

**LEE LYNN  
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (hereinafter referred to as “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between THOMAS and MARGARET PRIBIL (hereinafter collectively 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, which area to be developed is within CITY’s zoning and platting jurisdiction; and

DEVELOPER has requested CITY to approve a specific platting of the area to be developed, known as Lee Lynn, as depicted in the Final Plat exhibit attached as Exhibit B (included within the definition of “Development Area”) to allow the Development Area to be subdivided to create a lot of record for the single-family residence and to create an outlot to reserve the remainder of the Development Area for future development; and

DEVELOPER proposes to plat Lot 1 as a lot of record for the single-family residence, which will remain used as a single-family residence until such time that DEVELOPER or its successors and assigns submit the necessary applications to replat and rezone, if applicable, Lot 1 for redevelopment; and

DEVELOPER proposes to plat the majority of the Development Area as Outlot A, which will remain used for agricultural purposes until such time that DEVELOPER or its successors and assigns submit the necessary applications to replat and rezone Outlot A for development; and

DEVELOPER desires to defer the construction, installation, and location of certain improvements within the Development Area associated with the redevelopment of Lot 1 until such time that CITY approves the necessary applications for Lot to be replatted and rezoned, if applicable into developable lots; and

DEVELOPER desires to defer the construction, installation, and location of certain improvements within the Development Area associated with the development of Outlot A until such time that CITY approves the necessary applications for Outlot A to be replatted and rezoned into developable lots; and

CITY and DEVELOPER desire to set forth in this Agreement their respective understandings and agreements regarding 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 constructed, modified, or improved within: (i) that portion of the Development Area designated as Dedicated Street right-of-way (or similar terminology) on Exhibit B, (ii) any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area, and (iii) any abutting right(s)-of-way.
- C. **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit A and all corresponding Dedicated Streets.
- D. **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit B.
- 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. **“Local Street”** shall mean streets that serve individual properties within residential or commercial area by providing direct, low-speed access for relatively short trips. Arterial and collector streets are specifically excluded from the definition of Local Street.
- G. **“Party”**, when capitalized, shall mean CITY or DEVELOPER, individually, and **“Parties”**, when capitalized, shall mean CITY and DEVELOPER, collectively.
- H. **“Private Improvement(s)”** shall mean those improvements or betterments required by or otherwise undertaken by DEVELOPER, or its successors or assigns, as applicable, pursuant to this Agreement on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 2.
- I. **“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 proportional to said developments' Frontage to said public street or intersection. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, traffic signal, or other applicable Public Improvements.

- J. **“Public Improvement(s)”** shall mean those acquisitions, improvements, betterments, or associated fees contemplated by this Agreement as defined in Section 2 of this Agreement.
- K. **“Street Intersection(s)”** shall mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- L. **“Temporary Septic System”** shall mean a septic tank, or similar installation, and any corresponding components on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the proper and disposal of the effluent, subject to the approval of CITY and the State of Nebraska Department of Environmental Quality (NDEQ).
- M. **“Warranted”** shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Section 2(A)(14) and Section 6(R) of this Agreement, once certain criteria are met. Specifically, any such Public Improvement shall be considered Warranted as soon as either of the following occurs: (i) it is deemed so by a third-party review of a Traffic Impact Study or (ii) CITY's promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the construction and installation of such Public Improvement would likely mitigate said negative impact or prevent said negative impact from reoccurring.

## SECTION 2

### PUBLIC IMPROVEMENTS AND RELATED TERMS

- A. Public Improvements. The following Public Improvements and associated fees shall be required for the development of the Development Area at such time that CITY approves the necessary applications to either: (i) replat and rezone, if applicable, Lot 1 for redevelopment or (ii) replat and rezoned Outlot A for development:
  - (1) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY's Master Fee Schedule (“Master Fee Schedule”) if a connection to CITY's water system is authorized.

- (2) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.
- (3) Dedicated Street Construction. Construction of all Dedicated Streets including improvements within the 72<sup>nd</sup> Street and Fairview Road rights-of-way and any other right(s)-of-way dedicated pursuant to any future replat(s) of the Development Area.
- (4) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading.
- (5) 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.
- (6) Electrical Power Service. The Electrical Power Service to be constructed and installed by the Omaha Public Power District (hereinafter referred to as “OPPD”) within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (7) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
- (8) Gas Distribution System. The “Gas Distribution System” to be constructed and installed by Black Hills Energy, Inc. within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- (9) 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.
- (10) Sanitary Sewer Lines, Water Mains, and Appurtenances. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, pursuant to sanitary sewer and water plans heretofore prepared by DEVELOPER’s engineer, consulting engineers, and land surveyors.
- (11) Sediment Erosion Control and Detention (or Stormwater Detention). Permanent stormwater detention basins on and off-site as shown in Exhibit F. Permanent piping for sediment basin and detention ponds.

- (12) Sidewalks and Trails. A five foot (5') wide sidewalk within the east side of the 72<sup>nd</sup> Street right-of-way and the south side of Fairview Road right-of-way.
- (13) Storm Sewers, Inlets, and Appurtenances. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area.
- (14) Traffic Signal(s) at Intersections. A proportional cost share contribution for traffic signals located at the intersections of: (i) 72<sup>nd</sup> Street and Fairview Road, (ii) any Dedicated Street and 72<sup>nd</sup> Street, and (iii) any Dedicated Street and Fairview Road should any such signal(s) be deemed Warranted.
- B. Public Improvements Subject to Modification and Supplementation. The Parties acknowledge that CITY may require that the Public Improvements identified in Section 2(A) be modified and supplemented at such time that the City considers the necessary applications to either (i) replat and rezone, if applicable Lot 1 or (ii) replat and rezone Outlot A into developable lots. Any such modifications or supplementations to Section 2(A) shall be either (i) identified in an amendment to this Agreement pursuant to Section 6(C) or (ii) be formalized by the Parties rescinding this Agreement and the execution of a subsequent subdivision agreement that assumes the required Public Improvements.

