

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
MAY 2, 2023 AGENDA**

Subject:	Type:	Submitted By:
Approval of the Granite Creek East Sewer and Water Connection Agreement.	Resolution #R23-0075	Travis Gibbons, CFM Planning Director

SYNOPSIS

This is a request for approval of the Granite Creek East Sewer and Water Connection Agreement. This agreement provides the terms and conditions for Granite Creek East to connect to the City's water and sewer systems.

FISCAL IMPACT

Capital Facilities Charges will be collected in the amount of **\$796,145.00** based on:

- 188 single-family residential lots (Lots 1 – 188) at \$2,400.00 per lot (\$451,200.00) plus
- 13.4 acres of civic (Lots 189 and 193) at \$7,185.00 per acre (\$89,847.00) plus
- 6.5 acres of commercial (Lots 190 – 192) at \$7,185.00 per acre (\$46,702.50) plus
- 10.7 acres of outlots at \$6,705.00 per acre (\$225,288.00) plus
- 17 acres of multiple-family residential (Lot 194) at \$7,660 per acre (\$130,220.00).

RECOMMENDATION

Approval, contingent upon City Council approval of the following:

- Granite Creek East Change of Zone Ordinance, ORD. #1973;
- Granite Creek East Final Plat, RES. #R23-0072;
- Granite Creek East Subdivision Agreement, RES. #R23-0073; and
- Granite Creek East Planned Unit Development Agreement, RES. #R23-0074.

On 11/16/22, the Planning Commission unanimously recommended approval of the Granite Creek East Final Plat contingent upon resolution of staff comments. The conditions required to approve the final plat have been addressed.

BACKGROUND

In September 2021, the Planning Department received Preliminary Plat and Change of Zone application for Granite Creek West. Granite Creek West is proposed to be primarily zoned R-4 PUD-2 Multiple Family Residential with a Specific Planned Unit Overlay with one GC General Commercial lot on the northwest corner of S 102nd Street and HWY 370. The Granite Creek West system network connects to Granite Creek East.

In February 2022, City Council approved a Comprehensive Plan Amendment to adopt the 2022 Future Land Use Map (CPA-22-0001).

In March 2022, the Planning Department received updated Preliminary Plat and Change of Zone applications for Granite Creek West. Granite Creek West is proposed to be primarily zoned R-4 PUD-2 Multiple Family Residential with a Specific Planned Unit Overlay with two R-4

Multiple Family Residential with R-4 Multiple Family Residential. The Granite Creek West system network connects to Granite Creek East.

In September 2022, City Council approved the Granite Creek East Preliminary Plat.

In November 2022, Planning Commission recommended approval of the Granite Creek East Final Plat.

In January 2023, City Council approved the Granite Creek West Preliminary Plat.

In January 2023, Planning Commission recommended approval of the Granite Creek West Final Plat.

ATTACHMENTS:

RES. #R23-0075

Sewer and Water Connection Agreement

RESOLUTION NO. R23-0075

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Granite Creek East Sewer and Water Connection Agreement is hereby approved, contingent upon City Council approval of:

- Granite Creek East Change of Zone Ordinance, ORD. #1973;
- Granite Creek East Final Plat, RES. #R23-0072;
- Granite Creek East Subdivision Agreement, RES. #R23-0073; and
- Granite Creek East Planned Unit Development Agreement, RES. #R23-0074.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

CITY OF PAPILLION, NEBRASKA

David P. Black, Mayor

Attest:

Nicole L. Brown, City Clerk

(SEAL)

**GRANITE CREEK EAST
SEWER AND WATER CONNECTION AGREEMENT**

THIS SEWER AND WATER CONNECTION AGREEMENT (hereinafter referred to as the “Agreement”) is fully executed this _____ day of _____, 20__ (the “Effective Date”) by and between **BHI DEVELOPMENT, INC.** a Nebraska limited liability company and **GRANITE CREEK DEVELOPEMENT, LLC**, a Nebraska limited liability company (hereinafter collectively referred to as “DEVELOPER”), **SANITARY AND IMPROVEMENT DISTRICT NO. 368 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as “DISTRICT”), and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, DISTRICT does hereby represent and warrant that it is a duly organized and existing body corporate and politic in accordance with and under the laws of the State of Nebraska, being in compliance with all applicable laws of the State of Nebraska and particularly with Article 7 of Chapter 31 of the Nebraska Revised Statutes; and

WHEREAS, DEVELOPER is the owner of the parcels of land described in Exhibit “A”, attached hereto, which are to be developed within City’s zoning and platting jurisdiction; and

WHEREAS, DISTRICT: (1) intends to undertake the construction of sanitary sewer lines and appurtenances within and immediately outside the boundaries of the Development Area, (2) desires to provide for the flow and handling of sewage collected in or flowing into said sanitary sewer system, and (3) has requested that CITY permit flowage therefrom into the sewage system served by the Walnut Creek Outfall in order to process said sewage to and through any existing or hereafter constructed sewage treatment plant or plants of the CITY, as applicable, insofar as the CITY may be processing their own sewage or causing any other public corporation to process their own sewage; and

WHEREAS, DISTRICT intends to undertake the construction of water mains, water lines, and appurtenances within and immediately outside the boundaries of the Development Area and desires to connect to the CITY’s water system.

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

**Section 1
Definitions**

- A. Definitions. For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- (1) **“DISTRICT’s Sewer System”** shall mean all sanitary sewers, sanitary sewer systems, and appurtenances thereto, whether now in existence or hereafter constructed, that are:
- a. Situated within the DISTRICT’s boundaries (whether or not owned by DISTRICT) and served by the Walnut Creek Outfall; or
 - b. Owned by DISTRICT (whether or not located within DISTRICT’s boundaries) and served by the Walnut Creek Outfall; or
 - c. Serving as an outfall sewer or other connecting sewer from DISTRICT’s boundaries to the point of connection with the sewage system served by the Walnut Creek Outfall.

