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Filing Fee: \$622.00



Instrument #: 202622264

Date: Wed Sep 16 15:42:32 CDT 2026

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RETURN TO: Martin P. Pelster, Esq.
Croker Huck Law Firm
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

COVER PAGE FOR SUBDIVISION AGREEMENT FILING

SUBDIVISION AGREEMENT

Lots 1-94 and Outlots A-G, Springview

THIS AGREEMENT, made and entered into this 21st day of August, 2026, among MDC PMG LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO 387 of SARPY COUNTY, NEBRASKA, (hereinafter referred to as "District"), SPRINGVIEW HOMEOWNERS ASSOCIATION INC., (hereinafter referred to as "Association"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska, (hereinafter referred to as "City"). Collectively, Subdivider, District, Association, and City are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Subdivider is the owner of the parcel of land outside the corporate limits of the City but within the City's zoning and platting jurisdiction shown on the Final Plat attached hereto as Exhibit "A" (hereinafter defined as "Development Area"), known as Springview. The Development Area is located within the corporate limits of Sanitary and Improvement District No. 387 in Sarpy County, Nebraska, which is within with the City's zoning and platting jurisdiction; and

WHEREAS, the Subdivider proposes that the District will build public improvements in the Development Area; and

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the Development Area, to the sewer system of the City; and

WHEREAS, the Subdivider and the District wish to connect the system of water mains to be constructed by the District, within the Development Area, to the water supply system of the City; and

WHEREAS, Subdivider and City wish to agree regarding the maintenance of lots within the District; and

WHEREAS, Subdivider has created the Springview Homeowners Association, Inc. comprised of the property owners of Lots 1-94 and Outlots A-G, inclusive; and

WHEREAS, Lots 1-94 will be developed as single-family dwellings; and

WHEREAS, the parties wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area and the extent to which the contemplated public improvements specially benefit property in the Development Area or property adjacent thereto, and to what extent the cost of same shall be specially assessed or deemed to be of general benefit to the property within the District; and

WHEREAS, Subdivider, District, Association, and City agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION I DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. "City Council" shall mean the City Council of the City of Springfield, Nebraska.
- B. "Comprehensive Plan" shall mean that certain Comprehensive Plan adopted on May 20, 2025, by the City Council as Ordinance No. 1188.
- C. "Cost" or "Entire Cost," being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.

- D. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless approved in writing by City.
- E. "Final Plat" shall mean the final plat of the Springview subdivision, a copy of which is attached as Exhibit "A" hereto and hereinafter defined as "Development Area."
- F. "General Obligation" shall mean the Entire Costs that are not specially assessed or which are designated as a general obligation of the District in Section VI.
- G. "Lead Agent" shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing a particular Public Improvement or responsible for engaging a qualified contractor or subcontractor to perform such responsibilities.
- H. "Property Benefited" shall mean the property within the Development Area which constitutes building sites. Outlots A-G are undeveloped areas and therefore are not building sites.
- I. "Public Improvements" shall mean the improvements to the Property Benefited as described in Section IV of this Agreement.
- J. "Road Agreement" shall mean that certain Agreement by and between Subdivider and Sarpy County for the Road Improvements.
- K. "Road Improvements" shall mean the improvements or modifications to the roads described in the Road Agreement.
- L. "Street Intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- M. "Subdivision Regulations" shall mean the subdivision regulations adopted by the City on May 1, 2018, as Ordinance No. 976, along with adopted amendments through the date of this Agreement.

SECTION II

PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. 2026-15 on April 7, 2026, effective immediately upon adoption, which

resolution (a) confirmed the City Council's approval of this Agreement and the City Council's findings that the provisions of this Agreement are consistent with the Comprehensive Plan and (b) authorized the execution of this Agreement. The City represents and warrants to the Subdivider, District and Association that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

The District, after conducting a duly-noticed public meeting, approved this Agreement and authorized the execution of this Agreement. The District represents and warrants to the Subdivider, Association and City that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the District.

The Association, after conducting a duly-noticed public meeting, approved this Agreement and authorized the execution of this Agreement. The Association represents and warrants to the Subdivider, District and City that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the Association.

SECTION III EFFECTIVENESS OF THE AGREEMENT

The effectiveness of this Agreement to bind the Subdivider, District, Association and Property Benefited shall be contingent upon the recordation of the Final Plat; provided, that nothing in this Agreement shall be deemed to obligate the Subdivider to so record the Final Plat.

SECTION IV PUBLIC IMPROVEMENTS

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will contemporaneously with the filing of the Final Plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts. District shall also provide and deliver to the City written confirmation of a binding bond, escrow or security agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the required improvements set forth herein:

- A. Grading. Grading of street right-of-way shall be completed by Subdivider/District. The Development Area shall be graded as shown on the Grading Exhibit prepared by Lamp Rynearson attached hereto as Exhibit "C." Further, grading shall be done in conformance with City regulations, inclusive

of payment of permit fees when a grading permit is required under said regulations.

- B. Interior Street Paving. Construction of concrete paving of all streets dedicated pursuant to the Final Plat (Exhibit "A"); all of said paving to be twenty-eight (28) feet in width, except for those streets with a width greater than twenty-eight (28) feet, which streets shall be extra-width paving, if any (approved by the City), as shown on paving plans prepared by Lamp Rynearson, copies of which are attached hereto as Exhibit "B." All interior streets shall be constructed within the right-of-way as shown on the attached Final Plat and shall be constructed of Portland cement concrete with an integral curb and gutter system.
- C. Intersection Improvements. If arterial intersection improvements including, but not limited to, a traffic signal, roundabout or other measures are warranted at the intersection of 132nd Street and Pflug Road, the District shall contribute an amount equal to twenty-five percent (25%) of the Entire Cost of said intersection improvements. Subdivider shall, prior to the sale of Lot 50, convey to Sarpy County a permanent easement over the southeast corner of said lot for any additional right-of-way required in the event a roundabout is constructed at the intersection of 132nd Street and Pflug Road.
- D. Traffic Study. The traffic study completed by Lamp Rynearson is attached hereto as Exhibit "M."
- E. Road Agreement with Sarpy County. Subdivider or District shall enter into a Road Agreement with Sarpy County and Subdivider or District shall contribute to the cost of Road Improvements in accordance with the terms of said Road Agreement. Subdivider or District shall provide City with a copy of said Road Agreement within thirty (30) days of approval by Sarpy County and Subdivider or District. No portion of any of City's arterial street improvement program fees shall be used for any of the Road Improvements identified in the Road Agreement.
- F. Sanitary Sewer System. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements dedicated pursuant to the Final Plat (Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by Lamp Rynearson, copies of which are attached hereto as Exhibit "B." All installed sanitary sewer mains shall be inspected by City before connection to the City system.

- G. Storm Sewers. Storm sewers, inlets, manholes and related appurtenances constructed on and in dedicated street rights-of-way and easements dedicated pursuant to the Final Plat (Exhibit "A"), shall be located as shown on the plans and specifications for said storm sewer and paving improvements prepared by Lamp Ryneerson, copies of which are attached hereto as Exhibits "B" and "C." All installed storm sewers shall be inspected by City before connection to the City system.
- H. Water System. Interior water distribution mains and related appurtenances constructed in dedicated street rights-of-way dedicated pursuant to the Final Plat (Exhibit "A"), shall be located as shown on water plan improvements prepared by Lamp Ryneerson, copies of which are attached hereto as Exhibit "D." All installed water mains shall be inspected by City before connection to the City system. City will design and install the external water mains within 132nd Street and Pflug Road. District shall reimburse City for its proportionate share of the costs, calculated based on the linear frontage of the development. Prior to City's execution of the final plat, District shall pay to City an amount equal to the engineer's estimate of the District's proportionate share of the cost of such external water main improvements, which funds shall be held in escrow by the City until completion of the project. Upon completion, the actual cost shall be reconciled with the amount deposited. Any deficiency shall be paid by the District to the City within sixty (60) days of billing. Any overpayment shall be refunded by the City to the District within sixty (60) days following the City's final payment for the project.
- I. Gas System. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the Final Plat (Exhibit "A") shall be installed by Metropolitan Utilities District (MUD).
- J. Street Lighting. Street lighting for public streets dedicated pursuant to the Final Plat (Exhibit "A") shall be installed by the Omaha Public Power District (OPPD).
- K. Electrical Service. Underground electrical service to each of the lots within the Development Area shall be installed by the Omaha Public Power District (OPPD).
- L. Trail. As shown on Exhibit "E," Subdivider or District shall construct an eight (8) foot wide concrete trail within Outlots A and C and adjacent to Lots 23, 41, 58-59, 71-72, 77-79, 80, and 94 concurrently with construction of the adjacent street improvements and an eight (8) foot wide trail west of 132nd Street concurrently with 132nd Street improvements. Plans shall be approved by City prior to construction. Facilities developed along this trail corridor

shall be limited to trail paths, landscaping, boundary fencing, signage, benches, lighting, and utilities.