### SECTION 3

#### STANDARDS, AUTHORITY, AND DOCUMENTATION

- A. Standards for Private Improvements and Public Improvements. DEVELOPER, its successors, and assigns shall cause all Private Improvements and Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- B. Adherence and Construction Contracts. DEVELOPER shall abide by, and incorporate into all of its construction contracts for the Private Improvements and the Public Improvements, the provisions required by the regulations of CITY pertaining to construction of the Private Improvements and the Public Improvements in developments/subdivisions and testing procedures therefore.
- C. Sanitary and Wastewater Sewer System. The Parties acknowledge that, at the time of the execution of this Agreement: (i) Lot 1 of the Development Area is served by an existing Temporary Septic System, (ii) Outlot A is not served by an existing Temporary Septic System, (iii) connection to a CITY-approved sanitary sewer system is not reasonably available, (iv) DEVELOPER wishes to forgo establishment of a Temporary Septic System within Outlot A, and (iv) DEVELOPER wishes to maintain the existing Temporary Septic System within Lot 1 to service the existing single-family residence until

such time that CITY determines that a CITY-approved sanitary sewer system is available. Based on the foregoing, the Parties agree as follows:

- (1) Temporary Septic System Authorization for Lot 1. CITY hereby authorizes DEVELOPER to maintain and operate the existing Temporary Septic System within Lot 1 of the Development Area for the sole purpose of the safe disposal of effluent that is generated by the single-family residence until such time that CITY determines that a connection a CITY-approved sanitary sewer system is reasonably available.
  - (2) Prohibition of Temporary Septic System for Outlot A. DEVELOPER agrees that no Temporary Septic System shall be established within Outlot A of the Development Area.
  - (3) Determination of Reasonable Availability. It shall be at CITY's sole discretion to determine when a CITY-approved sanitary sewer system is reasonably available to serve the Development Area.
    - i. Notice of Reasonable Availability. CITY shall notify DEVELOPER in writing at such time that CITY deems a connection to a CITY-approved sanitary sewer system to be reasonably available. Within one-hundred and eighty (180) days of DEVELOPER's receipt of said notice by CITY, but before commencing construction of any sewer line or corresponding connection, DEVELOPER shall: (i) collaborate with CITY to execute a sewer connection agreement with the governing body that has jurisdiction over the CITY-approved sanitary sewer system (the "Sanitary Sewer Governing Body") and (ii) submit plans to CITY and the Sanitary Sewer Governing Body for the construction of the sewer line to connect to the CITY-approved sanitary sewer, which plans shall be subject to CITY's and the Sanitary Sewer Governing Body's approval. Upon CITY's (or the Sanitary Sewer Governing Body's, as applicable) approval of DEVELOPER's plans for the aforementioned sewer line and authorization to make a connection, DEVELOPER shall take all necessary steps to promptly connect Lot 1 to the CITY-approved sanitary sewer.
  - (4) Removal of Temporary Septic System within Lot 1. After the construction of an authorized connection to a CITY-approved sanitary sewer system, DEVELOPER shall remove and abate the Temporary Septic System within Lot 1 in accordance with the regulations of the Nebraska Department of Environmental Quality. Such removal and abatement shall occur within thirty (30) days of the establishment of the said connection.
- D. Water Distribution System. The Parties acknowledge that, at the time of the execution of this Agreement: (i) Lot 1 of the Development Area is served by an existing well, (ii) Outlot A is not served by an existing well, (iii) connection to a CITY-approved public water supply is not reasonably available, (iv) DEVELOPER wishes to forgo establishment of a well within Outlot A, and (iv) DEVELOPER wishes to maintain the existing well within

Lot 1 to service the existing single-family residence until such time that CITY determines that a CITY-approved public water supply is available. Based on the foregoing, the Parties agree as follows:

- (1) Well Authorization for Lot 1. CITY hereby authorizes DEVELOPER to maintain and operate the existing domestic well within Lot 1 of the Development Area for the sole purpose of providing potable water and landscaping irrigation for the single-family residence until such time that CITY determines that a connection a CITY-approved public water supply is reasonably available.
  - (2) Prohibition of Well Within Outlot A. DEVELOPER agrees that a well shall not be established within Outlot A of the Development Area.
  - (3) Determination of Reasonable Availability. It shall be at CITY's sole discretion to determine when a CITY-approved public water supply is reasonably available to serve the Development Area.
    - i. Notice of Reasonable Availability. CITY shall notify DEVELOPER in writing at such time that CITY deems a connection to a CITY-approved public water supply to be reasonably available. Within one-hundred and eighty (180) days of DEVELOPER's receipt of said notice by CITY, but before commencing construction of any water line or corresponding connection, DEVELOPER shall: (i) collaborate with CITY to execute a water connection agreement with the governing body that has jurisdiction over the CITY-approved public water supply (the "Public Water Governing Body") and (ii) submit plans to CITY and the Public Water Governing Body for the construction of the water line to connect to the CITY-approved public water supply, which plans shall be subject to CITY's and the Public Water Governing Body's approval. Upon CITY's approval (or the Public Water Governing Body's, as applicable) of DEVELOPER's plans for the aforementioned water line and authorization to make a connection, DEVELOPER shall take all necessary steps to promptly connect Lot 1 to the CITY-approved public water supply.
  - (4) Removal of Well within Lot 1. After the construction of an authorized connection to a CITY-approved public water supply, DEVELOPER shall decommission the well within Lot 1 in accordance with the regulations of the Nebraska Department of Health and Human Services. Such decommissioning shall occur within thirty (30) days of the establishment of the said connection.
- E. Storm Sewer System. The Parties acknowledge that the Development Area is not within CITY's service area for the Storm Sewer System at the time of the execution of this Agreement. The Parties further acknowledge that a connection to the Storm Sewer System is not anticipated until such time that Dedicated Streets are constructed as part of the rezoning and replatting of either Lot 1 or Outlot A. Accordingly, DEVELOPER shall enter into an amendment to this Agreement pursuant to Section 6(C) prior to the

construction of any Private or Public Improvement that requires connection to the Storm Sewer System.

F. Before Commencing Work on Public Improvements. Before commencing any work in connection with any specific individual Public Improvement, DEVELOPER shall first:

- (1) Deliver to the Papillion City Clerk documentation of the Sanitary Sewer Governing Body's approval for sewer connection for the Development Area;
- (2) Deliver to the Papillion City Clerk documentation of the Public Water Governing Body's approval for water connection for the Development Area;
- (3) Make payment for all applicable fees due to CITY, the Sanitary Sewer Governing Body, and the Public Water Governing Body, as applicable in relation to said construction and installation of the respective Public Improvement and provide proof of payment to the Papillion City Clerk;
- (4) Obtain approval from CITY for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of the applicable Public Improvement(s) prior to DEVELOPER's execution of any such agreement(s) or plan(s). Once DEVELOPER obtains approval from CITY, DEVELOPER shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said Public Improvement(s). Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for the Public Improvement(s). Any such agreement(s) or plan(s) shall include details describing the manner and means of any additional connections required by or for the Sanitary and Wastewater Sewer System or the Storm Sewer System prepared by the engineer representing DEVELOPER;
- (5) Obtain and file of record any permanent easements required by CITY, Sanitary Sewer Governing Body, and Public Water Governing Body, as applicable, for the applicable Public Improvement. Public Improvements which may invoke this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to CITY;
- (6) Obtain, and show proof of, general liability insurance and performance bonds equivalent to the total construction costs for all Public Improvements within the Development Area; and
- (7) Obtain final approval from CITY to commence the construction and installation of the applicable Public Improvement, and obtain all necessary agreements, permits, and approvals pursuant to Section 3(F) prior to the construction of the applicable Public Improvement.



