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.
2. A plat of the area to be assessed.
3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
  - i. The amount paid to the contractor.
  - ii. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees, bond fees and other items shown as "soft costs".
  - iii. A special itemization of all costs of the District not itemized in (i) and (ii) above.

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**SECTION XII**  
**Time for District to Accept Improvements**  
**and Levy Special Assessments**

The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement. In addition to the above notice requirement, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

**SECTION XIII**  
**Minimum Tax Levy by District**

- A. The District agrees to annually levy a total combined ad valorem property tax of at least 90 cents per \$100 taxable valuation until all construction fund debt is converted to bonds, and in no event shall the District's total levy, be less than the total City levy.
  
- B. After written notice from the City to the District of the City's intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District's receipt of written notice of intent of annexation, enter into any contract that is in excess of \$20,000 of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by City or their designee. Any such contract that is not first approved by City or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that are in the reasonable judgment of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.

**SECTION XIV**  
**Non-discrimination**

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

**SECTION XV**  
**District to Connect Sanitary Sewers**  
**To City System**

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for

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- a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any sanitary outfall sewer, if any, built by the District, the District shall control, maintain and operate the sanitary outfall sewer.
  - C. Without prior written approval by the City, the District shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
  - D. At all times, all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
  - E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. The connection permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits connection fee.
  - F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.
  - G. The temporary lift station shall be maintained by the District.
  - H. City, Subdivider and District have entered into a Sewer Agreement pertaining to Phase 1, a copy of which is attached hereto as Exhibit "L."

SECTION XVI  
District to Connect Water System  
To City System

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its water system to the water system of the City for

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a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

- B. Upon the completion of any water mains, if any, built by the District, the District shall control, maintain and operate the facility.
- C. Without prior written approval by the City, the District shall not permit any water lines outside the presently described boundaries to be connected to: The water lines of the District, any water from the District's boundaries to the water mains of the City, any outfall water of the City, or any water treatment plant of the City. The City shall have exclusive control over connections to its water mains whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all water from and through said District into the City water system shall be in conformity with the ordinances, regulations, and conditions applicable to water within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the water system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the water system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. The connection permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits connection fee.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the water of any industry, or other water user within the area to be developed, which is discharging into the water system in violation of any applicable ordinance, statute, rule or regulation.
- G. City, Subdivider and District have entered into a Water Supply Agreement pertaining to Phase 1, a copy of which is attached hereto as Exhibit "K."
- H. The District shall provide the City with adequate financial assurances that the cost of the lowering and constructing the 12" water main and related appurtenances, as contemplated by Subsection I, below, and Exhibit "D", will be paid for by the District in a timely manner, which financial assurances shall be in the form of an Interlocal Agreement between the District a recognized bond underwriting firm to purchase the warrants issued by the District to pay for the cost of lowering and constructing the 12" water main and related appurtenances. The District shall pay 100% of the entire cost of

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the Water System Improvements, as outlined in the Interlocal Agreement. A copy of the Interlocal Agreement is attached hereto as Exhibit "M."

- I. The City shall retain registered engineers in the State of Nebraska for the preparation of plans and specifications for the lowering and construction of the City's 12" water main pursuant to Exhibit "D" attached hereto. Prior to commencing lowering and construction of the 12" water main and related appurtenances for the District, the City shall furnish final plans and specifications to the District for written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the District fails to provide written objections to the final plans and specifications within fifteen (15) days after the date of receipt thereof, the District shall be deemed to have approved of the final plans and specifications for the lowering and construction of the 12" water main and related appurtenances. In the event the District provides written objections to the final plans and specifications detailing the basis for such objections to the final plans and specifications for the lowering and construction of the 12" water main, then the parties to this Agreement shall promptly meet to determine the course of action to obtain and approve final plans and specifications for the lowering and construction of the 12" water main and related appurtenances. The District hereby agrees to cause the 12" water main and related appurtenances to be lowered and constructed in accordance with the final plans and specifications approved by the parties hereto in accordance with this Subsection I, and in accordance with the approved NDHHS construction permit, and to provide construction administration and construction management, and testing of the project. The approved plans and specifications will be submitted to the Nebraska Department of Health and Human Services (NDHHS) for the purpose of obtaining a construction permit for the project. The District shall be responsible for the bid letting process of the 12" water main and related appurtenances. In the event the lowest responsible bid received exceeds the total estimated cost for such work by ten (10%) percent or more, the District shall promptly provide or cause to be provided notice thereof to the City, and the parties hereto meet to determine whether it would be in the parties' best interests to rebid such work or award the contract as bid. After the approval of the final plans and specifications, the District shall not amend such plans or specifications in any material respect without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be deemed to have been given unless the City objects to such amendment in writing within fifteen (15) business days after presentation of such amendments by the District. The District shall commence construction in the spring of 2016, weather permitting, and complete the construction on or before October 31, 2016.

SECTION XVII  
District to Connect to  
City Stormwater System

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its stormwater system to the stormwater system of

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the City for a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

- B. Upon the completion of any stormwater system, if any, built by the District, the District shall control, maintain and operate the facility.
- C. Without prior written approval by the City, the District shall not permit any stormwater lines outside the presently described boundaries to be connected to: The stormwater system of the District, any stormwater from the District's boundaries to the stormwater system of the City, any stormwater system of the City, or any stormwater treatment plant of the City. The City shall have exclusive control over connections to its stormwater system whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all stormwater from and through said District into the City stormwater system shall be in conformity with the ordinances, regulations, and conditions applicable to stormwater within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the stormwater system of the District may be made, the District shall obtain permission from the City.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the stormwater system of any industry, or other stormwater user within the area to be developed, which is discharging into the stormwater system in violation of any applicable ordinance, statute, rule or regulation.
- G. The District will maintain the detention ponds.

### SECTION XVIII

#### Water Connection Capital Facilities Fees

Developer, District and City agree that water capital facilities fees in the amount of \$500.00 per residential unit shall be charged on Lots 1-128 and paid by the building permit applicant prior to issuance of a building permit. Developer shall notify all purchasers of Lots 1-128 of this requirement prior to purchase.

Developer or District shall pay to City, prior to the Mayor signing the approved final plat, water capital facilities fees in the amount of \$100.00 per acre on Outlots A-I. Outlots A-I consist of 4.16 acres for a total payment due of \$416.00.

### SECTION XIX

#### Sewer Connection Capital Facilities Fees

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Developer, District and City agree that sewer capital facilities fees in the amount of \$1,400.00 per residential unit shall be charged on Lots 1-128 and paid by the building permit applicant prior to issuance of a building permit. Developer shall notify all purchasers of Lots 1-128 of this requirement prior to purchase.

Developer or District shall pay to City, prior to the Mayor signing the approved final plat, sewer capital facilities fees in the amount of \$300.00 per acre on Outlots A-I. Outlots A-I consist of 4.16 acres for a total payment due of \$1,248.00.

SECTION XX  
District Representation Regarding  
Obtaining This Agreement

The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system or water system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

SECTION XXI  
No Assignment by District  
Without Consent of City

Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City.

SECTION XXII  
District to be Bound by City Ordinances  
Regarding Sanitary and Improvement Districts

The District expressly agrees that it is and shall be:

- a. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and,
- b. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in

contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City.

- c. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose water system connects directly or indirectly with or into water systems of the City; and,
- d. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit water from the City to flow into or through any part of the water system of the District.

### SECTION XXIII

[SPACE LEFT BLANK INTENTIONALLY]

### SECTION XXIV

#### General

- A. In the event the Subdivider shall plat additional lots which will be in the District which he wishes to connect to the City sewer or water system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer or water permits are issued by the City.
- B. The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances and its sewer use and connection fees as now or hereafter existing.

### SECTION XXV

#### Signs

Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the issuance of a building permit and installation of improvements.

### SECTION XXVI

#### Landscaping & Perimeter Fencing

Subdivider has provided the City with a landscaping plan that is attached hereto as Exhibit "G." The Subdivider and/or the Association shall maintain the landscaping and replace any dead or dying trees and will mulch in areas that require mulch. A 15 foot landscape easement along



P

132<sup>nd</sup> Street and Main Street shall be installed, kept and maintained by the Subdivider and/or the Association. No buildings or accessory structures shall be permitted to be constructed nor maintained within in the landscape easement area. Approved fencing is permitted within the landscape easement. Required landscaping within the easement area may consist of trees, turf grass, native grass, shrubs or perennials. At least one tree per lot with a minimum average spacing of 1 tree every 40 feet is required. Allowable tree types shall be specified in the landscape plan to create uniformity along the perimeters of the Subdivision. The Subdivider and its successors and assigns shall be responsible for landscaping requirements at time lots are built upon or the requirements shall be enforced by the Subdivider and/or Association upon the builders or property owners through the restrictive covenants.

Perimeter fencing as shown on attached Exhibit "J" has been selected by the Subdivider and shall be uniformly constructed on all of the perimeter lots as viewed from the public rights-of-way located outside of the subdivision. Notwithstanding the forgoing, a perimeter fence shall not be required on any perimeter lot or lots within the Subdivision, but if one or more are installed, they shall be installed using the same materials and design as the fencing materials approved by the Subdivider and provided for in the restrictive covenants.

All landscaping and perimeter fencing requirements shall be included in the covenants and enforced by the Subdivider and/or the Association.

SECTION XXVII  
Administration

- A. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

Kathleen R. Gottsch 5/31/16  
CITY CLERK DATE

Robert R. Kuhl 5/31/16  
MAYOR DATE

Q

ATTEST:

[Signature]  
5-12-16  
DATE

SANITARY AND IMPROVEMENT  
DISTRICT NO. 311 OF SARPY  
COUNTY, NEBRASKA

[Signature] April 27, 2016  
CHAIRMAN DATE

ATTEST:

[Signature]  
5-12-16  
DATE

SPRINGFIELD PINES HOMEOWNERS  
ASSOCIATION

[Signature] April 27, 2016  
PRESIDENT DATE

ACKNOWLEDGMENT OF NOTARY:

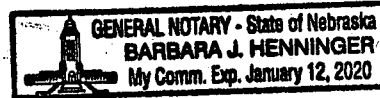
STATE OF NEBRASKA )  
) ss.  
COUNTY OF SARPY )

On this 31 day of May, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Kathleen Gotsch, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they 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.

