RESOLUTION APPROVING AGREEMENT FOR SEWER CONNECTION AND WASTEWATER SERVICE WITH RAVEN NORTHBROOK LLC FOR THE SARPY COUNTY POWER PARK WEST AMENDED

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, an agreement has been proposed with Raven Northbrook LLC for the payment of connection fees for the proposed 143.947 acres of land to be platted under the City of Papillion jurisdiction as the Sarpy County Power Park West as legally described and set forth in the forgoing Agreement, a copy of which is attached hereto; and

WHEREAS, the Effective Date of the Agreement shall be that date at which the Developer, Raven Northbrook, LLC closes on the purchase of the property known as the Sarpy County Power Park West, which is expected to occur on or before December 31, 2017.

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 Raven Northbrook LLC, a copy which is attached hereto, is hereby approved subject to the following condition:

1. Without additional action by the County Board, approval of this Resolution 2016-452 shall become void on January 1, 2018 if Raven Northbrook, LLC has not submitted written documentation of its purchase of the property to be known as Sarpy County Power Park West.

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 20TH day of December, 2016.

Chairman, Sarpy County Board

Sarpy County Clerk

Attest

SEAL
MEMORANDUM
December 19, 2016

TO: Sarpy County Commissioners
FROM: Nicole O’Keefe, Deputy Sarpy County Attorney
RE: Sewer Agreements with Raven Northbrook LLC

Raven Northbrook LLC (Raven) plans to build data centers on the west and east sides of Highway 50 and Capehart Road. Two sewer connection agreements (Agreements) have been placed on the December 20, 2016 County Board Agenda. The effective date within each Agreement, is related to the closing date on each parcel. In order that the Agreements are not hanging out in limbo for years on end, within each resolution I added conditional approval language requiring Raven to show proof of the closing of the properties on or before July 1, 2017 or the County’s approval of each Agreement is void. Raven has requested that this date be changed to December 31, 2017 in order to allow Raven a sufficient buffer time to close on the properties. Thus each resolution has been amended with the date change described above.

Additionally, there are some non-substantive changes which have been edited in the Sarpy County Power Park East Agreement. Specifically the word “section” has been changed to “paragraph” throughout the document. This was an error that was not caught until this weekend. I am submitting an amended version of the Sarpy County Power Park East Agreement with the referenced non-substantive changes for signing and approval.
AGREEMENT FOR SEWER CONNECTION AND WASTEWATER SERVICE BETWEEN COUNTY OF SARPY, NEBRASKA AND RAVEN NORTHBROOK LLC

THIS AGREEMENT dated as of the 11th day of January, 2017, by and between Raven Northbrook 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 as the “Parties.”

WITNESSETH THAT:

WHEREAS, Developer has constructed or is contemplating construction of sanitary sewers within that certain real property described and depicted on Exhibits A-1 and A-2 hereto; and,

WHEREAS, County owns and operates Sarpy County Industrial Sewer (hereinafter “Sarpy Sewer”) in the Platte River Watershed 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,

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; and,

WHEREAS, Developer, either directly or through an affiliated entity, intends to purchase a parcel of land consisting of approximately 143.947 acres in Sarpy County, Nebraska, legally described and set forth in the attached Exhibit A-1 (hereinafter “Development Area”) and generally depicted in the attached Exhibit A-2. Developer intends to construct a multi-year large-scale project which may include multiple phases (including, without limitation, those certain phases of development referred to by Developer as “Phase I”, “Phase II”, “Phase III” and “Phase IV”) extending over a period of years with the uses of one or more buildings for a data center and related commercial uses (hereinafter “Project”). Developer desires to connect the sewer and water system within the Development Area with the sewer system of County shown on Exhibit “B-1”; and,

WHEREAS, Developer desires to provide for the flow, transportation, and handling of sewage collected in or flowing into the sanitary sewer system 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 sewage 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 sewage of Developer 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 and by Interlocal Agreements with the City of Omaha.

