

**INDUSTRIAL SUBDIVISION AGREEMENT**  
**(I-80 INDUSTRIAL PARK 2)**

THIS AGREEMENT, made this 4th day of September, 2001, by and between DONALD E. KROEGER and BARBARA H. KROEGER (hereinafter collectively referred to as "Developer" or "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska thereafter referred to as "City";

WITNESSETH:

WHEREAS, Developer is the legal owner of all lands within a proposed development tract, legally described on Exhibit "A" hereto, consisting of approximately 80.01 acres to be known as I-80 Industrial Park 2 Addition (herein referred to as the "Subdivision"); and

WHEREAS, the Developer is also the Developer of the earlier platted and developed subdivision known as I-80 Business Park, which is separated from the Subdivision herein by Interstate 80 right-of-way; and

WHEREAS, Developer proposes to develop the Subdivision described on Exhibit "A" hereto (herein the "Subdivision") in the manner shown on the "I-80 Industrial Park 2 Final Plat" drawing prepared by Thompson, Dreessen & Dörner, Inc., a copy of which is attached hereto as Exhibit "B," and is herein referred to as the "Subdivision" or "Development Tract," which tract is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and

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

WHEREAS, Developer has elected not to use the private financing option for the construction of streets, storm sewers, sanitary sewers, and water and underground electric distribution systems within the subdivision or for tract connection charges, but instead wishes to finance same through District, which District also provided the public financing for I-80 Industrial Park 1, which remains a part of the District; and

WHEREAS, the Developer and District propose that the District will build public improvements in or for the benefit of the Subdivision, the District being a Sanitary and Improvement District created at the request of and controlled by the Subdivider, which is the sole Owner(s) of all the lands within the boundaries thereof; and

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the subdivision or serving the subdivision and the extent to which the contemplated public improvements specially benefit property within the subdivision and to what extent the cost of the same shall be specially assessed against the property of Developer, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, the District, their inhabitants and the public.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

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

- A. "Improvement" shall include all paving, storm sewer, sanitary sewer, culverting or other item of infrastructure, all utilities and other facilities, interest in real estate, other capital assets, connection rights or other acquired rights which are acquired, in whole or in part, by use of District funds or credit, and shall include any of the foregoing that are placed within street right-of-way or public easement regardless of the source of funding.
- B. The "construction cost" of an improvement shall mean the amount paid to the contractor, contractors' utility or persons installing the improvement or performing the work, together with all other costs incurred in or related to the construction of the improvement.
- C. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and costs, interest on warrants to date of funding by issuance of bonds and all bond fees and costs. Miscellaneous costs of the improvement shall include the pro rata share of the general unallocated costs of the District, which unallocated costs shall be prorated to each improvement on the basis that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.
- D. "General Obligation" or "general obligation of the District" shall mean the amount by which the entire cost of a particular improvement or type of improvement exceeds the amount of special assessments levied by the District in respect to such improvement or type of improvement.
- E. "Maximum general obligation" of the District shall mean the amount by which the total indebtedness of the District incurred in respect to all improvements within or for the benefit of the subdivision exceeds the total of special assessments levied in respect to all such improvements.
- F. "Property benefitted" shall mean property within the subdivision (Exhibit "B") which constitutes buildable sites, as defined in Subsection 5-B, *infra*.

2. Authorized Public Improvements

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

- A. Paving (Internal). Portland concrete paving of Cory Circle and Portal Drive dedicated per final plat (Exhibit "B"), and illustrated on "Paving Plan" attached hereto as Exhibit "C," all said paving to be not less than nine (9) inches in depth and thirty (30) feet in width, said Exhibit also depicts that portion of paving of deceleration lanes and entrances in 132<sup>nd</sup> Street right-of-way that may be general obligation.
- B. Storm Sewer. Storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and related appurtenances constructed in the dedicated street right-of-way or in dedicated easementways, as more fully illustrated on Exhibit "D" hereto.
- C. Sanitary Sewer (Collector System). All sanitary sewer mains, manholes and related appurtenances constructed as more fully illustrated on "Sanitary Sewer Plan" attached hereto as Exhibit "E."
- D. Sanitary Outfall Sewer. There is no new outfall sewer necessary for this subdivision.
- E. Water (Internal). Water distribution mains located within dedicated street right-of-way per plat (Exhibit "B") to be installed by Metropolitan Utilities District, the estimated cost of which is \$108,845.00.
- F. Water (External Supply). Payment to Metropolitan Utilities District for unamortized water pioneer main charges in respect to external supply lines supplying the twenty-four inch (24") water main bordering the Subdivision (in the estimated amount of \$8,913.00).
- G. Underground Electrical. Underground electrical service to each of the lots in the Subdivision to be installed by Omaha Public Power District ("OPPD").
- H. Street Lighting. Street Lighting for public streets dedicated per plat (Exhibit "B") to be installed by Omaha Public Power District.
- I. Civil Defense Siren. The cost of civil defense sirens required by City or Sarpy County.

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

### 3. Unauthorized Expenditures of District Funds

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

- A. Any swimming pool, golf course, park, playground, lineal trails or other recreational land or facility, except as specifically authorized herein.
- B. The advancement or payment of any fee, connection fee, deposit, surcharge, demand charge or similar charge, whether or not refundable, imposed by any utility or other entity providing or contemplating providing utility-type service to the area to be developed.
- C. Any grading costs, except finish grading for street improvements within street rights-of-way dedicated per plat. The cost of such right-of-way finish grading shall be one hundred percent (100%) specially assessed.
- D. Any sodding, seeding or other landscaping, including that contemplated on street right-of-way or other public property.
- E. The payment of any sewer or water connection fee, sewer use or treatment fees, or water charge for lots or properties within or without the area to be developed.
- F. Any gas distribution system or any external gas supply line.
- G. The purchase or acquisition of real estate or interest therein, except as authorized by Section 10 hereof or as otherwise authorized by City.
- H. Costs of installation, maintenance and removal of silt ponds, silt fences and other erosion control measures, except for supplemental measures temporarily utilized for the sole purpose of protection of specific street improvements within in street rights-of-way dedicated per plat during the course of construction of such improvements.
- I. Costs of abandonment, relocation, or modification of existing utilities or transmission facilities or easements, including electrical, gas or petroleum product transmission lines and facilities.
- J. Perimeter or other fencing for subdivision.

#### 4. Allocation of Cost of Improvements

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

- A. Paving. One hundred percent (100%) of the cost of all paving of streets shown per plat (Exhibit "C") shall be paid by the special assessment against the property benefitted within the area to be developed, except for the deceleration lanes and entrances in 132<sup>nd</sup> Street situated between existing 132<sup>nd</sup> Street improvements and the east boundary of the Subdivision, as depicted on Exhibit "C."
- B. Storm Sewer. One hundred percent (100%) of the cost of all storm sewers, including manholes, inlets and other appurtenances, for storm sewers twenty-four (24") inches in size or less shall be specially assessed. The sewer pipe of any public storm sewer located in a public street or in an easement on private property the size of which is in

excess of twenty-four (24") inches in size may be generally obligated for the difference in material and installation cost between a twenty-four (24") inch pipe and the actual size required, which difference shall be general obligation. No portion of manholes, inlets or other appurtenances may be general obligation, and all costs thereof shall be specially assessed.

- C. Sanitary Sewer (Collector System). One hundred percent (100%) of the cost of all sanitary sewers constructed within or serving the area to be developed, including manholes and other appurtenances, shall be paid by special assessment against property benefitted within the subdivision. No portion of the cost of the sanitary sewer system shall be borne by general obligation of the District. Costs, if any, incurred or paid for connection to other sanitary and improvement districts for connection of the District shall be one hundred percent (100%) specially assessed.
- D. Sanitary Outfall Sewer. The sanitary sewer system serving the subdivision will be connected to an existing outfall sewer transversing the District. The connection of the subdivision will not require construction of an outfall sewer. Such connection shall be made at the point shown on Exhibit "E." The subdivision will be connected to an existing forty-two inch (42") outfall sanitary sewer.
- E. Water - Internal. One hundred percent (100%) of the cost of the water distribution system serving the area to be developed shall be specially assessed against property benefitted within the area to be developed, including the cost of such contract charges as are authorized to be paid to Metropolitan Utilities District by the provision of Subsection 2-E, supra. No portion of the cost of the water distribution system shall be borne by general obligation of the District.
- F. Water - External Supply. Metropolitan Utilities District is to serve water to the Subdivision and all pioneer water charges or fees are assessable by Metropolitan Utilities District in respect to water service to the Subdivision as described in Subsection 2-F hereof. All such charges or fees shall be specially assessed.
- G. Underground Electrical. One hundred percent (100%) of the cost of the underground electrical service serving the area to be developed including contract charges authorized to be paid by District to OPPD by the provisions of Subsection 2-G, supra, together with such other charges as fall within the definition of "cost" as defined in Subsection 1-C, supra, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. Refunds from OPPD, if any, on account thereof, shall be credited in the manner provided in Subsection 8-F. ~~G~~
- H. Street Lighting. The cost of the monthly contract charges paid to Omaha Public Power District for furnishing lighting of public streets shall be paid from the general operating funds of the District.
- I. Sewer Connection Fee. The Sewer Connection Fee provided for in Subsection 16-A is to be paid at time of connection of properties to the sewer. The credit of the District shall not be used for purpose of payment of these fees, except as may otherwise be agreed by City.
- J. Civil Defense Siren. The Developer shall provide, at no cost to City, District or to the County, a site for a civil defense siren, should one be needed to be located within the

Subdivision. The cost of civil defense sirens required by City or Sarpy County may be general obligation of the District.