- G. Before Commencing Work on the Sanitary Sewer System. In addition to complying with the requirements of Section 3(F), DEVELOPER shall enter into a sewer connection agreement with CITY or the Sanitary Sewer Governing Body, as applicable.
- H. Before Commencing Work on the Water Distribution System. In addition to complying with the requirements of Section 3(F), DEVELOPER shall enter into a water connection agreement with CITY or the Public Water Governing Body, as applicable.
- I. No Recourse Against CITY. Any contracts entered into by DEVELOPER for the construction or installation of the Public Improvements shall provide that the contractor or subcontractor constructing or installing the Public Improvements shall have no recourse against CITY for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for the Public Improvements, construction oversight of the Public Improvements, the design or preparation of plans and specifications for the Public Improvements, or the construction of the Public Improvements.
- J. No Credit of CITY. The Entire Cost of all Private Improvements and Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER. The credit of CITY shall not be used for engineering, procurement, or construction of any betterments, Private Improvements, or Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area.
- K. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way, DEVELOPER shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way. In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER shall provide said copies to CITY in a timely manner.

#### **SECTION 4**

##### **REPRESENTATIONS AND ACKNOWLEDGEMENTS**

- A. DEVELOPER Representations, Acknowledgments, and Warranties. DEVELOPER represents, acknowledges, and warrants to CITY as follows:
  - (1) DEVELOPER has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.
  - (2) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

- (3) DEVELOPER shall cause all Private Improvements and Public Improvements to be constructed and installed in accordance with the applicable terms and conditions of this Agreement and the City of Papillion Code.
- (4) DEVELOPER agrees to reasonably cooperate with the Sanitary Sewer Governing Body, the Public Water Governing Body, and CITY, as applicable, for the timely and orderly installation of the Public Improvements within the Development Area.
- (5) DEVELOPER shall comply with the terms of this Agreement and the provisions of any agreement submitted to CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval from CITY.
- (6) DEVELOPER has not employed or retained any company or person, other than a bona fide employee, contracted consultant, or attorney 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, contracted consultant, or attorney 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.
- (7) DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Public Improvements.
- (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, or its successors or assigns, as applicable, shall cause all personal property and real estate taxes and assessments levied on the Development Area be paid prior to Final Plat approval by CITY.

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

- (1) CITY agrees to reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.
- (2) Neither CITY nor any of its officers, agents, or employees:
  - 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 5**

### **APPORTIONMENT OF COSTS**

- A. Apportionment of Costs. DEVELOPER, or its successors or assigns, as applicable, shall be solely responsible for privately financing the Entire Cost of all Private Improvements and all Public Improvements within the Development Area, as contemplated herein.
- B. Modification Contemplated. The Parties acknowledge that a modification of the apportionment of costs is contemplated should CITY approve the necessary applications to replat and rezone, as applicable, Lot 1 or Outlot A into developable lots. This may include, but not be limited to, modifying this Apportionment of Costs section to reflect the formation of a sanitary and improvement district within the boundary of the Development Area.

## **SECTION 6**

### **OTHER OBLIGATIONS**

- A. Access Drives.
  - (1) Lot 1. DEVELOPER shall cause, at DEVELOPER's sole expense, the relocation of the existing driveway from Fairview Road to a Local Street within the Development Area within one-hundred and eighty (180) days of the completion of the construction of such Local Street. Upon the relocation of the driveway to such Local Street, the Parties agree that access to Fairview Road from Lot 1 shall be prohibited.
  - (2) Outlot A. The Parties agree that as a condition of CITY's approval of the necessary applications to replat and rezone, as applicable, Lot 1 or Outlot A into developable lots, no direct driveway access shall be permitted to 72<sup>nd</sup> Street and Fairview Road. Accordingly, access to all lots platted now or in the future shall be from Local Streets to be dedicated as part of the future replat of Outlot A or any future replat of Lot 1.

- B. ADA Ramp Curb Drops. DEVELOPER shall be responsible for providing curb drops for ADA ramps at all intersections with sidewalks that abut the Development Area as part of the final construction drawings.
- C. Amendment Required. The Parties acknowledge that an amendment to this Agreement will be required as a condition of CITY's approval of the necessary applications to replat and rezone, as applicable, Lot 1 and Outlot A into developable lots if this Agreement is not rescinded by the Parties and replaced with a subsequent subdivision agreement. Such amendment may include, but shall not be limited to, (i) incorporation of a subsequent developer for that part of the Development Area platted as Outlot A as of the effective date of this Agreement and assignment of DEVELOPER's obligations, as applicable, to such subsequent developer, (ii) incorporation of a sanitary and improvement district formed within the boundary of the Development Area, assignment of DEVELOPER's obligations, as applicable, to such sanitary and sewer improvement district, the addition of any other necessary terms to account for the incorporation of a sanitary and improvement district, (iii) the modification and supplementation of the Public Improvements identified in Section 2(A), (iv) identification of the Sanitary Sewer Governing Body, (v) identification of the Public Water Governing Body, (vi) modification of the apportionment of costs identified in Section 5, (vii) identification of Capital Facilities Charges, if applicable, and (viii) modification and supplementation of the Other Obligations contained within this section as deemed necessary by CITY to account for the circumstances and CITY's promotion of public health, safety, and welfare at the time of rezoning and replatting.
- D. Building Permits. In the event that CITY approves the necessary applications to replat and rezone, as applicable, Lot 1 or Outlot A into developable lots, building permits shall not be issued for any building, or any other Private Improvement, within the Development Area until the installation of all Public Improvements, excluding the Gas Distribution System, Electrical Power Service System, are complete.
- E. Civil Defense Siren. In the event that CITY approves the necessary applications to replat and rezone, as applicable, Lot 1 or Outlot A into developable lots, there shall be installed in the Development Area, or be available, sufficient civil defense siren coverage prior to the issuance of any Certificate of Occupancy for any structure or building in said Development Area. The number, type, and specifications of the corresponding civil defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The civil defense siren coverage must be capable of sounding the severe weather and attack warning. The Cost for any new civil defense sirens required to serve the Development Area shall be paid by DEVELOPER, its successors, and assigns. If existing coverage is available, DEVELOPER, its successors, and assigns, shall pay its pro-rata share of siren Cost based on the areas of coverage as determined by City Engineer.
- F. Compliance with Statutes and Ordinances. DEVELOPER, its successors, and assigns shall comply with all state statutes and CITY ordinances. DEVELOPER, its successors, and assigns shall further adopt such regulations so as to require strict compliance with all state statutes and CITY ordinances by the owner, agent, occupant, or any person acquiring

possession, charge, or control of any lot or ground within the Development Area, or any part of any lot within the Development Area.