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

   c. **Development Area.** The term “Development Area” shall mean approximately 143,947 acres of land as described on Exhibit A-1 attached hereto.

   d. **Effective Date.** The term “Effective Date” shall mean the date on which Developer closes on the purchase of the Development Area, and this Agreement shall not be binding on Developer until such date.

   e. **Outfall Sewer Line.** The term “Outfall Sewer Line” shall mean that sewer line extending from the Development Area to the Sarpy Sewer as shown on Exhibit B-1. Once constructed and accepted by County, the Outfall Sewer Line shall become part of the Sarpy Sewer.

   f. **Sanitary Sewer System.** The term “Sanitary Sewer System” shall be deemed to include all wastewater systems and sanitary sewer systems on the Development Area.

   g. **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 and sanitary sewage. The Proposed Sarpy Sewer and the Outfall Sewer Line are identified and shown on Exhibit “B-1”, which show the general location of the proposed lines and shall not bind County to any specific location.

   h. **Wastewater.** The term “Wastewater” shall include, but not be limited to, wastewater and sanitary sewage.

2. **Permission to Connect.** Subject to the conditions and provisions hereinafter specified, the County hereby grants permission to Developer to connect the Sanitary Sewer System to the Sarpy Sewer at the connection point shown on Exhibit “B-1”. County’s approval is limited to the Development Area and those connection points shown on Exhibit B-1.
a. County shall design and construct the Outfall Sewer Line. Developer has the right to review and provide timely comment on plans and specifications. Developer shall reimburse County for the cost of the design, equipment, construction, and installation of said Outfall Sewer Line, which shall be part of the Sarpy Sewer and the sole property of County. Parties agree to divide equally the cost of acquiring an additional seventeen (17) feet of right of way on the east side of 150th Street between the Development Area and the Sarpy Sewer shown on “Exhibit B-1”, and any construction easements for the installation of the Outfall Sewer Line. Developer shall pay County within thirty (30) days of receipt of invoice for said Outfall Sewer Line.

b. Such connection shall be made in such a manner shown on plans to be submitted by Developer and approved by County.

c. Development and connection to the Sarpy Sewer for Developer’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 service agreement. 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 such manhole shall be as approved by the County engineer.

3. **Developer Covenants.** Developer expressly promises, covenants and agrees:

a. The Sanitary Sewer System 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 pursuant to the Subdivision Agreement Developer is required to enter into with City, 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 Sanitary Sewer System prior to construction and connection to the Sarpy Sewer. The design criteria used by Developer shall meet or exceed the standards of the City of Omaha Standard Specification for Public Works Construction, 2014 Edition and the applicable 2014 City of Omaha sewer construction standard plates.

c. The Sanitary Sewer System 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 Sanitary Sewer System.

d. Wastewater flowing into, passing through, or emptied into the Sarpy Sewer from the Sanitary Sewer System 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.
e. Developer, upon reasonable notice (which in no event shall be less than two (2) business days except in the case of an emergency threatening imminent danger of physical harm to persons or property), 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. Any such entry shall be subject to Developer’s regular safety and security measures including but not limited to a requirement that all parties entering the Development Area execute Developer’s standard confidentiality agreement.

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

g. In the event that County discovers anything in the construction, maintenance, or operation of the Sanitary Sewer System 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 will, upon written notice thereof, promptly correct said defects.

h. In the event Developer for any reason fails in any respect as to its covenants contained in this Paragraph 3, then County may, at its option, with notice to Developer, perform such maintenance and repair or correct such defects. 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.

i. Except 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. For the avoidance of doubt, development of buildings in Phases II, III and/or IV of the Project and connection of the same to the Sarpy Sewer shall not trigger the provisions of the subparagraph.

j. 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 6, infra, hereinafter made and adopted by County. 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 non-governmental commercial users of the Sarpy Sewer.

k. Developer cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Development Area will depend upon numerous factors outside of the control of Developer, such as market orientation and 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.

I. During construction of Phase I of the Project Developer shall hold periodic, timely construction coordination meetings with County’s engineers.