- K. Landscaping, Etc. The cost of landscaping, sidewalks, if any, and other improvements for which use of public money is not specifically authorized shall be paid by the property owners without use of District's credit or funds.
- L. Repair and Reconstruction. The cost of repair or reconstruction of improvements for which the original contractor and/or its bonding company has no further obligation may be borne by general obligation of the District. Repair or reconstruction exceeding \$10,000 shall be first reviewed and approved by City's Engineer. Maintenance of public improvements shall be paid from District's general fund.

EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT TO THE CONTRARY, ANY AND ALL COSTS OR OBLIGATIONS WHICH THE DISTRICT SHALL INCUR IN CONNECTION WITH ANY IMPROVEMENT, FACILITY, CONSTRUCTION, UTILITY INSTALLATION, CONNECTION FEE OR FINANCING SHALL BE ONE HUNDRED PERCENT (100%) SPECIALLY ASSESSED. THE MAXIMUM GENERAL OBLIGATION DEBT HEREIN PROVIDED FOR SHALL NOT BE EXCEEDED.

#### 5. Special Assessments

Developer and District covenant and agree:

- A. General Requirements. District shall levy special assessments in the amount required by this Agreement and in the manner provided by law and in accordance with the provisions of this Agreement. Unless the City agrees otherwise, the Developer will levy all special assessments attributable to a particular type of improvement at one time and no buildable lot shall be exempted from such levy. Levy of special assessments shall be on a square foot basis unless City agrees otherwise. Levies attributable to particular improvements shall in no way preclude subsequent levies for enhancements or additional improvements of the same kind. Unless otherwise directed by the City, the District shall cause all sums collected on special assessments to be immediately applied in payment of outstanding warrants of the District in the manner provided by law.
- B. Levy of Special Assessments. Except as may otherwise be agreed to by City, all said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne on an equitable basis by lots or parcels or portions of lots or parcels which are truly buildable sites. If any lots, parcel or part thereof, or other area within the area to be developed is not a buildable site by reason of insufficient size or dimensions or by reason of its having been acquired for any public purpose, or by reason of easement of similar burdens or by reason of floodway or flood plain restrictions, or for any other reason, then no portion of the total amount to be levied for special assessments shall be levied against said unbuildable lot, parcel, or other area, and the amount that otherwise would have been levied against same shall be spread and levied against the lots or parts thereof, within the area to be developed which are buildable sites. Attached hereto as Exhibit "F" is a depiction which the District and its Engineer represent to accurately show the portions of the Subdivision which are buildable property. Except as City may otherwise agree, costs shall be allocated and special assessments shall be levied on a square footage basis.

- C. Notice to City. At least forty-five (45) days prior to the date of any hearing of the Board of Trustees of the District to be held for the purpose of determining apportionment of debt and/or equalizing or levying special assessments against property benefitted by any improvements constructed by District, submit to City in writing as regards each improvement or acquisition:
- 1) A detailed schedule of the proposed special assessments and the total amount of such specials;
  - 2) A detailed breakdown of all costs that are proposed not to be specially assessed (general obligation) and the total of such unassessed costs;
  - 3) A plat of the area to be assessed;
  - 4) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
    - a. the amount paid to contractor;
    - b. a special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy or funding by issuance of bonds if later, estimated fiscal agent's warrant fees and bond fees and other fees incurred in connection with construction and/or financing of the improvements;
    - c. a special itemization of all costs of the District not itemized in (a) or (b) above;
  - 5) The type and estimated costs of any improvement of the District, if any, not included in (a), (b) or (c) above;
  - 6) Notice of the date, time and place of such proposed meeting of the District's Board of Trustees.
- D. Time of Levy. District will not unreasonably delay acceptance of an improvement and the District shall levy special assessments for all improvements within six (6) months after acceptance of the improvement.
- E. Interest Rate on Levy. In setting the rate of interest for special assessments levied by the District, the District shall set same at the maximum authorized by law for special assessments.
- F. City Predetermination of Compliance. District shall not proceed with any levy of special assessments except in accordance with the terms hereof and only after City has determined the proposed special assessments to be in accordance herewith.
- G. Lot Splits. Should any of the platted lots per Exhibit "B" be split, all special assessments levied on the lot will be paid at the time of such lot split, unless the City otherwise agrees.

- H. Estimation of Bond Fees to be Specially Assessed. If special assessments are timely levied and unless circumstances at the time of levy shall make it apparent to the contrary, it shall be assumed in estimating the amount of specially assessed debt (non-general obligation debt) to be financed by bonds and resulting bond fees to be incurred in respect to issuance of bonds on account thereof, that by time of bond issuance, fifty percent (50%) of the total amount specially assessed shall have been collected and shall have been used to retire warrants and that the specially assessed portion (non-general obligation portion) of the debt of the District outstanding at date of bond issuance will have been reduced by a similar dollar amount.

6. Maximum General Obligation Debt

Developer and District warrant, covenant and agree that, notwithstanding any other provision of this Agreement to the contrary, the total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with all phases of the construction of the improvements authorized herein shall not in the aggregate, in any event, exceed the total of the amount of general obligation authorized by Subsections 4-A, 4-B, 4-H, 4-J, 4-L and 18-B hereof. To the extent such general obligation of the District would have otherwise exceeded such total at date of levy of special assessments, the general obligation of the District shall be reduced and the amount specially assessed for paving, storm sewer and sanitary sewer improvements shall be increased.

7. Formula to be Applied by Both District and City

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

8. General Covenants of Developer and District

Developer and District covenant, warrant and agree that:

- A. Compliance with City Construction Requirements. District will abide by and incorporate into all contracts for improvements the provisions required by the regulations and standards of the City pertaining to construction of public improvements in subdivisions and within street right-of-way and testing procedures therefor.
- B. Preconstruction Contracts. That prior to or contemporaneously with the filing of the final plat, the District will present to the City Administration for the benefit of the City binding contracts in full force and effect between the District and contractors requiring the timely and orderly installation of improvements authorized herein, and a binding agreement between the District and its fiscal agent providing for the placement of warrants and/or bonds of the District to finance the cost of the improvements authorized herein, and said fiscal agent's approval as to the terms of this subdivision agreement.

- C. Easements. Prior to commencement of construction of improvements, District will obtain and file of record permanent easements for all sanitary and storm sewer lines, utilities and any other improvements authorized by Section 2 hereof, supra, which are not situated on dedicated street right-of-way. Said easements shall be granted to District and City by Developer at no cost to District or City and shall be in form satisfactory to City's Attorney and City's Engineer.
- D. Entrance Signage and Median Landscaping and Fencing. Installation and maintenance of entrance signs or related fixtures and any median landscaping and related fixtures and any subdivision perimeter fencing shall be paid for by the Developer or the subdivision's property owners' association. Plans for such proposed improvements that are to be located in public right-of-way on public property and a proposed maintenance agreement for the improvements with the Developer or property owners' association must be submitted to the City for review and approval prior to the installation of improvements.
- E. Billboards. No billboards, whether at ground level or elevated, shall be permitted within the Subdivision. All signage must comply with City sign ordinances, including all revisions resulting from current sign ordinance review and revision now in progress.
- F. Utility Refunds/Rebates. That to the extent any costs of the external water supply main described in Section 2-F shall not have been specially assessed, all refunds, rebates and allowances of every kind and description received from Metropolitan Utilities District in respect to further water connections to such water main and all other refunds and rebates given in respect to any of the improvements financed by the District shall belong to the District and not the Developer, and Developer hereby assigns any right Developer may have thereto to District.
- G. Underground Electrical Refund/Rebate. All contract charges for underground power authorized to be paid by District to OPPD, including both the basic charges and refundable charges, together with all other charges and costs incident thereto, shall be specially assessed against property within the area to be developed. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by OPPD to District or its successors shall be credited as follows:
- (1) If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
  - (2) If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
  - (3) If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- H. District Funding re Annexation Issues. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City, except that in the

event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.

I. Natural Gas Source. This section intentionally left blank.

J. Administration. As regards this Agreement and its implementation:

(1) No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.