- M. Sidewalks. A concrete sidewalk shall be constructed in the street right-of-way of all public streets within the Development Area with a minimum width of four (4) feet except that a six (6) foot wide sidewalk shall be constructed adjacent to Lots 14-18 and 88-94. Handicap ramps with detectable warning panels shall be constructed at public street intersections. Sidewalks shall be constructed by the Subdivider or District according to the following schedule:
1. Sidewalks shall be constructed immediately abutting outlots and vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
 2. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
 3. In any event, all sidewalks shall be constructed upon any public streets adjacent to the plat within five (5) years of the recording of the Final Plat (Exhibit "A").
- N. Street Signs. Streets signs at all intersections per the Final Plat (Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."
- O. Fire Hydrants. District shall provide for fire hydrants for the protection of the Property Benefited. The type of hydrant and control valves and the location of hydrants must be approved by the City of Springfield Engineer and Springfield Volunteer Fire Department Fire Chief. Fire hydrants must be installed and operational before issuance of any building permits for the development. Notwithstanding the foregoing, building permits are permitted prior to fire hydrants being installed and operational but work will be limited to footings and foundation.
- P. Erosion Control. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the City of Springfield Stormwater Regulations.
- Q. Drainage Ways & Drainage Easements. No fences, grading, structures or landscaping of any type will be allowed in any drainage way or drainage

easement. All proposed drainage ways shall be evaluated by the City Engineer. All drainage easements shall be provided to the City upon filing with the Sarpy County Register of Deeds.

- R. Post-Construction Stormwater Management. Post-construction stormwater management features and related appurtenances shall be constructed in right-of-way and outlots, per the Final Plat (Exhibit "A"). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to starting construction of said improvements. Said improvements shall be located as shown on the post-construction stormwater management plans to be prepared by Lamp Rynearson, copies of which are attached hereto as Exhibit "H" and are subject to the approval of the City.
- S. Post-Construction Stormwater Maintenance Agreement. A post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to the commencement of construction of said improvements and shall comply with the requirements attached hereto as Exhibit "I." The maintenance agreement shall delineate the responsibilities of the District and of the Association and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the Association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate. Maintenance responsibilities of the District as identified in the maintenance agreement shall be transferred to the Association prior to annexation by City.
- T. Landscape Plan. Subdivider and District have provided City with a landscaping plan that is attached hereto as Exhibit "F." Subdivider and District shall install landscaping within six (6) months of the first building permit being issued for the Development Area.
- U. Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.

SECTION V USE OF DISTRICT FUNDS & CREDIT

The District shall not use its credit or funds for the engineering, procurement, or construction of any improvements or facilities within the Development Area other than the public improvements expressly identified in this Agreement or otherwise authorized herein. The District may issue warrants to pay for repairs, maintenance, and operating costs, which shall be payable from funds obtained through the District's general fund mill levy or, where permitted by law, from special assessments, fees, or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of City. District shall not acquire any interest in real property without the prior written approval of City.

SECTION VI PAYMENT FOR PUBLIC IMPROVEMENTS

Subdivider and City agree that the Entire Cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Section VI, above, shall be defrayed as follows:

- A. Paving. One hundred percent (100%) of the Entire Cost of all street construction shall be paid by special assessment against the property benefited within the Development Area, except for street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B."
- B. Sanitary Sewer. One hundred percent (100%) of the Entire Cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area.
 - 1. Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be general obligation of the District.
 - 2. The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the sanitary outfall sewer which the pipe size is greater than 8" diameter may be a general obligation.

3. The total cost of any outfall sanitary sewer serving the entire District whether constructed inside or outside the District boundary by the District may be a general obligation of the District.
 4. The total cost of any easement acquisition for outfall sanitary sewers serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "B."
- C. Water. One hundred percent (100%) of the Entire Cost of the water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. One hundred percent (100%) of the entire cost of water approach mains may be a general obligation of the District.
- D. Storm Sewers. One hundred percent (100%) of the Entire Cost of storm sewers and appurtenances may be a general obligation of the District.
- E. Gas Distribution. One hundred percent (100%) of the Entire Cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. One hundred percent (100%) of the Entire Cost of the gas approach mains may be a general obligation of the District. All refunds from MUD shall be credited to the Bond Construction Account of the District.
- F. Street Lighting. One hundred percent (100%) of the Entire Cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the general operating fund of the District.
- G. Underground Power or Natural Gas. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the

total cost of the underground electrical services to be levied against said lot.

2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.

H. Telecommunications. No funds of the District are to be used for the installation or maintenance of telephone or telecommunications equipment.

I. Trail. One hundred percent (100%) of the Entire Cost of the eight (8) foot wide concrete trail may be a general obligation of the District.

J. Sidewalks. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, may be borne by the general obligation of the District. The cost of sidewalks along interior streets shall be borne by the property owner of such adjacent lot or specially assessed if completed by the District.

K. Street Identification Signs. Regulatory and street identification signs may be a general obligation of the District, provided the signs are in compliance with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by City and / or Sarpy County prior to installation.

L. Sediment and Erosion Control. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of sediment and erosion control measures may be a general obligation of the District. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, and with the written permission of City authorizing their removal. Sediment removal shall be paid as follows:

1. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements contract for this work.

2. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
 3. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
 - a. If at any time City determines that the silt pond/basin is a hazard or a nuisance, City will send a notice to the District with a recommendation to either (i) remedy said hazard or nuisance or (ii) remove the silt pond/basin. District shall comply with City's recommended action in the notice letter. If after thirty (30) days District does not comply with City's recommended action as provided in the notice letter, at City's discretion, City may fix the nuisance or hazard (up to and including silt pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal.
 4. Basin closure or removal may be a general obligation of the District.
- M. Post-Construction Stormwater Management. One hundred percent (100%) of the Entire Cost of all post-construction stormwater management features and related appurtenances may be a general obligation of the District, provided:
1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the provisions of this Agreement. All necessary easements to the City and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction. The District intends to acquire Outlots "A-E", which contains the stormwater drainage improvements and the permanent post-construction stormwater management features from the Subdivider. The District may acquire Outlots "A-E" pursuant to this paragraph, provided that the cost of acquisition shall be based on Subdivider's proportionate cost for the acquisition of the Development Area.
 2. Construction of post-construction stormwater management features or "BMPs" (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the "Omaha Regional Stormwater Design Manual" and are able to be publicly maintained.

3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the District, provided the maintenance activities are required to maintain the water quality benefits as designed. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Association.
 4. Closure or removal of post-construction stormwater management features may be a general obligation of the District.
 5. Streets, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.
- N. Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in the Development Area. The number, type and specifications of said defense sirens shall be determined by the City in conjunction with the Director of the Sarpy County Civil Defense Agency. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of the District or privately financed by the Subdivider. If existing coverage is available, District shall pay one hundred percent (100%) of its pro-rata share of the siren Cost based on the areas of coverage as determined by the City.
- O. Any charges not specifically approved for general obligation in Paragraphs A through N of this Section shall be specially assessed.
- P. Subdivider and District covenant that there shall be no other general obligation without the prior written approval of City.

SECTION VII GREEN SPACE AND PARKS

Any park improvements made by the District must be approved by the City prior to construction. A preliminary park plan was not required. The Association will maintain all parks and green space until annexation of the subdivision by the City.

SECTION VIII TRAIL MAINTENANCE

The eight (8) foot wide trail as depicted on Exhibit "E" shall be maintained by the District. Such maintenance shall include, but is not limited to, snow removal, repair and replacement of damaged or deteriorated concrete, and correction of trip hazards. Maintenance of the trail shall transfer to the City upon the City's annexation of District.

SECTION IX DISTRICT TO CONNECT SANITARY SEWERS TO CITY SYSTEM

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any sanitary outfall sewer, if any, built by and within the District, the District shall control, maintain and operate the sanitary outfall sewer.
- C. Without prior written approval by the City, the District shall not permit any sewer lines outside the presently described boundaries to be connected to the sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewer infrastructure of the Sarpy County and Cities Wastewater Agency. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all

such connections shall comply with minimum standards prescribed by the City. The tap permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits tap fee.

- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Development Area, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.
- G. City, Subdivider and District have entered into a Sewer Agreement, a copy of which is attached hereto as Exhibit "K."

SECTION X DISTRICT TO CONNECT WATER SYSTEM TO CITY SYSTEM

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its water system to the water system of the City for a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any interior water mains, if any, built by and within the District, the District shall control, maintain and operate the facility. City shall control, maintain and operate the external water main along 132nd Street and Pflug Road.
- C. Without prior written approval by the City, the District shall not permit any water lines outside the presently described boundaries to be connected to the water lines of the District, any water from the District's boundaries to the water mains of the City, any outfall water of the City, or any water treatment plant of the City. The City shall have exclusive control over connections to its water mains whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all water from and through said District into the City water system shall be in conformity with the ordinances, regulations, and conditions applicable to water within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the water system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same

permit fee of the City applicable from time to time to permit property outside the City to connect to the water system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. The tap permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits tap fee.

- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the water of any industry, or other water user within the Development Area, which is discharging into the water system in violation of any applicable ordinance, statute, rule or regulation.
- G. City, Subdivider and District have entered into a Water Supply Agreement, a copy of which is attached hereto as Exhibit "L."