G. Construction Obligations. In the event that CITY approves the necessary applications to replat and rezone, as applicable, Lot 1 and Outlot A into developable lots and the amendment to this Agreement required by Section 6(C) is executed by the applicable parties in place of rescission and replacement of this Agreement, DEVELOPER, or its assignee(s) as identified within the amendment required by Section 6(C), are hereby obligated to construct all Public Improvements according to the terms and conditions contemplated herein; however, this Agreement shall not in any way be construed to create any obligation on the part of DEVELOPER or its assignee(s) to develop the Development Area or construct any of the Public Improvements or Private Improvements in the event: (i) the plans envisioned by DEVELOPER or its assignee(s) will not be carried out by DEVELOPER provided that DEVELOPER notifies CITY of the same prior to commencement of Public Improvements and (ii) the approvals obtained from CITY are withdrawn or terminated.

H. Easements.

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

(2) In the event that CITY approves the necessary applications to replat and rezone, as applicable Lot 1 or Outlot A into developable lots, DEVELOPER or its assignees, as applicable, 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 the replatting of Lot 1 or Outlot A, as applicable, at the request of CITY or (2) otherwise contemplated by any amendment to this Agreement which relates to the development of Outlot A. Prior to recording, all such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements and parties and shall be prepared in a form that must be approved by CITY prior to filing and recording.

I. Exhibits. As part of the Amendment required pursuant to Section 6(C), DEVELOPER shall be responsible for causing exhibits to be provided to depict the Public Improvements. Such exhibits may include, but not be limited to, exhibits depicting (i) the Dedicated Streets and associated walks and trails, (ii) sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, (iii) permanent stormwater detention basins on and off-site, (iv) storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, and (v) construction estimates for Public Improvements should a sanitary and improvement district be formed.

J. Fees.

(1) Arterial Street Improvement Program (ASIP) Fee. All new building permits for structures on individual lots shall be subject to the Arterial Street Improvement Program (ASIP) Fee at the rate established in the Papillion Master Fee Schedule at the time of the respective building permit application.

(2) Capital Facilities Charges.

i. Lot 1. In the event that the CITY determines that a connection to the CITY's Water Distribution System is reasonably available to Lot 1 or any lot(s) created by any future replat(s) of Lot 1, Capital Facilities Charges shall be collected by CITY prior to construction of a water line to connect Lot 1 or any lot resulting from a future replat of Lot 1 to the CITY's Water Distribution System. Capital Facilities Charges shall be invoiced by CITY at the rate established in the Master Fee Schedule that is in effect at the time that the requisite water connection agreement is executed. DEVELOPER shall remit such Capital Facilities Charges to CITY within ninety (90) days of the date of the invoice. CITY shall be authorized to withhold connect to CITY's Water Distribution System until such time that DEVELOPER has remitted the invoiced Capital Facilities Charge to CITY.

In the event that CITY approves the necessary applications to replat and rezone, as applicable, Lot 1 into developable lots and CITY determines that connection to the CITY's Water Distribution is reasonably available, CITY shall be entitled to collect Capital Facilities Charges pursuant to a future amendment to this Agreement as contemplated in Section 6(C).

ii. Outlot A. In the event that CITY approves the necessary applications to replat and rezone Outlot A into developable lots and CITY determines that connection to the CITY's Water Distribution is reasonably available, CITY shall be entitled to collect Capital Facilities Charges pursuant to a future amendment to this Agreement as contemplated in Section 6(C).

(3) Review Fee. Upon CITY's authorization of Public Improvements, DEVELOPER or its assignee(s), as applicable, shall pay to CITY a fee of one percent (1%) of the construction cost of Public Improvements to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects for the Public Improvements performed by DEVELOPER or its assignee(s), as applicable. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within ninety (90) days of the invoice issuance date. Such fee shall be paid prior to the issuance of any building permit.

(4) Sanitary Sewer Connection Fees.

- i. Lot 1. In the event that the CITY determines that a connection to the CITY's Sanitary Sewer System is reasonably available to Lot 1 or any lot(s) created by any future replat(s) of Lot 1, the requisite Sanitary Sewer Connection Fee shall be collected by CITY prior to construction of a sewer line to connect Lot 1 or any lot created by any future replat(s) of Lot 1 to the CITY's Sanitary Sewer System. The Sanitary Sewer Connection Fee shall be invoiced by CITY at the rate established in the Master Fee Schedule that is in effect at the time that the requisite sewer connection agreement is executed. DEVELOPER shall remit such Sewer Connection Fees to CITY within ninety (90) days of the date of the invoice. CITY shall be authorized to withhold connection to CITY's Sanitary Sewer System until such time that DEVELOPER has remitted the invoiced Sewer Connection Fee to CITY.

In the event that CITY approves the necessary applications to replat and rezone, as applicable, Lot 1 into developable lots, Sanitary Sewer Connection Fees shall be collected by CITY at the time of building permit application for any building application where connection to a sanitary sewer is required.

- ii. Outlot A. In the event that CITY approves the necessary applications to replat and rezone Outlot A into developable lots, Sanitary Sewer Connection Fees shall be collected by CITY at the time of building permit application for any building application where connection to a sanitary sewer is required.

(5) Watershed Management Fees.

- i. Lot 1. In the event that Lot 1 is replatted or redeveloped, Watershed Management Fees shall be collected by CITY at the time of building permit application for any new principle building at the rate established in the Papillion Master Fee Schedule at the time of the respective building permit application.
- ii. Outlot A. In the event that CITY approves the necessary applications to replat and rezone Outlot A into developable lots, Watershed Management Fees shall be collected by CITY at the time of building permit application at the rate established in the Papillion Master Fee Schedule at the time of the respective building permit application.

- (6) 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.

- K. Fire Hydrants. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the City of Papillion Code, fire hydrants for the protection of the Development Area shall be

provided by DEVELOPER, its successors, or assigns should CITY approve the necessary applications to replat and rezone Lot 1 or Outlot A, as applicable, for development. The type of hydrant and control valves and the location of the hydrants must be approved by the applicable Fire Chief. DEVELOPER shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.

