

**BITTING – NYE  
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (hereinafter referred to as “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between Amanda J. Nye also legally known as Amanda J. N. Bitting, an individual (hereinafter referred to as “DEVELOPER”), and the CITY OF PAPILLION, a municipal corporation (hereinafter referred to as “CITY”).

**RECITALS:**

DEVELOPER is the owner of the parcel of land legally described in Exhibit A, attached hereto, and included in the definition of Development Area, as provided in Section 1, which area to be developed is within CITY’s zoning and platting jurisdiction; and

CITY and DEVELOPER entered into an Agreement to Plat and Rezone Property; Release and Waiver of Liability; and Indemnity Agreement pursuant to Resolution #R17-0215 approved by the Papillion City Council on November 21, 2017 (the “Plat and Rezone Agreement”), which is incorporated herein by this reference, for a specific platting of the aforementioned parcel of land, as depicted in the Final Plat Exhibit attached as Exhibit B, which, upon platting, shall be known as “Bitting – Nye”; and

DEVELOPER desires to construct an addition to the single-family residence within the Development Area, which single-family residence was constructed prior to the platting of the Development Area;

DEVELOPER and CITY desire to agree on the method of installation and the allocation of expenses for the Public Improvements; and

CITY and DEVELOPER desire to set forth in this Agreement their respective understandings and agreements with regard to the development of the Development Area.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

## SECTION 1

### DEFINITIONS

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

- A. **“Cost(s)”** or **“Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DEVELOPER in connection with said Private Improvements or Public Improvements.
- B. **“Dedicated Street(s)”** shall mean those areas, including curbing, turn lanes, and all corresponding concrete paving, to be dedicated, constructed, modified, or improved within that portion of the Development Area designated as “Dedicated Right-of-Way” (or similar terminology) in Exhibit B, and any abutting right(s)-of-way, including 90<sup>th</sup> Street and Chisholm Trail.
- C. **“Development Area”** shall mean the real property situated within the area identified or depicted in Exhibit B and all Dedicated Streets.
- D. **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land prepared for filing or recording in accordance with these regulations.
- E. **“Frontage”** shall mean the entire length of the Development Area or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection.
- F. **“Party”**, when capitalized, shall mean CITY or DEVELOPER, individually, and **“Parties”**, when capitalized, shall mean CITY and DEVELOPER, collectively.
- G. **“Private Improvement(s)”** shall mean those improvements or betterments required by, or otherwise undertaken by, DEVELOPER pursuant to: (i) this Agreement and (ii) the Plat and Rezone Agreement on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(I).
- H. **“Proportional Cost Sharing”** or **“Proportional Cost Share”** shall mean that the responsibility for the Entire Cost of a particular public street, intersection, sidewalk, traffic signal, or other applicable Public Improvement(s), as specifically identified in this Agreement or in an amendment to this Agreement, as applicable, less any amount contractually assumed by a local governmental entity, shall, by default, be divided among all fronting developments proportionally to said developments’ Frontage to said public street or intersection. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, traffic signal, or other applicable Public Improvements.

I. **“Public Improvement(s)”** shall mean:

- (1) Dedicated Street Construction. Construction of all Dedicated Streets, including any improvements within Chisholm Trail and S 90<sup>th</sup> Street rights-of-way and the intersection of such rights-of-way including the intersection of S 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Road. For the purposes of this Agreement, the Construction of all Dedicated Streets shall specifically include the future widening of S 90<sup>th</sup> Street and any future reconstruction of the intersection of S 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Road.
- (2) Dedicated Street Right-of-Way Grading. All grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading.
- (3) Dedicated Street Sidewalks. All concrete sidewalks to be constructed, installed, or improved along any Dedicated Streets, and lying within the boundaries of any Dedicated Street right-of-way, as contemplated in this Agreement.
- (4) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. All Dedicated Street signage, traffic control signs, and traffic control devices required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices,” but only if first approved in writing by CITY’s Public Works Director or the City Engineer and only if located at a Street Intersection or related to the Development Area.
- (5) Lighting System. The “Lighting System” for any Dedicated Streets to be constructed and installed by OPPD within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- (6) Storm Sewers. All “Storm Sewers” that may be constructed within S 90<sup>th</sup> Street right-of-way.