[Signature]  
NOTARY PUBLIC

(SEAL)



R

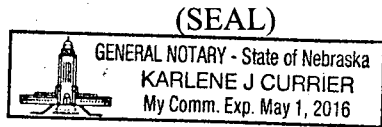
ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 27 day of April, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Eugene J. Graves Jr., personally known by me to be the Chairman of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

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

Karlene J. Currier  
NOTARY PUBLIC



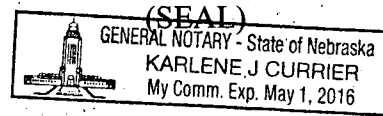
ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 27 day of April, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Eugene J. Graves Jr., personally known by me to be the President of The Springfield Pines Homeowners Association, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

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

Karlene J. Currier  
NOTARY PUBLIC



S

SUBDIVISION AGREEMENT EXHIBIT

- EXHIBIT A FINAL PLAT
- EXHIBIT B PAVING & STORM SEWER
- EXHIBIT C SANITARY SEWER
- EXHIBIT D WATER SYSTEM
- EXHIBIT E SOURCE & USE OF FUNDS
- EXHIBIT E-2 VALUATION INFORMATION
- EXHIBIT E-3 DETAILED BREAKDOWN OF ALL SOFT COSTS
- EXHIBIT F PARK PLAN
- EXHIBIT G LANDSCAPE / TRAIL PLAN
- EXHIBIT H POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
- EXHIBIT I POST-CONSTRUCTION STORMWATER MANAGEMENT MAINTENANCE PLAN
- EXHIBIT J PERIMETER FENCING
- EXHIBIT K WATER SUPPLY AGREEMENT
- EXHIBIT L SEWER AGREEMENT
- EXHIBIT M INTERLOCAL AGREEMENT TO LOWER WATER MAIN

**NOTES**

1. ALL INTERIOR ANGLES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL UNLESS INDICATED BY (R).
3. ALL ANGLES ADJACENT TO CURVES ARE MEASURED TO THE CHORD OF SAID CURVE.
4. NO DIRECT ACCESS SHALL BE PERMITTED ONTO 132ND STREET FROM LOTS 77 - 88, 110, 111 AND 122, AND OUTLOT 14.
5. NO DIRECT ACCESS SHALL BE PERMITTED ONTO MAIN STREET FROM LOTS 122 - 125 AND 128, AND OUTLOT 18.
6. ADDITIONAL REQUIRED EASEMENTS SHALL BE DEDICATED VIA SEPARATE DOCUMENT.

**LEGEND**

- PROPERTY BOUNDARY
  - - - EXISTING PROPERTY LINE
  - CENTERLINE
  - - - PROPOSED EASEMENT LINE
  - - - EXISTING EASEMENT LINE
  - FOUND MONUMENT
- EASEMENTS**
- △ PROPOSED 10' STORM SEWER AND DRAINAGE EASEMENT (VA SEPARATE DOCUMENT)
  - △ PROPOSED 20' DRAINAGE EASEMENT (VA SEPARATE DOCUMENT)
  - △ PROPOSED 20' SANITARY SEWER EASEMENT (VA SEPARATE DOCUMENT)

**SURVEYOR'S CERTIFICATION**

I, TERRY L. ROTHMAN, DO HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS AS NOTED HEREON HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND AT ALL CORNERS, ANGLE POINTS, AND SIGNS OF CURVES ON THE BOUNDARY AND ON THE LOTS IN THIS SURVEY TO BE KNOWN AS SPRINGFIELD PINES - LOTS 1 THRU 128 AND OUTLOTS A THRU I INCLUSIVE.

TERRY L. ROTHMAN  
NEBRASKA L.S. 8077

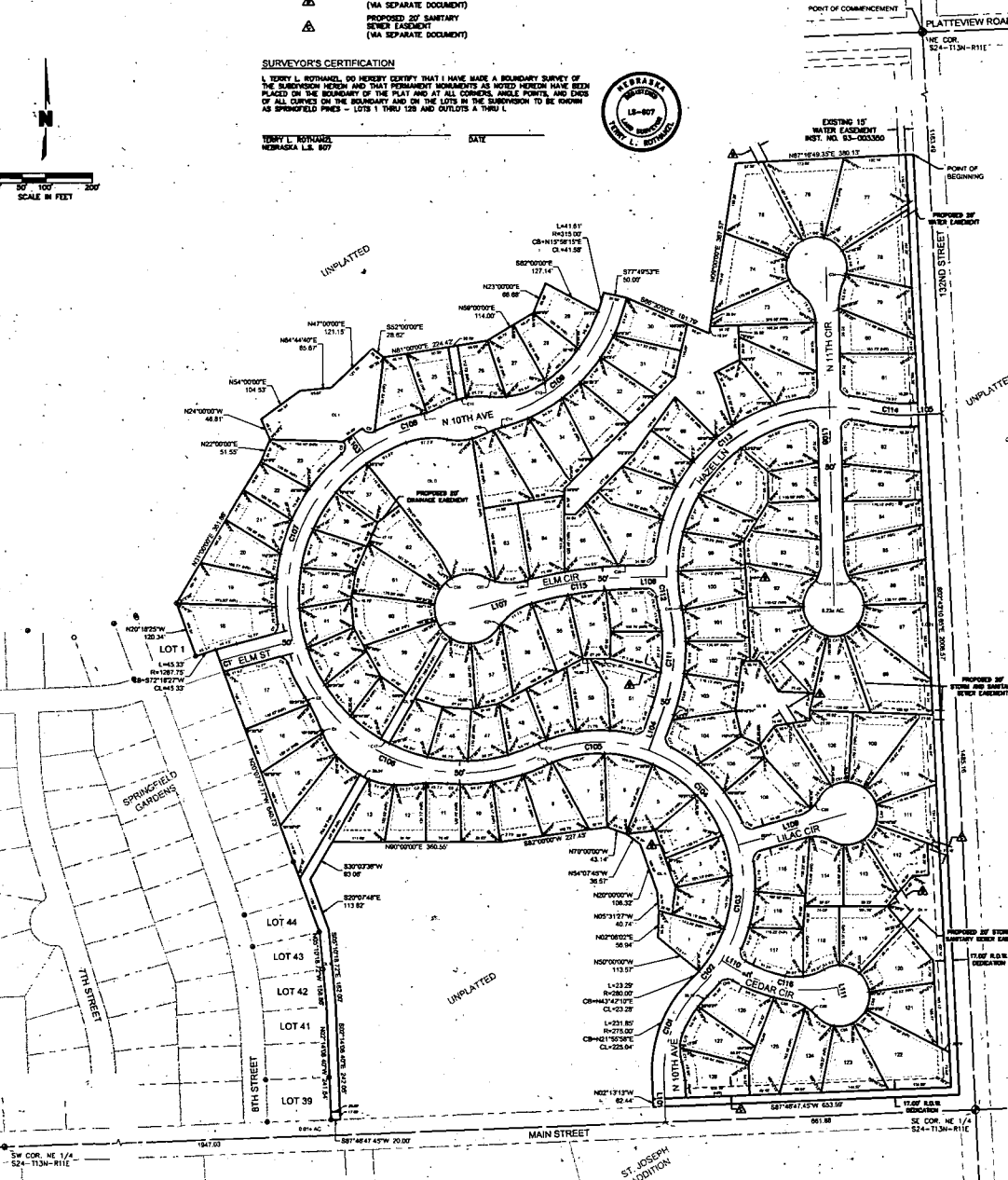
DATE



# SPRINGFIELD PINES

## LOTS 1 THRU 128 AND OUTLOTS A THRU I INCLUSIVE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 NORTH, RANGE 11 EAST,  
OF THE 6TH P.M., SARPY COUNTY NEBRASKA



**APPROVAL OF CITY OF SPRINGFIELD PLANNING COMMISSION**

THIS PLAT OF SPRINGFIELD PINES - LOTS 1 THRU 128 AND OUTLOTS A THRU I WAS APPROVED BY THE CITY OF SPRINGFIELD PLANNING COMMISSION.

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL OF CITY OF SPRINGFIELD CITY COUNCIL**

THIS PLAT OF SPRINGFIELD PINES - LOTS 1 THRU 128 AND OUTLOTS A THRU I WAS APPROVED AND ACCEPTED BY THE CITY OF SPRINGFIELD CITY COUNCIL.

MAJOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTORNEY \_\_\_\_\_  
CITY CLERK \_\_\_\_\_

**APPROVAL OF CITY ENGINEER OF SPRINGFIELD**

THIS PLAT OF SPRINGFIELD PINES - LOTS 1 THRU 128 AND OUTLOTS A THRU I WAS APPROVED BY THE CITY OF SPRINGFIELD CITY ENGINEER.

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

THIS PLAT OF SPRINGFIELD PINES - LOTS 1 THRU 128 AND OUTLOTS A THRU I WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

SARPY COUNTY SURVEYOR/ENGINEER \_\_\_\_\_

**CERTIFICATE OF SARPY COUNTY REGISTER OF DEEDS**

ENTORED ON TRANSFER RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

REGISTER OF DEEDS \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, GRAVES DEVELOPMENT RESOURCES, OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED HEREIN, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE SHOWN AND SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SPRINGFIELD PINES - LOTS 1 THRU 128 AND OUTLOTS A THRU I AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND DO HEREBY CONSENT TO THE PUBLIC USE OF THE STREETS AND STREETS AND ALLEYS THAT PERFECTLY EASEMENTS SHALL BE GRANTED TO THE CHICAGO PUBLIC POWER DISTRICT AND OTHER TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION FACILITIES AUTHORIZED TO USE THE CITY STREETS TO DUCT, OPERATE, MAINTAIN, REPAIR AND RENEW PIPES AND OTHER RELATED CONDUITS AND OTHER RELATED UTILITIES, AND TO LOCATE THEREON Wires OR Cables FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A (7) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 18-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, THE TOWN EXTENSION LOT 16 HEREIN REFERRED AS THREE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, SAID 18-FOOT-WIDE EASEMENT WILL BE REQUIRED TO AN (8) EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED, NO PERMANENT BUILDING OR STRUCTURE SHALL BE PLACED IN SAID EASEMENT AND THE SAME MAY BE USED FOR GARDENS, BENCHES, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE CHICAGO PUBLIC POWER DISTRICT AND OTHER TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION FACILITIES AUTHORIZED TO USE THE CITY STREETS TO DUCT, OPERATE, MAINTAIN, REPAIR AND RENEW PIPES AND OTHER RELATED UTILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A (7) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES, NO PERMANENT BUILDING OR STRUCTURE SHALL BE PLACED IN THE SAID EASEMENT HEREIN, BUT THE SAME MAY BE USED FOR GARDENS, BENCHES, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I DO HEREBY SET MY HAND, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

GRAVES DEVELOPMENT RESOURCES

GENE GRAVES  
PRESIDENT

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GENE GRAVES, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE INSTRUMENT AS INDIVIDUAL, AND HE ACKNOWLEDGED THE SIGNING OF THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL, THE DATE LAST AFORESAID.

