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Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: ah



AGR

**SUBDIVISION AGREEMENT**  
**SPRINGFIELD COMMERCE**

This Subdivision Agreement made and entered into this 12<sup>th</sup> day of February, 2021, by and between MADDAD LAND, LLC a Nebraska limited liability company (hereinafter "Developer"), Sanitary and Improvement District Number 348 of Sarpy County, Nebraska (hereinafter "District"), and the City of Springfield, State of Nebraska (hereinafter "City"). Collectively, Developer, District, and City are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the City's zoning and platting jurisdiction shown on the Final Plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Springfield Commerce ~~Area~~. The Development Area is located within the corporate limits of Sanitary and Improvement District No. 348 in Sarpy County, Nebraska, which is within the City's zoning and platting jurisdiction; and

WHEREAS, Developer wishes to develop the property in phases and Phase 1 consists of Lots 1-4 and Outlots A and B; and

WHEREAS, Developer has requested City to approve a specific platting of the Development Area; and

WHEREAS, Developer proposes that certain Public Improvements (as defined herein) will be made for the benefit of the Property Benefitted; and

WHEREAS, Developer and District wish to connect to the City's sewer and water system to be constructed by District within the Development Area; and

WHEREAS, Developer, District and City wish to agree regarding City provision of water and sewer service to the Development Area; and

WHEREAS, Developer and City wish to agree regarding the maintenance of lots within the District; and

WHEREAS, Developer, District, and City wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction

of Public Improvements constructed within and/or serving the Development Area, the extent to which those contemplated Public Improvements specially benefit property within the Development Area or property adjacent thereto, whose costs shall be specially assessed and those Public Improvement costs that are deemed to be of general benefit to the property within the District; and

WHEREAS, Developer, District and City agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **SECTION I. DEFINITIONS**

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

- A. "City Council" shall mean the City Council of the City of Springfield, Nebraska.
- B. "Comprehensive Plan" shall mean that certain Comprehensive Plan adopted on January 6, 2015, by the City Council as Ordinance No. 872.
- C. "Cost" or "Entire Cost," being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing.
- D. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless approved in writing by City.
- E. "Final Plat" shall mean the final plat of the Springfield Commerce Park subdivision, a copy of which is attached as Exhibit A hereto, and hereinafter defined as "Development Area."
- F. "General Obligation" shall mean the Entire Costs that are not specially assessed or which are designated as a general obligation of the District in Section VI.
- G. "Lead Agent" shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing a particular Public Improvement or responsible for engaging a qualified contractor or subcontractor to perform such responsibilities.
- H. "Property Benefited" shall mean the property that is benefited from the public improvements and is situated either (1) within the Development Area or (2) outside of the Development Area, but inside the corporate limits of District. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning

regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.

- I. "Property Owners Association" shall mean the association of property owners of Lots 1-4 and Outlots A and B created for the future maintenance and operation of Outlots A and B within the Development Area and shall be independent of the District.
- J. "Public Improvements" shall mean the improvements to the Property Benefited as described in Section VI of this Agreement.
- K. "Road Agreement" shall mean that certain Development Agreement dated Feb. 23, 2020, by and between Developer and Sarpy County for the Road Improvements, a copy of which is attached hereto as Exhibit "F."
- L. "Road Improvements" shall mean the improvements or modifications to the roads described in the Road Agreement.
- M. "Street Intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- N. "Subdivision Regulations" shall mean the subdivision regulations adopted by the City on May 1, 2018, as Ordinance No. 976, along with adopted amendments through the date of this Agreement.
- O. "Wastewater" shall include, but not be limited to, wastewater and sewage.
- P. "Wastewater Sewer Line" shall be deemed to include all wastewater lines and sanitary sewer lines.
- Q. "Wastewater Sewer System" shall be deemed to include all wastewater systems and sanitary sewer systems.

## SECTION II. PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. 2020-26 on Oct. 16, 2020, effective immediately upon adoption, which resolution (a) confirmed the City Council's approval of this Agreement and the City Council's findings that the provisions of this Agreement are consistent with the Comprehensive Plan and (b) authorized the execution of this Agreement. The City represents and warrants to the Developer and District that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

The District, after conducting a duly-noticed public meeting, approved this Agreement and authorized the execution of this Agreement. The District represents and warrants to the Developer and City that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the District.

**SECTION III  
EFFECTIVENESS OF THE AGREEMENT**

The effectiveness of this Agreement to bind the Developer and District and the Property Benefited shall be contingent upon the acquisition by the Developer of the Property Benefited and recodation of the Final Plat; provided, that nothing in this Agreement shall be deemed to obligate the Developer to so acquire the Property Benefited or record the Final Plat.

**SECTION IV  
PUBLIC IMPROVEMENTS & OTHER OBLIGATIONS**

Developer and District jointly and severally represent and covenant that Developer shall and District shall provide and deliver to City written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Final plans and specifications for Subparagraphs A, B, F, G and H, of this Section IV must have the approval of City and shall be submitted to City for review and approval at least thirty (30) days prior to award of contracts. Developer, District and City agree that the credit of District shall be used for the construction of public improvements within the Development Area as outlined under Section VI of this Agreement.

- A. Grading of Street Right-of-Way. Grading of street right-of-way;
- B. Interior Street Paving. Construction of and concrete paving of all streets dedicated pursuant to the Final Plat (see Exhibit "A"); all of said paving to be thirty feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached Final Plat and shall be constructed of Portland cement concrete with an integral curb and gutter system.
- C. Traffic Signals. The Nebraska Department of Transportation ("NDOT") has determined that the construction and installation of a traffic signal at the intersection of Highway 50 and Platteview Road is warranted. District shall contribute an amount equal to twenty-five percent (25%) of the Entire Cost of the City's portion of such traffic signal. The traffic study completed by Felsburg Holt & Ullevig, on behalf of the Developer, and as attached hereto as Exhibit M, has determined that the construction and installation of a traffic signal at the intersection of Park Drive and Highway 50 is warranted. District shall contribute an amount equal to twenty-five (25%) of the Entire Cost of the City's portion of such traffic signal. The traffic study shall be submitted to NDOT for review to determine if the signal should be included with the Highway 50 and Platteview Road traffic signal project or added at a future date.
- D. Road Agreement with Sarpy County. District shall contribute to the cost of the Road Improvements as specified in the Road Agreement attached to this Agreement as Exhibit "F." No portion of any of City's arterial street improvement program fees shall be used for any of the Road Improvements identified on Exhibit "F."
- E. Closure of 1/8 Mile Access to Highway 50. As per the Nebraska Department of Transportation (NDOT), NDOT will take the responsibility of blocking out the northbound left-turn lane on Highway 50 at the 1/8 mile property access. Developer shall remove the drive to the property on the west side of Highway 50 at the same time as the interior road paving improvements are made.

- F. Sanitary Sewer System. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the Final Plat (see Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by Thompson, Dreessen & Dörner, Inc., Engineers, a copy of which is attached hereto as Exhibit "B." All septic systems and lagoons on the Property Benefited, if any, shall be decommissioned by Developer and District in compliance with 124 Neb. Admin. Code 17 prior to making a connection to public sewer service. All installed sanitary sewer mains must be inspected by City before connection to the City system.
- G. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements pursuant to the Final Plat (see Exhibit "A") shall be located as shown on the plans and specifications for said storm sewer and paving improvements prepared by Thompson, Dreessen & Dörner, Inc., Engineers, a copy of which is attached hereto as Exhibit "C." Any storm sewers connected to the City's system shall be inspected by City prior to connection.
- H. Water System. Water distribution mains located within dedicated street rights-of-way dedicated pursuant to the Final Plat (see Exhibit "A") shall be installed as shown on the water plan improvements prepared by Thompson, Dreessen & Dörner, Inc., Engineers, a copy of which is attached hereto as Exhibit "D." Developer and District shall not design, construct, install, or expand any wells or well components within the Property Benefited. All installed water mains shall be inspected by City before connection to the City system.
- I. Gas System. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the Final Plat (see Exhibit "A") shall be installed by Metropolitan Utilities District.
- J. Street Lighting. Street lighting for public streets dedicated pursuant to the Final Plat (see Exhibit "A") shall be installed by the Omaha Public Power District.
- K. Electrical Service. Underground electrical service to each of the lots within the Development Area shall be installed by the Omaha Public Power District.
- L. Sidewalks. A concrete sidewalk shall be constructed in the street right-of-way of all interior road frontages with a minimum width of five feet (5'). All aspects of sidewalk construction shall be governed by the existing City Zoning and Subdivision Regulations, except that the minimum width of the sidewalk shall be 5 feet (5'). Handicap ramps with detectable warning panels shall be constructed at public street intersections. Sidewalks shall be constructed on Lots 1-4 at time of building construction and shall be finalized prior to final building inspection approval and issuance of a certificate of occupancy. Sidewalks shall be constructed on Outlots A and B at time of interior street construction. All sidewalks shall be maintained by the abutting property owner.
- M. Street Signs. Street signs at all intersections per Final Plat (see Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."

- N. Grading of Development Area. The Development Area shall be graded as shown on the Grading Exhibit prepared by Thompson, Dreesen & Dörner, Inc. attached hereto as Exhibit "E". Further, grading shall be in conformance with the City of Springfield Zoning Regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.
- O. Outdoor Warning Siren. In the event the Development Area does not have outdoor warning siren coverage, then within 5 years of the City Council's approval of this Agreement, Developer and District shall either (1) install outdoor warning sirens on property which provide siren coverage to the Development Area or (2) financially participate in the construction and maintenance of an outdoor warning siren in the surrounding area which provides siren coverage to the Development Area. Developer and District are encouraged to work with other developments in the surrounding area to coordinate coverage and share costs associated with installation and maintenance of outdoor warning sirens. The outdoor warning sirens shall be capable of sounding the severe weather and attack warning through the Sarpy County radio system. Federal Signal civil defense sirens shall be used. The number, type, and specifications of the corresponding civil defense sirens shall be determined by the City in conjunction with the Director of the Sarpy County Emergency Management Agency. The City will operate and maintain such civil defense siren at its sole cost and expense.
- P. Fire Hydrants. District shall provide for fire hydrants for the protection of the Property Benefited. The type of hydrant and control valves and the location of hydrants must be approved by the City of Springfield Engineer and Springfield Volunteer Fire Department Fire Chief. Fire hydrants will be installed and operational before issuance of any building permits for the development. Notwithstanding the foregoing, building permits are permitted prior to fire hydrants being installed and operational but work will be limited to footings, foundation and exterior walls. Once the structure under construction is fully enclosed, no further construction work will be permitted until such time as fire hydrants are installed and operational.
- Q. Erosion Control. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the City of Springfield Stormwater Regulations.
- R. Drainage Ways. No fences, grading, structures or landscaping of any type will be allowed in any drainage way. All proposed drainage ways shall be evaluated by the City Engineer.
- S. Post-Construction Stormwater Maintenance Agreement. District shall enter into a post-construction stormwater maintenance agreement with the City. District shall be responsible for detention facility construction and maintenance in compliance with the Post Construction Stormwater Management requirements of the City set forth in Sections 11-601 through 11-629, inclusive, of the Code, and Section 5.09 of the Subdivision Regulations. Prior to City's annexation of Property Benefited, the Property Owners Association shall enter into a post-construction stormwater maintenance agreement with the City. City shall not have any responsibility for maintenance or repair of any such facility located within, or related to, the Property Benefited.

- T. Watershed Fees. All new building permits shall be subject to the Southern Sarpy Watershed Fee as described in the Springfield Master Fee Schedule at the time of building permit application and as agreed to by the Southern Sarpy Watershed Partnership.
- U. Landscaping Plan. District has provided City with a landscaping plan for Outlot A that is attached hereto as Exhibit "I." Said plan conforms to the requirements under the Highway Corridor Overlay District. Landscaping shall be installed within six (6) months of the first building permit being issued for the Development Area.
- V. Easement. Developer shall grant to the owners of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  Section 23, Township 13, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, an Easement, Agreement to Dedicate Right-of-Way, and Joint Use Agreement in the form of attached Exhibit "L."

**SECTION V.  
PROHIBITION ON USE OF DISTRICT FUNDS**

It is agreed that the credit or funds of District shall not be used for the engineering, procurement, or construction of any improvements of facilities within the Development Area except those public improvements specified in Section II hereof or as otherwise provided in this Agreement. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of City Council. Developer and District covenant that there shall be no general obligation of the District without prior written approval of City.

**SECTION VI.  
ALLOCATION OF COSTS**

Developer and City agree that the Entire Cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Sections V and VI, above, shall be defrayed as follows:

- A. One hundred percent (100%) of the Entire Cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving and construction of Street Intersections, the cost of one-half of the street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of nine (9) inches, and the cost of pavement width in excess of thirty (30) feet exclusive of curbs and gutters, shall be borne by general obligation of District. The cost of curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.
- B. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, may be borne by general obligation of District. The cost of sidewalks along interior streets shall be borne by the property owner of such adjacent lot or specially assessed if completed by District.

- C. One hundred percent (100%) of the Entire Cost of sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area
- D. Sewer Connection Capital Facilities Fees. One hundred percent (100%) of Sewer Connection – Capital Facilities Fees, calculated on the basis of \$17,500.00 per acre on commercial/industrial land x 38.036 acres in the Development Area for a total cost of \$665,630.00, shall be paid to City and assessed as follows:
- i. One-Half of Sewer Connection – Capital Facilities Fees in the amount of \$332,815.00 shall be paid to City by District in full prior to the Mayor signing the approved Final Plat, provided, however, that upon City's receipt of a copy of an executed Agreement with D. A. Davidson Company to purchase or place the warrants of the District, which specifically includes the warrants to be issued for payment of Sewer Connection – Capital Facilities Fees, the \$332,815.00 may be paid by the issuance of the District's warrants in such amount within sixty (60) days after the filing of the Final Plat. If said Sewer Connection – Capital Facilities Fees in the amount of \$332,815.00 are not paid to City in full within sixty (60) days of the Final Plat being filed with the Sarpy County Register of Deeds, this Agreement and the City's approval of the Final Plat shall become null and void and District shall not be permitted to move forward with said Development Area. City permits that One-Quarter of said One-Half portion of Sewer Connection – Capital Facilities Fees paid to the City shall be specially assessed against Lots 1-4, Springfield Commerce. One-Quarter of Sewer Connection-Capital Facilities Fees paid to the City shall be a general obligation of the District, but only if the general obligation debt ratio for Phase 1 of Springfield Commerce does not exceed 5.01% with this fee included; if the general obligation debt ratio exceeds 5.01% with this fee included then this one-quarter share of Sewer-Connection Capita Facilities Fees shall be specially assessed against Lots 1-4, Springfield Commerce.
  - ii. The remaining One-Half of the Sewer Connection – Capital Facilities Fees in the amount of \$332,815.00 shall be paid proportionately on each lot by the lot owner immediately prior to the issuance of a building permit applicable to such lot.
- E. One hundred percent (100%) of the Entire Cost of all storm sewers, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.
- F. One hundred percent (100%) of the Entire Cost of the water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. Refunds, if any, shall be credited in the manner used for underground power as provided in Section VI (H) thereof. One hundred percent (100%) of the Entire Cost of the water approach mains and any pioneer main fees may be a general obligation of the District.
- G. Water Connection Capital Facilities Fees. One hundred percent (100%) of Water Connection – Capital Facilities Fees, calculated on the basis of \$1,500.00 per acre on commercial/industrial land x 38.036 acres in the Development Area for a total cost of \$57,054.00, shall be paid to City and assessed as follows:
- i. One-Half of Water Connection – Capital Facilities Fees paid to the City in the amount of \$28,527.00 shall be specially assessed against Lots 1-4, Springfield Commerce. One-half of the Water Connection – Capital Facilities Fees in the



amount of \$28,527.00 shall be paid to City by District in full prior to the Mayor signing the approved Final Plat, provided, however, that upon City's receipt of a copy of an executed Agreement with D. A. Davidson Company to purchase or place the warrants of the District, which specifically includes the warrants to be issued for payment of Water Connection – Capital Facilities Fees, the \$28,527.00 may be paid by the issuance of the District's warrants in such amount within sixty (60) days after the filing of the Final Plat. If said Water Connection – Capital Facilities Fees in the amount of \$28,527.00 are not paid to City in full within sixty (60) days of the Final Plat being filed with the Sarpy County Register of Deeds, this Agreement and the City's approval of the Final Plat shall be null and void and District shall not have the right to connect to the City's water or sewer system.

ii. The remaining One-Half of the Water Connection – Capital Facilities Fees in the amount of \$28,527.00 shall be paid proportionately on each lot by the lot owner immediately prior to the issuance of a building permit applicable to such lot.

