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Lloyd J. Dowding
REGISTER OF DEEDS

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LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, #1109
PAPILLION, NE 68046-2895
402-593-5773

SCRoD Form 1, Dated 5-04-98

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**RESIDENTIAL SUBDIVISION AGREEMENT
(VAL VERDE SUBDIVISION)**

THIS AGREEMENT, made this 5th day of January, 1999, by and between Val Verde, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Developer"), SANITARY AND IMPROVEMENT DISTRICT NO. 198 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska thereafter referred to as "City";

WITNESSETH:

WHEREAS, Developer is the legal owner of all lands within a proposed development tract, legally described on Exhibit "A" hereto, consisting of approximately 109.8 acres; and

WHEREAS, Developer proposes to develop such tract in the manner shown on the "Val Verde Development" drawing prepared by Hill-Farrell Associates, Inc., a copy of which is attached hereto as Exhibit "B," and is herein referred to as the "Subdivision" or "Development Tract," which tract is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve a platting of the Development Tract, as more fully shown on Exhibit "C" hereto, and a connection of said Subdivision to the City's sewer and drainage systems; and

WHEREAS, Developer has elected not to use the personal financing option for the construction of streets, storm sewers, sanitary sewers, and water and electric distribution systems within the subdivision or for tract connection charges, but instead wishes to finance same through District; and

WHEREAS, the Developer and District propose that the District will build public improvements in or for the benefit of the Subdivision, the District being a Sanitary and Improvement District created at the request of and controlled by the Subdivider, which is the sole Owner(s) of all the lands within the boundaries thereof; 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 subdivision or serving the subdivision and the extent to which the contemplated public improvements specially benefit property within the subdivision and to what extent the cost of the same shall be specially assessed against the property of Developer.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

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

- A. "Improvement" shall include all infrastructure, public facilities, interest in real estate, other capital assets, connection rights or other acquired rights which are acquired, in whole or in part, by use of District funds or credit.
- B. The "construction cost" of an improvement shall mean the amount paid to the contractor or contractors performing the work, together with all other costs incurred in or related to the construction of the improvement.

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- C. 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 costs, interest on warrants to date of funding by issuance of bonds and all bond fees and costs. Miscellaneous costs of the improvement shall include the pro rata share of the general unallocated costs of the District, which unallocated costs shall be prorated to each improvement on the basis that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.
- D. "General Obligation" or "general obligation of the District" shall mean the amount by which the entire cost of a particular improvement or type of improvement exceeds the amount of special assessments levied by the District in respect to such improvement or type of improvement.
- E. "Maximum general obligation" of the District shall mean the amount by which the total indebtedness of the District incurred in respect to all improvements within or for the benefit of the subdivision exceeds the total of special assessments levied in respect to all such improvements.
- F. "Property benefitted" shall mean property within the subdivision (Exhibit "B") which constitutes buildable sites, as defined in Subsection 5-B, infra.

2. Authorized Public Improvements

Developer, District and City agree that the credit of District shall be used for the construction of only the following types of public improvements upon the property located within or adjacent to the boundaries of the District of constituting necessary water, sewer, drainage, utility or other connections to existing or planned facilities as follows:

- A. Paving. Portland concrete paving of all streets dedicated per plat (Exhibit "C"), and illustrated on "Paving and Storm Sewer" drawing attached hereto as Exhibit "D," all said paving to be not less than seven (7) inches in depth and twenty-five (25) feet in width and, except where noted on Exhibit "D," to be of no wider width than twenty-five (25) feet.
- B. Storm Sewer. Storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and related appurtenances constructed in the dedicated street right-of-way per plat (Exhibit "C") or in dedicated easementways, as more fully illustrated on Exhibit "D" hereto.
- C. Sanitary Sewer (Collector System). All sanitary sewer mains, manholes and related appurtenances constructed as more fully illustrated on "Sanitary Sewer" drawing attached hereto as Exhibit "E."
- D. Outfall Sewer. There is no external sanitary outfall sewer connection of the District's sanitary collector system to the sanitary system of the City being within the boundaries of the District. As provided for in Section 18-J and 18-M hereof, there will be exterior storm sewer improvements for which the credit of the District may be utilized.

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- E. Water (Internal). Water distribution mains located within dedicated street right-of-way per plat (Exhibit "C") to be installed by Metropolitan Utilities District.
- F. Water (External Supply). Payment to Metropolitan Utilities District for extension of water main in Giles Road from existing water main at 96th and Giles westward to the west edge of the subdivision boundary, a distance of approximately 2,000 feet.
- G. Underground Electrical. Underground electrical service to each of the lots in the area to be developed to be installed by Omaha Public Power District ("OPPD").
- H. Street Lighting. Street Lighting for public streets dedicated per plat (Exhibit "C") to be installed by Omaha Public Power District.
- I. Tract Connection Fee. Payment of Tract Connection Fee provided for in Section 16-A.
- J. Civil Defense Siren. The cost of civil defense sirens required by City or Sarpy County.
- K. Improvement of 96th Street. District's share under interlocal agreement for the improvement of 96th Street to a two lane paved road.

The exact design, location and dimensions of and detailed plans and specifications for each of the afore-described improvements are subject to prior approval by the City in advance of award of contract for construction or acquisition. Except as herein expressly provided, the credit of the District shall not be used for the construction or payment of any improvement, unless first expressly approved in writing by City.

3. Unauthorized Expenditures of District Funds

Developer and District agree that, except to the extent specifically authorized by Section 2 hereof, supra, the credit or funds of the District shall not, without prior approval of City's City Council, be used for the planning, construction, acquisition or financing of any project, facility, utility installation or connection or connection fee, or other improvement. By way of specification and not by way of limitation, Developer and District agree that District shall not, without prior approval of City's City Council, incur any indebtedness or otherwise involve its credit or expend any of its funds in the planning, construction, acquisition, installation or financing of:

- A. Any swimming pool, golf course, park, playground or other recreational facility, except as specifically authorized herein.
- B. The advancement or payment of any fee, connection fee, deposit, surcharge, demand charge or similar charge, whether or not refundable, imposed by any utility or other entity providing or contemplating providing utility-type service to the area to be developed.
- C. Any grading costs, except grading in street rights-of-way dedicated per plat, the cost of which right-of-way grading shall be one hundred percent (100%) specially assessed.
- D. Sidewalks, except as authorized for certain residential subdivision perimeter sidewalks as provided in Subsection 18-I.

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- E. Any sodding, seeding or other landscaping, including that contemplated on street right-of-way.
 - F. The payment of any sewer or water connection fee, sewer use or treatment fees, or water charge for lots or properties within or without the area to be developed with the exception of Tract Connection Fee provided for in Subsection 16-A.
 - G. Any gas distribution system or external gas supply line.
 - H. The purchase of real estate or interest therein, except as authorized by Section 10 hereof or as otherwise authorized by City.
 - I. Costs of erosion control measures.
 - J. Costs of abandonment, relocation, or modification of existing utilities or transmission facilities or easements, including electrical, gas or petroleum product transmission lines and facilities.
 - K. Perimeter or other fencing for subdivision.
4. Allocation of Cost of Improvements

Developer, District and City agree that the cost of all public improvements constructed by the District within the subdivision (Exhibit "B") as authorized by Section 2, supra, shall be defrayed as follows:

- A. Paving. One hundred percent (100%) of the cost of all paving of streets shown per plat (Exhibit "C") shall be paid by the special assessment against the property benefitted within the area to be developed, except the following:
 - (1) the cost of that portion of each of the intersections which do not abut property, as more specifically shown on the typical intersection diagrams attached hereto as Exhibit "F" may be treated as a general obligation of the District;
 - (2) the cost of that portion of paving exceeding twenty-five (25) feet in width, as generally identified on Exhibit "D";
 - (3) the cost of that portion of paving beyond the City's standard seven (7) inches in depth.
- B. Storm Sewer. One hundred percent (100%) of the cost of all storm sewers, including manholes, inlets and other appurtenances, for storm sewers twenty-four (24") inches in size or less shall be specially assessed. Any storm sewer located in a public street or in an easement on private property the size of which is in excess of twenty-four (24") inches in size may be generally obligated for the difference in material and installation cost between a twenty-four (24") inch pipe and the actual size required, which difference may be generally obligated.
- C. Sanitary Sewer (Collector System). One hundred percent (100%) of the cost of all sanitary sewers constructed within or serving the area to be developed, including manholes and other appurtenances, shall be paid by special assessment against property

benefitted within the subdivision. Except as provided in Subsection 4-D, infra, no portion of the cost of the sanitary sewer system shall be borne by general obligation of the District.

- D. Sanitary Outfall Sewer. No sanitary outfall sewer is required to connect the subdivision's internal sanitary sewer system to the City's sewer system. No general obligation is authorized for this purpose.
- E. Water - Internal. One hundred percent (100%) of the cost of the water distribution system serving the area to be developed shall be specially assessed against property benefitted within the area to be developed, including the entire cost of such contract charges as are authorized to be paid to Metropolitan Utilities District by the provision of Subsection 2-E, supra. No portion of the cost of the water distribution system shall be borne by general obligation of the District.
- F. Water - External Supply Main Extension in Giles Road. District and Val Verde Subdivision shall enter into a contract, in form acceptable to City, for sharing of Metropolitan Utilities District charges for water main extension in Giles Road in proportion to the frontage of their respective subdivisions on Giles Road, which costs shall be specially assessed.
- G. Underground Electrical. One hundred percent (100%) of the cost of the underground electrical service serving the area to be developed including contract charges authorized to be paid by District to OPPD by the provisions of Subsection 2-H, supra, together with such other charges as fall within the definition of "entire cost" as defined in Subsection 1-A, supra, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. Refunds from OPPD, if any, on account thereof, shall be credited in the manner provided in Subsection 8-F.
- H. Street Lighting. The cost of the monthly contract charges paid to Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating funds of the District.
- I. Tract Connection Fee. The Tract Connection Fee provided for in Subsection 16-A, provided District shall incur no "soft costs" or other debt or obligation in respect to its payment of the Tract Connection Fee pursuant to Subsection 16-A, except for indebtedness in the principal amount of the fee plus financing costs incurred in respect to such indebtedness.
- J. Civil Defense Siren. The cost of civil defense sirens required by City or Sarpy County may be general obligation.
- K. Sidewalks, Landscaping, Etc. The cost of sidewalks and other improvements for which use of public money is not authorized shall be paid by the Developer without use of District's credit or funds.
- L. Repair and Reconstruction. Repair or reconstruction of a public improvement shall not be a general obligation of the District nor shall construction fund warrants be issued therefor without the prior written approval of the City Engineer. When approved, the cost of repair or reconstruction of improvements for which the original contractor and/or its bonding company has no further obligation may be borne by general obligation of the

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District. Maintenance of public improvements shall be paid from District's general fund to the extent not paid by the subdivision's homeowners' association.

