

2016-24734

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Clay J. Dowling

REGISTER OF DEEDS



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**PINK INDUSTRIAL PARK 2
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (hereinafter referred to as "Agreement") made this 6th day of September, 2016, by and between PINK FAMILY INVESTMENTS, LLC, a Nebraska limited liability company (hereinafter referred to as "DEVELOPER"), the CITY OF PAPILLION, a municipal corporation (hereinafter referred to as "CITY"), and SANITARY AND IMPROVEMENT DISTRICT NO 217 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "DISTRICT")

RECITALS:

DEVELOPER is the owner of the parcel of land which is described in the Final Plat Legal Description, attached as Exhibit "A", depicted in the previously recorded Final Plat, attached as Exhibit "B", and labeled as "Phase 1" in the Preliminary Plat approved by City Council on April 3, 2007 (the "Preliminary Plat"), attached as Exhibit "C", which area to be developed (the "Development Area") is within CITY's zoning and platting jurisdiction; and

DEVELOPER is also the owner of the parcel of land labeled as "Phase 2" in the Preliminary Plat ("Phase 2"), attached as Exhibit "C", and further described in the Phase 2 Legal Description, attached as Exhibit "D", which area is contemplated to be developed by DEVELOPER, or its successors or assigns, as applicable, in the future, and

DEVELOPER, CITY, and DISTRICT entered into a subdivision agreement with respect to the Development Area and Phase 2 on September 8, 2007 (the "2007 Agreement") Because of CITY's July 2015 Annexation, the land area that was previously within the boundaries of DISTRICT is now within CITY's city limits (although DISTRICT has not yet formally merged due to litigation regarding said Annexation pending at the time of execution of this Agreement) Given this change in circumstances, and DEVELOPER's current desire to install the Public Improvements within the Development Area privately, this Agreement is intended to terminate and supersede the 2007 Agreement and memorialize the Parties' current agreements and understandings with respect to DEVELOPER's obligations, or its successors' or assigns' obligations, as applicable, regarding the development of the Development Area and Phase 2 Developer's obligations, or its successors' or assigns' obligations, as applicable, regarding the development of Phase 2 will be provided in greater detail in either a subsequent amendment to this Agreement or in a separate subdivision agreement at the time of final platting of Phase 2, and

DEVELOPER desires to provide for the construction, installation, and location of certain improvements within the Development Area now, and Phase 2 in the future, and

DEVELOPER and CITY desire to agree on the method of installation and the allocation of expenses for the Public Improvements in the Development Area, and

CITY and DEVELOPER desire to set forth in this Agreement their respective understandings and agreements regarding the development of the Development Area and Phase 2

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings

- A **“Cost(s)”** or **“Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DEVELOPER in connection with said Private Improvements or Public Improvements
- B **“Dedicated Street(s)”** shall mean those areas, including curbing and turn lanes, to be constructed, modified, or improved within that portion of the Development Area designated as 124th Street and Valley Ridge Drive in Exhibit “B”, including the 124th Street and Valley Ridge Drive Intersection, any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area, any other areas to be dedicated as right-of-way pursuant to any future final plat of Phase 2, and any abutting right(s)-of-way
- C **“Development Area”** shall mean the real property situated within the area identified or depicted in Exhibit “A”, all corresponding Dedicated Streets, and the emergency access contemplated in Section 6(O)
- D **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land that was prepared for filing and recorded on December 14, 2007, attached as Exhibit “B”
- E **“Frontage”** shall mean the entire length a Development Area, Phase 2, or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection
- F **“Party”**, when capitalized, shall mean CITY or DEVELOPER, individually, **“Parties”**, when capitalized, shall mean CITY and DEVELOPER, collectively, and **“Original**

Parties” when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively

- G **“Private Improvement(s)”** shall mean those improvements or betterments required by or otherwise undertaken by DEVELOPER, or its successors or assigns, as applicable, pursuant to this Agreement on, to, or otherwise benefiting the Development Area or Phase 2 other than those improvements identified as Public Improvements in Section 1(I)
- H **“Proportional Cost Sharing”** or **“Proportional Cost Share”** shall mean that the responsibility for the Entire Cost of a particular public street, intersection, sidewalk, or other applicable Public Improvement(s) relating to Phase 2, as specifically identified in this Agreement, an amendment to this Agreement or a separate subdivision agreement regarding Phase 2, as applicable, less any amount contractually assumed by a local governmental entity, shall, by default, be divided among all fronting developments proportional to said developments’ Frontage to said public street or intersection. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, or other applicable Public Improvements
- I **“Public Improvement(s)”** shall mean
- (1) All installations, modifications, or improvements of Dedicated Streets
 - (2) All concrete sidewalks to be constructed, installed, or improved along any Dedicated Streets, and lying within the boundaries of any Dedicated Street right-of-way, as contemplated in this Agreement or identified in Exhibit “E”
 - (3) All Dedicated Street signage, traffic control signage, and traffic signal improvements required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices” but only if first approved in writing by CITY’s Public Works Department and only if located at a Dedicated Street intersection or related to the Development Area or Phase 2
 - (4) All “Sanitary and Wastewater Sewers” to be constructed and installed within the boundaries of the Development Area, Phase 2, or other areas specifically approved by Sarpy County and CITY. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown in Exhibit “F”
 - (5) The “Water Distribution System” to be constructed by Metropolitan Utilities District and installed within the boundaries of the Development Area, Phase 2, or other areas specifically approved by CITY
 - (6) All “Storm Sewers” and “Erosion Control Measures” to be constructed within the boundaries of the Development Area, Phase 2, or within other

areas specifically approved by CITY and prepared by DEVELOPER’s engineer, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances, as shown in Exhibit “G”

- (7) The “Gas Distribution System” to be constructed and installed by Black Hills Energy within any boundaries of the Development Area, Phase 2, or within other areas specifically approved by CITY
- (8) The “Lighting System” for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of the Development Area, Phase 2, or within other areas specifically approved by CITY, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY
- (9) The “Electrical Power Service” to be constructed and installed by the Omaha Public Power District within the boundaries of the Development Area, Phase 2, or within other areas specifically approved by CITY The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area or Phase 2

J **“Sanitary and Wastewater Sewer System”** shall mean, collectively, all sanitary and wastewater sewer system components within the Development Area or Phase 2 including, but not limited to, all such components listed under Section 1(I)(4)

K **“Storm Sewer System”** shall mean, collectively, all storm sewer system components within the Development Area or Phase 2 including, but not limited to, all such components listed under Section 1(I)(6)

SECTION 2

TERMINATION OF THE 2007 SUBDIVISION AGREEMENT

- A. Termination The Original Parties agree that the 2007 Subdivision Agreement is hereby mutually terminated, rescinded, and rendered null and void, and is replaced and superseded by this Agreement, effective immediately upon the complete execution of this Agreement
- B. Release and Waiver The Original Parties release and forever discharge any and all liabilities that have arisen or may arise from the 2007 Subdivision Agreement, and the Original Parties waive any and all claims which have arisen or may arise from the 2007 Subdivision Agreement prior to the effective date of this Agreement

SECTION 3

STANDARDS, AUTHORITY, AND DOCUMENTATION

- A Standards for Private Improvements and Public Improvements DEVELOPER, its successors, and assigns shall cause all Private Improvements and Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement
- B Adherence and Construction Contracts DEVELOPER shall abide by, and incorporate into all of its construction contracts for the Private Improvements and the Public Improvements, the provisions required by the regulations of CITY pertaining to construction of the Private Improvements and the Public Improvements in developments/subdivisions and testing procedures therefore
- C Sanitary and Wastewater Sewer System and Water Distribution System The Parties acknowledge that, at the time of this Agreement’s execution, the Development Area will be within the Sarpy County service area for the Sanitary and Wastewater Sewer System and within the Metropolitan Utilities District service area for the Water Distribution System DEVELOPER shall be responsible for entering into any agreements required by those entities or their successors for such services, making payment for any applicable connection fees or service charges, and completing any improvements required for such services
- D Storm Sewer System The Parties acknowledge that the Development Area is within CITY’s service area for the Storm Sewer System, however, DEVELOPER, or a property owners association if approved by CITY, shall be responsible for maintaining those portions of the Storm Sewer System within the Development Area that are not within the public rights-of-way or within any perpetual drainage easements dedicated to CITY for roadway improvements or for the drainage and conveyance of stormwater and other runoff
- E Before Commencing Work on Public Improvements Before commencing any work in connection with any specific individual Public Improvement, excluding the Water Distribution System, DEVELOPER shall first:
 - (1) Deliver to the Papillion City Clerk duly executed copies of an Agreement for Sanitary and Wastewater Sewer Connection and Service between DEVELOPER and Sarpy County for the Development Area,
 - (2) Deliver to the Papillion City Clerk documentation of Metropolitan Utilities District’s approval for water connection for the Development Area,
 - (3) Make payment for all applicable fees due to CITY, Sarpy County, and Metropolitan Utilities District in relation to said construction and installation of the respective Public Improvement and provide proof of payment to the Papillion City Clerk,