## SECTION 2

### STANDARDS, AUTHORITY, AND DOCUMENTATION

- A. Standards for Private Improvements. DEVELOPER shall cause all Private Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- B. No Credit of CITY. The Entire Cost of all Private Improvements shall be borne by, and be at the sole expense of, DEVELOPER. The credit of CITY shall not be used for engineering, procurement, or construction of any Private Improvements.

- C. Sanitary and Wastewater Sewer System. The Parties acknowledge that, at the time of this Agreement's execution, the Development Area will have an existing connection to CITY's Sanitary and Wastewater Sewer System.
- D. Water Distribution System. The Parties acknowledge that, at the time of this Agreement's execution, the Development Area will have an existing connection to CITY's water distribution system.
- E. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way or on any other property owned by a governmental entity, DEVELOPER shall enter into all necessary agreements and obtain all necessary easements, permits, and approvals from all requisite governmental entities exercising authority over said right(s)-of-way or property. In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER shall provide said copies to CITY in a timely manner.

### SECTION 3

#### REPRESENTATIONS AND ACKNOWLEDGEMENTS

- A. DEVELOPER Representations and Acknowledgments. DEVELOPER represents and warrants to CITY as follows:
  - (1) DEVELOPER is the owner of record of the Development Area and possesses the rights and authority necessary to make decisions affecting the Development Area.
  - (2) DEVELOPER has the full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.
  - (3) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes DEVELOPER's valid and binding obligation which is enforceable against DEVELOPER in accordance with its terms.
  - (4) DEVELOPER shall cause all Private Improvements to be constructed and installed in accordance with the applicable terms and conditions of this Agreement, the Plat and Rezone Agreement, and the City of Papillion Code.
  - (5) DEVELOPER shall comply with the terms of this Agreement and the provisions of any agreement(s) submitted to CITY pursuant to this Agreement, which agreement(s) shall not be amended or assigned without prior written approval from CITY pursuant to Section 7(E) of this Agreement entitled *Assignment*.
  - (6) Subject to Section 7(D) of this Agreement, entitled *Indemnity*, DEVELOPER shall defend, indemnify, and hold CITY harmless from and against any responsibility, claim, damage, loss, liability, or obligation resulting or arising from, out of, or otherwise occurring in connection with this Agreement and the construction,

financing, and installation of the Private Improvements, except to the extent the same is caused by the gross negligence or intentional acts of CITY.

- (7) DEVELOPER has not employed or retained any company or person, other than a bona fide employee or contracted consultant of DEVELOPER, to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee or contracted consultant working for DEVELOPER any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
  - (8) DEVELOPER shall ensure that all documents, contracts, and instruments submitted to CITY now, at any time in the future, or otherwise entered into by or on behalf of DEVELOPER, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms.
  - (9) DEVELOPER shall cause all personal property and real estate taxes and assessments levied on the Development Area to be paid prior to the Final Plat approval by CITY.
- B. CITY Representations and Acknowledgments. CITY represents and warrants to DEVELOPER as follows:

- (1) Neither CITY nor any of its officers, agents, or employees:
  - i. Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of DEVELOPER in furtherance of this Agreement;
  - ii. Owes any duty to DEVELOPER or any other person because of any action CITY or DEVELOPER has undertaken, or in the future will undertake in furtherance of this Agreement, including any CITY inspection or CITY approval of any matter related to the same; and
  - iii. Shall be liable to any person as a result of any act undertaken by CITY or DEVELOPER to date, or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against CITY, its officers, agents, or employees.

## **SECTION 4**

### **APPORTIONMENT OF COSTS**

- A. Apportionment of Costs. The Entire Cost of all Public Improvements contemplated within this Agreement shall be borne by, and be at the sole expense of, CITY. The Entire Cost of the Private Improvements shall be borne by, and be at the sole expense of, DEVELOPER.