- M. Improvement of 96th Street. District's cost share of improving 96th Street pursuant to interlocal agreement between the City, District and others shall be borne by general obligation of the District.

Except to the extent specifically provided for in this agreement to the contrary, any and all costs or obligations which the district shall incur in connection with any improvement, facility, construction, utility installation, connection fee or financing shall be one hundred percent (100%) specially assessed. The maximum general obligation debt herein provided for shall not be exceeded.

5. Special Assessments

Developer and District covenant and agree:

- A. District shall levy special assessments in the amount required by this Agreement and in the manner provided by law and in accordance with the provisions of this Agreement. Unless the City agrees otherwise, the Developer will levy all special assessments attributable to a particular type of improvement at one time and no buildable lot shall be exempted from such levy. Levy of special assessments shall be on a front foot basis unless City agrees otherwise. Levies attributable to particular improvements shall in no way preclude subsequent levies for enhancements or additional improvements of the same kind. Unless otherwise directed by the City, the District shall cause all sums collected on special assessments to be immediately applied in payment of outstanding warrants of the District in the manner provided by law.
- B. Levy of Special Assessments. Except as may otherwise be agreed to by City, all 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 or portions of lots or parcels which are truly buildable sites. If any lots, parcel or part thereof, or other are within the area to be developed is not a buildable site by reason of insufficient size or dimensions or by reason of its having been acquired for any public purpose, or by reason of easement of similar burdens or by reason of floodway or flood plain restrictions, or for any other reason, then no portion of the total amount to be levied for special assessments shall be levied against said unbuildable lot, parcel, or other area, and the amount that otherwise would have been levied against same shall be spread and levied against the lots or parts thereof, within the area to be developed which are buildable sites. The City's Engineer will determine which sites, if any, are not buildable sites. Attached hereto as Exhibit "G" is Developer's determination of the lots within the subdivision which Developer considers to be buildable lots. Except as City may otherwise authorize, costs shall be allocated and special assessments shall be levied on a front footage basis.
- C. Notice to City. At least thirty (30) days prior to setting the date of any hearing of the Board of Trustees of the District to be held for the purpose of equalizing or levying special assessments against property benefitted by any improvements constructed by District, submit to City in writing:
- 1) A detailed schedule of the proposed special assessments and the amount, if any, 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:
 - a. the amount paid to contractor;
 - b. 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 funding by issuance of bonds if later, estimated fiscal agent's warrant fees and bond fees and other fees incurred in connection with construction and/or financing of the improvements;
 - c. a special itemization of all costs of the District not itemized in (a) or (b) above;
 - 4) Notice of the date, time and place of such meeting.
- D. Time of Levy. District will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement.
- E. Interest Rate on Levy. In setting the rate of interest for special assessments levied by the District, the District shall set same at the maximum authorized by law for special assessments.
- F. City Predetermination of Compliance. District shall not proceed with any levy of special assessments except in accordance with the terms hereof and only after City has determined the proposed special assessments to be in accordance herewith.
- G. Lot Splits. Should any of the platted lots per Exhibit "B" be split, all special assessments levied on the lot will be paid at the time of such lot split, unless the City otherwise agrees.
- H. Estimation of Bond Fees to be Specially Assessed. If special assessments are timely levied and unless circumstances at the time of levy shall make it apparent to the contrary, it shall be assumed in estimating the amount of specially assessed debt (non-general obligation debt) to be financed by bonds and resulting bond fees to be incurred in respect to issuance of bonds on account thereof, that by time of bond issuance, seventy-five percent (75%) of the total amount specially assessed shall have been collected and shall have been used to retire warrants and that the specially assessed portion (non-general obligation portion) of the debt of the District outstanding at date of bond issuance will have been reduced by a similar dollar amount.
6. Maximum General Obligation Debt

Developer and District warrant, covenant and agree that, notwithstanding any other provision of this Agreement to the contrary, the total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with all phases of the construction of the improvements

authorized herein shall not in the aggregate, in any event, exceed the total of the amount of general obligation authorized by Subsections 4-A, 4-B, 4-H, 4-I, 4-J, 4-L, 4-M, Section 10, Subsections 18-H, 18-J, 18-K and 18-L hereof. To the extent such general obligation of the District would have otherwise exceeded such total at date of levy of special assessments, the general obligation of the District shall be reduced and the amount specially assessed for paving, storm sewer and sanitary sewer improvements shall be increased.

7. Formula to be Applied by Both District and City

The method herein provided for computing special assessment and general obligation for the improvements herein authorized shall be binding on both the District and the City. City covenants and agrees that should City annex the area to be developed, or any part thereof, prior to District's levy of special assessments for the improvements authorized in Section 2 hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Sections 4 and 5 supra. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the Development Tract or any part thereof.

8. General Covenants of Developer and District

Developer and District covenant, warrant and agree that:

- A. Compliance with City Construction Requirements. District will abide by and incorporate into all construction contracts the provisions required by the regulations and standards of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.
- B. Preconstruction Contracts. District will present to the City, prior to the commencement of construction of any improvement, binding contracts between the District and contractors providing for the installation of improvements authorized herein, and a binding agreement between the District and its fiscal agent providing for the placement of warrants and/or bonds of the District to finance the cost of the improvements authorized herein, and said fiscal agent's approval as to the terms of this subdivision agreement.
- C. Easements. Prior to commencement of construction of improvements, District will obtain and file of record permanent easements for all sanitary and storm sewer lines, utilities and any other improvements authorized by Section 2 hereof, supra, which are not situated on dedicated street right-of-way. Said easements shall be granted by Developer at no cost to District or City and shall be in form satisfactory to City's Attorney and City's Engineer.
- D. Entrance Signage and Median Landscaping. Installation and maintenance of entrance signs or related fixtures and any median landscaping and related fixtures and any subdivision perimeter fencing shall be paid for by the Developer or the subdivision's homeowners' association. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements with the homeowners' association must be submitted to the City for review and approval prior to the installation of improvements.
- E. Utility Refunds. That to the extent any costs of the external water main described in Section 2-F shall not have been specially assessed, all refunds, rebates and allowances of every kind and description received from Metropolitan Utilities District in respect to

further water connections to such water main and all other refunds and rebates given in respect to any of the improvements financed by the District shall belong to the District and not the Developer, and Developer hereby assigns any right Developer may have thereto to District.

- F. Underground Electrical Refund/Rebate. All contract charges for underground power authorized to be paid by District to OPPD or to any public gas utility, including both the basic charges and refundable charges, together with all other charges and costs incident thereto, shall be specially assessed against property within the area to be developed. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by OPPD to District or its successors shall be credited as follows:
- (1) If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
 - (2) If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
 - (3) If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- G. District Funding re Annexation Issues. 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.
- H. Natural Gas Source. Developer and District may choose a qualified supplier of natural gas, whether public or private, to install natural gas distribution mains and other service lines within the Subdivision; provided, however, that the qualified natural gas supplier chosen shall agree (a) to facilitate the orderly development of the residential area; (b) to facilitate the general health, safety and welfare of residents located in the Subdivision; (c) to avoid duplication of facilities; and (d) as a precondition to installing natural gas facilities, upon annexation of the Subdivision by the City, to obtain a natural gas franchise from the City that includes jurisdiction by the City over the rates, terms and conditions of natural gas service to the same extent the City regulates other qualified natural gas suppliers franchised by the City.
- I. Administration. As regards this Agreement and its implementation:
- (1) No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.
 - (2) The administration of this Agreement shall be through the offices of the undersigned officers for their respective entities.

- J. Remedies. That in addition to whatever rights of enforcement of the terms hereof are herein granted to any party, each party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the parties expressly reserve to and right to specifically enforce full compliance of the terms and conditions of this agreement by mandatory or prohibitory injunction.
- K. Covenants, Etc. The covenants and agreements of Developer and the District set forth in this Agreement are joint and several and shall constitute covenants running with the land.
- L. Non-Discrimination. In the performance of this contract, neither the District nor the Developer shall not discriminate against any parties on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

9. Partial Annexations

The parties mutually agree that in the event City shall annex a part of the area shown on Exhibit "B" hereto and said annexation shall not include the then entire territory of the District, then, except in respect to a limited annexation within the definition of Section 18-F hereof, a division of assets and liabilities of the District in connection with such partial annexation of the District shall be made as may be agreed by City and District, and if they are unable to agree, then in the manner provided in Section 31-766 of the Nebraska Revised Statutes, as amended and in effect at the time. All parties agree that the City shall be under no obligation to annex the area to be developed of any part thereof.

10. Recreational/Open Space

Developer, District and City agree that recreational open space set-aside not only enhances Developer's initial sale of residential lots, but provides a needed long-term amenity for residents of the subdivision. The Developer prior to and independent of submission of zoning and platting requests of the City, did make provision for a gift of 8.414 acres of buildable land to Papillion/La Vista School District, a portion of which is to be developed into open recreational area and by gift to the District of 1.87 acres of land south of and adjacent to the school site for open lineal trail purposes and related recreational use, for a total area exceeding the Minimum Tract Set Aside. Developer agrees to sell to District and City an additional four (4) acres, more or less, for the other portions of the lineal trail as shown per plat (Exhibit "C") for a price of \$22,000 per acre, which price is Developer's average per acre raw ground cost for the Subdivision. \$39,016.00 of such purchase price shall be paid by transfer/release of permanent easement and right-of-way pursuant to Section 18N hereof. The remainder of \$48,984.00 shall be by payment from the District. District's cost shall be general obligation of the District. To the extent provided in subsection 18-K, the cost of street improvements fronting recreational set aside property on interior streets of the subdivision which would otherwise be specially assessed against such property on a front footage basis shall be allowed as to general obligation of the District.

11. Construction Standards and Procedures

District and Developer further agree that, as to all improvements constructed by or on behalf of the District or under its control or direction, that:

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- A. All such improvements will be constructed in strict accordance with plans and specifications and locations approved in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefor, and directions of City Engineer, and that upon completion of construction thereof, District shall furnish to City a certificate from its consulting engineer so certifying.
- B. District shall cause appropriate testing of materials and work finished in respect to the construction of improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by District to the party performing the testing procedures, which additional testing costs shall also be a cost of the improvement. Neither the Developer nor the District nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the District and its engineers.
- C. District shall cause "As-Built plans", in reproducible form, and specifications for all such improvements that District shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible linens, except where the City agrees otherwise. The engineering costs attributable to the production of said "As-Built plans" shall be an engineering cost within the meaning of Subsection 1-C, supra. District shall, prior to the District's advertising for bids for any improvement within the area to be developed, require District's Engineers to file with the City said Engineers' separate written assurance and agreement that said "As-Built plans" will be prepared and filed with the City upon the completion of each improvement.
- D. All such improvements shall comply with all applicable federal and state laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction use, operation and maintenance.
- E. In the event that City's Engineer determine that there is anything in the construction, maintenance or operation of any such improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same street right-of-way or easementway, District will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action which shall be implemented by District at District's cost.
- F. District shall require each contractor to furnish a performance and maintenance bond, with District and City as joint and several obligees thereon, which bond shall be satisfactory to the City as to surety, form and terms.