Private sewer service lines constructed on private property for the purpose of providing sewer service directly from DISTRICT’s Sewer System to any individual lots or building(s) shall be excluded from the meaning of the term “DISTRICT’s Sewer System” whenever such term is used in this Agreement.

- (2) **“DISTRICT’s Water System”** shall mean all water mains, water lines, water systems, and appurtenances thereto, whether now in existence or hereafter constructed, that are:
- a. Situated within the DISTRICT’s boundaries (whether or not owned by DISTRICT); or
 - b. Owned by DISTRICT, whether or not located within DISTRICT’s boundaries).

Private water lines constructed on private property for the purpose of providing water service directly from DISTRICT’s Water System to any individual lots or building(s) shall be excluded from the meaning of the term “DISTRICT’s Water System” whenever such term is used in this Agreement.

Section 2

Permission to Connect

- A. Permission to Connect DISTRICT’s Sewer System. CITY hereby grant permission to DISTRICT to connect DISTRICT’s Sewer System to the sanitary sewer system served by the Walnut Creek Outfall contingent upon the following: (1) the proposed plans and specifications for DISTRICT’s Sewer System have been formally approved by CITY, as is required before DISTRICT may begin construction of DISTRICT’s Sewer System, and (2) the as-built plans and specifications for DISTRICT’s Sewer System have been formally approved by CITY, as is required before CITY shall approve the complete construction of DISTRICT’s Sewer System. CITY further agree to accept and process the resulting sanitary sewage from that portion of the Development Area located within the

Walnut Creek Outfall Service Area in accordance with the rules and regulations of CITY, as applicable.

- B. Permission to Connect DISTRICT's Water System. CITY hereby grants permission to DISTRICT to connect DISTRICT's water system to CITY's water system contingent upon the following: (1) the proposed plans and specifications for DISTRICT's Water System have been formally approved by CITY, as is required before DISTRICT may begin construction of DISTRICT's Water System, and (2) the as-built plans and specifications for DISTRICT's Water System have been formally approved by CITY, as is required before CITY shall approve the complete construction of DISTRICT's Water System. CITY hereby further agrees to supply water to the development in accordance with the rules and regulations of CITY.

Section 3 DISTRICT Easements, Licenses, and Covenants

A. DISTRICT Easements and Licenses.

(1) DISTRICT hereby grants and conveys:

- a. An easement and license unto CITY, and their successors and assigns, to transmit through DISTRICT's Sewer System sanitary sewage from any area now or thereafter serviced, directly or indirectly, by CITY's sewer system or any part thereof; and
- b. An easement and license unto CITY, and its successors and assigns, to transmit water through DISTRICT's water system as required; and
- c. An easement and license unto CITY, its successors and assigns, and their employees, representatives, and agents, to enter upon and into the property, streets, roads, public ways, and easements located within the Development Area for the purpose of inspecting, maintaining, repairing, or reconstructing that portion of DISTRICT's Sewer System for which CITY have been given an easement and license by DISTRICT, as aforesaid. However, the Parties agree that such easement and license do not create a requirement that CITY perform any inspections, maintenance, repairs, or reconstruction beyond what is required by law or as otherwise agreed to by the Parties; and
- d. An easement and license unto CITY, its successors and assigns, and its employees, representatives, and agents, to enter upon and into the property, streets, roads, public ways, and easements located within the Development Area for the purpose of inspecting, maintaining, repairing, or reconstructing that portion of DISTRICT's water system for which CITY has been given an easement and license by DISTRICT, as aforesaid. However, the Parties agree that such easement and license do not create a requirement that CITY perform any

inspections, maintenance, repairs, or reconstruction beyond what is required by law or as otherwise agreed to by the Parties; and

- e. An easement and license unto CITY, and its successors and assigns, to connect CITY's sewer system, or any part thereof, as applicable, to DISTRICT's Sewer System in such manner and at such place as determined by CITY. CITY shall not be required to pay any connection fee or connection charge for such connection(s); and
- f. An easement and license unto CITY, and its successors and assigns, to connect CITY's water system, or any part thereof, as applicable, to DISTRICT's Water System in such manner and at such place as determined by CITY. CITY shall not be required to pay any connection fee or connection charge for such connection(s).

(2) Easement Requirements.

- a. DISTRICT shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement contemplated within this Agreement, or otherwise required by CITY, as applicable.
- b. DISTRICT shall provide copies of all easements to CITY, as applicable, immediately after they are recorded.
- c. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
- d. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY, as applicable.

B. DISTRICT Covenants.

(1) DISTRICT hereby covenants:

- a. To maintain and repair DISTRICT's Sewer System as necessary to comply with all applicable federal, state, county, and CITY rules and regulations.
- b. To maintain and repair DISTRICT's Water System as necessary to comply with all applicable federal, state, county, and CITY rules and regulations.
- c. In the event that CITY discover anything in the construction, maintenance, or operation of DISTRICT'S Sewer System which is not in conformance with the corresponding plans approved by CITY and will, in the reasonable opinion of CITY, be detrimental to the proper operation of the CITY sewer system, or any part thereof, DISTRICT shall, upon written notice thereof, promptly correct said defects to CITY satisfaction.

- d. In the event that CITY discovers anything in the construction, maintenance, or operation of DISTRICT'S Water System which is not in conformance with the corresponding plans approved by CITY and will, in the reasonable opinion of CITY, be detrimental to the proper operation of the CITY water system, or any part thereof, DISTRICT shall, upon written notice thereof, promptly correct said defects to CITY's satisfaction.
- C. Perpetual Until Annexation. The easements, licenses, and covenants granted and agreed to herein shall be perpetual; provided, however, that in the event that CITY acquires title to DISTRICT's Sewer System, DISTRICT's Water System, or any portion thereof, by purchase, annexation, partial annexation, or any other means, DISTRICT's obligations to maintain and repair such system(s) shall thereafter terminate with respect to those portions of such system(s) acquired by CITY.