## SECTION 5

### OTHER OBLIGATIONS

- A. Compliance with Statutes, Ordinances, and Laws. DEVELOPER shall comply with all state statutes, CITY ordinances, and federal laws in relation to the development of the Development Area. DEVELOPER shall also require strict compliance with all such state statutes, CITY ordinances, and federal laws by the owner, agent, occupant, or any person acquiring possession, charge, or control of any lot or ground within the Development Area, or any part of any lot within the Development Area.
- B. DEVELOPER Construction Obligations. Upon the execution of this Agreement, DEVELOPER is obligated to construct all Private Improvements.
- C. Dedicated Street and Sidewalks – Contribution and Construction Responsibilities. The following obligations shall apply:
- (1) S 90<sup>th</sup> Street. DEVELOPER shall have no obligation to construct, install, or contribute financially to any future improvement of that portion of S 90<sup>th</sup> Street within the Development Area. CITY shall assume DEVELOPER's Proportional Cost Share and construction obligations for S 90<sup>th</sup> Street.
  - (2) Chisholm Trail. DEVELOPER shall have no obligation to construct, install, or contribute financially to any future improvement of that portion of Chisholm Trail within the Development Area. CITY shall assume DEVELOPER's Proportional Cost Share and construction obligations for Chisholm Trail.
  - (3) Intersection of S 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Street. In the event that CITY reconstructs the intersection of S 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Street as part of a future improvement of such intersection, CITY shall assume DEVELOPER's Proportional Cost Share and construction obligations for such reconstruction.
  - (4) S 90<sup>th</sup> Street Sidewalk. In the event that any portion of the existing Dedicated Street Sidewalk within that portion of S 90<sup>th</sup> Street within the Development Area (the "S 90<sup>th</sup> Street Sidewalk") is removed by CITY as part of a future improvement to the intersection of S 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Street or as part of a future widening of S 90<sup>th</sup> Street, CITY shall assume DEVELOPER's Proportional Cost Share and construction obligations for reconstruction of the S 90<sup>th</sup> Street Sidewalk.  
  
Notwithstanding the forgoing, DEVELOPER shall retain sole responsibility for maintaining the S 90<sup>th</sup> Street Sidewalk at all times in accordance with Papillion Municipal Code §§ 166-4 and 5.
  - (5) Chisholm Trail Sidewalk. In the event that any portion of the existing Dedicated Street Sidewalk within that portion of Chisholm Trail within the Development Area

(the “Chisholm Trail Sidewalk”) is removed by CITY as part of a future improvement to the intersection of S 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Street, CITY shall assume DEVELOPER’s Proportional Cost Share and construction obligations for reconstruction of the Chisholm Trail Sidewalk.

Notwithstanding the forgoing, DEVELOPER shall retain sole responsibility for maintaining the Chisholm Trail Sidewalk at all times in accordance with Papillion Municipal Code §§ 166-4 and 5.

D. Easements. DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement: (1) dedicated by the Final Plat for which CITY deems that a separate instrument is required or (2) otherwise contemplated herein which relates to the development of the Development Area. Prior to recording, all such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements and shall be prepared in a form that must be approved by CITY prior to recording.

E. Fees.

- (1) ASIP. All new building permits for principal buildings shall be subject to the Arterial Street Improvement Program (ASIP) fee based on the rates established by the Master Fee Schedule in place at the time that the building permit application is made. Any new building permits for an addition to the principal building constructed prior to the execution of this Agreement shall be exempt from ASIP Fees.
- (2) Capital Facilities Charges. Given that the Development Area has an existing connection to CITY’s water distribution system, DEVELOPER shall be exempt from Capital Facilities Charges for the Private Improvements contemplated within this Agreement and the Plat and Rezone Agreement. CITY reserves the right to collect Capital Facilities fees in the future should the Development Area be redeveloped, which shall be defined as the removal of existing building structures and/or the construction of any new building structure(s) served by connection(s) to City’s water distribution system.
- (3) Sanitary Sewer Connection Fees. All new building permits for structures that shall require new connection(s) to CITY’s Sanitary and Wastewater Sewer System shall be subject to Sewer Connection Fees based on the rates established by the Master Fee Schedule in place at the time that the corresponding building permit application(s) are made. Any new building permits for structures that shall use connection(s) to CITY’s Sanitary and Wastewater Sewer System that were established prior to execution of this Agreement shall be exempt from Sanitary Sewer Connection Fees.
- (4) Watershed Fees. All new building permits for principal buildings shall be subject to the Watershed Fee as provided for in the Papillion Master Fee Schedule and as agreed to by the Papillion Creek Watershed Partnership at the time that the building permit application is made. Such fee shall be calculated based on a per lot basis for the lot(s) for which the building permit is requested and shall be due prior to the issuance of the

building permit. Any new building permits for (i) an addition to the principal building constructed prior to the execution of this Agreement or (ii) new accessory buildings shall be exempt from Watershed Fees.