SECTION XI

DISTRICT TO CONNECT TO CITY STORMWATER SYSTEM

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its stormwater system to the stormwater system of the City for a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any stormwater system, if any, built by and within the District, the District shall control, maintain and operate the facility.
- C. Without prior written approval by the City, the District shall not permit any stormwater lines outside the presently described boundaries to be connected to the stormwater system of the District, any stormwater from the District's boundaries to the stormwater system of the City, any stormwater system of the City, or any stormwater treatment plant of the City. The City shall have exclusive control over connections to its stormwater system whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all stormwater from and through said District into the City stormwater system shall be in conformity with the ordinances, regulations, and conditions applicable to stormwater within the City as now existing and as from time to time may be amended.

- E. Before any connection from any premises to the stormwater system of the District may be made, the District shall obtain permission from the City.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the stormwater system of any industry, or other stormwater user within the Development Area, which is discharging into the stormwater system in violation of any applicable ordinance, statute, rule or regulation.
- G. The District will maintain the detention ponds.

SECTION XII WATER CONNECTION FEES

- A. Water Connection Fees shall be paid in accordance with the City's Master Fee Schedule. Connection Fees shall be paid as follows:
 - 1. One-half of the Water Connection Fees for Lots 1-94 in the amount of \$47,000.00 shall be paid to City by Subdivider or District in full prior to the Mayor signing the approved Final Plat.
 - 2. One-Half of the Water Connection Fees as provided for in the Springfield Master Fee Schedule shall be paid by each lot owner prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-94 of this requirement prior to purchase.
 - 3. 100% of Water Connection Fees for Outlots A-G (5.36 acres) in the amount of \$2,680.00 shall be paid to City by Subdivider or District in full prior to the Mayor signing the approved Final Plat.
- B. In the event the Subdivider shall plat additional lots which will be in the District which he wishes to connect to the City water system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any water permits are issued by the City.

SECTION XIII SEWER CONNECTION FEES

- A. Sewer Connection Fees shall be paid in accordance with the Sarpy County and Cities Wastewater Agency's (hereinafter referred to as "Agency") Rates/Fees Schedule. Such Sewer Connection Fees shall be collected by the City and remitted to the Agency in accordance with the Agency Rates / Fees Schedule. Connection Fees shall be paid as follows:

1. One-Half of the Sewer Connection Fees in the amount of \$361,801.94 shall be paid to City by Subdivider or District in full prior to the Mayor signing the approved Final Plat.
 2. One-Half of the Sewer Connection Fees as provided for in the Springfield Master Fee Schedule shall be paid by each lot owner based on lot size prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-94 of this requirement prior to purchase.
- B. In the event the Subdivider shall plat additional lots which will be in the District which he wishes to connect to the City sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City.

SECTION XIV SOUTHERN SARPY WATERSHED FEES

Southern Sarpy Watershed Fees shall be paid in accordance with the City's Master Fee Schedule and as agreed to by the Southern Sarpy Watershed Partnership by each lot owner prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-94 of this requirement prior to purchase.

SECTION XV ARTERIAL STREET IMPROVEMENT PROGRAM FEES

Arterial Street Improvement Program Fees shall be paid in accordance with the City's Master Fee Schedule by each lot owner prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-94 of this requirement prior to purchase.

SECTION XVI BUILDABLE LOTS

All lots 1 through 94 shall each be improved with one (1) single-family dwelling.

SECTION XVII PROHIBITION ON RESIDUAL LOTS AND ADMINISTRATIVE PLATTING

No lot shall be retained for use as yard area, open space, or greenspace. No administrative plats for lot line adjustments, lot consolidations, or lot splits shall be considered under the City's subdivision regulations.

SECTION XVIII OBLIGATION TO BUILD

One single-family dwelling shall be fully constructed on each lot and completed so as to be ready for lawful occupancy within ten (10) years after conveyance of the lot from the Subdivider to the purchaser. In the event of a failure to comply with this requirement, the District shall have the authority to enforce this provision, including, but not limited to, the right to pursue injunctive relief and/or other remedies available by law.

SECTION XIX OUTLOTS

- A. Subdivider shall be responsible for maintaining Outlots A-G, as shown on the Final Plat (Exhibit "A"), and any future outlots within the Property Benefited, including, but not limited to, mowing, trimming and removal of trash, unless and until ownership of said outlots is transferred to either the District or Association for maintenance. Ownership of Outlots A-G and all easement rights owned by Subdivider or District within the Development Area, shall be transferred to the Association prior to annexation by City. City shall not have any maintenance responsibilities for outlots (1) that are not owned by the City or (2) upon City's annexation of the District. The covenants of the Association shall include provisions requiring the collection of dues from properties within the Development Area to fund the maintenance of such outlots upon annexation by the City.
- B. No buildings, structures or improvements of any type shall be constructed on any outlots within the Property Benefited, with the exception of roads, fiber, power, water and sewer lines, and related facilities and improvements, all of which may be constructed within Outlots with the exception of the intended uses as identified on the final plat or in the easement documents for each Outlot.
- C. Subdivider agrees that, at least thirty (30) days prior to the closing on the sale, donation or other transfer of any outlot, it will provide City with notice of such intended transfer and a copy of the written notice Subdivider provided to the transferee stating that no buildings, structures or improvements of any type can or shall be constructed on said outlot.
- D. Subdivider shall pay all property taxes due for any outlot(s) owned by Subdivider, District shall pay all property taxes due for any outlot(s) owned by District, and Association shall pay all property taxes due for any outlot(s)

owned by Association, in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale.

SECTION XX

SIGNS

Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider or District. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the issuance of a building permit and installation of improvements.

SECTION XXI

LANDSCAPING & PERIMETER FENCING

Subdivider has provided the City with a landscaping plan that is attached hereto as Exhibit "F." A 15-foot landscape easement located within Outlot F and Outlot G along 132nd Street and Pflug Road shall be recorded which requires the easement area and the landscaping install therein to be maintained by the Subdivider and District and subsequently by the Association upon annexation by the City. The District may acquire title to Outlots F and G subject to the landscaping easement pursuant to this paragraph. Said landscaping shall be installed within six (6) months of the first building permit being issued for the Development Area. No buildings or accessory structures shall be permitted to be constructed or maintained within the landscape easement area. Approved fencing is permitted within the landscape easement. Required landscaping within the easement area may consist of trees, turf grass, native grass, shrubs or perennials. At least one tree per lot with a minimum average spacing of one (1) tree every forty (40) feet is required. Allowable tree types shall be specified in the landscape plan to create uniformity along the perimeters of the Subdivision. Subdivider and District shall maintain the landscaping and replace any dead or dying trees and will mulch in areas that require mulch. Subdivider and District agree that ownership of Outlots F and G shall be transferred to the Association subject to said landscape easement prior to annexation by the City. Association shall then enforce said landscape easement through the restrictive covenants.

Perimeter fencing has been selected by the Subdivider and shall be uniformly constructed on all of the perimeter lots as viewed from the public rights-of-way located outside of the subdivision, as shown on attached Exhibit "G." Notwithstanding the forgoing, a perimeter fence shall not be required on any perimeter lot or lots within the Subdivision, but if one is installed, it shall be installed using the same materials and design as the fencing materials approved by the Subdivider and provided for in the restrictive covenants.

All landscaping and perimeter fencing requirements shall be included in the covenants and enforced by the Association upon annexation by the City.

SECTION XXII EASEMENTS

Prior to commencement of the construction of improvements, District shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office for all sanitary, water and storm sewer lines and drainageways as determined by City's engineer and/or surveyor. Said easements shall be in form satisfactory to the City's attorney and the City's engineer and/or surveyor. Copies of all easements shall be provided to City immediately after they are recorded.

SECTION XXIII CITY REVIEW FEE

It is mutually agreed that the District shall pay one percent (1%) of the public construction costs, said payment estimated to be \$52,336.40, to the City to facilitate the review and processing of developments to include engineering, planning, legal and other miscellaneous expenses incurred by the City. The fee may be a general obligation of the District. The fee shall be paid prior to City's signature on the final plat based on the estimated costs shown on the Source and Use of Funds form, Exhibit "J," attached, unless contracts exist for said improvements. If contracts for improvements exist, the fee shall be based on actual contract amounts. Once the projects have been completed and the costs certified by the District's engineer, then the District shall pay any additional monies which are due within thirty (30) days of the engineer's cost certification. The District may receive a refund from the City if the improvement costs, as certified by the District's engineer are less than shown on the Source and Use of Funds form. The District must request a refund from the City with the engineers' certified costs and letter submitted to the City. Such refund shall be paid within thirty (30) days. The fee shall be paid for all District contracts issued for public improvements.

SECTION XXIV CITY ENGINEER

Prior to the commencement of the construction of any improvement contemplated by this Agreement, Subdivider and District shall submit all plans and specifications for such improvement to the City Engineer or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work.

