RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN AGREEMENT FOR SEWER CONNECTION AND WASTEWATER SERVICE WITH FIREBALL GROUP LLC

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, Fireball Group LLC desires to provide for the flow, transportation and handling of wastewater collected in or flowing into the Fireball Group LLC sewer to be constructed 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 Fireball Group LLC outlining the requirements, responsibilities, and payment of sewer connection fees and sewer use fees for the proposed Fireball Group LLC 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 Fireball Group LLC, 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 Fireball Group LLC 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

SEAL

Chairman, Sarpy County Board

Sarpy County Clerk
AGREEMENT FOR SEWER CONNECTION AND WASTEWATER SERVICE BETWEEN COUNTY OF SARPY, NEBRASKA AND FIREBALL GROUP LLC

THIS AGREEMENT dated as of the 30th day of October, 2018 by and between Fireball Group LLC, a Delaware limited liability company (hereinafter called “Developer”) and the County of Sarpy, a Political Subdivision of the State of Nebraska (hereinafter called “County”). Collectively, Developer and County, are hereinafter sometimes referred to each as a “Party” and together as the “Parties.”

RECITALS

WITNESSETH THAT:

WHEREAS, Developer is contemplating construction of sanitary sewers within contiguous parcels of land described in Exhibit “A-1” and Exhibit “A-2” attached hereto and incorporated by reference herein; and,

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

WHEREAS, sewage from the Sarpy Sewer flows into the City of Omaha Wastewater Treatment System and the County contemplates some sewage will flow south to a future sewer system within the Platte River Watershed; and,

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 sewage flowing from the Sarpy Sewer to the Omaha Wastewater Treatment System as defined and described in the Omaha Sewer Agreement; and

WHEREAS, Developer, either directly or through an affiliated entity, intends to purchase land described in Exhibit “A-1” and Exhibit “A-2” in Sarpy County, Nebraska, (hereinafter “Developer Property”). Developer intends to construct a large-scale development extending over a period of years for industrial or commercial uses (hereinafter the “Project”). Developer desires to connect the sewer and water system within the Developer Property shown on Exhibit “B” with the sewer system of County, at Connection Points (as defined below); and,

WHEREAS, Developer desires to provide for the flow, transportation, and handling of Wastewater (as defined below) collected in or flowing into the Developer Sewer constructed or to be constructed by it, 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, Developer desires to have County convey Developer’s Wastewater from the Connection Points; and,
WHEREAS, it is to the mutual advantage of the Parties hereto and in the general public interest for the Wastewater from the Developer Property to flow into the Sarpy Sewer and be treated by the Omaha Wastewater Treatment System; and,

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

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties hereto, each intending to be legally bound, do hereby mutually agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

a. **Agreement.** The term “Agreement” shall mean this Sewer Connection and Wastewater Service Agreement and all Exhibits to this Agreement.

b. **Connection Points.** The term “Connection Points” or “Connection Point” shall mean the points or point at which the Developer Sewer shall connect to the Sarpy Sewer as set forth in the attached Exhibit “B.”

c. **County Board.** The term “County Board” shall mean the County Board of Commissioners of Sarpy County, Nebraska.

d. **Developer Property.** The term “Developer Property” shall mean the land and improvements thereon depicted in the attached Exhibit "A-1" and Exhibit "A-2".

e. **Developer Sewer.** The term “Developer Sewer” shall mean all sanitary sewers and appurtenances in connection with this Agreement which are to be constructed by Developer on the Developer’s Property.

f. **Effective Date.** The term “Effective Date” shall mean the date on which this Agreement is signed by County. If Developer doesn’t close on the purchase of the Developer Property within one (1) year after the Effective Date, County shall have the right to terminate this Agreement; provided, however, the confidentiality requirements set forth below in paragraph 38 shall survive termination.

g. **Good Utility Practice.** The term “Good Utility Practice” shall mean the standard level of operation and maintenance of a public utility in full compliance with all applicable local, state and federal ordinances, laws, rules and regulations.

i. **Peak Flow.** The term “Peak Flow” shall mean the maximum instantaneous flow of Wastewater discharged into the Sarpy Sewer from the Project.
j. **Platte River Watershed.** The term “Platte River Watershed” shall mean the portion of Sarpy County that is South of the hydrological ridge line of Sarpy County.

k. **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 Developer and not owned by County, but through which County has an easement, license or other right or other license to transport Wastewater.

l. **Wastewater.** The term “Wastewater” shall include, but not be limited to, Domestic Wastewater and Non-Domestic Wastewater.

m. **Domestic Wastewater.** The term “Domestic Wastewater shall mean sanitary sewage generated from sources such as restrooms, kitchens, and other similar domestic sources.

n. **Non-Domestic Wastewater.** The term “Non-Domestic Wastewater” shall mean all Wastewater except Domestic Wastewater.

2. **Permission to Connect.** County agrees to accept and process the Wastewater from the Project in accordance with the rules and regulations of County. Subject to the conditions and provisions hereinafter specified, the County hereby grants permission to Developer to connect the Developer Sewer to the Sarpy Sewer at Connection Points contingent upon the following:

   a. Developer intends to construct a large-scale multi-building development extending over a period of years for industrial or commercial uses. At the time of application for each building permit, developer shall provide, for each building to be permitted, the wastewater composition and maximum instantaneous flow of Wastewater to be discharged. County will utilize these numbers for the sole purpose of ensuring the Sewer Capacity Reservation as defined in Paragraph 5 below. Notwithstanding any other provision herein, County shall not permit any connection which purports to exceed the Sewer Capacity Reservation.

   b. Each building shall have two separate and distinct Wastewater discharge pipes leading to a Sarpy Sewer Connection Point, both of which may be initially connected at a single Connection Point on the Sarpy Sewer until such time as County may require a separation of the Wastewater types as contemplated in Section 12. One Wastewater connection shall be devoted to Domestic Wastewater in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sanitary sewers or Wastewater within County and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive, or Wastewater from an industrial source without pre-treatment as needed to meet City of Omaha requirements. A second Wastewater connection shall be devoted to Non-Domestic Wastewater.

   c. The proposed plans and specifications for Developer’s Sewer have been formally approved by County in writing, and
d. The as-built plans and specifications for Developer's Sewer have been formally approved by County.

e. County's permission to connect is limited to the Developer Property and Connection Points shown on Exhibit “B”.

f. A manhole shall be constructed at each Connection Point; such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four inches in diameter. The location of each manhole shall be approved in writing by the County engineer.

g. Development and connection to the Sarpy Sewer for Developer's benefit with respect to any additional area outside of the Developer Property must be provided for by amending this Agreement or by execution of a new Wastewater service agreement.

3. **Connection Restrictions.** Developer agrees that no connection shall be made to the Developer Sewer or Sarpy Sewer until: (1) the proposed plans and specifications for Developer Sewer have been formally approved by County in writing, and (2) as-built plans and specifications for Developer Sewer have been formally approved by County in writing.

