RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN AGREEMENT FOR SEWER CONNECTION AND WASTEWATER SERVICE WITH SANITARY AND IMPROVEMENT DISTRICT 322 (STEEL RIDGE SOUTH)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County operates a sanitary sewer system pursuant to County Industrial Sewer Act, found at Neb. Rev. Stat. § 23-3601, et seq; and,

WHEREAS, Sanitary and Improvement District 322 desires to provide for the flow, transportation and handling of wastewater collected from Sanitary and Improvement District 322 and has requested connection to the Sarpy Sewer and to permit flowage thereof into the Sarpy Sewer; and,

WHEREAS, an agreement has been proposed with Sanitary and Improvement District 322 outlining the requirements, responsibilities, and payment of sewer connection fees and sewer use fees for the proposed Sanitary and Improvement District 322 connection to the Sarpy Sewer. A copy of said Sewer Connection and Wastewater Service Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Agreement for Sewer Connection and Wastewater Service between Sarpy County and Sanitary and Improvement District 322, a copy which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED THAT the Chairman of this Board, together with County Clerk, is hereby authorized to sign on behalf of this Board the attached Agreement with Sanitary and Improvement District 322 and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 30th day of October, 2018.

Attest

Chairman, Sarpy County Board

Sarpy County Clerk

[Signature]

[Signature]
AGREEMENT FOR WASTEWATER CONNECTION AND SERVICE BETWEEN COUNTY OF SARPY, NEBRASKA AND SANITARY AND IMPROVEMENT DISTRICT NO 322 OF SARPY COUNTY, NEBRASKA

THIS AGREEMENT, made this 30th day of October, 2018 by and Sanitary and Improvement District No 322 of Sarpy County, Nebraska, (hereinafter the “District”, and the County of Sarpy, a Political Subdivision of the State of Nebraska (hereinafter the “County”). Collectively, District and County, are hereinafter sometimes referred to as the “Parties.”

RECITALS

WITNESSETH THAT:

WHEREAS, District encompasses the Steel Ridge South Subdivision (the “Subdivision”), as legally described and shown on Exhibit A, attached hereto and incorporated by reference herein; and,

WHEREAS, there is an existing sanitary sewer main located in 156th Street and in Shepard Street, which streets abut the Subdivision, and this sanitary sewer main will provide wastewater service to all of the lots in the Subdivision; and,

WHEREAS, County owns and operates Sarpy County Industrial Sewer (hereinafter “Sarpy Sewer”) in the Papillion Creek Watershed pursuant to the Nebraska County Industrial Sewer Construction Act (Neb. Rev. Stat. Sect. 23-3601, et seq.) (hereinafter “the Act”); and,

WHEREAS, wastewater from the Sarpy Sewer flows into the City of Omaha Wastewater Treatment System pursuant to the Act.

WHEREAS, County has an agreement with the City of Omaha, titled “Agreement for Wastewater Service Between the City of Omaha, Nebraska, Sarpy County, Nebraska and the City of Gretna, Nebraska” approved by County Resolution 2013-345 (hereinafter “the Omaha Sewer Agreement”), which said Omaha Sewer Agreement provides the terms for wastewater treatment of wastewater flowing from the Sarpy Sewer to the Omaha Wastewater Treatment System; and,

WHEREAS, District desires to provide for the flow, transportation and handling of wastewater from the Subdivision and has requested to connect to the Sarpy Sewer and permit flowage thereof into the Sarpy Sewer within the meaning of the Act; and,