- (4) Obtain approval from CITY for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of the applicable Public Improvement(s) prior to DEVELOPER's execution of any such agreement(s) or plan(s) Once DEVELOPER obtains approval from CITY, DEVELOPER shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said Public Improvement(s) Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for the Public Improvement(s) Any such agreement(s) or plan(s) shall include details describing the manner and means of any additional connections required by or for the Sanitary and Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's engineer,
- (5) Obtain and file of record any permanent easements required by Sarpy County or CITY, as applicable, for the applicable Public Improvement Public Improvements which may invoke this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer Said easements shall be prepared and filed in a form satisfactory to CITY,
- (6) Obtain, and show proof of, general liability insurance and performance bonds equivalent to the total construction costs for all Public Improvements within the Development Area
- (7) Obtain approval from CITY for the construction and installation of the applicable Public Improvement, and obtain all necessary agreements, permits, and approvals pursuant to Section 3(H) prior to the construction of the applicable Public Improvement,
- F No Recourse Against CITY Any contracts entered into by DEVELOPER for the construction or installation of the Public Improvements shall provide that the contractor or subcontractor constructing or installing the Public Improvements shall have no recourse against CITY for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for the Public Improvements, construction oversight of the Public Improvements, the design or preparation of plans and specifications for the Public Improvements, or the construction of the Public Improvements
- G No Credit of CITY The Entire Cost of all Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER The credit of CITY shall not be used for engineering, procurement, or construction of any betterments or the Public Improvements, or any other Costs related to the installation and construction of the Public Improvements within the Development Area

H All Necessary Agreements, Permits, and Approvals Prior to commencing any work within any public right(s)-of-way, DEVELOPER shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER shall provide said copies to CITY in a timely manner

SECTION 4

REPRESENTATIONS AND ACKNOWLEDGEMENTS

A DEVELOPER Representations and Acknowledgments DEVELOPER represents and warrants to CITY as follows

- (1) DEVELOPER is established under the laws of the State of Nebraska DEVELOPER is duly authorized to transact business under the laws of the State of Nebraska
- (2) DEVELOPER is the owner of record of the Development Area and Phase 2 and possesses the rights and authority necessary to make decisions affecting the Development Area and Phase 2
- (3) DEVELOPER has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto
- (4) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms
- (5) DEVELOPER shall cause all Private Improvements and Public Improvements to be constructed and installed in accordance with the applicable terms and conditions of this Agreement and the City of Papillion Code
- (6) DEVELOPER agrees to reasonably cooperate with Sarpy County and CITY, as applicable, for the timely and orderly installation of the Public Improvements within the Development Area following the execution of this Agreement and submittal of required documents
- (7) DEVELOPER shall comply with the terms of this Agreement and the provisions of any agreement submitted to CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval from CITY

- (8) DEVELOPER shall defend, indemnify, and hold CITY harmless from and against any responsibility, claim, damage, loss, liability, or obligation resulting or arising from, out of, or otherwise occurring in connection with this Agreement and the construction, financing, and installation of the Private Improvements and the Public Improvements, except to the extent the same is caused by the act, error, or omission of CITY, including gross negligence
- (9) DEVELOPER has not employed or retained any company or person, other than a bona fide employee or contracted consultant of DEVELOPER, to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee or contracted consultant working for DEVELOPER any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
- (10) DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Public Improvements
- (11) DEVELOPER shall ensure that all documents, contracts, and instruments submitted to CITY now, at any time in the future, or otherwise entered into by or on behalf of DEVELOPER, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms
- (12) DEVELOPER, or its successors or assigns, as applicable, shall cause all personal property and real estate taxes and assessments levied on the Development Area or Phase 2 to be paid prior to Final Plat approval of Phase 2 by CITY

B CITY Representations and Acknowledgments CITY represents and warrants to DEVELOPER as follows

- (1) CITY agrees to reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents
- (2) Neither CITY nor any of its officers, agents, or employees
 - 1 Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of DEVELOPER in furtherance of this Agreement,
 - 11 Owes any duty to DEVELOPER or any other person because of any action CITY or DEVELOPER has undertaken, or in the future will undertake in furtherance of this Agreement, including any CITY inspection or CITY approval of any matter related to the same, and

- 111 Shall be liable to any person as a result of any act undertaken by CITY or DEVELOPER to date, or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against CITY, its officers, agents, or employees

SECTION 5

APPORTIONMENT OF COSTS

- A Apportionment of Costs DEVELOPER, or its successors or assigns, as applicable, shall be solely responsible for privately financing the Entire Cost of all Private Improvements and all Public Improvements within the Development Area, or other applicable Public Improvements in Phase 2 as soon as a Final Plat has been filed, as contemplated herein

SECTION 6

OTHER OBLIGATIONS

- A Impact on Property Beyond the Development Area DEVELOPER shall undertake such acts, responsibilities, and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, attributable to, or related to construction and installation of the Private Improvements and the Public Improvements
- B Review Fee DEVELOPER shall pay to CITY a fee of one percent (1%) of the construction cost of Public Improvements to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications in connection with the construction projects performed by DEVELOPER Fee shall be paid prior to the issuance of any building permit
- C Arterial Street Improvement Program (ASIP) Fee All new building permits for structures on individual lots shall be subject to the Arterial Street Improvement Program (ASIP) Fee, as established in the Papillion Master Fee Schedule for “New Civic, Office, and Commercial Construction Per Development Acre”, at the time of the respective building permit application
- D Water Connection Fees DEVELOPER, or its successors or assigns, as applicable, shall remit Water Connection Fees to Metropolitan Utilities District prior to the issuance of any building permit on individual lots from CITY The amount of the Water Connection Fees shall be calculated based on the rates established by Metropolitan Utilities District As part of the building permit application to CITY, DEVELOPER, or

its successors or assigns, as applicable, shall provide written documentation from Metropolitan Utilities District that such fees have been remitted

- E. Sarpy County Sanitary and Wastewater Sewer Fees DEVELOPER, or its successors or assigns, as applicable, shall remit Sanitary and Wastewater Sewer Fees to Sarpy County for the Development Area or Phase 2, as applicable, prior to the issuance of any building permit from CITY for any structure or building on an individual lot within the Development Area or Phase 2, as applicable. The amount of the Sanitary and Wastewater Sewer Fees shall be calculated based on the rates established by Sarpy County. As part of the building permit application to CITY for any individual lot, DEVELOPER, or its successors or assigns, as applicable, shall provide written documentation from Sarpy County that such fees have been remitted.

- F. Post-Construction Stormwater Management DEVELOPER, its successors, or assigns shall be responsible for detention facility construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. CITY shall not have any responsibility for maintenance or repair of any such facility located within, or related to, the Development Area.

- G. Responsibilities for Improvements to Dedicated Streets and Intersections DEVELOPER shall be responsible for the following
 - (1) 124th Street DEVELOPER shall be responsible for one hundred percent (100%) of the Entire Cost of all modifications or improvements to 124th Street within the 124th Street right-of-way located within the Development Area. Additionally, DEVELOPER shall construct or install the modifications or improvements to 124th Street in accordance with the terms of this Agreement and any additional standards required by CITY at the time of such modifications or improvements.

 - (2) Valley Ridge Drive DEVELOPER shall be responsible for one hundred percent (100%) of the Entire Cost of all modifications or improvements to Valley Ridge Drive within the Valley Ridge Drive right-of-way located within Phase 1 of the Development Area. Additionally, DEVELOPER shall construct or install the modifications or improvements to V in accordance with the terms of this Agreement and any additional standards required by CITY at the time of such modifications or improvements.

 - (3) 124th Street and Valley Ridge Drive Intersection DEVELOPER shall be responsible for one hundred percent (100%) of the Entire Cost of all modifications or improvements to the 124th Street and Valley Ridge Drive Intersection located within the Development Area. Additionally, DEVELOPER shall construct or install the modifications or improvements to the 124th Street and Valley Ridge Drive Intersection in accordance with the terms of this Agreement and any additional standards required by CITY at the time of such modifications or improvements.

(4) Upon request by CITY, DEVELOPER, its successors, or assigns shall dedicate all right-of-way which CITY determines is necessary for the construction or installation of any modifications or improvements to 120th Street at no cost to CITY

H Timing of Improvements to Dedicated Streets and Intersections Within the Development Area, DEVELOPER shall cause the modification or improvement of 124th Street, Valley Ridge Drive, and the 124th Street and Valley Ridge Drive Intersection to be fully complete by no later than December 31, 2017 Acceptance of said improvements by the City Engineer shall constitute “fully complete”

I Sidewalks CITY and DEVELOPER acknowledge that the grading, construction, installation, and improvement of sidewalk(s) shall be the responsibility of the individual lot owner(s) at the time of building permit and not the responsibility of DEVELOPER Each lot owner shall be responsible only for those portions of sidewalk(s) that abut the Dedicated Street Frontage of said lot owner’s lot, as applicable

J No Septic Systems DEVELOPER acknowledges that no septic systems, or other onsite sewage systems, shall be allowed within the Development Area

K Commencement of Public Improvements. CITY agrees that DEVELOPER may commence the timely and orderly installation of the Public Improvements financed by DEVELOPER, following the execution of this Agreement, provided that DEVELOPER complies with all applicable obligation(s) for the specific Public Improvements as enumerated under Section 3(E) of this Agreement, entitled *Before Commencing Work on Public Improvements*

L Subsequent Replatting In the event DEVELOPER wishes to replat any portion of the Development Area, CITY’s approval of such replat(s) shall be contingent upon, but not limited to, DEVELOPER dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots All such easements must meet CITY’s approval prior to dedication

