

**ADVANTAGE INVESTMENTS
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (hereinafter referred to as “Agreement”) made this _____ day of _____, 2017, by and between **ADVANTAGE INVESTMENTS, LLC**, a Nebraska limited liability company, (hereinafter referred to as “DEVELOPER”), and the **CITY OF PAPILLION**, a municipal corporation, (hereafter referred to as “CITY”).

RECITALS:

DEVELOPER is the owner of the parcel of land described in Exhibit A, attached hereto and herein and included within the definition of “Development Area”, 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 Development Area to be developed known as Advantage Investments, as depicted in the Final Plat Exhibit attached as Exhibit B; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1
Definitions**

- A. For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
- (1) **“Cost(s)” or “Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DEVELOPER in connection with any Private Improvements or Public Improvements.
 - (2) **“Dedicated Street(s)”** shall mean any areas, including curbing and turn lanes, to be dedicated as public right-of-way and constructed, modified, or improved within the Development Area

- (3) **“Development Area”** shall mean the real property situated within the area identified or depicted on Exhibit B and related public right-of-way.
- (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land prepared for filing or recording in accordance with these regulations.
- (5) **“Private Improvements”** shall mean those improvements or betterments required by or otherwise undertaken by DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area other than those improvements identified as “Public Improvements” in Section 1(A)(7).
- (6) **“Party”**, when capitalized, shall mean CITY or DEVELOPER, individually, and **“Parties”**, when capitalized, shall mean CITY and DEVELOPER, collectively.
- (7) **“Public Improvements”** shall mean the public sidewalks within the portion of Olson Drive right-of-way dedicated on Exhibit B.

Section 2

Standards, Authority, and Documentation

- A. Standards for Private Improvements and Public Improvements. DEVELOPER 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 and its assigns shall abide by, and incorporate into all of their construction contracts for the Private Improvements and Public Improvements, as applicable, the provisions required by the regulations of CITY pertaining to the construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvement(s) or Public Improvement(s) 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 Private Improvements or Public Improvements, construction oversight of the Private Improvements or Public Improvements, the design or preparation of plans and specifications for the Private Improvements or Public Improvements, or the construction of the Private Improvements or Public Improvements.
- C. No Credit of CITY. The Entire Cost of all Private Improvements and Public Improvements shall be borne by, and be at the sole expense of, DEVELOPER. The credit of CITY shall not be used for engineering, procurement, or construction of any Private Improvements, Public Improvements, or any other betterments.
- D. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right-of-way, DEVELOPER shall obtain all necessary permits and approvals from CITY.

Section 3

Representations and Acknowledgements

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

- (1) DEVELOPER is incorporated under the laws of the State of Nebraska and is duly authorized to transact business under the laws of the State of Nebraska.
 - (2) DEVELOPER is the owner of record of the Development Area and possesses the rights and authority necessary to make decisions affecting the Development Area.
 - (3) DEVELOPER has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.
 - (4) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution of, 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.
 - (5) 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.
 - (6) DEVELOPER agrees to reasonably cooperate with CITY, as applicable, for the timely and orderly installation of the Public Improvements as they are required by CITY following the execution of this Agreement and submittal of required documents. CITY and DEVELOPER hereby acknowledge and agree that no Public Improvements are required to be constructed prior to CITY approval of the Final Plat.
 - (7) DEVELOPER shall comply with the terms of this Agreement and the provisions of any agreement(s) submitted to CITY pursuant to this Agreement, which agreement(s) shall not be amended or assigned without prior written approval of CITY.
 - (8) DEVELOPER has not employed or retained any company or person, other than a bona fide employee or contracted consultant of DEVELOPER, to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee or contracted consultant working for DEVELOPER any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
 - (9) 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.
 - (10) 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.
 - (11) DEVELOPER shall cause all personal property and real estate taxes and assessments levied on the Development Area to be paid prior to the Final Plat approval by CITY.
- B. CITY Representations and Acknowledgments. CITY represents and warrants to DEVELOPER as follows:

- (1) CITY and its departments agree 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 (except to the extent any liability is caused by the gross negligence or intentional acts of 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 any of them.