H. One hundred percent (100%) of the Entire Cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served. One hundred percent (100%) of the Entire Cost of the gas approach mains and any pioneer main fees may be a general obligation of the District.

I. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.

J. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District 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.

K. Fire hydrants shall be provided by Developer at Developer's cost or by the District and either specially assessed against the property within the Development Area or treated as a general obligation cost of the District.

- L. The cost for outdoor warning sirens shall be treated as a general obligation cost of the District.
- M. One hundred percent (100%) of the Entire Cost of the original street signs shall be a general obligation of the District. All street signs shall conform to City standards and be approved by the City and / or Sarpy County. Decorative, ornamental, or any other signs as allowed in the "Manual on Uniform Traffic Control Devices" shall not be installed unless prior written approval by the City is received. The City's written approval for decorative or other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall only be required while the Development Area is within the zoning jurisdiction of the City. One hundred percent (100%) of the Entire Cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- N. Silt ponds/basin: The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Developer. Removal of sediment and erosion control measures may be a general obligation of the District. District shall maintain silt pond/basin as described in subparagraph 2 below.
1. Sediment removal shall be paid as follows:
    - a. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District.
    - b. For all subsequent sediment removal, the District shall pay for the work in accordance with Section VI.M., immediately hereinafter.
  2. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
    - a. If at any time City determines that the silt pond/basin is a hazard or a nuisance, City will send a notice to the District with a recommendation to either (i) remedy said hazard or nuisance or (ii) remove the silt pond/basin. District shall comply with County's recommended action in the notice letter. If after thirty (30) days District does not comply with City's recommended action as provided in the notice letter, at City's discretion, City may fix the nuisance or hazard (up to and including silt pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal.
  3. Contemporaneously with this Agreement, a Property Owners Association shall be created and said Association shall enter into a silt pond/basin maintenance agreement with the City. Bylaws and Articles of Incorporation for said Association shall be attached to this Agreement as Exhibits J and K and cannot be changed without City's approval through an Amendment to this Agreement. Outlots A and B shall be maintained in a condition acceptable to City. The cost of maintaining Outlots A and B shall be divided equally among Lots 1 through 4, Springfield Commerce. District, or its successor in interest, shall have the right to compel the owners of Lots 1 through 4 to pay such sums necessary to maintain Outlots A and B in a condition acceptable to City. If any demand for payment upon the owner of Lots 1 through 4 is not paid within thirty (30) days of demand, the amount demanded shall be a lien and shall be recorded as a lien in the office of the Sarpy

County Register of Deeds on the property from whom the owner of the property demand was made. District, or its successor in interest, shall have the right to enter and maintain Outlots A and B. City shall not have any responsibility for maintenance or repair of any such facility located within, or related to, the Property Benefited.

- O. One hundred percent (100%) of the Entire Cost of all post-construction stormwater management features and related appurtenances may be a general obligation of the District, provided:
1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the provisions of this Agreement. All necessary easements to the City and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction. The District intends to acquire Outlot "A", which contains the stormwater drainage improvements and the permanent post-construction stormwater management features from the Developer. The District may acquire Outlot "A" pursuant to this paragraph, provided that the cost of acquisition shall be based on a fair market value appraisal and in no event shall exceed Developer's proportionate cost for the acquisition of the Development Area.
  2. Construction of post-construction stormwater management features or "BMPs" (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the "Omaha Regional Stormwater Design Manual" and are able to be publicly maintained.
  3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the District, provided the maintenance activities are required to maintain the water quality benefits as designed. Routing mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Association.
  4. Closure or removal of post-construction stormwater management features may be a general obligation of the District.
  5. Streets, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.
- P. Any charges not specifically approved for general obligation in Paragraphs A. through M of this Section shall be specially assessed.
- Q. Developer and District covenant that there shall be no other general obligation without the prior written approval of City.

#### **SECTION VII. WATER, SEWER AND GAS LINE EXTENSION CHARGES**

District may make certain payments in connection with the extension of water, sewer and gas to the boundary of the District with the costs to be defrayed as follows:

- A. Payment to the utility or City for such extension shall be made only to the extent the utility or City by policy of practice does not absorb the cost of such extension.

- B. If the extension main is primarily designed and sized to serve the Development Area and no oversizing for service to areas outside the Development Area is involved, then all payments to the utility or City and related costs shall be one hundred percent (100%) specially assessed. Connection refunds, if any, received for the utility shall be credited in a manner similar to that provided for underground electric service in Subsection VI.H. hereof.
- C. If the extension main is designed and sized to serve properties outside of the Development Area, the cost of the extension main that would be installed if only the Development Area were to be served shall be specially assessed and the cost of oversizing the main above that size may be borne by general obligation. Refunds from the utility or City attributable to oversizing cost shall be credited to the Construction Bond Fund of the District. Refunds from connections within the Development Area shall be credited in a manner similar to that for underground electrical service as provided in Subsection VI.H. hereof.
- D. The credit or refunds of the District shall not be used for payment of individual property connection fees for utilities. When credit or refunds of District are used to pay sewer or water fees to the City, the Entire Cost thereof shall be specially assessed against the properties served or benefited.

#### **SECTION VIII. USE OF FUNDS**

Credits or funds of District may be used to pay for any improvements specified and authorized in the Agreement, but not for any other purpose. Provided, however, District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of District, such to be paid out of funds obtained by District through its general fund mill levy, or where allowed by law, such warrants may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of City. District shall not acquire any interest in real property without the prior written approval of City.

#### **SECTION IX. DISTRICT TO CONNECT TO CITY WASTEWATER SYSTEM**

The wastewater system of the District shall be subject to the conditions and provisions hereinafter specified.

City hereby grants permission to District to connect its wastewater sewer system to the Wastewater Sewer System of the City in conformity with plans and specifications submitted by District and approved in writing by the City and for a period not to exceed twenty-five (25) years, as per Neb. Rev. Stat. §19-2701. City represents and warrants that as of the effective date of this Agreement, City's Wastewater Sewer System has an available hydraulic capacity of 24,000 gallons per day ("GPD") calculated at domestic loading rates and that the entirety of such capacity will be available to and reserved for premises within District upon District's 50% payment of Sewer Connection - Capital Facilities Fees in accordance with Sections VI.C.1. City shall have the right to monitor the quality of effluent from all premises within District. No industrial process water or high-strength waste shall be permitted. Domestic loading is hereby defined as less than 200 mg/L BOD and less than 250 mg/L TSS at the permissible hydraulic flow.

- A. City shall have the right to collect applicable fees and charges for any connections to City's wastewater system. District shall have the right to designate which premises are eligible for sewer service and how much capacity they are eligible to receive. If sewer usage is exhausted before all lots are developed, further development cannot occur until additional sewer capacity is available. City is not obligated to add additional sewer capacity. All water usage that does not discharge to the City's sewer system, such as lawn sprinkler systems, shall be metered separately from water usage that does discharge to the City's sewer system.
- B. District shall not permit any connection to any outfall sewer outside the boundaries of District, or to any sewer which drains onto said outfall, without prior written approval by City, according to any laws, rules or regulation that may be applicable. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries.
- C. The portion of the wastewater sewer system within the boundaries of the District shall remain the property of the District and shall be operated and maintained in good working order by District to adequately serve all users of said wastewater sewer system.
- D. District shall not charge any property within the jurisdiction of City, or owner of such property which is within the jurisdiction of City, for any connection approved by City.
- E. At all times all wastewater from and through said District into City's wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of City as now existing and as from time to time amended.
- F. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of City. Said permit shall be obtained on the same terms, conditions, and requirements of City and for the applicable permit fee of City for connection to the wastewater sewer system within the zoning jurisdiction of City. It being expressly understood that City reserves the right to collect all connection charges and fees as required by City regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by City. The connection permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits connection fee.
- G. Notwithstanding any other provision of this Agreement, City retains the right to disconnect the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- H. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by City applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of City; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of City now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or

continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of City.

- I. City, Developer and District have entered into a Sewer Agreement pertaining to the Development Area (Phase 1 of Final Plat), a copy of which is attach hereto as Exhibit "G."

**SECTION X.  
SARPY COUNTY AND CITIES WASTEWATER AGENCY**

Developer, District and City acknowledge that City has entered into an Interlocal Cooperation Act Agreement creating the Sarpy County and Cities Wastewater Agency, hereinafter "Agency" as from time to time amended. The Interlocal Cooperation Act Agreement contains provisions applicable to the Development Area. Developer and District agree to abide by all applicable provisions.

**SECTION XI.  
DISTRICT TO CONNECT TO CITY WATER SYSTEM**

The water system of the District shall be subject to the conditions and provisions hereinafter specified.

- A. City hereby grants permission to District to connect its water system to the water system of the City in conformity with plans and specifications submitted by District and approved in writing by the City and for a period not to exceed twenty-five (25) years, as per Neb. Rev. Stat. §19-2701. City shall have the right to collect applicable fees and charges for any connections to City's water system.
- B. The combined usage of all lots within the District shall not be more than 24,000 gallons per day of water that is discharged to the City's sewer system. Additional, separately metered, water can be used for water that is not discharged to the City's sewer system, such as separately metered lawn sprinklers.
- C. District shall not permit any connection to any water line outside the boundaries of District, or to any outfall water, without prior written approval by City, according to any laws, rules or regulation that may be applicable. The City shall have exclusive control over connections to its water system whether inside or outside the District's boundaries.
- D. The portion of the water system within the boundaries of the District shall remain the property of the District, and shall be operated and maintained in good working order by District to adequately serve all users of said water system.
- E. District shall not charge any property within the jurisdiction of City, or owner of such property which is within the jurisdiction of City, for any connection approved by City.
- F. At all times all water from and through said District into City's water system shall be in conformity with the ordinances, regulations, and conditions applicable to water within the zoning jurisdiction of City as now existing and as from time to time amended.

- G. Before any connection from any premises to the water system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of City. Said permit shall be obtained on the same terms, conditions, and requirements of City and for the applicable permit fee of City for connection to the water system within the zoning jurisdiction of City. It being expressly understood that City reserves the right to collect all connection charges and fees as required by City regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by City. The connection permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits connection fee.
- H. Notwithstanding any other provision of this Agreement, City retains the right, upon reasonable advance notice, to disconnect the water of any industry or other water user within the Development Area which is discharging into the water system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- I. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by City applicable to sanitary and improvement districts whose water system connects directly or indirectly with or into any part of the water system within the zoning of City; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of City now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any water from a sanitary and improvement district to flow into or through any part of the water system within the zoning jurisdiction of City.
- J. City, Developer and District have entered into a Water Agreement pertaining to the Development Area (Phase 1 of Final Plat), a copy of which is attach hereto as Exhibit "H."

## **SECTION XII. DEVELOPER AND DISTRICT COVENANTS**

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of City pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Except as may otherwise be agreed to by the City, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge Lots 1 through 4 as shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. At the discretion of City, it may require Developer and District to prove to the satisfaction of City that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by City not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.

- C. Prior to commencement of the construction of improvements, District shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office for all sanitary, water, and storm sewer lines as determined by City's engineer and/or surveyor. Said easements shall be in form satisfactory to the City's attorney and the City's engineer and/or surveyor.
- D. Provide to City at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
  2. A plat of the area to be assessed; and
  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 as paid to the contractor;
    - b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
    - c. A special itemization of all costs of District not itemized in a. or b. above;
    - d. Certification by District's engineer that the information and schedules provided to City in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
    - e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and
    - f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;
- E. Make its annual mill levy a total combined ad valorem property tax of at least one hundred (100) cents per \$100 taxable valuation until all construction fund debt is converted to bonds and in no event shall the District's levy be less than the total City levy. District shall make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.
- F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and



welfare rules, regulations, and standards as may be in place at the time of construction.

- G. If the Development Area is situated within the Future Growth and Development area of municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist City in its compliance with, the terms of such Act.
- H. After written notice from the City to the District of the City's intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District's receipt of written notice of intent of annexation, enter into any contract that is in excess of \$20,000 of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by City or their designee. Any such contract that is not first approved by City or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that are in the reasonable judgement of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.

### **SECTION XIII. ARTERIAL STREET IMPROVEMENT PROGRAM**

City has adopted a Master Fee Schedule and an Arterial Street Improvement Program. Developer and District agree to pay all fees as required under the Master Fee Schedule and Arterial Street Improvement Program. Said ASIP fee shall be paid (1) one-half within 60 days after the filing of the Final Plat and (2) one-half at the time of building permit issuance, which shall be paid proportionately on each lot immediately prior to the issuance of a building permit applicable to such lot. Pursuant to City regulations, a Development Acre is defined as each individual acre of land located within the lot lines of the lot or tax lot for which the permit is sought and excludes any land located within any public street right-of-way or other dedicated public land, such as public parks or outlots.

### **SECTION XIV. OUTLOTS IN PRIVATE OWNERSHIP**

The Property Owners Association shall be responsible for maintaining, mowing, trimming and removing trash on Outlots A and B, as shown on the Final Plat, and any future outlots on the Property Benefitted, except that the Property Owner's Association shall not be responsible for maintaining, mowing, trimming and removing trash on any dedicated public right of way in Outlot "B", Sarpy Commerce. City shall not have any outlot maintenance responsibilities. No building(s), structures or improvements of any type shall be constructed on any outlots within the Property Benefitted, with the exception of roads, fiber, power, water, and sewer lines and related facilities and improvements, all of which may be constructed within Outlots A and B. Developer agrees that, at least thirty (30) days prior to the closing on the sale, donation or other transfer of any outlot, 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, structures or improvements of any type can or shall be constructed on said outlot. Developer, or its assigns, further agrees to pay all property taxes due for any outlot owned by Developer, or its assigns, in a timely manner to prevent such outlots from being offered or sold at the Sarpy County tax sale for tax delinquency.

Contemporaneously with this Agreement, District and the owners of all lots within the District shall create a Property Owner's Association that will be responsible for all associated maintenance of Outlots A and B. The owners of Lots 1-4 will then be obligated to pay for all associated maintenance of Outlots A and B. City shall not have any outlot maintenance responsibilities upon annexation.

**SECTION XV.  
CITY DEVELOPER FEE**

It is mutually agreed that District and Developer shall pay a fee to City 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 District. Said fee shall be the greater of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the estimated public improvement construction costs (excluding electrical construction costs) at the time the proposed public improvements are to be constructed. The fee shall be allocated to special assessments and general obligation in the same proportion as costs of the particular construction project and shall be paid within 60 days after the filing of the Final Plat.

**SECTION XVI.  
CREATION OF DISTRICT FINAL PLAT**

District created by Developer is shown on Exhibit "A" attached hereto and incorporated herein. The improvements cited herein or depicted on the Final Plat attached hereto understood to be the minimum acceptable to City.

**SECTION XVII.  
CITY ENGINEER**

Prior to the commencement of the construction of any improvement contemplated by this Agreement, Developer and District shall submit all plans and specifications for such improvement to the City Engineer or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work, and in no event later than the filing of information to be provided pursuant to Subsection XII.D. above.

**SECTION XVIII  
CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING**

The Final Plat shall not be signed by the CITY until the following has occurred:

1. Formation of a Sanitary and Improvement District on the area covered by the Final Plat.
2. Execution of this Subdivision Agreement by Developer and District.
3. Execution of the Sewer Agreement by Developer and District.

4. Execution of the Water Agreement by Developer and District.
5. Execution of the "Easement, Agreement to Dedicate Right of Way, and Joint Use Agreement" by Developer.
6. Execution of the Development Agreement by Developer and Sarpy County.
7. Delivery of a title search of the area shown on the Final Plat to City with the effective date of the search being within ten (10) days prior to filing the Final Plat
8. Payment of all amounts to be paid to the CITY pursuant to the terms of the Subdivision Agreement, except those payments which are to be made within sixty (60) days after the filing of the Final Plat.
9. Delivery to City of a valid and binding written commitment from a reputable underwriter to purchase or place all of the warrants to be issued by the District as payment for the improvements set forth in this Subdivision Agreement.
10. Filing of the Articles of Incorporation of the Property Owners Association with the Nebraska Secretary of State and providing proof of filing to the City.
11. Providing a signed copy of the By-Laws of the Property Owners Association to the City.

The City Council may approve the Final Plat for Sarpy Commerce subject to the satisfaction of all of the conditions set forth in this Section XVIII, provided however that the CITY will not sign the Final Plat until all of such conditions have been fully satisfied.

DEVELOPER shall file the Final Plat with the Sarpy County Register of Deeds within thirty (30) days after receipt of the signed Final Plat from the CITY.