M Phase 2 Successors or Assigns The Parties acknowledge that DEVELOPER may, with approval of CITY, assign its obligations for Phase 2 to a subsequent successor, which may include, but not necessarily be limited to, another developer, a sanitary and improvement district, or both, as applicable

N Final Platting of Phase 2 In the event DEVELOPER, or any successor or assign, as applicable, wishes to final plat any portion of the Phase 2, CITY’s approval of such final plat shall be contingent upon, but not be limited to, DEVELOPER, or its successors or assigns, as applicable, adhering to DEVELOPER’s obligations set out herein with respect to Phase 2 The Parties further acknowledge that CITY and DEVELOPER, or its successors or assigns if DEVELOPER does not own Phase 2 at the time of platting, shall agree on additional terms regarding DEVELOPER’s, or its successors’ or assigns’, as applicable, obligations with respect to the Development of Phase 2 because this Agreement, as executed on September 6, 2016, does not fully establish all obligations with respect to Phase 2 given that Phase 2 is not yet final

platted but is anticipated to be final platted at some time in the future. Such additional obligations shall be memorialized either as an amendment to this agreement or as a new subdivision agreement specific to Phase 2. This requirement is intended to ensure that the Development Area and Phase 2 are developed in a way that promotes safety, connectivity, and compatibility. The Phase 2 obligations are as follows:

(1) As a condition of approval of the final plat for Phase 2 DEVELOPER, its successors or assigns, may be required, upon request of CITY, to reimburse CITY for DEVELOPER's, successors', or assigns', Proportional Cost Share for the improvement of 120th Street.

(2) DEVELOPER, its successors, or assigns, shall, at the expense of DEVELOPER, its successors or assigns, provide for the installation and maintenance of a six foot high opaque fence ("Fence") along the southern boundary of the Phase 2 property for the entire length of the southern boundary that abuts the residential property to the south of the Phase 2 property at a place to be determined in consultation with the residential property owners to the south of the Phase 2 property for so long as the residential uses established on the property to the south of the Phase 2 property exist. The Fence shall be put in place after the approval of the final plat for Phase 2 but prior to the issuance of any building permit within Phase 2. DEVELOPER shall obtain CITY approval to locate the Fence as close as reasonably possible to the south property line of the Phase 2 property as it borders a residential use. The intent is to erect the Fence along the east 620 feet of the south property line as close to the south property line as possible so long as it does not destroy or unreasonably injure the existing trees or other vegetation along the Phase 2 property south boundary line adjacent to the existing residential property. The intention of erecting the Fence on or close to the south property line of Phase 2 is to allow greater screening for the residential property. The buffer requirement shall remain as provided in the Papillion Zoning Ordinance. One hundred percent (100%) of the entire cost of any required buffer, including the Fence along the southern edge of "Phase 2", shall be paid by DEVELOPER, its successors or assigns.

O Emergency Access DEVELOPER shall dedicate a temporary access easement to allow the south 1/2 of Valley Ridge Drive (as shown on Exhibit "C"), or such other location that the City Engineer determines to reasonably accommodate connection to 120th Street, to be extended from Phase I of the Pink Industrial Park 2 eastward to 120th Street. A draft of said temporary access easement shall be provided to CITY for review and approval prior to DEVELOPER recording said easement with the Sarpy County Register of Deeds. DEVELOPER shall be responsible for establishing a twelve (12) foot one way 'country lane' type road within said easement, which DEVELOPER shall grade and then stabilize with crushed rock and seed to reduce erosion, dust, and the invitation to use (the "Extended Valley Ridge Drive"). Until the approval of the final plat for Phase 2 and the improvement of Valley Ridge Drive within Phase 2 to provide a connection to 120th Street, access to the Extended Valley Ridge Drive shall be limited to police, fire, and other emergency vehicles. During

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this period, DEVELOPER shall install and maintain its costs, the following two locked gates to restrict vehicle traffic on Extended Valley Ridge Drive (1) at the east access point to Extended Valley Ridge Drive at 120th Street, and (2) at the west access point to Extended Valley Ridge Drive from Roberts Road The limited maintenance necessary for Extended Valley Ridge Drive (including, but not limited to, regular mowing and snow removal) shall be provided by DEVELOPER, its successors, and assigns The gates shall be locked at all times with keys provided to the Papillion Fire Department, the Papillion Police Department, and such other law enforcement and emergency agencies as may be warranted One hundred percent (100%) of the easement acquisition, improvement, and maintenance of Extended Valley Ridge Drive, including the gates, shall be paid by DEVELOPER Extended Valley Ridge Drive shall be established by DEVELOPER, as provided herein, prior to the issuance of any building permit for any premises constructed within the Development Area

- P. Easements DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement (1) dedicated by the Final Plat at the request of CITY or (2) otherwise contemplated herein which relates to the development of the Development Area Prior to recording, all such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements and shall be prepared in a form that must be approved by CITY prior to filing and recording Compliance with Statutes and Ordinances DEVELOPER shall comply with all state statutes and CITY ordinances DEVELOPER shall further adopt such regulations so as to require strict compliance with all state statutes and CITY ordinances by the owner, agent, occupant, or any person acquiring possession, charge, or control of any lot or ground within the Development Area, or any part of any lot within the Development Area

- Q. Fire Hydrants. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the City of Papillion Code, fire hydrants for the protection of the Development Area shall be provided by DEVELOPER The type of hydrant and control valves and the location of the hydrants must be approved by the applicable Fire Chief

- R. Civil Defense Siren There shall be installed in the Development Area, or be available, sufficient civil defense siren coverage prior to the issuance of any Certificate of Occupancy for any structure or building in said Development Area The number, type, and specifications of the corresponding civil defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency The civil defense siren coverage must be capable of sounding the severe weather and attack warning The Cost for any new civil defense sirens required to serve the Development Area shall be paid by DEVELOPER, its successors, and assigns If existing coverage is available, DEVELOPER, its successors, and assigns, shall pay its pro-rata share of siren Cost based on the areas of coverage as determined by City Engineer

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- S Construction Obligations Upon the execution of this Agreement, DEVELOPER is obligated to construct all Public Improvements according to the terms and conditions contemplated herein, however, this Agreement shall not in any way be construed to create any obligation on the part of DEVELOPER to develop the Development Area or construct any of the Public Improvements or Private Improvements in the event the plans envisioned by DEVELOPER are not carried out and the approvals obtained from CITY are withdrawn or terminated
- T Right-of-Way Grading All rights-of-way for Dedicated Streets and related sidewalks shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way
- U ADA Ramp Curb Drops DEVELOPER shall be responsible for providing curb drops for ADA ramps at all intersections with sidewalks that abut the Development Area as part of the final construction drawings
- V Building Permits Building permits shall not be issued for any building, or any other Private Improvement, within the Development Area until the installation of all Public Improvements, excluding the Gas Distribution System and Electrical Power Service System, is complete

SECTION 7

OUTLOTS IN PRIVATE OWNERSHIP

Maintenance of and Transfer of Title to Outlots DEVELOPER shall be responsible for maintaining any future outlots within the Development Area and Phase 2 when platted or, alternatively, DEVELOPER shall transfer ownership of said outlot(s) to a business association for maintenance CITY shall not have any outlot maintenance responsibilities DEVELOPER shall not construct any building(s) on said Outlot(s) and agrees that, at least sixty (60) days prior to closing on the sale, donation, or other transfer of any outlot to any entity other than a business association for maintenance formed for the Development Area, it will provide CITY with notice of such intended transfer and a copy of the written notice DEVELOPER provided to the transferee stating that no buildings can or shall be constructed on said outlot DEVELOPER further agrees to pay all property taxes due for any outlot owned by DEVELOPER in a timely manner to prevent outlots from being offered at the Sarpy County tax sale

SECTION 8

MISCELLANEOUS

- A Incorporation of Recitals The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement

- B Agreement Binding The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall be recorded against all lots, or future lots, within the Development Area and within Phase 2 and shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A" and Exhibit "D" Every time the phrases "successors or assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise
- C Termination of Agreement This Agreement shall not be terminated except by (1) written agreement between DEVELOPER and CITY, (2) written notice by DEVELOPER to CITY, prior to the commencement of the construction of the Public Improvements, that the economy substantially impairs the success of the development of the Development Area by DEVELOPER, or (3) written notice of termination by CITY for any material breach or default by DEVELOPER which remains uncured thirty (30) working days after notice to DEVELOPER specifying such breach or default ("Notice to Cure"), to be effective upon notice of termination If the type of breach previously mentioned is such that cure has been started and takes longer than 30 days to cure, then as long as CITY determines substantial progress is being made, the cure period may be extended another 30 days, or as otherwise agreed to by CITY and DEVELOPER, to allow any such progress to be completed No termination shall relieve DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination Notwithstanding the foregoing, CITY may terminate this Agreement immediately upon notice without allowing any right to cure upon the recurrence of any breach or default for which CITY has given a Notice to Cure in the preceding 180 days This provision shall survive the expiration or termination of this Agreement
- D Indemnity In addition to the indemnity obligations otherwise set forth in this Agreement (which obligations shall survive the expiration or termination of this Agreement), DEVELOPER agrees to defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, judgments, actions, loss, damage, or injury of any nature whatsoever resulting from any gross negligence or lack of performance by DEVELOPER or its employees, agents, contractors, subcontractors, or other representatives under this Agreement, including any failure to perform or properly perform as required by this Agreement, or any and all claims, judgments, actions, loss, damage, or injury of any nature whatsoever which may otherwise arise from, out of, or may be caused by its breach of or default in any warranty, representations, obligation, requirement, responsibility, or other provision of this Agreement or from any unlawful or improper discharge by DEVELOPER and its respective employees, agents, contractors, subcontractors, and assigns related to the Private Improvements and the Public Improvements into CITY's or Sarpy County's Sanitary and Wastewater Sewer System or Storm Sewer System during the term of this