4. **Developer Warranty.** Developer expressly promises, warrants, covenants and agrees:

   a. The Developer Sewer shall be constructed in strict accordance with plans and specifications and in the location approved in writing by the County. County understands that the City of Papillion (“City”) will have the right to review and comment on the same, however it being understood the City is not thereby given the right to require changes.

   b. County has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Developer Sewer prior to construction and connection to the Sarpy Sewer, which review shall be completed within thirty (30) days after submission. The design criteria used by Developer shall meet or exceed the current standards of the City of Omaha Standard Specification for Public Works Construction, and the current applicable City of Omaha sewer construction standard plates.

   c. The Developer Sewer shall be designed and constructed, and as required reconstructed, at the expense of Developer and the property therein, and at no expense to County.

   d. The Developer Sewer shall comply with all applicable Federal, State, and local laws, ordinances, and regulations concerning: (1) use, operation, and maintenance, and (2) wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Developer Sewer.
e. Wastewater flowing into, passing through, or emptied into the Sarpy Sewer from the Developer Sewer shall be in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or sewage within County and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the wastewater system of Developer into the Sarpy Sewer.

f. Developer, upon reasonable notice to Developer (which in no event shall be less than two (2) business days except in the case of an emergency threatening imminent danger or physical harm to persons or property) shall allow any duly authorized representative of the County to enter upon the Developer Property 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. County and its employees, contractors, and consultants shall comply with Developer's reasonable rules and regulations, security requirements, and confidentiality requirements. Furthermore, the County shall have access to its existing Sewer Line, as defined below in Section 39, which extends through the Developer Property, subject to the County and its employees, contractors, and consultants complying with Developer's reasonable rules, regulations, and security requirements and confidentiality requirements.

g. The County shall not be responsible for the maintenance and repair of the Developer Sewer. Developer shall properly maintain Developer Sewer in good operating order.

h. In the event that County discovers anything in the construction, maintenance, or operation of the Developer Sewer 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, Developer shall, upon written notice thereof, promptly correct said defects.

i. In the event Developer for any reason fails in any respect as to its covenants contained in this Paragraph 4, then County may, at its option, with prior written notice to Developer (email notice permitted), perform such maintenance and repair or correct such defects subject to Developer's reasonable rules, regulations, security and confidentiality requirements. The Developer, 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.

j. Except for the Developer Property as provided for in this Agreement, as set forth herein, Developer shall not, directly or indirectly, permit connection to the Sarpy Sewer, to the sewer owned by the City of Omaha, 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 unauthorized connections prior to completion of the referenced
agreements shall be subject to inspection fees ten times the current fees for interceptor connection inspections.

k. Developer 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 Developer, its officers, agents, employees, contractors, subcontractors, and anyone acting under the direction of the Developer, in doing any work or construction of the Developer Sewer, or by or in consequence of any performance of this Agreement.

l. Developer 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 unlawful disbursement of Wastewater into the County Sewer. Any and all resulting fees and/or penalties imposed by the Department of Environmental Quality shall be the full responsibility of Developer.

m. Developer cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Developer Property will depend upon numerous factors outside of the control of Developer, such as market orientation, demand, competition, availability of qualified laborers to construct, and/or weather conditions. Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and absolute discretion, subject to the Project approvals. Nothing in this Agreement shall be construed to require Developer to proceed with developing the Project or any portion thereof.

n. Developer 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 or any other political subdivision having jurisdiction over sewer use and connection. In no event shall Developer be charged connection or other sewer related fees by the County in excess of the lowest rates paid by other non­governmental commercial users of the Sarpy Sewer.

o. Developer shall promptly file all reports, pay all connection fees, and perform all other obligations of the Developer 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.

p. During construction of the Project, upon County’s request, Developer shall hold periodic, timely construction coordination meetings with County’s engineers.
5. **Sarpy Sewer Capacity.** To ensure that the Sarpy Sewer will have sufficient capacity to receive Wastewater from the Developer Property as the Project develops, thus ensuring that Developer may operate and expand the Project as it presently anticipates, County hereby guarantees and reserves certain sewer capacity the ("Sewer Capacity Reservation") set forth in the attached "Exhibit C". The County acknowledges and agrees that the data set forth in Exhibit "C" constitute trade secrets and shall be held strictly confidential.

Developer will use commercially reasonable efforts to provide County with (i) regular updates as to the status of the development of the Project and (ii) not less than thirty (30) days’ advance notice of its intention to make use of the applicable Sewer Capacity Reservation; provided, however, that failure to give such notice shall not preclude Developer’s use of the applicable guaranteed or reserved amount.

From and after the Effective Date, the Sewer Capacity Reservation shall be set aside by County and subtracted from all of its calculations of available capacity and is hereby allocated to the Project. The Parties may review the Sewer Capacity Reservation every two (2) years during the term of this Agreement to determine whether a reduction or increase in the Sewer Capacity Reservation is appropriate and to plan services for the Project; provided, however, no reduction in the Sewer Capacity Reservation may be made without the consent of Developer, which consent may be granted or withheld in Developer’s sole discretion, unless necessitated by imminent danger of physical harm to persons or property from causes beyond the control of County.

For the avoidance of doubt, Developer shall not be obligated to use or take any portion of the Sewer Capacity Reservation. Nothing contained In this Agreement shall be interpreted as obligating or otherwise requiring Developer to construct the Project.

6. **Connection Fees.** The Developer Property shall be subject to the Sarpy County Sewer Connection Fee Regulations and Sewer Connection Fee Schedule (hereinafter “Sewer Regulations”) The Parties acknowledge that approximately 97.1 acres of the land described in the attached Exhibit “A-1” are located within the Papio-Missouri River Watershed and approximately 30.6 acres of the land described in the attached Exhibit “A-1” are located within the Platte River Watershed. All of the land described in the attached Exhibit “A-2” (approximately 147.2 acres) is located within the Papio Missouri Watershed. Developer shall pay all sewer connection fees according to the number of acres in each watershed pursuant to the current Sewer Regulations.

   a. Payment of the first part of the sewer connection fee shall be made to County no later than ninety (90) days after the recording of the Final Plat as approved by the City of Papillion (hereinafter the “Sewer Connection Plat Fee”). Developer shall have the right to plat the Developer Property in increments however, the Sewer Connection Plat Fee shall be calculated based upon the gross acres within the final plat. Any additional platting and/or development of the Development Property (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.
b. Payment of the second portion of the sewer connection fee (hereinafter the “Sewer Connection Building Permit Fee”) shall be made by Developer within ninety (90) days after issuance of any building permit, calculated upon the number of acres within the lot which is the subject of the building permit.

c. It is expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances or rules, as specifically set forth on Exhibit D hereto, subject to periodic adjustment as provided by law. The Parties acknowledge that additional Sewer Connection Building Permit Fees shall be due to the County within ninety (90) days after issuance of any building permit for structures within the Developer Property, pursuant to the sanitary sewer fee schedule applicable at that time. In no event shall Developer be charged connection or other sewer related fees by the County in excess of the lowest rated paid by other non-governmental commercial users of Sarpy Sewer.

7. Service Fees. Charges for retail flow and customer charges (treatment and maintenance) for the Developer Property shall be based on metering by devices, installed and maintained by Developer and acceptable to engineers for County and Developer, that will be used to determine the flow of Wastewater into the Sarpy Sewer. Developer will reasonably cooperate with County to ensure the accuracy of the Wastewater metering. Additionally, Developer and County will enter into a detailed meter reading and billing agreement for Wastewater Service, the terms of which shall not be inconsistent with the terms of this Agreement, (hereinafter the “Meter and Billings Agreement”). In no event shall Developer be charged connection or other Wastewater related fees by the County in excess of the lowest rates paid by other non-governmental commercial users of Sarpy Sewer.