Section 4 Apportionment of Costs

- A. Apportionment of Costs. DEVELOPER shall be solely responsible for privately financing or causing the private financing of the Entire Cost of all Private Improvements and all Public Improvements contemplated herein.

Section 5 Other Obligations

- A. Impact on Property Beyond the Development Area. DEVELOPER shall undertake such acts, responsibilities, and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, attributable to, or related to the construction and installation of the Private Improvements and the Public Improvements by DEVELOPER or DEVELOPER's assigns.
- B. Discharge Permits in Papillion's Wastewater Service Area. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the Development Area. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements will be in collaboration with and by the written approval of CITY.
- C. Commencement of Construction. CITY agrees that DEVELOPER or DEVELOPER's assigns may commence the timely and orderly installation of the Public Improvements financed by DEVELOPER or DEVELOPER's assigns following execution of this Agreement pursuant to appropriate provisions of the City of Papillion Municipal Code.

- D. Construction Obligations. This Agreement shall not in any way be construed as creating any obligation on the part of DEVELOPER to develop the Developed Area or construct any of the Public or Private Improvements in the event the plans envisioned by DEVELOPER are not carried out and the approvals obtained from CITY are withdrawn or terminated by DEVELOPER.
- E. Fees.
- (1) ASIP. All new building permits will be subject to the Arterial Street Improvement Program (ASIP) fee based on the rates established by the Master Fee Schedule in place at the time that the building permit application is made.
- (2) Capital Facilities Charges. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per acre basis for commercial use types and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Entire Cost of all Capital Facilities Charges shall be subject to the following terms:
- i. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:
 - a. Lots 1 and 2. DEVELOPER shall pay to CITY Capital Facilities Charges in the amount of \$21,880.00 based on 3.2 acres of commercial use types at \$6,840 per acre.
 - ii. Invoicing and Payment Deadline. CITY agrees to issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(E)(1)(i)(a) upon CITY's execution of this Agreement. CITY and DEVELOPER agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid within 60 days of the invoice issuance date. In the event that Capital Facilities Charges are not paid within 60 days of the invoice issuance date, then the total Capital Facilities Charges amount contemplated herein shall be recalculated based on the amount set forth in the Master Fee Schedule at the time the Capital Facilities Charges fee amount is paid in full.
 - iii. Building Permits. Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full to CITY.
 - iv. Construction Document Reviews. Parties acknowledge that CITY shall not accept or review any construction documents for any Public Improvements or Private Improvements until after all applicable Capital Facilities Charges have been paid in full to CITY.
- (3) Sanitary Sewer Connection Fees. All new building permits for structures that require connection to the CITY's sanitary sewer will be subject to Sewer Connection Fees based on the rates established by the Master Fee Schedule in place at the time that the building permit application is made.
- (4) Watershed Fee. All new building permits will be subject to the Watershed Fee as described in the Papillion Master Fee Schedule and agreed to by the Papillion Creek Watershed Partnership at the time that the building permit application is made.

- (5) Not an Exhaustive List. The Parties acknowledge that the forgoing does not constitute an exhaustive list of fees applicable to the development of the Development Area. The relevant fees listed in the Master Fee Schedule shall also apply. The timing of collection of such fees shall depend on the type of fee and the corresponding regulations.
- F. Post-Construction Stormwater Management. CITY and DEVELOPER acknowledge that each individual lot owner shall be responsible for detention facility construction and maintenance on an individual lot basis in compliance with the Post Construction Storm Water Management requirements of Sarpy County and CITY. CITY shall not have any responsibility for maintenance or repair of any such facility located within, or associated with, the Development Area.
- G. Sidewalks on Olson Drive. CITY and DEVELOPER acknowledge that the grading, construction, installation, and improvement of sidewalk(s) within the Olson Drive right-of-way shall be the responsibility of the individual lot owner(s) at the time building permit application is made and not the responsibility of DEVELOPER unless DEVELOPER is the individual lot owner of such lot(s) at the time building permit application is made. Each lot owner shall be responsible only for those portions of sidewalk(s) that abut the Dedicated Street frontage of said lot owner's lot(s), as applicable.