Agreement Without limiting the generality of the foregoing, such indemnity shall include and extend to any injury, loss, or damage

- (1) To any agent, employee, or subcontractor of DEVELOPER or CITY occurring while they are on any premises owned, operated, or controlled by CITY for any reason except to the extent such injury is caused by the act, error, or omission, including gross negligence, of CITY,
- (2) To any person resulting or arising from or out of or otherwise occurring from either a construction contract entered into by DEVELOPER under the terms of this Agreement or DEVELOPER on behalf of CITY,
- (3) To any person resulting or arising from or out of or otherwise occurring from a breach of any contract, covenant, representation, or warranty made by DEVELOPER in this Agreement,
- (4) To CITY resulting or arising from or out of or otherwise occurring from this Agreement and the construction, financing, and installation of the Private Improvements or any Public Improvements, and
- (5) To any person resulting or arising from such person's use or occupancy of any part of the Development Area, including any Private Improvements or any Public Improvements, to the extent that such injury, loss, or damage is caused by the negligent act, error, or omission of DEVELOPER, lack of performance of the terms of this Agreement, or agreement entered into by DEVELOPER in furtherance of this Agreement

- E Assignment Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY's sole discretion
- F No Waiver of Regulations None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances
- G No Continuing Waivers A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure
- H Severability In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement
- I Governing Law The Parties shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and

regulations Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply

- J Forum Selection and Personal Jurisdiction Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska
- K Entire Agreement This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof
- L Modification by Agreement This Agreement may be modified or amended only by a written agreement executed by all Parties In the event a party to this Agreement or subsequent amendment(s) dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority, therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY
- M Notices, Consents, and Approvals Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows

For DEVELOPER

Pink Family Investments, LLC
4920 South 66th Plaza
Omaha, NE 68117

With Copy to

Croker, Huck, Kasher, DeWitt, Anderson &
Gonderinger, L L C
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

For CITY

City Clerk
City of Papillion
122 East Third Street
Papillion, NE 68046


Such addresses, names, or titles may be changed from time to time by written notice to all other Parties

- N Related Contract(s) Voidable No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement Any violation of this section with the knowledge of the person or corporation contracting with CITY shall render such contracts voidable by the Mayor or City Council
- O Non-Discrimination In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter
- P Headings The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section
- Q Approval of Phase 2 Final Plat DEVELOPER acknowledges that CITY's approval of the future Phase 2 Final Plat is specifically subject to and conditioned on DEVELOPER's execution and compliance with this Agreement

R

ATTEST

CITY OF PAPILLION, a municipal corporation of
the first class



City Clerk Elizabeth Butler

By 

Mayor David P Black

CITY SEAL



DEVELOPER

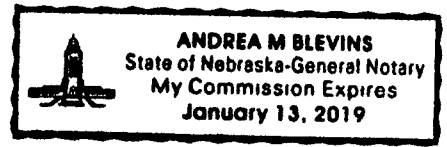
PINK FAMILY INVESTMENTS, LLC,
a Nebraska limited liability company,

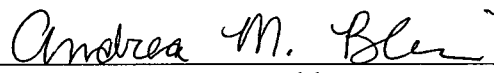
By 
GARY L. PINK, MANAGER

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came GARY L. PINK, MANAGER, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such corporation

Witness my hand and Notarial Seal this 21st day of September, 2016




Notary Public

T


SANITARY AND IMPROVEMENT DISTRICT
NO 217 OF SARPY COUNTY, NEBRASKA

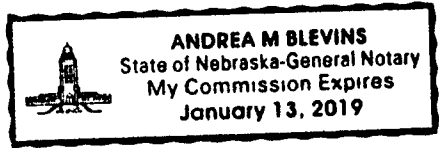
By 
GARY L. PINK, CHAIRMAN

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came GARY L PINK, CHAIRMAN of Sanitary and Improvement District No 217 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such District

Witness my hand and Notarial Seal this 21st day of September, 2016


Notary Public



**SUBDIVISION AGREEMENT
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

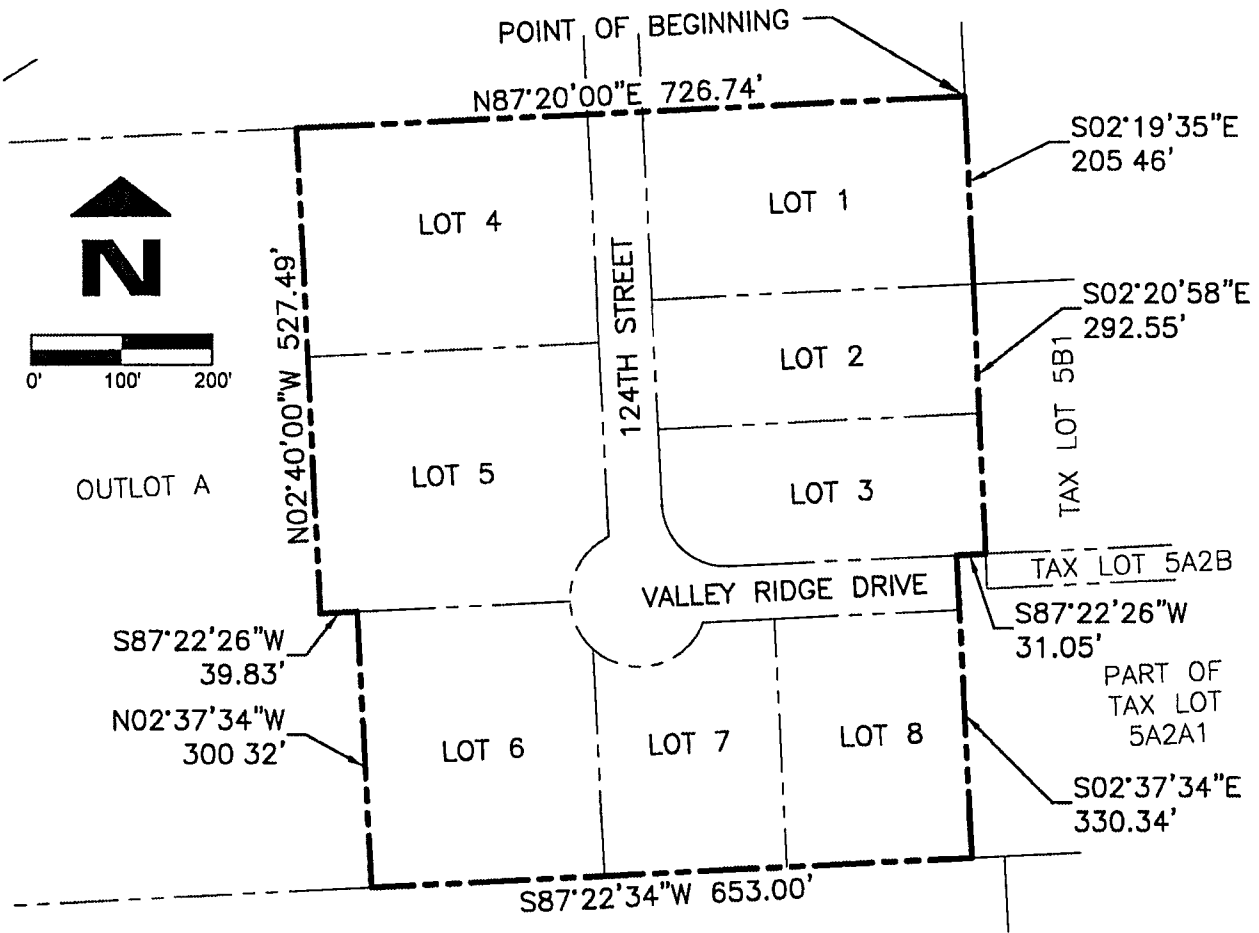
RECITALS

SECTIONS

- 1 Definitions
- 2 Termination of the 2007 Subdivision Agreement
- 3 Standards, Authority, and Documentation
- 4 Representations and Acknowledgements
- 5 Allocation of Funds
- 6 Other Obligations
- 7 Outlots in Private Ownership
- 8 Miscellaneous

EXHIBITS

- A Development Area Legal Description with Metes and Bounds
- B Final Plat filed and recorded on December 14, 2007
- C Preliminary Plat approved by City Council on April 3, 2007
- D Phase 2 Legal Description
- E Streets and Walks
- F Sanitary Sewer and Water Lines
- G Erosion Controls and Storm Sewers



LEGAL DESCRIPTION

LOTS 1 THROUGH 8, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH 124TH STREET AND VALLEY RIDGE DRIVE ADJOINING ALL MORE PARTICULARY DESCRIBED AS FOLLOWS BEGINNING AT THE NE CORNER OF SAID LOT 1, THENCE $S02^{\circ}19'35''E$ (ASSUMED BEARING) 205.46 FEET ON THE EAST LINE OF SAID LOT 1 TO THE SE CORNER OF SAID LOT 1, THENCE $S02^{\circ}20'58''E$ 292.55 FEET ON THE EAST LINE OF SAID LOTS 2 AND 3 TO THE SE CORNER OF SAID LOT 3; THENCE $S87^{\circ}22'26''W$ 31.05 FEET ON THE SOUTH LINE OF SAID LOT 3, THENCE $S02^{\circ}37'34''E$ 330.34 FEET ON THE EAST LINE OF SAID LOT 8 AND ITS NORTHERLY EXTENSION, THENCE $S87^{\circ}22'34''W$ 653.00 FEET ON THE SOUTH LINES OF SAID LOTS 6, 7 AND 8 TO THE SW CORNER OF SAID LOT 6, THENCE $N02^{\circ}37'34''W$ 300.32 FEET ON THE WEST LINE OF SAID LOT 6 TO THE NW CORNER OF SAID LOT 6, THENCE $S87^{\circ}22'26''W$ 39.83 FEET ON THE SOUTH LINE OF SAID LOT 5 TO THE SW CORNER OF SAID LOT 5, THENCE $N02^{\circ}40'00''W$ 527.49 FEET ON THE WEST LINE OF SAID LOTS 4 AND 5 TO THE NW CORNER OF SAID LOT 4, THENCE $N87^{\circ}20'00''E$ 726.74 FEET ON THE NORTH LINE OF SAID PINK INDUSTRIAL PARK 2 TO THE POINT OF BEGINNING.