- L. Future Reimbursement Agreement(s). Upon the creation of any Sanitary and Improvement District on an adjoining property, or the development of such property by a private developer, DEVELOPER shall enter into any reimbursement agreement(s) with CITY, such Sanitary and Improvement District(s), private developer(s), and/or Sarpy County, as applicable, to provide for the reimbursement of expenses related to Public Improvements that benefit the Development Area.
- M. No Permanent Septic Systems. DEVELOPER acknowledges that no permanent septic systems, or other onsite sewage systems, shall be allowed within the Development Area. A Temporary Septic System shall be permitted pursuant to Section 3(C)(1).
- N. One Call Services. In the event that CITY approve the necessary applications to replat and rezone Lot 1 or Outlot A, as applicable, for development and such future development is authorized to connect to CITY's (i) sanitary and wastewater sewer system or (ii) water system, provisions for One Call Services shall be added to this Agreement pursuant to a future amendment to this Agreement as contemplated in Section 6(C).
- O. Post-Construction Stormwater Management. DEVELOPER, its successors, or assigns shall be responsible for detention facility construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. CITY shall not have any responsibility for maintenance or repair of any such facility located within, or related to, the Development Area.
- P. Right-of-Way Grading. All rights-of-way for Dedicated Streets and related sidewalks shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way.
- Q. Subsequent Replatting. In the event DEVELOPER, its successors, or assigns 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, its successors, or assigns 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.
- R. Traffic Impact Studies. In the event that CITY approves the necessary applications to replat and rezone Outlot A into developable lots, DEVELOPER, its successors, or assigns shall fully comply with the following:
  - (1) DEVELOPER, its successors, or assigns shall fully finance and cause the completion of a Traffic Impact study to determine if a third lane is Warranted for Schram Road and provide said study to CITY as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon reasonable request made by



the City Administrator or the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be requested or conducted provided that such requests are reasonable.

(2) DEVELOPER, its successors, or assigns shall timely reimburse CITY for the reasonable costs paid by City, if any, for contracting a third-party review of every Traffic Impact Study that is submitted to CITY pursuant to this Agreement. Said third-party review shall be conducted by a third-party reviewer of CITY's choosing.

S. Use of Outlot A. Given that Outlot A is intended to reserve the majority of the Development Area for future development, the Parties agree that the use of Outlot A shall be limited to Agricultural Uses as permitted in the Agricultural District under Table 205-38 of the Papillion Municipal Code until such time that Outlot A is replatted. Further, the Parties agree that no principal or accessory use that is categorized as a Residential Uses, Civic Uses, Office Uses, Commercial Uses, Parking Uses, Industrial Uses, and Miscellaneous Use pursuant to Table 205-38 of the Papillion Municipal Code is permitted until such time that Outlot A is replatted. Accordingly, only accessory structures commonly associated with the permitted Agricultural Uses (such as barns and silos) shall be constructed within Outlot A.

## SECTION 7

### OUTLOTS IN PRIVATE OWNERSHIP

- A. Maintenance of and Transfer of Title to Outlots. DEVELOPER, its successors, or assigns shall be responsible for maintaining Outlot A and any future outlots within the Development Area or, alternatively, DEVELOPER, its successors, or assigns shall transfer ownership of said outlot(s) to an association for maintenance. CITY shall not have any outlot ownership or maintenance responsibilities.
- B. Prohibition Against Construction and Transfer of Title to Outlots. DEVELOPER, its successors, or assigns shall not construct any building(s) on any outlots within the Development Area, except as permitted within Section 6(S). DEVELOPER 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 shall provide CITY with notice of such intended transfer and a copy of the written notice DEVELOPER, its successors, or assigns provided to the transferee stating that no buildings, other than those identified within Section 6(S), can or shall be constructed on said outlot.
- C. Property Taxes. DEVELOPER, its successors, or assigns shall pay all property taxes due for any outlot owned by DEVELOPER, its successors, or assigns in a timely manner to prevent outlots from being offered at the Sarpy County tax sale.

## SECTION 8

### MISCELLANEOUS

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER and CITY, subject to Section 8(M) 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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. Accordingly, 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.
- G. 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 subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. 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.

- I. 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.
- J. Indemnity. DEVELOPER shall 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, lack of performance, or subdivision layout and design 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 specifically include, but not be limited to:
- (1) 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 to any person or entity which may otherwise arise from, out of, or may be caused by DEVELOPER's breach, default, or failure to perform or properly perform any of DEVELOPER's obligations required by any warranty, representation, obligation, or responsibility arising out of state, federal, or local law, or from any provision of this Agreement;
  - (2) 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 to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by DEVELOPER, or DEVELOPER's respective employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;
  - (3) Any injury, loss, or damage to any person occurring while said individual is on any premises within the Development Area;
  - (4) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way or easements, by DEVELOPER or DEVELOPER's respective employees or agent.
  - (5) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any

nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way or easements, by DEVELOPER or DEVELOPER's respective employees or agents.

- K. 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.
- 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. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- M. Modification by Agreement. This Agreement may be modified, amended, or rescinded only by a written agreement executed by all Parties. In the event one of both of the individuals that are parties to this Agreement die, the DEVELOPER obligations contained herein shall continue to run with the land pursuant to Section 8(C). 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.
- N. Notices, Consents, and Approval. 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:

Thomas and Margaret Pribil  
10458 S 125<sup>th</sup> Street  
Papillion, NE 68046

With Copy to:

Adams & Sullivan  
1246 Golden Gate Dr. #1  
Papillion, NE 68046  
ATTN: Pat Sullivan

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. 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.
- P. 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 executed instrument.
- Q. 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.

*(Signature on following pages.)*

ATTEST:

CITY OF PAPILLION, a municipal corporation of  
the first class

\_\_\_\_\_  
City Clerk Nicole Brown

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

CITY SEAL

DEVELOPER:

By: \_\_\_\_\_  
Thomas Pribil

By: \_\_\_\_\_  
Margaret Pribil

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Thomas Pribil known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Margaret Pribil known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be her voluntary act and deed.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**SUBDIVISION AGREEMENT  
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RECITALS

SECTIONS:

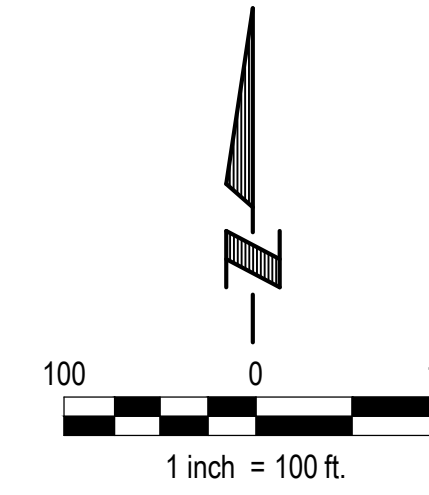
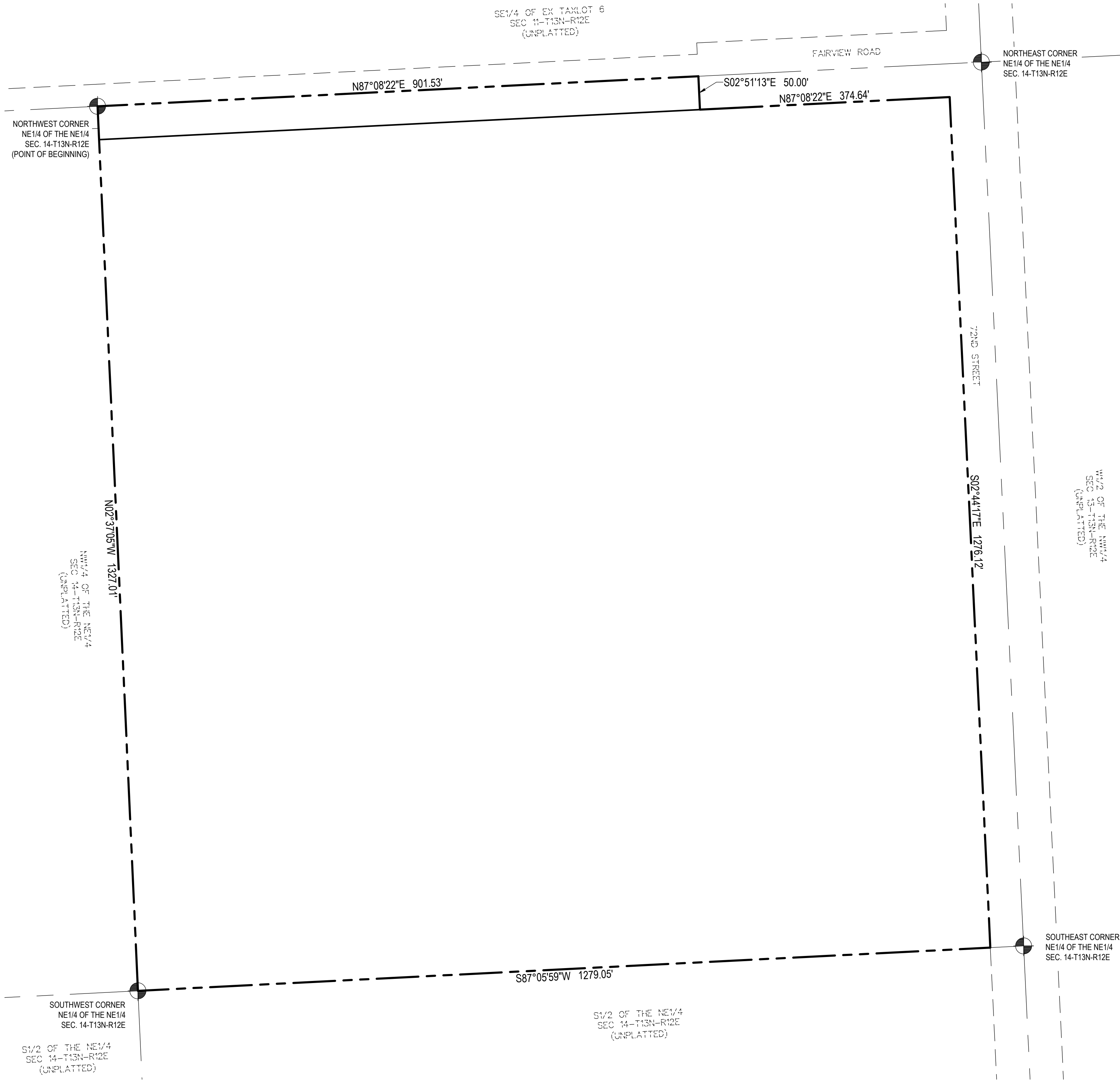
- 1 Definitions
- 2 Public Improvements and Related Terms
- 3 Standards, Authority, and Documentation
- 4 Representations and Acknowledgements
- 5 Allocation of Funds
- 6 Other Obligations
- 7 Outlots in Private Ownership
- 8 Miscellaneous

EXHIBITS:

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



LOT 1 & OUTLOT "A" INCLUSIVE,  
LEE LYNN



**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4 OF THE NE1/4 OF SECTION 14; THENCE N87°08'22"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 14, A DISTANCE OF 901.53 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FAIRVIEW ROAD; THENCE S02°51'13"E ALONG SAID WEST RIGHT-OF-WAY LINE OF FAIRVIEW ROAD, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF FAIRVIEW ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF SAID FAIRVIEW ROAD; THENCE N87°08'22"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FAIRVIEW ROAD A DISTANCE OF 374.64 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF FAIRVIEW ROAD AND THE WEST RIGHT-OF-WAY LINE OF 72ND STREET; THENCE S02°44'17"E ALONG SAID WEST RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 1,276.12 FEET TO A POINT ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 14; THENCE S87°05'59"W ALONG SAID SOUTH LINE OF THE NE1/4 OF THE NE1/4 OF SECTION 14, A DISTANCE OF 1,279.05 FEET TO THE SOUTHWEST CORNER OF SAID NE1/4 OF THE NE1/4 OF SECTION 14; THENCE N02°37'05"W ALONG THE WEST LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 14, A DISTANCE OF 1,327.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,676,150 SQUARE FEET OR 38.479 ACRES, MORE OR LESS.