WHEREAS, District desires to have County convey District’s wastewater from each of the various connection points; and,
WHEREAS, it is to the mutual advantage of the Parties hereto and in the general public interest for the wastewater of District to flow into the Sarpy Sewer; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:
   a. Agreement. The term “Agreement” shall mean this Wastewater Connection and Service Agreement and all Exhibits to this Agreement.
   b. Connection Point. The lots within the Subdivision shall discharge into the Sarpy Sewer system at the connection points identified and shown on Exhibit B, of which several connection points are part of the SID 224 Sarpy County sanitary sewer system.
   c. County Board. The term “County Board” shall mean the County Board of Commissioners of Sarpy County, Nebraska.
   d. Sewer connection stub. The term “Sewer Connection Stub” shall include, whether now in existence or hereafter constructed, all sanitary sewer stubs connected at the connection points as shown on Exhibit B attached hereto.
   e. Development Area. The term “Development Area” shall mean approximately 50.22 acres of land as described on Exhibit A attached hereto.
   f. Sarpy Sewer. The term “Sarpy Sewer” shall be deemed to include, whether now in existence or hereafter constructed, any wastewater or sanitary sewer or system of sewers owned by County and any wastewater or sanitary sewer or system of sanitary sewers not a part of the sewer system of District and not owned by County, but through which County has an easement, license or other right or other license to transport wastewater and sanitary wastewater.
   g. Wastewater. The term “Wastewater” shall include, but not be limited to, wastewater and sanitary sewage from domestic and non-industrial sources.

2. District Easements and Licenses. Since the wastewater from the District shall be connected to the existing sanitary sewer mains located in 156th Street and Shepard Street via Sewer Connection Stubs from the main no easements or licenses are required.
3. **Permission to Connect.** Subject to the conditions and provisions hereinafter specified, the County hereby grants permission to the District to connect to the Sarpy Sewer in such manner and at such place or places as designated on Exhibit B, attached hereto. County further agrees to accept and process the resulting wastewater from the Development Area in accordance with the rules and regulations of County. County’s approval is limited to the Development Area and those connection points shown on Exhibit B. Development and connection to the Sarpy Sewer for District’s benefit with respect to any additional area outside of the Development Area must be provided for by amending this Agreement or by execution of a new wastewater connection and service agreement.

4. **Connection Restrictions.** District expressly promises, covenants, and agrees that no connection of the three lots in the Subdivision shall be made nor shall Wastewater be allowed to flow to the Sarpy Sewer until after the execution of this Agreement and with the express permission of County. District shall require each property owner in the Subdivision to provide County the as-built documentation of the physical connection point in order to demonstrate compliance with City of Omaha standards. Connection to any sewer system that flows into the Sarpy Sewer is not authorized until formally approved by County in writing. Upon reasonable notice by County, District shall cause to be disconnected any connection to the Sarpy Sewer which has been made without the required permission from County or which is in contravention of the ordinances, regulations, rules, or specifications of the County pertaining to sewer connections. Parties specifically agree that District shall not connect Outlot “A” as identified in Exhibit 1 to Sarpy Sewer. Should Outlot “A” become a buildable lot in the future, a separate Wastewater Service Agreement will be necessary to accommodate Wastewater from said Outlot “A”.

5. **District Warranty:** District expressly promises, warrants, covenants and agrees:

   a. Wastewater flowing into, passing through, or emptied into the Sarpy Sewer from the District shall be limited to domestic type wastewater in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or wastewater within County and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. District wastewater shall not include cooling type wastewater or wastewater from an industrial source. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the wastewater system of District into the Sarpy Sewer.

   b. District, upon reasonable notice shall allow any duly authorized representative of the County to enter upon the Development Area during normal business hours (9:00 a.m. to 4:00 p.m., Monday through Friday, and excluding state and federal holidays) for the purpose of inspection, observation, measurement, sampling, or testing of sewage.

   c. The County shall not be responsible for the maintenance and repair of the Sewer Connection Stubs connecting to the Sarpy Sewer. The property owners shall properly
maintain the Sewer Connection Stubs serving their lots in good operating order at no cost to County.

d. In the event that County discovers anything in the construction, maintenance, or operation of the Sewer Connection Stubs which is not in conformance with plans approved by the County and will, in the reasonable opinion of the County, be detrimental to the proper operation of the Sarpy Sewer, or any part thereof, the property owner which the Sewer Connection Stub serves shall, upon written notice thereof, promptly correct said defects; in the event the property owner does not correct any such defects within a reasonable period of time then the District shall correct such defects, reserving the right to obtain reimbursement from the property owner.