12. Administrative Fee

District agrees that it will pay to City an amount equal to one percent (1%) of the actual construction cost of all improvements constructed by or for the District, including electrical and water distribution systems constructed pursuant to contracts between the District and Omaha Public Power District or Metropolitan Utilities District, as well as all other improvements authorized under Section 2, supra, as reimbursement to City for engineering, legal and administrative expenses incurred by City in

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connection with administration of this Agreement. An estimated payment shall be made on the basis of one percent (1%) of the construction cost estimate for the various improvements computed by the Engineer and shall be paid to the City at the time the City approves the plans and specifications of the improvements. At time of District's acceptance of the work, the actual fee shall be determined on the basis of one percent (1%) of final construction cost and any variance between the estimated fee payment and the actual fee shall be adjusted and paid by District or refunded to District, whichever the case may be.

Said fees shall be a cost of the improvements within the meaning of Subsection 1-C, supra, and shall be prorated amount improvements in the same ratio that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.

13. Sidewalks

Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider without use of District funds according to the following schedule:

- A. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
- B. Sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e., circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
- C. In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat.

14. Maintenance of Improvements

The District shall maintain and keep in good repair all improvements authorized to be constructed within the boundaries of the District pursuant to Section 2, supra. Prior to expending District credit or funds on any major repairs, District shall first make a determination that the project would not be covered by the performance bond and/or any separate maintenance bond executed by the contractor involved in the original construction of said improvement. Repairs in respect to which the District's share of the cost is reasonably estimated to be more than Five Thousand Dollars (\$5,000) shall be subject to prior approval of City.

15. Sewer Connections

The parties mutually agree as follows:

- A. Term of Connection. 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 a period not to exceed twenty (20) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. City Ownership of Outfalls. Upon the completion of any Sanitary Outfall Sewer built by the District, the City shall be granted and it shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title,

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and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

- C. Connection Permit. The City shall have exclusive control over connections to its sewer system whether inside or outside the District's boundaries, and the District shall not, without the prior written approval of the City, permit any sewer lines or sewers outside the subdivision to be connected to the sewer or sewer lines within or without the District. The District shall not collect connection charges for any sewer connections, except for the Special Sewer/Drainage Fee as provided in Subsection 16-C.
- D. Sewage. At all times all sewage and discharge 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. Connection Permit and Fees. 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 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.
- F. City Right of Disconnection. 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 ordinances, statute, rule, or regulation.
- G. Compliance With City Regulations, Etc. The District and Developer expressly agree that they are and shall be:
 - (1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of La Vista applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of La Vista; and
 - (2) Bound by any terms and provisions which by ordinance, resolution, or rule of the City of La Vista 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 of La Vista.
- H. Separate Sewer Agreement. The use, operation and other matters pertaining to sanitary sewers and outfall sewer to be constructed pursuant to this Subdivision Agreement are governed by a separate "Sewer Agreement" entered into between the City and the District, and District, Developer and City agree to be bound by the terms of such Agreement. District and Developer do represent that the representations therein made are truthful and the agreements therein made will be faithfully performed by District and Developer.

16. Tract Connection Fees

A. The District shall make payment to the City of La Vista in the amount of \$233,394 for sanitary outfall and drainage connection fees. This fee is computed as follows for the lots shown per plat (Exhibit "C"):

Lots 1 through 215 inclusive (single family lots) 215 lots @ \$660 per lot	\$141,900
Lots 216 through 247 (townhomes) 32 lots @ \$660 per lot	21,120
Lot 248 (multi-family) estimated number of units 86 \$750 plus 84 units @ \$330 per unit	28,470
Lots 250 through 254 (commercial) total of five lots 11.64 acres at \$3,600 per acre	41,904
Lot 249 - possible school site (fee yet to be determined)	_____*
Total	<u>\$233,394</u>

Upon execution of this Agreement, the District shall make payment to the City in cash or warrants immediately convertible into cash in the amount stated above.

If such areas are replatted or the use of such lots is changed, or the number of apartment units constructed varies from that estimated, the fee charged shall be changed by the City to the fee applicable to the new type of use or number of apartment units, for connection fee previously paid.

B. Additional Plats. At such time as Developer shall plat or replat additional lots within the Development Tract, this Agreement shall be amended by the parties to provide payment of the then current fee for the additional lots, said fee to be paid at time of plat approval(s) and prior to issuance of any building or sewer permits by City in such additional platted area.

C. Collection. The District, Developer and City agree that payment made under Section 16-A of this agreement shall constitute a Special Sewer/ Drainage Connection Fee for the lots therein described and shall be collected by the District as a Special Sewer/Drainage Connection Fee or shall be levied as a Special Assessment against the real estate described in Subsection 16-A as follows:

- (1) Amount of Special Fee. The real estate shall be charged the special sewer and drainage fee amount as set forth in Subsection 16-A for each lot or parcel in the subdivision.
- (2) Time of Collection. The Special Sewer/Drainage Connection Fee shall be collected by the District from the owner of each lot or parcel of real estate or levied as a Special Assessment in the per lot or per acre amounts as shown in Subsection 16-A prior to the time of any such lot or parcel is built upon and before the building sewer is connected to the Sanitary system of the District.

- (3) Extent of Collection. The Special Sewer/Drainage Connection Fee will be collected in respect to each lot from the date of this Agreement until the District has collected by such payment or through Special Assessment the entire Tract Connection Fee paid by the District to the City, as described in Subsection 16-A. The entire proceeds collected by District, whether by fee collection or by special assessment collection, shall immediately be used by the District to retire warrants issued by the District to fund payment to the City as required in Subsection 16-A.
- D. City Sewer Tap, Inspection and Use Fees to be Paid. The City may collect, within the Development Tract, the City's sewer tap and inspection and permit fees, and its sewer use fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Subsection 16-A herein, provided, however, the City shall reduce its "Special Sanitary Sewer/Drainage Connection Fee" for any lot listed in Subsection 16-A herein, by the amount paid to City by the District for that lot pursuant to Subsection 16-A and which District has collected from the lot owner.
- E. Issue of Sewer Permit. No sewer permit will be issued by the City for any construction on any lot in the area described in Section 16-A until proof is furnished to the City of payment to the District of the Special Sewer/ Drainage Connection Fee or levy of the Special Assessment for that particular lot as called for in Section 16-A. In the absence of such proof of payment, City may, if it chooses, collect from the lot owner such Special Fee, along with any other fees, at time of City's issuance of permit and remit such Special Fee to District. Special Fees so collected by City shall be remitted to District no less often than quarterly.
- F. Separate Account; Audit Access. All Special Sewer Construction Fees received by District shall be separately accounted for and held in a separate account. The City shall have access at all times to the District records and the special fund balance maintained by the County Treasurer in respect thereto for the purpose of auditing such separate account.
17. District Mill Levy.
- The District and Developer agree:
- A. Levies in Years 1998, 1999 and 2000. District shall annually levy a minimum ad valorem property tax levy of no less than \$0.85 (85¢) per \$100.00 of taxable valuation for tax levy years of 1998, 1999 and 2000. Unless otherwise agreed to by City, \$0.45 (45¢) per \$100.00 valuation of such levy shall be for debt retirement. Thereafter, District shall levy minimum debt retirement levies and general fund levies as hereinafter provided.
- B. Levies in Years 2001 and Subsequent Years.
- (1) Cash Flow Projection. On or before June 1, 2001, the District's fiscal agent will deliver to the City Treasurer, for review and approval by City, a cash flow projection by year for a twenty (20) year period ("cash flow projection"). The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the debt service fund. The projected annual debt service payments shall be based on a twenty (20) year or shorter bond principal payback, with not less than thirty-five percent (35%) of

principal payback to occur within the first ten (10) years from date of issue, with payment of principal and interest to begin no later than one (1) year after actual issue date, which issue date, unless otherwise agreed to by City, shall be no later than June 1, 2001. District's fiscal agent shall, not less often than every two (2) years or more often as City may request, cause such cash flow projection to be updated and filed with the City.

- (2) Debt Retirement Levy. Commencing with District's levy made in the year 2001, the District's Board of Trustees agrees that, in addition to its general fund levy, it will levy for debt retirement purposes a levy sufficient to timely retire the existing and projected future debt obligations as revealed by the cash flow projection.
- (3) General Fund Levy. District's Board of Trustees agrees that, commencing in the year 2001, in conjunction with and in addition to the aforementioned levy for debt retirement, it shall annually levy a tax rate for its general fund purposes sufficient to fully comply with the Nebraska Budget Act, including an amount sufficient to retire general fund warrants and accruing interest thereon.
- (4) Minimum Levy. Notwithstanding any provision above to the contrary, the District's Board of Trustees agrees that until District's debt is paid in full, the District's levy shall in no event be less than \$0.85 (85¢) per \$100.00 valuation.

18. Additional Special Covenants and Agreements

Developer and District further covenant and agree as follows:

- A. Mayfair Outfall to Connect to District's Sewer System. District shall allow S.I.D. #159 (Mayfair Subdivision) to connect to District's system without imposition of any fee or recompense. District No. 159 shall pay costs of constructing any outfall and actual connection.
- B. Integrated Recreational Use Areas. Developer and District shall, at no cost to City, grant to the City for the benefit of the general public a use easement to linear trails and other recreational areas that are integrated in intended use with recreational areas beyond the boundaries of the Development Tract ("integrated recreational use areas"). Developer and District agree that the lineal trail area referred to in Section 10 and identified on Exhibit "B" is an integrated recreational use area and that a use easement will be executed and given to City in form acceptable to City.
- C. Giles Road Corridor. City is constructing a new City library on 92nd and Giles Road in conjunction with the Metropolitan Community College's new Sarpy Education Center on the same site. Developer agrees to cooperate with the City and with the developers of property in the northwest and the northeast quadrants of the 96th and Giles Road intersection for the purpose of creating an area of environmentally pleasing appearance with:

Street lighting and parking area lighting like or similar to that which will be utilized at the library/education center site.

99-025520

Exterior building facade of predominately brick and glass on all side of commercial facilities that are visible from Giles Road or 96th Street.