NOTARY PUBLIC \_\_\_\_\_

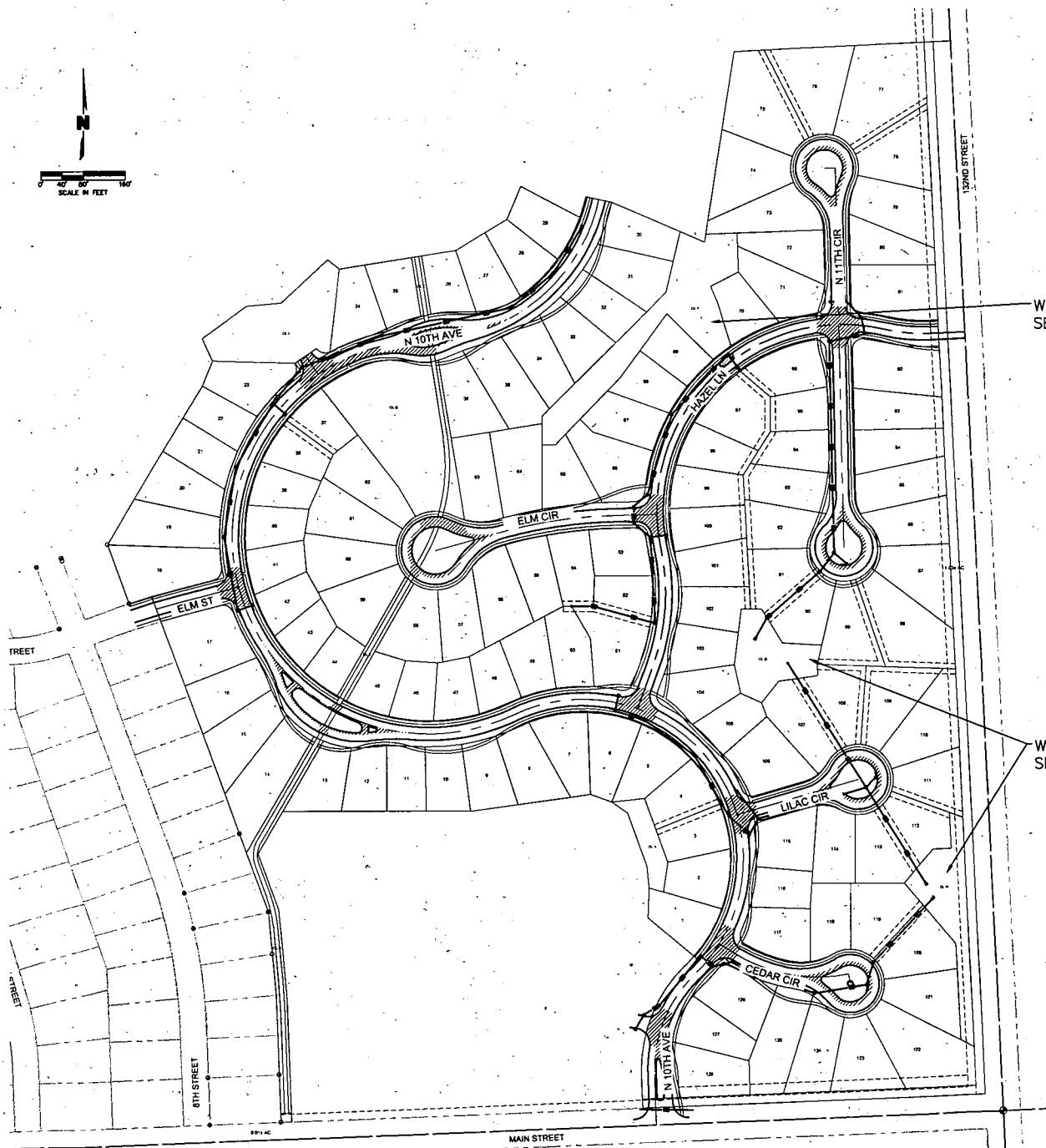
**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, THENCE ON EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF 80°24'11"E, 608.80 FEET; THENCE S07°46'47"W, 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 132ND STREET; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°10'00"W, 2008.37 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET; THENCE S07°46'47"W ON SAID NORTH RIGHT-OF-WAY LINE, 833.59 FEET; THENCE N07°13'17"E, 82.44 FEET TO A POINT OF CURVATURE; THENCE ON A 375.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 235.85 FEET (LONG CHORD BEARS N07°00'00"E, 225.04 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 23.28 FEET (LONG CHORD BEARS N07°00'00"E, 23.28 FEET); THENCE N07°00'00"E, 113.57 FEET; THENCE N07°00'00"E, 98.84 FEET; THENCE S07°17'27"W, 40.74 FEET; THENCE N07°00'00"E, 108.32 FEET; THENCE S07°46'47"W, 36.87 FEET; THENCE N07°00'00"E, 43.14 FEET; THENCE S07°00'00"E, 287.45 FEET; THENCE N07°00'00"E, 380.65 FEET; THENCE S07°00'00"E, 83.08 FEET; THENCE S07°46'47"E, 113.82 FEET; THENCE S07°17'27"E, 162.00 FEET; THENCE S07°17'27"E, 242.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE S07°46'47"W ON SAID NORTH RIGHT-OF-WAY LINE, 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 38, SPRINGFIELD GARDENS, A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER; THENCE N07°42'30"W ON THE EAST BOUNDARY LINE OF SAID SPRINGFIELD GARDENS, 241.04 FEET TO THE NORTHEAST CORNER OF LOT 44, SAID SPRINGFIELD GARDENS; SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 42, SAID SPRINGFIELD GARDENS; THENCE N07°00'00"E, 114.00 FEET TO SAID EAST BOUNDARY LINE, 158.28 FEET TO THE NORTHEAST CORNER OF LOT 44; THENCE N07°00'00"E, 114.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET AND ALSO BEING A POINT OF A NON-TANGENT CIRCLE DESCRIBED AS FOLLOWS: THENCE ON SAID NORTH RIGHT-OF-WAY LINE, 640.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET AND ALSO BEING A POINT OF A NON-TANGENT CIRCLE DESCRIBED AS FOLLOWS: THENCE ON SAID NORTH RIGHT-OF-WAY LINE, 640.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET AND ALSO BEING A POINT OF A NON-TANGENT CIRCLE BEARS S72°12'27"W, 49.33 FEET TO THE SOUTHEAST CORNER OF LOT 1, SAID SPRINGFIELD GARDENS; THENCE N07°17'27"E, ON SAID EAST BOUNDARY LINE OF SPRINGFIELD GARDENS, 120.34 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE N07°00'00"E, 308.88 FEET; THENCE S07°00'00"E, 51.20 FEET; THENCE N07°00'00"E, 44.81 FEET; THENCE N07°00'00"E, 104.13 FEET; THENCE S07°46'47"E, 45.87 FEET; THENCE N07°00'00"E, 121.15 FEET; THENCE S07°00'00"E, 298.22 FEET; THENCE N07°00'00"E, 274.42 FEET; THENCE N07°00'00"E, 114.00 FEET; THENCE N07°00'00"E, 648.88 FEET; THENCE S07°00'00"E, 127.14 FEET TO A POINT OF CURVATURE; THENCE ON A 140.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 61.81 FEET (LONG CHORD BEARS N07°00'00"E, 41.88 FEET); THENCE S77°46'47"E, 50.00 FEET; THENCE S07°00'00"E, 191.79 FEET; THENCE N07°00'00"E, 367.57 FEET; THENCE N07°17'48"E, 380.13 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 2,108,445.83 SQ. FT. OR 48.38 ACRES MORE OR LESS.

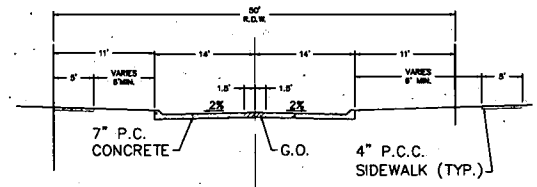
DATE	REVISION DESCRIPTION



**LEGEND**

GENERAL OBLIGATION PAVING

WATER QUALITY /  
SEDIMENT POND



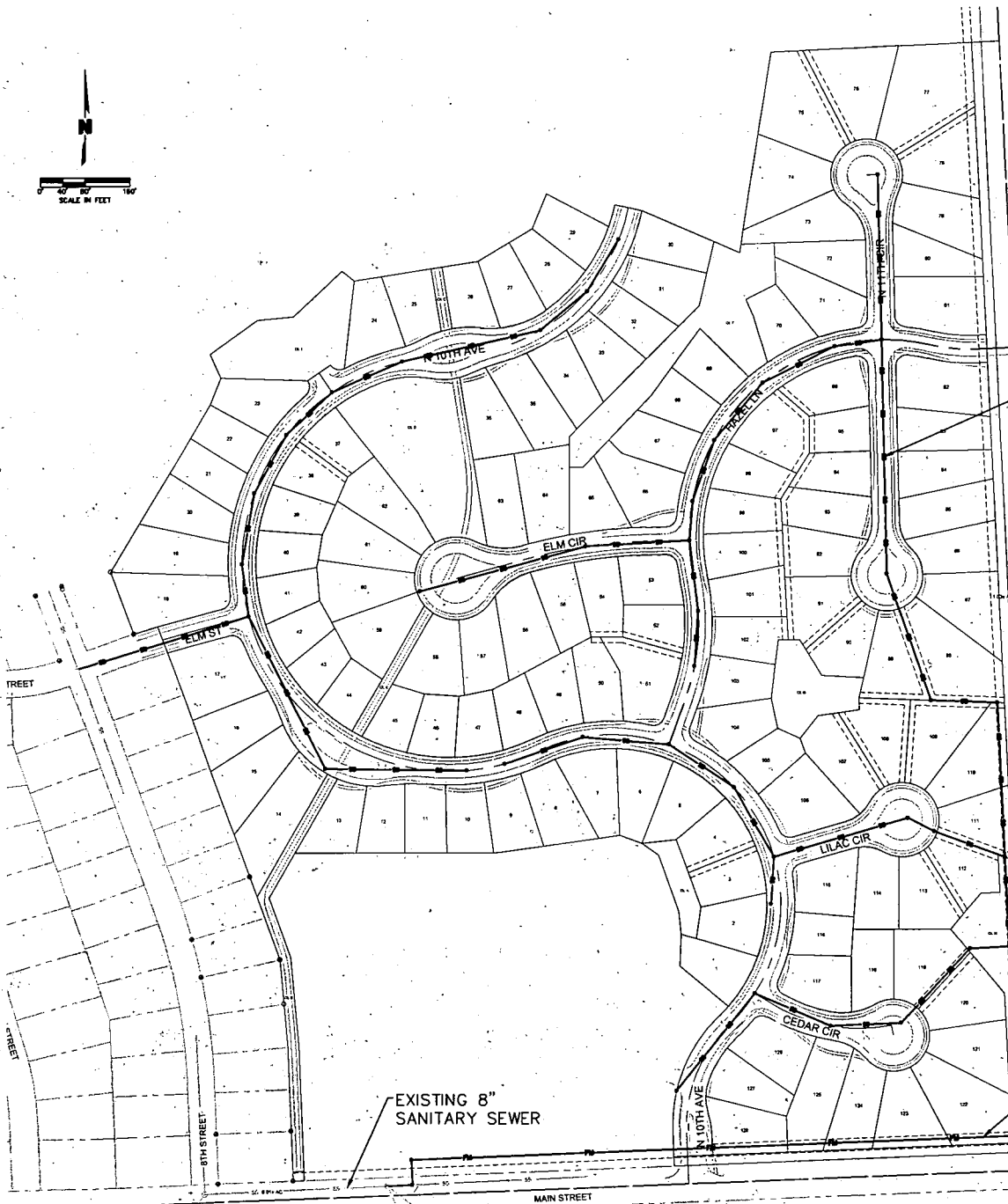
**TYPICAL CROSS SECTION**  
NOT TO SCALE

WATER QUALITY /  
SEDIMENT POND

DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]  
 PROJECT: [Project Name] SHEET: [Sheet Number]

NO.	DATE	REVISION DESCRIPTION





PROPOSED 8" SANITARY SEWER (TYP.)

