THRASHER ADDITION
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (hereinafter referred to as “Agreement”) made this _____ day of ______________, 2016, by and between GNT Properties, LLC, a Nebraska limited liability corporation (hereinafter referred to as "GNT"), Gregory M. Thrasher, as trustee of the NANCY J. THRASHER IRREVOCABLE FAMILY TRUST (hereinafter referred to as "TRUST") (collectively, GNT and TRUST are referred to as “DEVELOPER”), and the CITY OF PAPILLION, a municipal corporation (hereinafter referred to as “CITY”).

RECITALS:

GNT is the owner of the parcel of land legally described in the attached Exhibit "A" ("GNT Property") and TRUST is the owner of the parcels of land legally described in attached Exhibit "B" ("Trust Property"); and

Collectively, the GNT Property and the Trust Property comprise the parcels of land described in the Final Plat Legal Description, attached as Exhibit “C”, which parcels to be developed are within CITY’S zoning and platting jurisdiction; and

DEVELOPER has requested that CITY approve a specific platting of the GNT Property and the Trust Property, as depicted in the Final Plat Exhibit attached as Exhibit “D” (hereinafter referred to as “Thrasher Addition”); and

Given that Thrasher Addition is within CITY’s city limits, DEVELOPER does not have the option to form a sanitary and improvement district to facilitate the construction and financing of the Public Improvements; and

Thrasher Addition abuts 120th Street and 114th Street, both of which require additional improvements. Accordingly, this Agreement is subject to and conditioned on CITY and DEVELOPER executing a separate agreement to address the allocation of costs and construction responsibilities for said improvements (the “Construction and Reimbursement Agreement”); and

DEVELOPER desires to provide for the construction, installation, and location of certain improvements within the Development Area, as defined in Section 1 of this Agreement; and

DEVELOPER wishes to connect the private system of sewers to be constructed by DEVELOPER within the Development Area to the sewer system of CITY; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1

DEFINITIONS

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

A. “Cost(s)” or “Entire Cost”, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DEVELOPER in connection with said Private Improvements or Public Improvements.

B. “Dedicated Street(s)” shall mean those areas, including curbing and turn lanes, to be dedicated, constructed, modified, or improved within that portion of the Development Area designated as “Dedicated Right of Way” in Exhibit “D”, any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area, and any abutting right(s)-of-way, including 120th Street and 114th Street.

C. “Development Area” shall mean the real property situated within the area identified or depicted in Exhibit “D”, all Dedicated Streets, and any portion of real property situated within the proposed WP-6 site to be used for Post-Construction Stormwater Management purposes for Development Area.

D. “Final Plat” shall mean the final plan of the plat, subdivision, or dedication of land prepared for filing or recording in accordance with these regulations.

E. “Frontage” shall mean the entire length a Thrasher Addition property line that abuts a particular public street, road, or intersection. In the instant case, for example, the Development Area includes Valley Ridge Drive Frontage, 114th Street Frontage, and 120th Street Frontage.

F. “Party”, when capitalized, shall mean CITY, GNT, TRUST, or DEVELOPER, individually, and “Parties”, when capitalized, shall mean CITY and DEVELOPER, collectively.
G. “Private Improvement(s)” shall mean those improvements or betterments required by or otherwise undertaken by DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(H).

H. “Public Improvement(s)” shall mean:

(1) All installations, modifications, or improvements of Dedicated Streets.

(2) All concrete sidewalks to be constructed, installed, or improved along any Dedicated Streets, and lying within the boundaries of any Dedicated Street right-of-way, as contemplated in this Agreement or identified in Exhibit “E”.

(3) All Dedicated Street signage, traffic control signage, and traffic signal improvements 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 Department and only if located at a Dedicated Street intersection or related to the Development Area.

(4) All “Sanitary and Wastewater Sewers” to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by CITY. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown in Exhibit “F”.

(5) The “Water Distribution System” to be constructed by Metropolitan Utilities District and installed within the boundaries of the Development Area or other areas specifically approved by CITY.

(6) All “Storm Sewers” and “Erosion Control Measures” to be constructed within the boundaries of the Development Area or within other areas specifically approved by CITY and prepared by DEVELOPER’s engineer, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances, as shown in Exhibit “G”.

(7) The “Gas Distribution System” to be constructed and installed by Black Hills Energy within the boundaries of the Development Area or within other areas specifically approved by CITY.

(8) The “Lighting System” for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of the Development Area or within other areas specifically approved by CITY, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.

(9) The “Electrical Power Service” to be constructed and installed by the Omaha Public Power District within the boundaries of the Development Area or
within other areas specifically approved by CITY. 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.

I. “Sanitary and Wastewater Sewer System” shall mean, collectively, all sanitary and wastewater sewer system components within the Development Area including, but not limited to, all such components listed under Section 1(I)(4).

J. “Storm Sewer System” shall mean, collectively, all storm sewer system components within the Development Area including, but not limited to, all such components listed under Section 1(I)(6).