City will develop general standards with input from the affected developers. Developer and District agree to implement the reasonable requirements of such standards and Developer agrees to incorporate them into the protective covenants for the Subdivision.

- D. Build Out Minimums. Developer agrees that all construction of residential properties and other structures will be subject to an architectural review committee appointed by the Developer and that such committee and Developer will use their best efforts to see to it that the median value of single family housing, including lot, will be \$200,000 and that the median value of townhomes, including lot, will be \$280,000 per setting of two.
- E. Special Right-of-Way Requirements. Giles Road and 96th Street are to be 100 foot right-of-ways. No part of the subdivision shall be platted within fifty feet (50') of the centerline of either street. As shown per Exhibit "C," Developer does, at no cost to the District or City, dedicate seventeen (17) additional feet of right-of-way for 96th Street.
- F. Developer deferral of Construction of Apartments. Developer agrees that it will not commence construction of any apartment units until after not less than ten (10) single family homes have been constructed.
- G. Road Frontage Annexations. Notwithstanding the provisions of Section 9 hereof, the City may annex land adjacent to Giles Road and to 96th Street to a depth no greater than the required building set back from said roadways, without necessitating the allocation of District debt or an assumption of a portion thereof. Allocation and assumption of District debt, if any, otherwise attributable to such road frontage annexations shall be deferred until more substantial annexation shall have occurred.
- H. Perimeter Sidewalks - Residential Lots Backing Onto Major Roads. District funds may be used and generally obligated to install sidewalks along 96th Street and along Giles Road for single family residential lots which front on an interior street and for which sidewalks will be constructed at private expense along the street upon which the lot fronts. All other sidewalks along 96th Street and along Giles Road shall be installed by Developer or its assignees without use of District's credit. Sidewalks along the west side of 96th Street shall not be constructed until City determines that they are to be installed.
- I. Perimeter Fencing. Developer shall determine whether to require or permit fencing along 96th Street and along Giles Road. If such fencing is required or permitted, it shall be of uniform style and appearance chosen by Developer and approved by the City Administrator, and shall be a matter included in the restrictive covenants for the Subdivision.
- J. Paving of 96th Street. District and City have entered into an interlocal cooperation agreement with the City of Papillion, OPPD and Sanitary and Improvement Districts #82, #148 and #152 of Sarpy County to pave to two lanes the right-of-way of 96th Street, including necessary storm sewerage for 96th Street and sidewalks. District may generally obligate its share of costs. City will serve as the contracting agency.

- K. Assessment of Certain Street Area Fronting Recreational Property. There is delineated on Exhibit "D-1" certain areas of street improvement, the cost of which is to be exempt from special assessment. The cost of street improvement within such delineated areas shall be borne by general obligation of the District.
- L. Special Assessment of School Site. There being substantial recreation area in the school site donated by Developer to the Papillion La Vista School District (Lot 249), the City, District and Developer agree, that the School District shall pay to the District the sum of One Hundred Fifteen Thousand (\$115,000) Dollars as special assessments for such multi-purpose lot, and that, to the extent that the special assessments which could have been levied on a front footage basis exceed the sum of One Hundred Fifteen Thousand (\$115,000) Dollars, that such excess may be borne as a general obligation of the District except that, to the extent that such special assessments exceed the sum of One Hundred Thirty-Five Thousand (\$135,000) Dollars, such excess amount shall be specially assessed and spread as additional assessments over the balance of the developable property.
- M. External Movement of Storm Water. Storm water from the Subdivision's storm sewer system will flow beyond the Subdivision's south boundary through Crossroads Industrial Park (S.I.D. #82), thence through existing box culverts under Old Cornhusker Road into an open drainageway which flows into the west branch of the Papillion Creek. An additional 60" storm sewer through Crossroads Industrial Park will be required to accommodate anticipated flows, which additional storm sewer District shall design and construct. District's engineers estimate the cost of such additional sewer to be \$5,465.00, which cost shall be borne by District and S.I.D. #82 (Crossroads Industrial Park) in such ratio and manner as the City shall approve.
- N. Developer Acquisition of Certain City Interests in Real Estate. City owns permanent street easements totaling 77,252.58 square feet, as more fully reflected on Exhibits "H-1" and "H-2" hereto, which Developer wishes to acquire and incorporate within the platted boundaries of the Subdivision (Exhibit "C"). Developer agrees to purchase said real estate interest for \$22,000 per acre or 50.505¢ per square foot, for a total sum of \$39,016.00 and to pay for same by granting a credit in an equivalent sum against the purchase price of \$88,000.00 that would otherwise have been paid to Developer for the additional four (4) acres of recreational area to be purchased from the Developer pursuant to Section 10 hereof, leaving a net sum of \$48,984.00 to be paid to Developer for said four (4) acres. City's conveyance shall be by release of easement and quitclaim deed to Developer.

19. Exhibit Summary

The Exhibits attached hereto and made a part hereof are as follows:

- Exhibit "A": Metes and bounds legal description of the Subdivision.
- Exhibit "B": Development Plan of the Subdivision.
- Exhibit "C": Plat of area to be developed.
- Exhibit "D": Plat drawing showing type and location of paving and storm sewer.

99-02552S

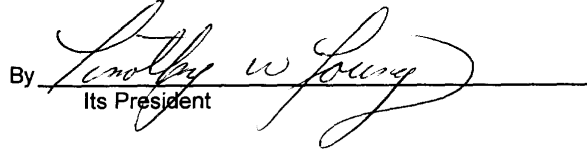
- Exhibit "D-1": Drawing showing type and location of paving and storm sewer with delineation of areas of paving that may be general obligation.
- Exhibit "E": Plat drawing showing type and location of sanitary sewer.
- Exhibit "F": Illustration of typical internal street intersections, showing portions thereof to be general obligation and portions to be specially assessed.
- Exhibit "G": Developer's determination as to buildable lots within the area to be developed.
- Exhibit "H-1": Developer acquisition of right-of-way along Giles Road (Val Verde Drive to 96th Street) and along 96th Street (57,759.80 sq.ft.).
- Exhibit "H-2": Developer acquisition of right-of-way along Giles Road (Val Verde Drive to west boundary of Subdivision) (19,492.78 sq.ft.).

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

ATTEST:

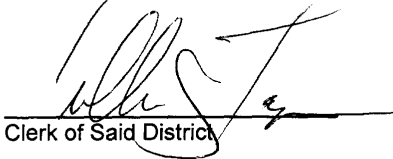
VAL VERDE, L.L.C., a Nebraska limited liability company

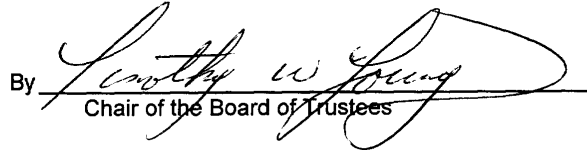

Secretary

By 
Its President

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 198 OF SARPY COUNTY, NEBRASKA

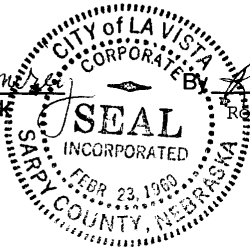

Clerk of Said District

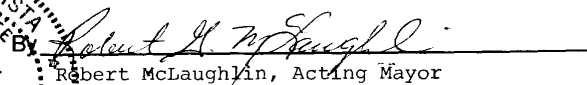
By 
Chair of the Board of Trustees

ATTEST:

CITY OF LA VISTA.


Rita M. Ramirez, City Clerk



By 
Robert McLaughlin, Acting Mayor

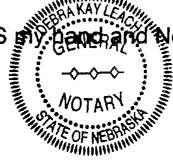
99-02552T

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas)

On this 5th day of Jan, 1999, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy W Young personally known by me to be the President of Val Verde L.L.C., and the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

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



MY COMMISSION EXPIRES:
May 28, 2002

Deborah Kay Leach
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas)

On this 5th day of Jan, 1999, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy W Young, personally known by me to be the Chair of the Board of Trustees of Sanitary and Improvement District No. 198 of Sarpy County, Nebraska, and William TORZON, to me personally known to be the Clerk of the Board of Trustees of Sanitary and Improvement District No. 198 of Sarpy County, Nebraska, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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



MY COMMISSION EXPIRES:
May 28, 2002

Deborah Kay Leach
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Sarpy)

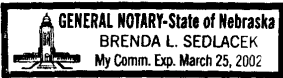
On this 5th day of January, 1999, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Robert Laughlin, personally known by me to be the Acting Mayor of the City of La Vista and Rita M. Ramirez, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

99-025520

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

Brenda Sedlacek

Notary Public



99-02552V

EXHIBIT "A"

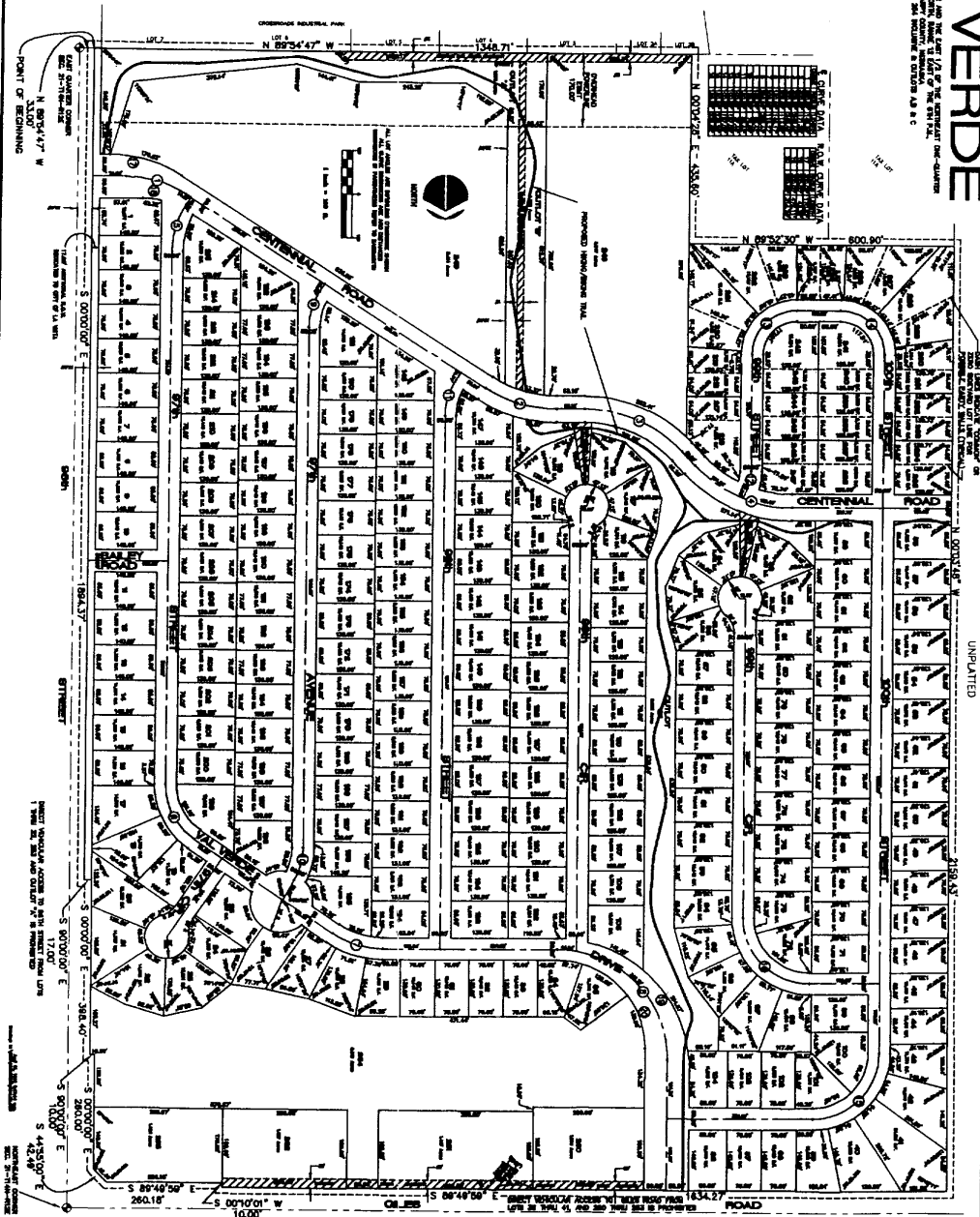
VAL VERDE
S.I.D. NO. 198
SARPY COUNTY, NEBRASKA