PROPOSED TEMPORARY LIFT STATION

PROPOSED 4" FORCE MAIN

EXISTING 8" SANITARY SEWER

DATE: JAN 26, 2019 10:53:00 AM  
 DRAWN BY: J. H. B. / J. H. B.  
 CHECKED BY: J. H. B. / J. H. B.  
 PROJECT: S.D. 311 SPRINGFIELD PINES - SUBDIVISION AGREEMENT  
 SHEET: 51428

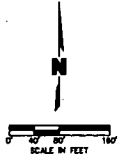
**MOLSSON ASSOCIATES**

**EXHIBIT "C"**

NO.	REVISION DESCRIPTION	DATE

SANITARY SEWER  
 S.D. 311 SPRINGFIELD PINES  
 - SUBDIVISION AGREEMENT

SHEET  
 EXHIBIT "C"  
 SPRINGFIELD, NEBRASKA  
 2018



PROPOSED WATER LINE TO CONNECT TO EXISTING WATER MAIN IN ELM STREET.

PROPOSED WATER LINE TO CONNECT TO EXISTING WATER MAIN IN 132ND STREET.

EXISTING WATER MAIN TO BE LOWERED. (APPROX. 1500')

EXISTING WATER MAIN.

EXISTING WATER MAIN TO BE LOWERED. (APPROX. 500')

EXISTING WATER MAIN TO BE LOWERED. (APPROX. 300')

PROPOSED WATER LINE TO CONNECT TO EXISTING WATER MAIN IN MAIN STREET.

DATE: 10/21/16  
DRAWN BY: J. L. HARRIS  
CHECKED BY: J. L. HARRIS  
SCALE: AS SHOWN  
PROJECT: S.D. 311 SPRINGFIELD PINES SUBDIVISION AGREEMENT  
SHEET: EXHIBIT "D"

NO.	DATE	REVISION DESCRIPTION

WATER SYSTEM
S.D. 311 SPRINGFIELD PINES SUBDIVISION AGREEMENT
2016





X

Name of Addition:

Springfield Pines

SID # 311

Source and Use of Funds:  
Phase 1

(provide a separate sheet for the preliminary plat and for each final plat phase.)

	Proposed Improvements		Financing				
	Quantity	Construction Cost	Project Cost	Special	GO Non-Reimbursable	GO Reimbursable	Private
Paving							
Internal Pavement	26,371 SY	836,745	1,163,075	762,711	400,364	0	0
Offsite Roadway Improvements							
Offsite Road Improvements - Phase 1	LS	0	0	0	0	0	0
Sidewalks & Trails							
Trails & Boulevards	8,852 SF	48,686	67,674	0	67,674	0	0
Sanitary Sewer							
Interior	3,840 LF	738,989	1,027,195	1,027,195	0	0	0
Force Main	1,225 LF	221,403	307,750	0	307,750	0	0
Capital Facilities Fees	1 LS	1,248	1,473	0	1,473	0	0
Storm Sewer							
Storm Sewer System	4,857 LF	659,703	915,232	0	899,557	0	15,675
Water Main							
Interior	5,135 LF	582,203	809,263	510,343	298,920	0	0
Capital Facilities Fees	1 LS	416	491	0	491	0	0
Electrical Fees	1 LS	172,600	221,184	221,184	0	0	0
Gas Main							
Gas Main	1 LS	14,619	19,005	11,254	7,751	0	0
Pioneer Main Extensions	0 LS	0	0	0	0	0	0
Park Fees	0.00 AC	0	0	0	0	0	0
Review Fees							
City of Springfield Subdivision Agreement (1%)	1 LS	30,877	38,597	0	38,597	0	0
<b>Total</b>		<b>Gross Totals 3,307,689</b>	<b>4,570,939</b>	<b>2,532,687</b>	<b>2,022,577</b>	<b>0</b>	<b>15,675</b>

Notes:

- 1)
- 2)

F:\Projects\015-1428\20-Management\Estimates\2016-01-22\_Springfield Pines SUF\_51428.xlsx\Phase 1 Water

Date	7/20/2015
Revised	9/3/2015
Revised	9/25/2015
Revised	11/4/2015
Revised	12/21/2015
Revised	12/31/2015
Revised	1/22/2016

**PRELIMINARY VALUATION**

Name of Addition: Springfield Pines  
 SID#: 311

DATE: 7/20/2015  
 REVISED: 9/3/2015  
 REVISED: 9/25/2015  
 REVISED: 11/4/2015  
 REVISED: 12/21/2015  
 REVISED: 12/31/2015  
 REVISED: 1/22/2016

**Phase 1**

Single Family	128	Lot	@	\$310,000	Lot	=	\$39,680,000
Townhomes Single Family		Lot	@	\$225,000	Lot	=	\$0
Multifamily		Unit	@	\$70,000	Unit	=	\$0
Retail		SF	@	\$200	SF	=	\$0
							\$0

**Total Valuation** = **\$39,680,000**  
**Total Assessed Valuation (90%)** = **\$35,712,000**  
**General Obligation** = **\$2,022,577**  
**GO Debt Ratio** = **5.66%**  
**GO Debt Ratio (Cumulative)** = **5.66%**

**Phase 2**

Single Family	28	Lot	@	\$310,000	Lot	=	\$8,680,000
Townhomes Single Family		Lot	@	\$225,000	Lot	=	\$0
Multifamily		Unit	@	\$70,000	Unit	=	\$0
Retail		SF	@	\$200	SF	=	\$0
							\$0

**Total Valuation** = **\$8,680,000**  
**Total Assessed Valuation (90%)** = **\$7,812,000**  
**General Obligation** = **\$166,654**  
**GO Debt Ratio** = **2.13%**  
**GO Debt Ratio (Cumulative)** = **5.03%**

**Phase 3**

Single Family	88	Lot	@	\$310,000	Lot	=	\$27,280,000
Townhomes Single Family	40	Lot	@	\$225,000	Lot	=	\$9,000,000
Multifamily	160	Unit	@	\$70,000	Unit	=	\$11,200,000
Retail	60,000	SF	@	\$200	SF	=	\$12,000,000
							\$0

**Total Valuation** = **\$59,480,000**  
**Total Assessed Valuation (90%)** = **\$53,532,000**  
**General Obligation** = **\$1,647,714**  
**GO Debt Ratio** = **3.08%**  
**GO Debt Ratio (Cumulative)** = **3.95%**

**Full Buildout**

Single Family	244	Lot	@	\$310,000	Lot	=	\$75,640,000
Townhomes Single Family	40	Lot	@	\$225,000	Lot	=	\$9,000,000
Multifamily	160	Unit	@	\$70,000	Unit	=	\$11,200,000
Retail	60,000	SF	@	\$200	SF	=	\$12,000,000
							\$0

**Total Valuation** = **\$107,840,000**  
**Total Assessed Valuation (90%)** = **\$97,056,000**  
**General Obligation** = **\$3,836,945**  
**GO Debt Ratio** = **3.95%**

**TOTAL**

2

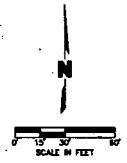
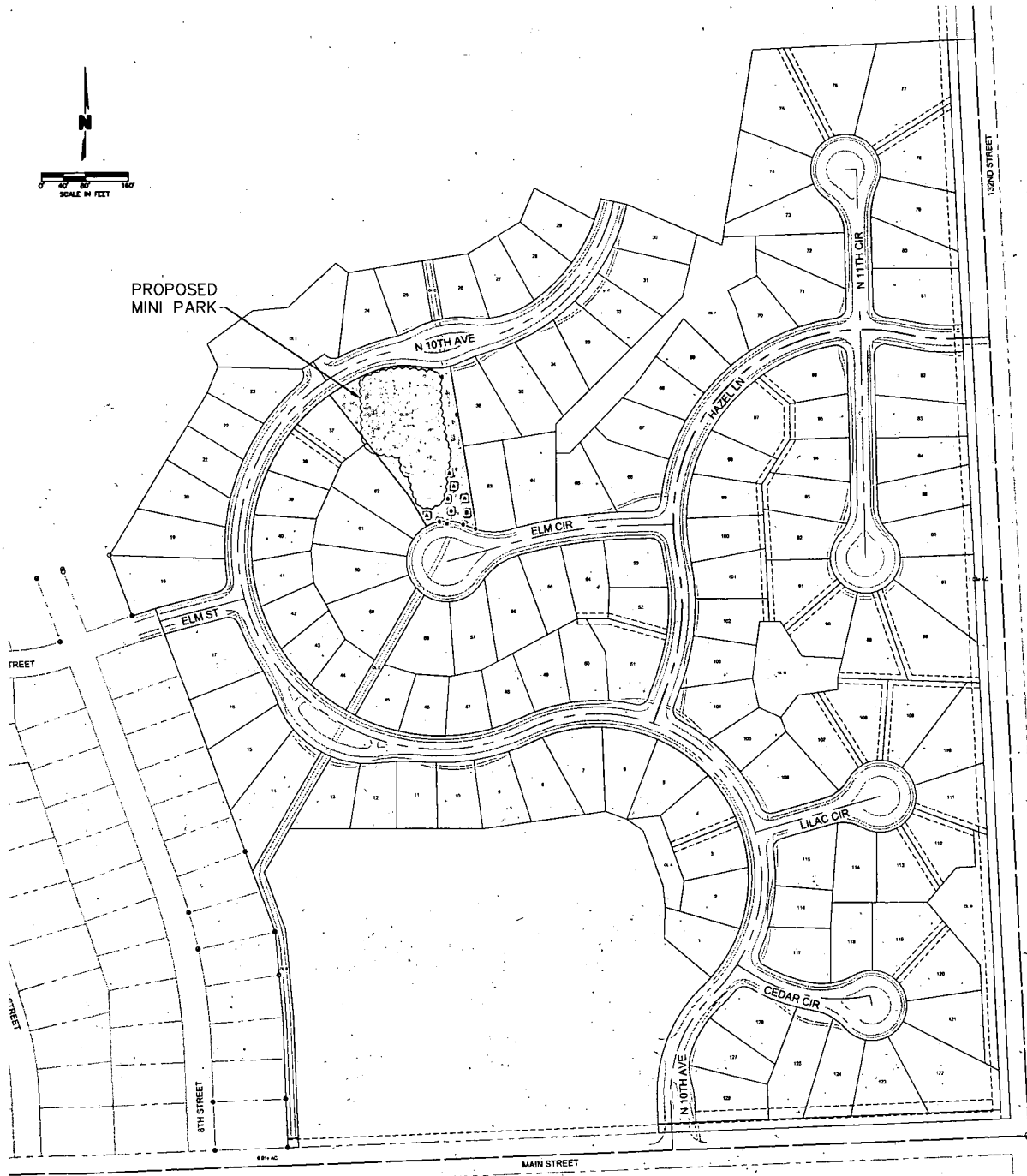
Exhibit E-2  
Source and Use of Funds - Soft Costs