K. “WP-6” shall mean the proposed reservoir and recreation area to be constructed by the Papio-Missouri River Natural Resource District (the “NRD”) within the Papillion Creek Watershed and which is anticipated to have a dam on the west side of 114th Street north of Cornhusker Road, as shown on Exhibit “H”.

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 shall abide by, and incorporate into all of its construction contracts for the Private Improvements and Public Improvements, the provisions required by the regulations of CITY, the state of Nebraska, and the federal government, as applicable, pertaining to construction of the Private Improvements and the Public Improvements in developments/subdivisions and testing procedures therefore.

C. Water Distribution System. The Parties acknowledge that, at the time of this Agreement’s execution, the Development Area will be within the Metropolitan Utilities District service area for the Water Distribution System. DEVELOPER shall be responsible for entering into any agreements required by Metropolitan Utilities District or its successors for such services, making payment for any applicable connection fees or service charges, and completing any improvements required for such services.

D. Storm Sewer System. The Parties acknowledge that the Development Area is within CITY’s service area for the Storm Sewer System; however, DEVELOPER shall be responsible for maintaining those portions of the Storm Sewer System within the Development Area that are not within the public rights-of-way or within any perpetual drainage easements dedicated to CITY for roadway improvements or for the drainage and conveyance of stormwater and other runoff. 
E. Before Commencing Work on Public Improvements. Before commencing any work in connection with any individual Public Improvement, excluding the Water Distribution System, 114th Street, and 120th Street, DEVELOPER shall first:

1. Deliver to the Papillion City Clerk documentation of Metropolitan Utilities District’s approval for water connection for the Development Area;

2. Make payment for all applicable fees due to CITY and Metropolitan Utilities District in relation to said construction and installation of the applicable Public Improvements and provide proof of payment to the Papillion City Clerk;

3. 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 said 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 DEVELOPER’s engineer;

4. Obtain and file of record any permanent easements required by CITY for all applicable Public Improvements. 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 pursuant to Section 5(P) of this Agreement entitled Easements;

5. Obtain, and show proof of, general liability insurance and performance bonds equivalent to the total construction costs for all the Public Improvements within the Development Area.

6. Obtain approval from CITY for the construction and installation of the applicable Public Improvements, and obtain all necessary agreements, permits, and approvals pursuant to Section 2(G), entitled All Necessary Agreements, Permits, and Approvals, as applicable;

F. 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.

G. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way or on any other property owned by a governmental entity, such as the NRD or CITY, DEVELOPER shall enter into all necessary agreements and obtain all necessary easements, permits, and approvals from all requisite governmental entities exercising authority over said right(s)-of-way or property. In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER shall provide said copies to CITY in a timely manner.

H. Connection to CITY’s Sanitary and Wastewater Sewer System. CITY hereby grants permission to DEVELOPER to connect the Sanitary and Wastewater Sewer System to the sanitary and wastewater system of CITY subject to the terms and conditions of this Agreement and the terms and conditions of a separate sewer connection agreement executed on the same date as this Agreement between CITY and DEVELOPER regarding Thrasher Addition.

SECTION 3

REPRESENTATIONS AND ACKNOWLEDGEMENTS

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

(1) GNT is a limited liability company organized under the laws of the State of Nebraska. DEVELOPER is duly authorized to transact business under the laws of the State of Nebraska.

(2) GNT is the owner of record of the GNT Property and possesses the rights and authority necessary to make decisions affecting the GNT Property.

(3) TRUST is the owner of record of the Trust Property and possesses the rights and authority necessary to make decisions affecting the Trust Property.

(4) Each GNT and TRUST have the full power and authority to enter into, deliver, and perform their obligations under this Agreement and each of the documents related hereto.

(5) Collectively, GNT and TRUST (“DEVELOPER”) have taken all necessary action to authorize DEVELOPER’s execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes DEVELOPER’s valid and binding obligation which is enforceable against DEVELOPER in accordance with its terms.
(6) 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.

(7) DEVELOPER agrees to reasonably cooperate with CITY for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.

(8) 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 pursuant to Section 7(E) of this Agreement entitled Assignments.

(9) Subject to Section 7(D) of this Agreement, entitled Indemnity, DEVELOPER shall defend, indemnify, and hold CITY harmless from and against any responsibility, claim, damage, loss, liability, or obligation resulting or arising from, out of, or otherwise occurring in connection with this Agreement and the construction, financing, and installation of the Private Improvements and the Public Improvements, except to the extent the same is caused by the act, error, or omission of CITY, including gross negligence.

(10) 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.

(11) 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.

(12) 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.

(13) 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 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 4**

**APPORTIONMENT OF COSTS**

A. **Apportionment of Costs.** The Entire Cost of all Public Improvements contemplated within this Agreement, and not otherwise addressed in the Construction and Reimbursement Agreement, shall be borne by, and be at the sole expense of, DEVELOPER. Accordingly, the credit of CITY shall not be used for engineering, procurement, or construction of any betterments or the Public Improvements, or any other Costs related to the installation and construction of the Public Improvements contemplated within this Agreement, except those Public Improvements specifically identified in the Construction and Reimbursement Agreement.