Section 6 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 6(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 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 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 agrees to defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by DEVELOPER or DEVELOPER's employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall 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.
- 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 or amended only by a written agreement executed by all 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.
- 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: Advantage Investments, LLC
18215 Sandy Point Road
Springfield, NE 68059

With Copy to: Patrick Sullivan
Adams & Sullivan
1246 Golden Gate Drive #1
Papillion, NE 68046

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

Such address may be changed from time to time by 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.

(Signatures on following pages.)

ATTEST:

CITY OF PAPILLION, a municipal corporation of
the first class

City Clerk Nicole L. Brown

By: _____
Mayor David P. Black

CITY SEAL

DEVELOPER:

Advantage Investments, LLC,
a Nebraska limited liability company

By: _____
Alan R. Hans, Sole Member

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Alan R. Hans, Sole Member of Advantage Investments, LLC, a Nebraska limited liability corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his or her voluntary act and deed on behalf of such company.

Witness my hand and Notarial Seal this _____ day of _____, 2017.

Notary Public

**SUBDIVISION AGREEMENT
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INTRODUCTION STATEMENT

RECITALS

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	6	Miscellaneous

EXHIBITS:

A	Plat Legal Description with Metes and Bounds
B	Final Plat

EXHIBIT A

PLAT LEGAL DESCRIPTION WITH METES AND BOUNDS

TAX LOT "B" LYING WITHIN THE WEST $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 35, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID TAX LOT "B";

THENCE N00°03'30"E (ASSUMED BEARING) 261.75 FEET ON THE WEST LINE OF SAID TAX LOT "B";

THENCE N22°31'06"E 349.32 FEET ON THE WESTERLY LINE OF SAID TAX LOT "B";

THENCE NORTHEASTERLY ON THE WESTERLY LINE OF SAID TAX LOT "B" ON A 2914.79 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N32°01'47"E, CHORD DISTANCE 963.31 FEET, AN ARC DISTANCE 967.75 FEET TO THE NW CORNER OF SAID TAX LOT "B";

THENCE S71°09'12"E 108.73 FEET ON THE NORTH LINE OF SAID TAX LOT "B" TO THE NE CORNER THEREOF;

THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF SAID TAX LOT "B" ON A 2814.79 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S32°27'24"E, CHORD DISTANCE 971.61 FEET, AN ARC DISTANCE OF 976.50 FEET;

THENCE S22°31'06"W 591.22 FEET ON THE EASTERLY LINE OF SAID TAX LOT "B" TO THE POINT OF BEGINNING.

ADVANTAGE INVESTMENTS

LOTS 1 AND 2

BEING A REPLATTING OF TAX LOT "B" LYING IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 35, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.



thompson, dreesen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS ADVANTAGE INVESTMENTS, LOTS 1 AND 2, BEING A PLATTING OF TAX LOT "B" LYING WITHIN THE WEST 1/2 OF THE SE 1/4 OF SECTION 35, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID TAX LOT "B";

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THENCE S22°31'06"W 591.22 FEET ON THE EASTERLY LINE OF SAID TAX LOT "B" TO THE POINT OF BEGINNING.

MARCH 17, 2017

DATE:



JAMES D. WARNER
NEBRASKA RLS 308

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, ADVANTAGE INVESTMENT PROPERTIES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER, AND UNION BANK & TRUST, BEING THE MORTGAGE HOLDER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND A STREET, TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS ADVANTAGE INVESTMENTS, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, OLSON DRIVE AS SHOWN HEREON AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK QC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT LOT LINES AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING ALL REAR LINES. PERPETUAL EASEMENTS ARE HEREBY GRANTED TO THE CITY OF PAPPILLION AND BLACK HILLS/NEBRASKA GAS UTILITY, LLC, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING OLSON DRIVE. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME WAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH AFORESAID USES OR RIGHTS HEREIN GRANTED.