Section 4

Connection Restrictions, Regulations, and Indemnification

- A. DISTRICT's Sewer System Connection Restriction. DISTRICT agrees that no connection shall be made to DISTRICT's Sewer System until: (1) the proposed plans and specifications for DISTRICT's Sewer System have been formally approved by CITY, as is required before DISTRICT may begin construction of DISTRICT's Sewer System, and (2) as-built plans and specifications for DISTRICT's Sewer System have been formally approved by CITY, as is required before CITY shall approve the complete construction of DISTRICT's Sewer System.
- B. DISTRICT's Water System Connection Restriction. DISTRICT agrees that no connection shall be made to DISTRICT's Water System until: (1) the proposed plans and specifications for DISTRICT's Water System have been formally approved by CITY, as is required before DISTRICT may begin construction of DISTRICT's Water System, and (2) as-built plans and specifications for DISTRICT's Water System have been formally approved by CITY, as is required before CITY shall approve the complete construction of DISTRICT's Water System.
- C. Right to Disconnect Sewer System Connections Made Without Approvals. CITY shall have the right to enter the Development Area to disconnect any connection to DISTRICT's Sewer System which has been made without the required approvals of CITY pertaining to said sewer connection(s).
- D. Right to Disconnect Water System Connections Made Without Approvals. CITY shall have the right to enter the Development Area to disconnect any connection to DISTRICT's Water System which has been made without the required approvals of CITY pertaining to said water connection(s).
- E. Water System DHHS Compliance. All connections and disbursements of water into CITY's water system or DISTRICT's Water System shall be in accordance with Title

179 -- Public Water Systems of the Nebraska Department of Health and Human Services (DHHS) rules and regulations. No entity, group, or individual shall connect to CITY's water system without obtaining all of the necessary permits and approvals from CITY and DHHS. Any unlawful connections or disbursement of water into CITY's Water System by DISTRICT or a designee or agent of DISTRICT shall be the full responsibility of DISTRICT.

- F. Water System Indemnification. DISTRICT 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, out of, or otherwise occurring in relation to any unlawful connection and/or disbursement of water into CITY's water system. Any and all resulting fees and/or penalties imposed by DHHS shall be the full responsibility of DISTRICT.
- G. Sewer System DEQ Compliance. All connections and disbursements of sewage into CITY's sanitary sewer system or DISTRICT's Sewer System shall be in accordance with Title 123 -- Rules and Regulations for the Design, Operation and Maintenance of Wastewater Works of the Nebraska Department of Environmental Quality (DEQ) rules and regulations. No entity, group, or individual shall connect to CITY's sanitary sewer system without obtaining all of the necessary permits and approvals from CITY and DEQ. Any unlawful connections or disbursement of sewage into CITY's sanitary sewer system by DISTRICT or a designee or agent of DISTRICT shall be the full responsibility of DISTRICT.
- H. Sewer System Indemnification. DISTRICT 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, out of, or otherwise occurring in relation to any interruption in service or any unlawful connection and/or disbursement of sewage into CITY's sanitary sewer system. Any and all resulting fees and/or penalties imposed by DEQ shall be the full responsibility of DISTRICT.

Section 5 Sewer and Water Service Fees

- A. Sewer and Water Service Fees. As compensation for the treatment and disposal of sanitary sewage flowing and collected from that portion of the Development Area located within the Walnut Creek Outfall Service Area into CITY's sewer system and as compensation for supplying water from CITY's water system to properties within the Development Area, DISTRICT agrees to pay to CITY sewer and water service fees, the sum of which shall be determined under the rules, ordinances, or agreements of CITY;

alternatively, DISTRICT agrees CITY may directly bill the users of such sewer and water systems.

Section 6 Other Connections

- A. No Outside Connections Without Approval. Without prior specific written approval by CITY, as applicable, DISTRICT shall not permit any sewer or water lines or systems of sewer or water lines located outside the Development Area, either directly or indirectly serving areas outside the Development Area, to be connected with DISTRICT's Sewer System or DISTRICT's Water System.
- B. Other Connections at CITY's Request. Upon the written request of CITY or the joint written request of CITY and (a) another Sanitary and Improvement District, (b) a sewer district, or (c) any other person or entity, for permission to connect to DISTRICT's Sewer System or DISTRICT's Water System, DISTRICT shall allow such connection to be made without charge.

Section 7 Miscellaneous Provisions

- 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:
 - a. Written agreement between the Parties, subject to Section 7(K) 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.
 - b. Annexation by CITY of the entire Development Area.
- 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" following immediately thereafter, unless expressly stated otherwise.
- D. Non-Discrimination. DISTRICT, its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions or affiliations, disability, or national origin.

- E. Governing Law. The Parties to this Agreement shall conform to all existing and applicable CITY, county, 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.
- 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 a court of competent jurisdiction located in Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in such court located in Nebraska.
- 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 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.
- I. 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.
- J. 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.
- K. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by the Parties. 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; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY.
- L. Notices, Consents, and Approval. All payments, notices, statements, demands, requests, consents, approval, 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:

a. For DEVELOPER: BHI Development, Inc.
11205 S 150th St #100
Omaha, NE 68138
Attn: Jerry Torczon

Granite Creek Development, LLC
11205 S 150th St #100
Omaha, NE 68138
Attn: Jerry Torczon

b. For DISTRICT: Sanitary and Improvement District
No. 368 of Sarpy County, Nebraska
c/o Adams & Sullivan
1246 Golden Gate Dr # 1
Papillion, NE 68046 Attn: Pat Sullivan

c. For CITY: City Clerk
City of Papillion
122 East Third Street
Papillion, NE 68046

- M. 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.
- N. 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.
- O. 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.
- P. Force Majeure Event. A Force Majeure Event means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and (iii) such Party has taken all reasonable precautions, due care, and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. A Party shall be excused from performance and shall

not be in default in respect to any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event, provided the party claiming excuse because of Force Majeure has given the other party written notice of the Force Majeure event on which it is relying and a reasonable estimate of its likely impact on performance under this Agreement within five (5) business days following the Force Majeure event.