**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 construction and installation of the Private Improvements and the Public Improvements.
B. **Review Fee.** DEVELOPER 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 in connection with the construction projects performed by DEVELOPER. Fee shall be paid prior to the issuance of any building permit.

C. **Arterial Street Improvement Program (ASIP) Fee.** All new building permits shall be subject to the Arterial Street Improvement Program (ASIP) Fee, as established in the Papillion Master Fee Schedule for “New Civic, Office, and Commercial Construction Per Development Acre”, at the time of building permit application.

D. **Watershed Fee.** All new building permits shall be subject to the Papillion Creek Watershed Fee as described in the Papillion Master Fee Schedule at the time of building permit application and as agreed to by the Papillion Creek Watershed Partnership.

E. **Sanitary and Wastewater Sewer Connection Fees.** Sanitary and Wastewater Sewer Connection Fees (also known as “Sewer Connection Fees”) shall be collected by CITY on a per lot basis prior to the issuance of any building permit from CITY. The amount of the Sewer Connection Fees shall be calculated based on the rates established by the Papillion Master Fee Schedule at the time the applicable building permit application is made.

F. **Water Connection Fees.** DEVELOPER, its successors, or assigns shall remit Water Connection Fees to Metropolitan Utilities District prior to the issuance of any building permit by CITY. The amount of the Water Connection Fees shall be calculated based on the rates established by Metropolitan Utilities District. As part of the building permit application to CITY, DEVELOPER, its successors, or assigns shall provide written documentation from Metropolitan Utilities District that such fees have been remitted.

G. **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 Plan (“PCSMP”) requirements of CITY. In the Conceptual PCSMP Exhibit, attached as Exhibit “I”, DEVELOPER proposes to construct permanent PCSMP basins on the proposed WP-6 site adjacent to Thrasher Addition to service the Thrasher Addition development. At the time of this Agreement’s execution, the NRD shall be the owner of record of the proposed WP-6 site. Accordingly, a separate permanent easement must be purchased by DEVELOPER from the NRD and recorded with the Sarpy County Register of Deeds for the permanent PCSMP basins prior to commencing work on said basins. Said permanent easement must authorize the location of the proposed permanent PCSMP basins on the proposed WP-6 site and include a prescription which outlines the rights, terms, and maintenance responsibilities of the easements subject to Section 5(P) of this Agreement, entitled *Easements*, and Section 5(H) of this Agreement, entitled *Obligations Related to the Proposed WP-6 Site*. CITY shall not have any responsibility for maintenance or repair of any such permanent PCSMP basin,
facility, or appurtenances located within, or related to, the Development Area now or anytime in the future, regardless of whether the proposed WP-6 site eventually comes under CITY ownership or control. In the event DEVELOPER does not obtain said permanent easement from the NRD, offsite PCSMP detention and treatment will not be allowed and all requisite PCSMP basins shall be located on private property within the boundaries of Thrasher Addition. Due to the proximity of such PCSMP basins to the proposed WP-6 site, the obligations enumerated in Section 5(H) of this Agreement, entitled Obligations Related to the Proposed WP-6 Site, shall apply to DEVELOPER regardless of whether the requisite PCSMP basins are located on the NRD’s property or within the boundaries of Thrasher Addition.

H. Obligations Related to the Proposed WP-6 Site. Given the proximity of Thrasher Addition to the NRD’s property, which includes the proposed WP-6 site, and DEVELOPER’s proposal to construct permanent PCSMP basins on or near said property, DEVELOPER shall abide by the following:

(1) Subject to Section 5(G) of this Agreement, entitled Post-Construction Stormwater Management, and Section 5(P) of this Agreement, entitled Easements, DEVELOPER shall purchase and record easements from the NRD for any permanent or temporary PCSMP basins ("any PCSMP basins") located on the NRD’s property prior to commencing work on said basins.

(2) DEVELOPER shall provide all plans, specifications, maintenance agreements, and calculations for any PCSMP basins intended to serve Thrasher Addition to CITY and the NRD for review and approval. DEVELOPER shall not commence any work on any PCSMP basins without first receiving said approval from both CITY and the NRD.

(3) DEVELOPER shall provide flood pool calculations to CITY and the NRD for review and approval. DEVELOPER shall not commence any work on any PCSMP basins outside the boundaries of Thrasher Addition without first receiving said approval from both CITY and the NRD.