8. Permit required. Developer further expressly promises, covenants and agrees that no connection shall be made to the Sarpy Sewer until a sewer permit shall have been obtained from County, which sewer permit shall be promptly issued by County upon notice of Developer’s substantial compliance with the terms of this Agreement relating to the construction and completion of the Developer Sewer and Developer Sewer and Sarpy Sewer are capable of servicing Wastewater discharge provided for under this Agreement. Upon reasonable notice by County, Developer shall cause to be disconnected any connection to the Sarpy Sewer which has been made without the required permit from County or which is in contravention of the ordinances, regulations, rules, or specifications of the County pertaining to sewer connections.

9. Amendments, Federal and State Regulations. Except as precluded by any Federal law or regulation, County and Developer 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. This Agreement shall be effective as of the Effective Date defined above in paragraph 1 and shall be for a term of ten (10) years from the date the Developer Sewer is first connected to and put in service on 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 and, provided further, Developer shall have no obligation to agree to any reduction in its Sewer Capacity Reservation unless Developer determines in its sole and absolute discretion that a specific portion thereof will not be needed for any unbuilt portions of the Project. Notwithstanding anything in this Section to the contrary, however, if Developer doesn’t close on the purchase of the Developer Property within one (1) year after the Effective Date, County shall have the right to terminate this Agreement; provided, however, the confidentiality requirements as set forth below in paragraph 38 shall survive termination.

11. Disconnections and Termination. County shall have the right to make any disconnections and make a claim for the expenses thereof from Developer should Developer neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Should Developer cease to use any Wastewater system connected to the Sarpy Sewer for a period of three (3) years or more after the initial connection of the Developer Property to the Sarpy Sewer, Developer shall disconnect the same at its expense or failing that, County may upon prior written ninety (90) day notice disconnect the same and make a claim for the expense thereof to the Developer. 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. Developer may elect to disconnect at any time without penalty or payment of any kind, other than paying the reasonable expense of disconnection from the Sarpy Sewer and any remaining sewer use fees due and owing to County; provided, however, the confidentiality requirements of paragraph 38 below shall survive termination or expiration of this Agreement.

12. Unified South Sarpy Wastewater System. The Parties recognize that a sewer system servicing the Platte River Watershed will be developed and constructed by the County or another political subdivision 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 against Developer beyond those connection fees already paid at the time of connection 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 Sarpy Wastewater System, provided that none of Developer’s rights and obligations under this Agreement shall be
adversely affected by County's election to connect to the Unified South Sarpy Wastewater System and this Agreement shall remain in full force and effect.

13. **Sampling and Testing Costs.** Any sampling or testing by any Party shall be done at the testing Party's expense.

14. **Future Operations; Interruption of Service.** County shall operate the Sarpy Sewer in compliance with all applicable local, state and federal laws, rules, regulations, policies, directives, orders and permits and shall use appropriate best management practices for sewer system operations and shall use Good Utility Practice. County shall comply with all applicable federal and state public notification requirements regarding any violations. If County receives a notice from another independent controlling governmental agency of any violation, directive, or order issued in connection with its operation or management of the Sarpy Sewer which contains a demand, requirement or deadline that could result in a Service Interruption (as defined below) for Developer, then County shall promptly, but in no event later than five (5) business days after receipt thereof by the County coordinate with Developer to explore possible temporary alternative mechanisms to provide sewer services and mitigate the Service Interruption, until the Sarpy Sewer is repaired or restored. In the case of a Service Interruption, County agrees to consult with Developer and use reasonable efforts under the circumstances to restore sewer services at the levels required under the Sewer Capacity Reservation as soon as feasible under the circumstances. A "Service Interruption" shall be deemed to have occurred if County is temporarily or indefinitely unable to accept Wastewater from Developer's connections. In the event of a Force Majeure Event, County shall not be responsible to Developer for damages Developer may suffer as a result of County's inability to provide the Wastewater disposal as required by this Agreement, however, County shall cooperate fully with efforts to obtain alternate Wastewater disposal for Developer and other affected property owners.

15. **Force Majeure Event.** "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 and due care 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 a Force Majeure Event 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 ten (10) business days following the Force Majeure event.

16. **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.

17. **Change in Ownership.** Except in the event this Agreement is assigned to an affiliate, subsidiary, or parent of Developer, in the event of any change in the control or ownership of the Developer Sewer from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to County.

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

   a. In the event of a breach of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Developer Sewer, Developer shall, within sixty (60) 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 Developer shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of County. In no event shall Developer be deemed to be in breach for delay if the delay is the result of a delay by County or County’s contractor.

   b. In case of any other type of breach by Developer, Developer shall propose a cure for said breach to the reasonable satisfaction of County within thirty (30) days from receipt of County’s notice of such breach, County shall give Developer its response to said proposal within thirty (30) days thereafter, and the Parties shall endeavor in good faith to resolve any differences within fifteen (15) days thereafter, whereupon Developer shall diligently proceed with effecting the agreed upon cure.

   c. In the event Developer shall fail to cure any breach within the applicable time and manner set out above, inclusive of any deadline within any extension of the time to cure as granted in writing by County, County may:

      i. Upon giving Developer sixty (60) days notice of County’s intent to do so, County may require Developer to disconnect the Developer Sewer 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 Developer.

      ii. 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 Developer of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Developer, by both mandatory and prohibitory injunction.
19. **Breach by County.** In the event of County’s breach of any of the terms and conditions hereof or any warranty or covenant herein made by County, then:

   a. In case of a breach of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Sarpy Sewer, County shall, within sixty (60) days from receipt of Developer’s written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by Developer, and County shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of Developer.

   b. In case of any other type of breach by County, County shall proposed a cure for said breach to the reasonable satisfaction of Developer within thirty (30) days from receipt of Developer’s notice of such breach, Developer shall give County its response to said proposal within thirty (30) days thereafter, and the parties shall endeavor in good faith to resolve any differences within fifteen (15) days thereafter, whereupon County shall diligently proceed with effecting the agreed upon cure.

   c. In addition to whatever other remedies are granted to Developer herein, Developer may avail itself of all other rights and remedies that Developer may have, including, but not limited to the right to specifically enforce full compliance by County of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by County 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 Developer of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Developer Sewer, resulting in discharge of raw sewage or other environmental hazard which is harmful to the public health and safety that Developer is not already implementing effective measures to remedy, County may take immediate remedial measures to fix the harm and Developer shall reimburse County for cost of same on demand.

22. **Acknowledgment.** Parties acknowledge that the Developer Sewer 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 Developer 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 and Exhibits.** The recitals set forth above and the attached Exhibits 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.

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: Deb Houghtaling, Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046  
E-mail: __________________________

Developer: c/o Corporation Services Company  
2801 Centerville Rd., 1st Floor, PMB 811  
Wilmington, DE 19808  

With a Copy to: Eugene E. Olson, Attorney at Law  
317 – 6th Avenue, Suite 300  
Des Moines, Iowa 50309

31. Assignment. With notice to County within thirty (30) days following the effective date of assignment, which notice shall contain updated contact information, this Agreement may be assigned by Developer to any of its affiliates, subsidiaries or its parents without the consent of County. 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. Whenever approval, consent or satisfaction (collectively, an “approval”) is required of the County or Developer pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed.