			Percentage of Construction	
Construction Costs		Construction Costs	-	\$ 1,000,000
Soft Costs		Engineering	21.0%	\$ 210,000.0
		Legal	5.0%	\$ 50,000.0
		Publication	0.5%	\$ 5,000.0
		Fiscal	4.5%	\$ 56,925.00
	12 months of	Interest	7.5%	\$ 99,144.38
		Total	38.5%	\$ 1,421,069

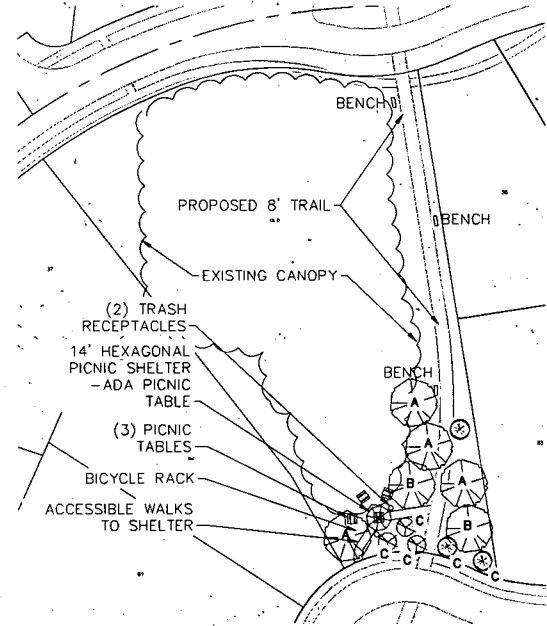
Note: Percentages are an estimate and do not take into account compounding



PROPOSED  
MINI PARK



ENLARGED MINI PARK



KEY	QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
OVERSTORY DECIDUOUS TREES								
A		QUERCUS ALBA	WHITE OAK	BAR	2' CAL.	AS SHOWN	45'	70'
B		ULMUS AMERICANA 'VALLEY FORD'	VALLEY FORD AMERICAN ELM	BAR	2' CAL.	AS SHOWN	50'	65'
UNDERSTORY OR DECORATIVE								
C		AMELANCHIER & LORNASTYLOSA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SPICEBERRY	BAR	1' CLUMP	AS SHOWN	15'	20'

- NOTES:
1. PICNIC SHELTER TO BE CONSTRUCTED WITH PHASE II
  2. PARK SHALL HAVE APPROPRIATE SIGNAGE INDICATING NAME OF PARK, PARK RULES AND PARK HOURS

DESIGN: J. L. WILSON & ASSOCIATES, INC. PROJECT: SPRINGFIELD PINES SUBDIVISION AGREEMENT SHEET: 03-13  
 DATE: 03/13/13

REVISION DESCRIPTION	DATE	BY

PARK PLAN  
 S.D. 311 SPRINGFIELD PINES  
 SUBDIVISION AGREEMENT

SHEET  
 EXHIBIT "F"  
 SPRINGFIELD, NEBRASKA  
 03-13

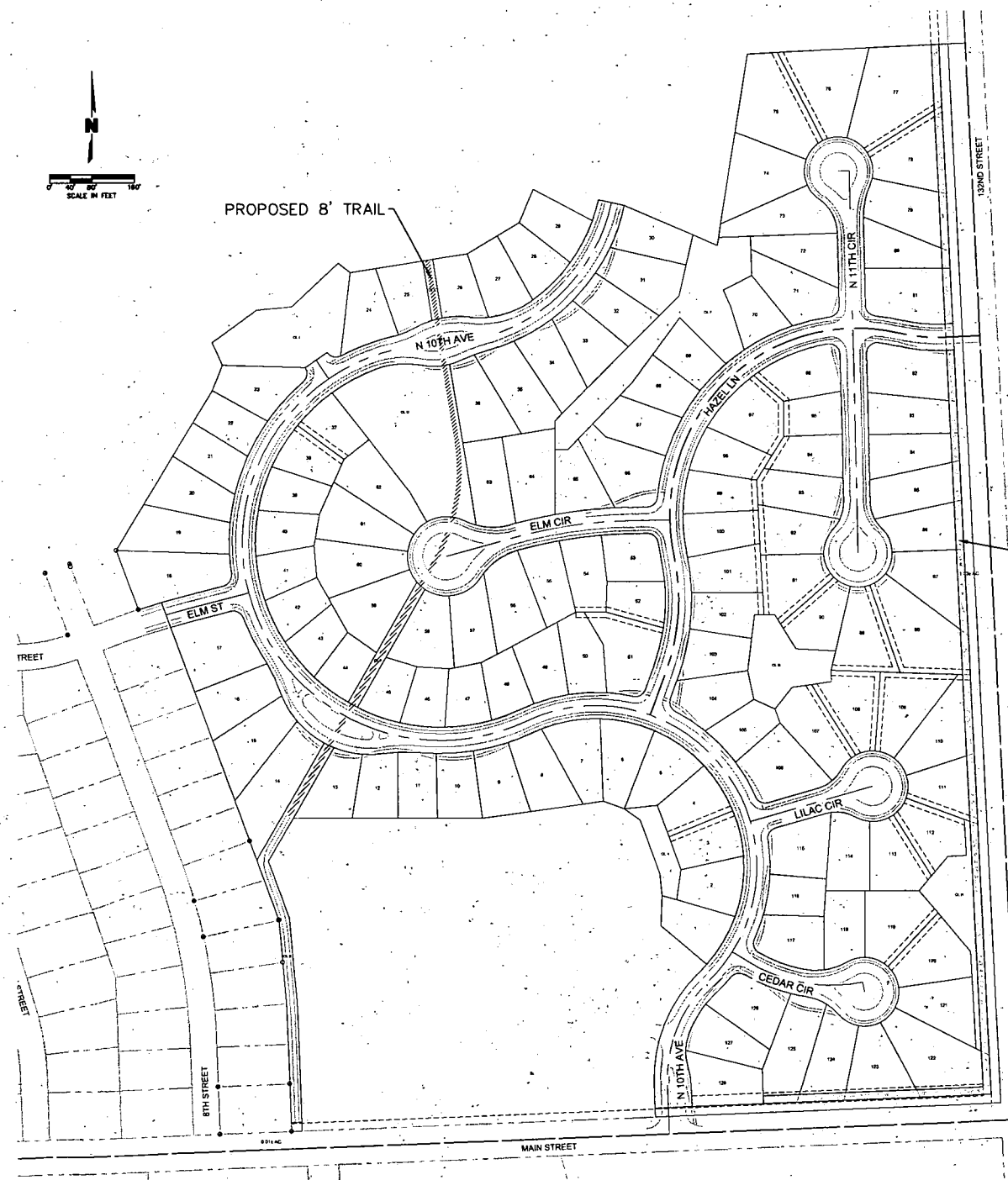


**LANDSCAPE REQUIREMENTS:**

- MINIMUM ONE (1) TREE PER LOT WITH A MINIMUM AVERAGE SPACING OF ONE (1) TREE EVERY 40'.
- ALLOWABLE TREE TYPES: SEE "TYPICAL TREE PLANTING" TABLE BELOW.

**TYPICAL TREE PLANTING**

BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
<b>OVERSTORY DECIDUOUS TREES</b>						
ACER RUBRUM 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	B&B	2" CAL.	AS SHOWN	35'	55'
ACER SACCHARIN 'LEGACY'	LEGACY SUGAR MAPLE	B&B	2" CAL.	AS SHOWN	35'	55'
Q. LAEVOGATA 'PRINCE OF PEACE'	PRINCE OF PEACE OAK	B&B	2" CAL.	AS SHOWN	50'	75'
GLEDITSIA TRIACANTHOS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	B&B	2" CAL.	AS SHOWN	35'	55'
QUERCUS ALBA	WHITE OAK	B&B	2" CAL.	AS SHOWN	45'	75'
QUERCUS RUBRA	RED OAK	B&B	2" CAL.	AS SHOWN	35'	65'
LEMOIS AMERICAN 'VALLEY FORT'	VALLEY FORT AMERICAN ELM	B&B	2" CAL.	AS SHOWN	50'	65'
<b>LANDSCAPE ORNAMENTALS</b>						
ACER GRANOLA	AMAR MAPLE	B&B	1.5" CAL.	AS SHOWN	30'	50'
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B&B	2" CLUMP	AS SHOWN	15'	25'
WALNUT 'WALNUT TREE'	PRINCE OF PEACE FLOWERING DOGWOOD	B&B	1.5" CAL.	AS SHOWN	15'	25'
<b>CONIFEROUS TREES</b>						
PICEA GLAUCA 'DENSATA'	BLAICHNELL SPRUCE	B&B	6" HT.	AS SHOWN	25'	50'
PRUNUS PLEXILIS	LAMBER PINE	B&B	6" HT.	AS SHOWN	25'	45'
PRUNUS HYBRIDA	BOGDAN PINE	B&B	6" HT.	AS SHOWN	25'	45'
PRUNUS STROBUS	WHITE PINE	B&B	6" HT.	AS SHOWN	45'	65'



15' LANDSCAPE BUFFER REFER TO NOTES.