(4) DEVELOPER shall be responsible for the maintenance of all temporary and permanent PCSMP basins established to serve Thrasher Addition. DEVELOPER shall also enter into an escrow agreement with CITY and the NRD to provide funds for the maintenance of any PCSMP basins established to serve Thrasher Addition. The escrow agreement shall authorize CITY or the NRD, with CITY’s approval, to use such funds to perform maintenance on any PCSMP basins in the event such maintenance is not completed by DEVELOPER within a timely manner, as determined by the CITY or the NRD. The escrow agreement shall also authorize CITY or the NRD, with CITY’s approval, to use such funds to address any damage to any CITY or NRD-owned property that may be caused due to the insufficiency or failure of any PCSMP basin established to serve Thrasher Addition. Such escrow agreement must be executed by DEVELOPER, CITY, and the NRD prior to DEVELOPER commencing work on any PCSMP basins.
(5) DEVELOPER shall make provisions with the NRD to ensure that an authorized NRD Construction Project Representative is available on site to oversee the construction of any PCSMP basins and any and related appurtenances established to serve Thrasher Addition. Any fee or cost charged by the NRD for the NRD Construction Project Representative’s service shall be the sole financial responsibility of DEVELOPER.

(6) All agreements related to the WP-6 site, and to which DEVELOPER is a necessary party, shall be fully executed prior to the commencement of any work contemplated by such agreements.

(7) Pursuant to Section 2(G) of this Agreement, entitled All Necessary Agreements, Permits, and Approvals, the applicant shall obtain all necessary approvals from the NRD Board, the Papillion City Council, or both, as applicable, prior to the commencement of any work which requires such approvals.

I. Traffic Impact Studies. DEVELOPER, its successors, or assigns shall fully comply with the following:

(1) DEVELOPER shall fully finance and cause the completion of a Traffic Impact study for any Dedicated Street, and provide said study to CITY, as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon 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.

(2) DEVELOPER shall timely reimburse CITY for the Cost of 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.

J. Contribution and Construction Responsibilities for Improvements to Dedicated Streets and Sidewalks. In addition to the obligations provided in the separate Construction and Reimbursement Agreement, the following obligations shall apply:

(1) Northern Valley Ridge Drive Sidewalk. The individual lot owner(s) within Thrasher Addition (“the Lot Owner(s)”) shall be responsible for one hundred percent (100%) of the Entire Cost of a five foot (5.0’) sidewalk along the northern side of Valley Ridge Drive within the Valley Ridge Drive right-of-way abutting Lots 1, 2, and 3 of Thrasher Addition’s Valley Ridge Drive Frontage (“Northern Valley Ridge Drive Sidewalk”). The Lot Owner(s) shall construct, install, and improve the Northern Valley Ridge Drive Sidewalk pursuant to this Agreement and any additional standards required by CITY at the time of improvement. The Lot Owner(s) shall be responsible for maintaining those portion(s) of the Northern Valley Ridge Drive Sidewalk that abut their property.
(2) **Southern Valley Ridge Drive Sidewalk.** The Lot Owner(s) shall be responsible for one hundred percent (100%) of the Entire Cost of a five foot (5.0’) sidewalk along the southern side of Valley Ridge Drive within the Valley Ridge Drive right-of-way abutting Lot 4 of Thrasher Addition’s Valley Ridge Drive Frontage (“Southern Valley Ridge Drive Sidewalk”) and one hundred percent (100%) of the Entire Cost of a crosswalk connecting Lot 4 to Lot 1 (“the Crosswalk”). The Southern Valley Ridge Drive Sidewalk shall extend to the easternmost point of the Lot 4 property line abutting Valley Ridge Drive unless the City Engineer approves a termination point west of said point on the Lot 4 property line to correspond with the location of the Crosswalk ("early termination point"). The City Engineer's approval of an early termination point shall be contingent upon the Lot Owner(s), their successors, and assigns agreeing to install additional sidewalk, in conformance with CITY's design and geometrics requirements, that would extend from the early termination point to the easternmost point of the Lot 4 property line abutting Valley Ridge Drive ("Additional Sidewalk"). In such an event, the Lot Owner(s), their successors, and assigns shall further agree to install such Additional Sidewalk immediately upon CITY's request so that CITY may construct connecting sidewalk east of Lot 4 within the Valley Ridge Drive right-of-way. The Lot Owner(s) shall construct, install, and improve the Southern Valley Ridge Drive Sidewalk, and any Additional Sidewalk, pursuant to this Agreement and any additional standards required by CITY at the time of improvement. The Lot Owner(s) shall be responsible for maintaining those portion(s) of the Southern Valley Ridge Drive Sidewalk, and any Additional Sidewalk, that abut their property.

**K. Timing of Improvements to Dedicated Streets and Sidewalks.**

(1) **Northern Valley Ridge Drive Sidewalk.** The Lot Owner(s) shall construct and install the Northern Valley Ridge Drive Sidewalk at the time of building permit.

(2) **Southern Valley Ridge Drive Sidewalk.** The Lot Owner(s) shall construct and install the Southern Valley Ridge Drive Sidewalk and the abutting portions of the Crosswalk at the time of building permit.