- (5) Not an Exhaustive List. The Parties acknowledge that the forgoing does not constitute an exhaustive list of fees applicable to the development of the Development Area. The relevant fees listed in the Master Fee Schedule shall also apply. The timing of collection of such fees shall depend on the type of fee and the corresponding regulations.
- F. No Septic Systems. DEVELOPER acknowledges that no septic systems, or other onsite sewage systems, shall be allowed within the Development Area.
- G. Reimbursement for Existing S 90<sup>th</sup> Street and Chisholm Trail Improvements. DEVELOPER shall have no obligation to reimburse CITY for the cost of any Public Improvements applicable to that existing portion of S 90<sup>th</sup> Street and Chisholm Trail rights-of-way within the Development Area, including any improvements to the intersection of 90<sup>th</sup> Street, Chisholm Trail, S Fillmore Street, and Gruenther Road.
- H. Subsequent Replatting. In the event DEVELOPER wishes to replat any portion of the Development Area, CITY's approval of such replat(s) shall be contingent upon, but not limited to, DEVELOPER dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet CITY's approval prior to dedication pursuant to Section 5(D) of this Agreement entitled *Easements*.

## SECTION 6

### OUTLOTS IN PRIVATE OWNERSHIP

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



## SECTION 7

### MISCELLANEOUS

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit A. Every time the phrase “successors and assigns”, or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this “Agreement Binding” provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase “successors and assigns”, or similar language, following immediately thereafter, unless expressly stated otherwise.
- C. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER and CITY, subject to Section 7(L) in the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns.
- D. Indemnity. In addition to the indemnity obligations otherwise set forth in this Agreement (which obligations shall survive the expiration or termination of this Agreement), DEVELOPER agrees to defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys’ fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by DEVELOPER or DEVELOPER’s employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY. Other litigation costs, as referenced herein, shall include reasonable attorneys’ fees, consultants’ fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall include and extend to any injury, loss, or damage:
- (1) To any agent, employee, or subcontractor of DEVELOPER or CITY occurring while they are on any premises owned, operated, or controlled by CITY for any reason except to the extent such injury is caused by the gross negligence or intentional acts of CITY;
  - (2) To any person resulting or arising from or out of or otherwise occurring from either a construction contract entered into by DEVELOPER under the terms of this Agreement or DEVELOPER on behalf of CITY;

- (3) To any person resulting or arising from or out of or otherwise occurring from a breach of any contract, covenant, representation, or warranty made by DEVELOPER in this Agreement;
  - (4) To CITY resulting or arising from or out of or otherwise occurring from this Agreement and the construction, financing, and installation of the Private Improvements; and
  - (5) To any person resulting or arising from such person's use or occupancy of any part of the Development Area, including any Private Improvements or any Dedicated Street Sidewalks, to the extent that such injury, loss, or damage is caused by the negligent act, error, or omission of DEVELOPER, lack of performance of the terms of this Agreement, or agreement entered into by DEVELOPER in furtherance of this Agreement.
- E. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY's sole discretion.
  - F. No Waiver of Regulations. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or other Ordinances.
  - G. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
  - H. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
  - I. Governing Law. The Parties to this Agreement shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
  - J. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, neither Party nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

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

For DEVELOPER:

Amanda Nye  
11204 S 90<sup>th</sup> Street  
Papillion, NE 68046

For CITY:

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

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

- O. No Unreasonable Withholding, Conditioning, or Delays. Unless otherwise stated herein, the Parties shall not unreasonably withhold, condition, or delay any approvals or consents requested by another Party.
- P. Related Contract(s) Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with CITY shall render such contracts voidable by the Mayor or City Council.
- Q. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- R. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.
- S. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
- T. Approval of Final Plat. DEVELOPER acknowledges that CITY's approval of the Final Plat, passed and approved by the Papillion City Council on \_\_\_\_\_, 2018 is specifically subject to and conditioned on DEVELOPER's execution and compliance with this Agreement.