ADVANTAGE INVESTMENT PROPERTIES, L.L.C.,
A NEBRASKA LIMITED LIABILITY COMPANY

UNION BANK & TRUST

BY:
ALAN R. HANS, MEMBER

BY:
MALINIE STABEN, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017 BY ALAN R. HANS, MEMBER OF ADVANTAGE INVESTMENT PROPERTIES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017 BY MALINIE STABEN, VICE PRESIDENT OF UNION BANK & TRUST, ON BEHALF OF SAID BANK.

NOTARY PUBLIC

NOTES

1. THERE WILL BE NO DIRECT VEHICULAR ACCESS TO HIGHWAY 370 FROM LOT 2.
2. DIMENSIONS AND ANGLES SHOWN IN PARENTHESIS PERTAIN TO EASEMENTS.

10.00 FOOT WIDE FIBER OPTICS EASEMENT GRANTED TO US TELECOM, INC., FORMALLY KNOWN AS UNITED TELECOM COMMUNICATIONS, INC. RECORDED IN BOOK 58 AT PAGE 711 OF THE SARPY COUNTY RECORDS. (DIMENSIONS SHOWN HEREON ARE TO THE CENTERLINE OF SAID EASEMENT)

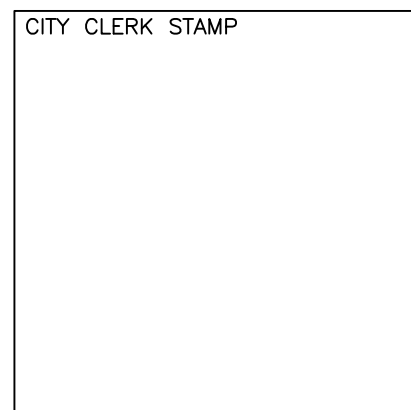
EASEMENT FOR STORM SEWER PARTIALLY RECORDED AS INSTRUMENT NO. 2005-39703 AND PARTIALLY RECORDED AS INSTRUMENT NO. 2005-39702 BOTH OF THE SARPY COUNTY RECORDS.

APPROVAL OF PAPPILLION CITY COUNCIL

THIS PLAT OF ADVANTAGE INVESTMENTS WAS APPROVED AND ACCEPTED BY THE PAPPILLION CITY COUNCIL, OF THE CITY OF PAPPILLION, NEBRASKA ON THIS _____ DAY OF _____, 2017, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

NICOLE BROWN, CITY CLERK

DAVID P. BLACK, MAYOR



APPROVAL BY PAPPILLION CITY ENGINEER

THIS PLAT OF ADVANTAGE INVESTMENTS WAS APPROVED BY THE PAPPILLION CITY ENGINEER OF THE CITY OF PAPPILLION, NEBRASKA ON THIS _____ DAY OF _____, 2017.

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

REVIEW BY THE SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ADVANTAGE INVESTMENTS WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 2017.

COUNTY SURVEYOR/ENGINEER

SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT AS OF THIS _____ DAY OF _____, 2017.