SECTION XXV
ESTIMATE OF DISTRICT GENERAL OBLIGATIONS

The estimated general obligation of the District is estimated to be \$3,258,599.94, as shown on the Source & Use of Funds, Exhibit "J." The District valuation is estimated to be \$61,100,000.00 (\$650,000.00 average market value for each lot x 94 lots), as shown on Exhibit "J," for a debt ratio of 5.61%. The General Obligation of the District shall be incurred only for costs identified as General Obligation eligible costs in this Agreement, and shall not exceed the District engineer's estimate of probable cost of \$3,258,599.94, as shown on Exhibit "J," by more than 10%, except either (i) City or their designee may administratively approve a corresponding increase in the General Obligation of the District, or (ii) by amendment of this Agreement and approval by the Springfield City Council. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by General Obligation debt be in excess of four percent (4%) of estimated valuation upon full build out.

SECTION XXVI
ANNEXATION

- A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with this Agreement.
- B. After written notice from the City to the District of the City's intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District's receipt of written notice of intent of annexation, enter into any contract that is in excess of twenty-thousand dollars (\$20,000) of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by City or their designee. Any such contract that is not first approved by City or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that are in the reasonable judgment of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.
- C. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the Development Area or any part thereof.

- D. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City except in the event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.
- E. Post-construction stormwater management maintenance identified as the responsibility of the Association shall continue to be performed and funded by the Association after annexation by the City. Maintenance responsibilities of the District shall become that of the City upon annexation.

**SECTION XXVII
INCORPORATION OF CITY REGULATIONS
INTO DISTRICT CONSTRUCTION CONTRACTS**

Subdivider and District covenant and agree that the District created by the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

**SECTION XXVIII
LOCAL AND STATE PERMITS**

Subdivider and District shall be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.

**SECTION XXIX
NO LEVY ON UNBUILDABLE LOTS**

Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the Development Area is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

**SECTION XXX
DISTRICT NOTICE TO CITY
PRIOR TO ASSESSMENT**

The District shall provide the following information to City at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

- A. A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.
- B. A plat of the area to be assessed.
- C. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - 1. The amount paid to the contractor.
 - 2. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees, bond fees and other items shown as "soft costs."
 - 3. A special itemization of all costs of the District not itemized in (1) and (2) above.
 - 4. Certification by District's engineer that the information and schedules provided to City in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement.
 - 5. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes.

**SECTION XXXI
TIME FOR DISTRICT TO ACCEPT IMPROVEMENTS
AND LEVY SPECIAL ASSESSMENTS**

The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement. In addition to the notice requirement outlined in Section XXIX, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

**SECTION XXXII
MINIMUM TAX LEVY BY DISTRICT**

The District agrees to annually levy a total combined ad valorem property tax of at least 90 cents per \$100 taxable valuation until all construction fund debt and bonds of the District are paid in full. All such construction fund debt and bonds shall be fully repaid within fifteen (15) years of their issuance. In no event shall the District's total levy be less than the total City levy.

**SECTION XXXIII
ASSOCIATION DUES**

The Association shall annually collect dues as necessary to fund and fulfill its responsibilities and obligations under this Agreement and its restrictive covenants, and the obligation to collect such dues shall remain in effect following annexation by the City.

**SECTION XXXIV
CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING**

The Final Plat shall not be signed by the City until the following has occurred:

- A. Formation of a Sanitary and Improvement District on the area covered by the Final Plat.
- B. Execution of this Subdivision Agreement by Subdivider and District.
- C. Execution of the Sewer Agreement by Subdivider and District.
- D. Execution of the Water Agreement by Subdivider and District.

- E. Delivery of a title search of the area shown on the Final Plat to City with the effective date of the search being within ten (10) days prior to filing the Final Plat
- F. Payment of all amounts to be paid to the City pursuant to the terms of the Subdivision Agreement.
- G. Delivery to City of a valid and binding written commitment from a reputable underwriter to purchase or place all of the warrants to be issued by the District as payment for the improvements set forth in this Subdivision Agreement.
- H. Filing of the Articles of Incorporation of the Homeowners Association with the Nebraska Secretary of State and providing proof of filing to the City, a copy of which is attached hereto as Exhibit "N."
- I. Providing a signed copy of the By-Laws of the Homeowners Association to the City, a copy of which is attached hereto as Exhibit "O."
- J. Providing a signed copy of the Covenants of the Homeowners Association to the City, a copy of which is attached hereto as Exhibit "P."

The City Council may approve the Final Plat for Springview subject to the satisfaction of all of the conditions set forth in this Section XXXII, provided however that the City will not sign the Final Plat until all of such conditions have been fully satisfied.

Subdivider shall file the Final Plat with the Sarpy County Register of Deeds within thirty (30) days after receipt of the signed Final Plat from the City.

SECTION XXXV DISTRICT REPRESENTATION REGARDING OBTAINING THIS AGREEMENT

The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system or water system. The prohibition provided for herein shall not apply to the retention of an attorney or

other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

**SECTION XXXVI
NO ASSIGNMENT BY DISTRICT
WITHOUT CONSENT OF CITY**

Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City.

**SECTION XXXVII
DISTRICT TO BE BOUND BY CITY ORDINANCES
REGARDING SANITARY AND IMPROVEMENT DISTRICTS**

The District expressly agrees that it is and shall be:

- A. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and,
- B. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City.
- C. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose water system connects directly or indirectly with or into water systems of the City; and,
- D. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit water from the City to flow into or through any part of the water system of the District.

**SECTION XXXVIII
BINDING UPON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the Parties, their respective successors and assigns and runs with the land shown on Exhibit "A." The covenants, warranties, and other

obligations 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 the respective heirs, personal representatives, successors, and assigns.

SECTION XXXIX ENTIRE AGREEMENTS

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.

SECTION XL AMENDMENTS

District shall have the power to enter into all Amendments and bind all lots in the Development Area even after said lots have been sold.

SECTION XLI ACTIONS AUTHORIZED BY SUBDIVIDER AND DISTRICT

Subdivider and Sanitary and Improvement District represent, covenant, and warrant 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 Subdivider and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Subdivider and District in accordance with their respective terms.

SECTION XLII NOTICE

Each party agrees to provide the other Parties 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 other Parties 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 Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Subdivider:

MDC PMG LLC
11550 I Street, Suite 200
Omaha, NE 68137
Attn: Paul McCune

For District:

SID 387
c/o Croker Huck Law Firm
2120 S. 72nd Street, Suite 1200
Omaha, NE 68124

With a Copy To:

Martin P. Pelster, Esq.
Croker Huck Law Firm
2120 S. 72nd Street, Suite 1200
Omaha, NE 68124

For Association:

Springview Homeowners Association
11550 I Street, Suite 200
Omaha, NE 68137
Attn: Paul McCune

For City:

City Clerk, City of Springfield
PO Box 189
170 N. 3rd Street
Springfield, NE 68059

**SECTION XLIII
NON-DISCRIMINATION**

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

**SECTION XLIV
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.

**SECTION XLV
GOVERNING LAW**

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

**SECTION XLVI
RECORDING OF AGREEMENT WITH REGISTER OF DEEDS**

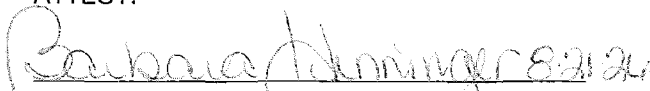
This Agreement shall be recorded at the office of the Register of Deeds of Sarpy County, Nebraska at the expense of the Subdivider.

**SECTION XLVII
ADMINISTRATION**

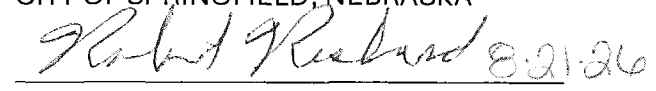
No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:


CITY CLERK DATE

CITY OF SPRINGFIELD, NEBRASKA

 8.21.26
MAYOR DATE

ATTEST:


DATE

SANITARY AND IMPROVEMENT DISTRICT
NO. 387 OF SARPY COUNTY, NEBRASKA


CHAIRMAN DATE

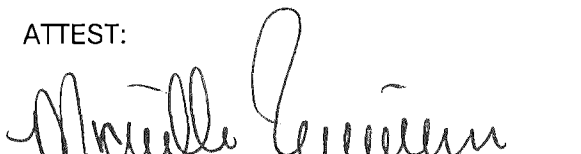
ATTEST:


DATE

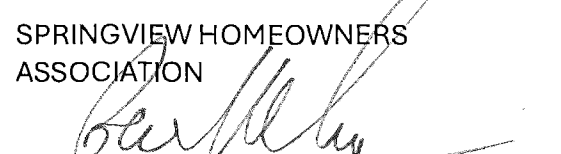
MDC PMG LLC


MANAGER DATE

ATTEST:


DATE

SPRINGVIEW HOMEOWNERS
ASSOCIATION


PRESIDENT DATE

ACKNOWLEDGMENT OF NOTARY:

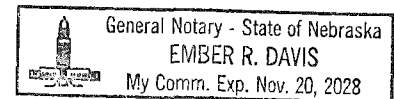
STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

On this 21st day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Barbara Henninger, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Ember R. Davis
 NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

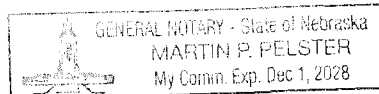
STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

On this 30 day of June, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul S. McCune, personally known by me to be the Chairman of Sanitary and Improvement District No. 387 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Martin P. Pelster
 NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

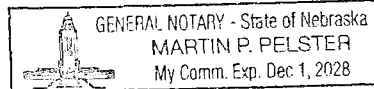
On this 30 day of June, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul S. McCune, personally known by me to be the President of the Springview Homeowners Association of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.