Job Number 1042-121 EX
 thompson, dreessen & dorner, inc
 10836 Old Mill Rd
 Omaha, NE 68154
 p 402 330 8860 f 402 330 5866
 td2co.com

Date 08/30/2016
 Drawn By MRS
 Reviewed By DHN
 Revision Date

EXHIBIT "A"

Development Area
 Legal Description

Book
 Page

PINK INDUSTRIAL PARK 2

LOTS 1 THROUGH 8, AND OUTLOT A

A PLATING OF ALL OF TAX LOT 4A IN THE NW 1/4 OF THE SE 1/4 TOGETHER WITH ALL OF TAX LOT R2 IN THE NW 1/4 OF SAID SW 1/4 AND IN THE NW 1/4 OF THE SW 1/4 TOGETHER WITH PART OF TAX LOT S2A1 IN THE NORTH 1/2 OF SAID SE 1/4, ALL IN SECTION 19 T14N R12E OF THE 48 P.M., SARPY COUNTY, NEBRASKA

REVIEW BY THE SARPY COUNTY SURVEYOR'S OFFICE
I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT AS OF THIS 5 DAY OF DEC, 2007.



Richard J. Davis
SARPY COUNTY SURVEYOR

SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT AS OF THIS 5 DAY OF DEC, 2007.

Richard J. Davis
SARPY COUNTY TREASURER

TAXES ASSESSED AND LEVIED FOR THE CURRENT YEAR ARE FURTHER DUE HIGH AND IN ASSURE'S CERTIFICATION IS ONLY VALID UNTIL DECEMBER 30TH OF THIS YEAR.

APPROVAL BY PAPH LION CITY PLANNING COMMISSION
THIS PLAT OF PINK INDUSTRIAL PARK 2 WAS APPROVED AND ACCEPTED BY THE PAPH LION CITY PLANNING COMMISSION OF THE CITY OF PAPH LION NEBRASKA ON THIS 13 DAY OF DECEMBER, 2007.

James R. ...
CHAIRMAN

APPROVAL BY PAPH LION CITY COUNCIL

THIS PLAT OF PINK INDUSTRIAL PARK 2 WAS APPROVED AND ACCEPTED BY THE PAPH LION CITY COUNCIL OF THE CITY OF PAPH LION NEBRASKA ON THIS 13 DAY OF DECEMBER, 2007 IN ACCORDANCE WITH THE STATUTES OF NEBRASKA.

Quincy Thomas
CITY CLERK

APPROVAL BY PAPH LION CITY ENGINEER

THIS PLAT OF PINK INDUSTRIAL PARK 2 WAS APPROVED AND ACCEPTED BY THE PAPH LION CITY ENGINEER OF THE CITY OF PAPH LION NEBRASKA ON THIS 13 DAY OF DECEMBER, 2007.

John J. Allen
CITY ENGINEER

- NOTES:
1. DIMENSIONS IN PARENTHESIS PERTAIN TO EASEMENTS
2. MINIMUM SETBACK REQUIREMENTS:
FRONT YARD ... 15 FEET
REAR YARD ... 10 FEET
SIDE YARD ... 10 FEET
5 FEET SIDE YARD ... 15 FEET

ACCEPTANCE BY SARPY COUNTY REGISTER OF DEEDS

COUNTER _____ FILED FOR RECORD 11/14/07 AT 2:40
VENDOR _____ DEED _____ INSTRUMENT # 2007-3707
CHECK # _____
DATE _____
CHARGE _____ CASH _____

LYDIA J. DORNING
REGISTER OF DEEDS SARPY COUNTY NE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY WAS MADE UNDER MY DIRECT SUPERVISION FOR THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND THAT A 5/8" REBAR WITH A PLASTIC CAP STAMPED "T02 LS 475" WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS PINK INDUSTRIAL PARK 2 LOTS 1 THROUGH 8 AND OUTLOT A, BEING A PLATING OF ALL OF TAX LOT 4A IN THE NW 1/4 OF THE SE 1/4 TOGETHER WITH ALL OF TAX LOT R2 IN THE NW 1/4 OF SAID SE 1/4 AND IN THE NW 1/4 OF THE SW 1/4 TOGETHER WITH PART OF TAX LOT S2A1 IN THE NORTH 1/2 OF SAID SE 1/4, ALL IN SECTION 19 T14N R12E OF THE 48 P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 PINK INDUSTRIAL PARK REPLAT 1 A SUBDIVISION IN SAID SARPY COUNTY THENCE S07°19'35"E (ASSUMED BEARING) 205.48 FEET ON THE WEST LINE OF LOT 2 SAID PINK INDUSTRIAL PARK REPLAT 1 THENCE S07°20'58"E 792.55 FEET ON THE WEST LINE OF TAX LOT S81 IN SAID NORTH 1/2 TO THE SOUTHWEST CORNER HEREOF THENCE S07°22'30"W 11.05 FEET ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TAX LOT S81 THENCE S07°37'54"E 330.34 FEET TO THE SOUTH LINE OF SAID TAX LOT S2A1 THENCE S87°22'34"W 1393.79 FEET ON THE SOUTH LINES OF SAID AV LOT S2A2 AND R2 TO THE SOUTHWEST CORNER OF SAID TAX LOT R2 THENCE N33°44'26"E 143.68 FEET ON THE NORTHWEST LINE OF SAID TAX LOT R2 TO THE MOST SOUTHERLY CORNER OF SAID TAX LOT 4A THENCE N02°13'50"W 614.34 FEET ON THE WEST LINE OF SAID TAX LOT 4A THENCE N85°07'55"E 109.00 FEET ON THE NORTHWEST LINE OF SAID TAX LOT 4A TO THE SOUTHWEST CORNER OF LOT 2 PINK INDUSTRIAL PARK REPLAT 1 A SUBDIVISION IN SAID SARPY COUNTY THENCE N87°20'00"E 1164.59 FEET ON THE SOUTH LINE OF SAID PINK INDUSTRIAL PARK REPLAT 1 AND ON THE SOUTH LINE OF SAID PINK INDUSTRIAL PARK REPLAT 1 TO THE POINT OF BEGINNING

CONTAINING 25.12 ACRES MORE OR LESS



DAVID H. KEET
NEBRASKA R.L.S. 475

FEBRUARY 12, 2007
DATE
REVISION DATE, JUNE 25, 2007

DEDICATION

I KNOW ALL MEN BY THESE PRESENTS THAT WE, PINK FAMILY INVESTMENTS LLC BEING THE OWNERS AND ENTERPRISE BANK N.A. BEING THE MORTGAGE HOLDER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS AND AN OUTLOT TO BE MAILED, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS PINK INDUSTRIAL PARK 2 AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE 5 FEET AS SHOWN HEREON AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, WEST CORPORATION AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED THEIR SUCCESSORS AND ASSIGNS TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSSARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND HEREOF WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDING OF ALL KINDS AND THE RECEIPTION THEREOF INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEIPTION ON OVER THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES, PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND AQUILA, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING 124th STREET AND LUCY LANE, NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREOF DEDICATED.

PINK FAMILY INVESTMENTS LLC

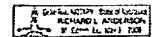
ENTERPRISE BANK, N.A.

BY *Jeff J. ...*
MANAGER

BY *Michelle V. ...*
TITLE VP

ACKNOWLEDGMENT OF NOTARY

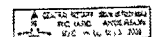
STATE OF NEBRASKA) SS
COUNTY OF Douglas)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF October, 2007 BY GARY L. PINK, MANAGER OF PINK FAMILY INVESTMENTS, LLC, ON BEHALF OF SAID COMPANY.