SARPY COUNTY TREASURER

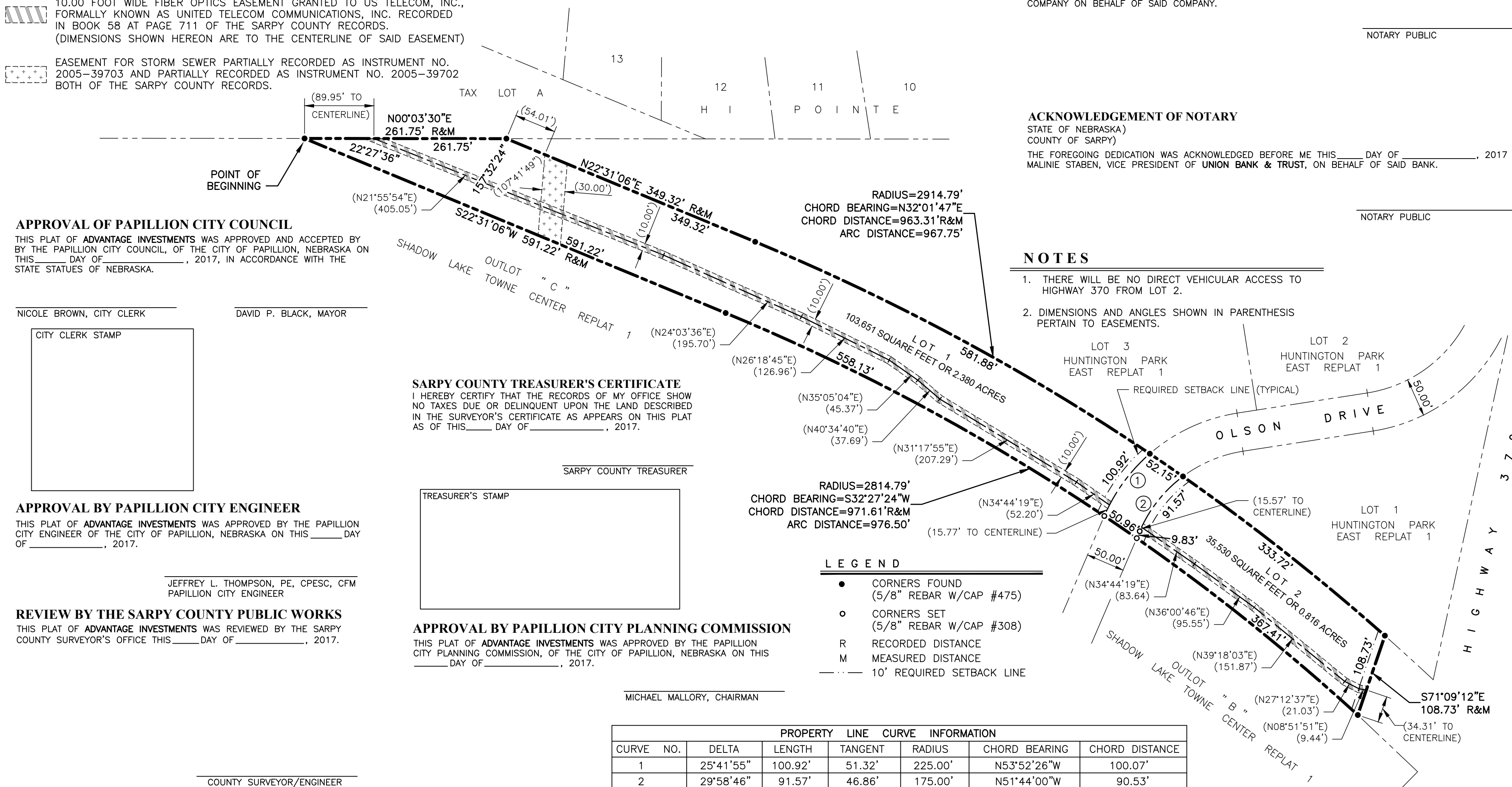
TREASURER'S STAMP

APPROVAL BY PAPPILLION CITY PLANNING COMMISSION

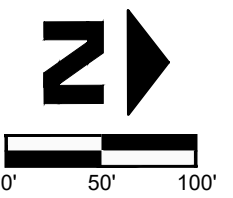
THIS PLAT OF ADVANTAGE INVESTMENTS WAS APPROVED BY THE PAPPILLION CITY PLANNING COMMISSION, OF THE CITY OF PAPPILLION, NEBRASKA ON THIS _____ DAY OF _____, 2017.

MICHAEL MALLORY, CHAIRMAN

PROPERTY LINE CURVE INFORMATION						
CURVE NO.	DELTA	LENGTH	TANGENT	RADIUS	CHORD BEARING	CHORD DISTANCE
1	25°41'55"	100.92'	51.32'	225.00'	N53°52'26"W	100.07'
2	29°58'46"	91.57'	46.86'	175.00'	N51°44'00"W	90.53'



ADVANTAGE INVESTMENTS
LOTS 1 AND 2



Revision Dates		
No.	Description	MM-DD-YY

Job No.: A1408-16-23A
Drawn By: RJR
Reviewed By: JDW
Date: MARCH 17, 2017
Book:
Page:

CITY OF PAPPILLION
FINAL PLAT

EXHIBIT B