(Signatures appear on following pages)

Executed by the City of Papillion this ____ day of _____, 20__.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole L. Brown, City Clerk

By _____
David P. Black, Mayor

CITY SEAL

SANITARY AND IMPROVEMENT DISTRICT
NO. 368 OF SARPY COUNTY, NEBRASKA

By _____
Gerald Torczon, Chairman

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald Torczon, Chairman of Sanitary and Improvement District No. 368 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

BHI Development, Inc., a Nebraska corporation

By _____
Gerald Torczon, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald Torczon, Managing Member of BHI Development, Inc., a Nebraska corporation known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this ____ day of _____, 202_.

Notary Public

Granite Creek Development, LLC, a Nebraska limited liability company

By _____
Gerald Torczon, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald Torczon, Managing Member of Granite Creek Development, LLC, a Nebraska limited liability company known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such company.

Witness my hand and Notarial Seal this _____ day of _____, 202_.

Notary Public

**SEWER AND WATER CONNECTION AGREEMENT
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INTRODUCTION STATEMENT

RECITALS

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4	Connection Restrictions, Regulations, and Indemnification
5	Sewer and Water Service Fees
6	Other Connections
7	Miscellaneous Provisions

EXHIBITS:

A	Plat Legal Description with Metes and Bounds
B	Final Plat

EXHIBIT "A"
LEGAL DESCRIPTION
LOTS 1 THRU 194 INCLUSIVE & OUTLOTS "A" AND "I"

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE SE1/4, PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, PART OF THE NE1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW1/4 OF SECTION 28; THENCE S02°31'19"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID SE1/4 OF SECTION 28, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID SW1/4 OF SECTION 28, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N87°30'49"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 2,083.29 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET ON THE FOLLOWING ELEVEN (11) DESCRIBED COURSES: (1) THENCE S00°20'21"W, A DISTANCE OF 243.85 FEET; (2) THENCE S19°52'30"E, A DISTANCE OF 336.48 FEET; (3) THENCE N74°16'55"E, A DISTANCE OF 131.31 FEET; (4) THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1,470.00 FEET, A DISTANCE OF 74.29 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S17°09'57"E, A DISTANCE OF 74.28 FEET; (5) THENCE S18°36'49"E, A DISTANCE OF 28.11 FEET; (6) THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,330.00 FEET, A DISTANCE OF 374.36 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S10°33'00"E, A DISTANCE OF 373.13 FEET; (7) THENCE S02°29'10"E, A DISTANCE OF 1,083.82 FEET; (8) THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1,330.00 FEET, A DISTANCE OF 190.25 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S01°36'43"W, A DISTANCE OF 190.09 FEET; (9) THENCE S05°42'36"W, A DISTANCE OF 20.13 FEET; (10) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,470.00 FEET, A DISTANCE OF 212.99 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S01°33'33"W, A DISTANCE OF 212.80 FEET; (11) THENCE S03°56'46"E, A DISTANCE OF 89.61 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE1/4 OF SECTION 28, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OVERLAND HILLS V, A SUBDIVISION LOCATED IN SECTION 33; THENCE S87°08'26"W ALONG SAID SOUTHERLY LINE OF THE SE1/4 OF SECTION 28, SAID LINE ALSO BEING SAID NORTHERLY LINE OF OVERLAND HILLS V, A DISTANCE OF 1,028.88 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SW1/4 OF THE SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 65, SAID OVERLAND HILLS V, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370 ON THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) THENCE N85°42'44"W, A DISTANCE OF 393.03 FEET; (2) THENCE N00°02'05"W, A DISTANCE OF 164.60 FEET; (3) THENCE N81°23'16"W, A DISTANCE OF 66.88 FEET; (4) THENCE S26°00'21"W, A DISTANCE OF 69.06 FEET; (5) THENCE N88°13'17"W, A DISTANCE OF 839.61 FEET TO A POINT ON SAID WESTERLY LINE OF THE SE1/4 OF SECTION 28, SAID LINE ALSO BEING SAID EASTERLY LINE OF THE SW1/4 OF SECTION 28; THENCE N81°08'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370, A DISTANCE OF 188.79 FEET; THENCE N01°15'14"W, A DISTANCE OF 117.68 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 512.50 FEET, A DISTANCE OF 121.97 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N05°33'50"E, A DISTANCE OF 121.68 FEET; THENCE