e. In the event District for any reason fails in any respect as to its covenants contained in this Paragraph 5, then County may, at its option, with notice to District, perform such maintenance and repair or correct such defects. The District, upon written demand by County, shall promptly reimburse County for all work, services, materials and other expenses incurred or expended by County in connection therewith.

f. Except as set forth herein, District shall not, directly or indirectly, permit connection to the sewer owned by the City of Omaha, the Sarpy Sewer, or any future extension thereof, of any property, lot, or structure used or to be used for any purposes whatsoever without the express permission of County or the City of Omaha by execution of an Interceptor Connection Agreement and a wastewater service agreement. Any entity making unauthorized connections prior to completion of the referenced agreements shall be subject to payment to Omaha of Omaha inspection fees ten times the current fees for interceptor connection inspections.

g. District shall defend, indemnify, and hold harmless the County, its officers, employees and agents, from and against any and all construction costs, loss, damage, claims, suits demands, penalties, court costs, attorneys’ fees, judgments, or liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions, or negligence of the District, its officers, agents, employees, contractors, subcontractors, and anyone acting under the direction of the District, in doing any work or construction of the Sewer Connection Stubs, or by or in consequence of any performance of this Agreement.

h. District shall defend, indemnify, and hold County, its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys’ fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful connection and/or disbursement of wastewater into the County Sewer. Any and all
resulting fees and/or penalties imposed by DEQ shall be the full responsibility of District.

i. District is and shall be bound to and by any provisions of any ordinance, rule, or regulation relating to sewer use fees provided for under Paragraph 7, infra, hereinafter made and adopted by County.

j. District shall promptly file all reports, pay all connection fees, and perform all other obligations of the District provided for in this Agreement or otherwise required by state statutes or the County’s ordinances, regulations, or rules as amended and supplemented from time to time.

6. **Connection Fees.** The Development Area shall be subject to the Sarpy County Sewer Connection Fee Regulations and Sewer Connection Fee Schedule (hereinafter “Sewer Regulations”). The Sewer Regulations require payment to the County of a sewer connection fee at the time of the filing of the Final Plat (hereinafter the “Sewer Connection-Plat Fee”) and payment to the county of a sewer connection fee at the time of the building permit application (hereinafter the “Sewer Connection-Building Permit Fee”). Prior to filing the Final Plat with the Sarpy County Register of Deeds, District shall pay to County all Sewer Connection-Plat Fees pursuant to the applicable Sewer Regulations in place at the time of the filing of the final plat. Any additional platting and/or development of the Development Area (including, any conversion of unbuildable outlots or portions thereof to buildable lots) shall be subject to such Sewer Regulations as are in effect and generally applicable at the time of such further platting and/or development. It is expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances, or rules. The Parties acknowledge that additional Sewer Connection-Building Permit Fees shall be due to the County at the time of the issuance of building permits for structures within the Development Area, pursuant to the sanitary sewer fee schedule applicable at that time.

7. **Service Fees.** Charges for retail flow and customer charges (treatment and maintenance) for all customers within the Development Area shall be based upon MUD water consumption at the same flow charges as other similarly situated entities now and hereafter established by County. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent.

8. **Lift Station improvement.** Parties mutually agree that it is necessary to increase the capacity of the Sarpy County Commerce lift station in order to accommodate wastewater service to District. District agrees that it shall be responsible for 75% of the actual total cost to upgrade the Sarpy County Commerce lift station in order to increase capacity to accommodate wastewater service to District.

9. **Amendments, Federal and State Regulations.** Except as precluded by any Federal law or regulation, County and District shall promptly meet to discuss and implement in good
faith changes to this Agreement that are necessary to timely comply with revisions or additions to State or Federal regulations.