(SEAL)

NOTARY PUBLIC



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

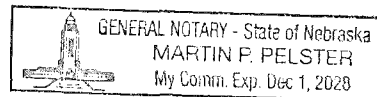
On this 30 day of June, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul S. McCune, personally known by me to be the Manager of MDC PMG LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Subdivider.

WITNESS my hand and Notarial Seal the day and year last above written.



(SEAL)

NOTARY PUBLIC



SUBDIVISION AGREEMENT EXHIBITS

EXHIBIT A	FINAL PLAT
EXHIBIT B	SANITARY SEWER & PAVING
EXHIBIT C	STORM SEWER, GRADING & EROSION CONTROL
EXHIBIT D	WATER SYSTEM
EXHIBIT E	SIDEWALK / TRAIL PLAN
EXHIBIT F	LANDSCAPE PLAN
EXHIBIT G	PERIMETER FENCING
EXHIBIT H	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT I	POST-CONSTRUCTION STORMWATER MANAGEMENT MAINTENANCE PLAN
EXHIBIT J	SOURCE & USE OF FUNDS
EXHIBIT K	SEWER AGREEMENT
EXHIBIT L	WATER SUPPLY AGREEMENT
EXHIBIT M	TRAFFIC STUDY
EXHIBIT N	SPRINGVIEW HOMEOWNERS ASSOCIATION ARTICLES OF INCORPORATION
EXHIBIT O	SPRINGVIEW HOMEOWNERS ASSOCIATION BY-LAWS
EXHIBIT P	SPRINGVIEW HOMEOWNERS ASSOCIATION COVENANTS

Per the Covenants:
All fencing shall be constructed of black wrought iron or aluminum 4 to 6 feet in height. All perimeter fencing shall be aluminum 6 feet in height to maintain a consistent view from 132nd Street and Pfing Road.



EXHIBIT G- PERIMETER FENCING

LAMP
RYNEARSON

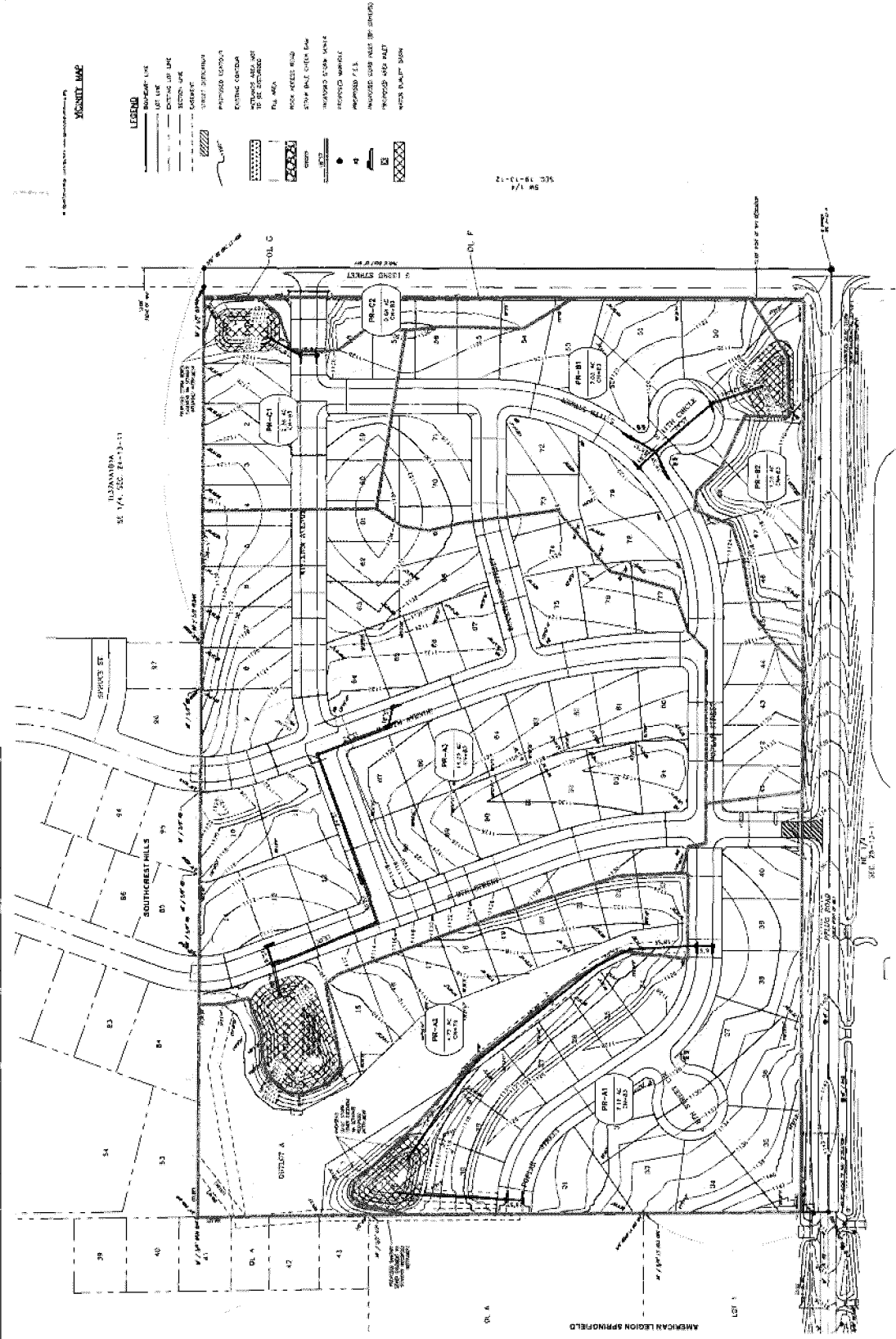
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Exhibit "I"

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

THIS POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT, (hereinafter referred to as "Agreement") entered into this 14 day of August, 2020, by and between, the Property Owner MDC PMG LLC, whether one or more, (hereinafter referred to as "the Owner") and the City of Springfield, (hereinafter referred to as "the City").

WHEREAS, the Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Spring View in the jurisdiction of the City of Springfield, Sarpy County, Nebraska, and,

WHEREAS, the Owner is the owner of real property located at Tax Lot 37A1A1A (hereinafter referred to as "the Property"), and as legally described as follows on the attached Exhibit A, and,

WHEREAS, the City of Springfield requires and the Owner, and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the citizens of the City require that the facilities be constructed and maintained on the Property, and,

WHEREAS, the Post Construction Stormwater Management Plan, SPR-20251001-8101-P Spring View (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Owner, its administrators, executors, successors, heirs, and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Owner agrees as follows:

1. The facility or facilities shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The Owner must develop and provide the "BMP Maintenance Requirements and Inspections," attached hereto as Exhibit B, which have been reviewed and accepted by the City or its designee. The BMP Maintenance Requirements and Inspections shall describe the specific inspections and maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The PCSMP shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.
3. The Owner, its administrators, executors, successors, heirs, and assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City or its designee.
4. The Owner, its administrators, executors, successors, heirs, and assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner

copies of the inspection findings and a directive to commence with repairs if necessary. The City will require the Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the Property.

5. The Owner, its administrators, executors, successors, heirs, and assigns agrees that should it fail to correct any defects in the facility or facilities within a reasonable time frame agreed to in the response by the Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee, in its sole discretion, the City or its designee is authorized to enter the Property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the Property. Further, the City or its designee shall have the right to recover from the Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of this Agreement. The City or its designee shall thereafter be entitled to bring an action against the Owner to pay, or foreclose upon the lien hereby authorized by this Agreement against the Property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
6. The Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Owner, its administrators, executors, successors, heirs, and assigns, hereby indemnifies and holds harmless the City, and its authorized agents and employees, for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence, or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
8. The Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska, and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, successors, heirs, and assigns, including any homeowners or business association, and any other successors in interest.

IN WITNESS WHEREOF, the Owner(s) has/ have duly executed this Agreement
 this 14 day of August, 20 26.