#### **SECTION XIX. NON-DISCRIMINATION**

District and Developer shall not discriminate or permit discrimination against any parties on account of race, color, national origin, sex, age, political or religious affiliations, or disabilities in any manner prohibited by local, state or federal laws, rules, orders or regulations.

#### **SECTION XX. CITY ORDINANCES AND REGULATIONS**

The Parties shall, without cost to City, conform to the requirements of the applicable City regulations and ordinances and any change in those regulations and ordinances.

City agrees to waive the requirements set forth under Section 7.02 Subdivision Improvements Guarantees of the Springfield Subdivision Regulations which requires a subdivider to provide one or more of the guarantees set forth in Sections 7.03 Surety Performance Bond, Section 7.04 Escrow Account or Section 7.05 Security Agreement. In lieu of this requirement, Developer shall provide City with a written statement from D.A. Davidson, Developer's financial agent, showing D.A. Davidson's intent to finance the development.

**SECTION XXI.  
NOTICE**

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

For Developer:

MADDAD Land, LLC  
10064 South 134<sup>th</sup> Street  
Omaha, NE 68138

For Sanitary and Improvement District:

SID 348  
10064 South 134<sup>th</sup> Street  
Omaha, NE 68138

With a Copy To:

Jeffrey B. Farnham  
FARNHAM & GRIFFIN, PC, LLO  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, NE 68114

For City:

City Clerk, City of Springfield  
Springfield City Hall  
PO Box 189  
170 N. 3<sup>rd</sup> Street  
Springfield, NE 68059

**SECTION XXII.  
BINDING UPON SUCCESSORS AND ASSIGNS**

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

**SECTION XXIII.  
ASSIGNMENT**

Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.

**SECTION XXIV.  
DISTRICT REPRESENTATION REGARDING OBTAINING THIS AGREEMENT**

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

**SECTION XXV.  
GOVERNING LAW**

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

**SECTION XXVI.  
ENTIRE AGREEMENTS**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

**SECTION XXVII.  
AMENDMENTS**

District shall have the power to enter into all Amendments and bind all lots in the Development Area even after said lots have been sold.

**SECTION XXVIII.  
GOOD FAITH**

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

**SECTION XXIX.  
ACTIONS AUTHORIZED BY DEVELOPER AND DISTRICT**

Developer and Sanitary and Improvement District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Developer and District in accordance with their respective terms.

**SECTION XXX.  
RECORDING OF AGREEMENT WITH REGISTER OF DEEDS**

This Agreement shall be recorded at the office of the Register of Deeds of Sarpy County, Nebraska at the expense of the Developer.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in triplicate on the dates indicated with the signatures below.

Executed by City of Springfield this 12<sup>th</sup> day of February, 2021.

CITY OF SPRINGFIELD, NEBRASKA,  
A Political Subdivision

Robert Kordahl  
Mayor

Attest:

Kathleen R. Cotton  
Springfield City Clerk

Approved as to form:

William E. Suddeth  
Springfield City Attorney

Executed by District this 3<sup>rd</sup> day of February, 2020.

SANITARY & IMPROVEMENT DISTRICT  
No. 348 of Sarpy County, Nebraska

Shirley M. Muen  
Chairperson, Board of Trustees

Attest:

[Signature]  
Clerk, Board of Trustees

Executed by Developer this 2<sup>nd</sup> day of February, 2020.

Developer:  
MADDAD LAND, LLC

Annmaria Dreyer  
Managing Member

## EXHIBIT LIST

- Exhibit A – Final Plat
- Exhibit B – Sanitary Sewer Improvement Plans
- Exhibit C – Storm Sewer Improvement Plans
- Exhibit D – Water Improvement Plans
- Exhibit E – Grading Plans
- Exhibit F – Sarpy County Road Agreement
- Exhibit G – Sewer Agreement with City
- Exhibit H – Water Agreement with City
- Exhibit I – Landscape Plan
- Exhibit J – Bylaws of Property Owner's Association
- Exhibit K – Articles of Incorporation of Property Owner's Association
- Exhibit L – Easement, Agreement to Dedicate Right-of-Way, and Joint Use Agreement
- Exhibit M – Traffic Study

# Exhibit A - Final Plat

FILED SARPY COUNTY, NEBRASKA  
 FILE NUMBER  
 2021-06968  
 02/23/2021 02:35:57 PM \$50.00  
 Deb Houghaling  
 COUNTY CLERK

## SPRINGFIELD COMMERCE

LOTS 1, 2, 3, AND 4 AND OUTLOTS A AND B

BEING A PLATTING OF PART OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 23, T13N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

SETBACK REQUIREMENTS				
ZONING	FRONT YARD	SIDE YARD	STREET SETBACK	REAR YARD
BH	75'	0'	15'	25'
U	25'	0'	25'	15'

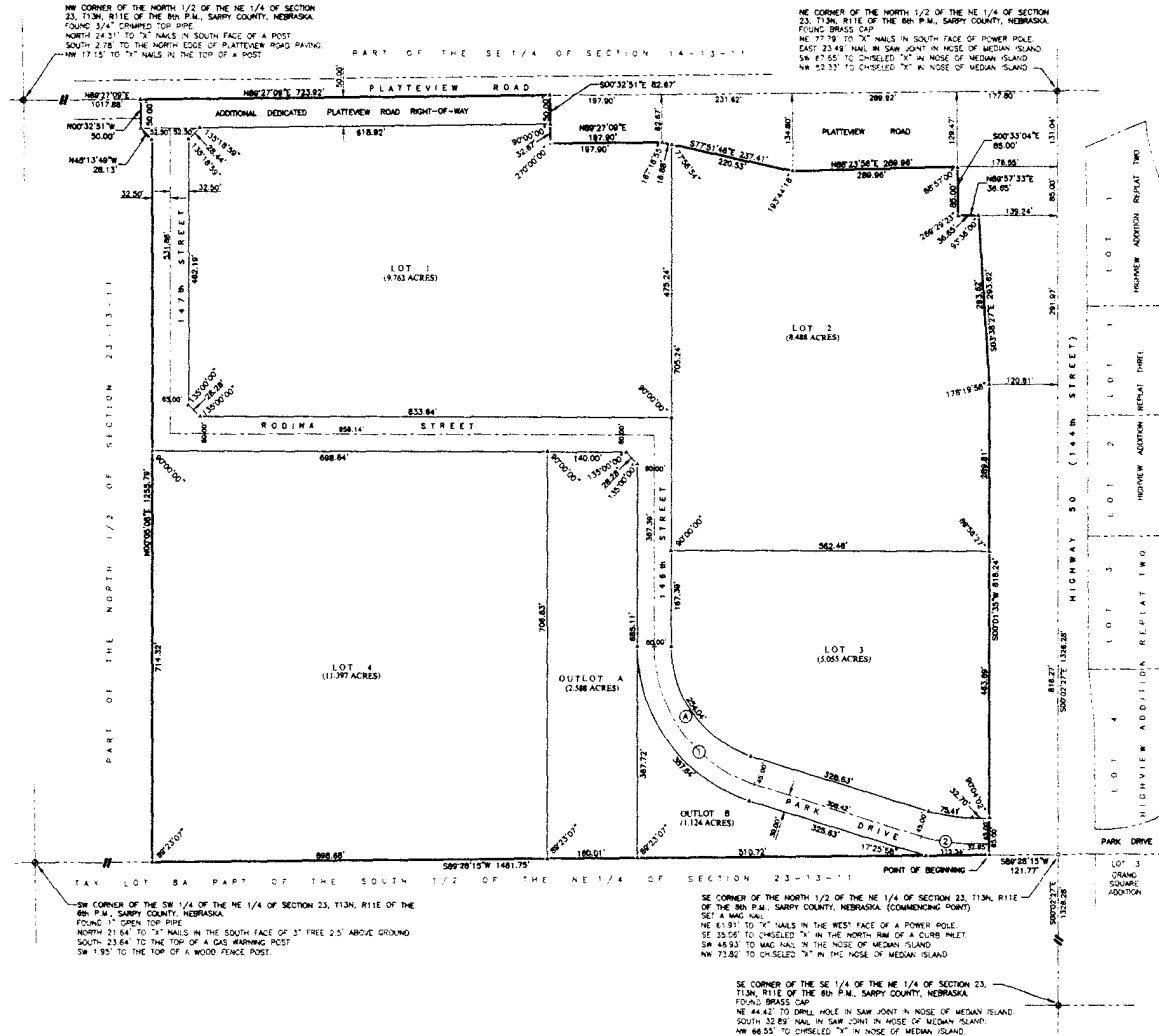
### NOTES

- THERE WILL BE NO DIRECT VEHICULAR ACCESS TO HIGHWAY 50 (144th STREET) FROM LOTS 2 AND 3.
- THERE WILL BE NO DIRECT VEHICULAR ACCESS TO PLATTEVIEW ROAD FROM LOTS 1 AND 2.
- OUTLOT B WILL PROVIDE POST CONSTRUCTION STORMWATER MANAGEMENT FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY THE SANITARY SEWER AND IMPROVEMENT DISTRICT.
- OUTLOT B WILL BE MAINTAINED AS GREEN SPACE AND BE RESERVED FOR A FUTURE ACCESS POINT FROM THE ADJACENT PROPERTY TO THE SOUTH. IT WILL BE OWNED AND MAINTAINED BY THE SANITARY SEWER AND IMPROVEMENT DISTRICT.

CURVE/CLINE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
1	72°10'58"	319.32	185.81	300.00
2	16°54'40"	88.73	44.99	300.00

PROPERTY LINE CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
A	27°10'58"	254.04	147.86	190.88

- LEGEND**
- CORNERS FOUND
  - CORNERS SET
  - CORNERS TO BE SET WHEN GRADING IS FINISHED



**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT ALL GRADING HAS BEEN COMPLETED. PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITH SAID SURVEYOR TO BE KNOWN AS SPRINGFIELD COMMERCE LOTS 1, 2, 3 AND 4 AND OUTLOTS A AND B, BEING A PLATTING OF THAT PART OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 23, T13N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF SAID NORTH 1/2:

THENCE S86°28'15"W (ASSUMED BEARING) 121.77 FEET TO THE SOUTH LINE OF SAID NORTH 1/2 TO THE WEST LINE OF HIGHWAY 50 AND THE POINT OF BEGINNING.

THENCE CONTAINING S86°28'15"W 1481.75 FEET ON THE SOUTH LINE OF SAID NORTH 1/2;

THENCE N125°58' TO A POINT 70.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTH 1/2;

THENCE N45°13'48" 28.13 FEET TO A POINT 50.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTH 1/2;

THENCE S00°32'51" 85.47 FEET TO THE NORTH LINE OF PLATTEVIEW ROAD;

THENCE N89°27'00" 187.80 FEET ON THE NORTH LINE OF SAID NE 1/4;

THENCE S00°32'51" 237.41 FEET ON THE SOUTH LINE OF PLATTEVIEW ROAD;

THENCE N89°27'00" 288.08 FEET ON THE SOUTH LINE OF PLATTEVIEW ROAD TO THE WEST LINE OF HIGHWAY 50;

THENCE S00°33'04" 85.00 FEET ON THE WEST LINE OF HIGHWAY 50;

THENCE N89°27'00" 36.00 FEET ON THE WEST LINE OF HIGHWAY 50;

THENCE S03°32'12" 293.82 FEET ON THE WEST LINE OF HIGHWAY 50 TO THE POINT OF BEGINNING.

THENCE S00°13'57" 818.24 FEET ON THE WEST LINE OF HIGHWAY 50 TO THE POINT OF BEGINNING.

CONTAINING 42.886 ACRES MORE OR LESS.

MAY 27, 2020.  
 DATE

**DEDICATION**

UPON ALL MEN BY THESE PRESENTS: THAT WE, MADRID LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND IDENTIFIED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS AND OUTLOTS TO BE KNOWN, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SPRINGFIELD COMMERCE, AND WE DO HEREBY RAISE AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER AND LIGHT COMPANY AND ANY COMPANY WHICH HAS BEEN ORNAMED OR FORMED TO PROVIDE A CABLE, TELEPHONE SYSTEM OR ANY OTHER SERVICE TO BE SUBMITTED BY THEIR SUCCESSORS AND ASSIGNS TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW PIPES, WIRES, CROSSINGS, POLES, GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRICITY OR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUND OF ALL KINDS AND ANY RECORD THEREON, INCLUDING A CABLE TELEVISION SYSTEM AND ANY RECORD THEREON, THROUGH THE AIR RIGHTS AND THROUGH LAND AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT LOT LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SECTION (16) FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SECTION (16) FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER AND THEIR SUCCESSORS AND ASSIGNS TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, WIREMANS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER OR THROUGH UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CURB-DE-SAC STREETS AND ALONG ALL PLAT FRONTAGES OF ALL LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE LAND MAY BE USED FOR GARDENS, BURNING, STORAGE, RECREATION AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE ABOVE SAID USES OR RIGHTS HEREBY GRANTED.

MADRID LAND, LLC  
 A NEBRASKA LIMITED LIABILITY COMPANY  
 BY: *John Meyers*  
 JOHN MEYERS, MEMBER



thompson, dressen & dorrier, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 t2d.co.com

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF February, 2021 BY JOHN MEYERS, MEMBER OF MADRID LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AN OWNER OF SAID SECTION.

*John Meyers*  
 John Meyers

**SARPY COUNTY TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENTERED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS 27th DAY OF February, 2021.

*Jan L. Lane*  
 Jan L. Lane  
 Notary Public

**APPROVAL OF THE SPRINGFIELD CITY PLANNING COMMISSION**

THIS PLAT OF SPRINGFIELD COMMERCE WAS APPROVED BY THE SPRINGFIELD CITY PLANNING COMMISSION THIS 18th DAY OF February, 2021.

*Jan L. Lane*  
 ATTEST: SECRETARY OF PLANNING COMMISSION

**APPROVAL OF THE SPRINGFIELD CITY COUNCIL**

THIS PLAT OF SPRINGFIELD COMMERCE WAS APPROVED BY THE CITY COUNCIL OF SPRINGFIELD, NEBRASKA THIS 18th DAY OF February, 2021.

*Robert Roseland*  
 ATTEST: CITY CLERK: KATHLEEN OUTSON

**APPROVAL OF THE SPRINGFIELD CITY ENGINEER**

THIS PLAT OF SPRINGFIELD COMMERCE WAS APPROVED BY THE SPRINGFIELD CITY ENGINEER THIS 27th DAY OF February, 2021.

*Robert Roseland*  
 ATTEST: CITY ENGINEER

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

THIS PLAT OF SPRINGFIELD COMMERCE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS 27th DAY OF February, 2021.