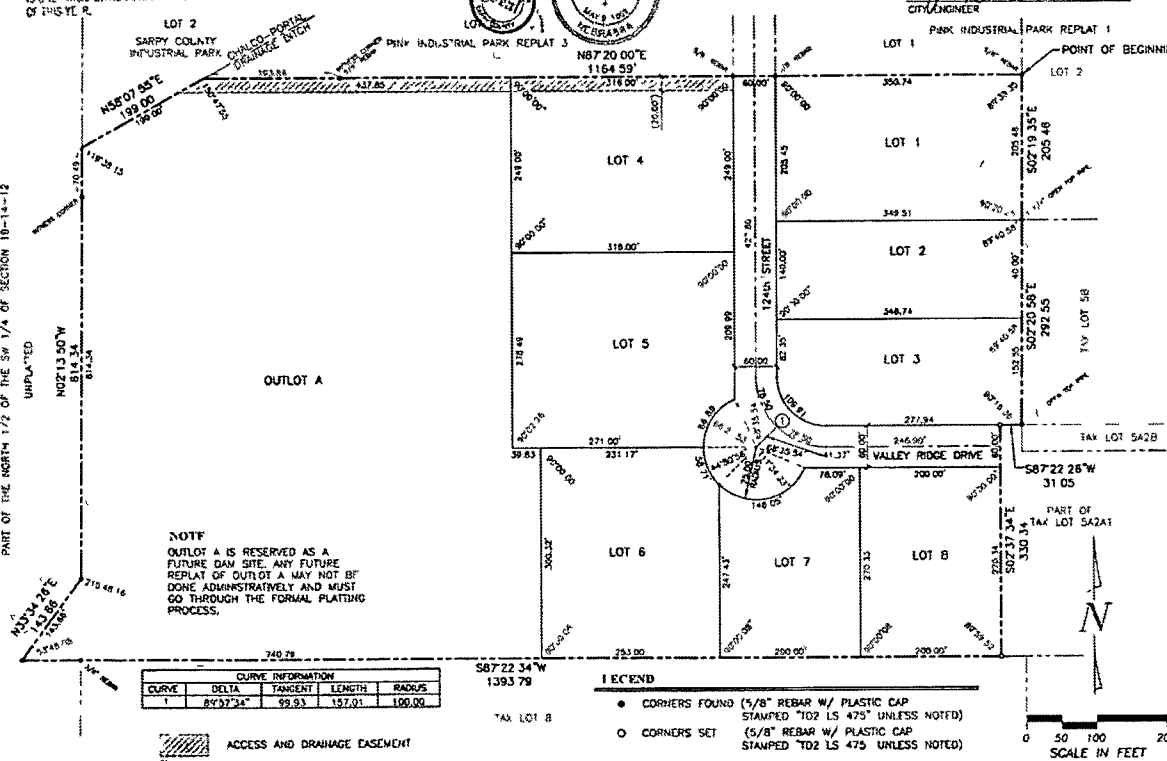
Richard Anderson
NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA) SS
COUNTY OF Douglas)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF October, 2007 BY *Jeff J. ...* OF ENTERPRISE BANK ON BEHALF OF SAID BANK.

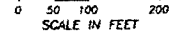


Richard Anderson
NOTARY PUBLIC



CURVE	DELTA	TANGENT	LENGTH	RADIUS
1	85°37'34"	59.93	137.01	100.00

- LEGEND
- CORNERS FOUND (5/8" REBAR W/ PLASTIC CAP STAMPED "T02 LS 475" UNLESS NOTED)
 - CORNERS SET (5/8" REBAR W/ PLASTIC CAP STAMPED "T02 LS 475" UNLESS NOTED)



SCALE 1" = 100'
DATE FEB. 12, 2007
DRAWN BY JLD/HRS
CHECKED BY DHH
RECORDS JUNE 25, 2007

PINK INDUSTRIAL PARK 2
FINAL PLAT

2 THOMPSON, DREESSEN & DORNER, INC
Consulting Engineers & Land Surveyors
10800 OLD MILL ROAD, OMAHA, NEBRASKA 68154
PHONE 402.392.8800 FAX 402.392.8805 EMAIL TD@DWDGROUP.COM
WEBSITE WWW.DWDGROUP.COM

1042-107
A1042107A.DWG

2278

Exhibit B

LEGAL DESCRIPTION

A PART OF TAX LOT 542A1 TOGETHER WITH TAX LOT R2 AND TAX LOT 542B ALL IN SECTION 19 T14N R12E OF THE 5TH P.M., SAPPY COUNTY NEBRASKA.

NOTES

- EXISTING ZONING IS AG. PROPOSED ZONING FOR LOT 1 THROUGH 14 INCLUSIVE IS L1. PROPOSED ZONING FOR OUTLOT A IS AG.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT INTERVALS BASED ON U.S.G.S. DATUM.
- WATER WILL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
- GAS WILL BE PROVIDED BY AQUILA.
- POWER WILL BE PROVIDED BY OMAHA PUBLIC POWER DISTRICT.
- EROSION CONTROL SHALL BE PROVIDED DURING CONSTRUCTION.
- SANITARY SEWER IS CONNECTED TO THE SOUTH PAPILLON CREEK OUTFALL SEWER WITH ULTIMATE TREATMENT BY THE CITY OF OMAHA.
- THERE SHALL BE NO DIRECT ACCESS TO 120TH STREET FROM ANY LOTS WITHIN THE SUBDIVISION.
- OUTLOT A IS RESERVED FOR A FUTURE NRD DOWNSITE WP-RBS ANY FUTURE REPLAY MAY NOT BE DONE ADMINISTRATIVELY.
- IF THE PLAN FOR WP-RBS IS ABANDONED VALLEY RIDGE DRIVE SHALL BE EXTENDED TO THE WESTERN BOUNDARY OF OUTLOT A. THE DEVELOPER RESERVES THE RIGHT TO PROVIDE ACCESS TO AND THROUGH OUTLOT A AT A LOCATION OTHER THAN THE EXTENSION OF VALLEY RIDGE ROAD PROVIDED THAT SUCH ACCESS IS APPROVED BY THE CITY OF PAPILLON.

PINK INDUSTRIAL PARK 2

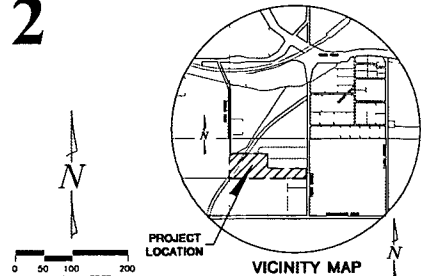
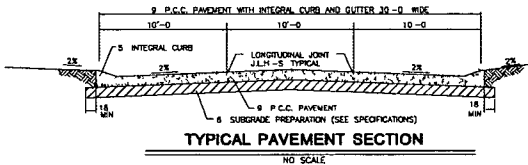
LOTS 1 THRU 14, INCLUSIVE AND OUTLOT A