4. **Capacity Reservation**: To ensure that the Sarpy Sewer will have sufficient capacity to receive Wastewater from the Project as the Project develops, thus ensuring that Developer may operate and expand the Project as it presently anticipates, County hereby guarantees and reserves the Sewer Capacity Reservation (as defined below) for the exclusive use by the Project. The total sewer capacity reservation for the Project in the Sarpy Sewer is 120,000,000 gallons per year at a maximum flow rate of 800 gallons per minute (the “Sewer Capacity Reservation”), which Developer anticipates will become necessary in the following stages of the Project:

   a. Phase I – 30,000,000 gallons per year (the “Phase I Reservation”);
   b. Phase II – 60,000,000 gallons per year (the “Phase II Reservation”);
   c. Phase III – 90,000,000 gallons per year (the “Phase III Reservation”); and
   d. Phase IV – 120,000,000 gallons per year (the “Phase IV Reservation”).

Within fourteen (14) months after Developer pays the last of the connection fees pursuant to Paragraph 4, below, County shall cause the Project to be served by the Sarpy Sewer with the requisite aggregate volume of sewer services (all phases), in accordance with the maximum Sewer Capacity Reservation by extending the Sarpy Sewer to the connection point identified in Paragraph 2, above, and as shown on Exhibit B-1, in accordance with this Agreement. Developer shall not be obligated to pay for or reimburse County for construction or installation of the Sarpy Sewer except for the Outfall Sewer Line as discussed in Paragraph 2, above. 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 Phase I Reservation, Phase II Reservation, Phase III Reservation and/or the Phase IV 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 agree to 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. Developer acknowledges that County (1) intends to connect the area in which the Development Area is located to the South Sarpy Sewer referenced in paragraph 11 below, and (2) until such time as the South Sarpy Sewer is constructed and serving the Sanitary Sewer System, will construct and operate “buffering” facilities as needed to ensure that the County is capable of satisfying its obligations to provide sewer service to the Development Area as provided herein notwithstanding future land development in the area that is served by the lift station serving the Sanitary Sewer System. County shall timely construct and operate such
buffering facilities, provided, that the design and location of such facilities shall be subject to Developer’s reasonable approval and that in no event shall they be located on the Development Area. Developer shall reimburse County for fifty percent (50%) of the cost of constructing and implementing such a buffering system, payable upon completion and successful commissioning of the buffer system, provided that in no event shall Developer’s liability for the same exceed Three Hundred Thousand Dollars ($300,000) in total.

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, including without limitation this paragraph 4, shall be interpreted as obligating or otherwise requiring Developer to construct any Phase of the Project

5. **Connection Fees.** The Development Area shall be subject to the Sarpy County Sewer Connection Fee Regulations and Sewer Connection Fee Schedule (hereinafter “Sewer Regulations”). Said Sewer Regulations require, and Developer shall pay, $8,750.00 per platted acre due at the time the final plat is signed by all parties, and $8,750.00 per gross acre on the buildable lot due at the time Developer submits its building permit application. It is expected the total acres to be included in the final plat will be at least 143 acres and the total acres for buildable lots to be included in the building permit application will be at approximately 134 acres. Notwithstanding the foregoing or anything to the contrary herein, County hereby acknowledges and agrees that the foregoing fees due at the time of building permit application shall be calculated using only acreage for buildable lots (and specifically excluding unbuildable outlots) of the Development Area. 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, subject to the foregoing agreement regarding fee calculations, to collect all connection charges and fees as required by County regulations, ordinances or rules, as specifically set forth on Exhibit C hereto, subject to periodic adjustment as provided by law. The Parties acknowledge that additional sewer connection 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, each of which are detailed in Exhibit “C”, attached. 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 non-governmental commercial users of the Sarpy Sewer.

6. **Service Fees.** Charges for retail flow and customer charges (treatment and maintenance) for all customers within the Development Area shall be based upon discharge from the Development Area into the Sarpy Sewer, as determined by one or more discharge meters meeting reasonable accuracy and reliability standards of County and, if applicable, the City of Omaha, which meters shall be furnished, installed and maintained by Developer at its sole expense. Meters shall be installed and in working order prior to Developer’s use of the Sarpy Sewer. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. In no event shall Developer be charged service or other sewer related fees by the County in excess of the lowest rates paid by other non-governmental commercial users of the Sarpy Sewer.
7. **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 Sewer System to the point of connection to the Sarpy Sewer. 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.

8. **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.