(2) The administration of this Agreement shall be through the offices of the undersigned officers for their respective entities.

K. Remedies. That in addition to whatever rights of enforcement of the terms hereof are herein granted to any party, each party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the parties expressly reserve to and right to specifically enforce full compliance of the terms and conditions of this agreement by mandatory or prohibitory injunction.

L. Covenants Running With Land, Etc. The covenants and agreements of Developer and the District set forth in this Agreement are joint and several and shall constitute covenants running with the land.

M. Non-Discrimination. In the performance of this contract, neither the District nor the Developer shall discriminate against any parties on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

#### 9. Partial Annexations

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

#### 10. Recreation/Open Space

The District will not be purchasing or otherwise acquiring real estate.

#### 11. Construction Standards and Procedures

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

A. All improvements will be constructed in strict accordance with plans and specifications and locations approved in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing

procedures therefor, and directions of City Engineer, and that upon completion of construction thereof, District shall furnish to City a certificate from its consulting engineer so certifying.

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

## 12. Administrative Fee

District agrees that it will pay to City an amount equal to one percent (1%) of the actual construction cost of all improvements constructed by or for the District, including electrical and water distribution systems constructed pursuant to contracts between the District and Omaha Public Power District or Metropolitan Utilities District, as well as all other improvements authorized under Section 2, supra, as reimbursement to City for engineering, legal and administrative expenses incurred by City in connection with administration of this Agreement. An estimated payment shall be made on the basis of one percent (1%) of the construction cost estimate for the various improvements computed by the

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

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

13. Sidewalks

City is not requiring installation of public sidewalks at this time, but City reserves the right to require sidewalks in the future in accordance with its sidewalk policies as they may from time to time exist, and if required, will be at the property owner's expense.

14. Maintenance of Improvements

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

15. Sewer Connections

The parties mutually agree as follows:

- A. Term of Connection. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed twenty (20) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. City Ownership of Outfalls. Upon the completion of any Sanitary Outfall Sewer built by the District, the City shall be granted and it shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.
- C. Connection Permit. The City shall have exclusive control over connections to its sewer system whether inside or outside the District's boundaries, and the District shall not, without the prior written approval of the City, permit any sewer lines or sewers outside the subdivision to be connected to the sewer or sewer lines within or without the District. Any fee resulting from such a connection shall be paid to City, except as City shall otherwise agree.
- D. Sewage. At all times all sewage and discharge from and through said District into the City sewer system shall be in conformity with the ordinances, regulations and

conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

- E. Connection Permit and Fees. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
- F. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinances, statute, rule, or regulation.
- G. Compliance With City Regulations, Etc. The District and Developer expressly agree that they are and shall be:
- (1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of La Vista applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of La Vista; and
  - (2) Bound by any terms and provisions which by ordinance, resolution, or rule of the City of La Vista shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City of La Vista or sewer within its zoning or health jurisdiction.
- H. Easements to City. Developer and District shall, and by these presents do, grant unto City the following:
- (1) A perpetual easement and license to connect to and transmit sewage through the sewer system of District for transportation of sewage as City shall determine appropriate, for which connection or transportation City shall not be required to pay any connection fee or connection charge to District.
  - (2) A perpetual easement and license to City, its employees, representatives and agents, to enter upon and into the property, streets, roads and public ways and easements of District for the purpose of surveying, excavating, constructing, reconstructing, replacing, relocating, inspecting, maintaining, repairing, cleaning out, or otherwise improving the sewer system of the District.
- I. Separate Sewer Agreement. The use, operation and other matters pertaining to, sanitary sewers and outfall sewer to be constructed pursuant to this Subdivision Agreement are governed by a separate "Sewer Agreement" entered into between the City and the District, and District, Developer and City agree to be bound by the terms of such Agreement. District and Developer do represent that the representations therein

made are truthful and the agreements therein made will be faithfully performed by District and Developer.

16. Sewer Connection Fees

A. La Vista Special Sewer/Drainage Fee ("La Vista Fee")

- (1) The City of La Vista imposes a special sewer/drainage fee ("La Vista Fee"), which is currently \$3,600 per acre for industrial tracts. The estimated amount of this fee at current rates is \$116,748.00 for the tract, computed as follows:

Lots 1 through 13, inclusive,  
32.43 Ac @ \$3,600 per acre

\$116,748.00

<u>Lot</u>	<u>Acres</u>	<u>Amount</u>
1	2.06	\$7,416.00
2	1.79	\$6,444.00
3	2.37	\$8,532.00
4	1.83	\$6,588.00
5	1.64	\$5,904.00
6	2.73	\$9,828.00
7	3.05	\$10,980.00
8	4.34	\$15,624.00
9	2.42	\$8,712.00
10	2.15	\$7,740.00
11	2.91	\$10,476.00
12	2.57	\$9,252.00
13	2.57	\$9,252.00
Total	32.43	\$116,748.00

Total Tract Connection Fees  
at current rates:

\$116,748.00

The foregoing acreages and amounts do not include additional acreage that may be acquired by Developer by purchase of right-of-way or otherwise, which additional acreages shall be subject to the City's sewer connection fee, and the foregoing acreages and amounts of sewer connection fee shall be increased accordingly to reflect increase in size of lots, wherever applicable.

B. Sarpy Industrial Sewer Connection Fee ("Sarpy Fee")

- (1) Sarpy Fee. The connection fee for the Sarpy Industrial Sewer ("Sarpy Fee"), if applicable, is currently \$3,878.16 per acre for industrial subdivisions. If, by reason of the City's interlocal agreement with Sarpy County, any lots within the Subdivision are subject to connection fee charges for the Sarpy County Industrial Sewer, the amount of the applicable Sarpy Fee shall be collected by the City on behalf of Sarpy County, in which case the Developer is entitled to a credit against the amount that would otherwise be owing to the City in respect to City's sewer/drainage fee as hereinafter provided.

- (2) Credit for Sarpy Fee Paid. The La Vista Fee, as from time to time set by the City, shall be applicable to property within the Subdivision and shall, in respect to each lot or parcel, be paid to City at time of application to City for a building permit or sewer connection of the lot or parcel to the sewer system of the District. However, in respect to properties within the District to which the Sarpy Fee shall, by the terms of the City's interlocal agreement with Sarpy County be applicable and shall have been paid to City, then there shall be credited as a deduction against the La Vista Fee an amount as hereinafter provided. Such credit against the La Vista Fee shall be structured and set from time to time by City, as it shall determine, which credit at this time is not less than the following:
- (a) For property connections made within two (2) years from date of this Agreement, the credit shall not be less than ninety percent (90%) of the applicable La Vista Fee in effect at time of connection;
  - (b) For property connections made more than two (2) years but less than five (5) years from date hereof, the credit shall not be less than seventy-five percent (75%) of the applicable La Vista Fee in effect at time of connection;
  - (c) For property connections made more than five (5) years from date hereof, the credit shall not be less than fifty percent (50%) of the applicable La Vista Fee in effect at time of connection.
- C. Time of Collection. Except as provided in Subsection 16-A(2) in respect to the La Vista Fee, the connection fees charged in respect to any lot at the time it becomes due shall be adjusted to reflect increases, if any, in connection fee rates occurring subsequent to this Agreement and prior to the time of due date of the fee. If any lots within the Subdivision are subject to the Sarpy Fee, the amount of the Sarpy Fee shall be collected by the City on behalf of Sarpy County and the La Vista Fee, subject to the applicable credit as provided in Subsection B(2) above, shall also be collected by the City.
- D. When Due. Fees shall become due and owing and shall be paid in respect to each lot or parcel upon application for a building permit or sewer connection permit for the lot. If a property is connected without benefit of the proper City permit, it shall be subject to disconnection and the owner and/or person causing such connection shall be subject to applicable penalties.
- E. Additional Plats. In the event Developer shall plat or replat additional lots within the Development Tract, this Agreement shall be amended by the parties to provide payment of the then current fee for the additional lots, any additional fee to be paid at time of plat approval(s) and prior to issuance of any building or sewer permits by City in such additional platted or replatted area.
- F. City Sewer Tap, Inspection and Use Fees to be Paid. The City may collect, within the Development Tract, the City's sewer tap and inspection and permit fees, and its sewer use fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Subsection 16.

- G. Issue of Sewer Permit. No sewer permit will be issued by the City for any improvement or construction on any lot or parcel in the Subdivision until all sewer connection fees for such lot are paid to the City.