10. Term and Termination. This Agreement shall be effective as of the date first written above and shall be for a term of ten (10) years from the date a lot in the Subdivision is connected to the Sarpy Sewer, and shall automatically renew on the same terms and conditions as herein set forth for additional successive terms of ten (10) years each. If there is a change in circumstances that a party believes in good faith will require an amendment to this Agreement to deal with, that party shall give notice to the other party of its desire to amend, which notice shall specify the terms of the amendment desired and the reasons for same. The parties then shall promptly engage in good faith discussions as to what changes are needed and neither party shall unreasonably withhold approval of an amendment which addresses and resolves the changed circumstances identified in the notice, provided no such amendment shall be effective unless it is in writing and duly executed by both parties.

11. Disconnections and Termination. County shall have the right to make any disconnections and make a claim for the expenses thereof from District should District neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Should District cease to use any wastewater system connected to the Sarpy Sewer, District shall disconnect the same at its expense or failing that, County may disconnect the same and make a claim for the expense of District. County acknowledges that the Sarpy Sewer is a public utility available without discrimination to members of specified classes. Termination of wastewater treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of wastewater treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued wastewater treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of County to set reasonable rules and regulations concerning wastewater service and the appropriate rates pertaining thereto.

12. Unified South Sarpy Wastewater System. The Parties recognize that a sewer system servicing the Platte River Basin will be developed and constructed in the future, hereinafter referred to as the “Unified South Sarpy Wastewater System”. At County’s exclusive option, County may choose to connect the Sarpy Sewer to the future Unified South Sarpy Wastewater System, provided County shall impose no additional connection fees to users who are already connected to the Sarpy Sewer and have paid applicable sewer connection fees that were in effect prior to the date County connects to the Unified South Sarpy Wastewater System. The County or other governing political subdivision may enact charges and restrictions uniformly applicable to all other users of the Unified South
13. **Sampling and Testing Costs.** Any sampling or testing by any Party shall be done at the testing Party’s expense.

14. **Interruption of Service.** In the event of an interruption of service by County, it is understood and agreed that County, its officers, employees and agents, in the absence of gross negligence, shall be indemnified and held harmless and absolutely free of any liability to District, or to any owners or lessees of the District’s property or premises.

15. **Force Majeure Event.** A Force Majeure Event means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event, provided the party claiming excuse because of Force Majeure has given the other party written notice of the Force Majeure event on which it is relying and a reasonable estimate of its likely impact on performance under this Agreement within five (5) business days following the Force Majeure event.

16. **Perpetual Maintenance.** The herein contained covenants of perpetual maintenance and repair by District shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

17. **Agreement Binding.** The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit “A”. Every time the phrase “successors and assigns”, or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this “Agreement Binding” provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

18. **Hazardous Wastes.** It is agreed and understood that the Parties to this Agreement are, or may be subject to Section 311 of the Water Pollution Control Act, as it applies to oil and
hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

19. Breach: In the event of District’s breach of any of the terms and conditions hereof or any warranty or covenant herein made by District, then:

   a. In the case of a breach of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Sewer Connection Stubs, District shall, within five (5) days from receipt of County’s notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by County, and District shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of County.

   b. In case of any other type of breach by District, District shall cure said breach to the reasonable satisfaction of County within thirty (30) days from receipt of County’s notice of such breach.

   c. In the event District shall fail to cure any breach within the applicable time and manner set out above, County may:

      i. Upon giving District sixty (60) days' notice of County’s intent to do so, County may require District to disconnect the Sewer Connection Stubs from the Sarpy Sewer or County may itself cause such disconnection to be made, if at the expiration of the sixty (60) day period the breach is not cured to the reasonable satisfaction of County. Any such disconnection shall be made at the expense of District.

      ii. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the Sewer Connection Stubs, County shall have the absolute right, at its option to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by District, as the case may be, in either of which case the District agrees:

         1. District shall immediately reimburse County for any and all expense incurred by County in connection therewith.

         2. District shall indemnify and hold harmless County, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of County’s taking or completing corrective measures.
iii. In addition to whatever other remedies are granted to County herein, County may avail itself of all other rights and remedies that County may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the District of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the District, by both mandatory and prohibitory injunction.