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
36. **Titles.** The titles 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, defend, 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.

38. **Confidentiality.** The term "Confidential Information" as used in this Section 38 means all non-public information affirmatively identified as "Confidential" and qualifying as "proprietary, trade secret, or confidential information" under Neb. Rev. Stat. Sect. 84-712.05 and provided by one Party (or an affiliate) to the other Party under this Agreement, whether in oral, written or electronic form, that relates to, or is used in connection with this Agreement. Confidential Information will not include anything which is: a) now generally known or readily available to the trade or public or which becomes so known or readily available without fault of the receiving Party; b) rightfully possessed by the receiving Party without restriction prior to its disclosure; c) lawfully acquired from a third party without restriction, provided that the receiving Party does not know, or have reason to know, or is not informed subsequent to disclosure by such third Party and prior to disclosure by the receiving Party, that such information was acquired under an obligation of confidentiality; d) information that the receiving Party can show by suitable evidence to have been independently developed by it, or its employees, consultants, affiliates or agents; or e) information which the disclosing Party has expressed in writing may be disclosed.

County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of information.

The Parties are permitted to disclose Confidential Information to their employees, officers, directors, counsel and consultants, with each person receiving such Confidential Information being made aware that it is subject to this Agreement. In addition, the County may disclose Confidential Information as necessary to comply with regulatory requirements, provided that the County takes steps available as provided by law to protect the confidentiality of the Confidential Information, and promptly provides Developer with written notice of all available details of the legal requirement and reasonably cooperate with the Developer's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the Developer may deem appropriate.

The Parties stipulate and agree that all Confidential Information disclosed by Developer will be deemed to constitute trade secret, proprietary and commercial information which, if released, would give advantage to business competitors and the release of which would serve no public purpose. The Parties further stipulate and agree that all Confidential Information disclosed by Developer may and
will be withheld from public disclosure pursuant to Neb. Rev. Stat. § 84-712.05, and will not be disclosed by County absent an order issued by a court of competent jurisdiction.

The confidentiality requirements of this paragraph shall survive termination or expiration of this Agreement.

39. Relocation of Sewer Line. The Parties agree that the as-built location of the Sarpy Sewer within the Developer Property ("Sewer Line") is within the area depicted on Exhibit "B" attached hereto but remains subject to Developer’s right to require relocation of the Sewer Line as described in this paragraph. County acknowledges that Developer intends to develop and use the Developer Property for industrial and commercial purposes and that the design, configuration, and layout of the improvements to the Developer Property, now and in the future, may require the as-built location of the Sewer Line as depicted on Exhibit "B" to be relocated in whole or in part in order to accommodate the development and use of the Developer Property. Accordingly, Developer at all times shall have the absolute right to require the relocation of the Sewer Line and related appurtenances from the as-built location described on the attached Exhibit "B" to an area within the Developer Property (the "Relocated Sewer Line"), subject to the following conditions:

(i) The relocation and operation of the Relocated Sewer Line shall not materially or adversely affect County’s ability to transport and convey Wastewater within the Sarpy Sewer.

(ii) The Relocated Sewer Line shall be constructed by Developer at its sole cost pursuant to plans and specifications approved by County in writing. As part of the relocation, and upon completion of the Relocated Sewer Line and upon the Relocated Sewer Line becoming operational, Developer may at its cost remove the existing Sewer Line, abandon it in place, or utilize it as part of a private sewer within the Developer Property.

(iii) Developer shall ensure that during the relocation, County shall be able to continue the use of its existing Sewer Line and appurtenances described on Exhibit "B" hereto.

(iv) Prior to any relocation of the Sewer Line, Developer and County shall make, execute and enter into a relocation agreement, a template of which is attached hereto as Exhibit "E" ("Sample Relocation Agreement").

(v) If Developer elects to require the relocation of the Sewer Line from the existing location described on Exhibit "B" it shall give prior written notice to County of its decision to require the relocation of the Sewer Line (the "Relocation Demand"). Within thirty (30) days after County’s receipt of the Relocation Demand, the parties shall prepare an acceptable Relocation Agreement based on the attached Sample Relocation Agreement.
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

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

SARPY COUNTY, NEBRASKA

BY: 
Chairman of Board of Commissioners

Attest: 
County Clerk

Approved as to form:
Sarpy County Attorney
Executed by Developer this 24th day of October, 2018.

FIREBALL GROUP LLC

By: ____________________________
   Eugene E. Olson
Name: __________________________
   Eugene E. Olson
Its: ____________________________
   Authorized Signatory
EXHIBIT “A-1”
[Parcel 1]
EXECUTION COPY — COPY FOR PUBLIC DISCLOSURE

TRACT 1

Panel 1
A tract of land located in part of the SW1/4 & NW1/4 of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of said SW1/4 of Section 35; thence NE1/2SW1/4 (Assumed bearing) along the South line of said SW1/4 of Section 35, a distance of 1936.85 feet to the point of beginning; thence S90°46'52"W, a distance of 2816.37 feet to a point on the North line of said SW1/4 of Section 35, a distance of 582.10 feet to a point on the West line of said SW1/4 of Section 35, thence S90°46'52"E along said West line of said SW1/4 of Section 35; thence NE1/2SW1/4 (Assumed bearing) along the South line of said SW1/4 of Section 35, a distance of 1936.85 feet to a point on the West line of said SW1/4 of Section 35, thence S90°46'52"E along said West line of said SW1/4 of Section 35, a distance of 710.70 feet to the point of beginning.

Except an irregular South 14,200 foot tract in Southeast comer of Tax Lot 10, Section 35, Township 14 North, Range 11 East of 6th P.M., Sarpy County, Nebraska.

And except that part of the Southwest Quarter of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of said Southwest Quarter of Section 35; thence on the East line of said Southwest Quarter as an assumed bearing of N3°14'26"W 33.60 feet to a point on the North right-of-way line of Schram Road, said point also being the point of beginning; thence N89°22'43"E 190.31 feet to a point on the South line of said Section 35, thence S90°46'52"W along said South line of said Section 35, a distance of 14.30 feet to a point on the North line of said SW1/4 of Section 35, thence N89°46'52"E along said North line of said SW1/4 of Section 35, a distance of 582.10 feet to a point on the West line of said SW1/4 of Section 35, thence S89°46'52"W along said South line of said SW1/4 of Section 35, a distance of 710.70 feet to the point of beginning.

Panel 2
An irregular South 14.2 X 30 foot tract in the Southeast corner of Tax Lot 10, Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

TRACT 2

Panel 1
A tract of land located in part of the SW1/4 & NW1/4 of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of Section 35; thence NE1/2SW1/4 (Assumed bearing) along the South line of said SW1/4 of Section 35, a distance of 1435.60 feet to the point of beginning; thence NE1/2SW1/4, a distance of 1435.60 feet to the South line of said SW1/4 of Section 35, a point located in said SW1/4 of Section 35; thence N89°22'43"E along the East line of said Tax Lot 8, a distance of 1305.64 feet to the North line of the property described in Deed No. 1733, said line also being the South line of said Southwest Quarter of Section 35; thence N89°22'43"W along said North line of the property described in Deed No. 1733, said line also being the South line of said Section 35, thence N89°22'43"E along said South line of said Section 35, a distance of 582.10 feet to a point on the West line of said SW1/4 of Section 35, thence N89°22'43"W along said South line of said SW1/4 of Section 35, a distance of 582.10 feet to the point of beginning.