A REPLAT OF TAX LOT 12 AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE N 89°54'47" W, (ASSUMED BEARING) 33.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION TO THE WEST RIGHT OF WAY LINE OF 96TH STREET AND THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE N 89°54'47" W 1348.71 FEET TO THE SOUTHEAST CORNER OF TAX LOT 11A; THENCE N 00°04'28" E, 435.60 FEET TO THE NORTHEAST CORNER OF TAX LOT 11A; THENCE N 89°52'30" W 600.90 FEET TO THE NORTHWEST CORNER OF TAX LOT 11B; THENCE N 00°03'48" W 2159.43 FEET ALONG THE WEST LINE OF TAX LOT 12 TO THE SOUTH RIGHT OF WAY LINE OF GILES ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES (1) S 89°49'59" E 1634.27 FEET; (2) THENCE S 00°10'01" W, 10.00 FEET; (3) THENCE S 89°49'59" E 260.18 FEET; 4.) S 44°55'00" E, 42.49 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF 96TH STREET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF 96TH STREET THE FOLLOWING FIVE COURSES (1) S 00°00'00" E, 260.00 FEET; (2) THENCE S 90°00'00" E, 10.00 FEET; (3) THENCE S 00°00'00" E, 398.40 FEET (4) THENCE S 90°00'00" E, 17.00 FEET (5) THENCE S 00°00'00" E, 1894.37 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 109.70 ACRES, MORE OR LESS.

99-02552 W

VAL VERDE

UNPLATTED



PROFESSIONAL SEAL
EXHIBIT 'B'



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1908 Lincoln St., Bellevue, NE 68005 408-291-6100

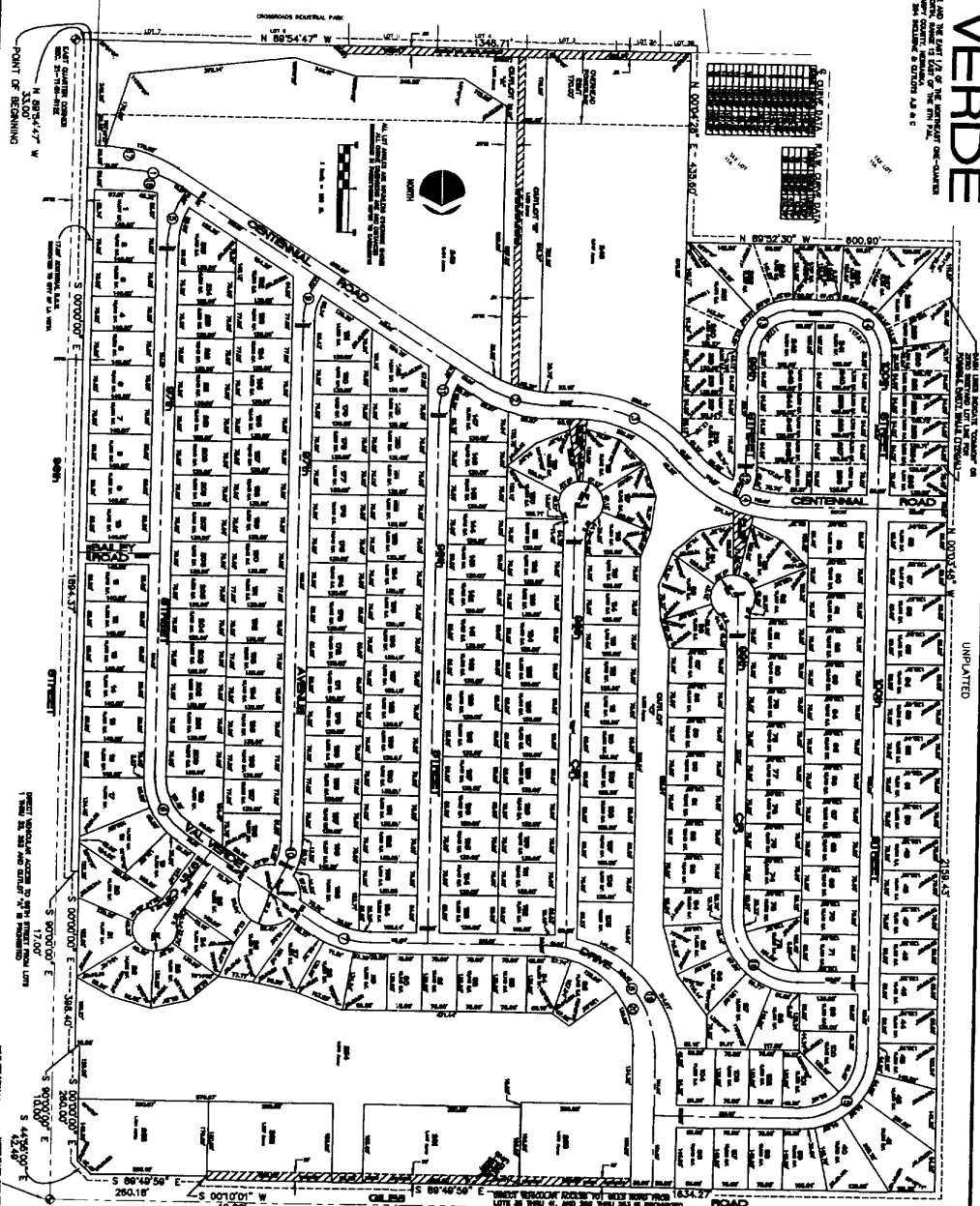
VAL VERDE
 EXHIBIT 'B' - VAL VERDE
 DEVELOPEMENT PLAN

DATE: 10/1/99

99-02552X

VAL VERDE

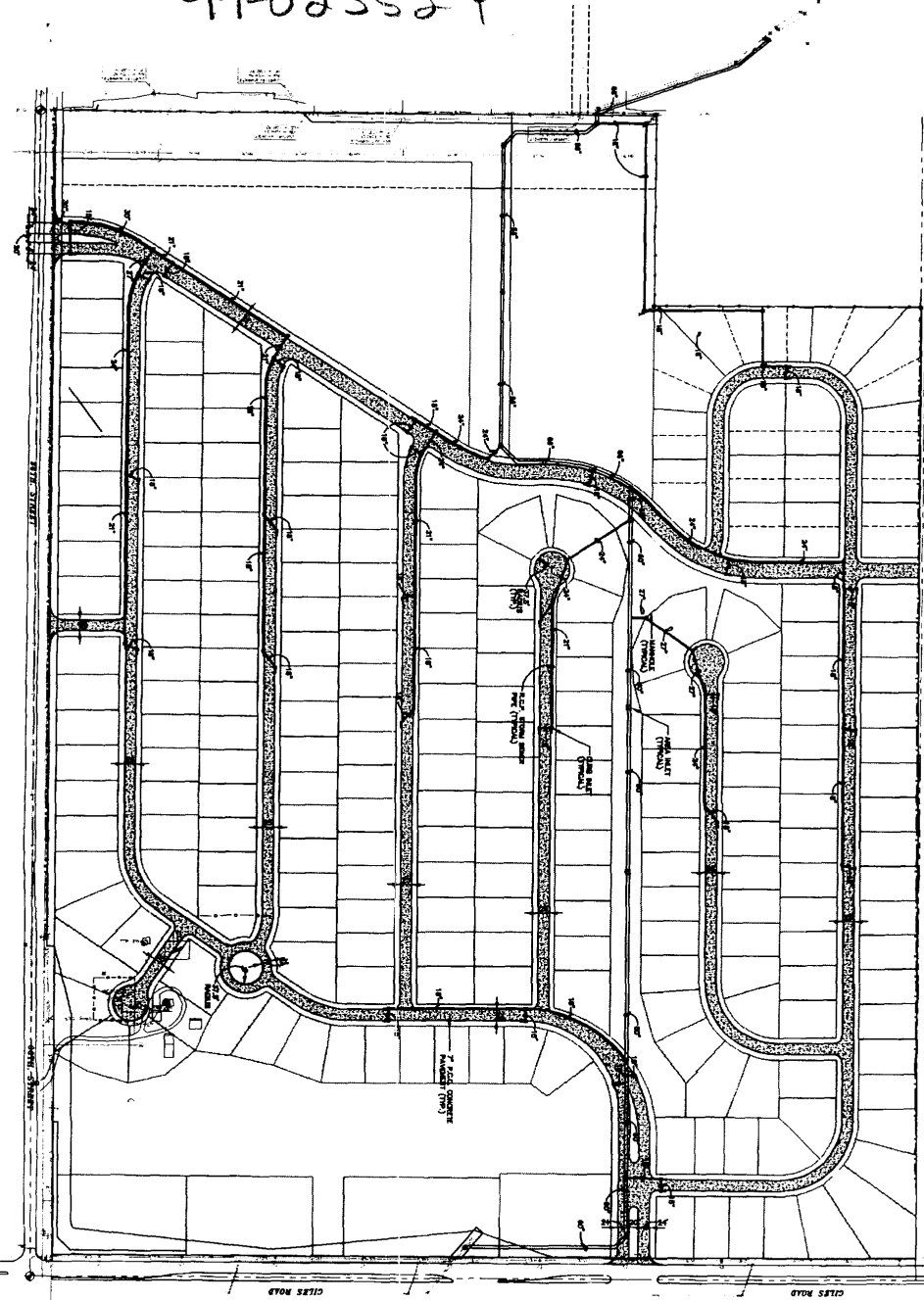
DEVELOPER: HILL-FARRELL ASSOCIATES, INC.
ENGINEER: HILL-FARRELL ASSOCIATES, INC.
DATE: 11/15/99