*Michael R. Sbarda*  
 SURVEYOR

SPRINGFIELD COMMERCE LOTS 1, 2, 3, AND 4 AND OUTLOTS A AND B

Revision Dates

No.	Description	MM-DD-YY

Job No.: C179-126C  
 Drawn By: RJR  
 Reviewed By: JDW  
 Date: MAY 27, 2020  
 Book:  
 Page:

Sheet Title

SPRINGFIELD, NEBRASKA  
 SARPY COUNTY  
 FINAL PLAT

Sheet Number

SHEET 1 OF 1

2021-06968



# Exhibit B – Sanitary Sewer Improvement Plans

## SPRINGFIELD COMMERCE LOTS 1 THROUGH 6 AND OUTLOTS A AND B SARPY COUNTY, NEBRASKA

**SUBDIVIDER**

MADDAD HOLDINGS, LLC  
10504 SOUTH 14TH STREET  
OMAHA, NE 68138

**ENGINEER**

THOMPSON, DREESSEN & DORNER  
12400 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-339-8800








**LEGAL DESCRIPTION**

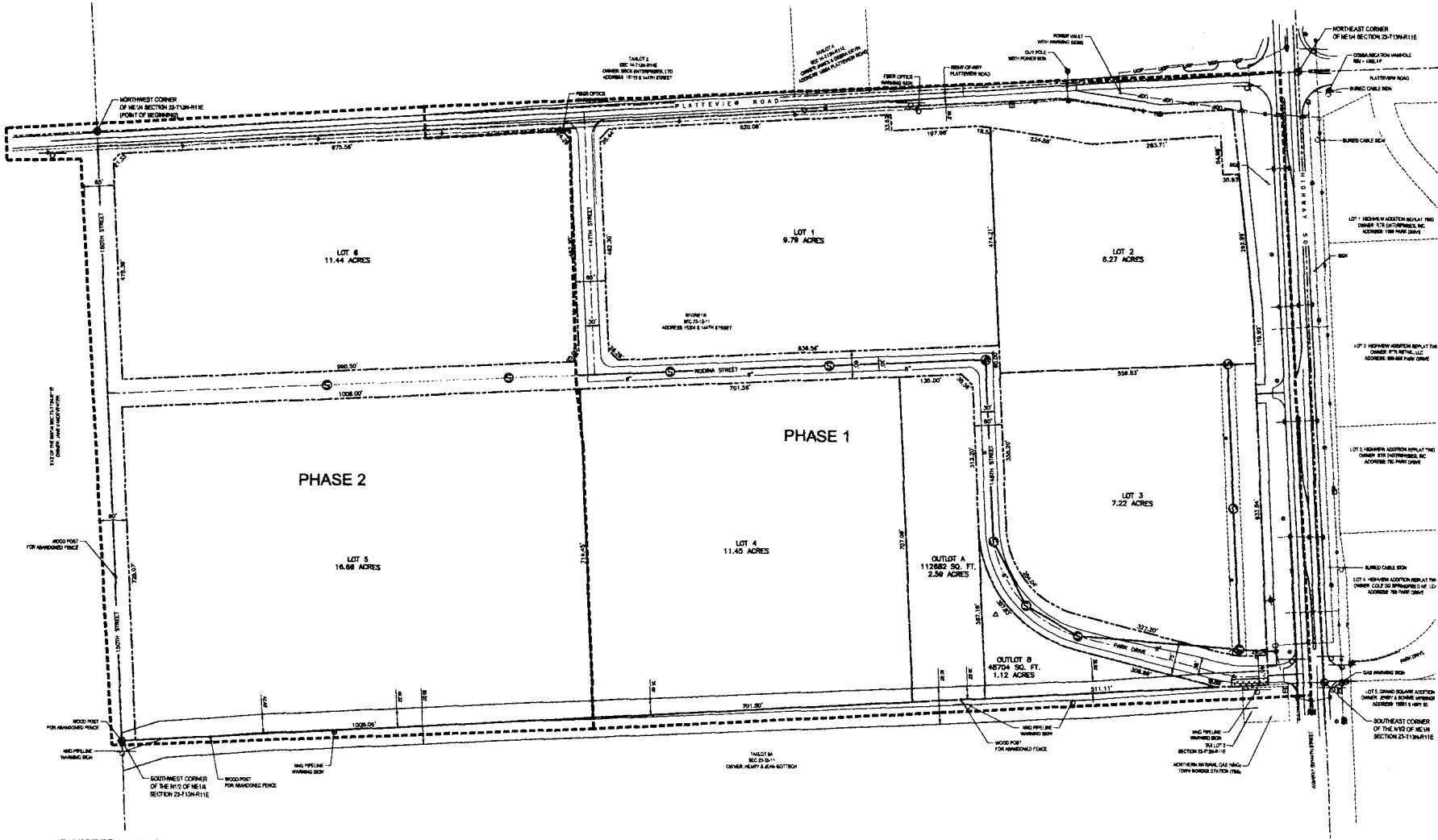
LOTS 1 THROUGH 6 AND OUTLOTS A AND B, BEING A PLATTING OF THE N1/2 OF THE NE 1/4 OF SECTION 23, T19N, R11E OF THE 8TH P.M., SARPY COUNTY, NEBRASKA

**NOTES**

1. EXISTING ZONING IS AG. PROPOSED ZONING IS U1 FOR LOTS 1 AND 4-6 AND B1 FOR LOTS 2, 3, AND OUTLOTS A AND B.
2. CITY/PLAT ZONING DISTRICT IS P60 FOR LOTS 1-4 AND OUTLOTS A AND B AND C61 FOR LOTS 5 AND 6.
3. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 5' INTERVALS.
4. WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
5. GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT (MUD).
6. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
7. TYPICAL UTILITY SETTINGS WILL BE INDICATED WITH THE FINAL PLAN.
8. IMPROVEMENT FOR PAVE DRIVE: 14TH STREET AND 10TH STREET SHALL BE 30" WIDE, 8" THICK TYPE 12.521 PAVEMENT.
9. NO DIRECT ACCESS TO HIGHWAY 50 OR PLATTENAVEN ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
10. OUTLOT A WILL PROVIDE POST CONSTRUCTION STORMWATER MANAGEMENT FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY THE SOI.
11. OUTLOT B WILL BE MAINTAINED AS GREEN SPACE AND BE RESERVED FOR A FUTURE ACCESS POINT FROM THE ADJACENT PROPERTY TO THE SOUTH. IT WILL BE OWNED AND MAINTAINED BY THE SOI.

**LEGEND**

-  PROPOSED SANITARY SEWER
-  PROPOSED EASEMENT/ACCESS EASEMENT
-  PROPOSED DRAINAGE EASEMENT
-  PROPOSED SEWER EASEMENT
-  NO EASEMENT/ACCESS OVER CONTROLLED ACCESS
-  NO EASEMENT/ACCESS OVER CONTROLLED ACCESS BOOK 46, PAGE 306
-  PERMANENT EASEMENT BOOK 46, PAGE 283



**TD2**  
THOMPSON, DREESSEN & DORNER, INC.  
10636 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8800 www.td2co.com

Springfield Commerce

MADDAD Holdings, LLC

No.	Description	NMA-DED-TTY

Drawn By: MEM      Reviewed By: DEK  
Job No.: 179-126      Date: 8-10-20

**Sanitary Sewer Improvement Plans**

Exhibit B







## Exhibit F – Sarpy County Road Agreement

### DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter “Agreement”) is made and entered into as of the dates indicated at the signatures below by and between MADDAD Land, LLC (hereinafter “Developer”), and the County of Sarpy, State of Nebraska (hereinafter “County”). Collectively, Developer and County are hereinafter sometimes referred to as the “Parties.”

#### WITNESSETH:

WHEREAS, Developer, to acquire a parcel of land consisting of approximately 80 acres in Sarpy County, Nebraska, generally located at southwest corner of Highway 50 and Platteview Road, and legally described in Exhibit “A”, attached hereto and incorporated by reference herein (hereinafter “Property”), and, if Developer acquires the Property, could undertake the development of a portion of the Property (the “Project”).

WHEREAS, the Project will bring added traffic to the vicinity of the Project, which necessitates certain road improvements to Platteview Road as described in this Agreement. The County has authority and control over the portion of Platteview Road to be improved as described in this Agreement, and, in the interest of maintaining the public health, safety, and welfare, County desires to assure that the installation of such road improvements shall be in accordance with the County’s requirements. The Parties desire to set forth terms and conditions for the road improvements to Platteview Road as set forth in this Agreement.

WHEREAS, it is in the best interests and would be mutually advantageous to the County and Developer to improve, pursuant to this Agreement, a portion of Platteview Road as shown on the map attached hereto as Exhibit “B” and incorporated herein by this reference (the “Platteview Road Improvements”).

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties hereto, each intending to be legally bound, do hereby mutually agree as follows:

1. Platteview Road Improvements. The Platteview Road Improvements may be constructed in two Phases. Phase One shall consist of the construction of a westbound turn lane on Platteview Road at 147th Street. Phase Two shall consist of the construction of an eastbound right turn lane on Platteview Road at 147th Street, widening of 147th street to allow for a northbound left and right turn lane, and the installation of a traffic signal at 150th Street and Platteview Road (collectively the “Phase Two Improvements”), provided that the installation of the traffic signal shall be subject to any applicable warrant requirements and, provided further that in the event Developer becomes obligated under the provisions of the Subdivision Agreement between Developer and the City of Springfield to construct all or any portion of the Phase Two Improvements during Phase One then Developer shall also be obligated to County to construct such improvements during Phase One. Both phases shall

include all appurtenant or necessary actions associated with the above in order to complete the construction in accordance with the Phased Development Plan shown in Exhibit "A". Additionally, the Platteview Road Improvements may also include, without limitation, design, plans, specifications, engineering, any environmental studies or documentation, acquisition of additional right of way, change of grade, portland cement, relocation of utilities, installation of curbing and storm sewers or other drainage facilities, grading, paving, and related improvements, in each case to the extent applicable.

2. Plans and Design. The plans and specifications for the Platteview Road Improvements ("Plans and Specifications") shall be submitted to the County Engineer for County's review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The County Engineer of his or her designee will review such Plans and Specifications within fifteen (15) business days after the same are submitted to the County Engineer or his or her designee.

3. Construction. Subject to Section 9 below, Developer shall cause the Platteview Road Improvements to be constructed in accordance with the final Plans and Specifications. During the course of the construction, the County may inspect at any reasonable time the work to ensure compliance with the final Plans and Specifications. The Parties hereto agree that the County will own, operate and, at its cost, maintain all of Platteview Improvements constructed or installed within the right-of-way upon completion until such time as these obligations are passed to another entity by operation of law, except for any sidewalk or bike trail. Developer shall maintain all sidewalks and bike trails. Developer's contracts with third parties pertaining to the construction of Platteview Road Improvements shall require full and faithful adherence to the Plans and Specifications for the work.

4. Guarantee Period. Prior to the start of construction, all contractors performing work on the Platteview Road Improvements pursuant to this Agreement shall furnish a performance bond to the Developer, which shall remain in full force and effect for a period of two (2) years following acceptance of construction by Developer ("Guarantee Period"). Said performance bond shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law. Additionally, all contractors performing work on the Platteview Road Improvements discussed herein shall expressly guarantee the work and materials described herein during the Guarantee Period. Further, Developer shall require all contractors to (1) agree to correct and repair promptly all failures of any kind during the Guarantee Period and (2) deliver the work or materials in all respects in good condition and repair. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Platteview Road Improvements shall have no recourse against County 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 Platteview Road Improvements, construction oversight of the Platteview Road

Improvements, or the design or preparation of plans and specifications for the Platteview Road Improvements.

- a. Failure to Make Repairs. If at any time within the Guarantee Period, the work performed by Developer in connection with the Platteview Road Improvements shall, in the reasonable judgment of the County, require such repairs or reconstruction as above set out, County shall notify the Developer. Should the Developer refuse or neglect to begin to make such repairs within thirty (30) business days from the date of serving such notice, the County shall have the right to cause such repairs or reconstruction to be made in such a manner as County shall deem best, and the cost thereof shall be paid by the Developer and Developer's sureties.
- b. Compliance with Laws. The Developer shall comply with all federal and state laws and County regulations and ordinances applicable to the work to be performed by Developer hereunder.

5. SARPY COUNTY ENGINEER SIGNATURE REQUIRED. THE SARPY COUNTY ENGINEER OR HIS DESIGNEE IS REQUIRED TO SIGN THE FINAL CONSTRUCTION PLANS AND SPECIFICATIONS PRIOR TO BID ADVERTISEMENT WHICH SUCH SIGNING SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED. DEVELOPER SHALL NOT ADVERTISE FOR A CONSTRUCTION BID UNTIL THE SARPY COUNTY ENGINEER OR HIS DESIGNEE APPROVES THE CONSTRUCTION PLANS AND SPECIFICATIONS IN WRITING. IF THE SARPY COUNTY ENGINEER OR HIS DESIGNEE'S SIGNATURE IS NOT ON SAID CONSTRUCTION PLANS AND SPECIFICATIONS PRIOR TO BID ADVERTISEMENT, THE PARTIES AGREE THAT SARPY COUNTY SHALL HAVE NO FINANCIAL OBLIGATIONS FOR THE IMPROVEMENTS ADDRESSED WITHIN THIS AGREEMENT.

6. Construction Standards. As between County and Developer, Developer shall be solely responsible for the construction, construction administration, construction management and staking of the Platteview Road Improvements. All construction shall comply with the current edition of the State of Nebraska Department of Roads Standard Specifications for Highway Construction, the current edition of City of Omaha's Standard Specifications for Public Works Construction and the provisions set out in this Section 6 below.

- a. Road Closing. The closing of Platteview Road shall not be permitted without the prior approval of the Sarpy County Engineer or his or her designee, such approval not to be unreasonably withheld, conditioned or delayed. The Sarpy County Engineer or his or her designee agrees to review and respond to Developer's request for such road closing within five (5) business days after receipt of a request from Developer. Following County approval to close the road, it shall be Developer's responsibility to perform the road closing as described in Developer's request.
- b. Notification. Developer shall provide forty-eight (48) hours notification prior to commencing any work within the right-of-way of Platteview Road, telephone 402-537-6900.

c. Open Cuts of Road. No open cuts of hard-surfaced roads will be allowed, except by express written permission from the Sarpy County Engineer. If an open cut is allowed, on concrete roadways, the Developer shall replace panel(s) according to the reasonable requirements of the Sarpy County Public Works. If an open cut is allowed on asphalt roadways, the Developer shall make an opening 1'-0" larger on all sides. Depth of replacement surfacing shall be 2" greater than the existing surface thickness. It is the responsibility of the Developer to whom the permit was issued to replace the surfacing material. Surfacing material will be as follows: All material shall conform to the requirements of the current edition and any revisions or amendments thereto of the "City of Omaha Standard Specifications for Public Works Construction" and/or the current edition and any revisions or amendments thereto of the "Nebraska Department of Roads Standard Specifications for Highway Construction." Material exceptions must be approved by the Sarpy County Engineer, who shall not unreasonably withhold, condition or delay such approval.

d. Backfill Requirements. Backfill of open trenches shall be placed in lifts not exceeding eight (8) inches uncompacted thickness and each layer shall be mechanically compacted at optimum moisture content of 18%, or unless otherwise dictated by geotechnical recommendations. In order to prevent excessive settlement or shrinkage, density of backfill shall be at least 95% of, or equal to, the existing undisturbed ground, unless otherwise dictated by geotechnical recommendations and/or standard construction specifications listed in Part c of this Section 6. Compaction tests shall be required with tests results given to Public Works for their records. The Test results shall be submitted to the Public Works department along with notification of project completion. Photos shall also be submitted to Public Works showing before, during, and after construction. No backfilling shall take place in freezing weather except with the permission of the Sarpy County Engineer, which permission shall not be unreasonably withheld, conditioned or delayed; and, no backfill shall be made with frozen materials.

e. Final Grading. All disturbed areas shall be left in a condition as near to original as possible (grading, rock replacement, seeding or sod). Developer shall maintain all disturbed areas for a 6-month period following the completion of work and notification from Developer that the work has been complete. At any time within the 6-month time period the Developer will be notified by Public Works if any re-compaction in the construction area or road material (i.e., rock, gravel, etc.) is to be repaired or replaced.

f. Tunneling or Boring. Installation of lines under the traveled portion of existing hard-surfaced highways must be accomplished by jacking, tunneling or dry boring from the toe of the fill slope to the toe of the opposite fill slope per the Sarpy County Public Works. The diameter of the hole shall not exceed the diameter of casing or pipe by more than 1 ½ inches on pipes with an inside diameter of 12 inches or less, or 2 inches



on pipes with an inside diameter greater than 12 inches. Voids outside pipe or casings which exceed these limitations shall be pressure grouted. This shall include all abandoned or misaligned holes. Any deviations from a dry - boring method must be approved by the Sarpy County Engineer, such approval not to be unreasonably withheld, conditioned or delayed.

- g. Trenching. Trenching across gravel roads will not be permitted without the approval of the Sarpy County Engineer (which approval shall not be unreasonably withheld, conditioned or delayed) and only provided it is accomplished in increments of one - half of the roadway at a time. At least one - half of the traveled width of the roadway shall be kept open and free of obstructions at all times.
- h. Barricades. Developer shall be responsible for all barricading necessary in connection with the construction of the Platteview Road Improvements. All such barricades shall conform to the barricading standards, specifications, methods and materials of the Manual on Uniform Traffic Control Devices.
- i. Horizontal Clearance for Ground - Mounted facilities. Rural Areas - Poles, Guy anchors, Pedestal Boxes, Fire Hydrants and other above ground facilities shall be located as close to the right-of-way line as possible.  
  
Rural Areas - Any facilities that are to be placed closer than fifteen (15) feet from the edge of the traveled way will need to be approved by the Sarpy County Engineer prior to their installation, which approval shall not be unreasonably withheld, conditioned or delayed.  
  
Urban Areas - Cities, towns and urban areas where curb sections exist, hydrants and rigid poles may be located back of sidewalk or a minimum of six (6) feet.  
  
Manholes - All manholes shall be placed outside of the traveled way where possible. Manholes placed outside of the traveled way and located within the shoulder of any rural roadway shall be placed a minimum of 6 inches below the surface. To avoid any maintenance machinery.
- j. Certificate of Substantial Completion. At the time Developer has substantially completed the construction of the Platteview Road Improvements, Developer shall schedule an inspection with the Sarpy County Public Works Department. After said inspection, Developer shall file a Certificate of Substantial Completion with the Sarpy County Public Works Department at the substantial completion of the construction of the Platteview Road Improvements in the form attached as Exhibit "C" hereto (the "Certificate of Substantial Completion") and County shall review and respond to Developer's filing of the Certificate of Substantial Completion within ten (10) business days thereafter, which approval shall not be unreasonably withheld, conditioned or delayed.