SUBDIVIDER

PINK FAMILY INVESTMENTS L.L.C.
4920 SOUTH 66TH PLAZA
OMAHA NE 68117
(402) 592-1034

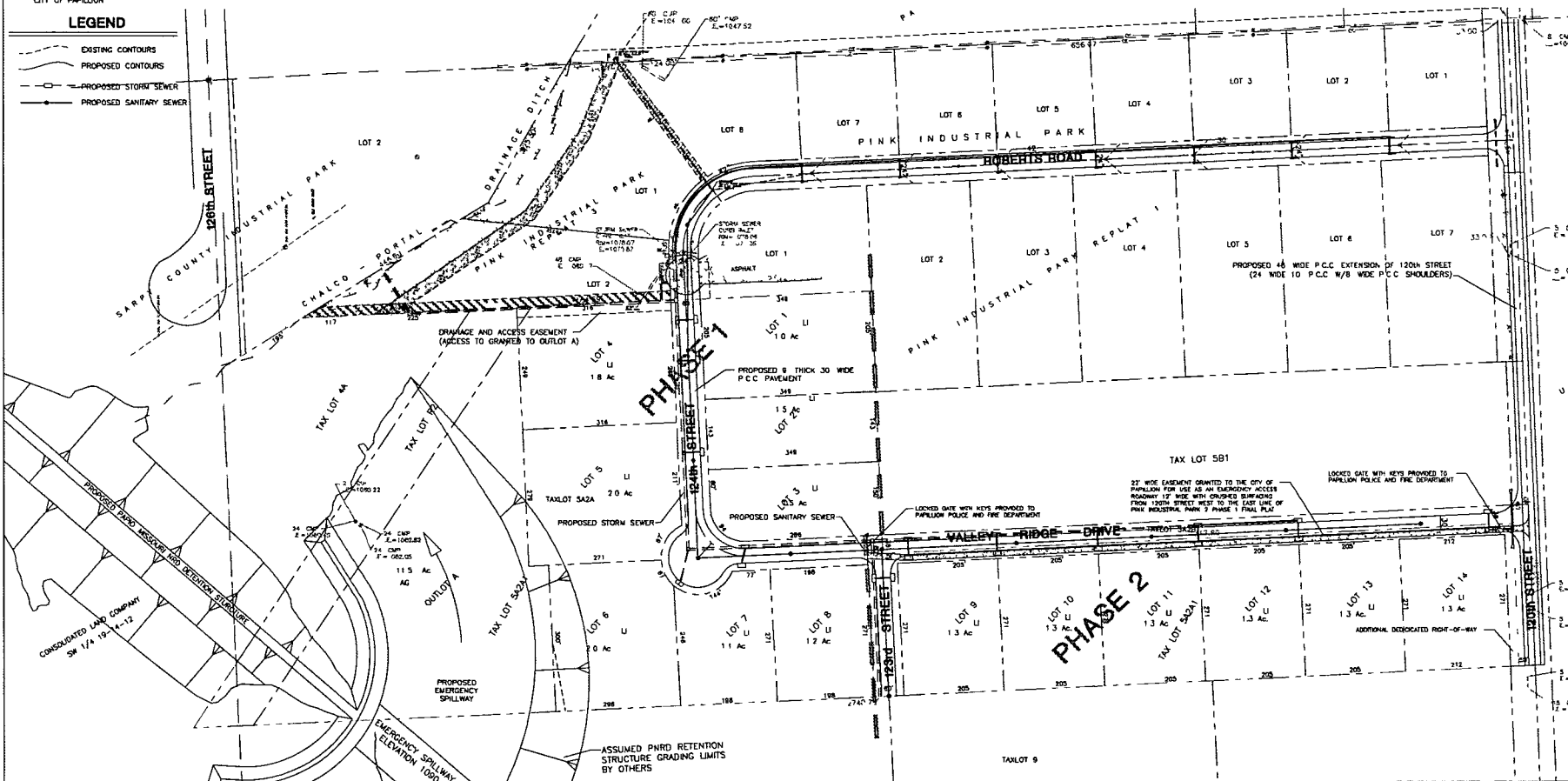
ENGINEER

THOMPSON DREESSEN AND DORNER
10836 OLD MILL ROAD
OMAHA NEBRASKA 68154



LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER



AS SHOWN	SEPT. 22 2004	RTN	DNJ	JUNE 26 2007
DATE	DATE	BY	BY	DATE

PINK INDUSTRIAL PARK 2

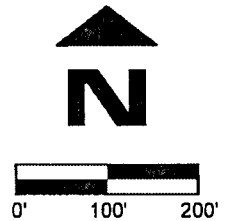
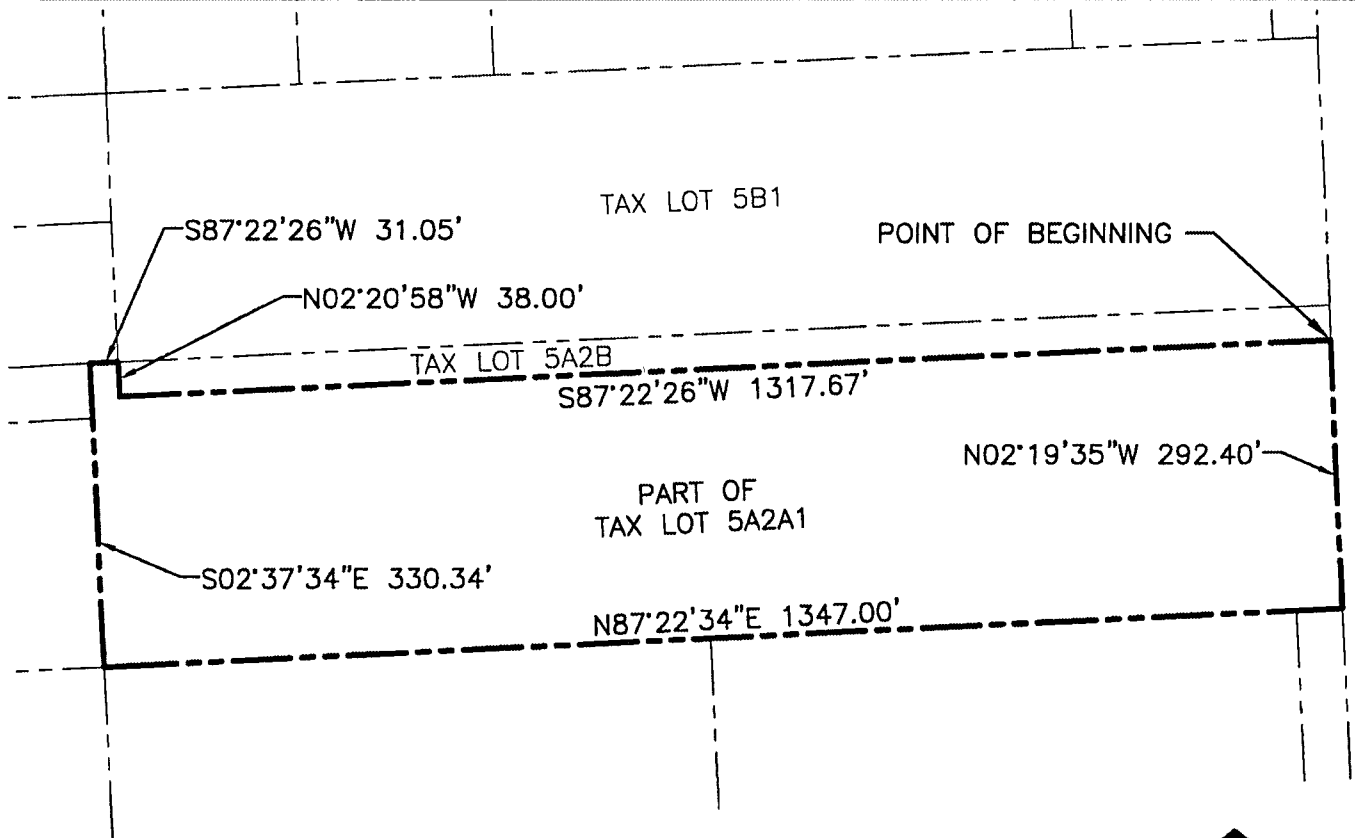
PRELIMINARY PLAN

Exhibit C

2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P.O. BOX 402304 OMAHA, NE 68140-0304
WWW.TDDA.COM

1042-107

SHEET 1 OF 5



LEGAL DESCRIPTION

THAT PART OF TAX LOT 5A2A1 IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 19, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS
 BEGINNING AT THE SOUTHEAST CORNER OF TAX LOT 5A2B IN SAID SE 1/4,
 THENCE S87°22'26"W (ASSUMED BEARING) 1317.67 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2B TO THE SOUTHWEST CORNER THEREOF;
 THENCE N02°20'58"W 38.00 FEET ON THE WEST LINE OF SAID TAX LOT 5A2B,
 THENCE S87°22'26"W 31.05 FEET,
 THENCE S02°37'34"E 330.34 FEET TO THE SOUTH LINE OF SAID TAX LOT 5A2A1,
 THENCE N87°22'34"E 1347.00 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2A1 TO THE SOUTHEAST CORNER THEREOF;
 THENCE N02°19'35"W 292.40 FEET ON THE EAST LINE OF SAID TAX LOT 5A2A1 TO THE POINT OF BEGINNING

CONTAINING 9.07 ACRES MORE OR LESS



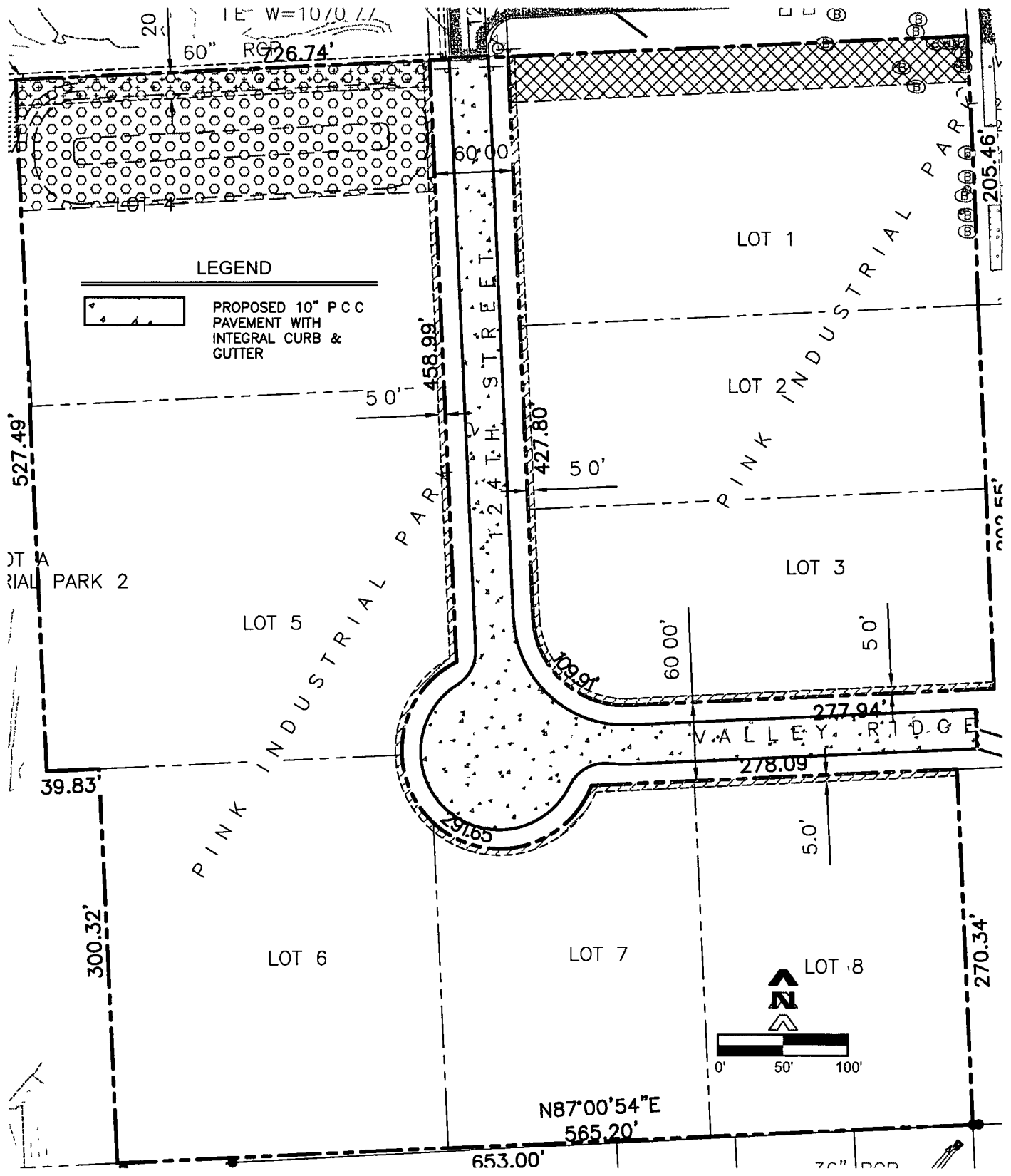
Job Number 1042-124 EX 1
 thompson, dreessen & dorner, inc
 10836 Old Mill Rd
 Omaha, NE 68154
 p 402 330 8860 f 402 330 5866
 td2co.com