**L. No Septic Systems.** DEVELOPER acknowledges that no septic systems, or other onsite sewage systems, shall be allowed within the Development Area.

**M. Removal of the Existing Farmstead.** DEVELOPER shall obtain all requisite demolition permits and immediately demolish and remove the existing farmstead, any corresponding well system components, septic system components, driveway remnants, and any other related structures or improvements located within the Development Area as part of the existing farmstead. DEVELOPER shall comply with the Nebraska Department of Environmental Quality (NDEQ) requirements for the removal of the well and septic systems. Such demolition and removal shall be completed prior to CITY’s issuance of any building permits.
N. **Commencement of Public Improvements.** CITY agrees that DEVELOPER may commence the timely and orderly installation of the Public Improvements financed by DEVELOPER following the execution of this Agreement, provided that DEVELOPER complies with all obligations enumerated under Section 2(E) of this Agreement.

O. **Subsequent Replatting.** In the event DEVELOPER wishes to replat any portion of the Development Area, CITY’s approval of such replat(s) shall be contingent upon, but not limited to, DEVELOPER dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet CITY’s approval prior to dedication pursuant to Section 5(P) of this Agreement entitled *Easements*.

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

Q. **Compliance with Statutes, Ordinances, and Laws.** DEVELOPER shall comply with all state statutes, CITY ordinances, and federal laws in relation to the development of the Development Area. DEVELOPER shall also require strict compliance with all such state statutes, CITY ordinances, and federal laws by the owner, agent, occupant, or any person acquiring possession, charge, or control of any lot or ground within the Development Area, or any part of any lot within the Development Area.

R. **Fire Hydrants.** Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the City of Papillion Code, fire hydrants for the protection of Thrasher Addition shall be provided by DEVELOPER. The type of hydrant and control valves and the location of the hydrants must be approved by the Papillion Fire Chief.

S. **Civil Defense Siren.** There shall be installed in Thrasher Addition, or be available, sufficient civil defense siren coverage prior to the issuance of any Certificate of Occupancy for any structure or building in Thrasher Addition. 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 Thrasher Addition shall be paid by DEVELOPER. If existing coverage is available, DEVELOPER shall pay its pro-rata share of siren Cost based on the areas of coverage as determined by City Engineer.
T. **Construction Obligations.** Upon the execution of this Agreement, DEVELOPER is 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 to develop the Development Area or construct any of the Public Improvements 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.

U. **One Call System.**

(1) CITY shall provide public sanitary and wastewater sewer line locating services, as well as any other utilities that CITY or DEVELOPER is responsible for, excluding the water system, after DEVELOPER provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area for which locating services will be provided. Such as-built drawings shall be provided as: (1) an Auto-CAD file and (2) a printed paper copy. DEVELOPER agrees to pay to City $40.00 per call for locates that are required within the Development Area as received over the One Call System.

(2) CITY shall invoice DEVELOPER for the required payment for public sanitary and wastewater sewer line locating services on an annual basis, and DEVELOPER shall have 30 days in which to make payment after receiving any such invoice. CITY shall maintain records of all costs incurred within the Development Area for locating services, and DEVELOPER shall have the right to audit and review such records at any time to assure that such records are accurate.

V. **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.

W. **ADA Ramp Curb Drops.** DEVELOPER shall be responsible for providing curb drops for ADA ramps at all intersections with sidewalks that are within or abut the Development Area as part of the final construction drawings.

X. **Building Permits.** DEVELOPER acknowledges that CITY shall not issue a building permit for DEVELOPER’s construction of improvements on the Property unless: (1) the Property is served by a public road or CITY-approved temporary road and (2) either water service or a water tanker is readily available which is sufficient to fight a fire during construction of the building contemplated in the corresponding building permit. In the event the 114th Street Improvements and 120th Street Improvements are not complete on the date DEVELOPER applies for a building permit, DEVELOPER, the City of Papillion Chief Building Official, and the City Engineer will cooperate in determining an appropriate temporary road to serve the Property before City issues a building permit for the Property.
SECTION 6
OUTLOTS IN PRIVATE OWNERSHIP

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

SECTION 7
MISCELLANEOUS

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit “C”. Every time the phrase “successors or 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.

C. Termination of Agreement. This Agreement shall not be terminated except by: (1) written agreement between DEVELOPER and CITY; (2) written notice of termination by CITY to DEVELOPER for any material breach or default by any other Party which remains uncured thirty (30) days following notice to the respective Party specifying such breach or default (“Notice to Cure”), to be effective upon notice of termination; or (3) written notice of termination by DEVELOPER to CITY that it has elected to abandon its development of the Development Area provided, however, that this Agreement shall stay in effect until work to the Termination Point identified within the Reimbursement Agreement is complete. If the type of breach is such that cure has been started and takes longer than 30 days to cure, then as long as CITY reasonably determines substantial progress is being made, the cure period shall be extended another 30 days or as otherwise agreed to by CITY and DEVELOPER to allow it to be
completed. No termination shall relieve DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination. Notwithstanding the foregoing, CITY may terminate this Agreement immediately upon providing written notice to DEVELOPER without allowing any right to cure upon the recurrence of any material breach or default for which CITY has given more than three (3) Notices to Cure in the preceding 180 days. This provision shall survive the expiration or termination of this Agreement.