7. Payment of Costs of Springfield Commerce Road Improvements. As between Developer and County, Developer shall be responsible for one hundred percent (100%) of the cost of the Platteview Road Improvements.

8. Abandonment of Development. In the event Developer, in its sole and absolute discretion, Abandons Development Plans (as hereinafter defined), by written notice to County, and Developer has completed or is in the process of having designs, plans and/or specifications prepared, acquiring right-of-way or easements, or performing any other necessary work prior to the completion of bid letting or notice to proceed with the construction, Developer shall be solely responsible for the entirety of all such costs incurred. "Abandons Development Plans" shall be defined as Developer electing, in its sole and absolute discretion, to no longer develop the Property or failure of the Developer to execute and record the Final Plat of the Property and enter into all of the necessary development agreements for the development of the Property within one (1) year of County's execution of this Agreement. In the event Developer Abandons Development Plans after Developer has commenced construction of the Platteview Road Improvements, then County and Developer, each acting reasonably and in good faith, will promptly determine a safe, reasonable and logical termination point for such construction (each a "Termination Point") and the Developer will complete construction to such Termination Point. Developer shall be solely responsible for paying any fees or other costs related to planning and performance of this Section 8.

9. Completion of Platteview Road Improvements. It is the mutual desire and intention of the Parties that Phase One of the Platteview Road Improvements shall correspond with the approval and filing of the Phase One Final Plat and is anticipated to commence in the fall of 2020. It is further intended that Phase Two of the Platteview Road Improvements shall be completed within one year of the filing of the Phase Two Final Plat with the Sarpy County Register of Deeds. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner in accordance with the estimated project schedule shown in Exhibit "D", which is attached hereto and incorporated herein by this reference (the "Estimated Project Schedule").

Construction of Phase One Platteview Road Improvements shall commence within three (3) years of the date of the County signature of this Agreement (the "Commencement Deadline"). If construction of Phase One Platteview Road Improvements have not commenced on or before the Commencement Deadline, Developer shall be required to resubmit the Plans and Specifications with the County Engineer for new review, written approval, and signature. Should the original Plans and Specifications no longer conform to the standard of the County in place at the time they are resubmitted, they shall be required to be updated for compliance before approval and signature will be granted.

Construction of Phase Two Platteview Road Improvements shall be completed within one year of the filing of the Phase Two Final Plat with the Sarpy County Register of Deeds, except that construction of the traffic signal at 150<sup>th</sup> Street and Platteview Road may be postponed until any applicable warrant requirements have been met. If Phase Two Platteview Road Improvements have not commenced before the Commencement Deadline, Developer shall be required to resubmit any approved Plans and Specifications to the County Engineer for new review, written approval, and signature. Should the original Plans and Specifications no longer conform to the standard of the County in place at the time they are resubmitted, they shall be required to be updated for compliance before approval and signature will be granted. For the purposes of this Section 9, Construction of Platteview Road Improvements shall mean the Developer contractor has physically started to construct the appropriate phase of the Platteview Road Improvements as described herein.

10. Land Acquisition and Utility Relocation. The Developer shall be responsible for the acquisition of any necessary right of way and easements that are required for the grading and construction of the Platteview Road Improvements. The Developer will be responsible for the cost and coordination of any utility relocation that may be necessary to perform the grading and construction in accordance with the final Plans and Specifications.

11. Duration. This Agreement shall continue until the expiration of the Guarantee Period for the Platteview Road Improvements and an inspection has been conducted by the County Engineer and the Certificate of Completion shall have been duly issued or approved by the County. This Agreement and the obligations set out herein shall continue in full force and effect notwithstanding any annexation by any city or political subdivision of the State of Nebraska.

12. Bond. County and Developer acknowledge that Developer's contractor, will provide a Performance, Payment and Guarantee Bond for the benefit of the Developer for the Platteview Road Improvements and that the Platteview Road Improvements will be publicly bid. Developer agrees to use and apply bond for the use and benefit of the County for the faithful performance of this Agreement, and for the payment of all laborers employed in the performance of the Platteview Road Improvements, and for the payment of all damages which the County may sustain by reason of any failure to perform the Platteview Road Improvements in the manner stipulated by the final Plans and Specifications.

13. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

14. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties.

15. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

16. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

17. Notice. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Party to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Either Party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Party to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:

MADDAD Land LLC  
10064 S 134<sup>th</sup> St.  
Omaha, NE 68138

With copies to:

Jeff Farnham  
Farnham & Griffin PC, LLO  
220 N 89<sup>th</sup> St., Suite 201  
Omaha, NE 68114

For County:

County Clerk, Sarpy County  
1210 Golden Gate Dr., #1250  
Papillion, NE 68046

With Copies to:

Denny Wilson, Sarpy County Engineer  
Public Works Department, Sarpy County  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

18. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.

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

20. Indemnification. Developer shall indemnify and hold County, its officers, officials, and employees harmless from any and all third party claims, demands, payments, liabilities, injuries, damages, losses, or suits (collectively, "Claims") arising out of or in connection with the activities of Developer, its agents, representatives, and contractors in the performance of this Agreement; provided, however, that nothing in this Section 20 shall obligate Developer to indemnify and hold County, its officers, officials and employees harmless from any Claims arising out of or in connection with County's or its officers', officials' and employees' own negligence or intentional misconduct.

21. Assignment. This Agreement and the covenants, warranties and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. Developer shall have the right to assign this Agreement to an affiliate of Developer, to a successor in title to the Property, or to a Sanitary and Improvement District formed for the purpose of constructing the public infrastructure on the Property. Developer shall provide written notice to County of any assignment of this Agreement. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns.

22. Applicability of Interlocal Cooperation Act. Should the Agreement be assigned to an entity which is subject to the provisions of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., in addition to all proceeding terms to the this agreement, the following provisions shall apply:

- a. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.
- b. No Taxing Authority. This Agreement does not authorize the levy or collection of any taxes whatsoever. This provision in no way prohibits the entities from separately levying or collecting taxes as otherwise provided for by law.

[The next page is the signature page.]

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed on the dates indicated with the signatures below.

Executed by Sarpy County this 23rd day of February, 2021, ~~2020~~.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

*David R. Kelly*  
Chairperson, Board of Commissioners



Attest:

*Debra J. Houshaling*  
Sarpy County Clerk

Approved as to form:

*Marla Spitzberg*  
Sarpy County Attorney

Executed by Developer this 2<sup>nd</sup> day of February, 2024.

MADDAD Land, LLC

By: Amara Deagen

Title: Managing Member



# SPRINGFIELD COMMERCE

## LOTS 1 THROUGH 6 AND OUTLOTS A AND B

### SARPY COUNTY, NEBRASKA

#### LEGEND

EXISTING CONTOURS	PROPOSED DRAINAGE EASEMENT
PROPOSED STORM SEWER	PROPOSED SENIOR EASEMENT
PROPOSED BATTERY SEWER	20 FOOT PAVEMENT EASEMENT BOOK 37, PAGE 306
PROPOSED WATER MAIN	60 ACRES/ADNESS OVER CONTROLLED ACCESS BOOK 48, PAGE 263
SETBACK LINE	PAVEMENT EASEMENT BOOK 48, PAGE 263
PHASE LINE	
PROPOSED PAVEMENT	

**SUBDIVIDER**  
MADDAD HOLDINGS, LLC  
10204 SOUTH 134TH STREET  
OMAHA, NE 68138

**ENGINEER**  
THOMPSON, DRESSEHN & DORNER  
12400 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8800

**LEGAL DESCRIPTION**  
LOTS 1 THROUGH 6 AND OUTLOT A, BEING A PLATTING OF THE N 1/2 OF THE NE 1/4 OF SECTION 22, T40N, R17E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

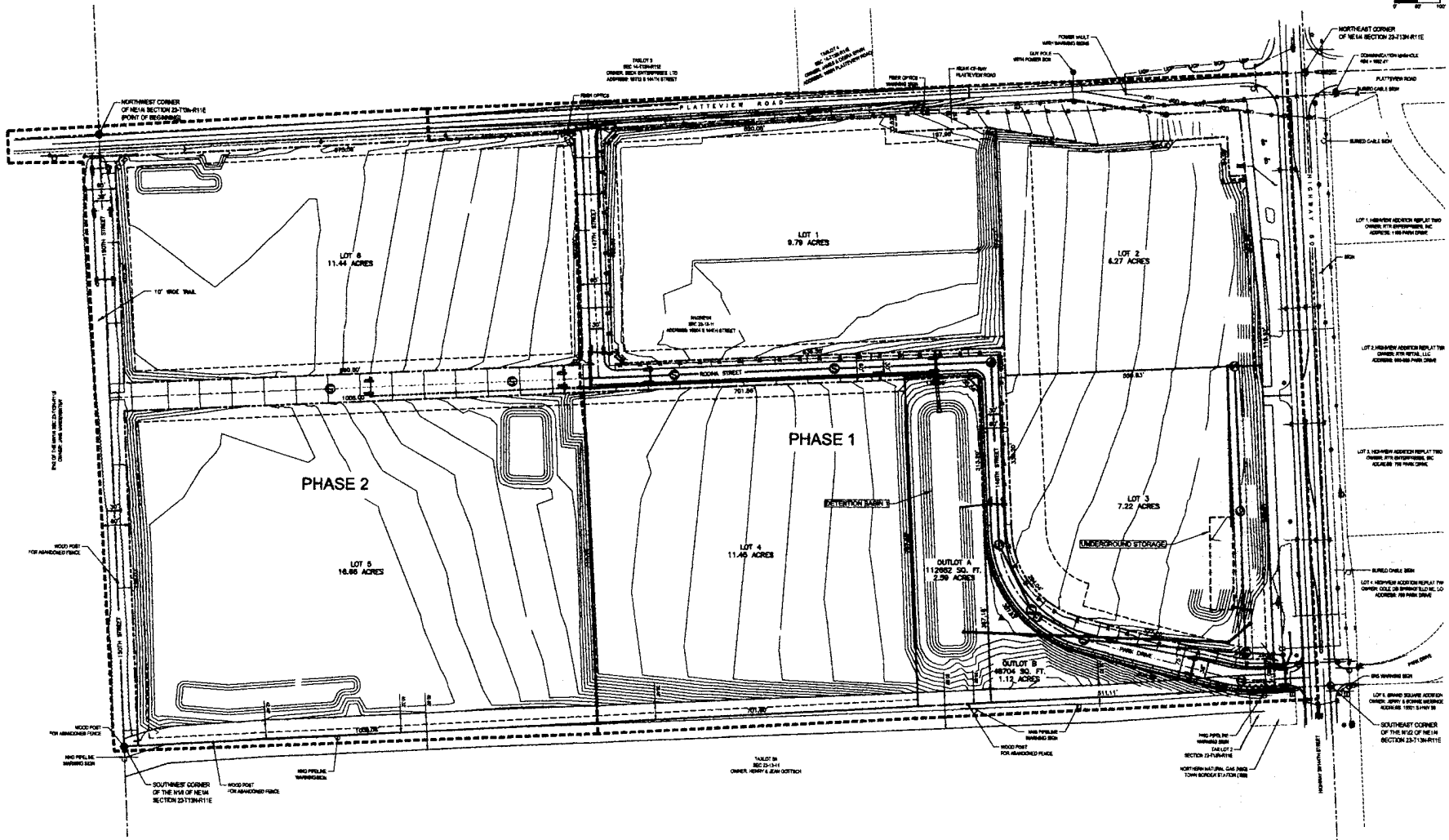
- #### NOTES
1. EXISTING ZONING IS A-2. PROPOSED ZONING IS U1 FOR LOTS 1 AND 4-6 AND B1 FOR LOTS 2, 3, AND OUTLOTS A AND B.
  2. OVERLAP ZONING DISTRICT IS WCO FOR LOTS 1-4 AND OUTLOTS A AND B AND CO FOR LOTS 5 AND 6.
  3. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
  4. WATER SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT (MUD).
  5. GAS SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
  6. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
  7. TYPICAL LOTSETBACKS SHALL BE COORDINATED WITH THE P&ID.
  8. PAVEMENT FOR PARK DRIVE, 147TH STREET AND 150TH STREET SHALL BE 30' WIDE, 8-INCH THICK 5-5-20 PAVEMENT.
  9. NO DIRECT ACCESS TO HIGHWAY 80 OR PLATVIEW ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
  10. OUTLOT A SHALL PROVIDE POST CONSTRUCTION STORMWATER MANAGEMENT FOR THE DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY THE DC.
  11. OUTLOT B SHALL BE MAINTAINED AS GREEN SPACE AND BE RESERVED FOR A FUTURE ACCESS POINT FROM THE ADJACENT PROPERTY TO THE SOUTH. IT WILL BE OWNED AND MAINTAINED BY THE DC.

#### TYPICAL SETBACK TABLE

ZONING	FRONT YARD	SIDE YARD	STREET SIDE YARD	REAR YARD
BH	75'	0'	15'	25'
LJ	25'	0'	25'	15'

#### Curve Table: Alignments

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	300.00'	318.33'	72° 18' 04"	186.82'
C2	300.00'	81.32'	17° 08' 14"	48.92'



## TD2

Thompson, Dressehn & Dornier, Inc.  
10636 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8800 www.td2co.com

Springfield Commerce

MADDAD Holdings, LLC

No.	Description	MM-DD-YY

Drawn By: MEM Reviewed By: DEK  
Job No.: 170-128 Date: 8-10-20

Preliminary Plat

Exhibit A

**SPRINGFIELD COMMERCE**  
**LOTS 1 THROUGH 6 AND OUTLOTS A AND B**  
**SARPY COUNTY, NEBRASKA**

**SUBDIVIDER**  
DAMMM LAND, LLC  
12004 SOUTH 124th STREET  
OMAHA, NE 68138

**ENGINEER**  
THOMPSON, GREENE & DORNER  
10835 OLD MIFF ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8800

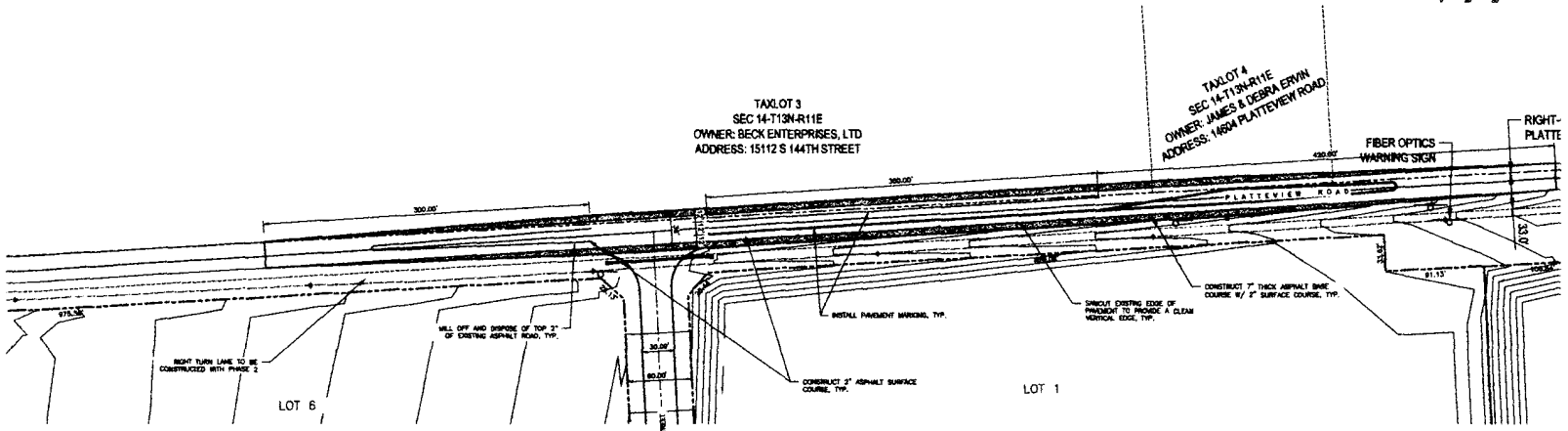
**LEGAL DESCRIPTION**  
LOTS 1 THROUGH 6 AND OUTLOTS A, B AND A PLATTING OF THE N 1/2 OF THE SE 1/4, OF SECTION 23, T11N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

**LEGEND**

- - - - - EXISTING CONTOURS
- \_\_\_\_ PROPOSED CONTOURS
- - - - - PROPOSED STORM SEWER
- [Pattern Box] PROPOSED PHASE 1 PAVEMENT
- [Pattern Box] PROPOSED PHASE 2 PAVEMENT



**Springfield Commerce**



**DAMMM Land, LLC**

No.	Description	MM-DD-YY

Drawn By: MEM Job No.: 179-128 Reviewed By: DEK Date: 3-9-20

**Platteview Road Exhibit**

**Exhibit B**



### CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Sarpy County

Owner's Project No.: C-77 (20-24)

Developer: Ryan Companies US, Inc.