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services



LEE LYNN  
LOT 1 & OUTLOT "A"  
PAPILLION, NEBRASKA

**EXHIBIT "A"**  
**FINAL PLAT**

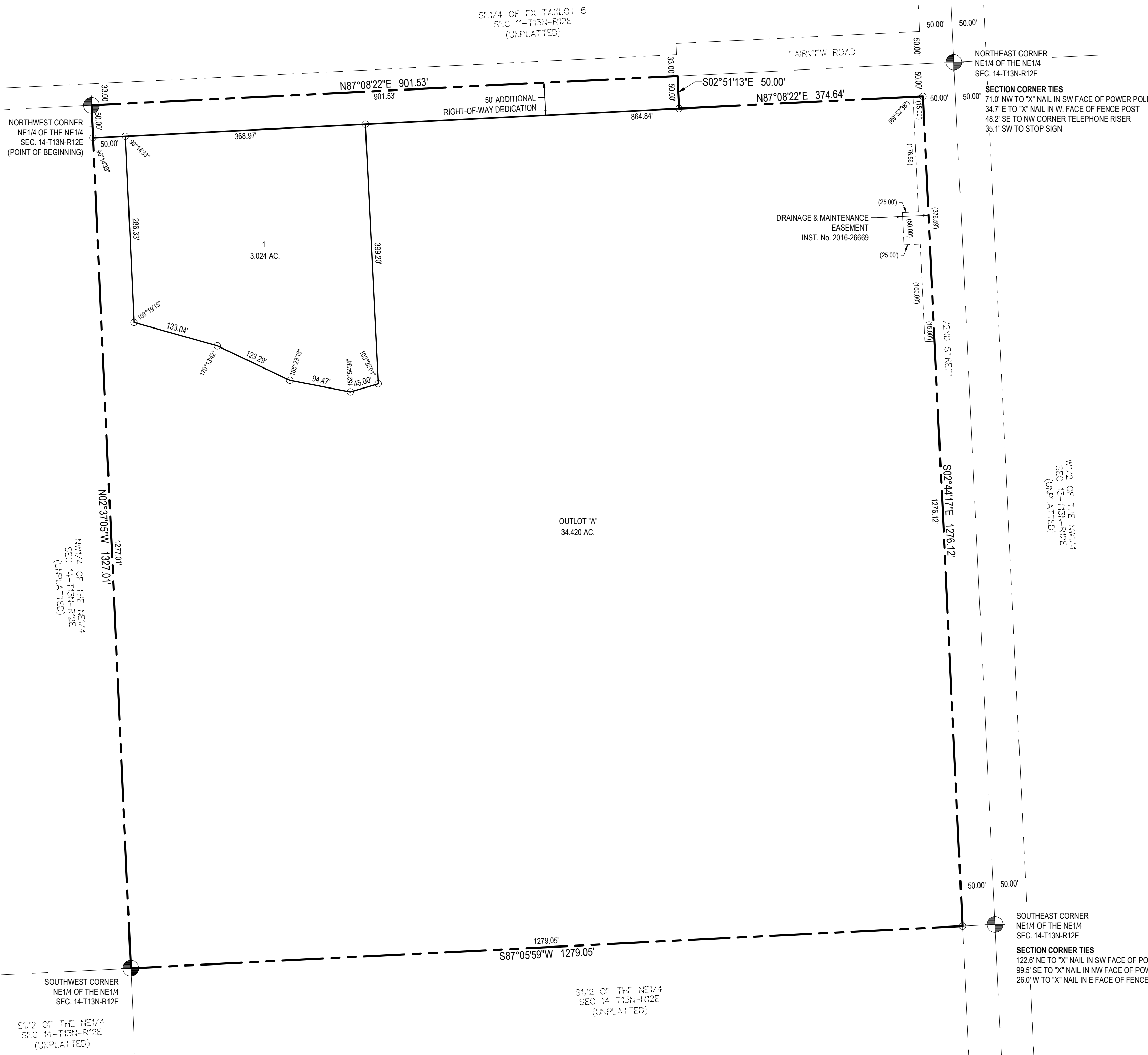
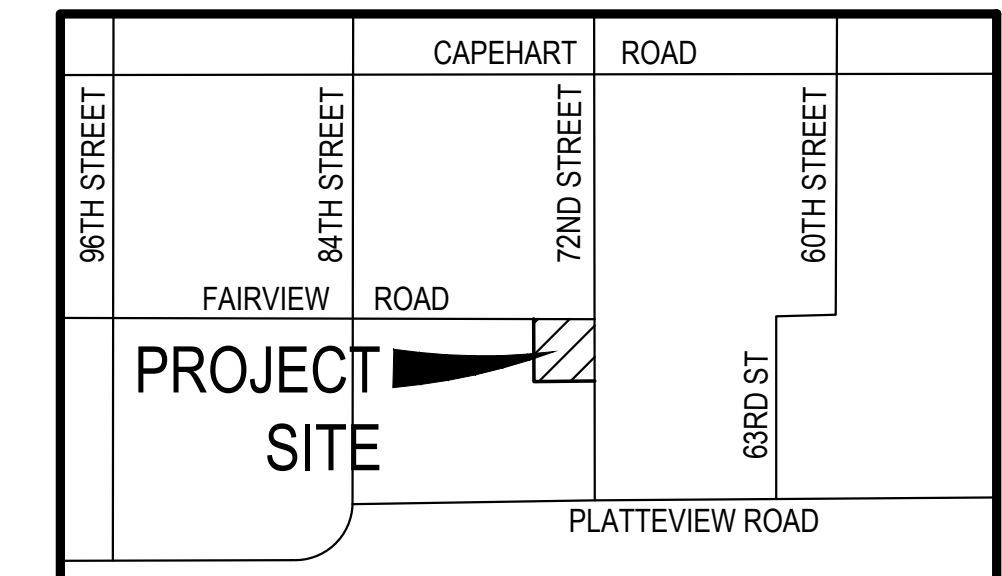
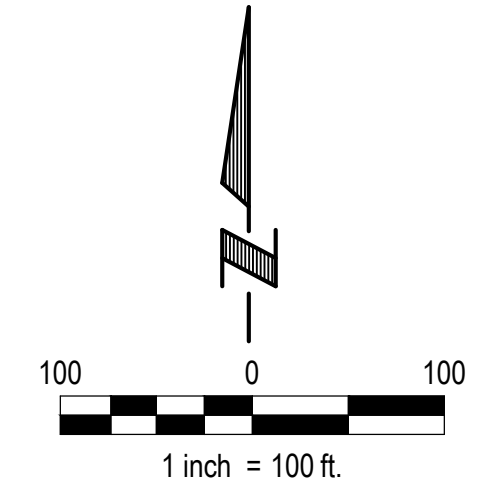
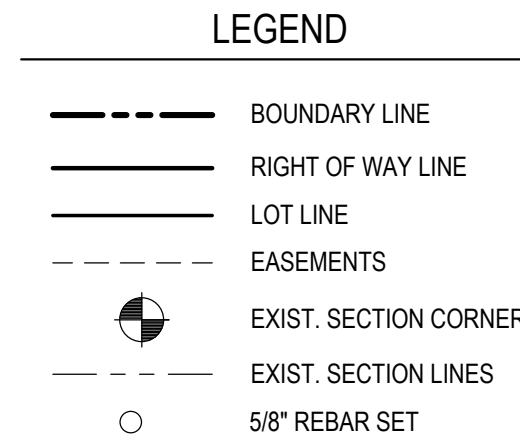
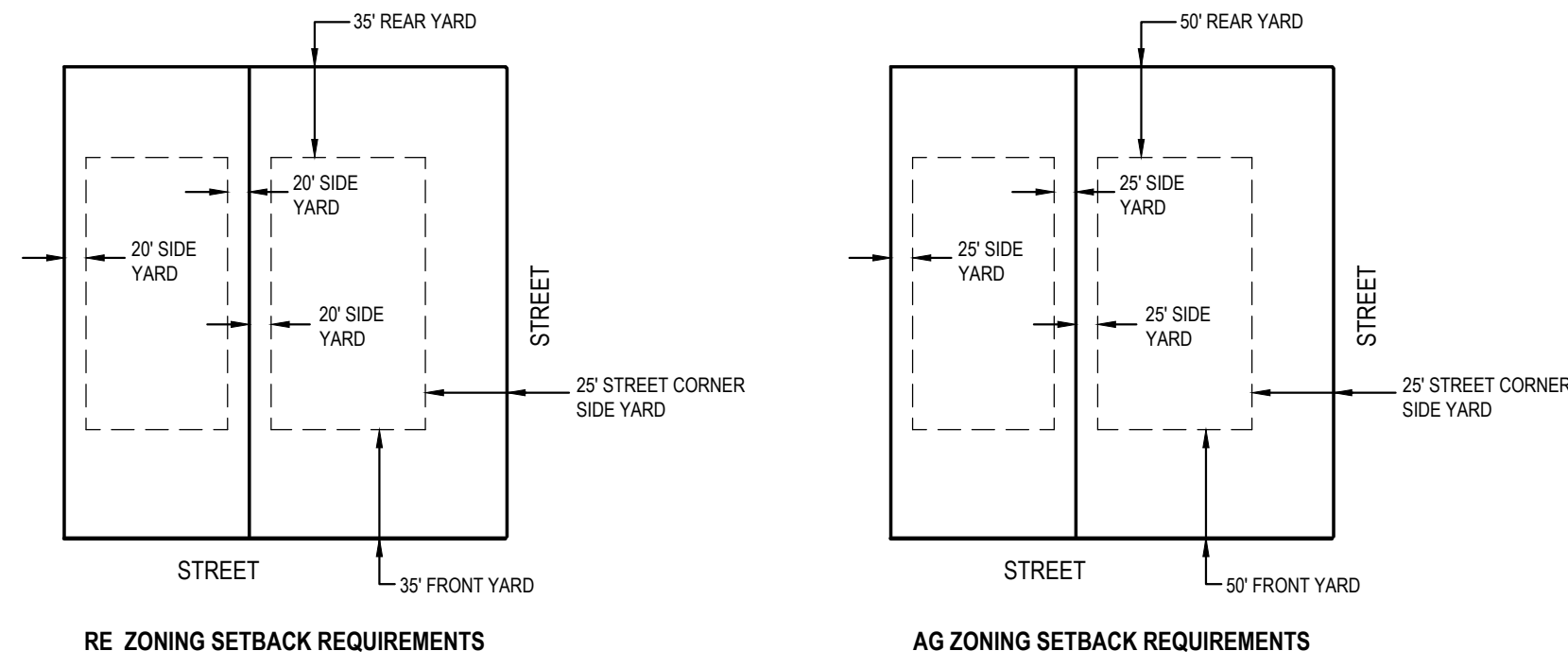
Revisions	
Date	Description
10/13/2017	JRS
	BJH