PROPERTY OWNER

Paul McWone, manager
 (Print Name and Title)

[Signature]
 Signature

PROPERTY OWNER

[Signature]
 (Print Name and Title)

[Signature]
 Signature

ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
 COUNTY OF Douglas)

On this 14 day of August, 20 26 before me, a Notary Public, in and for said County,
 personally came the above named:

Paul McWone Property Owner Name(s),
 who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the
 above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the
 purpose stated herein.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

State of Nebraska – General Notary
 KRISTINE K. MOORE
 My Commission Expires
 February 18, 2027

[Signature]
 NOTARY PUBLIC

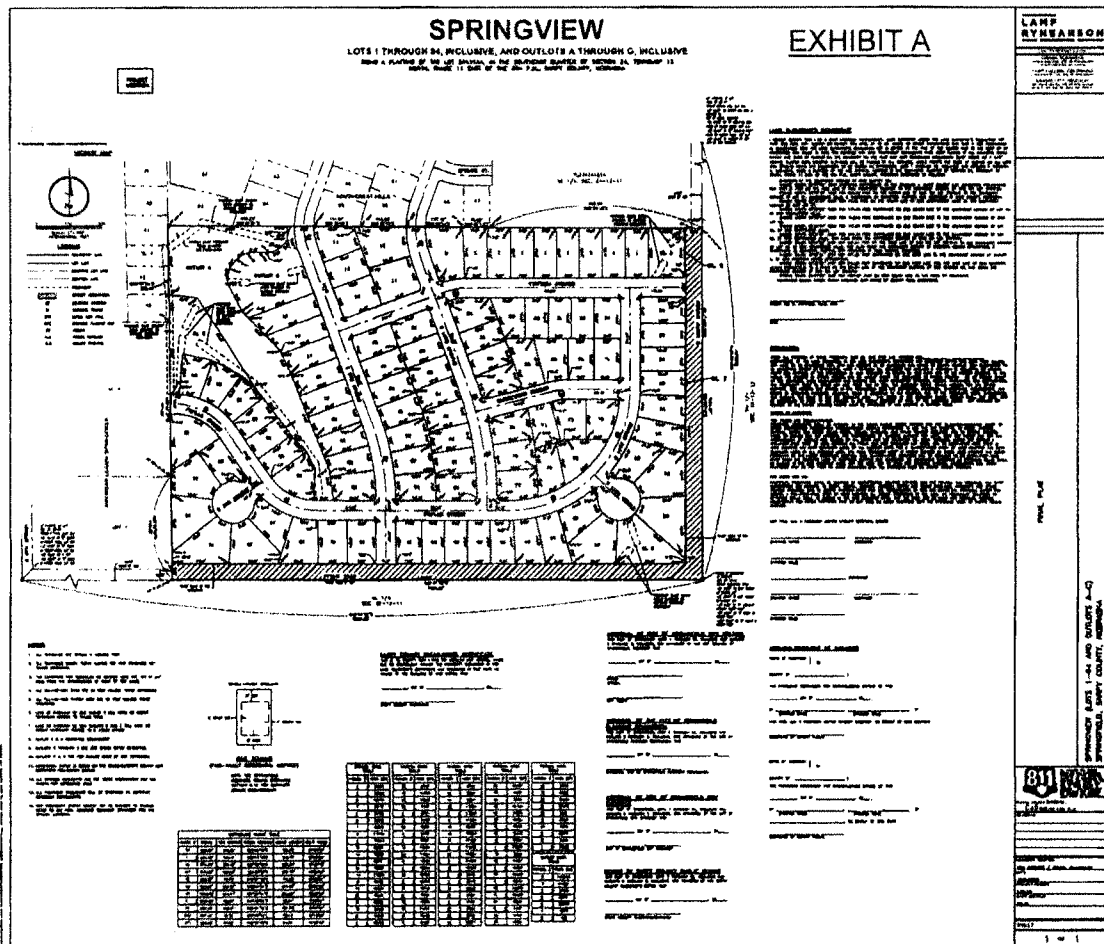
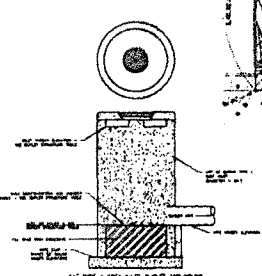
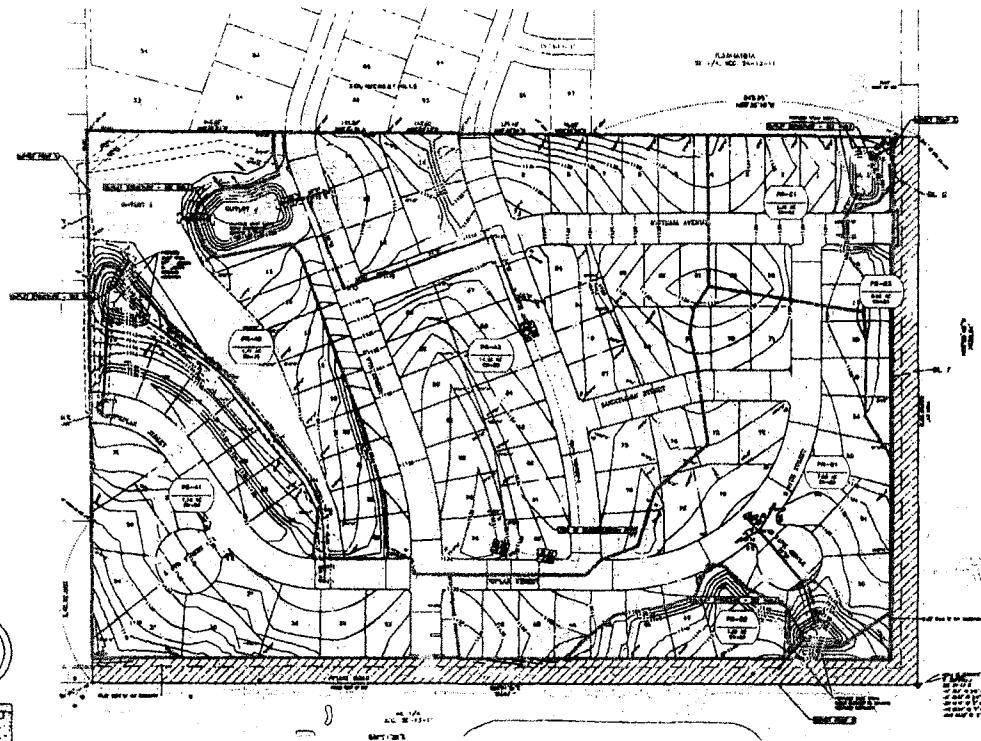


EXHIBIT B



OUTLET STRUCTURE INFORMATION TABLE

NO.	INLET STRUCTURE	INLET DIAMETER	INLET ELEVATION	INLET AREA	INLET VOLUME
1	12" DIA. INLET	12"	100.00	1.10	1.10
2	12" DIA. INLET	12"	100.00	1.10	1.10
3	12" DIA. INLET	12"	100.00	1.10	1.10
4	12" DIA. INLET	12"	100.00	1.10	1.10

LAMP RYNEARSON

ENGINEERING & SURVEYING

1000 S. 10TH AVE. SUITE 100
SPRINGFIELD, MISSOURI 65804
TEL: 417-875-1234
FAX: 417-875-1235
WWW.LAMP-RYNEARSON.COM

PRELIMINARY

DRAINAGE MAP
POST-CONSTRUCTION

SPRINGFIELD, MISSOURI (DADE COUNTY)

811

MISSOURI DEPARTMENT OF TRANSPORTATION

PROJECT NO. _____

DATE: _____

2 OF 2

BMP MAINTENANCE REQUIREMENTS AND INSPECTIONS

PCSMP Project Number

Project Name

SID# (if applicable)

Or Full Parcel Address of Project

I. GENERAL BMP INFORMATION

BMP IDENTIFIER	TYPE OF BMP	BMP LOCATION	LATITUDE, LONGITUDE
Pond A1	Dry Detention Basin	NW corner of site	41°04'35"N 96°07'30"W
Pond A3	Dry Detention Basin	NW corner of site	41°04'37"N 96°07'28"W
Pond B1	Dry Detention Basin	SE corner of site	41°04'29"N 96°07'14"W
Pond C1	Dry Detention Basin	NE corner of site	41°04'38"N 96°07'12"W

II. OWNER RESPONSIBILITIES

The Owner shall perform maintenance and inspection of all BMP's listed above in accordance with the respective annual inspection form(s). A report of all BMP maintenance and inspections shall be prepared annually and kept on file by the Owner for a period covering the previous three years. The first report shall be prepared within one year of the BMP Certification date. Upon request by the City, the Owner shall provide copies of the annual maintenance inspection reports within three business days.

III. BMP ANNUAL INSPECTION

(Section III, insert the annual inspection form for the respective BMP(s) being used. Annual Inspection forms can be found on the Omaha Stormwater website: <https://www.omahastormwater.org/development/post-construction/>)

PCWP
Dry Detention Basin
Annual Inspection Form

BMP Identification: _____ Inspection Date: _____

Every response that is a 'yes' requires a corrective action, to whom the action is assigned, and the expected completion date of the assignment.

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Inflow Points (Curb Cut, Daylight Pipe, Overland Flow, Etc.)