UNPLATTED

	<p>Hill-Farrell Associates, Inc. Engineers, Land Surveyors, Land Planners 1006 Lincoln Rd., Bellevue, WA 98005 425-221-6100</p>	<p>VAL VERDE EXHIBIT 'C' - FINAL PLAT</p>	<p>DATE: 11/15/99 SCALE: AS SHOWN</p>
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99-02552 Y



CL. 1188-108
EXHIBIT
VAL VERDE
SANITARY SEWER IMPROVEMENT DISTRICT NO. 1
LA VISTA, NEBRASKA



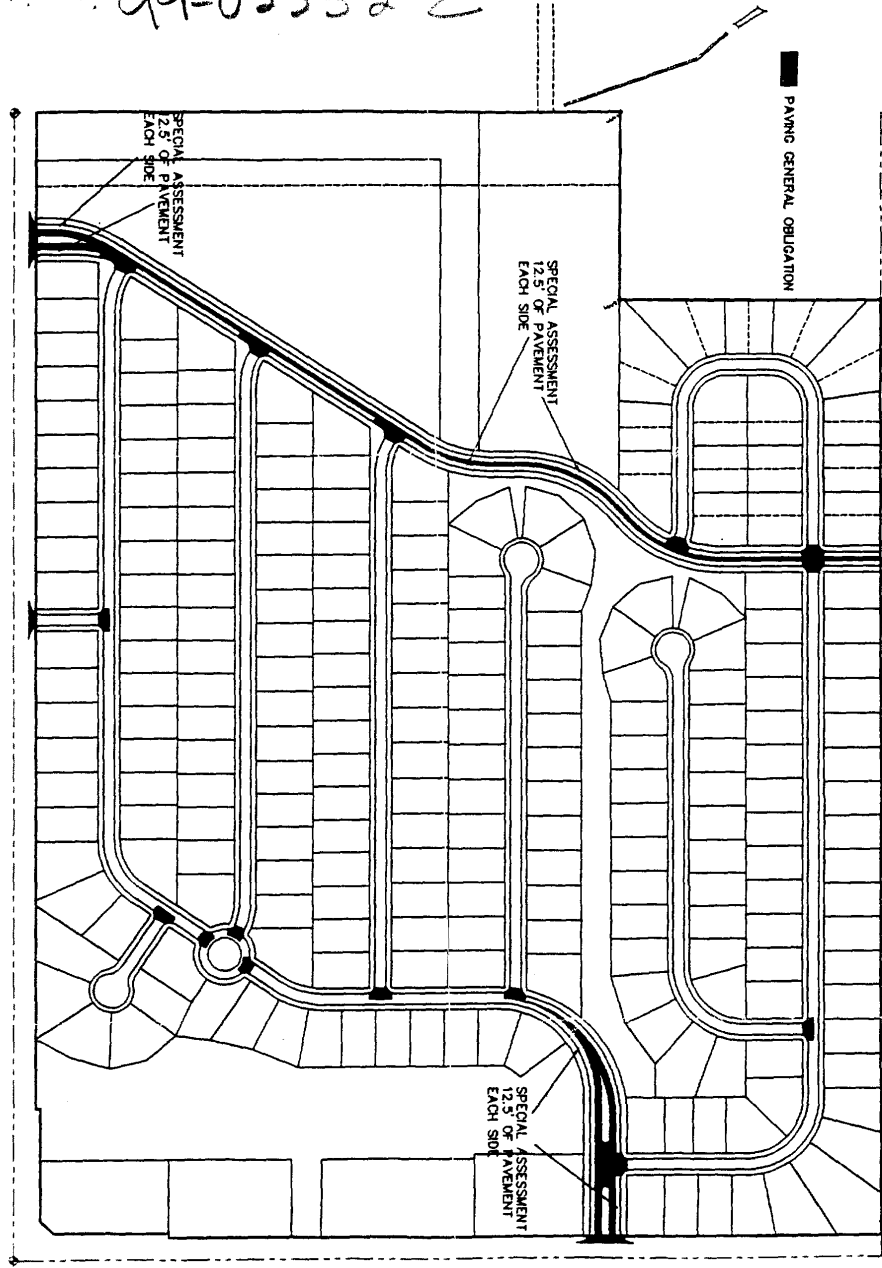
Hill-Farrell Associates, Inc.
Engineers, Land Surveyors, Land Planners
1008 Lincoln Rd., Bellevue, NE 68005 402-891-6100

VAL VERDE
SANITARY SEWER IMPROVEMENT DISTRICT NO.
LA VISTA, NEBRASKA


EXHIBIT 'D' - PAVING AND STORM SEWER

DATE: 11/11/2011
TIME: 11:11:11
USER: JAMES
PROJECT: 99-02552 Y

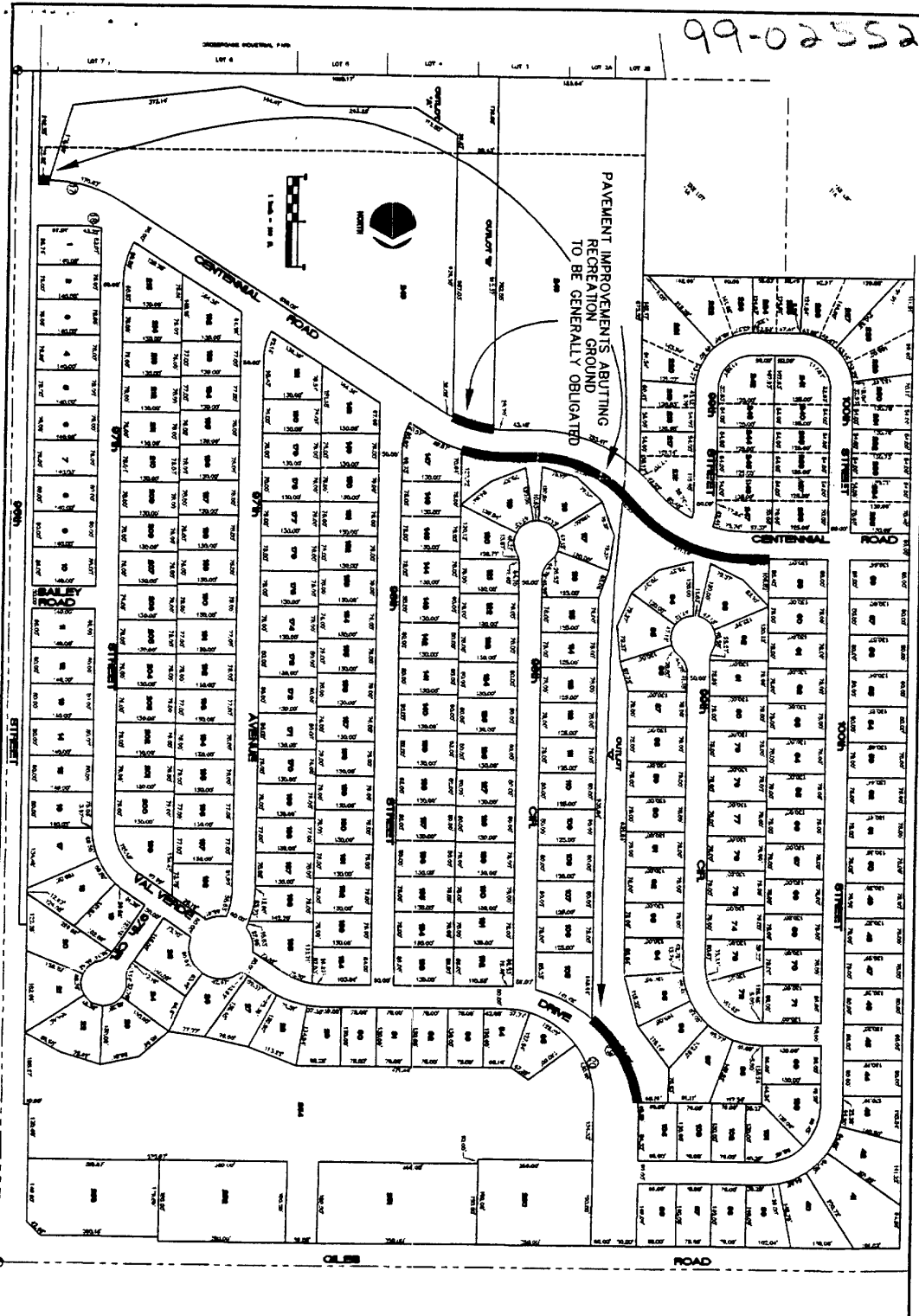
99-02552 2



REFERENCE EXHIBIT D1-PAGE 2 FOR PAVEMENT G.O. ADJACENT TO RECREATION PROPERTY

	<p>Hill-Farrell Associates, Inc. Engineers, Land Surveyors, Land Planners 1000 Lincoln St., Bellevue, NE 68005 402-621-4100</p>	<p>VAL VERDE SANITARY SEWER IMPROVEMENT DISTRICT NO. LA VISTA, KANSAS EXHIBIT D1 - PAGE 1 PAYING GENERAL OBLIGATION</p>	<p>DATE: 10/15/99 DRAWN BY: JLD CHECKED BY: JLD APPROVED BY: JLD</p>
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99-02552 Aa