20. **No Waiver or Breach:** The failure of either Party to exercise its rights upon any default or breach by the other Party shall not constitute a waiver of such rights as to any subsequent default or breach.

21. **Emergency Measures.** If there is a breach by District of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Sewer Connection Stubs, resulting in discharge of wastewater or other environmental hazard which is harmful to the public health and safety that District is not already implementing effective measures to remedy, County may take immediate remedial measure to fix the harm and District shall reimburse County for cost of same on demand.

22. **Acknowledgment.** Parties acknowledge that the Sewer Connection Stubs and the Sarpy Sewer are subject to the prohibitions and limitations of the Omaha Municipal Code, Chapter 31, Article III, as on file with the City Clerk of the City of Omaha, Nebraska.

23. **Nondiscrimination.** County and District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations or disabilities in violation of federal or state or local ordinances.

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

25. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified or altered unless by written agreement signed by all Parties to this Agreement.

27. **Severability.** It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of Nebraska or of the United States, the validity of the remaining terms and conditions, provision or
provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

28. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114, as applicable. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska for a public employer, as defined in the above-cited statutes. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

29. Conflicts. Pursuant to Neb. Rev. Stat. §23-3113, County declares and affirms that no officer, member or employee of County, and no member of its governing body and no other public official of County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of either Parties’ obligations pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any partnership or association in which he or she is directly or indirectly interested; nor shall any employee of County, nor any member of its governing body have any interest, direct or indirect, in this Agreement or the proceeds thereof.

30. Notice. Each Party agrees to provide the other Party with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by the other Party to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any Party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Party to this Agreement. The addresses for the purpose of notice and other communications are as follows:

County:
County Clerk, County of Sarpy
1210 Golden Gate Drive, #1250
Papillion, NE 68046
31. **Assignment.** This Agreement shall be binding upon the Parties and their respective successors and assigns. The covenants, warranties and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. The Parties agree that a Party’s obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns.

32. **Good Faith.** Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

33. **Authority.** Each Party represents, covenants and warrants to the other Party that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of such Party, and are valid, binding and enforceable obligations of such Party in accordance with their respective terms.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

35. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and District, nor between County and any officer, employee, contractor or representative of District. No joint employment is intended or created by this Agreement for any purpose. If enquiry is made, District agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

36. **Titles.** The titles or headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.
37. **Indemnification.** Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party’s officers, officials, employees and agents, and each of them, from and against all third party liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party related to or arising out of the terms and requirements of this Agreement.

[Signature Pages to Follow]

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the property officials thereunto duly authorized as of the dates below indicated.

Executed by County this 30th day of October, 2018.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest: Sarpy County Clerk

Approved as to form: Sarpy County Attorney
Executed by District this 26th day of OCTOBER 2018.

DISTRICT

Clerk

Chairperson
STEEL RIDGE SOUTH
LOTS 1, 2 AND 3 AND OUTLOT "A"


LOTS 1, 2 AND 3 AND OUTLOT "A"
STEEL RIDGE SOUTH

SURVEYOR'S CERTIFICATE
APPROVAL BY PAPILLION CITY PLANNING COMMISSION
APPROVAL OF PAPILLION CITY COUNCIL
APPROVAL BY PAPILLION CITY ENGINEER
REVIEW BY THE SARPY COUNTY PUBLIC WORKS

DEDICATION
ACKNOWLEDGEMENT OF NOTARY

LOT 1
5.33 ACRES
LOT 2
16.08 ACRES
LOT 3
4.63 ACRES
OUTLOT "A"
22.63 ACRES

PROJECT
SITE

EXHIBIT A
STEEL RIDGE SOUTH

PROJECT LOCATION

VIACIVITY MAP

LEGEND

ENGINEER

SUBDIVIDER

NOTES


LOTS 1, 2, 3 AND OUTLOT "A"

STEEL RIDGE SOUTH

Sanitary Sewer

Exhibit B