D. **Indemnity.** In addition to the indemnity obligations otherwise set forth in this Agreement (which obligations shall survive the expiration or termination of this Agreement), DEVELOPER agrees to defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, judgments, actions, loss, damage, or injury of any nature whatsoever resulting from any gross negligence or lack of performance by DEVELOPER or its employees, agents, contractors, subcontractors, or other representatives under this Agreement, including any failure to perform or properly perform as required by this Agreement, or any and all claims, judgments, actions, loss, damage, or injury of any nature whatsoever which may otherwise arise from, out of, or may be caused by its breach of or default in any warranty, representations, obligation, requirement, responsibility, or other provision of this Agreement or from any unlawful or improper discharge by DEVELOPER and its respective employees, agents, contractors, subcontractors, and assigns related to the Private Improvements and the Public Improvements into CITY’s Sanitary and Wastewater Sewer System or Storm Sewer System during the term of this Agreement. Without limiting the generality of the foregoing, such indemnity shall include and extend to any injury, loss, or damage:

1. To any agent, employee or subcontractor of DEVELOPER or CITY occurring while they are on any premises owned, operated, or controlled by CITY for any reason except to the extent such injury is caused by the act, error, or omission, including gross negligence, of CITY;

2. To any person resulting or arising from or out of or otherwise occurring from either a construction contract entered into by DEVELOPER under the terms of this Agreement or DEVELOPER on behalf of CITY;

3. To any person resulting or arising from or out of or otherwise occurring from a breach of any contract, covenant, representation, or warranty made by DEVELOPER in this Agreement;

4. To CITY resulting or arising from or out of or otherwise occurring from this Agreement and the construction, financing, and installation of the Private Improvements or any Public Improvements; and

5. To any person resulting or arising from such person’s use or occupancy of any part of the Development Area, including any Private Improvements or any Public Improvements, to the extent that such injury, loss, or damage is caused by the
negligent act, error, or omission of DEVELOPER, lack of performance of the terms of this Agreement, or agreement entered into by DEVELOPER in furtherance of this Agreement.

E. **Assignment.** Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY’s sole discretion.

F. **No Waiver of Regulations.** None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.

G. **No Continuing Waivers.** A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.

H. **Severability.** In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

I. **Governing Law.** The Parties shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

J. **Forum Selection and Personal Jurisdiction.** Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.

K. **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.

L. **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 amendment(s) 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.

M. Notices, Consents, and Approvals. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER:  
GNT Properties, LLC  
Attn: Gregory M. Thrasher  
12330 Cary Circle  
La Vista, NE 68128

AND

Nancy J. Thrasher Trust  
Attn: Gregory M. Thrasher  
12330 Cary Circle  
La Vista, NE 68128

With Copy of Notice of Breach or Default to:

Baird Holm LLP  
Attn: Jon E. Blumenthal, Esq.  
1700 Farnam Street, Suite 1500  
Omaha, NE 68102

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.

N. No Unreasonable Withholding, Conditioning, or Delays. Unless otherwise stated herein, the Parties shall not unreasonably withhold, condition, or delay any approvals or consents requested by another Party.
O. **Related Contract(s) Voidable.** No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with CITY shall render such contracts voidable by the Mayor or City Council.

P. **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.

Q. **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.

R. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

S. **Approval of Final Plat.** DEVELOPER acknowledges that CITY’s approval of the Final Plat, passed and approved by the Papillion City Council on __________, 2016 is specifically subject to and conditioned on DEVELOPER’s execution and compliance with this Agreement.

T. **Approval of the Construction and Reimbursement Agreement.** DEVELOPER acknowledges that CITY’s approval of the separate Construction and Reimbursement Agreement is specifically subject to and conditioned on DEVELOPER’s execution and compliance with this Agreement. Similarly, CITY’s approval of this Agreement is specifically subject to and conditioned on CITY and DEVELOPER's execution and compliance with the Construction and Reimbursement Agreement.

U. **Mixed Use Development Agreement.** DEVELOPER acknowledges that this is a Mixed Use District, as shown in Exhibit “J”, and that CITY’s approval of the Mixed Use Development Agreement is specifically subject to and conditioned on DEVELOPER’S entering into and complying with this Agreement.
ATTEST:  

CITY OF PAPILLION, a municipal corporation of the first class  

______________________________  
By:________________________________________  

Elizabeth Butler, City Clerk  

________________________________________  
By:________________________________________  

David P. Black, Mayor  

CITY SEAL
DEVELOPER (Collectively GNT and TRUST):

GNT PROPERTIES, LLC, a Nebraska limited liability company

By ________________________________ Dated ____________
Gregory M. Thrasher, Member

By ________________________________ Dated ____________
Nancy J. Thrasher, Member

STATE OF NEBRASKA   )
COUNTY OF ________   ) ss.