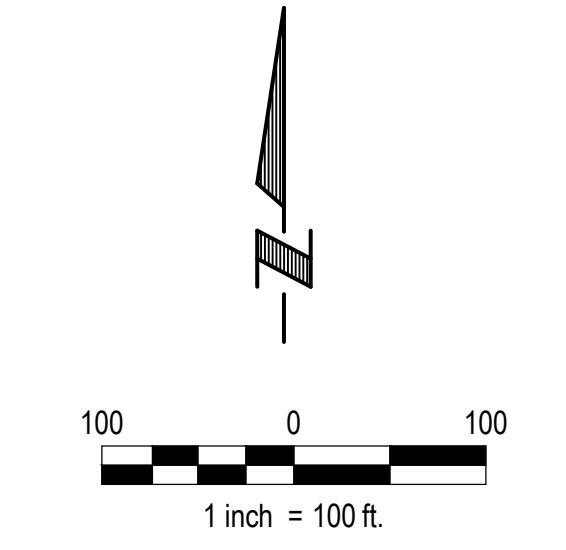
NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 120.76 FEET, A DISTANCE 179.54 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N30°12'40"W, A DISTANCE OF 163.45 FEET; THENCE N06°20'55"E, A DISTANCE OF 55.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 105.00 FEET, A DISTANCE OF 169.48 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N50°06'29"E, A DISTANCE OF 151.67 FEET; THENCE N03°52'03"E, A DISTANCE OF 16.68 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A DISTANCE OF 55.33 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N09°37'52"E, A DISTANCE OF 55.23 FEET; THENCE N15°23'42"E, A DISTANCE OF 224.19 FEET; THENCE N48°55'42"W, A DISTANCE OF 160.62 FEET; THENCE N44°24'08"W, A DISTANCE 230.22 FEET; THENCE N04°59'04"W, A DISTANCE OF 80.25 FEET; THENCE N87°42'58"E, A DISTANCE OF 57.00 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 50.67 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N81°15'54"E, A DISTANCE OF 50.56 FEET; THENCE N74°48'50"E, A DISTANCE OF 5.03 FEET; THENCE N15°11'10"W, A DISTANCE OF 50.00 FEET; THENCE N34°17'59"E, A DISTANCE OF 19.01 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 7.47 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N03°21'14"W, A DISTANCE OF 7.47 FEET; THENCE N02°17'02"W, A DISTANCE OF 421.73 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 702.08 FEET, A DISTANCE OF 103.31 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N00°13'51"W, A DISTANCE OF 103.22 FEET; THENCE N38°37'34"W, A DISTANCE OF 18.03 FEET; THENCE N06°53'40"E, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 625.00 FEET, A DISTANCE OF 1.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S83°03'23"E, A DISTANCE OF 1.07 FEET; THENCE N54°17'31"E, A DISTANCE OF 18.20 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 623.99 FEET, A DISTANCE OF 107.18 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N16°32'11"E, A DISTANCE OF 107.05 FEET; THENCE N20°51'46"E, A DISTANCE OF 106.82 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 152.82 FEET, A DISTANCE OF 62.26 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N09°11'29"E, A DISTANCE OF 61.83 FEET; THENCE N02°28'47"W, A DISTANCE OF 217.39 FEET; THENCE N47°28'47"W, A DISTANCE OF 17.68 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE N87°31'13"E, A DISTANCE OF 92.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 6,194,702 SQUARE FEET OR 142.211 ACRES MORE OR LESS.

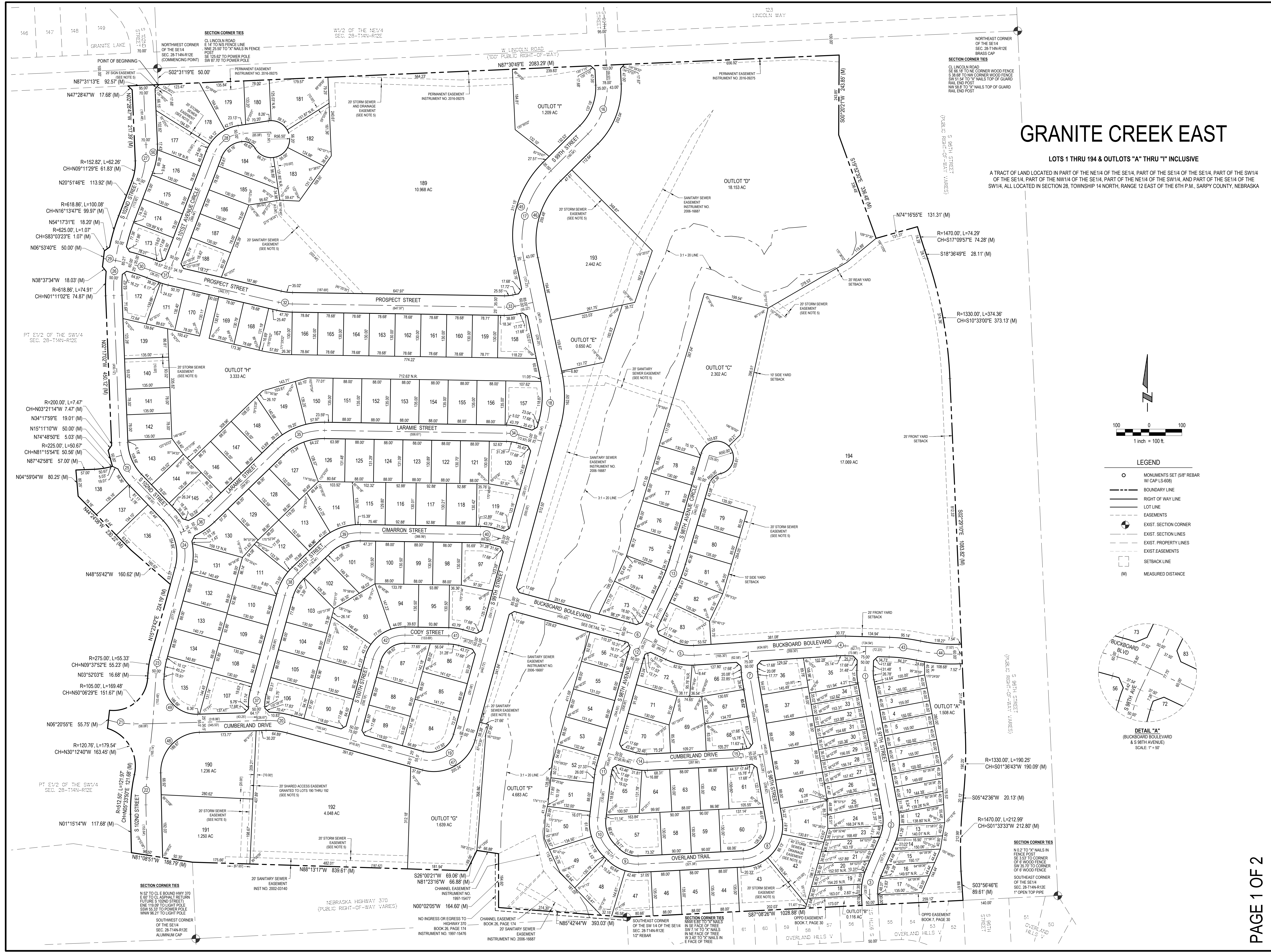
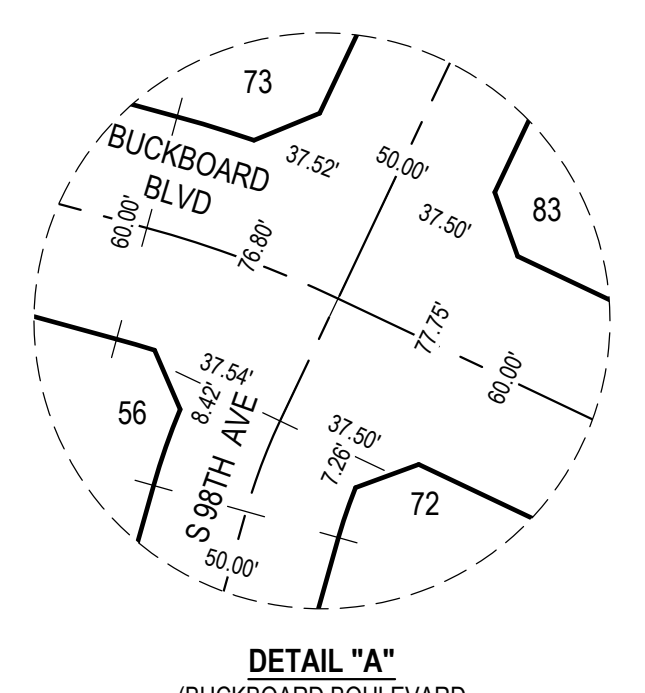
GRANITE CREEK EAST