*(Signatures on following pages.)*

ATTEST:

CITY OF PAPILLION, a municipal corporation of  
the first class

\_\_\_\_\_  
Nicole L. Brown, City Clerk

By: \_\_\_\_\_  
David P. Black, Mayor

CITY SEAL



**SUBDIVISION AGREEMENT  
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EXHIBITS:

- A Plat Legal Description with Metes and Bounds
- B Final Plat

**Exhibit A**  
**Plat Legal Description with Metes and Bounds**

Lot 1, Bitting-Nye

TAX LOT 3 LOCATED IN THE NE 1/4 OF THE NW ¼ OF SECTION 34, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID TAX LOT 3; THENCE NORTH (ASSUMED BEARING) 130.15 FEET ON THE WEST LINE OF SAID TAX LOT 3 TO THE NW CORNER THEREOF; THENCE S89°52'16"E 670.66 FEET ON THE NORTH LINE OF SAID TAX LOT 3, TO THE NE CORNER THEREOF, THENCE S00°16'10"W 130.12 FEET ON THE EAST LINE OF SAID TAX LOT 3 TO THE SE CORNER THEREOF; THENCE N89°52'25"W 670.05 FEET ON THE SOUTH LINE OF SAID TAX LOT 3 TO THE POINT OF BEGINNING.



# BITTING - NYE

## LOT 1

BEING A PLATTING OF TAX LOT 3, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 34, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)  
COUNTY OF SARPY)  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY  
AMANDA J. NYE.

NOTARY PUBLIC

### SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

SARPY COUNTY TREASURER

TREASURER'S STAMP

### APPROVAL BY PAPIILLION CITY PLANNING COMMISSION

THIS PLAT OF BITTING-NYE WAS APPROVED BY THE PAPIILLION CITY PLANNING COMMISSION, OF THE CITY OF PAPIILLION, NEBRASKA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

REBECCA HOCH, CHAIRPERSON

### APPROVAL BY PAPIILLION CITY ENGINEER

THIS PLAT OF BITTING-NYE WAS APPROVED BY THE PAPIILLION CITY ENGINEER OF THE CITY OF PAPIILLION, NEBRASKA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

JEFFREY L. THOMPSON, PE, CPESC, CFM  
PAPIILLION CITY ENGINEER

### APPROVAL OF PAPIILLION CITY COUNCIL

THIS PLAT OF BITTING-NYE WAS APPROVED AND ACCEPTED BY BY THE PAPIILLION CITY COUNCIL, OF THE CITY OF PAPIILLION, NEBRASKA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

NICOLE BROWN, CITY CLERK

DAVID P. BLACK, MAYOR

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS BITTING-NYE, LOT 1, BEING A REPLATTING OF TAX LOT 3 LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 34, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID TAX LOT 3; THENCE NORTH (ASSUMED BEARING) 130.15 FEET ON THE WEST LINE OF SAID TAX LOT 3 TO THE NW CORNER THEREOF; THENCE S89°52'16"E 670.66 FEET ON THE NORTH LINE OF SAID TAX LOT 3, TO THE NE CORNER THEREOF; THENCE S00°16'10"W 130.12 FEET ON THE EAST LINE OF SAID TAX LOT 3 TO THE SE CORNER THEREOF; THENCE N89°52'25"W 670.05 FEET ON THE SOUTH LINE OF SAID TAX LOT 3 TO THE POINT OF BEGINNING.

CONTAINING 87,236 SQUARE FEET OR 2.003 ACRES

OCTOBER 13, 2017  
DATE:

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, AMANDA J. NYE, OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT AND A STREET, TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BITTING-NYE, AND I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF MY PROPERTY AS SHOWN ON THIS PLAT AND I HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREET AS SHOWN HEREON AND I HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK QC 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 THE FRONT AND SIDE LOT LINES AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR LINE.

I DO FURTHER GRANT PERPETUAL EASEMENTS TO THE CITY OF PAPIILLION AND BLACK HILLS/NEBRASKA GAS UTILITY, LLC, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING THE FRONT LOT LINE. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME WAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH AFORESAID USES OR RIGHTS HEREIN GRANTED.