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Obstruction (vegetation/debris/sediment)				
Erosion/Undercutting				
Displacement/sedimentation of fabric/rip-rap/ proprietary matting				
Energy dissipation structural issues				
Comments				

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Pre-Treatment Area (Forebay, Grass Swales, Etc.) *As Applicable*

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Sediment/debris accumulation				
Erosion/Undercutting				
Unwanted vegetation				
Flow is by-passing pretreatment				
Comments				

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Embankment

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Erosion/Bare soil/Loss of dam material				
Unwanted vegetation present				
Animal burrows present				
Sparse/Unhealthy vegetative cover				
Signs of seepage on downstream face				
Comments				

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Main Treatment Area

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Standing water (>3 days after storm)				
Sediment/debris accumulation				
Erosion/Undercutting				
Vegetation inadequately maintained				
Comments				

PCWP
Dry Detention Basin
Annual Inspection Form

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Outflow Structure

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Obstructed pipe/trash rack/draw down orifice				
Erosion present				
Joint failure/loss of joint material/soil piping				
Point of discharge not stabilized				
Displacement/sedimentation of fabric/rip-rap/ proprietary matting				
Comments				

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Spillway

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Eroded/Bare areas in spillway				
Unwanted vegetation				
Spillway obstructed				
Comments				

Condition: ☐ Outstanding (No Maintenance Needed)
☐ Satisfactory (Minor Maintenance Needed)
☐ Needs Improvement (Maintenance Needed)
☐ Not Applicable

Miscellaneous

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Access restricted (ex. fence, vegetation, etc.)				
Evidence of routine maintenance not being performed				
Issues with additional features (ex. walkways, fences, etc.)				
Is site modified from approved plan				
Comments				

Photographs:

Attach photographs of the site and BMP features using the photo log template attached. Include captions describing each photograph.

Additional Comments:

Spring View

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EXHIBIT "J"

S.I.D. Cost Estimate

Springview
0125139.01-003
SID NO.: 387
12/8/2025

Spring View

0125139.01-003

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ORDER OF MAGNITUDE COST ESTIMATE

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable	Private
GRADING	140,000	CY	\$525,000.00	\$525,000.00	\$0.00	\$0.00	\$0.00	\$525,000.00
SANITARY SEWER								
Interior	5,255	LF	\$904,700.00	\$1,271,000.00	\$120,700.00	\$1,150,300.00	\$0.00	
Outfall	885	LF	\$77,700.00	\$109,200.00	\$105,100.00	\$4,100.00	\$0.00	
Connection Fees	94	Lots	\$723,600.00	\$833,300.00	\$833,300.00	\$0.00	\$0.00	
STORM SEWER	2,310	LF	\$367,000.00	\$511,400.00	\$511,400.00	\$0.00	\$0.00	
PAVING								
Minor	19,575	SY	\$1,310,886.50	\$1,811,591.15	\$621,700.00	\$1,189,891.15	\$0.00	
Collector	0	SY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Major	7,200	SY	\$1,814,200.00	\$2,609,800.00	\$869,900.00	\$0.00	\$1,739,900.00	
SIDEWALKS	1,670	SF	\$99,800.00	\$139,100.00	\$139,100.00	\$0.00	\$0.00	
PARKS								
Acquisition			\$32,400.00	\$32,400.00	\$0.00	\$0.00	\$0.00	\$32,400.00
WATER								
Interior	6,100	LF	\$659,400.00	\$911,300.00	\$0.00	\$911,300.00	\$0.00	
Off-Site	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
POWER	94	Lots	\$198,900.00	\$270,400.00	\$0.00	\$219,640.00	\$50,760.00	
PLAN REVIEW FEE	1	%	\$52,336.40	\$57,399.94	\$57,399.94	\$0.00	\$0.00	
Total			\$6,765,922.90	\$9,081,891.10	\$3,258,599.94	\$3,475,231.15	\$1,790,660.00	\$557,400.00
Specials per Lot			\$37,000.00					

Spring View

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DEBT RATIO

ASSUMPTIONS

Average market Value Per Residential Home (Includes Land Value)	=	\$650,000.00
Average market Value Per Duplex Home (Includes Land Value)	=	
Commercial Land Value per square foot	=	
Commercial Building Value per square foot	=	
Apartment Land per square foot	=	
Apartment Building per square foot	=	

ASSESSABLE VALUATION

Residential Home	94	Units =	\$650,000.00 =	\$61,100,000.00
Apartment Home		Units =	\$0.00 =	\$0.00
Commercial Land		AC =	\$0.00 =	\$0.00
Commercial Building		SF =	\$0.00 =	\$0.00
Apartment Land		AC =	\$0.00 =	\$0.00
Apartment Building		Units =	\$0.00 =	\$0.00
			Total 100% Valuation =	\$61,100,000.00
			Total 95% Valuation =	\$58,045,000.00
			DEBT RATIO =	5.61%

Spring View

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GRADING**Assumptions/Comments:**

Op #1- 84k CY, Op #2- 140k CY

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	GRADING	140,000	CY	\$3.00	\$420,000.00
	CONTINGENCY	25	%	\$420,000.00	\$105,000.00
Estimated Construction Costs:					\$525,000.00

Spring View

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SANITARY SEWER - INTERIOR**Assumptions/Comments:**

Quantity Bump and 10% contingency

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$10,000.00	\$10,000.00
2	CLEARING AND GRUBBING - GENERAL	1	LS	\$15,000.00	\$15,000.00
3	EXPLORATORY EXCAVATION	15	HR	\$500.00	\$7,500.00
4	CONSTRUCT 6" SANITARY SEWER PIPE	4,325	LF	\$26.00	\$112,450.00
5	CONSTRUCT 8" SANITARY SEWER PIPE	5,255	LF	\$31.00	\$162,905.00
6	CONSTRUCT 6" PIPE BEDDING	4,325	LF	\$9.00	\$38,925.00
7	CONSTRUCT 8" PIPE BEDDING	5,255	LF	\$10.00	\$52,550.00
8	CONSTRUCT 54" I.D. SANITARY MANHOLE (23 EA)	350	VF	\$525.00	\$183,750.00
9	CONSTRUCT 54" I.D. SANITARY MANHOLE GREATER THAN 20' (2 EA)	45	VF	\$850.00	\$38,250.00
10	CONSTRUCT 6" X 8" WYE	68	EA	\$225.00	\$15,300.00
11	CONSTRUCT 6" MANHOLE STUBOUT	26	EA	\$120.00	\$3,120.00
12	CONSTRUCT 6" SANITARY SERVICE RISER (29 EA)	120	VF	\$50.00	\$6,000.00
13	CONSTRUCT EXTERNAL 8" DIAMETER DROP CONNECTION (4 EA)	30	VF	\$100.00	\$3,000.00
14	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	4,270	VF-LF	\$30.00	\$128,100.00
15	CONSTRUCT AGGREGATE BEDDING FOR TRENCH STABILIZATION	200	CY	\$50.00	\$10,000.00
16	CONSTRUCT FOUNDATION ROCK FOR TRENCH STABILIZATION	100	CY	\$110.00	\$11,000.00
17	INSTALL GEOTEXTILE FABRIC	1,000	SY	\$5.00	\$5,000.00
18	INSTALL SEEDING - TYPE TEMPORARY	2	AC	\$600.00	\$1,200.00
19	PERFORM CCTV PIPELINE INSPECTION - SANITARY SEWER	5,255	LF	\$3.50	\$18,392.50
	CONTINGENCY	10	%	\$822,442.50	\$82,244.25

Estimated Construction Costs:

\$904,686.75

Estimated Soft Costs

20.00%	Engineering Design and Construction Administration:	\$180,937.35
2.00%	Geotechnical and Testing:	\$18,093.74
5.00%	Legal:	\$55,185.89
2.50%	Fiscal:	\$28,972.59
7.00%	Interest:	\$83,151.34
12	Duration (Months)	

Total Estimated Soft Costs:40% \$366,340.91**Total Estimated Costs:**\$1,271,027.66

Spring View

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SANITARY SEWER - OUTFALL**Assumptions/Comments:**

Quantity Bump and 10% contingency

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	REMOVE EXISTING TREES	1	LS	\$10,000.00	\$10,000.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	885	LF	\$38.00	\$33,630.00
3	CONSTRUCT 8" PIPE BEDDING	885	LF	\$10.00	\$8,850.00
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (1 EA)	11	VF	\$525.00	\$5,775.00
5	CONSTRUCT MANHOLE RING COLLAR	3	EA	\$600.00	\$1,800.00
6	INSTALL EXTERNAL FRAME SEAL ON SANITARY SEWER MANHOLE	3	EA	\$500.00	\$1,500.00
7	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	2	EA	\$3,000.00	\$6,000.00
8	PERFORM CCTV PIPELINE INSPECTION - SANITARY SEWER	885	LF	\$3.50	\$3,097.50
	CONTINGENCY	10%		\$70,652.50	\$7,065.25

Estimated Construction Costs: \$77,717.75

Estimated Soft Costs

Engineering Design and
 20.00% Construction Administration: \$15,543.55
 2.00% Geotechnical and Testing: \$1,554.36
 5.00% Legal: \$4,740.78
 2.50% Fiscal: \$2,488.91
 7.00% Interest: \$7,143.17
 12 Duration (Months)

Total Estimated Soft Costs: 40% \$31,470.77

Total Estimated Costs: \$109,188.52

SANITARY SEWER - CONNECTION FEES**Assumptions/Comments:**

Connection fees of 3500 not applicable for now per Springfield

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	SPRINGFIELD CONNECTION FEES	0	0	\$3,500.00	\$0.00
2	SARPY COUNTY WASTEWATER AGENCY CONNECTION FEES	24.1	AC	\$29,984.00	\$723,633.86

Estimated Construction Costs: \$723,633.86

Estimated Soft Costs

5.00% Legal: \$36,181.69
 2.50% Fiscal: \$18,995.39
 7.00% Interest: \$54,516.77
 12 Duration (Months)

Total Estimated Soft Costs: 15% \$109,693.85

Total Estimated Costs: \$833,327.70

Spring View

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SANITARY SEWER - INTERIOR G.O.