LOTS 1 THRU 194 & OUTLOTS "A" THRU "I" INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE SE1/4, PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, PART OF THE NE1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARY COUNTY, NEBRASKA



- LEGEND**
- MONUMENTS SET (5/8" REBAR W/ CAP LS-608)
 - BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - EASEMENTS
 - EXIST. SECTION CORNER
 - EXIST. SECTION LINES
 - EXIST. PROPERTY LINES
 - EXIST. EASEMENTS
 - SETBACK LINE
 - (M) MEASURED DISTANCE



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

10909 Mill Valley Road, Suite 100, Omaha, NE 68154
 Phone: 402.885.4100 Fax: 402.885.3589
www.eandagroup.com

E & A CONSULTING GROUP, INC.
 Engineering Answers

GRANITE CREEK EAST
 LOT 1 THRU 194 & OUTLOTS "A" THRU "I" INCLUSIVE
 PAVILLION, NEBRASKA

EXHIBIT "B"
FINAL PLAT

Revisions	Description	Date
1	ISSUED FOR PERMIT	10-03-2022
2	DESIGNED BY	10-03-2022
3	DRAWN BY	10-03-2022
4	CHECKED BY	10-03-2022
5	SCALE	1" = 100'
6	SHEET	1 OF 2

4-500022-222.PLT
 K:\Projects\2021\141001\Planning & Engineering\Granite Creek East\Final Plat\Final Plat.dwg

GRANITE CREEK EAST

LOTS 1 THRU 194 & OUTLOTS "A" THRU "I" INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE SE1/4, PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, PART OF THE NE1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

FRONT YARD	25'
SIDE YARD	10'
STREET SIDE YARD	15'
REAR YARD	20'

FRONT YARD	25'
SIDE YARD	0' OR 5'
STREET SIDE YARD	15'
REAR YARD	20'

FRONT YARD	15'
SIDE YARD	10'
STREET SIDE YARD	10'
REAR YARD	10'

"INTERIOR SIDE YARD ALONG A COMMON WALL CAN BE SET A ZERO-LOT SETBACK AS LONG AS THE OPPOSITE SIDE YARD IS AT THE NORMAL SIDE YARD SETBACK REQUIREMENT.