Contractor: \_\_\_\_\_

Developer Engineer: \_\_\_\_\_

Project Name: Highway 50 to Prairie Corners (Willa)

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

All Work

The following specified portions of the Work:

\_\_\_\_\_ **Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Developer, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Developer to complete all Work in accordance with the Contract.

Amendments to Owner's responsibilities:

None

As follows

Amendments to Developer's responsibilities:

None

As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Plans and Specifications, nor is it a release of Developer's obligation to complete the Work in accordance with the Development Agreement.

EXECUTED BY ENGINEER:

RECEIVED:

By: \_\_\_\_\_  
(Authorized signature)

By:

Owner (Authorized Signature)

Developer (Authorized Signature)

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date:

EXHIBIT "D"  
DEVELOPMENT AGREEMENT  
SARPY COUNTY, NEBRASKA/MADDAD LAND, LLC  
ESTIMATED PROJECT SCHEDULE  
PLATTEVIEW ROAD IMPROVEMENTS

The Platteview Road Improvements will be constructed some time in 2021 as a part of the larger paving project for the Springfield Commerce Subdivision; the project will take approximately 30-60 days.

Exhibit G – Sewer Agreement  
with City

**SANITARY SEWER AGREEMENT**

This Agreement, made and entered into this 12<sup>th</sup> day of February, 2020, among MADDAD LAND, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Developer"), and SANITARY AND IMPROVEMENT DISTRICT NO. 348 of Sarpy County, Nebraska (hereinafter referred to as "District"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Developer, District and City have entered into a Subdivision Agreement; and  
WHEREAS, City operates its own sanitary sewer system; and  
WHEREAS, the land to be developed is outside of the current sanitary sewer system area of City; and  
WHEREAS, Developer and District wish to provide for a sanitary sewer system for the lots to be developed in Springfield Commerce, Phase 1.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

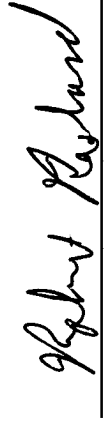
6. Developer, District and City have agreed to City providing 24,000 gallons per day (GPD) calculated at domestic loading rates. City shall have the right to monitor the quality of effluent from all premises. No industrial process water or high-strength waste shall be permitted. Domestic loading is hereby defined as less than 200 mg/L BOD and less than 250 mg/L TSS at the permissible hydraulic flow.
7. District shall have the right to designate which premises are eligible for sewer service and how much capacity they are eligible to receive. If sewer usage is exhausted before all lots are developed, further development cannot occur until additional sewer capacity is available. City is not obligated to add additional sewer capacity.
8. All individual consumers will pay for sanitary sewer service at 1.5 times the rate for consumers within the corporate limits of City.
9. Developer reserves the sanitary sewer system for Lots 1-4 and Outlots A and B and Developer and District will not develop any more than that number of lots without the written permission of City.
10. If no lot within District has become a sanitary sewer service customer of City within two years after the date of this Sanitary Sewer Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement, provided that (i) in the event a lot owner applies for a building permit for a permitted use during such two year period, and the City denies the application and does not issue the permit, or (ii) in the event a building permit has been issued and the building is under construction at the end of the two year period, but not yet a sanitary sewer service customer of the City, then this Agreement shall not terminate and City's obligations shall continue.
11. This Agreement shall terminate twenty-five (25) years after the date of this Sanitary Sewer Agreement and City shall have no further obligation under this Agreement.
12. This Agreement incorporates all of the terms of the Subdivision Agreement between Developer, District, and City.

Attest:

CITY OF SPRINGFIELD, NEBRASKA

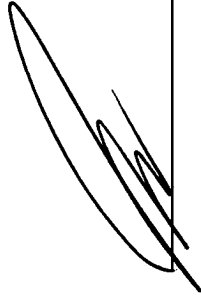
  
City Clerk

Date 2/12/21

By:   
Mayor

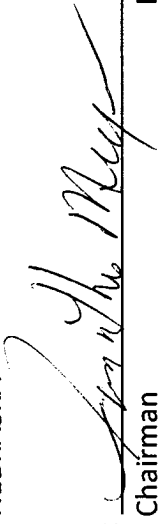
Date 2/12/21

Attest:



Date

SANITARY AND IMPROVEMENT  
DISTRICT NO. 348 OF SARPY COUNTY,  
NEBRASKA

By:   
Chairman Date

Attest:



Date

MADDAD LAND, LLC

By:   
Manager Date

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )

) ss.

COUNTY OF SARPY )

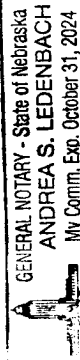
On this 12<sup>th</sup> day of February, 2020, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Kathleen Gottsch, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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



NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 23<sup>rd</sup> day of December, 2020, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Jonathan Meyers personally known by me to be the Chairman of Sanitary and Improvement District No. 348 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

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

Marcy M. Kastrick  
NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 23<sup>rd</sup> day of December, 2020, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Tamara Daeger, personally known by me to be the Manager of MADDAD Land, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Developer.

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

Marcy M. Kastrick  
NOTARY PUBLIC

(SEAL)

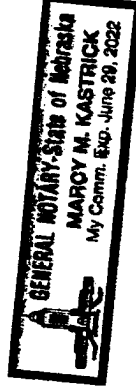




Exhibit H – Water Agreement  
with City

WATER AGREEMENT

This Agreement, made and entered into this 12<sup>th</sup> day of February, 2020, among MADDAD LAND, LLC, a Nebraska limited liability company (hereinafter referred to as “Developer”), and SANITARY AND IMPROVEMENT DISTRICT NO. 348 of Sarpy County, Nebraska (hereinafter referred to as “District”), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Developer, District and City have entered into a Subdivision Agreement; and  
WHEREAS, City operates its own water supply system; and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

6. All individual consumers will pay for water at 1.5 times the rate for consumers within the corporate limits of City.
7. Developer reserves the water supply for Lots 1-4 and Outlots A and B, and Developer and District will not develop any more than that number of lots without the written permission of City.
8. If no lot within District has become a water customer of City within two years after the date of this Water Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement, provided that (i) in the event a lot owner applies for a building permit for a permitted use during such two year period and the City denies the application and does not issue the permit, or (ii) in the event a building permit has been issued and the building is under construction at the end of the two year period, but not yet a sanitary sewer service customer of the City, then this Agreement shall not terminate and City's obligations shall continue.
9. This Agreement shall terminate twenty-five (25) years after the date of this Water Agreement and City shall have no further obligation under this Agreement.
10. The combined usage of all lots within the District shall not be more than 24,000 gallons per day of water that is discharged to the City's sewer system. Additional, separately metered, water can be used for water that is not discharged to the City's sewer system, such as separately metered lawn sprinklers.
11. This Agreement incorporates all of the terms of the Subdivision Agreement between Developer, District, and City.

Attest: CITY OF SPRINGFIELD, NEBRASKA

*Kathleen R. Cottrell*      2/12/21      Date  
City Clerk

By: *Robert Paulson*      2/12/21      Date  
Mayor

Attest:

[Signature]

Date

SANITARY AND IMPROVEMENT  
DISTRICT NO. 348 OF SARPY COUNTY,  
NEBRASKA

By: [Signature]  
Chairman

Date

Attest:

[Signature]

Date

MADDAD LAND, LLC

By: [Signature]  
Manager

Date

ACKNOWLEDGMENT OF NOTARY:

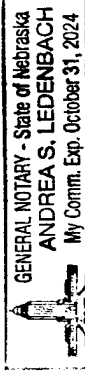
STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this 12<sup>th</sup> day of February, 2020, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Kathleen Gottsch, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

[Signature]  
NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )

) ss.

COUNTY OF SARPY )

On this 23rd day of December, 2020, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Jonathan Meyers, personally known by me to be the Chairman of Sanitary and Improvement District No. 348 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

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

Marcy M. Kastrick  
NOTARY PUBLIC

(SEAL)

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA )

) ss.

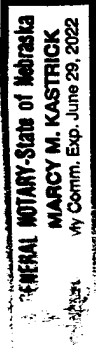
COUNTY OF SARPY )

On this 23rd day of December, 2020, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Tamara Drees, personally known by me to be the Manager of MADDAD Land, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Developer.

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

Marcy M. Kastrick  
NOTARY PUBLIC

(SEAL)



# Exhibit I – Landscape Plan

## SPRINGFIELD COMMERCE LOTS 1 THROUGH 6 AND OUTLOTS A AND B SARPY COUNTY, NEBRASKA

### SUBDIVIDER

MOHIO HOLDINGS, LLC  
1004 SOUTH 15TH STREET  
OMAHA, NE 68138

### ENGINEER

THOMPSON, DRESSSEN & DOMER  
1008 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8860

### LEGAL DESCRIPTION

LOTS 1 THROUGH 6 AND OUTLOT A, BEING A PLATting OF THE N 1/2 OF THE NE 1/4 OF SECTION 23, T12N, R11E OF THE 11TH P.M., SARPY COUNTY, NEBRASKA.

### NOTES

- EXISTING ZONING IS AG. PROPOSED ZONING IS U1 FOR LOTS 1 AND 4-6 AND B1 FOR LOTS 2-3 AND OUTLOTS A AND B.
- OVERLAY ZONING DISTRICT IS HQ FOR LOTS 1-4 AND OUTLOTS A AND B AND CO FOR LOTS 5 AND 6.
- EXISTING AND PROPOSED CONTROLS ARE SHOWN AT 2' INTERVALS.
- WATER SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT (MUD).
- GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT (MUD).
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TYPICAL UTILITY SETTINGS WILL BE INDICATED WITH THE FINAL PLAN.
- PAVEMENT FOR PARK DRIVE, 14TH STREET AND 15TH STREET SHALL BE 30' WICH, 8-INCH THICK P.C.C. PAVEMENT.
- NO DIRECT ACCESS TO HIGHWAY 80 OR PLATENEER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
- OUTLOT A WILL PROVIDE IN-PLACE CONSTRUCTION STORMWATER MANAGEMENT FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY THE SUB.
- OUTLOT B WILL BE MAINTAINED AS GREEN SPACE AND BE RESERVED FOR A FUTURE ACCESS POINT FROM THE ADJACENT PROPERTY TO THE SOUTH. IT WILL BE OWNED AND MAINTAINED BY THE SUB.



Thompson, dresssen & domer, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.kd2co.com

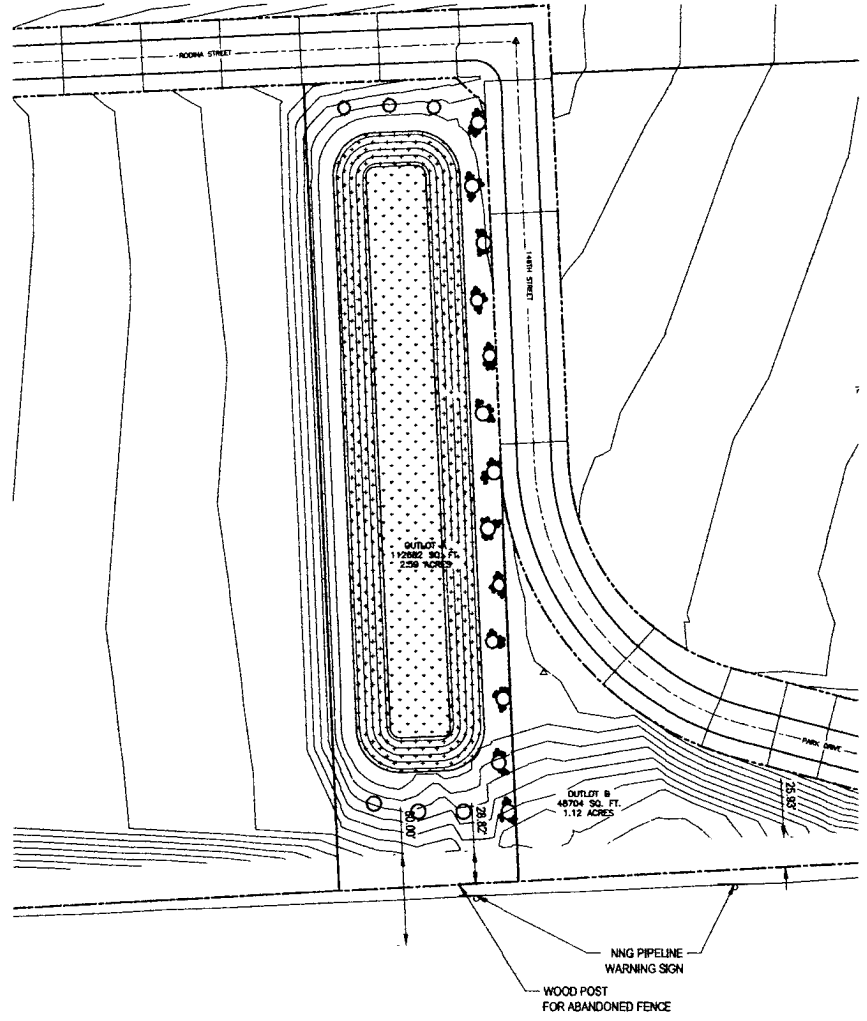
Springfield  
Commerce

MADDAD Holdings,  
LLC

### LANDSCAPE PLAN SCHEDULE

○	<b>CONIFEROUS TREES</b> Picea canadensis / Eastern Spruce Picea pungens / Colorado Spruce Picea canadensis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	5 HT. 848 5 HT. 848 5 HT. 848
○	<b>DECIDUOUS TREES</b> Liquidambar styraciflua 'Shademaster'™ / Shademaster Liquidambar Quercus bicolor / Swamp White Oak	2' Cal. 848 2' Cal. 848
○	<b>SHRUBS</b> Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Spiraea japonica 'Snow Amulet' / Blue Gem Spiraea japonica 'Gold Mound' / Spraea Gold Mound	2 GAL. 2 GAL. 2 GAL.
■	<b>SEED MIXTURES</b> United Seeds FAVOR Mix	Seed
■	United Seeds Floppalin Mix	Seed

- LANDSCAPE NOTES:  
1. LANDSCAPING SPECIES AND LOCATIONS SHALL BE COORDINATED WITH THE CITY OF SPRINGFIELD STAFF



No.	Description	MM-DD-YY

Drawn By: MEM      Reviewed By: DEK  
Job No.: 179-126      Date: 8-10-20

Landscape Plan

Exhibit I

Exhibit J – Bylaws of Property  
Owner's Association

**BY-LAWS OF  
SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I  
NAME AND LOCATION

The name of the Corporation is SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be as designated by the Board of Directors from time to time, and meetings of Members and Directors may be held at such places within Sarpy County, Nebraska, as may be designated by the Board of Directors.

ARTICLE II  
MEMBERSHIP

Section 1: Membership. The Association shall have members. The record owner of Lots 1, 2, 3 and 4, Springfield Commerce, including contract purchasers, shall be a voting member of the Association. The record owners of Outlots A and B shall be non-voting members of the Association. The foregoing is not intended to include mortgagees, trustees holding deeds of trust, or other persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2: Succession. The membership of each Owner shall terminate when they cease to be an Owner of Lots 1, 2, 3 or 4 or Outlot A or B, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE III  
MEMBERSHIP MEETINGS

Section 1: Annual Meeting. The annual meeting of the Association shall be held at the office of the Association during the month of February on the second Tuesday in each year, commencing at 4:00 p.m., or such other time or place as may be designated by the Association's Board of Directors. Each annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. If the date set for the annual meeting of the membership is a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday.

Section 2: Special Meetings. Special meetings shall be held whenever called by the President or Vice-President or by a majority of the Association's Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast one-third of the votes of the entire membership.

Section 3: Notice of Meetings. Notice of all meetings, stating the time, date, place and purpose for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each Member at the last known address shown on the records of the Association and shall be mailed at least ten (10) days but no more than thirty (30) days prior to the date of the meeting. Proof of such mailings shall be

made by affidavit, duly executed by the Person giving the notice. Notice of meeting may be waived before or after any such meeting.