Except a tract of land in the Northwest One-Quarter of Section 35, Township 14 North, Range 11 East of the 6th Sarpy County, Nebraska, being described as follows: Commencing at the West One-Quarter corner of said Section 35; thence Eastward (assumed bearing) along the South line of said Northwest One-Quarter 96.99 feet to the Northwest corner of the West 99.99 feet of the North One-Half of the Northwest Quarter of Section 35, thence Southward 499.19 feet to an East-West fence line; thence Eastward 27.95 feet along said fence line, thence Southward 14.31 feet to the South line of said Northwest One-Quarter; thence Westward along said South line 271.91 feet to the point of beginning.

And except a tract of land in the Northwest One-Quarter of Section 35, Township 14 North, Range 11 East of the 6th Sarpy County, Nebraska, being more particularly described as follows: Commencing at the Southeast corner of said Northwest Quarter of Section 35; thence on the South line of said Northwest Quarter as an assumed bearing of NE1/4SW1/4, a distance of 1305.64 feet to the Northwest corner of the West 99.99 feet of the North One-Half of the Northwest Quarter of Section 35, thence Southward 499.19 feet to an East-West fence line; thence Eastward 271.91 feet along said fence line, thence Southward 14.31 feet to the North line of said Northwest One-Quarter; thence Westward along said South line 271.91 feet to the point of beginning.

Panel 2
A tract of land located in the Northwest One-Quarter of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows: Commencing at the West One-Quarter corner of said Section 35; thence Northward (assumed bearing) along the South line of said Northwest One-Quarter 96.99 feet to the Northwest corner of the West 99.99 feet of the North One-Half of the Northwest Quarter of said Section 35 and point of beginning; thence Northward 13.43 feet to an East-West fence line; thence Eastward 271.91 feet along said fence line, thence Southward 14.31 feet to the South line of said Northwest One-Quarter; thence Westward along said South line 271.91 feet to the point of beginning.

Panel 3
A tract of land located in part of the SW1/4 of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of said Southwest Quarter of Section 35, thence on the West line of said Southwest Quarter as an assumed bearing of N23°59'59"W 32.79 feet; thence N23°59'59"E 32.79 feet to a point intersecting the East Right-of-Way line of South 108th Street; thence Northward along the East Right-of-Way line of South 108th Street 183.19 feet; thence N23°59'59"E 17.70 feet; thence N23°59'59"W 1205.47 feet; thence SE1/4SW1/4, a distance of 1343.57 feet; thence S2/3SW1/4, a distance of 1345.84 feet to a point on the South line of said SW1/4 of Section 35, thence S89°46'52"W along said South line of said Section 35, a distance of 1435.60 feet to the point of beginning.

Except that part dedicated to Sarpy County, Nebraska, located in part of the Southwest Quarter of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows: Commencing at the Southwest corner of said Southwest Quarter of Section 35, thence on the West line of said Southwest Quarter as a point located in said SW1/4 of Section 35, a distance of 1935.31 feet to the point of beginning; thence N90°26'25"W along said West line of said SW1/4 of Section 35, a distance of 1435.60 feet to the point of beginning.
Exhibit “A-2”  
[Parcel 2]

The West half of the Southeast Quarter (W1/2 SE1/4) and Tax Lot 4A in the East half of the Southeast Quarter (E1/2 SE1/4) of Section 35 Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska;

Except that part of said West half of the Southeast Quarter described as Lot 1, in Fase’s 1st Addition Replat 1, a Subdivision in Sarpy County, Nebraska;

and, Except that part of said West half of the Southeast Quarter conveyed to Sarpy County, Nebraska, more particularly described as follows:

Commencing at the South Quarter corner of said Section 35; thence on the West line of said West half of the Southeast Quarter, North 03°14'39" West (assumed bearing), 33.00 feet, to the North right-of-way line of Schram Road, said point also being the point of beginning; thence continuing on the West line of said West half of the Southeast Quarter, North 03°14'39" West, 17.00 feet; thence North 87° 21'56" East, 1,006.63 feet; thence South 02°38'04" East, 17.00 feet, to a point on said North right-of-way line of Schram Road; thence on said North right-of-way line, South 87°21'56" West, 1,006.45 feet, to the point of beginning;

and, Except that part of said West half of the Southeast Quarter conveyed to Sarpy County, Nebraska, more particularly described as follows:

Commencing at the South Quarter corner of said Section 35; thence on the South line of said West half of the Southeast Quarter, North 87°21 '56" East, 1,185.88 feet; thence North 02°38'04" West, 33.00 feet, to a point on the North right-of-way line of Schram Road, said point also being the point of beginning; thence North 02°34'34" West, 17.00 feet; thence North 87°21'56" East, 139.29 feet to the East line of said West half of the Southeast Quarter; thence on said East line, South of 03°16'36" East, 17.00 feet, to a point on the North right-of-way line of Schram Road; thence on said North right-of-way, South 87°21 '56" West, 139.49 feet, to the point of beginning;

and, Except that part of said Tax Lot 4A conveyed to the State of Nebraska described as follows:

Beginning at the Southeast corner of the East half of the Southeast Quarter of said Section 35; thence Northerly, along the East line of said East half of the Southeast Quarter section, a distance of 2,712.29 feet, to the Northeast corner of said East half of the Southeast Quarter section; thence Westerly, deflecting 89°47'23" left, along the North line of said East half of the Southeast Quarter section, a distance of 90.40 feet, to the existing Westerly right-of-way line of Highway 50; thence continuing Westerly deflecting 00°00'00" along the North line of said East half of the Southeast Quarter section, a distance of 48.68 feet; thence Southerly, deflecting 96°45'40" left, a distance of 925.69 feet; thence Southerly, deflecting 08°14'32", left a distance of 303.30 feet; thence Southerly, deflecting 11°00'00", right a distance of 605.84 feet; thence Southerly, deflecting 12°59'23" left, a distance of 402.71 feet; thence Southerly, deflecting 12°30'05" right, a distance of 377.13 feet; thence Westerly, deflecting 72°08'35" right, a distance of 122.58 feet; thence Westerly, deflecting 08°40'54" left, a distance of 13.54 feet, to a point on the Grantor(s) property line; thence Southerly, deflecting 73°50'57" left, along the Grantor(s) property line, a distance of 42.23 feet, to the existing Northerly county road right-of-way line; thence Southerly, deflecting 05°04'55" right, a distance of 33.00 feet, to the South line of said East half of the Southeast Quarter section; thence Easterly, deflecting 90°00'00" left, along the South line of said East half of the Southeast Quarter section, a distance of 361.05 feet, to the point of beginning;

and, Except that part of said Tax Lot 4A conveyed to Sarpy County, Nebraska more particularly described as follows:
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Commencing at the Southeast corner of said Section 35; thence on the South line of said East half of the Southeast Quarter, South 87° 21’56” West (assumed bearing), 744.18 feet; thence North 02° 38’04” West, 33.00 feet, to a point on the North right-of-way line of Schram Road, said point also being on the point of beginning; thence South 87° 21’56” West, 581.94 feet, to a point on the West line of said East half of the Southeast Quarter; thence on said West line, North 03° 16’36” West, 17.00 feet; thence North 87° 21’56” East, 582.13 feet; thence South 02° 39’48” East, 17.00 feet, to the point of beginning;

All subject to public roads and/or highways.