Proj No: P2017.103.001  
 Date: 10/13/2017  
 Designed By: JRS  
 Drawn By: BJH  
 Scale: 1" = 100'  
 Sheet: 1 of 1

# LEE LYNN

## LOT 1 & OUTLOT "A" INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 14,  
TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THOMAS L. PRIBIL AND MARGARET A. PRIBIL, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LEE LYNN LOTS TO BE NUMBERED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS 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 ALL CUL-DE-SAC STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

THOMAS L. PRIBIL DATE

MARGARET A. PRIBIL DATE

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THOMAS L. PRIBIL, HUSBAND, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME MARGARET A. PRIBIL, WIFE, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LEE LYNN WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COUNTY SURVEYOR / ENGINEER

### NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 72ND STREET FROM OUTLOT "A".
- ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN LEE LYNN (THE LOTS NUMBERED AS SHOWN). A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4 OF THE NE1/4 OF SECTION 14; THENCE N87°08'22"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 14, A DISTANCE OF 901.53 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FAIRVIEW ROAD; THENCE S02°51'13"E ALONG SAID WEST RIGHT-OF-WAY LINE OF FAIRVIEW ROAD, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF FAIRVIEW ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF SAID FAIRVIEW ROAD; THENCE N87°08'22"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FAIRVIEW ROAD A DISTANCE OF 374.64 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF FAIRVIEW ROAD AND THE WEST RIGHT-OF-WAY LINE OF 72ND STREET; THENCE S02°44'17"E ALONG SAID WEST RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 1,276.12 FEET TO A POINT ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 14; THENCE S87°05'39"W ALONG SAID SOUTH LINE OF THE NE1/4 OF THE NE1/4 OF SECTION 14, A DISTANCE OF 1,279.05 FEET TO THE SOUTHWEST CORNER OF SAID NE1/4 OF THE NE1/4 OF SECTION 14; THENCE N02°37'05"W ALONG THE WEST LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 14, A DISTANCE OF 1,327.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,676,150 SQUARE FEET OR 38.479 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608 DATE

### APPROVAL OF PAPIILLON CITY ENGINEER

THIS SUBDIVISION OF LEE LYNN WAS APPROVED BY THE PAPIILLON CITY ENGINEER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

### APPROVAL OF PAPIILLON PLANNING COMMISSION

THIS SUBDIVISION OF LEE LYNN WAS APPROVED BY THE PAPIILLON PLANNING COMMISSION.

REBECCA HOCH DATE  
CHAIRPERSON, PAPIILLON PLANNING COMMISSION

### APPROVAL BY PAPIILLON CITY COUNCIL

THIS SUBDIVISION OF LEE LYNN WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PAPIILLON, NEBRASKA.

DAVID P. BLACK, MAYOR DATE

ATTEST  
NICOLE L. BROWN, CITY CLERK

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

\_\_\_\_\_  
COUNTY TREASURER DATE

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

10909 Hill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eacg.com

**E & A CONSULTING GROUP, INC.**  
Engineering Answers

LEE LYNN  
LOT 1 & OUTLOT "A"  
PAPIILLON, NEBRASKA

**EXHIBIT "B"**  
**FINAL PLAT**

Revisions	Date	Description
1	10/13/2017	JRS
2		BLH
3		1" = 100'
4		1 of 1

Proj No: P2017.103.001  
Date: 10/13/2017  
Designed By: JRS  
Drawn By: BLH  
Scale: 1" = 100'  
Sheet: 1 of 1