Section 4: Quorum. A Quorum at any meeting shall consist of thirty (30%) percent of those Members entitled to cast all votes of the Association. A Quorum is represented by persons in attendance and by proxy. If any meeting of the Members cannot be organized because a quorum has not attended, the Members present either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article. For the purposes of this Article III Section 4, if a Member attends any meeting via telephone or video conference, he/she shall not be considered absent from such meeting.

Section 5: Voting. The Association shall have only one class of voting membership. Each Lot Owner of Lots 1, 2, 3 and 4 shall be entitled to the number of votes equaling the number of memberships owned by such Lot Owner. Each Owner shall have one membership rounded off to the nearest Net Acre for each Net Acre owned by such Owner within its Lot, provided, however, that any Owner owning a Lot containing less than one acre shall have one membership. Each vote must be cast as a single unit. If an Owner consists of more than one Person, then all persons constituting an Owner of such Lot shall, simultaneously with or immediately after their acquisition of such Lot, deliver to the Association a written instrument appointing one Person as the agent for all Persons constituting the Owner of such Lot, which agent shall thereupon receive notices of Assessment and other notices, demands, cast votes hereunder, and take any and all actions required or permitted to be taken by an Owner. An Owner may change its designated agent by written notice to the Association as set forth above, which change shall be effective only upon actual receipt of such notice by the Association. No change in the ownership of a Lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. An Owner may assign all, but not less than all, of its voting rights attributable to a particular Lot to a Lessee, which shall be effective only upon actual receipt of such notice by the Association. If more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

Section 6: Proxies. Votes may be cast in Person or by proxy, as provided in the Nebraska Nonprofit Corporation Act (Neb. Rev. Stat. Section 21-1901 et. seq.). In addition, proxies established via electronic mail from a Member shall be considered a valid form of proxy for the purposes of these By-Laws. In the event the Board of Directors elects to implement a voting process whereby votes may be submitted by Members electronically, such electronic vote shall be deemed to satisfy the requirements of these By-Laws.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1: Number. The business of the Association shall be managed by a Board of Directors of at least three (3) directors nor more than five (5) directors (each a "Director" and collectively, the "Directors"), who shall serve without compensation. However, any Director may

be reimbursed for his actual expenses incurred in the performance of his or her duties as a Director. The Directors do not need to be Members of the Association. The names and addresses of the Board of Directors who are to act in the capacity of Directors (the "Initial Directors") until the selection of their successors are:

Jonathan M. Meyers  
10064 S. 134<sup>th</sup> Street  
Omaha, NE 68138

James Meyers  
10064 S. 134<sup>th</sup> Street  
Omaha, NE 68138

Tamara Draeger  
10064 S. 134<sup>th</sup> Street  
Omaha, NE 68138

Section 2: Term of Office. The Initial Directors shall serve until the first annual meeting of the Association or until such time as their successors are elected. At such time, new Directors shall be elected for terms staggered on a one (1), two (2) and three (3) year basis. One (1) Director shall be elected for one (1) year, one (1) Director shall be elected for two (2) years and one (1) Director shall be elected for three (3) years. After the initial term of each such Director, all Directors shall thereafter be elected for three (3) year terms. In the event that there are more than three (3) Directors, each additional Director shall be for three (3) year terms. Each Director shall serve for the term set forth hereinabove and until his or her successor is duly elected and qualified, or until removed from office as provided herein.

Section 3: Election. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast. Each person entitled to vote may cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 4: Removal. Any Director may be removed from the Board, with or without cause, by concurrence of a two thirds (2/3) majority of the votes cast by the quorum present at any regular or special meeting of the Association called for that purpose.

Section 5: Vacancies. In the event of the death, resignation or removal of a Director, their successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of their predecessor.

VOTING V  
MEETING OF DIRECTORS

Section 1: Regular Meeting. Regular meetings of the Board of Directors shall be held at such times and places which are determined, from time to time, by a majority of the Board of Directors. Notice of regular meetings shall be given to each Director, personally or by mail,



telephone or equivalent service, at least five (5) days prior to the date of any regular meeting. Notice of meeting may be waived before or after any such meeting.

Section 2: Special Meetings. Special meetings of the Board of Directors may be held at the request of the President, Vice-President or Secretary, and must be held at the written request of two-thirds (2/3) of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least five (5) days prior to the date of any special meeting. Such notice shall state the time, date, place and purpose of the special meeting. Notice of meeting may be waived before or after any such meeting.

Section 3: Quorum. A majority of the current number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an adjourned meeting, any business called may be transacted without the necessity of providing any further notice. For the purposes of this Article V, Section 3, if a Director attends any meeting via telephone or video conference, he/she shall not be considered absent from such meeting.

Section 4: Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Association shall have all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties exercised by the Board of Directors, and upon authorization of the Board of Director by the Officers, as applicable, shall include, but shall not be limited to the following:

- (a) The election and removal of the officers of the Association.
- (b) The acquisition, development, maintenance (including, but not limited to, snow plowing, if necessary), repair, replacement, operation and administration of the common areas within Springfield Commerce, a subdivision located within Sarpy County, Nebraska (the "Common Areas"), and the enforcement of the rules and regulations relating to the Common Areas and the development as a whole.

- (c) The landscaping, mowing, watering, repair and replacement of the Common Areas, including the power to contract with parties to conduct such landscaping, mowing, watering, repair and replacement of the Common Areas.
- (d) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of any recorded Declaration of Covenants, Conditions, Restrictions and Easements for Springfield Commerce or these By-Laws and to enforce liens as provided for in any such Declaration.
- (e) The commencement and maintenance of actions to or restrain and enjoin any actual or threatened breach of any such recorded Declaration and enforce by mandatory injunction or otherwise any of the provision of any such recorded Declaration.
- (f) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment and purchase of insurance, if necessary, covering any Common Areas against property damage and casualty, and purchase of liability insurance coverages for the Association, and the Directors or Officers of the Association, if any.
- (g) The acquisition by purchase or otherwise, holding, or disposition of any right, title, or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (h) The deposit, investment and reinvestment of Association funds in interest-bearing bank accounts (if possible), money market funds or accounts, certificates of deposits, or similar investments in which principal is not diminished and the borrowing of funds to pay costs of operation, secured by Assessments revenues due for succeeding years or by assignment or pledge of rights against delinquent Owners; provided, however, that a majority of the outstanding votes of the Owners shall be required to borrow in excess of one year's budgeted expenses of the Association.
- (i) The payment of any taxes, special assessments or other liabilities which are or would become a lien on the Property located within Springfield Commerce.
- (j) The employment of professionals and consultants to advise and assist the Officers and Directors of the Association in the performance of their duties and responsibilities for the Association.
- (k) The general administration and management of the Association, execution of such documents and doing and performance of such acts as may

be necessary or appropriate to accomplish such administration, management, or purposes of the Association.

(l) The adoption and publication of rules and regulations governing the use of the Common Areas.

(m) Suspend the right of a Member to vote during any period when such Member shall be in default in the payment of any assessments levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed ninety (90) days, for infraction of published rules and regulations promulgated by the Board of Directors.

(n) Engage the services of an agent, manager, independent contractors or employees as they deem necessary to maintain, repair, replace, administer and operate the Common Area, or any part thereof, and manage all other affairs and business of the Association for all of the Members, upon such terms and for such compensation as the Board of Directors may approve. Any agreement for the services of any such agent, manager, independent contractor or employee shall provide for termination by the Association with or without cause, and without payment of a termination fee, upon thirty (30) days written notice, and no such agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(o) The granting or relocating of easements over, across or through the Common Areas as the Board of Directors may determine to be beneficial to the Members.

(p) To cause to be kept a record of all acts and corporate affairs.

(q) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in these By-Laws, as the same are amended from time to time.

(r) To perform all obligations to maintain Outlots A and B pursuant to a Subdivision Agreement between the City of Springfield, Nebraska and MADDAD Land, LLC and SID 348 of Sarpy County, Nebraska.

#### ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The executive officers of the Association shall consist of a President (who must also be a Director), a Vice-President, Treasurer, and Secretary.

Section 2: Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the membership.

Section 3: Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to service.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any officer may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 7: Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 8: Duties. The duties of the officers are as follows:

(a) President. The President shall be the Chief Executive Officer of the Association, and shall supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and all meetings of the Board. The President may sign, with or without any other officer of the Association as authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except where the signing and the execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed. The President shall have the power to appoint and remove one or more administrative Vice-Presidents of the Association and such other assistants to the various elected officers of the Association as is necessary of the accomplishment of their duties. In general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

(b) Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President, or if there is

more than one Vice-President, the Senior Vice-President, shall perform the duties of the President, and when so acting shall have all the powers, of, and be subject to, all the restrictions upon the President. Otherwise, such Senior and other Vice-Presidents shall perform only such duties as may be assigned by the President or by the Board.

(c) Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; be custodian of the records of the Association, except those of the Treasurer; keep or cause to be kept under their general supervision by a registrar or transfer agent appointed by the Board, a register of the name and post office address of each Member as furnished by such Member; have general charge of the transfer books of the corporation; and in general perform all duties incidental to the office of the Secretary and such other duties as may be assigned to them by the President or by the Board.

(d) Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a managing agent employed by the Association; shall keep proper books of account; shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the Managing Agent.

Section 9. Committees. The Board shall appoint committees as the Board may deem appropriate to carry out the purposes of the Association.

#### ARTICLE VIII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association. A copy shall be provided initially for the Owners of each Lot, and additional copies shall be made available for purchase by Members at reasonable costs.

ARTICLE IX  
INDEMNIFICATION

The Association shall indemnify and hold harmless each of its Directors and Officers against any and all liability arising out of any acts or the Directors, Officers, Committee Members, or Board arising out of their status as Directors, Officers, or committee members, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses including, by way of illustration but not of limitation, attorney's fees and costs reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer, or committee member may be involved by virtue of such person having the status of a Director, Officer, or committee member provided, however, that such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

ARTICLE X  
AMENDMENTS

If the City of Springfield consents to the Amendment, then these By-Laws may be changed, modified or amended, at a regular or special meeting of the Members, by eighty percent (80%) of the votes entitled to be cast by the Members at a regular or special meeting called for that purpose.

ARTICLE XI  
MISCELLANEOUS

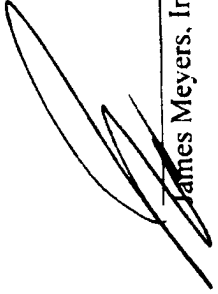
The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XII  
COLLECTION OF CHARGES

The Association shall have an obligation to levy a charge on each member to pay for the maintenance of Outlots A and B, Springfield Commerce, a subdivision in Sarpy County, Nebraska and, if such charge is not paid upon demand, it may be recorded as a lien against the lot of such non-paying owner.

DATED this 3<sup>rd</sup> day of February, 2021.

  
Jonathan M. Meyers, Initial Director



James Meyers, Initial Director



Tamara Draeger, Initial Director

**Exhibit K – Article of  
Incorporation of Property  
Owner’s Association**

NE Sec of State - Robert B. Evnen  
Filing Document #: 900610547 Pages: 3  
Corporation Name: SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC.  
Filing Date and Time: 02/10/2021 04:20 PM

**ARTICLES OF INCORPORATION  
OF  
SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of incorporating and organizing a corporation under the Nebraska Nonprofit Corporation Act, does hereby certify and adopt the following Articles of Incorporation:

**ARTICLE I  
Name**

The name of the corporation is Springfield Commerce Property Owners Association, Inc., hereinafter called the "Association."

**ARTICLE II  
Mutual Benefit Corporation**

The Association is a mutual benefit corporation.

**ARTICLE III  
Principal Office**

The principal office of the Association is located at 10064 S. 134<sup>th</sup> Street, Omaha, Nebraska 68138.

**ARTICLE IV  
Registered Address and Agent**

The address of the initial registered office of the Association is 220 N. 89<sup>th</sup> Street, Suite 201, Omaha, Nebraska 68114, and the name of the Association's registered agent is Jeffrey B. Farnham.

**ARTICLE V  
Purposes and Powers**

This Association does not contemplate pecuniary gain or profit either to it or to the members thereof, and the specified purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the improvements, amenities, and common areas and maintain Outlots A and B within Springfield Commerce, a subdivision located within Sarpy County, Nebraska; and to promote the health, safety, recreation and welfare of the owners and occupants of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Association's By-Laws.
- b. Have and exercise any and all powers, rights and privileges which a corporation organized under the Nebraska Nonprofit Corporation Act may have, as amended from time to time.



- c. To perform all obligations to maintain Outlots A and B pursuant to a Subdivision Agreement between the City of Springfield, Nebraska and MADDAD Land, LLC and SID 348 of Sarpy County, Nebraska.
- d. To create an obligation by the owners of Lots 1-4, Springfield Commerce, a subdivision in Sarpy County, Nebraska to pay for the maintenance of Outlots A and B, Springfield Commerce, a subdivision in Sarpy County, Nebraska.
- e. To collect fees from all voting members of the Association.

**ARTICLE VI**  
**Membership**

The Association shall have members. The record owner of Lots 1, 2, 3 and 4 and Outlots A and B in Springfield Commerce, including contract purchasers, shall be members of the Association. The foregoing is not intended to include mortgagees, trustees holding deeds of trust, or other persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lots 1, 2, 3 and 4 and Outlots A and B which is subject to assessment by the Association.

**ARTICLE VII**  
**Voting Rights**

The Association shall have one class of voting membership and one class of non-voting members. Each Lot Owner of Lots 1, 2, 3 and 4 shall be entitled to the number of votes equaling the number of memberships owned by such Lot Owner of Lots 1, 2, 3 and 4. Each Owner shall have one membership rounded off to the nearest Net Acre for each Net Acre owned by such Owner within its Lot 1, 2, 3 and 4, provided, however, that any Owner owning a Lot containing less than one acre shall have one membership. The voting rights shall otherwise be governed by the provisions of the Bylaws.

Outlots A and B shall each have one non-voting membership.

**ARTICLE VIII**  
**Board of Directors**

The affairs of this Association shall be managed by a Board of Directors of not less than three (3) Directors nor more than five (5), who need not be members of the Association or be Owners. The initial Board of Directors shall consist of three (3) members.

**ARTICLE IX**  
**Duration**

The corporation shall exist perpetually.

**ARTICLE X**  
**Incorporator**

The name and address of the sole incorporator is:

Jeffrey B. Farnham  
FARNHAM & GRIFFIN, PC, LLO  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, NE 68114

**ARTICLE XI**  
**Dissolution**

If the City of Springfield consents to the dissolution, then the Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the memberships in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, after paying or making provision for payment of all of the liabilities of the Association, shall be distributed to the Members of the Association.

IN WITNESS WHEREOF, the undersigned, being duly authorized under the laws of the State of Nebraska, has executed these Articles of Incorporation of Springfield Commerce Property Owners Association, Inc., this 21<sup>st</sup> day of February, 2021.

INCORPORATOR:

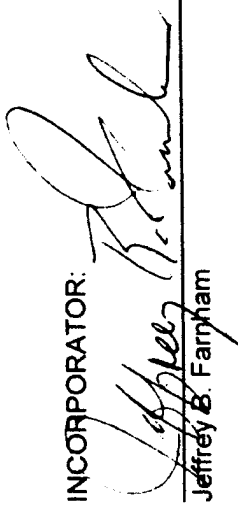
  
Jeffrey B. Farnham

Exhibit L – Easement,  
Agreement to Dedicate Right-  
of-Way, and Join Use  
Agreement

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER



2021-09349

Recording fees paid:

\$40.00

03/11/2021 09:28:15 AM


Pages: 6

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: pm

EASE

  
Upon Recording, Please Return To:  
Farnham & Griffin, PC, LLO  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, NE 68114

**EASEMENT, AGREEMENT TO DEDICATE  
RIGHT OF WAY, AND JOINT USE AGREEMENT**

MADDAD LAND, LLC., a Nebraska Limited Liability Company (“Grantor”), for good and valuable consideration, receipt of which is acknowledged, hereby grants and conveys an easement, agrees to dedicate right of way upon the occurrence of certain conditions and sets forth the terms and conditions of the parties agreement regarding the joint use of Park Circle, as follows:

Grantor is developing a commercial/industrial subdivision to be known as Springfield Commerce, a Subdivision in Sarpy County, Nebraska and a copy of the Final Plat for such Subdivision is attached hereto as Exhibit “A” and incorporated herein by this reference.

Grantor is the owner of Outlot B, Springfield Commerce, a Subdivision in Sarpy County, Nebraska (Grantor’s Property).