Said parcel also being described as follows:

A tract of land located in the Southeast Quarter (SE1/4) of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter of Section 35; thence Westerly on the North line of said Southeast Quarter on an assumed bearing of S86° 54’59”W, 140.8 feet to a point on the West right-of-way line of State Highway 50 (144th Street), said point also being the point of beginning; thence Southerly on said West right-of-way line of State Highway 50 (144th Street) for the following five (5) described courses; (1) S00° 08’27”W, 925.74 feet; (2) S08° 06’05”E, 303.30 feet; (3) S03° 04’59”W, 605.84 feet; (4) S09° 50’51”E, 402.17 feet; (5) S02° 39’20”W, 377.17 feet to the point intersecting said West right-of-way line of State Highway 50 (144th Street) and the North right-of-way line of Schram Road; thence Westerly along said North right-of-way line of Schram Road for the following two (2) described courses; (1) S74° 46’48”W, 122.61 feet; (2) S66° 04’53”W, 13.41 feet to the Southeast corner of Tax Lot 5, a Tax Lot located in said Southeast Quarter of Section 35; thence on the East line of said Tax Lot 5, N07° 52’39”W, 41.44 feet; thence on the East line of said Tax Lots 5 and Lot 4B, a Tax Lot located in said Southeast Quarter of Section 35, N18° 33’41”W, 363.91 feet to the Northeast corner of said Tax Lot 4B; thence S87° 23’49”W on the North line of said Tax Lot 4B, 276.05 feet to the Northwest corner of said Tax Lot 4B; thence S02° 39’48”E on the West line of said Tax Lots 5 and Tax Lot 4B, 416.79 feet to the Southwest corner of Tax Lot 5; said corner also being on said North right-of-way line of Schram Road; thence S87° 21’56”W on said North right-of-way line of Schram Road, 721.41 feet to the Southeast corner of Fase’s First Addition Replat 1; thence N02° 34’34”W on the East line of said Fase’s First Addition Replat 1, 327.85 feet to the Northeast corner of said Fase’s First Addition Replat 1; thence S87° 24’02”W on the North line of said Fase’s First Addition Replat 1, 180.15 feet to the Northwest corner of said Fase’s First Addition Replat 1; thence S02° 38’11”E on the West line of said Fase’s First Addition Replat 1, 328.01 feet to the Southwest corner of said Fase’s First Addition Replat 1, said corner also being on said North right-of-way of Schram Road; thence S00° 08’27”W on said North right-of-way line of Schram Road, 1006.63 feet to a point on the West line of said Southeast Quarter of Section 35; thence N03° 14’42”W on said West line of the Southeast Quarter of Section 35, 2641.51 feet to the Northwest corner of said Southwest Quarter of Section 35; thence S86° 54’59”E on the North line of said Southeast Quarter of Section 35, 2508.27 feet to the point of beginning.

A tract of land located in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 35, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, known as Tax Lot 5, described as follows:

Referring to the Southeast corner of said Section 35; thence due West (assumed bearing), along the South line of the Southeast Quarter of said Section 35, a distance of 361.05 feet, to the point of beginning; thence due West, along the South line of the Southeast Quarter of said Section 35, a distance of 383.00 feet; thence due North, a distance of 293.15 feet; thence due East, a distance of 325.21 feet; thence South 15° 53’ East, a distance of 184.20 feet; thence South 05’05’ East, a distance of 83.31 feet; thence due
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South, a distance of 33.00 feet, to the point of beginning;

Except that part thereof described as follows:

Referring to the Southeast corner of Southeast Quarter of said Section 35; thence Westerly, along the South line of said Southeast Quarter section, a distance of 361.05 feet, to the point of beginning; thence continuing Westerly, deflecting 00° 00'00", along the South line of said Southeast Quarter section, a distance of 112.03 feet; thence Northerly, deflecting 90° 01'51", a distance of 33.00 feet, to the existing Northerly County Road right-of-way line; thence Easterly, deflecting 68°44'11" right, a distance of 116.16 feet; thence Southerly, deflecting 106°09'03" right, a distance of 42.23 feet, to the existing Northerly County Road right-of-way line; thence Southerly, deflecting 05°04'55" right, a distance of 33.00 feet, to the point of beginning;

and, Except that part of thereof described as follows:

Commencing at the Southeast corner of said Section 35; thence on the South line of said Southeast Quarter, South 87° 21'56" West (assumed bearing), 361.17 feet; thence North 02°38'04" West, 33.00 feet, to a point on the North right-of-way line of Schram Road, said point also being the point of beginning; thence South 87°21'56" West, 383.00 feet; thence North 02°39'48" West, 17.00 feet; thence North 87°21'56" East, 381.60 feet; thence South 07°22'20" East, 17.06 feet, to the point of beginning;

Subject to public road right-of-way in the South 33.00 feet thereof;

and,

A tract of land located in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 35, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, known as Tax Lot 4B, described as follows:

From the Southeast corner of Section 35, Township 14 North, Range 11 East, 744.05 feet due West (South 90° West) (assumed bearing); thence North, 293.15 feet (North 00° East), to the point of beginning; thence North (North 00° East), 173.09 feet; thence East (North 90° East), 275.96 feet; thence South 15°53' East, 179.96 feet; thence West (South 90° West), 325.21 feet, to the point of beginning.

Said parcel also begin described as follows:

Tax Lots 4B and 5, located in the East half of the Southeast Quarter (E1/2 SE1/4) of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 35; thence Westerly, on the South line of said Southeast Quarter on an assumed bearing of South 87°21'56" West, 362.58 feet; thence North 02°38'04" West, 50.00 feet, to a point on the North right-of-way line of Schram Road, said point also being the Southeast corner of said Tax Lot 5, said point also being the point of beginning; thence South 87°21'56" West, on said North right-of-way line of Schram Road, said line also being the South line of said Tax Lot 5, 381.60 feet, to the Southwest corner of said Tax Lot 5; thence North 02°39'48" West, on the West line of said Tax Lot 5 and said Tax Lot 4B, 416.79 feet, to the Northwest corner of said Tax Lot 4B; thence North 87°23'49" East, on the North line of said Tax Lot 4B, 276.05 feet, to the Northeast corner of said Tax Lot 4B; thence Southerly, on the East line of said Tax Lot 4B and said Tax Lot 5, for the following three (3) described courses: (1) South 18°33'41" East, 383.91 feet; (2) South 07°52'39" East, 41.44 feet, (3) South 07°22'20" East, 25.51 feet, to the point of beginning.