17. District Mill Levy.

The District and Developer agree:

- A. Annual Levy. District shall annually levy a minimum ad valorem property tax levy of no less than \$0.88 (88¢) per \$100.00 of taxable valuation for tax collection years through the year that District is capable of and pays all warrants on a cash basis or until they are funded by bonds. Unless otherwise agreed to by City, at least \$0.45 (45¢) per \$100.00 valuation of such levy shall be for debt retirement. Thereafter, District shall levy minimum debt retirement levies and general fund levies as hereinafter provided.
- B. After All Warrants are Paid. Commencing in the year following the year in which District pays its outstanding warrants through issuance of bonds, the District shall levy a mill levy determined as follows:
- (1) Cash Flow Projection. On or about June 1 of each year following the issuance of District bonds, the District's fiscal agent will deliver to the City Treasurer, for review and approval by City, a cash flow projection by year for a fifteen (15) year period ("cash flow projection"). The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the debt service fund. The projected annual debt service payments shall be based on a fifteen (15) year or shorter bond principal payback, with not less than forty-five percent (45%) of principal payback to occur within the first ten (10) years from date of issue, with payment of principal and interest to begin no later than one (1) year after actual bond issue date. District's fiscal agent shall, not less often than annually, cause such cash flow projection to be updated and filed with the City.
  - (2) Debt Retirement Levy. Commencing with District's levy made for the year following District's funding of all of its warrant indebtedness, the District's Board of Trustees agrees that, in addition to its general fund levy, it will levy for debt retirement purposes a levy sufficient to timely retire the existing and projected future debt obligations as revealed by the cash flow projection.
  - (3) General Fund Levy. District's Board of Trustees agrees that, commencing in the year 2001, in conjunction with and in addition to the levy for debt retirement, it shall annually levy a tax rate for its general fund purposes sufficient to fully comply with the Nebraska Budget Act, including an amount sufficient to timely retire general fund warrants and accruing interest thereon.
  - (4) Minimum Levy. Notwithstanding any provision above to the contrary, the District's Board of Trustees agrees that until District's debt is paid in full, the District's levy shall in no event be less than \$0.88 (88¢) per \$100.00 valuation, until all of such debt is converted to bonds, and thereafter the District's levy shall in no event be less than the total of the following:
    - (a) A general fund levy in compliance with Subsection 17-B(3) above;

- (b) A bond levy sufficient to timely raise sufficient funds for the District to make timely payments in full of all bond principal and interest payments as they become due.

18. Corridor Landscaping and Building Orientation. Developer and District agree to abide by the City's landscaping and building orientation requirements for the lots within the Subdivision, a copy of which requirements is attached as Exhibit "G" and made a part hereof.

19. Additional Special Covenants and Agreements

Developer and District further covenant and agree as follows:

A. Sewer Connections. The District's sanitary sewer system shall be connected to an existing outfall sanitary sewer at the point shown on Exhibit "E."

B. City may employ its regular engineers or independent engineers, as it may choose for different matters or issues pertaining to the subdivision, and as used herein "City Engineer" shall mean the engineer or engineering firm so employed by City in respect to the particular review, matter or issue.

C. Restrictive Covenants. Developer shall submit to City restrictive covenants for (LM) Light Industrial use within the subdivision for City's review and approval. City site plan approval shall be required for development of all lots within the subdivision.

20. Covenants Run With Land. This Subdivision Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the Developer, its successors, assigns, heirs, lenders, mortgagees and others gaining or claiming an interest or lien within the subdivision tract.

21. Exhibit Summary

The Exhibits proposed by Thompson, Dreessen & Dorner, Inc., engineers for District and Developer, are attached hereto and made a part hereof are as follows:

Exhibit "A": Land Survey Certificate showing metes and bounds legal description of the Subdivision dated October 25, 2000, without subsequent revision, with form of dedication to appear on final plat.

Exhibit "B": Final plat of area to be developed dated October 25, 2000, without revision.

Exhibit "C": Plat drawing showing thirty feet (30') wide nine inch (9") deep portland concrete paving, including portion of subdivision deceleration lanes and entrances to be general obligation, and dated January 18, 2001, with only revision on June 6, 2001.

Exhibit "D": Storm Sewer plat drawing showing location and sizing of storm sewer Section II improvements dated December 1, 2000, with only revision on June 6, 2001.

- Exhibit "E": Sanitary Sewer plat drawing showing type and location of sanitary sewer dated January 18, 2001, with only revision on June 15, 2001.
- Exhibit "F": Developer's and District Engineer's determination as to buildable lot areas within the subdivision, dated \_\_\_\_\_.
- Exhibit "G": Corridor Landscaping and Building Orientation Requirements.

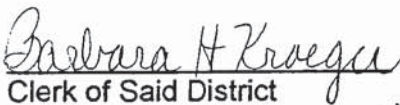
IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

  
Donald E. Kroeger

  
Barbara H. Kroeger

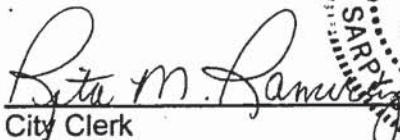
ATTEST:

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

  
Clerk of Said District

By   
Chair of the Board of Trustees

ATTEST:

  
City Clerk



CITY OF LA VISTA.

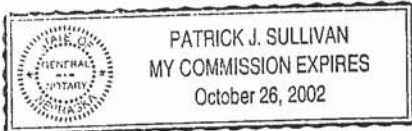
By   
Harold Anderson, Mayor

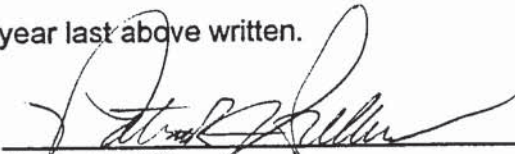
#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )

On this 17th day of August, 2001, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Donald E. Kroeger and Barbara H. Kroeger, personally known by me to be the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

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



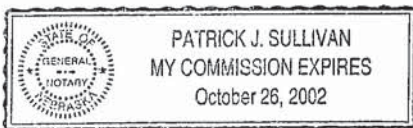
  
Notary Public

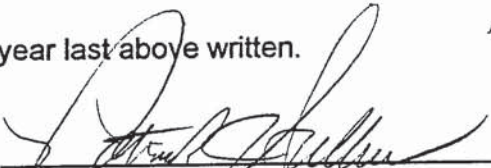
#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )

On this 17th day of August, 2001, before me a Notary Public, duly commissioned and qualified in and for said County, appeared DONALD E. KROEGER, personally known by me to be the Chair of the Board of Trustees of Sanitary and Improvement District No. 163 of Sarpy County, Nebraska, and BARBARA H. KROEGER, to me personally known to be the Clerk of the Board of Trustees of Sanitary and Improvement District No. 163 of Sarpy County, Nebraska, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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



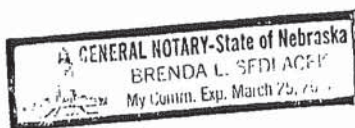
  
Notary Public

#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF Sarpy )

On this 4th day of September, 2001, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Harold Anderson, personally known by me to be the Mayor of the City of La Vista and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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



  
Notary Public

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS, AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS I-80 INDUSTRIAL PARK 2, LOTS 1 THRU 13, INCLUSIVE, BEING A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, LYING EAST OF INTERSTATE 80 AND SOUTH OF GILES ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NE 1/4;  
THENCE S00°11'20"W (ASSUMED BEARING) 513.79 FEET ON THE EASTERLY LINE OF SAID NE 1/4 TO THE SOUTHERLY LINE OF GILES ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING S00°11'20"W 1242.26 FEET ON THE EASTERLY LINE OF SAID NE 1/4;

THENCE N89°48'40"W 1010.00 FEET;

THENCE N53°15'47"W 160.50 FEET;

THENCE S36°44'13"W 303.66 FEET;

THENCE N53°15'47"W 347.93 FEET TO THE EASTERLY LINE OF INTERSTATE 80;

THENCE NORTHEASTERLY ON THE EASTERLY LINE OF INTERSTATE 80 ON THE FOLLOWING DESCRIBED 5 COURSES;

THENCE N34°59'24"E 735.50 FEET;

THENCE N41°01'20"E 255.90 FEET;

THENCE N51°21'14"E 130.06 FEET;

THENCE N42°27'00"E 658.22 FEET;

THENCE N41°01'30"E 235.87 FEET TO THE SOUTHERLY LINE OF GILES ROAD;

THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED 5 COURSES;

THENCE S61°08'18"E 159.13 FEET;

THENCE S28°51'42"W 28.42 FEET;

THENCE S61°08'18"E 145.89 FEET;

THENCE S00°11'20"W 190.00 FEET ON A LINE 60.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID NE 1/4;

THENCE S89°48'40"E 60.00 FEET TO THE POINT OF BEGINNING.