PREPARED BY: [Name] DATE: [Date] DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN  
 8/15/2016

100 N. 10th Street, Suite 200  
Minneapolis, MN 55401  
Tel: 612.437.1111  
Fax: 612.437.1112

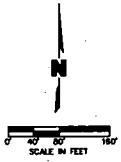
**EXHIBIT "G"**

REVISION DESCRIPTION  
 DATE  
 BY  
 FOR

LANDSCAPE / TRAIL PLAN  
 S.I.D. 311 SPRINGFIELD PINES  
 SUBDIVISION AGREEMENT

SHEET  
 EXHIBIT "G"

2016  
 SPRINGFIELD, MINNESOTA

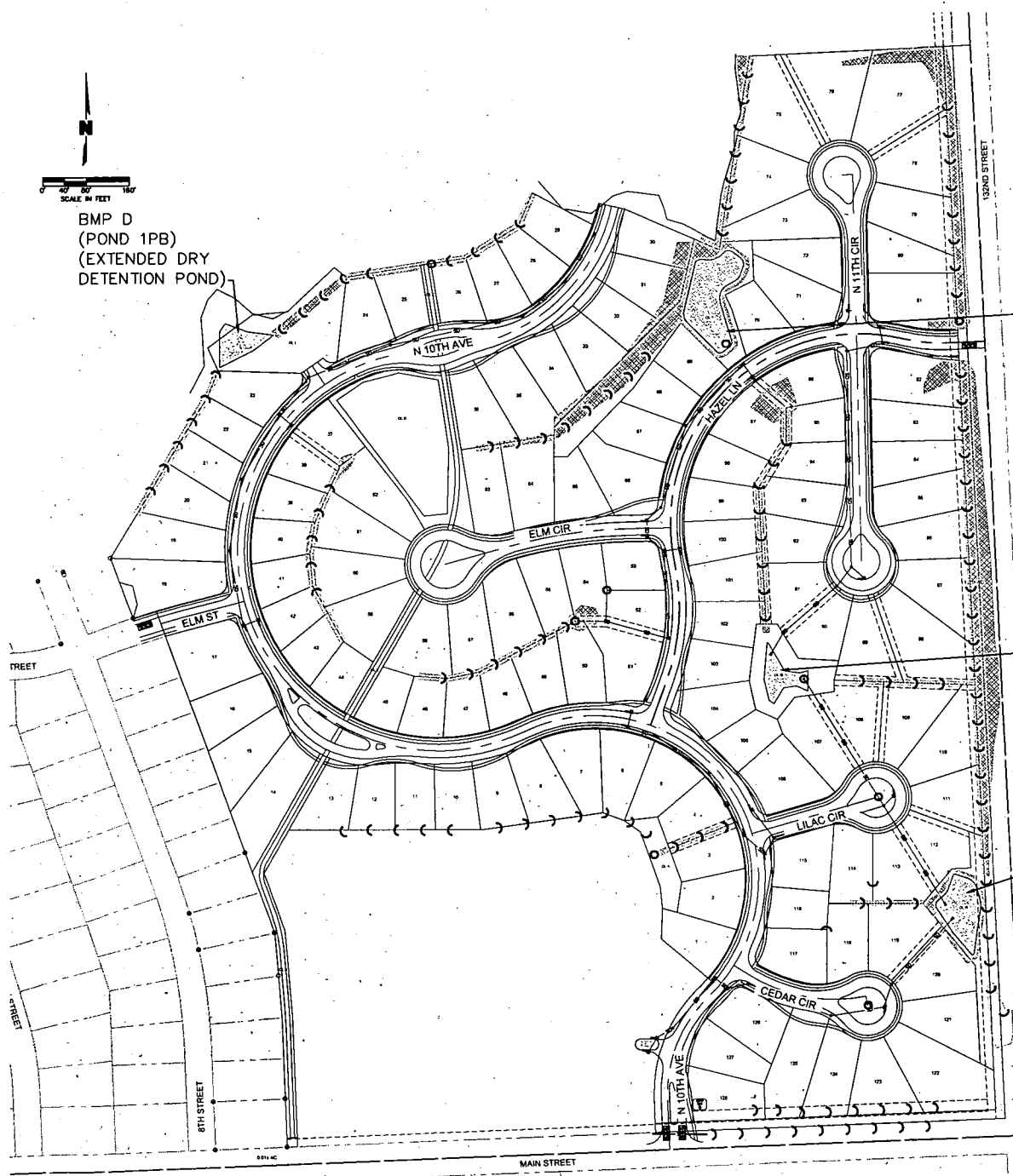


BMP D  
(POND 1PB)  
(EXTENDED DRY  
DETENTION POND)

BMP C  
(POND 5PA)  
(RETENTION WET POND)

BMP B  
(POND 3PA)  
(RETENTION WET POND)

BMP A  
(POND 2PA)  
(RETENTION WET POND)



DATE: 7/19/2016 11:29 AM  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 PROJECT: S.D. 311 SPRINGFIELD PINES SUBDIVISION AGREEMENT  
 SHEET: 2016

NO.	DATE	REVISION DESCRIPTION

Ad

**EXHIBIT "I"**  
**POST-CONSTRUCTION STORMWATER**  
**MANAGEMENT AGREEMENT**

Upon Recording Return to:

\_\_\_\_\_  
\_\_\_\_\_

[Space above the line for recording data]

**POST CONSTRUCTION STORM WATER MANAGEMENT PLAN**  
**MAINTENANCE AGREEMENT**

This Post Construction Storm Water Management Plan Maintenance Agreement (hereinafter referred to as the "Agreement") is entered in to as of the date set forth below by and between Springfield Pines, LLC, a Nebraska limited liability company (hereinafter referred to as the "Property Owner"), Sanitary and Improvement District No. 311 of Sarpy County, Nebraska (hereinafter referred to as the "District"), and the City of Springfield, Nebraska (hereinafter referred to as the "City"). The Property Owner, District, and the City are sometimes referred to herein as the "Parties".

WHEREAS, the Property Owner (whether one of more) is the owner of the real property legally described on Exhibit "A" which is attached hereto and incorporated herein by this reference (hereinafter referred to as "the Property");

WHEREAS, the Parties recognize that the health, safety and welfare of the citizens of the City require that storm water management facilities (hereinafter referred to as the "Facilities") must be constructed and maintained in conjunction with the development of the Property, which Property is located in the jurisdiction of the City;

WHEREAS, reference is made to the Post Construction Storm Water Management Plan, for Springfield Pines (hereinafter referred to as the "PCSMP") which has been prepared by the Property Owner and approved by the City, and which is attached hereto as Exhibit "H" and incorporated herein by this reference; and,

WHEREAS, the Property Owner agrees that its obligations hereunder shall be binding on present and future owners of the Property, including administrators, executors, successors, heirs, or assigns as the case may be.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the foregoing premises and the terms and provisions contained herein, the Property Owner agrees as follows:

1. The Facilities described in the PCSMP shall be constructed by the Property Owner in accordance with the PCSMP, which has been prepared by the Property Owner and which has been reviewed and accepted by the City or its designee. The Property Owner hereby reserves the right to continue to use the land on which the PCSMP is constructed for any uses or purposes which do not materially interfere with the use or operation of the Facilities or the BMP Maintenance Requirements (defined below).

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2. The Property Owner has prepared, and the City has reviewed and accepted the "BMP Maintenance Requirements" which are attached hereto as Exhibit "I-2" and which are incorporated herein by this reference. Such BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the Facilities and include a schedule for implementation of these practices. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.

3. The Property Owner shall, at its sole expense, construct the Facilities in strict accordance with the BMP Maintenance Requirements. The District shall, at its expense, perpetually operate and maintain the Facilities.

4. The Property Owner hereby grants permission to the City, its authorized agents and employees, upon reasonable notice and at reasonable times, to enter upon the Property, for inspections to ensure that the Facilities are maintained in accordance with this Agreement; provided, however, any such access by the City onto the Property shall be limited to paved areas and any pervious areas around the Facilities to the extent reasonably necessary to inspect the Facilities.

5. In the event an inspection reveals that the Facilities have not been maintained in accordance with this Agreement and corrective action is needed, the City shall provide the District with written notice specifying what corrective action is reasonably required. If the District has not completed the corrective actions within thirty (30) days of receipt of such notice, the City may perform the necessary corrective work. 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 reasonably deems necessary. The City shall be entitled to recover from the District the reasonable costs the City reasonably expends to maintain or repair the Facilities or to correct operational deficiencies in accordance with this Agreement or applicable law. Failure to pay the City all of its reasonably expended costs, after forty-five days written notice, shall constitute a breach of this Agreement. The City shall thereafter be entitled to bring an action against the District to recover such costs, including interest and attorney fees.

6. The District shall not obligate the City to maintain or repair the Facilities, and the City shall not be liable to any person for the condition or operation of the Facilities prior to annexation. The District shall erect and maintain signage that identifies the Facilities as property of the District for their use and maintenance.

7. The District 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 Facilities by the District, unless such damages, accidents, casualties, occurrences or claims are caused by the negligence, gross negligence or willful misconduct of the City or its authorized agents or employees. In the event such a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the District and the District shall have the right to defend and settle, at its own expense, any suit based on such claim. If a final judgment is entered against the City for such a claim, the District shall pay such judgment unless such judgment is based on the negligence, gross negligence or willful misconduct of the City or its agents or employees.

8. The District 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. The District shall comply with the time periods set forth in this Agreement; provided, however, that said periods shall be extended for a period or periods of time equal to any period or periods



AS

of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the Facilities contemplated hereunder (the Parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial beyond their reasonable control.

10. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

11. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

12. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement may be modified by only written agreement of the City and the District.

13. This Agreement may be modified by written agreement of the Parties hereto.

14. Upon conveyance of the Property, the conveying owner shall thereafter be relieved of any obligations under this Agreement arising out of any act, occurrence or omission that occurs after the date of such conveyance.

15. 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, and inure to the benefit of the District, its successors and assigns.

Ag

IN WITNESS WHEREOF, the Property Owner has executed this agreement this day 27 of April, 2016.

DECLARANT:

SPRINGFIELD PINES, LLC, a Nebraska limited liability company,

By: Eugene J. Graves Jr.  
 Its: \_\_\_\_\_

SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA,

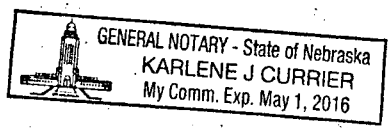
By Eugene J. Graves Jr.  
 \_\_\_\_\_ Chairman  
 By \_\_\_\_\_  
 \_\_\_\_\_ Clerk

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

On this 27 day of April, 2016, before me, a Notary Public in and for said County and State, personally appeared Eugene J. Graves Jr., Administrative Member of the SPRINGFIELD PINES, LLC, a Nebraska limited liability company, who executed the above and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited liability company.

Karlene J. Currier  
 NOTARY PUBLIC

My Commission expires 5-1-16



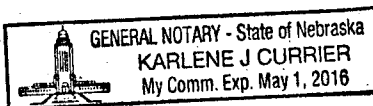
STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

Ah

On this 27 day of April, 2016, before me, a Notary Public in and for said County and State, personally appeared Eugene J. Graves Jr., Chairman, and Eugene Davis Jones Clerk, of SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, who executed the above and acknowledged the execution thereof to be their voluntary act and deed on behalf of said sanitary and improvement district.