Lot 1, in Farse's 1st Addition Replat 1, a Subdivision in Sarpy County, Nebraska, Except that part thereof more particularly described as follows:
Commencing at the South Quarter corner of Section 35, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska; thence on the South line of the Southeast Quarter of said Section 35; North 87°21'56" East (assumed bearing), 1,006.10 feet; thence North 02°38'04" West, 33.00 feet, to the North right-of-way line of Schram Road, said point also being the point of beginning; thence continuing North 02°38'04" West, 16.99 feet; thence North 87°21'56" East, 178.80 feet; thence South 02°34'34" East, 17.10 feet, to said North right-of-way line of Schram Road; thence on said North right-of-way line South 87°21'56" West, 179.78 feet, to the point of beginning.
EXHIBIT "B"

[Developer Property and Connection Points]
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EXHIBIT “C”

[Confidential Trade Secrets—County Sewer Capacity Available to Developer]
EXHIBIT "D"

[County regulations, ordinances or rules]
Board of County Commissioners Sarpy County, Nebraska

Resolution Revising Sewer Connection Fee Regulations and Sewer Connection Fee Schedule

Whereas, pursuant to Neb. Rev. Stat. § 23-104, 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 owns and operates sanitary sewers located within the County and charges and collects certain connection fees for construction, acquisition, retirement of debt, and other costs related to said sanitary sewers; and,

Whereas, a Resolution revising the Sewer Connection Fee Regulations and the Sewer Connection Fees was previously approved by the County Board via Resolution 2013-259; and,

Whereas, said Sewer Connection Fee Regulations and Sewer Connection Fees require modification from time to time to ensure that policies are clear and updated; and,

Whereas, the Sarpy County Planning and Building Department has proposed that Sarpy County amend the Sewer Connection Fee Regulations and the Sewer Connection Fees as specifically outlined in the Planning Department report, which is attached hereto and includes a red-line version in legislative format to specifically show the proposed changes, said Planning Department report and all attachments to same are attached hereto and known as Exhibit "A".

Now, therefore, be it resolved by the Sarpy County Board of Commissioners that this Board after due deliberation and consideration, adopts the proposed amendments to the Sarpy County Sewer Connection Fee Regulations and the Sarpy County Sewer Connection Fees and directs the Planning Department to amend the same, which amended documents are attached hereto as Exhibit "B" and that the same have full force and effect of law, the effective date of the aforementioned Sewer Connection Regulations and the Sewer Connection Fees shall be the 1st day of July, 2016.

Further be it resolved that the regulations enacted by this Resolution are intended to be a complete revision of the existing Sarpy County Sewer Connection Fee Regulations and the Sarpy County Sewer Connection Fees, and all previous Resolutions or parts of Resolutions of the Sarpy County Board of Commissioners on said subjects or in conflict with the provisions of this Resolution are hereby repealed.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of July, 2015.

[Signatures]

Sarpy County Board Chairman

[Seal]

County Clerk
MEMORANDUM
July 21, 2016

TO: Sarpy County Board of Commissioners & Sarpy County Clerk

FROM: Nicole O'Keefe, Deputy Sarpy County Attorney

RE: Proposed Text Amendments to the Sarpy County Sewer Connection Fee Regulations

There are proposed text amendments to the Sarpy County Sewer Connection Fee Regulations on the July 26, 2016 County Board agenda. The Resolution for the text amendments references an “Exhibit B”. Should the County Board approve any text amendments to the Sarpy County Sewer Connection Fee Regulations, Exhibit B shall be the Sarpy County Sewer Connection Fee Regulations as amended. Thus Exhibit B is not currently attached to the Resolution, but will be the complete Sarpy County Sewer Connection Fee Regulations with any and all amendments made by the County Board at the July 26, 2016 meeting. Please contact me with any questions.
EXHIBIT A
Planning Department Report
County Board Date: July 26, 2016

<table>
<thead>
<tr>
<th>Subject</th>
<th>Type</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to the Sarpy County Sewer Connection Fee Regulations - implementing fee structure for sewer connections within southern Sarpy County in the Platte River Watershed (south of the ridgeline) and revising the Planning and Building Department Master Fee Schedule.</td>
<td>Resolution</td>
<td>Bruce Fountain, AICP, EDFP Director, Planning &amp; Building Dept.</td>
</tr>
</tbody>
</table>

➢ **Background and Analysis:**

Staff is recommending an amendment to the Sarpy County Sewer Connection Fee Regulations in order to implement a fee structure for sewer connections within the southern Sarpy County in the Platte River Watershed. The amendment provides a separate fee chart for this area based on the recommendations in the Southern Ridge Wastewater Treatment Study Phases 1A and 1B completed by HDR. These fees would be assessed to any developments taking place south of the ridgeline as of the effective date of this Resolution.

Redlined copies of the regulations are attached to the proposed Resolution. If approved, the amended Sewer Connection Fee Regulations would become part of the Sarpy County Planning and Building Department Master Fee Schedule.

**Please Note:** The proposed changes include striking a sentence within regulation #4. The removal of the sentence was approved at Resolution 2013-259, but due to an editing error, it was mistakenly added back into the official document. It appears there were no complications due to the editing error, however, it will now be removed.

➢ **Staff Recommendation:**

Staff believes that the proposed amendment is necessary in order to begin collecting sewer connection fees from development south of the ridgeline. These fees will be required in order to begin design and construction of future sanitary sewer systems to serve the area.

Therefore, **staff recommends APPROVAL** of the amendment to the Sarpy County Sewer Connection Fee Regulations as proposed.
SARPY COUNTY PLANNING AND BUILDING DEPARTMENT
SEWER CONNECTION FEE REGULATIONS

JULY 26, 2016

The attached fee schedule shall apply for the issuance of a permit to connect to the Sarpy County Interceptor Sewer, subject to the following rules of interpretations.

1. A structure or parcel of property acquires the right to connect to the Sarpy County Interceptor Sewer upon payment of the applicable fee, and the signing and approval of applicable agreements with the appropriate governmental entities. This right is subject to any specific conditions of the permit for such connection. The right to connect runs with the realty and/or the structure for which the permit is issued and fee paid. Fees may be due prior to the filing of the final plat, prior to issuance of the building permit, prior to physically connecting to the sewer, or any combination of these three events, as detailed in the attached schedules.

2. An additional fee shall be required for the expansion of existing facilities requiring a building permit for commercial, industrial and institutional properties if the expansion will take place outside the area that the original building permit connection fees were paid for, even if additional sewer connection is not required.

3. For existing development with existing structures, fees are payable only for actual connection with the Sarpy County Interceptor Sewer.

4. All payments shall be made through the Planning and Building Department of Sarpy County.

5. Commercial, industrial and institutional fees are paid on a per acre basis for the entire parcel. If applicant does not desire to pay a sewer fee on the entire parcel, said area may be replatted into smaller parcels, if done in a manner which complies with the then existing and applicable zoning and subdivision regulations. For parcels that are not platted, the entire sewer connection fee shall be due at the time of issuance of the permit.

6. Physical connection to the Sarpy County Interceptor Sewer, or to any sewer line that drains into the Sarpy County Interceptor Sewer, will not be allowed until: 1) the payment of any fees due to Sarpy County and/or any other governmental entity have been paid, and; 2) any and all required connection agreements have been signed by all parties. The required connection agreements may include waste water sewer agreements with Sarpy County, the City of Omaha, and other applicable governmental entities. Any connection that violates this provision shall be subject to a penalty of 10% of the applicable fee, and will be disconnected until brought into compliance.