OCTOBER 25, 2000

DATE

DAVID H. NEEF  
NEBRASKA RLS 475

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, DONALD E. KROEGER AND BARBARA H. KROEGER, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS I-80 INDUSTRIAL PARK 2, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND QWEST CORPORATION, INC., AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT LOT LINES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

\_\_\_\_\_  
DONALD E. KROEGER

\_\_\_\_\_  
BARBARA E. KROEGER

## ACKNOWLEDGEMENT OF NOTARY

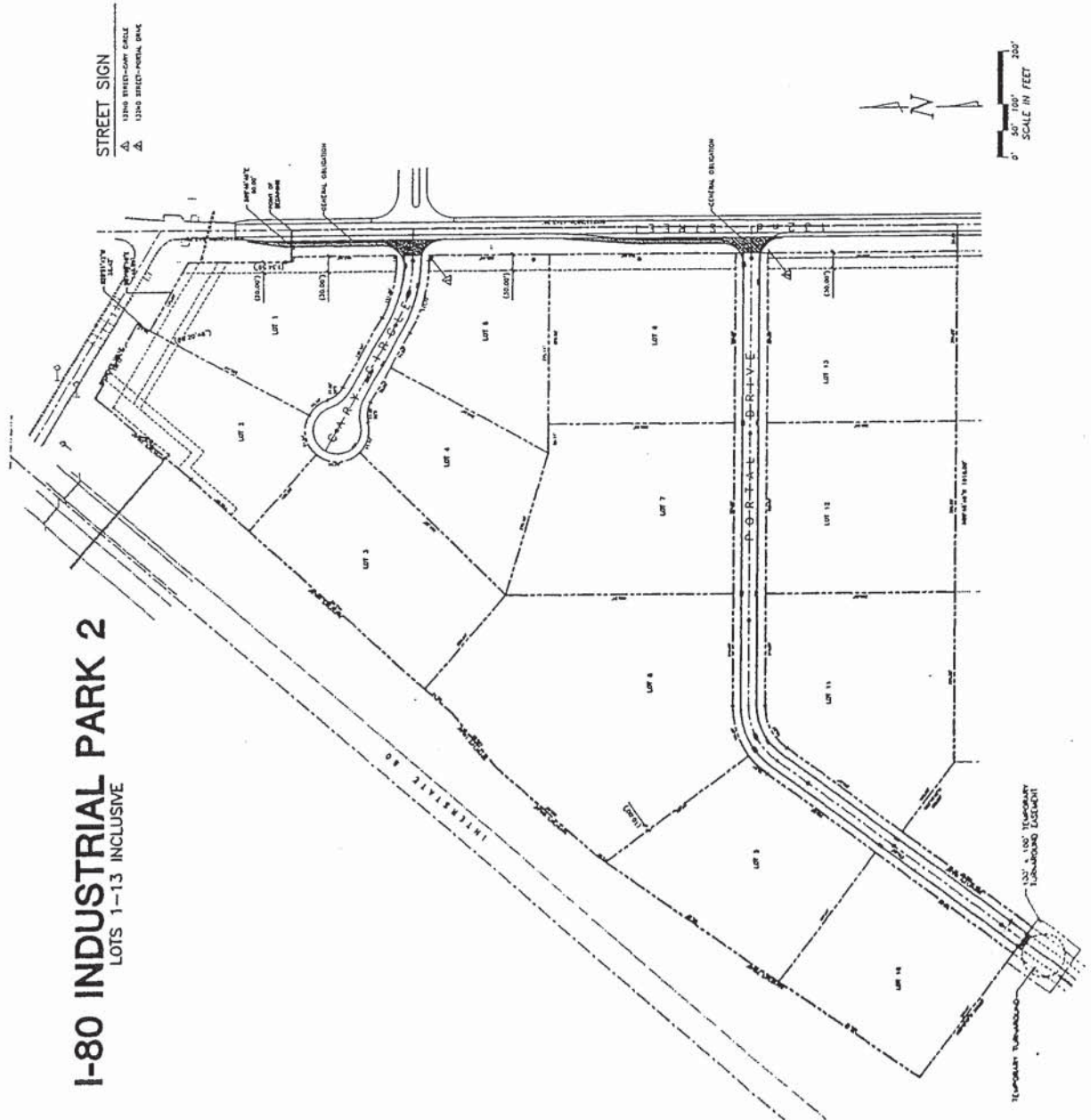
STATE OF NEBRASKA )  
COUNTY OF SARPY ) ) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 200\_ BY DONALD E. KROEGER AND BARBARA H.  
KROEGER.

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



# **I-80 INDUSTRIAL PARK 2** LOTS 1-13 INCLUSIVE



STREET SIGN

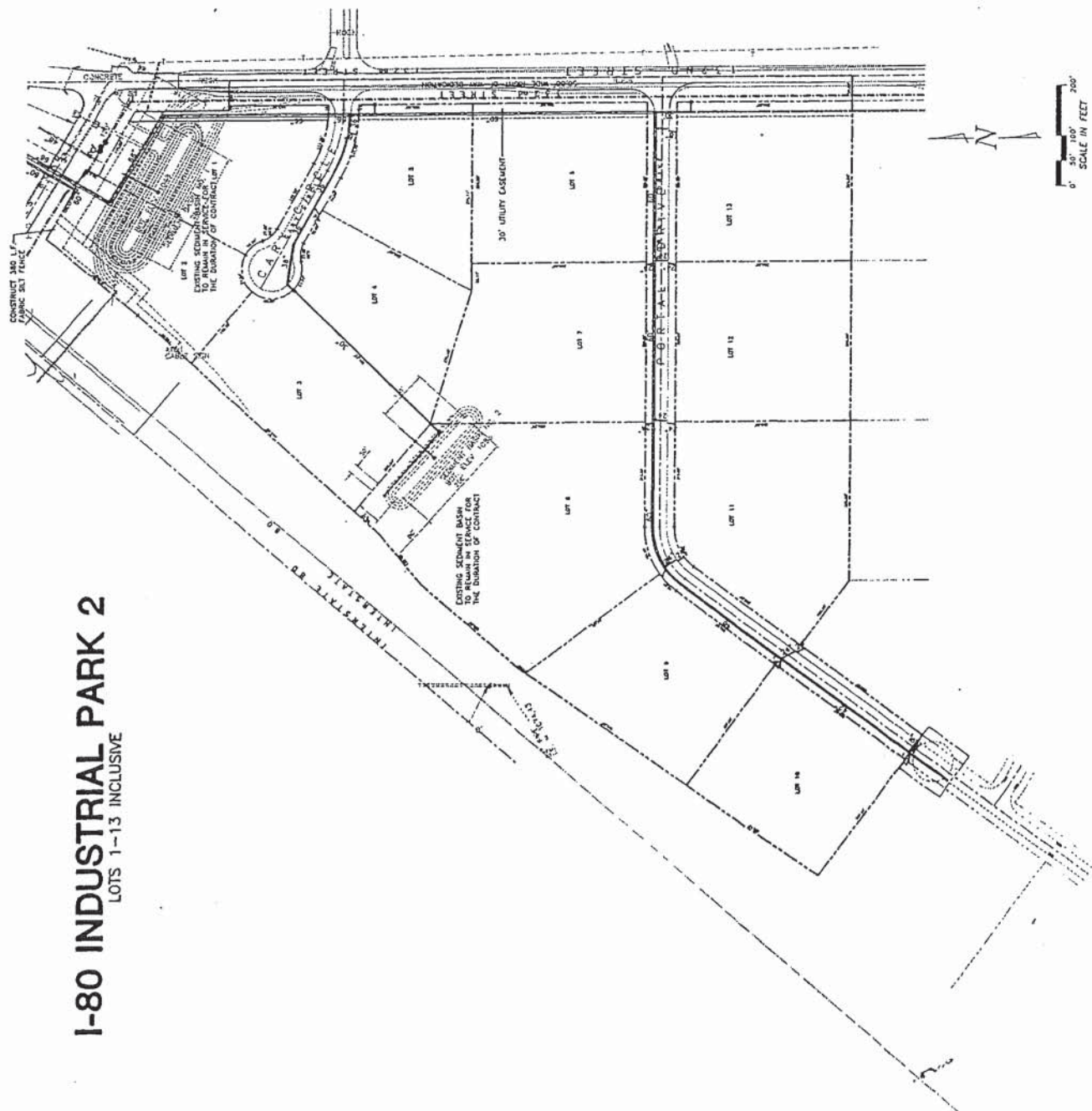
- △ 1200 STREET-SARPY DRIVE
- △ 1200 STREET-PORTAL DRIVE

SANITARY & IMPROVEMENT DISTRICT NO. 163		SARPY COUNTY, NEBRASKA		I-80 INDUSTRIAL PARK 2		PAYING - SEC 1		JUNE 6, 2001	
AS SHOWN	JAN. 18, 2001	B.L.L.	D.A.J.						