9. **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 the Sanitary Sewer System is first connected to and put in service on the Sarpy Sewer, the date 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 Capacity Reservation unless Developer determines in its sole and absolute discretion that a specific portion thereof will not be needed for any as yet unbuilt phases of the Project.

10. **Disconnections and Termination.** Following Developer’s notice to the County that it will commence using the Phase I Reservation and the initial connection of the Development Area to the Sarpy Sewer, should Developer cease to use for a period in excess of two (2) years or provide written notice to County of its election to cease to use the Sanitary Sewer System connected to the Sarpy Sewer, Developer shall disconnect the same at its expense or failing that, County may disconnect the same and make a claim for the expense of Developer. County acknowledges that the Sarpy Sewer is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage 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 sewage 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 sewage service and the appropriate rates pertaining thereto. Developer may elect to terminate this Agreement at any
time without penalty or payment of any kind, other than paying the reasonable expense of disconnect from the Sarpy Sewer and any remaining sewer use fees due and owing to County.

11. **South Sarpy Sewer 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 “South Sarpy Sewer System”. At County's exclusive option, County may choose to connect the Sarpy Sewer to the future South Sarpy Sewer System, provided County shall impose no new 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 South Sarpy Sewer System. The County may enact charges and restrictions uniformly applicable to all other users of the South Sarpy Sewer 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 South Sarpy Sewer System and this Agreement shall remain in full force and effect.

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

13. **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. 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 establish temporary alternative mechanisms to provide sewer services, until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, County agrees to use reasonable efforts under the circumstances to restore sewer services at the levels required under the Sewer Capacity Reservation. A “Service Interruption” shall be deemed to have occurred if County is temporarily or indefinitely unable to accept sewage from Developer’s connections. If the Sarpy Sewer is unable to temporarily accept sewage from Developer connections, said temporary interruption of service shall not excuse Developer from the payment of fees as described in paragraph 6, provided the interruption does not exceed 36 hours and the County provides Developer with adequate alternative waste water disposal service for the duration of the interruption that exceeds the first 36 hours. 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.

14. **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, 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 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 five (5) business days following the Force Majeure event.

15. **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.

16. **Change in Ownership.** In the event of any change in the control or ownership of the sewer system of Developer 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.

17. **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 case of a breach of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Sanitary Sewer System, Developer shall, within sixty (60) days from receipt of County’s written 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, County may:

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

18. **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 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 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 propose 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 the event County shall fail to cure any breach within the applicable time and manner set out above, Developer 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 County, as the case may be, in either of which events County shall reimburse Developer for any and all expenses incurred by Developer in connection therewith.

d. 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.

19. **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.

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

21. **Acknowledgment.** Parties acknowledge that the Sanitary Sewer System 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.

22. **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.

23. **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. County covenants and agrees not to pass or adopt any resolution, ordinance, regulation, rule or policy after the date of this Agreement if the effect or intent thereof would be to disproportionately and negatively impact the timing, economic feasibility or operational feasibility of the Project in its various phases as compared to other persons or entities within County’s jurisdiction.

24. **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.

25. **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.

26. **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.

27. **Conflicts.** Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2012), 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.

28. **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

**Developer:**
Raven Northbrook, LLC  
c/o McGrath North Mullin & Kratz, PC LLO  
1601 Dodge Street, Suite 3700  
Omaha, NE 68102  
Attention: Lee Hamann or David Madden

29. **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.

30. **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 pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed.

31. **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.
32. **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.

33. **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 Developer, nor between County and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. If enquiry is made, Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

34. **Titles.** The titles used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

35. **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.

36. **Mortgagee Rights.**

   a. Encumbrances on the Development Area. The Parties hereto agree that this Agreement shall not prevent or limit Developer from encumbering the Development Area or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing (“Mortgage”) with respect to the construction, development, use or operation of the Project and parts thereof. County acknowledges that the lender(s) providing such Mortgages may require certain Agreement interpretations and modifications and agrees, upon request, from time to time, to meet with Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

   b. Mortgagee Not Obligated. Notwithstanding the provisions of this Paragraph 36, the holder of a Mortgage (a "Mortgagee") shall not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance.