7. Connection to the Sarpy County Interceptor Sewer obligates the connecting party to pay ongoing flow charges for the treatment of the sewage entering the sewer, and for the ongoing maintenance of the Sarpy County Interceptor Sewer. Failure to pay flow charges on a timely basis shall subject the offending party to disconnection, as well as any other lawful remedies necessary to recover past due charges.
<table>
<thead>
<tr>
<th>Type</th>
<th>Plat Fee</th>
<th>Building Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><em><em>A. Residential: Single, Duplex</em>, Mobile Home</em>*</td>
<td>$800</td>
<td>$800 if platted and plat fee has been paid $1,600 if property has not been platted</td>
</tr>
<tr>
<td><strong>B. All other residential (per living unit)</strong></td>
<td>$540</td>
<td>$540 if platted and plat fee has been paid $1,080 if property has not been platted</td>
</tr>
<tr>
<td><strong>C. Commercial, Industrial, Institutional (per acre)</strong></td>
<td>$5,500</td>
<td>$5,500 if platted and plat fee has been paid $11,000 if property has not been platted</td>
</tr>
</tbody>
</table>

*Fee is for each living unit

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</tr>
</thead>
<tbody>
<tr>
<td><em><em>A. Residential: Single, Duplex</em>, Mobile Home</em>*</td>
<td>$1,750</td>
<td>$1,750 if platted and plat fee has been paid $3,500 if property has not been platted</td>
</tr>
<tr>
<td><strong>B. All other residential (per living unit)</strong></td>
<td>$1,490</td>
<td>$1,490 if platted and plat fee has been paid $2,980 if property has not been platted</td>
</tr>
<tr>
<td><strong>C. Commercial, Industrial, Institutional (per acre)</strong></td>
<td>$8,750</td>
<td>$8,750 if platted and plat fee has been paid $17,500 if property has not been platted</td>
</tr>
</tbody>
</table>

*Fee is for each living unit
Sarpy County Ridgeline

Legend
- Current ETJ
- Drainage Ridgeline
- Municipal Boundaries

Map Created 7-21-2016
EXHIBIT “E”

[SAMPLE RELOCATION AGREEMENT]

THIS RELOCATION AGREEMENT is entered into this ____ day of __________, 20___ (the “Effective Date”) by and between the County of Sarpy, Nebraska, a Political Subdivision (“County”) and ______________, a Delaware limited liability company (“Developer”). County and Developer are sometimes referred to each as a “Party” or collectively as the “Parties.”

WHEREAS, County owns and operates an existing sewer line and related facilities (the “Sewer Line”) over and through a portion of certain property that Developer owns and intends to develop which is more specifically described on Exhibit “A” attached hereto and made a part hereof (the “Developer Property”); and

WHEREAS, Developer has requested the relocation of the Sewer Line and County has agreed to the relocation of the Sewer Line, subject to the terms and conditions set forth herein; and

WHEREAS, once the Sewer Line is relocated County has agreed to vacate the current location of the Sewer Line and Developer has agreed to provide County, at no cost to County, a Sewer Easement reflecting the new location of the Sewer Line and the _______ foot wide easement area through which it extends.

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter set forth, it is agreed by and between County and Developer as follows:

1. PLANS. Subject to the terms set out in this Agreement, the Parties agree that Developer, through a contractor selected by Developer, shall relocate the Sewer Line to a new site on the Developer Property (“Relocated Sewer Line”) as generally and initially shown and described on Exhibit “B” attached
hereto and made a part hereof (the "Sewer Line Relocation Area"). The Parties further agree that Exhibit “B” may not reflect the final placement of the Relocated Sewer Line within the Sewer Line Relocation Area. County and Developer agree that the final design and specifications for the Sewer Line Relocation Area shall be subject to the mutual approval of both County and Developer; provided, however, the plans and specifications for the Relocated Sewer Line shall be substantially the same as for the existing Sewer Line and no increase in sewer capacity, over engineering, or upgrades shall be required by County. Developer agrees to pay and shall be responsible for the total cost related to the Relocated Sewer Line and related facilities (including but not limited to materials, labor, insurance, incidentals, third-party engineering and all other costs and expenses relating thereto. Developer shall also be solely responsible for all survey, environmental review, and title review costs associated with the due diligence and planning for the Sewer Relocation Area and the Relocated Sewer Line.

2. IMPLEMENTATION. Subject to the terms set out in this Agreement, Developer shall construct the Relocated Sewer Line within the Sewer Line Relocation Area and, if elected by Developer upon acceptance of the Relocated Sewer Line by County and upon operation of the Relocated Sewer Line, may remove the existing Sewer Line, abandon it in place, or utilize it as part of a private sewer within the Developer Property. Developer further agrees to complete such relocation work and construction of the Relocated Sewer Line in compliance with the applicable County regulations, as well as all applicable statutes, rules and regulations of all federal, state and local governmental entities having jurisdiction. Developer shall use reasonable efforts to keep County informed regarding the progress and status of the relocation work which shall be subject to County inspections. Upon completion of the Relocated Sewer Line and final approval by County, Developer shall dedicate the Relocated Sewer Line to County together with a Sewer Line Easement _____ feet in width, free and clean of any liens or encumbrances after which
the Relocated Sewer Line shall be owned and operated by County as part of the Sarpy Sewer. Final inspection of the Relocated Sewer Line shall be conducted in the same fashion as other inspections within the Sarpy Sewer are conducted regarding sewer line construction and final approval by County shall not be unreasonably denied, delayed, or conditioned.

3. NO 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 Developer nor between any officer, employee, contractor or representative of County or Developer. No joint employment or co-employment is intended or created by this Agreement for any purpose. County and Developer agree to so inform their respective employees, agents, contractors and subcontractors, who are involved in the implementation of or construction under this Agreement.

4. DEFAULT. If any Party defaults in the performance of any provision contained herein, the non-defaulting Party shall have all remedies available at law or equity, including, without limitation, the remedy of specific performance, to the extent available. No remedy shall exclude any other remedy. All remedies shall be cumulative. County understands and agrees that relocation rights regarding the Sewer Line is of utmost importance to Developer and accordingly if Developer fulfills its obligations under this Relocation Agreement, County warrants that it shall timely and faithfully perform all duties and obligation as described herein.

5. NOTICES. All notices and communications required or permitted to be given hereunder shall be in writing and mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:
Notice shall be deemed to have been given upon receipt or refusal.

6. AUTHORITY. Each Party represents to the other that this Agreement and all documents to be executed in connection herewith, have been duly authorized, and each Party has the corporate power necessary for, the execution and delivery of each of such documents and the performance of their respective terms and the individuals executing this Agreement and all other documents to be delivered hereto on behalf of the applicable Party hereto have been duly appointed and authorized to do so.

7. JURISDICTION. This Agreement shall be construed under the laws of the State of Nebraska.

8. ENTIRE AGREEMENT. This Agreement together with the Agreement for Sewer Connection and Wastewater Service between the Parties dated the _____ day of _____________, 2018, constitute the entire agreement between the Parties hereto concerning the subject matter hereof. Nothing herein affects or is intended to affect the terms of any prior agreements among the parties and all such agreements remain in full force and effect.

9. EXECUTION. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

10. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
Entered into as of the day, month, and year first above written.

Developer:

By:______________________________

Name: _________________________

Title: __________________________

County of Sarpy, Nebraska

By: ____________________________

Name: _________________________

Title: __________________________
EXHIBIT A
(The Developer Property)
EXHIBIT B

(Sewer Line Relocation Area)