Karlene J. Currier  
NOTARY PUBLIC

My Commission expires 5-1-16



Ac

**EXHIBIT "I-1"**

Legal Description of Property

**PROJECT INFORMATION**

Legal Description: Lots 1-128 and Outlots A thru I Inclusive, Springfield Pines

Property Address: 132<sup>nd</sup> Street and Main Street

Subdivision Name: Springfield Pines

Section: 24-13-11

**PROJECT INFORMATION**

Business Name: Springfield Pines, LLC

Business Address: 3803 N 153<sup>rd</sup> Street Ste. 200

Contact Representative's Name: Gene Graves

Contact Representative's Phone Number: 402.677.2703

Signing Representative's Name: Gene Graves

Aj

**EXHIBIT "I-2"**

**BMP Maintenance Requirements**

**Name & Location**

Project Name: Springfield Pines  
 Address: 132<sup>nd</sup> Street and Main Street  
 PCSMP Project Number:  
 PCWP Grading Permit #:

**Site Data**

Total Site Area: 48.36 AC  
 Total Disturbed Area: 48.36 AC  
 Total Undisturbed Area: 0.0 AC  
 Impervious Area Before Construction: 5%  
 Impervious Area After Construction: 25%

**BMP Information**

BMP ID	TYPE OF BMP	Northing/Easting	Latitude/Longitude
BMP A (POND 2PA)	Retention Wet Pond	N: 479275.39 E: 2710485.51	Lat: N41°04'59.14" Long: W96°06'57.62"
BMP B (POND 3PA)	Retention Wet Pond	N: 4797793.91 E: 2710174.44	Lat: N41°05'04.20 Long: W96°07'01.38"
BMP C (POND 5PA)	Retention Wet Pond	N: 480400.82 E: 2710029.28	Lat: N41°05'10.46" Long: W96°07'02.91"
BMP D (POND 1PB)	Extended Dry Detention Pond	N: 480428.57 E: 2709096.24	Lat: N41°05'11.14" Long: W96°07'15.07"

<b>BMP Type (Retention Wet Pond)</b>	
Task	Schedule
Remove debris and trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed
Remove accumulated sediment	As needed
<b>BMP Type (Dry Detention Pond)</b>	
Task	Schedule
Remove debris and trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Remove woody vegetation along embankment	Annually

Ak

Inspect for structural damage	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed
Remove accumulated sediment	As needed

**Maintenance Inspection Reports**

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

**NOTE:**

PERIMETER FENCE WILL BE A 6 FOOT IN HEIGHT GALVANIZED BLACK IRON FENCE WITH A POWDER-COAT BAKED PAINT FINISH.



DATE: 05/11/2018 11:00 AM  
 PROJECT: PERIMETER FENCING  
 CLIENT: CROWN POINT SUBDIVISION  
 LOCATION: 14200 HWY 100, CROWN POINT, ND  
 DRAWN BY: J. JENSEN  
 CHECKED BY: J. JENSEN  
 DATE: 05/11/2018

NO.	DATE	REVISION DESCRIPTION

PERIMETER FENCING  
 S.D. 141 SPRINGFIELD PINES  
 SUBDIVISION AGREEMENT

DATE: 05/11/2018

PROJECT: PERIMETER FENCING

CLIENT: CROWN POINT SUBDIVISION

LOCATION: 14200 HWY 100, CROWN POINT, ND

DRAWN BY: J. JENSEN

CHECKED BY: J. JENSEN

DATE: 05/11/2018

Am

WATER AGREEMENT

This Agreement, made and entered into this 31<sup>st</sup> day of May, 2016, among SPRINGFIELD PINES, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Developer"), and SANITARY AND IMPROVEMENT DISTRICT NO. 311 of Sarpy County, Nebraska (hereinafter referred to as "District"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Developer, District and City have entered into a Subdivision Agreement;  
and

WHEREAS, City operates its own water supply system; and

WHEREAS, the land to be developed is outside of the current water supply area of City;  
and

WHEREAS, Developer and District wish to provide for a water supply for the lots to be developed in Springfield Pines, Phase 1;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Developer and District will install all water mains for Lots 1 thru 128 and Outlots A-I inclusive.
2. After construction of the mains in a manner satisfactory to the City's Engineer, Developer and District shall be allowed to connect the mains in the District to the City water supply mains.
3. During such time as District remains outside of the corporate limits of City, District shall have the responsibility to maintain all water mains within the District. All maintenance shall meet the requirements of City.
4. Individual lot owners shall be permitted to connect to the water mains and City will provide water to them, provided, however, the lots must pay all applicable taxes and fees.
5. All individual consumers will have to enter into a water supply agreement with City and obey all City ordinances and regulations regarding water metering and water use.
6. All individual consumers will pay for water at 1.5 times the rate for consumers within the corporate limits of City.



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- 7. Developer reserves the water supply for 128 single family residential lots, and the 9 outlots, and Developer and District will not develop any more than that number of lots or change the use on the lots without the written permission of City.
- 8. If no lot owner of any lot within District has become a water customer of City within two years after the date of this Water Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement.
- 9. This Agreement shall terminate twenty-five (25) years after the date of this Water Agreement and City shall have no further obligation under this Agreement.
- 10. This Agreement incorporates all of the terms of the Subdivision Agreement between Developer, District, and City.

Attest:

CITY OF SPRINGFIELD, NEBRASKA

Kathleen R. Gotten 5/31/16 By: \_\_\_\_\_  
 City Clerk Date

Robert Roslad 5-31-16  
 Mayor Date

Attest:

SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA

[Signature] 5-12-16 By: \_\_\_\_\_  
 Date

Eugene [Signature] April 27, 2016  
 Chairman Date

Attest:

SPRINGFIELD PINES, LLC

[Signature] 5-12-16 By: \_\_\_\_\_  
 Date

Eugene [Signature] April 27, 2016  
 Manager Date

ACKNOWLEDGMENT OF NOTARY:

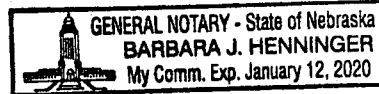
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 31 day of May, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseband, personally known by me to be the Mayor of the City of Springfield, and Kamleen Gottsch, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the identical persons whose names are affixed to the foregoing Agreement, and they 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.

Barbara J. Henninger  
NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

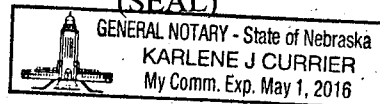
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 27 day of April, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Eugene J. Graves Jr., personally known by me to be the Chairman of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

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

Karlene J. Currier  
NOTARY PUBLIC

(SEAL)



AP

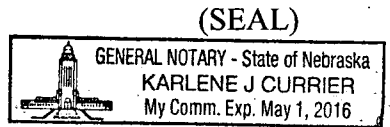
ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 27 day of April, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Eugene J. Graves Jr., personally known by me to be the Manager of Springfield Pines, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Developer.

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

Karlene J. Currier  
NOTARY PUBLIC



Ag

SANITARY SEWER AGREEMENT

This Agreement, made and entered into this 31<sup>st</sup> day of May, 2016, among SPRINGFIELD PINES, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Developer"), and SANITARY AND IMPROVEMENT DISTRICT NO. 311 of Sarpy County, Nebraska (hereinafter referred to as "District"); and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Developer, District and City have entered into a Subdivision Agreement; and

WHEREAS, City operates its own sanitary sewer system; and

WHEREAS, the land to be developed is outside of the current sanitary sewer system area of City; and

WHEREAS, Developer and District wish to provide for a sanitary sewer system for the lots to be developed in Springfield Pines, Phase 1;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Developer and District will install all sanitary sewer lines for Lots 1 thru 128 and Outlots A-I inclusive.
2. After construction of the mains in a manner satisfactory to the City's Engineer, Developer and District shall be allowed to connect the mains in the District to the City sanitary sewer system.
3. During such time as District remains outside of the corporate limits of City, District shall have the responsibility to maintain all sanitary sewer mains within the District. All maintenance shall meet the requirements of City.
4. Individual lot owners shall be permitted to connect to the sanitary sewer mains and City will provide sanitary sewer service to them, provided, however, the lots must pay all applicable taxes and fees.
5. All individual consumers will have to enter into a sanitary sewer system agreement with City and obey all City ordinances and regulations regarding sanitary sewer use.

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- 6. All individual consumers will pay for sanitary sewer service at 1.5 times the rate for consumers within the corporate limits of City.
- 7. Developer reserves the sanitary sewer system for 128 single family residential lots, and the 9 outlots, and Developer and District will not develop any more than that number of lots or change the use on the lots without the written permission of City.
- 8. If no lot owner of any lot within District has become a sanitary sewer service customer of City within two years after the date of this Sanitary Sewer Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement.
- 9. This Agreement shall terminate twenty-five (25) years after the date of this Sanitary Sewer Agreement and City shall have no further obligation under this Agreement.
- 10. This Agreement incorporates all of the terms of the Subdivision Agreement between Developer, District, and City.

Attest:

CITY OF SPRINGFIELD, NEBRASKA

Kathleen R. Gotsch 5/31/16  
 City Clerk Date

By: Robert Koelb 5-31-16  
 Mayor Date

Attest:

SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA

[Signature] 5-12-16  
 Date

By: Eugene J. [Signature] April 27, 2016  
 Chairman Date

Attest:

SPRINGFIELD PINES, LLC

[Signature] 5-12-16  
 Date

By: Eugene J. [Signature] April 27, 2016  
 Manager Date

As

ACKNOWLEDGMENT OF NOTARY:

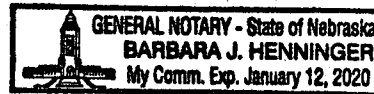
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 31 day of May, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Kamleen Gottsch, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the identical persons whose names are affixed to the foregoing Agreement, and they 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.

Barbara J. Henninger  
NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 27 day of April, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Eugene J. Graves Jr, personally known by me to be the Chairman of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

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

Karlene J. Currier  
NOTARY PUBLIC

(SEAL)



At

ACKNOWLEDGMENT OF NOTARY:

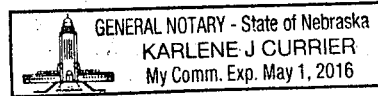
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 27 day of April, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Eugene J. Graves Jr., personally known by me to be the Manager of Springfield Pines, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Developer.

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

Karlene J. Currier  
NOTARY PUBLIC

(SEAL)



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## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into this 15<sup>th</sup> day of March, 2016, by and between the CITY OF SPRINGFIELD, NEBRASKA, a municipal corporation (the "City"), and SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA (the "District"). The District and City shall be referred to sometimes individually as a "Party" and collectively as the "Parties").

### PRELIMINARY STATEMENT

The City and the District have entered into a Subdivision Agreement, which was approved and adopted by the Springfield City Council on March 1, 2016, by Resolution No. 2016-10 (the "Subdivision Agreement").

Pursuant to the terms and conditions of the Subdivision Agreement, the City has agreed to lower the existing 12" water main along Main and South 132<sup>nd</sup> Streets to serve the District.

The District and the City desire to provide for the payment of the entire cost of lowering and constructing the 12" water main to serve the District in accordance with the terms and conditions of this Agreement.