Date 08/30/2016
 Drawn By MRS
 Reviewed By DHN
 Revision Date

EXHIBIT "D"

Phase 2 Legal Description

Book
 Page

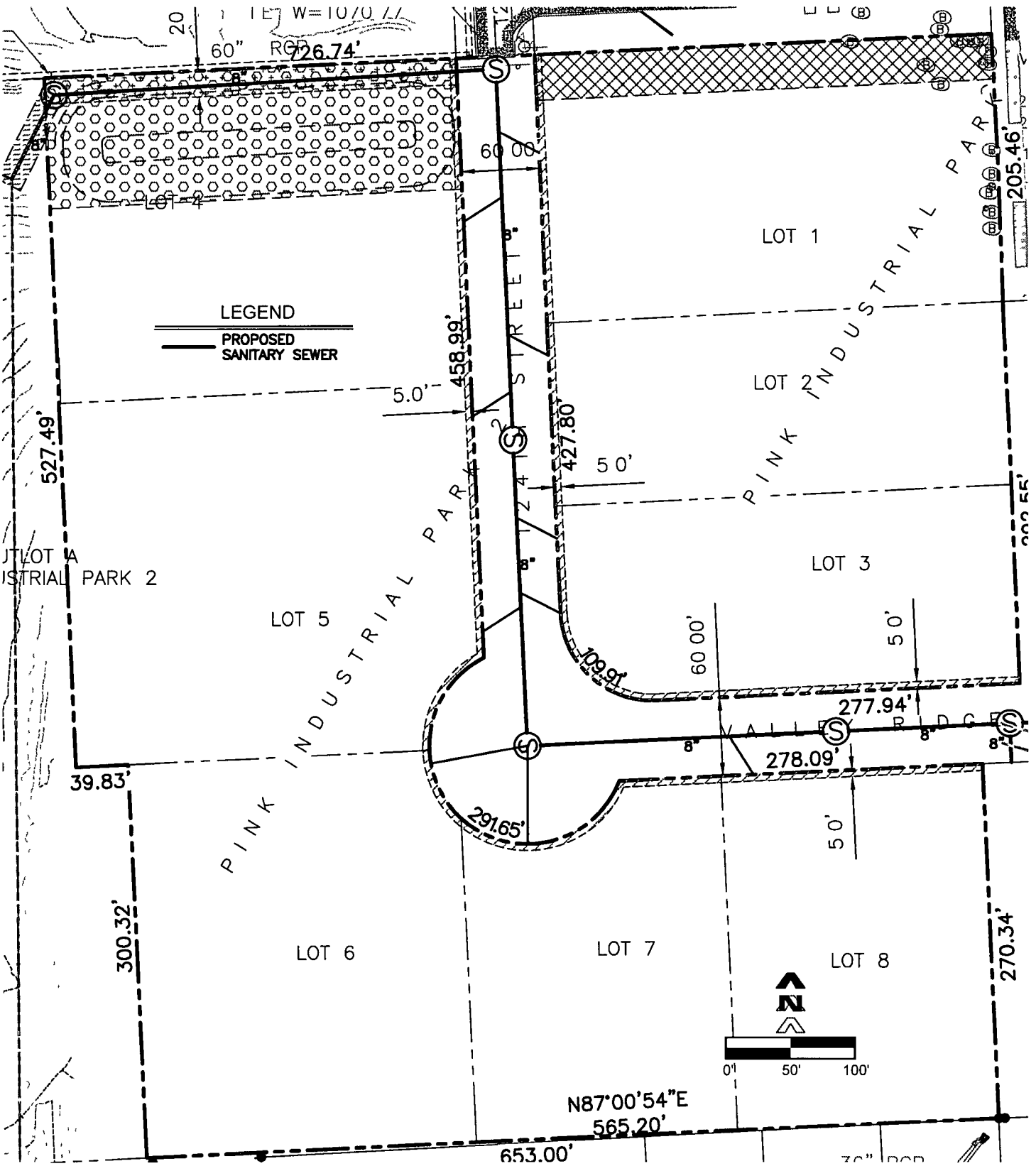


Job Number 1042-121
 thompson, dreessen & dornier, inc
 10836 Old Mill Rd
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 Drawn By MGG
 Reviewed By DEK
 Revision Date

Pink Industrial Park 2
 Streets and Walks
 Exhibit E

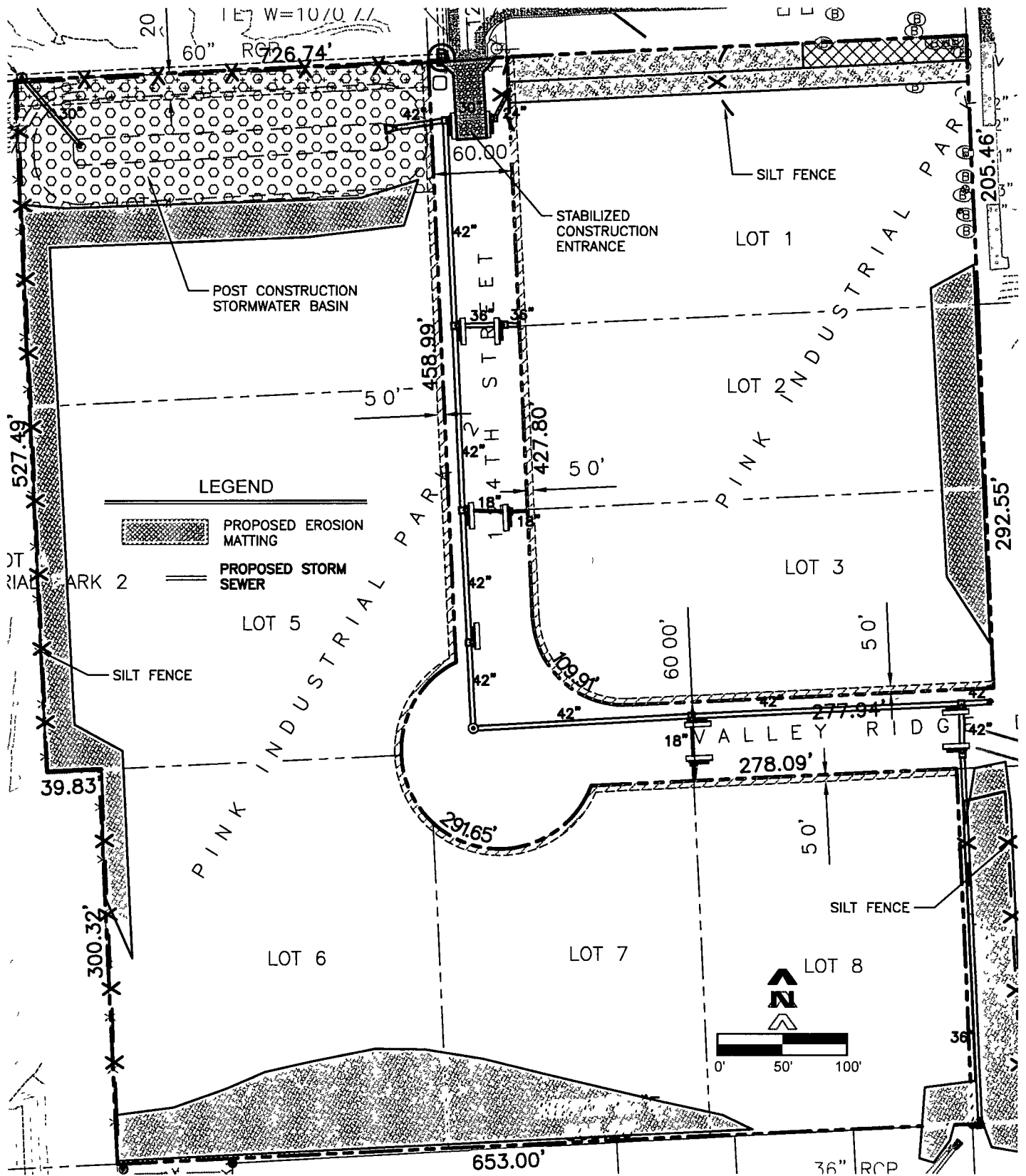
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Pink Industrial Park 2
 Sanitary Sewer and Water Lines
 Exhibit F
 Page 1 of 1



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Pink Industrial Park 2
 Erosion Controls and Storm Sewers
 Exhibit G
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