PAYEMENT IMPROVEMENTS ABUTTING RECREATION GROUND TO BE GENERALLY OBLIGATED

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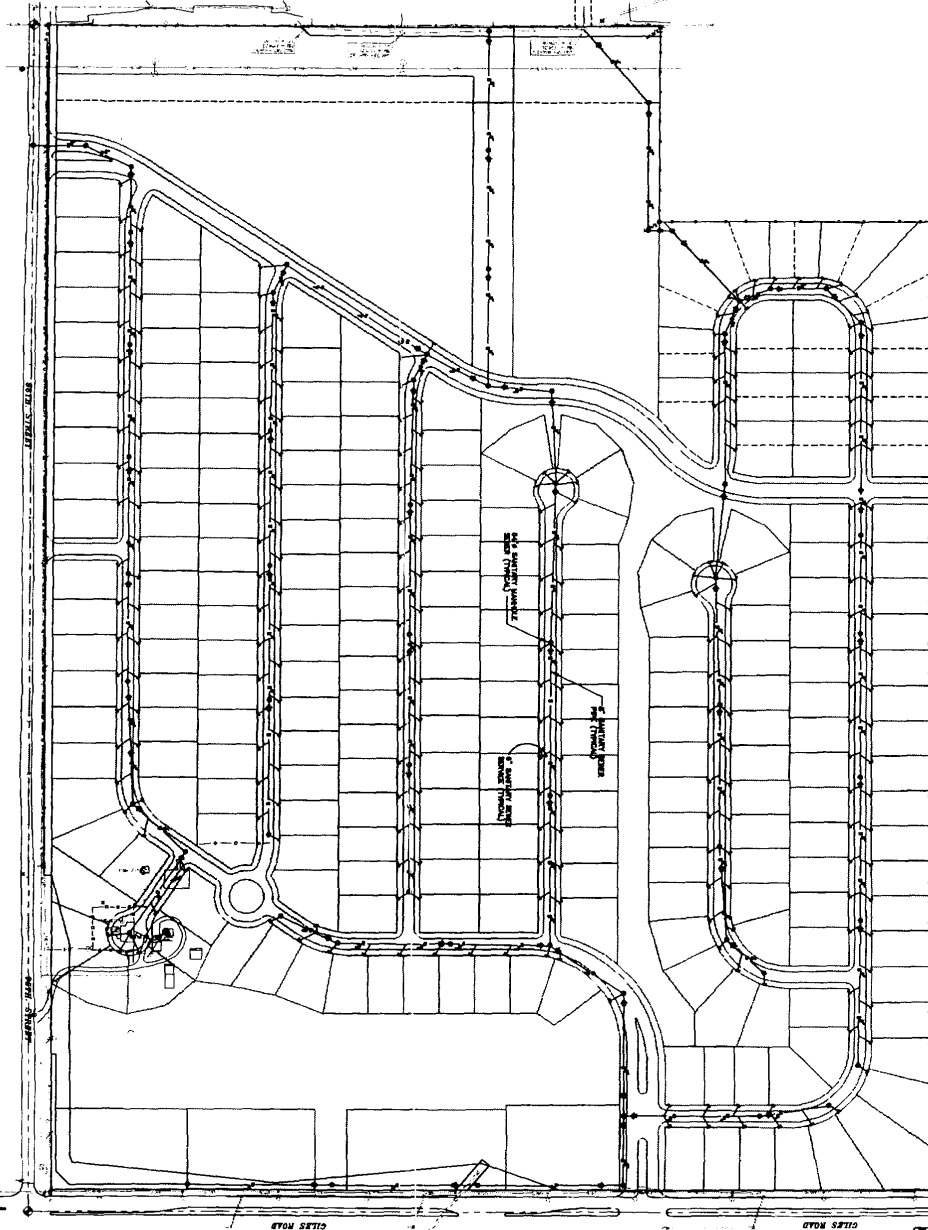


Hill-Farrell Associates, Inc.
Engineers, Land Surveyors, Land Planners
1000 Lincoln St., Bellevue, NE 68002 402-621-6100

VAL VERDE - LA VISTA, NE
SANITARY & IMPROVEMENT DISTRICT NO. 198
EXHIBIT D-1 PAGE 2
PAYEMENT IMPROVEMENT ABUTTING RECREATION GROUND

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99-02552 Ab



PROJECT NO.
 SHEET NO. 21



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1000 Lincoln Rd., Bellevue, NE 68005 402-891-6160

VAL VERDE
 SANITARY SEWER IMPROVEMENT DISTRICT NO.
 LA VISTA, NEBRASKA

EXHIBIT 'E' - SANITARY SEWER

DATE: 10/1/99
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 APPROVED BY: J. H. HARRIS

99-02552A

TYPICAL STREET INTERSECTION

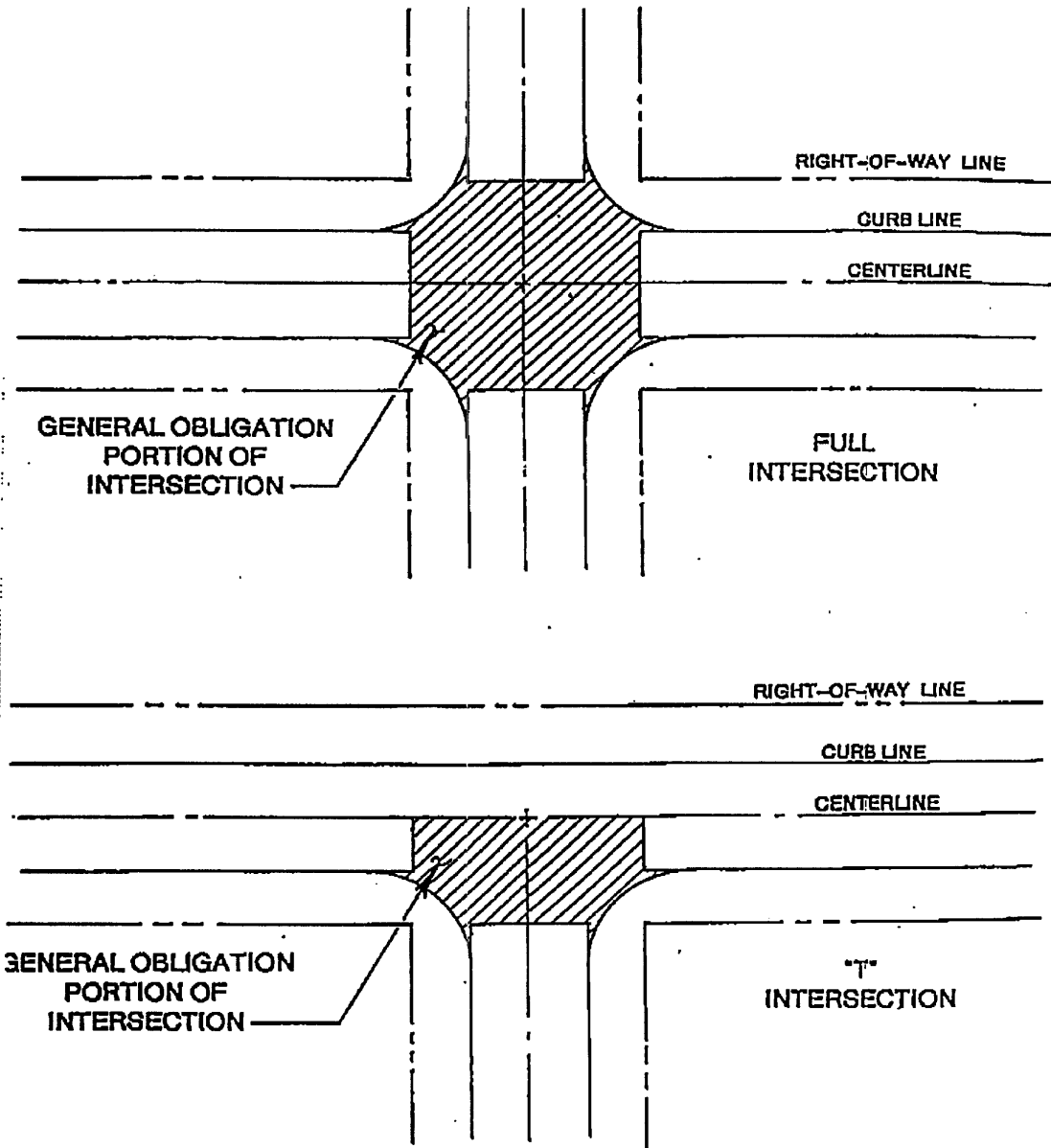
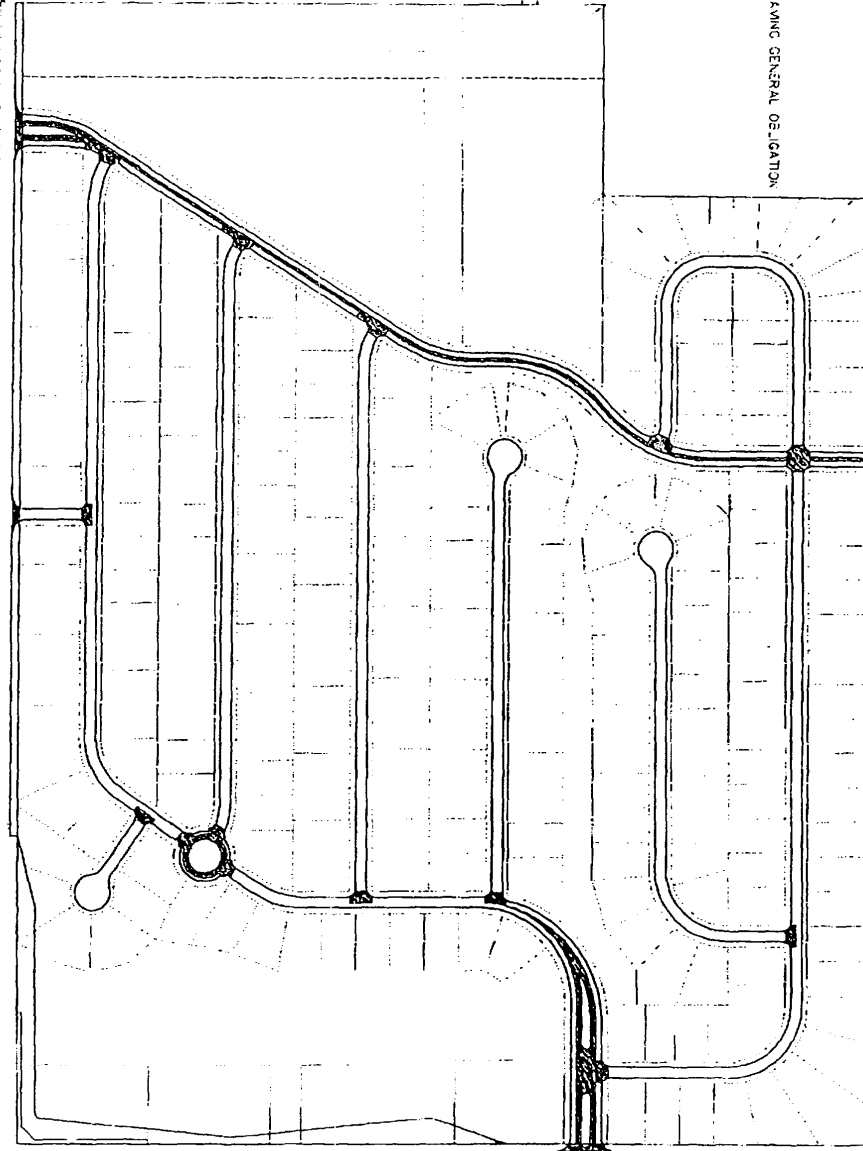