**THOMPSON, DRESSEN & DORNER, INC.**  
 Consulting Engineers & Land Surveyors  
 1000 OLD MILL ROAD  
 OMAHA, NE 68104  
 (402) 390-1880

# I-80 INDUSTRIAL PARK 2

LOTS 1-13 INCLUSIVE



AS SHOWN	DEC. 1, 2000	U.L.L.	D.A.J.	JUNE 6, 2001
SANTARY & IMPROVEMENT DISTRICT NO. 163	SARPY COUNTY, NEBRASKA	IN II	STORM SEWER -	I-80 INDUSTRIAL PARK 2

**R<sup>2</sup> THOMPSON, DRESSSEN & DORNER, INC.**  
 Consulting Engineers & Land Surveyors  
 10808 OLD HWY. 101  
 OMAHA, NE 68114  
 (402) 330 - 8880

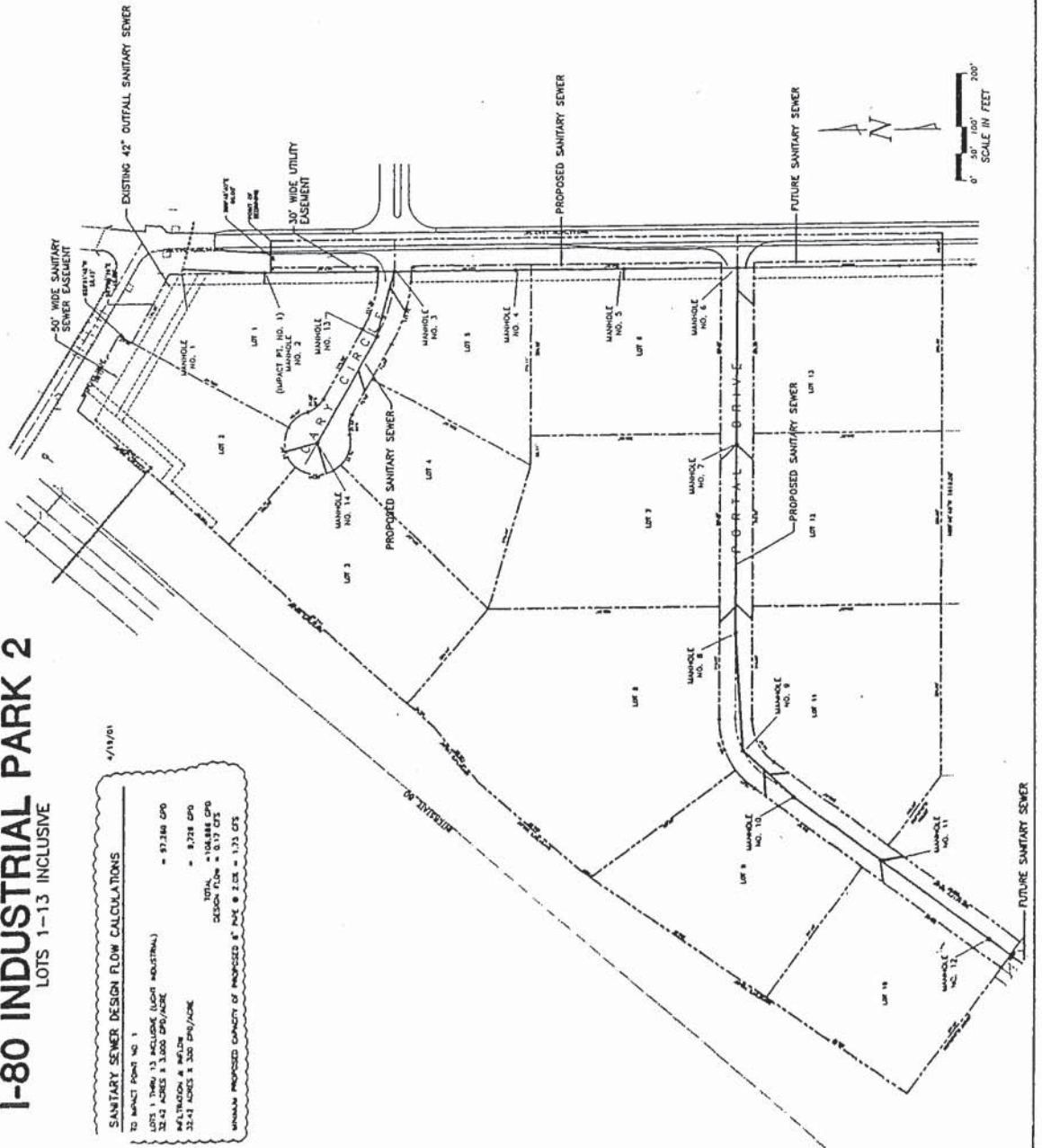
# I-80 INDUSTRIAL PARK 2

LOTS 1-13 INCLUSIVE

4/14/01

## SANITARY SEWER DESIGN FLOW CALCULATIONS

TO IMPACT POINT NO. 1  
 LOTS 1 THRU 13 INCLUSIVE (LOFT INDUSTRIAL)  
 32.47 ACRES @ 3,000 GPD/ACRE  
 BALTIMORE & MICHIGAN  
 32.47 ACRES @ 300 GPD/ACRE  
 TOTAL = 9,741 GPD  
 DESIGN FLOW = 0.17 CFS  
 MINIMUM PROPOSED CAPACITY OF IMPROVED 8" PIPE @ 2.0% = 1.73 CFS



SANTARY & IMPROVEMENT DISTRICT NO. 163		SANTARY SEWER		ION II	
SARPY COUNTY, NEBRASKA		1-80 INDUSTRIAL PARK 2		JUN 15, 2001	
AS SHOWN		B.L.L.		D.A.J.	
JAN. 18, 2001					

**R<sup>2</sup> THOMPSON, DRESSSEN & DORNER, INC.**  
 Consulting Engineers & Land Surveyors  
 1008 OLD MIL. RD.  
 OMAHA, NE 68104  
 (402) 320-1880

951-107  
 951107522 DWG

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

As agent for the developer, we the Engineers for I-80 Industrial Park 2 of Sarpy County, Nebraska, have determined that all lots in the I-80 Industrial Park 2 are of sufficient size and width, and of sufficient depth from the building line to comply with the City's regulations applicable to the zoning granted by the City, and contain no easements, drainage way, utility lines or other hindrance with would prevent any of the lots from being buildable as platted.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001

THOMPSON, DREESSEN & DORNER, INC.

By \_\_\_\_\_

## Exhibit "G"

### Landscaping and Visual Screening Requirements Based Upon Site Layout Options

The City of La Vista's Comprehensive Plan identifies that the I-80 corridor, which serves as an entrance into the City, should be developed as a "gateway." As such, all development within I-80 Industrial Park 2 shall, at minimum, adhere to the landscaping requirements prescribed in Section 11-614 of the Municipal Code and to the following:

1. All plant material sizes shall conform to the City of La Vista standards.
2. Lots with the front of buildings facing Interstate 80 and without loading areas along the Interstate shall incorporate a 15-foot wide buffer strip with one Autumn Purple Ash per 40 feet of frontage (I-80) and a 10-foot wide buffer along Cary Circle or Portal Drive with one Shademaster Locust per 40 feet of frontage.
3. Lots having the side of a building facing Interstate 80 without loading areas along the Interstate shall incorporate a 15-foot wide buffer with one Autumn Purple Ash per 40 feet of frontage (I-80) interplanted between with one Spring Snow Crabs per 40 feet of I-80 frontage and a 10-foot wide buffer along Cary Circle or Portal Road with one Shademaster Locust per 40 feet of frontage.
4. Lots with the rear of building facing Interstate 80 with loading also facing the Interstate shall incorporate a 15-foot wide buffer with one Autumn Purple Ash per 40 feet of frontage interplanted with two Spring Snow Crabs and ten Red Twig Dogwoods per 40 feet of I-80 frontage and a 10-foot wide buffer along Cary Circle or Portal Drive with one Shademaster Locust per 40 feet of frontage.
5. Lots having natural berms along Interstate 80 providing visual screening are not required to incorporate any plant material other than grass, however a 10-foot wide buffer is required along Cary Circle or Portal Drive with one Shademaster Locust per 40 feet of frontage.
6. Lots having buildings fronting Cary Circle, Portal Road, or 132<sup>nd</sup> Street without frontage to Interstate 80 and having loading areas on the side or rear shall incorporate a 10-foot wide buffer along their respective street(s) with one Shademaster Locust per 40 feet of frontage.
7. A landscape plan indicating both proposed and existing landscaping and screening shall be submitted for review and approval by the City. Said plan shall be in sufficient detail to provide a reasonable understanding of what is being proposed. Site calculations used in computing quantities shall also be submitted which are proposed to satisfy the required amounts of landscaping. A detailed listing of all plant materials to be used, quantities, size and spacing shall be submitted for approval along with a planting schedule.
8. All projects shall include a detailed drawing on the landscape plan indicating the method of enclosure and screening to be used on trash dumpsters. All dumpsters or trash bins shall maintain a solid 6-foot enclosure around each unit. Said enclosure shall be of materials complimentary materials to the main building.
9. All required screening and landscaping shall be maintained and, whenever necessary, replaced with materials that provide equivalent size, density, and appearance. All landscaping and screening shall be kept free from refuse and debris so as to present a healthy, neat and orderly appearance. Turf grass or other approved ground cover shall be maintained on all areas not covered by other landscaping, parking, drives, buildings, or similar structures.