On this _____ day of _________________, 2016, before me, a notary public, in and for said county and state, personally came Gregory M. Thrasher, in his capacity as a Member of GNT Properties, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be of his voluntary act and deed on behalf of said Trust and limited liability company.

__________________________
Notary Public

STATE OF NEBRASKA   )
COUNTY OF ________   ) ss.

On this _____ day of _________________, 2016, before me, a notary public, in and for said county and state, personally came Nancy J. Thrasher, in her capacity as a Member of GNT Properties, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be of her voluntary act and deed on behalf of said limited liability company.

__________________________
Notary Public
DEVELOPER (Collectively GNT and TRUST):

GREGORY M. THRASHER, AS TRUSTEE OF THE NANCY J. THRASHER IRREVOCABLE FAMILY TRUST

By ___________________________________________ Dated _____________

Gregory M. Thrasher, Trustee

STATE OF NEBRASKA )
COUNTY OF ________ ) ss.

On this _____ day of ____________________, 2016, before me, a notary public, in and for said county and state, personally came Gregory M. Thrasher, in his capacity as the Trustee of the Nancy J. Thrasher Irrevocable Family Trust, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be of his voluntary act and deed on behalf of said Trust and limited liability company.

______________________________
Notary Public
INTRODUCTION STATEMENT

RECITALS

SECTIONS:

1 Definitions
2 Standards, Authority, and Documentation
3 Representations and Acknowledgements
4 Apportionment of Costs
5 Other Obligations
6 Outlots in Private Ownership
7 Miscellaneous

EXHIBITS:

A Legal Description of GNT Property with Metes and Bounds
B Legal Description of Trust Property with Metes and Bounds
C Plat Legal Description with Metes and Bounds
D Final Plat
E Streets and Walks
F Sanitary Sewer and Water Lines
G Erosion Controls and Storm Sewers
H Proposed WP-6 Reservoir and Recreation Area
I Post-Construction Stormwater Management Plan (PCSMP)
J Mixed Use Plan
LEGAL DESCRIPTION

LOT 1, THRASHER ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THRASHER ADDITION; THENCE S02°39'42"E ON THE EAST LINE OF SAID LOT 1, 629.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF VALLEY RIDGE DRIVE, SAID POINT ALSO BEING ON A NON TANGENT CURVE; THENCE WESTERLY ON SAID NORTH RIGHT-OF-WAY LINE OF VALLEY RIDGE DRIVE FOR THE FOLLOWING EIGHT (8) DESCRIBED COURSES; (1) ON A 1030.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 58.56 FEET (LONG CHORD BEARS S63°58'01"W, 58.56 FEET); (2) S62°20'18"W, 205.01 TO A POINT OF TANGENT CURVATURE; (3) ON A 970.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH 423.24 FEET (LONG CHORD BEARS S74°50'18"W, 419.89 FEET); (4) S87°20'18"W, 294.20 FEET TO A POINT OF TANGENT CURVATURE; (5) ON A 530.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 231.26 FEET (LONG CHORD BEARS S74°50'18"W, 229.43 FEET); (6) S62°20'18"W, 133.24 FEET TO A POINT OF TANGENT CURVATURE; (7) ON A 470.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 205.08 FEET (LONG CHORD BEARS S74°50'18"W, 203.45 FEET); (8) S87°20'18"W, 12.75 FEET TO A POINT INTERSECTING SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF 120TH STREET; THENCE N02°40'22"W ON SAID EAST RIGHT-OF-WAY LINE, 980.74 FEET TO THE POINT OF BEGINNING.