EXHIBIT F

99-02552 Ad

PAVING GENERAL OBLIGATION



DATE: 12/30/98

PROJECT NO: 99-02552



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1006 Junction Rd., Bellevue, NE 68005 402-291-6100

VAL VERDE
 SANITARY SEWER IMPROVEMENT DISTRICT NO.
 LA VISTA, NEBRASKA

EXHIBIT 'F' - PAVING GENERAL OBLIGATION

DATE: 12/30/98
 PROJECT NO: 99-02552
 SHEET NO: 10

HILL-FARRELL ASSOCIATES, INC. 12/30/98 04:59P

99-02552Ae

EXHIBIT "G"

VAL VERDE
S.I.D. NO. 198
SARPY COUNTY, NEBRASKA

BUILDABLE LOTS

LOTS 1 THRU 254 (INCLUSIVE)



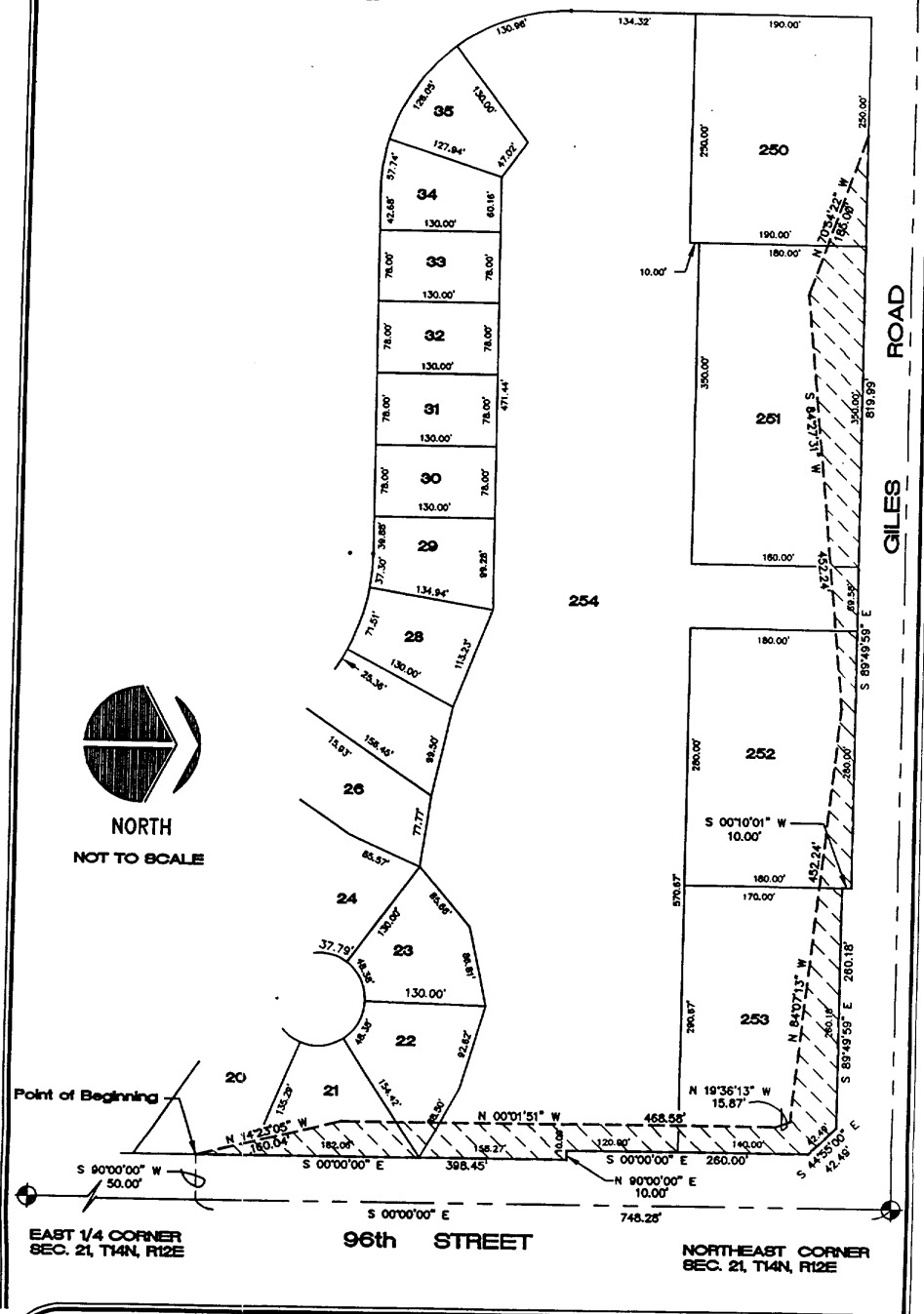
Hill-Farrell Associates, Inc.
1008 Lincoln Road
Bellevue, NE 68005
(402) 291-6100

99-02552AF

VAL VERDE RIGHT-OF-WAY ACQUISITION

LEGAL DESCRIPTION: SEE ATTACHED

VAL VERDE DRIVE



Point of Beginning

EAST 1/4 CORNER SEC. 21, T14N, R12E

96th STREET

NORTHEAST CORNER SEC. 21, T14N, R12E

EXHIBIT H-1

DESIGNED	DRAWN: GSJ	CHECKED:	DATE 12-15-98	PROJECT NO. VALVERDE	SHEET NO.
Hill-Farrell Associates, Inc. Engineers, Land Surveyors, Land Planners 1006 Lincoln Rd., Bellevue, NE 68005 402-291-6100					1 OF 1

99-02552Ag

LEGAL DESCRIPTION-RIGHT OF WAY ACQUISITION

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE S 00°00'00" E (ASSUMED BEARING) 748.28 FEET ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER AND ALONG THE CENTERLINE OF 96TH STREET; THENCE S 90°00'00" W 50.00 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF SAID 96TH STREET, TO THE POINT OF BEGINNING; THENCE ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF 96TH STREET AND ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF GILES ROAD THE FOLLOWING SIX (6) COURSES; (1) N 14°23'05" W 160.04 FEET; (2) THENCE N 00°01'51" W 468.58 FEET; (3) THENCE N 19°36'13" W 15.87 FEET; (4) THENCE N 84°07'13" W 452.24 FEET; THENCE S 84°27'31" W 452.24 FEET; (6) THENCE N 70°54'22" W 185.00 FEET TO THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF GILES ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF GILES ROAD THE FOLLOWING FOUR (4) COURSES; (1) S 89°49'59" E 819.99 FEET; (2) S 00°10'01" W 10.00 FEET; (3) THENCE S 89°49'59" E 260.18 FEET; (4) THENCE S 44°55'00" E 42.49 FEET; THENCE ALONG THE PROPOSED WEST RIGHT-OF-WAY LINE OF 96TH STREET THENCE FOLLOWING THREE (3) COURSES; (1) S 00°00'00" E 260.00 FEET; (2) THENCE N 90°00'00" E 10.00 FEET; (3) THENCE S 00°00'00" E 398.45 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 57,759.80 SQUARE FEET, MORE OR LESS.



Hill-Farrell Associates, Inc.

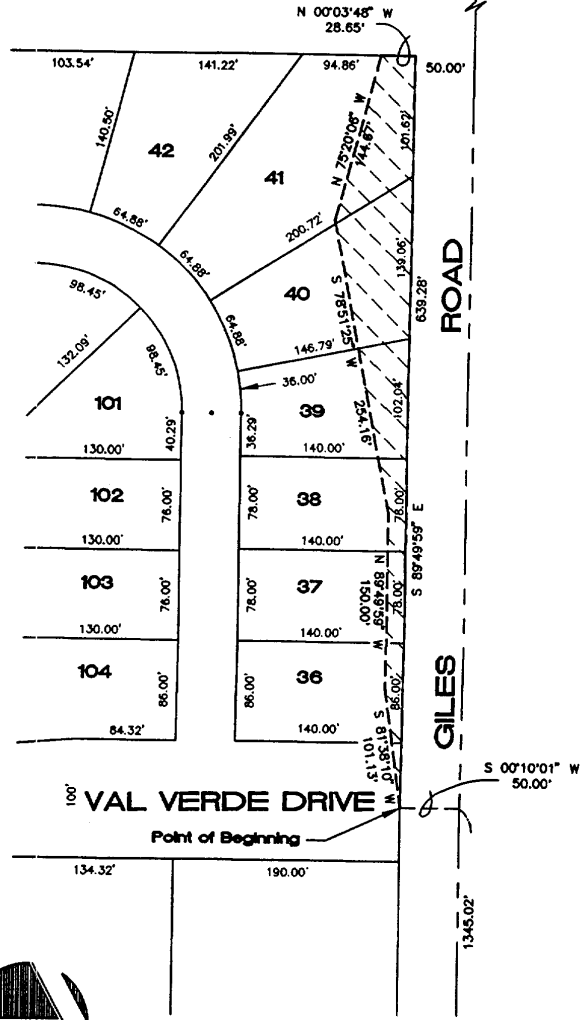
Engineers, Land Surveyors, Land Planners

1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

VAL VERDE RIGHT-OF-WAY ACQUISITION

LEGAL DESCRIPTION: SEE ATTACHED

99-02552A h



1 inch = 100 ft.

NORTHEAST CORNER
SEC. 21, T14N, R12E

EXHIBIT H-2

DESIGNED:	DRAWN GSJ	CHECKED:	DATE 12-15-98	PROJECT NO. VALVERDE	SHEET NO.
 Hill-Farrell Associates, Inc. Engineers, Land Surveyors, Land Planners					1 OF 1

99-02552A1

LEGAL DESCRIPTION-RIGHT OF WAY ACQUISITION

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE N 89°49'59" W (ASSUMED BEARING) 1345.02 FEET ALONG THE NORTH LINE OF SAID NORTH-EAST ONE-QUARTER AND ALONG THE CENTERLINE OF GILES ROAD; THENCE S 00°10'01" W 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GILES ROAD AND TO THE POINT OF BEGINNING; THENCE ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF GILES ROAD THE FOLLOWING FOUR (4) COURSES; (1) S 81°38'10" W 101.13 FEET; (2) THENCE N 89°49'59" W 150.00 FEET; (3) THENCE S 78°51'25" W 254.16 FEET; (4) THENCE N 75°20'06" W 144.67 FEET; THENCE N 00°03'48" W 28.65 FEET TO THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF GILES ROAD; THENCE S 89°49'59" E 639.28 FEET ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 19,492.78 SQUARE FEET, MORE OR LESS.



Hill-Farrell Associates, Inc.

Engineers, Land Surveyors, Land Planners

1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100