SEWER CONNECTION AGREEMENT  
(Including Sarpy Industrial Sewer)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this 4th day of September, 2001, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Sanitary and Improvement District No. 163 of Sarpy County, Nebraska (hereinafter referred to as "District");

W I T N E S S E T H:

WHEREAS, the District has constructed or is contemplating constructing sanitary sewers within I-80 Industrial Park 2, a subdivision, legally described on Exhibit "A" hereto, consisting of only a portion of the territory within District's boundaries, a copy of the plat for which subdivision is attached as Exhibit "B" hereto; and

WHEREAS, District desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and into the Sarpy Industrial Sewer ("Industrial Sewer") within City's Future Growth Area ("City's FGA") within the meaning of the Nebraska County Industrial Sewer Construction Act (Neb..Stat. §23-3601, et seq.); and

WHEREAS, City is the authorized agent to issue permits for connection to the Sarpy Industrial Sewer within City's FGA and to collect sewer connection fee for such connections on behalf of Sarpy County; and

WHEREAS, Sarpy County is to be a third party beneficiary of District's agreements herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the District" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Situated within the boundaries of District, whether or not owned by District;
- B. Owned by District, whether within or without the boundaries of the District;

- C. Serving as an outfall sewer or other connecting sewer from the boundaries of the District to the point of connection with the sewer system of the City and/or to the Industrial Sewer, or any part thereof.

Sewer service lines constructed on private property for the purpose of connecting any residence or any other buildings to the sewer system of the District shall be excluded from the meaning of the term "sewer system of the District" whenever such term is used in this Agreement.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the District and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;
- 3. That portion of the Sarpy Industrial Sewer within City's FGA.

## II

Subject to the conditions and provisions hereinafter specified, the City on its own behalf, and on behalf of the County of Sarpy, Nebraska, hereby grants permission to the District to connect the sanitary sewer system of the District to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the District and approved by the City.

## III

District expressly promises, warrants, covenants and agrees:

- A. That except where otherwise provided in Exhibit "C", the sewer system of the District will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City Council of City and in strict accordance with the minimum standards and requirements of construction adopted by City and the minimum standards applicable to connection to the Sarpy Industrial Sewer and in effect at time of construction; and that upon completion of construction, District shall furnish to the City a certificate from its Consulting Engineers so certifying

and District shall be responsible for inadequacy of plans, designs and specifications, notwithstanding City's approval thereof. Should an inconsistency exist between the minimum standards of the City and those of Sarpy County, the more stringent shall apply.

- B. That except where otherwise provided in Exhibit "C", the sewer system of the District shall be designed and constructed, and as required reconstructed, at the expense of District and the property therein, and at no expense to the City.
- C. District shall cause "As Built Plans" in reproducible form and specifications of the entire sewer system of the District heretofore or hereafter constructed to be furnished promptly and without cost to the City, in such number and form as City may prescribe. All such plans shall be submitted on mylars, except where the City agrees otherwise.
- D. The sewer system of the District shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, where applicable, those of Sarpy County, with reference to use, operation and maintenance of the system.
- E. The sewer system of the District shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The District's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- F. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of District which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, District will, on notice thereof, promptly correct said defect.
- G. That in the event District for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and District, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- H. At all times all sewage flowing into, passing through or from the sewer system of the District shall be in conformity with the ordinances, regulations and

conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall District, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the District, in violation of such ordinances, regulations and conditions.

In respect to any industrial use or connection to the sewer system of the District, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the District and the City.

In furtherance of the foregoing, the District shall, whenever necessary, require the owner of the property connecting, to the sewerage system of the District to provide at his expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City. The District shall require as a condition of allowing any property owner to connect to the sewerage system of the District that such property owner allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. As to those portions of the sewer system of the District which are hereafter constructed by or on behalf of the District or under its control or direction, the District will:
  1. Require the contractor to furnish a performance and maintenance bond with District and City as joint and several obligees thereon, which bond shall be satisfactory to City as to surety, form and term.
  2. Except where otherwise provided in Exhibit "C", cause the contractor to comply with all Federal and State laws and regulations, and the ordinances, regulations, and minimum standards of construction of the City applicable to sewer and sewage systems, and to comply with all applicable provisions of this Agreement.
- J. District shall not cause, suffer or permit to be connected to the sewer system of the District any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries, except in strict accordance with the provisions of Paragraph VII hereof, infra.

- K. That as to any portions of the sanitary sewer system presently situated, or which at time of construction will be situated, on property not owned by District or not permanently dedicated to the public use of the District, District shall, at no expense to City, secure and file of record perpetual easements running with the land, from the owners thereof, providing that District, its employees, representatives, successors and assigns, shall have the right to enter upon said property to construct, reconstruct, repair, maintain, improve and inspect any sewers and appurtenances thereto situated thereon, and to inspect sewage thereof or therein.
- L. That District is, or at time of construction will be, the owner of the entire sanitary sewer system situated within its boundaries.
- M. That District will require that all buildings in the District be connected to the sewer system of the District and that all septic tanks be dispensed with.
- N. That District will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the District, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the District, in doing any work or construction of the sewer system of the District, or by or in consequence of any performance of this contract.
- O. That District shall promptly file all reports, pay all connection fees and perform all other obligations of District provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- P. That, subject to the provisions of Paragraph VI, infra, District is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph VI, infra, hereinafter made and adopted by City applicable to Sanitary and Improvement Districts whose sewers connect directly or indirectly with or into the sewer system of City or applicable to or required in contracts with Sanitary and Improvement Districts in order to permit or continue the discharge of any sewer from a Sanitary and Improvement District to flow into or through any part of the sewer system of the City, including but not limited to the collection of such sewer use fees and the time and manner of payment of such fees.

- Q. District shall in connection with all improvements constructed by or in its behalf, including but not limited to all paving, storm sewers, sanitary sewers, sanitary sewer connections, water, gas and electrical distribution systems, and all other improvements, abide by the terms of the Subdivision Agreement between District and City and all applicable regulations of the City, including any pertaining to the determination of amount of improvement costs that may be financed by public debt and the amount thereof that must be defrayed by special assessment.
- R. Except as may otherwise be provided in Exhibit "C" hereto, any sewer connection fee or use fee paid by or with District funds or credit connection fees and use fees so paid by District to City shall be one hundred percent (100%) charged against the property affected, and the District shall in no event issue its warrants or bonds for purpose of paying such fees, except to the extent said warrants or bonds are or will be secured by valid liens against the property affected.
- S. District shall fully comply with the terms and conditions of any written agreement between City and the developer or developers of the area situated within the District's boundaries or any written representation made to City by said developer or developers and upon which City has or shall have relied as to any of the following:
1. the types of improvements which District shall construct or for which District funds or credit will be employed;
  2. the amount of District debt which may be incurred for any improvement, class of improvements, or all improvements generally;
  3. the method in which cost of improvements shall be allocated between special assessment against property specially benefitted and general obligation, if any, of the District;
  4. any other acts or forbearances of the District, its officers and board of trustees.
- T. Except as may otherwise be provided in Exhibit "C" hereto, any water distribution system serving the District shall be constructed and operated by the Metropolitan Utilities District, the water utility regulated and franchised by City to produce, distribute and sell water to the City and its inhabitants, and the water rates and fees established under said franchise granted by City shall be applicable to the District to

the same extent as though the District were situated within the corporate limits of City.

#### IV

In consideration of City's entering into this Agreement with District on the terms herein provided, District:

A. Shall, and by these presents does, grant and convey unto City and its successors and assigns:

1. A perpetual easement and license to transmit through the sewer system of District sanitary sewage from any area now or hereafter served, directly or indirectly, by the sewer system of the City or any part thereof.
2. A perpetual easement and license to City, its employees, representatives and agents, to enter upon and into the property, streets, roads and public ways and easements of District for the purpose of surveying, excavating, constructing, reconstructing, replacing, relocating, inspecting, maintaining, repairing, cleaning out, enlarging, removing, adding to, using and/or operating the sewer system of the District through which City has been granted an easement by District, as aforesaid, or in which City has been granted an ownership interest.
3. A perpetual license to connect the sewer system of the City, or any part thereof, to the sewer system of District, for which connection or connections City shall not be required to pay any connection fee or connection charge.
4. The provisions of this Subparagraph IV-A shall in no event be construed to shift to City any responsibility for the maintenance, repair or reconstruction of the sewer system of the District or any part thereof, except as may be specifically provided in Exhibit "C" hereto.