SAID LOT 1 CONTAINS A CALCULATED AREA OF 1,240,633.88 SQ. FT. OR 28.481 ACRES MORE OR LESS.
LEGAL DESCRIPTION

A TRACT OF LAND CONTAINS LOTS 2, 3, AND 4, THRASHER ADDITION, TOGETHER WITH THE FULL RIGHT-OF-WAY OF VALLEY RIDGE DRIVE AND PART OF 114TH STREET AND 120TH STREET RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SAID THRASHER ADDITION; THENE SOUTHERLY ON THE EAST RIGHT-OF-WAY LINE OF 120TH STREET ON AN ASSUMED BEARING OF S02°40’22"E, 980.74 FEET TO A POINT THAT INTERSECTS SAID EAST RIGHT-OF-WAY LINE OF 120TH AND THE NORTH RIGHT-OF-WAY LINE OF SAID VALLEY RIDGE DRIVE; THENE EASTERLY ON SAID NORTH RIGHT-OF-WAY LINE OF VALLEY RIDGE DRIVE FOR THE FOLLOWING EIGHT (8) DESCRIBED COURSES; (1) N87°20’18”E, 12.75 FEET TO A POINT OF CURVATURE; (2) ON A 470.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 205.08 FEET (LONG CHORD BEARS N74°50’18”E, 203.45 FEET); (3) N62°20’18”E, 133.24 FEET TO A POINT OF CURVATURE; (4) ON A 530.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 231.26 FEET (LONG CHORD BEARS N74°50’18”E, 228.43 FEET); (5) N87°20’18”E, 294.20 FEET TO A POINT OF CURVATURE; (6) ON A 970.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH 423.24 FEET (LONG CHORD BEARS N74°50’18”E, 419.89 FEET); (7) N62°20’18”E, 205.01 FEET TO A POINT OF CURVATURE; (8) ON A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 58.56 FEET (LONG CHORD BEARS N63°58’01”E, 58.56 FEET) TO THE SOUTHWEST CORNER OF SAID LOT 2, THRASHER ADDITION; THENE N02°39’42”W ON THE WEST LINE OF SAID LOT 2, 629.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENE N87°20’18”E ON THE NORTH LINE OF SAID LOTS 2 AND 3, THRASHER ADDITION, 1039.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, THRASHER ADDITION, THENE CONTINUING N87°20’18”E, 17.00 FEET; THENE S03°00’59”E, 777.03 FEET TO A POINT THAT INTERSECTS THE WEST RIGHT-OF-WAY LINE OF 114TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF SAID VALLEY RIDGE DRIVE; THENE WESTERLY ON SAID SOUTH RIGHT-OF-WAY LINE OF VALLEY RIDGE DRIVE FOR THE FOLLOWING SIX (6) DESCRIBED COURSES; (1) ON A 530.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 201.89 FEET (LONG CHORD BEARS N81°07’47”W, 200.67 FEET); (2) N70°13’02”W, 122.32 FEET TO A POINT OF CURVATURE; (3) ON A 970.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 803.22 FEET (LONG CHORD BEARS S86°03’38”W, 780.47 FEET); (4) THENE S62°20’18”W, 205.01 FEET TO A POINT OF CURVATURE; (5) ON A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 449.42 FEET (LONG CHORD BEARS S74°50’18”W, 445.87 FEET); (6) S87°20’18”W, 207.34 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, THRASHER ADDITION; THENE S02°40’22”E ON THE EAST LINE OF SAID LOT 4, 264.93 FEET TO A POINT OF CURVATURE; THENE ON A 350.00 FOOT RADIUS CURVE TO THE RIGHT ON THE SOUTHEAST LINE OF SAID LOT 4, 579.55 FEET (LONG CHORD BEARS S42°19’58”W, 495.02 FEET); THENE S87°20’18”W ON THE SOUTH LINE OF SAID LOT 4, 292.93 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 120TH STREET; THENE CONTINUING S87°20’18”W, 17.00 FEET; THENE N02°40’22”W, 1505.74 FEET; THENE N87°20’18”E, 17.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 1,156,375.16 SQ. FT. OR 26.55 ACRES MORE OR LESS.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 197,274.33 SQ. FT. OR 4.53 ACRES MORE OR LESS OF DEDICATED PUBLIC RIGHT-OF-WAY.
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ON THE NORTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S87°20'18"W, 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 114TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S03°00'59"E ON SAID WEST RIGHT-OF-WAY LINE, 777.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ON A 530.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 201.89 FEET (LONG CHORD BEARS N81°07'47"W, 200.67 FEET); THENCE N70°13'02"W, 122.32 FEET TO A POINT OF CURVATURE; THENCE ON A 970.00 FOOT CURVE TO THE LEFT, AN ARC LENGTH OF 803.22 FEET (LONG CHORD BEARS S86°03'38"W, 780.47 FEET); THENCE S62°20'18"W, 205.01 FEET TO A POINT OF CURVATURE; THENCE ON A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 449.42 FEET (LONG CHORD BEARS S74°50'18"W, 445.87 FEET), THENCE S87°20'18"W, 207.34 FEET; THENCE S02°40'22"E, 264.93 FEET TO A POINT OF CURVATURE; THENCE ON A 350.00 FOOT RADIUS CURVE TO THE RIGHT; AN ARC LENGTH OF 549.85 FEET (LONG CHORD BEARS S42°19'58"W, 495.02 FEET); THENCE S87°20'18"W, 309.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 120TH STREET; THENCE N02°40'22"W ON SAID EAST RIGHT-OF-WAY LINE, 1505.74 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER; THENCE N87°20'18"E ON SAID NORTH LINE, 2573.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 2,397,009.05 SQ. FT. OR 55.038 ACRES MORE OR LESS.
SANITARY SEWER AND WATER LINES

EXHIBIT D - SUBDIVISION AGREEMENT

CALL 811 SEVENTY-TWO HOURS PRIOR TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Know what's underground before you dig!
CALL 811 SEVENTY-TWO HOURS PRIOR TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES. Know what's