   c. Mortgagee's Notice and Cure Rights. The Mortgagee of any Mortgage or deed of trust encumbering the Development Area, or any part or interest thereof, that has submitted a request in writing to County in the manner specified herein for giving notices shall be entitled to receive written notification from County of any notice of non-compliance by Developer in the performance of Developer's obligations under this Agreement. If
County timely receives a request from a Mortgagee requesting a copy of any notice of non-compliance given to Developer under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of non-compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance for a period of one hundred twenty (120) days after the Mortgagee receives such written notice.

d. Disaffirmation. If this Agreement is terminated as to any portion of the Development Area by reason of (i) any default or (ii) as a result of a bankruptcy proceeding of Developer, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for Developer or its property, County, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Development Area with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or County to enter into a new development agreement pursuant to this subparagraph.

e. Estoppel Certificate. Upon request by Developer or Mortgagee, County shall deliver a signed estoppel certificate in form and substance reasonably satisfactory to the requesting party certifying that to the best of County’s knowledge Developer is in compliance with the terms of this Agreement or, if not, state the particulars in which Developer has failed to comply along with other factual information requested by Developer, and deliver the same to the requesting party (and Developer, if Developer did not make the request) within ten (10) business days following the request.

[Signatures on Following Pages]
IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed on the dates indicated with the signatures below.

Executed by the County of Sarpy, Nebraska, this 20th day of December, 2016.

SARPY COUNTY, NEBRASKA

BY: Don Key
Chairman of Board of Commissioners

Approved as to form:

Sarpy County Attorney
Executed by Developer this 11 day of January, 2017.

Raven Northbrook LLC,
a Delaware limited liability company:

By: ________________________________
Name: Susan Robles
Its: President
LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ON THE NORTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N66°56'11"E, 2420.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 144TH STREET/HIGHWAY 50; THENCE SOUTHERLY ON SAID WEST RIGHT-OF-WAY LINE OF 144TH STREET/HIGHWAY 50 FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES; (1) S02°35'51"E, 629.13 FEET; (2) S00°40'59"W, 475.95 FEET; (3) S01°44'30"E, 522.25 FEET; (4) S03°29'38"E, 948.58 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE S87°15'14"W ON SAID NORTH RIGHT-OF-WAY LINE, 263.07 FEET; THENCE S50°51'24"W ON SAID NORTH RIGHT-OF-WAY LINE, 62.35 FEET; THENCE S02°47'03"E ON SAID NORTH RIGHT-OF-WAY LINE, 33.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE S86°59'04"W ON SAID SOUTH LINE, 2043.06 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE N03°38'35"W ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 2641.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 6,270,357.68 SQ. FT. OR 143.948 ACRES MORE OR LESS.
EXHIBIT C

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 3rd 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, 2016.

Sarpy County Board Chairman

[Signature]

COUNTY SEAL
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

Subject | Type     | By                           
--------|----------|------------------------------
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. | Resolution | Bruce Fountain, AICP, EDFP Director, Planning & Building Dept.

➢ **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.
### SEWER CONNECTION FEES
**PAPIO-MISSOURI RIVER WATERSHED**  
(NORTHERN SARPY CO.)  
**JULY 26, 2016**

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<th>Classification</th>
<th>Plat Fee</th>
<th>Building Permit Fee</th>
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<tr>
<td>A. Residential: Single, Duplex*, Mobile Home</td>
<td>$800</td>
<td>$800 if platted and plat fee has been paid</td>
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<tr>
<td></td>
<td></td>
<td>$1,600 if property has not been platted</td>
</tr>
<tr>
<td>B. All other residential (per living unit)</td>
<td>$540</td>
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<td></td>
<td>$1,080 if property has not been platted</td>
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<tr>
<td>C. Commercial, Industrial, Institutional (per acre)</td>
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<td></td>
<td></td>
<td>$11,000 if property has not been platted</td>
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</tbody>
</table>

*Fee is for each living unit

### SEWER CONNECTION FEES
**PLATTE RIVER WATERSHED**  
(SOUTHERN SARPY CO.)  
**JULY 26, 2016**

<table>
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<th>Classification</th>
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<tbody>
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<td>B. All other residential (per living unit)</td>
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<td>$17,500 if property has not been platted</td>
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*Fee is for each living unit