B. Warrants, covenants and agrees that it shall perpetually maintain and keep in good operating order and repair at no cost to City such portions of the sewer system of District as City may use for the purposes set forth in Subparagraph A-1 of this Paragraph IV.

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by District shall be perpetual, notwithstanding the fact that this Agreement is for a term of years; provided, however, in the event that City

shall by annexation or otherwise acquire any portion of the sewer system of District, then District's obligation to maintain and repair shall thereafter terminate as to such portion of the sewer system of the District that shall have been acquired by City.

V

District further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the District until a permit therefor shall have been obtained from City and the appropriate connection fee paid to City. District shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
  - 1. pay to City the applicable sewer connection fee as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
  - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Pass such regulations and ordinances as shall be necessary to:
  - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
  - 2. require the disconnection of any connection made to the sewer system of the District which shall have been made without the proper permit from the City and payment of connection fees to City;
  - 3. assure that all connections to the sewer system of the District will be made in accordance with the ordinances, regulations and specifications of the City of La Vista pertaining to sewer connections and require the disconnection of any connection not so made.
- C. Upon the demand of City, District shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the District which shall not have been paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, District shall immediately cause to be disconnected any connection to the sewer system of the District which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

## VI

District shall pass ordinances, rules and regulations as may be necessary to facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance or county resolution. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use. Such fees shall be paid by the properties benefitted and the District's funds or credit shall not be used for payment thereof.

## VII

Without the prior specific written approval by City, the District shall not permit any sewer lines or system of sewers outside its boundaries or directly or indirectly serving areas outside its boundaries to be connected with the sewer system of the District. Upon the written request of City or the joint written request of City and (a) another Sanitary and Improvement District; (b) a sewer district; (c) other person or entity, for permission to connect to the sewer system of District, the District shall allow such connection to be made without charge; provided, however, to the extent and in the manner set forth in Exhibit "C" attached hereto and by this reference made a part hereof, District shall be entitled to reimbursement from connection fees collected from such other Sanitary and Improvement District, Sewer District, or other person or entity, such costs as are specified in said Exhibit "C" hereto.

## VIII

In the event of District's breach of any of the terms and conditions hereof or any warranty or covenant herein made by District, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the District, District shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and District shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by District, District shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach.

C. In the event District shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:

1. Upon giving District sixty (60) days' notice of City's intent to do so, City may require District to disconnect the sewer system of the District from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of District.
2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the District, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by District, as the case may be, in either of which events District agrees:
  - (a) District shall immediately reimburse City for any and all expense incurred by City in connection therewith.
  - (b) District shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand made by the District, by any of the owners or users of property or premises within the District, or anyone else, and arising out of City's taking or completing said corrective measures.
3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the District of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by District, by both mandatory and prohibitory injunction.

#### IX

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its

desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this Agreement, whether same be at the end of the original term or at the end of a renewal term, District shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of District's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV-A, supra.

X

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

XI

A listing of the Schedule of Exhibits hereto is as follows:

- Exhibit "A": Legal description of I-80 Industrial Park 2 Subdivision.
- Exhibit "B": Final Plat of I-80 Industrial Park 2 Subdivision.
- Exhibit "C": Additional provisions.

XII

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon District shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At District's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main con-

nections as City shall deem necessary to prohibit the flow of District's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV-A, supra.

XIII

Sarpy County shall be third party beneficiary of District's agreements, warranties and covenants in all matters that affect the Sarpy Industrial Sewer and shall in respect thereto have the same privileges, rights, remedies and means of enforcement and causes of action as the City, all of which may be exercised and enforced by County either separately or conjunction with the City.

XIV

Additional provisions to this Agreement, if any, are set forth on Exhibit "C," attached hereto and by this reference made a part hereof.

XV

Should inconsistency exist between the terms of this connection agreement and those of the Subdivision Agreement between City and the District pertaining to I-80 Industrial Park 2 Subdivision, the terms most beneficial to the City shall apply.

XVI

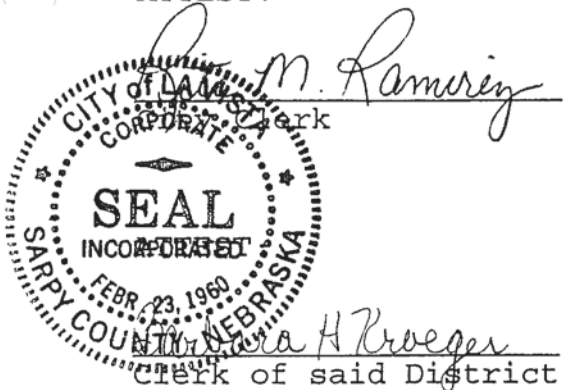
Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XVII

The provisions of this Agreement shall be binding upon the parties hereto and their successors. By way of specification, and not by way of limitation, successors to the District shall include any municipality which shall succeed to or acquire all or a part of District's assets, publications and liabilities as a result of annexing all or a part of said District and whether same be by operation of law, agreement or by order of court.

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

ATTEST:



CITY OF LA VISTA, a municipal corporation in the State of Nebraska

By: Harold Adams  
Mayor

SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA

By: Donald E. Kroeger  
Chairman of Board of Trustees

(Seal of said District)

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SARPY     )

Before me, a notary public in and for said County, personally came Donald E. Kroeger and Barbara H. Kroeger, Chairman of the Board of Trustees and Clerk, respectively, of Sanitary and Improvement District No. 163 of Sarpy County, Nebraska, to me known to be said officials, and acknowledged their execution of the foregoing agreement to be their voluntary act and deed and the voluntary act and deed of said Sanitary and Improvement District No. 163 of Sarpy County, Nebraska.

[Signature]  
Notary Public

My Commission expires:

May 9, 2002

48298-1



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS, AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS I-80 INDUSTRIAL PARK 2, LOTS 1 THRU 13, INCLUSIVE, BEING A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, LYING EAST OF INTERSTATE 80 AND SOUTH OF GILES ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NE 1/4;

THENCE S00°11'20"W (ASSUMED BEARING) 513.79 FEET ON THE EASTERLY LINE OF SAID NE 1/4 TO THE SOUTHERLY LINE OF GILES ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING S00°11'20"W 1242.26 FEET ON THE EASTERLY LINE OF SAID NE 1/4;

THENCE N89°48'40"W 1010.00 FEET;

THENCE N53°15'47"W 160.50 FEET;

THENCE S36°44'13"W 303.66 FEET;

THENCE N53°15'47"W 347.93 FEET TO THE EASTERLY LINE OF INTERSTATE 80;

THENCE NORTHEASTERLY ON THE EASTERLY LINE OF INTERSTATE 80 ON THE FOLLOWING DESCRIBED 5 COURSES;

THENCE N34°59'24"E 735.50 FEET;

THENCE N41°01'20"E 255.90 FEET;

THENCE N51°21'14"E 130.06 FEET;

THENCE N42°27'00"E 658.22 FEET;

THENCE N41°01'30"E 235.87 FEET TO THE SOUTHERLY LINE OF GILES ROAD;

THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED 5 COURSES;

THENCE S61°08'18"E 159.13 FEET;

THENCE S28°51'42"W 28.42 FEET;

THENCE S61°08'18"E 145.89 FEET;

THENCE S00°11'20"W 190.00 FEET ON A LINE 60.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID NE 1/4;

THENCE S89°48'40"E 60.00 FEET TO THE POINT OF BEGINNING.



OCTOBER 25, 2000

DATE

DAVID H. NEEF  
NEBRASKA RLS 475

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, DONALD E. KROEGER AND BARBARA H. KROEGER, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS I-80 INDUSTRIAL PARK 2, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND QWEST CORPORATION, INC., AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT LOT LINES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

\_\_\_\_\_  
DONALD E. KROEGER

\_\_\_\_\_  
BARBARA E. KROEGER

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_ BY DONALD E. KROEGER AND BARBARA H. KROEGER.

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

LOTS 1 THRU 13, INCLUSIVE,  
BEING A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T4N, R11E OF THE 4th P.M., LAMAR COUNTY,  
NEBRASKA, LYING EAST OF INTERSTATE 80 AND SOUTH OF GILES ROAD.

CENTERLINE		CURVE INFORMATION	
CURVE	DELTA	TANGENT	LENGTH RADIUS
1	32°00'00"	84.45'	126.51' 250.00'
2	52°32'57"	55.46'	121.18' 150.00'

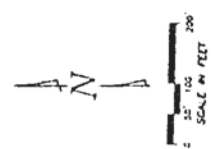
[illegible][illegible][illegible]

EXHIBIT "C"

Additional Provisions

1. City shall approve, collect and retain connection fees, if any, charged in respect to connection of properties outside the District to the sewer system of the City or the sewer system of the District.
2. In accordance with Section 15-B of the Subdivision Agreement, District shall transfer to City title to the Outfall Sewer, at no cost to City.