Pursuant to the Interlocal Cooperation Act, Section 13-801, *et seq.*, the City and the District are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

NOW, THEREFORE, in consideration of the covenants herein set forth, the City and the District do hereby agree and contract with each other as follows:

1. Authority. The authority for the Parties entering into this Agreement is that authority granted by law, including the general powers of the parties and the Interlocal Cooperation Act of the State of Nebraska.
2. Purpose. The purpose of this Agreement is to provide for an agreement to fund the entire cost of designing, lowering and constructing the 12" water line pursuant to Exhibit "A" attached hereto (the "Water System Improvements")
3. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.



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4. Water System Plans and Design. The City shall retain registered engineers in the State of Nebraska for the preparation of plans and specifications for the lowering and construction of the City's 12" water main. Prior to commencing lowering and construction of the 12" water main and related appurtenances for the District, the City shall furnish final plans and specifications to the District for written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the District fails to provide written objections to the final plans and specifications within fifteen (15) days after the date of receipt thereof, the District shall be deemed to have approved of the final plans and specifications for the lowering and construction of the 12" water main and related appurtenances. In the event the District provides written objections to the final plans and specifications detailing the basis for such objections to the final plans and specifications for the lowering and construction of the 12" water main, then the parties to this Agreement shall promptly meet to determine the course of action to obtain and approve final plans and specifications for the lowering and construction of the 12" water main and related appurtenances.

5. The District hereby agrees to cause the 12" water main and related appurtenances to be lowered and constructed in accordance with the final plans and specifications approved by the parties hereto in accordance with Sections 4 and 5, and in accordance with the approved NDHHS construction permit, and to provide construction administration and construction management, and testing of the project. The approved plans and specifications will be submitted to the Nebraska Department of Health and Human Services (NDHHS) for the purposes of obtaining a construction permit for the project. Construction permit review fees shall be paid for by the District.

6. The District shall be responsible for the bid letting process of the 12" water main and related appurtenances. In the event the lowest responsible bid received exceeds the total estimated cost for such work by ten (10%) percent or more, the District shall promptly provide or cause to be provided notice thereof to the City, and the parties hereto meet to determine whether it would be in the parties' best interests to rebid such work or award the contract as bid.

7. After the approval of the final plans and specifications, the District shall not amend such plans or specifications in any material respect without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be deemed to have been given unless the City objects to such amendment in writing within fifteen (15) business days after presentation of such amendments by the District.

8. Right-of-Way. All right-of-way or easements deemed necessary for the construction of the Water System Improvements shall be obtained by the City to the extent necessary. The District shall cooperate and assist the City in acquiring any right-of-way if necessary.

9. Construction of Water System Improvements. The District hereby agrees to cause the Water System Improvements to be constructed in accordance with the final plans and specifications approved by the Parties hereto in accordance with Sections 4, 5, 6 and 7, above, and in accordance with the approved NDHHS construction permit, and to provide construction administration and construction management, and testing of the project. During the course of

construction of the Water System Improvements, the City may at any time cause inspection of the work to insure compliance with the final plans and specifications and cost.

10. Payment of Engineering and Construction Costs. The District shall pay 100% of the entire cost of the Water System Improvements. The City shall submit monthly pay estimates for preliminary engineering and design, as well as construction observation, to the District for payment by the District of the actual costs incurred in connection with the construction of the Water System Improvements. District engineer and contractor pay estimates shall be delivered directly to the District for payment by the District of the actual costs incurred in connection with the construction of the Water System Improvements. The District shall provide the City with copies of all pay estimates and proofs of payment. The District will also provide the City with a copy of the related construction contract(s) and copies of all third party invoices upon the District's receipt thereof. Any and all other costs, legal fees, finance fees and miscellaneous costs of any Party related to the Water System Improvements or this Agreement shall be solely the responsibility of such Party and shall not be borne by any other Party or prorated in any manner among the Parties.

11. Maintenance and Repair of the Water System Improvements. Upon completion of the Water System Improvements, the City shall be the owner and solely responsible for performing maintenance, repair and/or replacement, if necessary of the Water System Improvements.

12. Timing and Duration. It is the mutual desire and intention of the Parties that the District shall commence construction of the Water System Improvements in the spring of 2016, weather permitting, and complete the construction on or before October 31, 2016. The duration of this Agreement shall continue as long as necessary to carry out the intent of the Parties. Completion shall mean that the water main is approved for placement into service by NDHHS and accepted by the City.

13. Records.

(a) The District shall maintain records of all construction costs incurred in connection with the Water System Improvements.

(b) The City may at any time review, audit or inspect, or engage engineers, agents or other third parties at its own expense to review, audit or inspect, the design, plans, specifications, bids, invoices, agreements, bid and performance bonds, lien waivers, permits and other documents or records, the allocation of costs, and any other matter associated with the Water System Improvements or this Agreement. The District hereby agrees to provide copies of any such documents and otherwise cooperate in connection with any such review, audit or inspection by DISTRICT.

14. Appointment of Administrators. Springfield Professional Staff shall administer this contract on behalf of the City, and Olsson Associates shall administer this contract on behalf of District.

15. Binding Effect. This Agreement shall be binding upon the Parties, their respective successors and assigns.

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16. Enforcement. This is an Agreement between the named Parties hereto, enforceable only by them. No third party beneficiaries are created or allowed to enforce this Agreement or claim damages for its breach.

17. Entire Agreement. This instrument contains the entire agreement and understanding of the Parties with respect to the subject matter contained herein and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all Parties.

IN WITNESS WHEREOF, the undersigned hereby enter into this Agreement, effective on the day and year first above written.

CITY OF SPRINGFIELD, NEBRASKA, a  
municipal corporation,

Kenneth Götter 5/31/16  
City Clerk Date

By Robert Rosland 5-31-16  
Mayor Date

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 311 OF SARPY COUNTY, NEBRASKA

[Signature] 4-27-2016  
Clerk Date

By [Signature] April 27, 2016  
Chairman Date

Ay

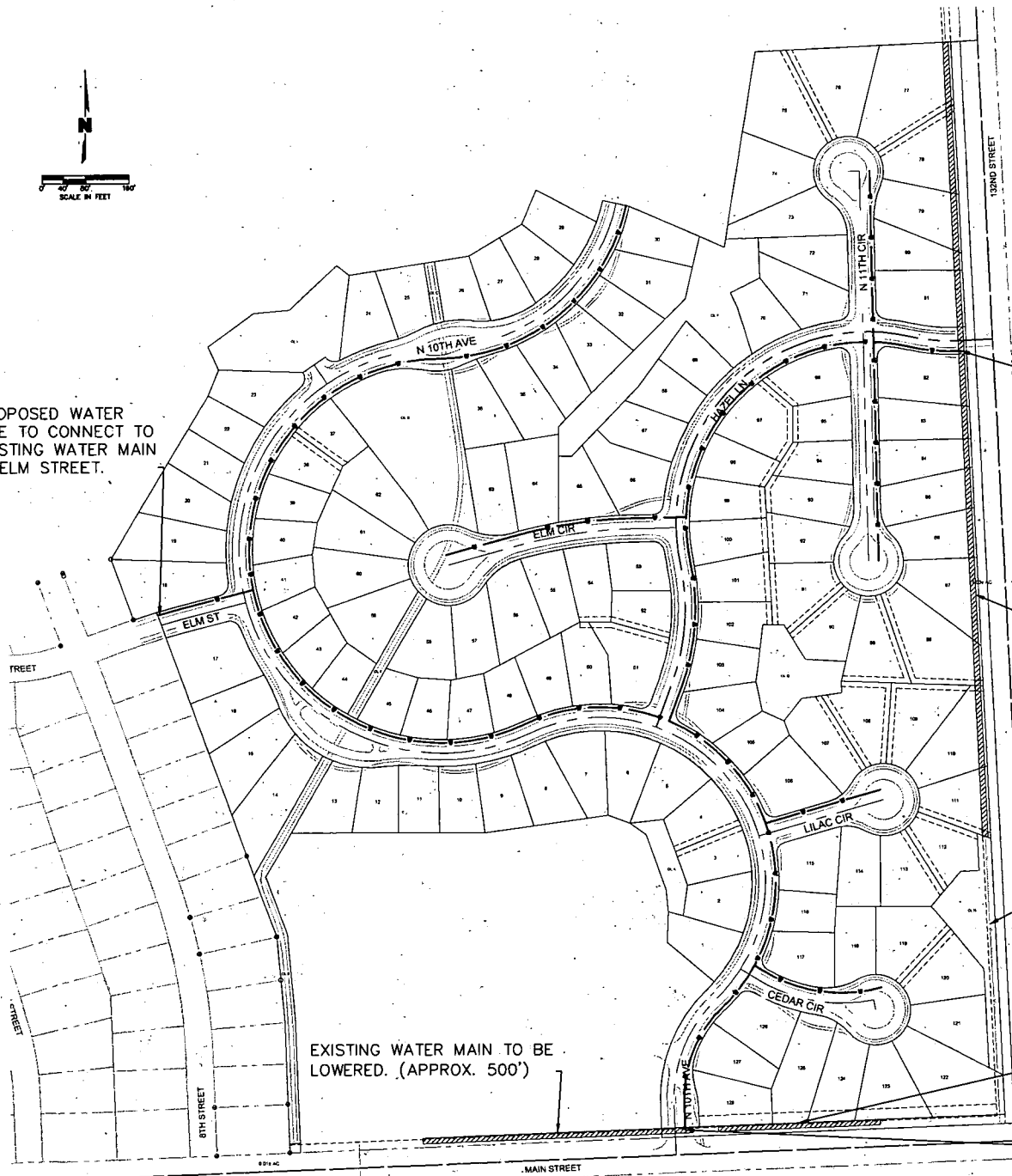
**EXHIBIT "A"**

**(Attached)**





PROPOSED WATER LINE TO CONNECT TO EXISTING WATER MAIN IN ELM STREET.



PROPOSED WATER LINE TO CONNECT TO EXISTING WATER MAIN IN 132ND STREET.

EXISTING WATER MAIN TO BE LOWERED. (APPROX. 1500')

EXISTING WATER MAIN.

EXISTING WATER MAIN TO BE LOWERED. (APPROX. 300')

PROPOSED WATER LINE TO CONNECT TO EXISTING WATER MAIN IN MAIN STREET.

EXISTING WATER MAIN TO BE LOWERED. (APPROX. 500')

DATE: 01/10/16 DRAWN BY: K. H. G. CHECKED BY: P. J. R. PROJECT NO: 15-111-1011-01 SUBPROJECT NO: 15-111-1011-01-01 SHEET NO: 1 OF 2

2016-18537 A-2

<b>OLSSON</b> ASSOCIATES <sup>®</sup>	<b>EXHIBIT "A"</b>
<small>Professional Seal</small>	
<b>WATER SYSTEM</b>	
<b>S. D. 214 SPRINGFIELD PINES SUBDIVISION AGREEMENT</b>	
DATE: _____	2016
BY: _____	
SHEET EXHIBIT "A"	