JAMES D. WARNER  
NEBRASKA RLS 308

**REVIEW BY THE SARPY COUNTY PUBLIC WORKS**  
THIS PLAT OF BITTING-NYE WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COUNTY SURVEYOR/ENGINEER

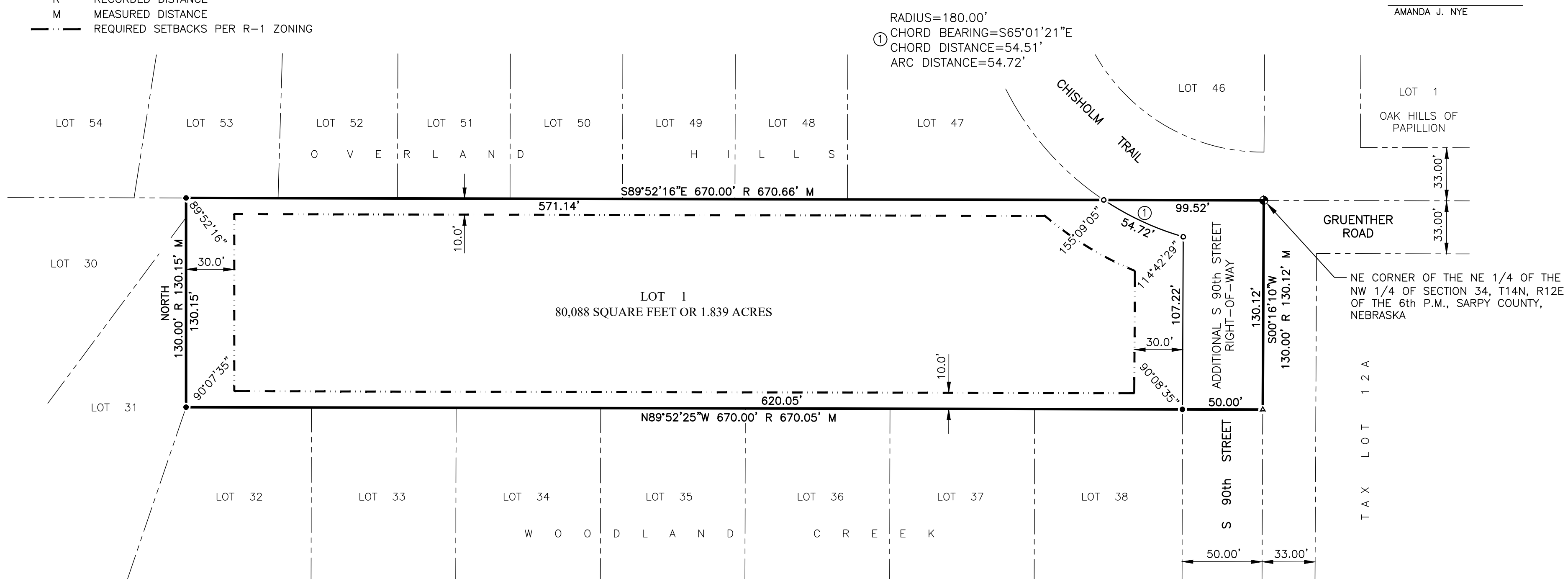
### NOTES

- ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE OF SAID CURVE.
- DIRECT ACCESS TO S 90th STREET IS PROHIBITED.

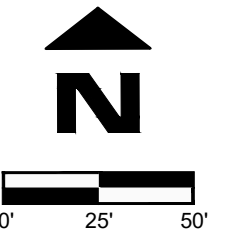
### LEGEND

- CORNERS FOUND (5/8" REBAR)
- CORNERS SET (5/8" REBAR W/CAP #308)
- ▲ TEMPORARY POINT
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- REQUIRED SETBACKS PER R-1 ZONING

RADIUS=180.00'  
① CHORD BEARING=S65°01'21"E  
CHORD DISTANCE=54.51'  
ARC DISTANCE=54.72'



BITTING - NYE  
LOT 1  
Exhibit B



No.	Description	MM-DD-YY

Job No.: A181-17-18A  
Drawn By: RJR  
Reviewed By: JDW  
Date: OCTOBER 13, 2017  
Papillion Book: 37  
Pages: 1 & 2

CITY OF PAPIILLION  
FINAL PLAT

SHEET 1 OF 1