CENTERLINE CURVE TABLE					CENTERLINE CURVE TABLE					CENTERLINE CURVE TABLE					CENTERLINE CURVE TABLE									
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CURVE	RADIUS	LENGTH	TANGENT	DELTA	CURVE	RADIUS	LENGTH	TANGENT	DELTA	CURVE	RADIUS	LENGTH	TANGENT	DELTA	CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	150.00'	32.14'	16.13'	12°16'31"	15	125.00'	14.54'	7.28'	6°39'47"	29	600.00'	133.65'	67.11'	12°45'47"	43	500.00'	89.75'	45.00'	10°17'05"	31	200.00'	27.29'	13.67'	7°49'03"
2	150.00'	88.36'	45.50'	33°45'01"	16	200.00'	166.28'	88.29'	47°38'13"	30	600.00'	108.74'	54.52'	10°23'01"	44	500.00'	125.82'	63.24'	14°25'05"	32	200.00'	42.45'	21.31'	12°09'40"
3	150.00'	67.98'	34.58'	25°57'53"	17	300.00'	298.22'	162.74'	56°57'22"	31	200.00'	27.29'	13.67'	7°49'03"	33	150.00'	33.33'	16.73'	12°43'52"	34	150.00'	37.54'	18.87'	14°20'16"
4	300.00'	27.93'	13.97'	9°20'03"	18	300.00'	141.73'	72.21'	27°04'09"	32	200.00'	42.45'	21.31'	12°09'40"	35	200.00'	157.22'	82.92'	45°02'20"	37	150.00'	79.92'	40.93'	30°31'39"
5	150.00'	76.13'	38.90'	29°04'43"	19	100.00'	157.25'	100.17'	90°08'45"	33	150.00'	33.33'	16.73'	12°43'52"	36	200.00'	75.56'	38.24'	21°38'50"	38	150.00'	44.35'	22.34'	16°56'19"
6	300.00'	53.16'	26.65'	10°09'10"	20	250.00'	73.91'	37.23'	16°56'19"	34	150.00'	37.54'	18.87'	14°20'16"	37	150.00'	79.92'	40.93'	30°31'39"	39	150.00'	117.91'	62.19'	45°02'20"
7	200.00'	20.31'	10.16'	5°49'07"	21	250.00'	78.54'	39.60'	18°00'02"	35	200.00'	157.22'	82.92'	45°02'20"	40	150.00'	37.54'	18.87'	14°20'16"	41	150.00'	37.54'	18.87'	14°20'16"
8	100.00'	168.71'	112.36'	96°38'47"	22	661.05'	84.23'	42.17'	7°18'01"	36	200.00'	75.56'	38.24'	21°38'50"	42	100.00'	131.89'	77.52'	75°33'59"	43	500.00'	89.75'	45.00'	10°17'05"
9	100.00'	82.48'	43.75'	47°15'19"	23	250.00'	50.30'	25.23'	11°31'39"	37	150.00'	44.35'	22.34'	16°56'19"	44	500.00'	125.82'	63.24'	14°25'05"	45	313.01'	311.15'	S16°37'51"W	298.50'
10	120.00'	109.73'	59.04'	52°23'36"	24	175.00'	180.65'	99.30'	59°08'41"	38	150.00'	79.92'	40.93'	30°31'39"	46	257.00'	255.48'	N16°37'51"E	245.09'	47	130.52'	205.24'	N60°16'11"E	184.74'
11	150.00'	23.43'	11.74'	8°56'58"	25	175.00'	126.65'	66.24'	41°27'57"	39	150.00'	117.91'	62.19'	45°02'20"	48	121.37'	189.87'	N43°33'46"E	171.09'	49	100.00'	166.66'	N43°52'36"W	148.03'
12	150.00'	25.23'	12.64'	9°38'10"	26	593.86'	239.91'	121.61'	23°08'48"	40	150.00'	37.54'	18.87'	14°20'16"	50	212.82'	86.70'	N69°11'29"E	86.11'					
13	500.00'	77.16'	38.65'	8°50'29"	27	300.00'	122.22'	61.97'	23°20'33"	41	150.00'	37.54'	18.87'	14°20'16"										
14	125.00'	40.57'	20.47'	18°35'53"	28	100.00'	116.33'	65.75'	66°39'03"	42	100.00'	131.89'	77.52'	75°33'59"										

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
45	313.01'	311.15'	S16°37'51"W	298.50'
46	257.00'	255.48'	N16°37'51"E	245.09'
47	130.52'	205.24'	N60°16'11"E	184.74'
48	121.37'	189.87'	N43°33'46"E	171.09'
49	100.00'	166.66'	N43°52'36"W	148.03'
50	212.82'	86.70'	N69°11'29"E	86.11'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, GRANITE CREEK DEVELOPMENT, LLC AND B H I DEVELOPMENT INC, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, OUTLOTS, AND STREETS TO BE NUMBERED, LETTERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS GRANITE CREEK EAST (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 PERPETUAL EASEMENTS TO CITY OF PAPIILLON 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 CAL-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 HEREBY GRANTED.

GRANITE CREEK DEVELOPMENT, LLC

GERALD L. TORCZON, MANAGING MEMBER DATE

B H I DEVELOPMENT INC

GERALD L. TORCZON, MANAGING MEMBER DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

COUNTY OF _____)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME GERALD L. TORCZON, MANAGING MEMBER OF GRANITE CREEK DEVELOPMENT, LLC, 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 _____)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME GERALD L. TORCZON, MANAGING MEMBER OF GRANITE CREEK DEVELOPMENT, LLC, 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

APPROVAL OF PAPIILLON CITY ENGINEER

THIS SUBDIVISION OF GRANITE CREEK EAST WAS APPROVED BY THE PAPIILLON CITY ENGINEER THIS _____ DAY OF _____, 20____.

ALEX EVANS, PE
PAPIILLON CITY ENGINEER

APPROVAL OF PAPIILLON PLANNING COMMISSION

THIS SUBDIVISION OF GRANITE CREEK EAST WAS APPROVED BY THE PAPIILLON PLANNING COMMISSION.

REBECCA HOCH, CHAIRPERSON, PAPIILLON PLANNING COMMISSION

APPROVAL BY PAPIILLON CITY COUNCIL

THIS SUBDIVISION OF GRANITE CREEK EAST 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

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF GRANITE CREEK EAST WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