Grantor hereby grants and conveys an easement over a portion of Grantor’s Property, the exact description of which shall be determined as hereinafter set forth, for the uses and purposes hereinafter stated.

The easement shall be in favor of Robert Gottsch and Dixie Shutter (“Grantees”) owners of certain real property located in the S ½ of the NE ¼ of Section of Section 23, Township 13 North, Range 11 East, Sarpy County, Nebraska as more fully described on Exhibit “B” attached hereto and incorporated herein by this reference (Grantee’s Property).

The easement shall be used solely for the purpose of constructing a street on dedicated public right of way (the “Public Street”) to connect to Park Drive, a public street immediately north of and adjacent and contiguous to Grantor’s Property, for the purpose of providing Grantee’s Property with public access to Nebraska State Highway 50.

All costs associated with construction of the Public Street, including but not limited to design, engineering and legal fees; grading, materials, finance fees, interest and construction costs and the ongoing costs of maintenance, repair and reconstruction of the Public Street, shall be paid by Grantees, their successors in interest, or a Sanitary and Improvement District formed for the

purpose of constructing the public infrastructure on Grantee's Property.

The exact location of the Public Street and the plans and specifications for the construction thereof shall be approved by the City of Springfield, Nebraska prior to the commencement of construction and shall conform to the standards and requirements of the City of Springfield and any other applicable jurisdiction. Grantee shall design the Public Street in such a way as to maintain the natural flow of surface waters across Grantor's Property; any change to the natural flow of surface waters shall require the written consent of Grantor.

Upon final approval of the plans and specifications for the Public Street and evidence satisfactory to the City of Springfield that funding for the construction of the Public Street is available, Grantor shall join in the dedication of that portion of Outlot B necessary for construction of the Public Street and adjacent right of way, including any necessary utility easements, as approved by the City of Springfield. After the dedication of the necessary right of way for the Public Street the terms and conditions of this Agreement shall not be merged in the dedication, shall survive such dedication, and shall control the rights and duties of the parties thereafter.

Grantee's warrant that their use of the easement and the Public Street shall always be reasonable and that it shall not interfere with Grantor's use of its property. Grantee shall not construct any buildings or improvements on Grantor's Property other than the Public Street and any necessary and related appurtenances. Grantee will be responsible for the cost of any repairs to Park Drive which are the result of connecting the Public Road to Park Drive.

Grantee shall be responsible for making all arrangements and bearing all costs related to constructing the Public Street over the Northern Natural Gas Pipeline and associated easement.

Grantee shall, in connection with letting a contract for the construction of the Public Road, and as a condition thereof, require the contractor to obtain payment and performance bonds in appropriate amounts to guarantee completion of, and payment for, the work.

After the construction of the Public Street has been completed, and with respect to that portion of Park Drive from the point of the westernmost connection of the Public Street to Park Drive, to the point where Park Drive intersects Nebraska State Highway 50, Grantor and Grantee shall equally share the costs of (i) the regular, normal and ongoing maintenance and repair of Park Drive; (ii) the cost of any required reconstruction of Park Drive; (iii) any necessary traffic control or street signage. Grantor and Grantee may assign the obligations set forth immediately hereinabove to a Sanitary and Improvement District formed for the purpose of constructing the public infrastructure on Grantor or Grantee's Property.

In addition to the cost sharing described in the preceding paragraph, after connection of the Public Street to Park Drive Grantor and Grantee shall equally share in the cost of any construction, maintenance, or repair of any traffic signal at Park Drive and Nebraska state Highway 50.

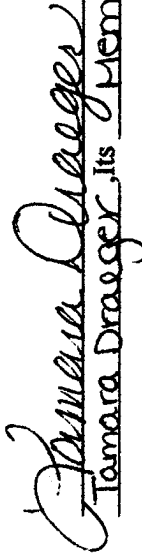
In the event that Grantee or its contractors or agents cause any damage to Grantor's Property, Grantee warrants and represents to Grantor that Grantee will repair any such damage and return Grantor's Property to it in the same condition it was in on the date of this Agreement.

Grantor covenants with Grantee that it is lawfully seized and possessed of Grantor's Property, that Grantor has good and lawful right to convey it, or any part thereof, and that the property is free from all encumbrances except encumbrances of record and Grantor will warrant and defend the title thereto against the lawful claims of all other persons whomsoever, claiming by, through or under Grantor, but not otherwise.


All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs and assignees of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, Grantor and Grantees have executed this instrument this 17 day of February 2021.

MADDAD LAND, LLC.

By:   
Tamara Draeger, Its Member

  
Robert Gottsch

  
Dixie Shutter

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing Easement and Joint Use Agreement was acknowledged before me this 17<sup>th</sup> day of February, 2021, by Dixie Shutter of MADDAD LAND, LLC, a Nebraska Limited Liability Company, on behalf of the Company.

  
Notary Public

Clayton J. Veiting  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires 1/16/2027  
Acting in the County of Ken

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARCY )

12<sup>th</sup> The foregoing Easement and Joint Use Agreement was acknowledged before me this day of February 2021, by Robert Gottsch.



Jeffrey B. Farnham  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing Easement and Joint Use Agreement was acknowledged before me this 21<sup>st</sup> day of February, 2021, by TOMMIE DUNCAN MEMBER of MADDAD LAND, LLC., a Nebraska Limited Liability Company, on behalf of the Company.



Andrea M Muldoon

# SPRINGFIELD COMMERCE

## LOTS 1, 2, 3, AND 4 AND OUTLOTS A AND B

BEING A PLATTING OF PART OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 23, T13N, R11E OF THE 66 P.M., SAPPY COUNTY, NEBRASKA.

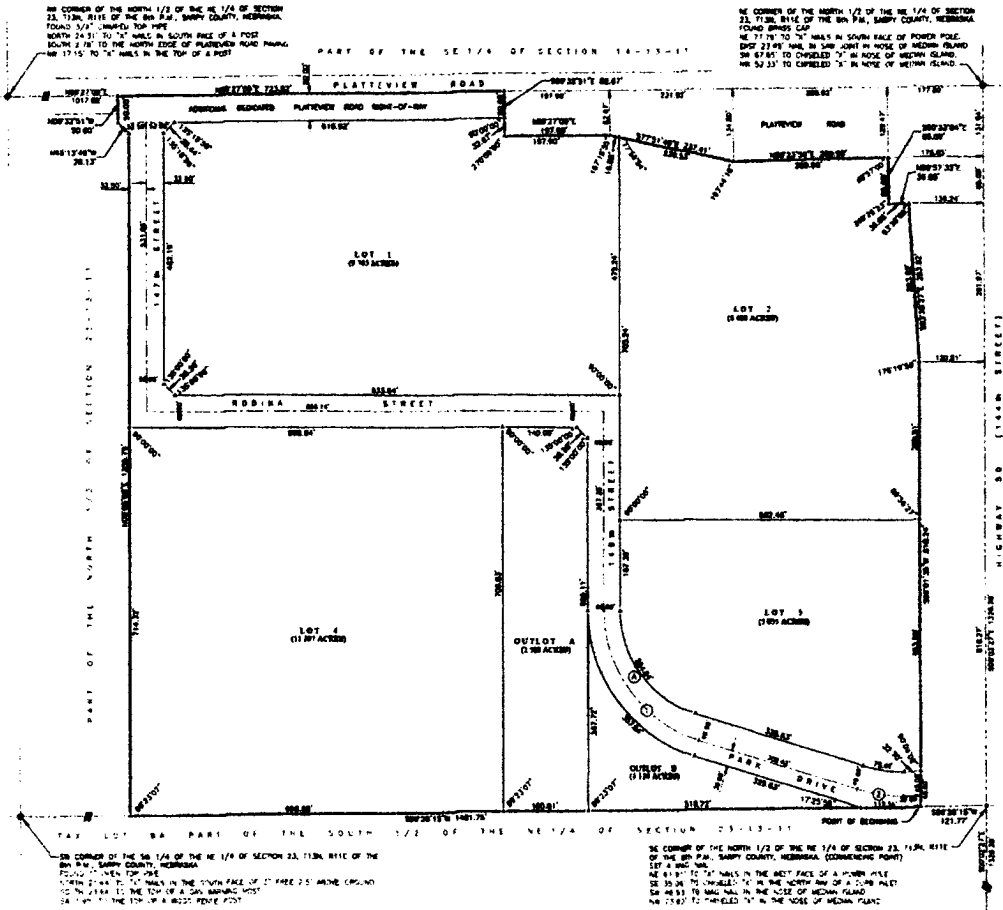
ZONING	FRONT YARD	REAR YARD	SIDE YARD	REAR YARD
SB	10'	5'	5'	20'
LC	20'	5'	5'	20'

- NOTES**
- THESE LOTS WILL BE NO DIRECT VEHICULAR ACCESS TO HIGHWAY 50 (114th STREET) FROM LOTS 2 AND 3.
  - THESE LOTS WILL BE NO DIRECT VEHICULAR ACCESS TO PLATTVIEW ROAD FROM LOTS 1 AND 2.
  - OUTLOT A WILL PROVIDE FOOT CONSTRUCTION (CONCRETE) RETAINMENT FOR THE DEVELOPER AND WILL BE BOUND AND SURVEYED BY THE SURVEYOR UNDER AN APPROVED PLAN.
  - OUTLOT B WILL BE SURVEYED AS OPEN SPACE AND BE BOUND FOR A FUTURE ACCESS FROM THE ADJACENT PROPERTY TO THE SOUTH. IT WILL BE BOUND AND SURVEYED BY THE SURVEYOR UNDER AN APPROVED PLAN.

CURVE #	BELEN	LENGTH	WISDOM	WISDOM
1	177.00'	210.00'	180.00'	200.00'
2	177.00'	210.00'	180.00'	200.00'

CURVE #	BELEN	LENGTH	WISDOM	WISDOM
1	177.00'	210.00'	180.00'	200.00'
2	177.00'	210.00'	180.00'	200.00'



**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT A PRELIMINARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE SURVEYOR HAS BEEN FOUND BY ME TO BE A LICENSED SURVEYOR OF THIS STATE AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE NEBRASKA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. I HAVE REVIEWED THE SURVEY AND FIND IT TO BE CORRECT AND ACCURATE AND I HAVE THEREFORE SIGNED AND SEALED THIS CERTIFICATE AND THE PLAT THEREON IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT SPRINGFIELD, NEBRASKA, THIS 27th DAY OF MAY, 2020.

**STATE OF NEBRASKA**  
 COUNTY OF SAPPY  
 JAMES D. WICKERS  
 SURVEYOR

**TD2**

Springfield, Nebraska & Omaha, Inc.  
 10530 Old 66th Rd  
 Omaha, NE 68154  
 P: 402.333.8888 F: 402.333.8888  
 info@td2.com

**ACKNOWLEDGEMENT OF PROPERTY**  
 I, the undersigned, do hereby acknowledge that the foregoing plat of the subdivision described herein was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor of this state and that I have personally examined the same and find it to be correct and accurate and that I have signed and sealed this certificate and the plat thereon in witness whereof I have hereunto set my hand and seal of office at Springfield, Nebraska, this 27th day of May, 2020.

**ACKNOWLEDGEMENT OF PROPERTY**  
 I, the undersigned, do hereby acknowledge that the foregoing plat of the subdivision described herein was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor of this state and that I have personally examined the same and find it to be correct and accurate and that I have signed and sealed this certificate and the plat thereon in witness whereof I have hereunto set my hand and seal of office at Springfield, Nebraska, this 27th day of May, 2020.

**SPRINGFIELD CITY ENGINEER**  
 THIS PLAT OF SPRINGFIELD COMMERCE WAS APPROVED BY THE SPRINGFIELD CITY ENGINEER THIS 27th DAY OF MAY, 2020.

**SPRINGFIELD CITY ENGINEER**

**SPRINGFIELD CITY ENGINEER**  
 THIS PLAT OF SPRINGFIELD COMMERCE WAS APPROVED BY THE SPRINGFIELD CITY ENGINEER THIS 27th DAY OF MAY, 2020.

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SPRINGFIELD COMMERCE  
 LOTS 1, 2, 3, AND 4 AND OUTLOTS A AND B

**2**

**SPRINGFIELD, NEBRASKA**  
**SAPPY COUNTY**  
**FINAL PLAT**

**REVISIONS**

No.	Description	DATE

Job No.: C179-126C  
 Drawn By: RJR  
 Reviewed By: JDW  
 Date: MAY 27, 2020  
 Book:  
 Page:

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**EXHIBIT "B"**

*The North 887 74 feet of the South Half of the Northeast Quarter of Section 23, Township 13 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, EXCEPT Tax Lot 2, Tax Lot 8B and except Highway 50 right of way, sometimes also referred to as Tax Lot*



Exhibit M – Traffic Study  
*Contact City Hall for Full Study*  
86 Pages Total Length

**SPRINGFIELD COMMERCE**  
TRAFFIC IMPACT ANALYSIS

**Prepared for:**

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Omaha, NE 68154

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Project Engineer: Timothy Adams, EI



FHU Reference No. 20-100-09

September 2020

**TABLE OF CONTENTS**

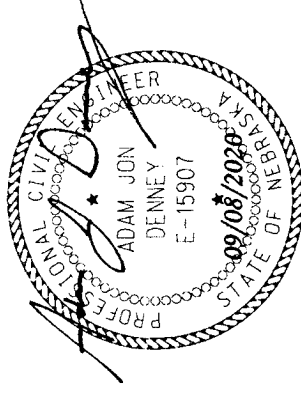
	<u>Page</u>
<b>I. INTRODUCTION</b> .....	<b>1</b>
A. Summary .....	1
B. Scope of Services .....	1
<b>II. EXISTING (2020) CONDITIONS</b> .....	<b>4</b>
A. Surrounding Land Uses .....	4
B. Roadway Network .....	4
C. Traffic Volumes .....	4
D. Traffic Operations .....	4
E. Pedestrian Facilities .....	5
<b>III. TRAVEL DEMAND &amp; FUTURE GROWTH</b> .....	<b>7</b>
A. Site Trip Generation .....	7
B. Traffic Distribution .....	8
C. Background Growth .....	9
D. Other Area Projects & Studies .....	9
<b>IV. TRAFFIC CONDITIONS &amp; OPERATIONAL ANALYSIS</b> .....	<b>12</b>
A. Volume Development .....	12
B. Signal Warrant Analysis .....	12
C. Auxiliary Right-Turn Lane Analysis .....	12
D. Auxiliary Left-Turn Lane Analysis .....	13
E. Minor Road Approach Analysis .....	13
F. Traffic Operations .....	14
G. Storage Length & Queuing Analysis .....	14
<b>VI. SUMMARY AND RECOMMENDATIONS</b> .....	<b>19</b>

**APPENDICES      TRAFFIC COUNT DATA**

<b>WARRANT ANALYSIS WORKSHEETS</b>
NCHRP Geometric Improvement Evaluation
MUTCD Signal Warrants
<b>CAPACITY ANALYSIS WORKSHEETS</b>
Existing (2020)
Phase 1 (2022) & Phase 2 (2025)
Future (2040)

**BACKGROUND INFORMATION**

Traffic Forecast Model
Synchro Queue Analysis
Truck Traffic Distribution Model
NDOT Plans: N-50 with Platteview Road



**LIST OF FIGURES**

	<u>Page</u>
Figure 1. Vicinity Map -----	2
Figure 2. Site Plan -----	3
Figure 3. Existing (2020) Traffic Conditions-----	6
Figure 4. Phase 1 (2022) Trip Generation and Traffic Distribution -----	10
Figure 5. Total Trip Generation and Traffic Distribution -----	11
Figure 6. Phase 1 (2022) Traffic Conditions-----	16
Figure 7. Phase 2 (2025) Traffic Conditions-----	17
Figure 8. Future (2040) Traffic Conditions-----	18

**LIST OF TABLES**

	<u>Page</u>
Table 1. Level of Service (LOS) Criteria -----	5
Table 2. Phase 1 (2022) Total Site Trips Generated -----	7
Table 3. Phase 1 (2022) Truck Site Trips Generated-----	8
Table 4. Phase 2 (2025) Total Site Trips Generated -----	8
Table 5. Phase 2 (2025) Truck Site Trips Generated-----	8
Table 6. Total Site Trips Generated-----	8
Table 7. MUTCD Signal Warrants -----	12
Table 8. NCHRP Auxiliary Right-Turn Lane Warrants -----	13
Table 9. NCHRP Auxiliary Left-Turn Lane Warrants-----	13
Table 10. NCHRP Minor Approach Warrants-----	14
Table 11. Turn Lane Storage & 95 <sup>th</sup> Percentile Queue Lengths-----	15