COUNTY SURVEYOR / ENGINEER

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 GRANITE CREEK EAST (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE SE1/4, PART OF THE SE1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, PART OF THE NE1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW1/4 OF SECTION 28, THENCE S02°31'19"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID SE1/4 OF SECTION 28, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID SW1/4 OF SECTION 28, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N87°30'06"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 2,083.29 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET ON THE FOLLOWING ELEVEN (11) DESCRIBED COURSES: (1) THENCE S00°20'21"W, A DISTANCE OF 243.85 FEET; (2) THENCE S19°52'30"E, A DISTANCE OF 336.48 FEET; (3) THENCE N74°16'55"E, A DISTANCE OF 131.31 FEET; (4) THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1,470.00 FEET, A DISTANCE OF 74.29 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S17°19'57"E, A DISTANCE OF 74.29 FEET; (5) THENCE S19°52'30"E, A DISTANCE OF 28.11 FEET; (6) THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,330.00 FEET, A DISTANCE OF 374.36 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S10°33'00"E, A DISTANCE OF 374.36 FEET; (7) THENCE S02°21'07"E, A DISTANCE OF 1,083.30 FEET; (8) THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1,330.00 FEET, A DISTANCE OF 190.09 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S01°36'43"W, A DISTANCE OF 190.09 FEET; (9) THENCE S05°42'36"W, A DISTANCE OF 20.13 FEET; (10) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,470.00 FEET, A DISTANCE OF 74.29 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S01°33'33"W, A DISTANCE OF 212.80 FEET; (11) THENCE S03°56'46"E, A DISTANCE OF 89.61 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE NORTHERLY LINE OF OVERLAND HILLS V, A SUBDIVISION LOCATED IN SECTION 33; THENCE S87°08'26"W ALONG SAID SOUTHERLY LINE OF THE SE1/4 OF SECTION 28, SAID LINE ALSO BEING SAID NORTHERLY LINE OF OVERLAND HILLS V, A DISTANCE OF 1,028.88 FEET; SAID POINT ALSO BEING THE NORTHERLY LINE OF OVERLAND HILLS V, A DISTANCE OF 1,028.88 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SW1/4 OF THE SE1/4 OF SECTION 28, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID OVERLAND HILLS V, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370 ON THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) THENCE N85°42'44"W, A DISTANCE OF 393.03 FEET; (2) THENCE N00°02'05"W, A DISTANCE OF 164.80 FEET; (3) THENCE N81°23'19"W, A DISTANCE OF 66.88 FEET; (4) THENCE S26°00'21"W, A DISTANCE OF 69.16 FEET; (5) THENCE N88°15'17"W, A DISTANCE OF 394.1 FEET TO A POINT ON SAID WESTERLY LINE OF THE SE1/4 OF SECTION 28, SAID LINE ALSO BEING SAID EASTERLY LINE OF THE SW1/4 OF SECTION 28; THENCE N81°08'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 370, A DISTANCE OF 169.79 FEET; THENCE N01°15'14"W, A DISTANCE OF 117.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 121.97 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N05°33'50"E, A DISTANCE OF 121.68 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 120.76 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N00°12'40"W, A DISTANCE OF 183.45 FEET; THENCE N06°27'55"E, A DISTANCE OF 65.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 105.00 FEET, A DISTANCE OF 169.48 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N00°06'29"E, A DISTANCE OF 151.67 FEET; THENCE N03°52'03"E, A DISTANCE OF 16.68 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A DISTANCE OF 55.33 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N03°37'52"E, A DISTANCE OF 55.23 FEET; THENCE N15°23'42"E, A DISTANCE OF 224.19 FEET; THENCE N48°55'42"W, A DISTANCE OF 160.62 FEET; THENCE N44°24'09"W, A DISTANCE OF 230.22 FEET; THENCE N04°59'09"W, A DISTANCE OF 80.25 FEET; THENCE N87°42'38"E, A DISTANCE OF 57.00 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 50.67 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N81°15'54"E, A DISTANCE OF 50.56 FEET; THENCE N74°48'50"E, A DISTANCE OF 5.03 FEET; THENCE N15°11'09"W, A DISTANCE OF 50.00 FEET; THENCE N04°17'59"E, A DISTANCE OF 19.01 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 7.47 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N03°21'14"W, A DISTANCE OF 7.47 FEET; THENCE N02°17'02"W, A DISTANCE OF 450.12 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 618.86 FEET, A DISTANCE OF 74.91 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N01°11'02"E, A DISTANCE OF 74.91 FEET; THENCE N81°37'04"W, A DISTANCE OF 18.03 FEET; THENCE N06°53'40"E, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 625.00 FEET, A DISTANCE OF 1.07 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S83°03'23"E, A DISTANCE OF 1.07 FEET; THENCE N64°17'37"E, A DISTANCE OF 18.20 FEET; THENCE N04°00'00"E, A DISTANCE OF 18.20 FEET; THENCE N06°11'29"E, A DISTANCE OF 61.83 FEET; THENCE N02°29'47"W, A DISTANCE OF 217.39 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS N16°13'47"E, A DISTANCE OF 99.97 FEET; THENCE N20°51'46"E, A DISTANCE OF 113.92 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 152.82 FEET, A DISTANCE OF 62.26 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N08°11'29"E, A DISTANCE OF 61.83 FEET; THENCE N02°29'47"W, A DISTANCE OF 217.39 FEET; THENCE N47°28'47"W, A DISTANCE OF 17.68 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE N87°31'13"E, A DISTANCE OF 92.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 6,194.691 SQUARE FEET OR 142.211 ACRES MORE OR LESS.

ERIC A. SCHABEN, LS-608 DATE

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	10,193	28	5,475	55	11,509	82	11,942	109	12,118	136	23,309	163	10,228
2	6,200	29	5,450	56	12,135	83	14,699	110	12,118	137	11,597	164	10,228
3	6,200	30	5,426	57	19,370	84	19,686	111	14,866	138	15,017	165	10,228
4	6,200	31	5,402	58	11,700	85	12,469	112	13,010	139	14,180	166	10,249
5	6,200	32	5,378	59	11,700	86	14,268	113	13,752	140	12,567	167	11,355
6	6,200	33	5,354	60	17,240	87	15,820	114	16,333	141	10,530	168	10,306
7	6,200	34	5,332	61	12,738	88	11,572	115	12,532	142	10,530	169	10,167
8	6,200	35	15,372	62	11,307	89	12,151	116	12,065	143	15,071	170	10,160
9	6,094	36	13,973	63	11,440	90	12,580	117	12,065	144	10,563	171	10,779
10	5,882	37	12,803	64	12,044	91	12,132	118	12,104	145	11,663	172	13,653
11	5,670	38	12,803	65	13,620	92	14,414	119	15,353	146	11,717	173	10,639
12	6,347	39	12,803	66	14,321	93	17,980	120	15,488	147	11,860	174	10,140
13	5,543	40	12,801	67	11,094	94	14,448	121	11,493	148	13,012		