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	MOBILIZATION/DEMOBILIZATION	1	LS	\$10,000.00	\$10,000.00
	CLEARING AND GRUBBING - GENERAL	1	LS	\$15,000.00	\$15,000.00
	EXPLORATORY EXCAVATION	15	HR	\$500.00	\$7,500.00
	CONSTRUCT 6" SANITARY SEWER PIPE	0	LF	\$26.00	\$0.00
	CONSTRUCT 8" SANITARY SEWER PIPE	0	LF	\$31.00	\$0.00
	CONSTRUCT 6" PIPE BEDDING	0	LF	\$9.00	\$0.00
	CONSTRUCT 8" PIPE BEDDING	0	LF	\$10.00	\$0.00
	CONSTRUCT 54" I.D. SANITARY MANHOLE (23 EA)	0	VF	\$525.00	\$0.00
	CONSTRUCT 54" I.D. SANITARY MANHOLE GREATER THAN 20' (2 EA)	0	VF	\$850.00	\$0.00
	CONSTRUCT 6" X 8" WYE	0	EA	\$225.00	\$0.00
	CONSTRUCT 6" MANHOLE STUBOUT	0	EA	\$120.00	\$0.00
	CONSTRUCT 6" SANITARY SERVICE RISER (29 EA)	0	VF	\$50.00	\$0.00
	CONSTRUCT EXTERNAL 8" DIAMETER DROP CONNECTION (4 EA)	0	VF	\$100.00	\$0.00
	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	0	VF-LF	\$30.00	\$0.00
	CONSTRUCT AGGREGATE BEDDING FOR TRENCH STABILIZATION	200	CY	\$50.00	\$10,000.00
	CONSTRUCT FOUNDATION ROCK FOR TRENCH STABILIZATION	100	CY	\$110.00	\$11,000.00
	INSTALL GEOTEXTILE FABRIC	1,000	SY	\$5.00	\$5,000.00
	INSTALL SEEDING - TYPE TEMPORARY	2	AC	\$600.00	\$1,200.00
	PERFORM CCTV PIPELINE INSPECTION - SANITARY SEWER	5,255	LF	\$3.50	\$18,392.50
	CONTINGENCY	10	%	\$78,092.50	\$7,809.25

Estimated Construction Costs: \$85,901.75

Estimated Soft Costs

Engineering Design and	
20.00% Construction Administration:	\$17,180.35
2.00% Geotechnical and Testing:	\$1,718.04
5.00% Legal:	\$5,240.01
2.50% Fiscal:	\$2,751.00
7.00% Interest:	\$7,895.38
12 Duration (Months)	

Total Estimated Soft Costs: 40% \$34,784.78

Total Estimated Costs: \$120,686.53

Spring View

0125139.01-003

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SANITARY SEWER - OUTFALL G.O.**Assumptions/Comments:**

All outfall is GO

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
2 .	CONSTRUCT 8" SANITARY SEWER PIPE	885	LF	\$38.00	\$33,630.00
3 .	CONSTRUCT 8" PIPE BEDDING	885	LF	\$10.00	\$8,850.00
4 .	CONSTRUCT 54" I.D. SANITARY MANHOLE (1 EA)	11	VF	\$525.00	\$5,775.00
5 .	CONSTRUCT MANHOLE RING COLLAR	3	EA	\$600.00	\$1,800.00
6 .	INSTALL EXTERNAL FRAME SEAL ON SANITARY SEWER MANHOLE	3	EA	\$500.00	\$1,500.00
7 .	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	2	EA	\$3,000.00	\$6,000.00
8 .	PERFORM CCTV PIPELINE INSPECTION - SANITARY SEWER	885	LF	\$3.50	\$3,097.50
	CONTINGENCY	20%	0	\$70,652.50	\$14,130.50

Estimated Construction Costs: \$74,783.00

Estimated Soft Costs

20.00%	Engineering Design and Construction Administration:	\$14,956.60
2.00%	Geotechnical and Testing:	\$1,495.66
5.00%	Legal:	\$4,561.76
2.50%	Fiscal:	\$2,394.93
7.00%	Interest:	\$6,873.44
12	Duration (Months)	

Total Estimated Soft Costs: 40% \$30,282.38

Total Estimated Costs: \$105,065.38

SANITARY SEWER - CONNECTION FEES G.O.**Assumptions/Comments:**

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	TOTAL AGENCY COSTS GO PER BLUESTEM	1	LS	\$833,327.70	\$833,327.70

Estimated Construction Costs: \$833,327.70

Spring View

0125139.01-003

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STORM SEWER**Assumptions/Comments:**

↪ Bump Quantities and 10% contingency

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	GENERAL GRADING AND SHAPING	1	LS	\$2,500.00	\$2,500.00
2 .	CONSTRUCT 18" RCP, CLASS III	1,070	LF	\$46.00	\$49,220.00
3 .	CONSTRUCT 24" RCP, CLASS III	770	LF	\$65.00	\$50,050.00
4 .	CONSTRUCT 30" RCP, CLASS III	410	LF	\$85.00	\$34,850.00
5 .	CONSTRUCT 36" RCP, D(0.01) = 3,000	60	LF	\$110.00	\$6,600.00
6 .	CONSTRUCT 18" PIPE BEDDING	1,070	LF	\$12.00	\$12,840.00
7 .	CONSTRUCT 24" PIPE BEDDING	770	LF	\$15.00	\$11,550.00
8 .	CONSTRUCT 30" PIPE BEDDING	410	LF	\$20.00	\$8,200.00
9 .	CONSTRUCT 36" PIPE BEDDING	60	LF	\$25.00	\$1,500.00
10 .	CONSTRUCT 18" RC FLARED END SECTION	2	EA	\$3,000.00	\$6,000.00
11 .	CONSTRUCT 24" RC FLARED END SECTION	2	EA	\$3,500.00	\$7,000.00
12 .	CONSTRUCT 36" RC FLARED END SECTION	1	EA	\$4,500.00	\$4,500.00
13 .	CONSTRUCT 54" I.D. STORM MANHOLE (2 EA)	13	VF	\$1,000.00	\$13,000.00
14 .	CONSTRUCT 60" I.D. STORM MANHOLE (2 EA)	14	VF	\$1,150.00	\$16,100.00
15 .	CONSTRUCT 72" I.D. STORM MANHOLE (1 EA)	7	VF	\$1,500.00	\$10,500.00
16 .	CONSTRUCT 54" I.D. TYPE II AREA INLET (4 EA)	20	VF	\$1,000.00	\$20,000.00
17 .	CONSTRUCT MANHOLE RING COLLAR	2	EA	\$650.00	\$1,300.00
18 .	INSTALL EXTERNAL FRAME SEAL ON STORM SEWER MANHOLE	2	EA	\$550.00	\$1,100.00
19 .	CONSTRUCT TYPE A RIP-RAP	180	TN	\$100.00	\$18,000.00
20 .	CONSTRUCT AGGREGATE BEDDING FOR TRENCH STABILIZATION	150	CY	\$70.00	\$10,500.00
21 .	CONSTRUCT FOUNDATION ROCK FOR TRENCH STABILIZATION	50	CY	\$120.00	\$6,000.00
22 .	INSTALL GEOTEXTILE FABRIC	1,000	SY	\$4.00	\$4,000.00
23 .	INSTALL BIAXIAL GEOTEXTILE GRID	500	SY	\$5.00	\$2,500.00
24 .	SEEDING - TYPE TEMPORARY	3	AC	\$500.00	\$1,500.00
25 .	INSTALL SILT FENCE	1,000	LF	\$3.00	\$3,000.00
26 .	CLEANOUT SILT FENCE	1,000	LF	\$1.50	\$1,500.00
27 .	REMOVE SILT FENCE	1,000	LF	\$1.00	\$1,000.00
28 .	CLEANOUT SEDIMENT BASIN	3,240	CY	\$4.50	\$14,580.00
29 .	INSTALL CONSTRUCTION ENTRANCE	100	TN	\$50.00	\$5,000.00
30 .	PERFORM CCTV PIPELINE INSPECTION - STORM SEWER	2,310	LF	\$4.00	\$9,240.00
	CONTINGENCY	10%		\$333,630.00	\$33,363.00

Estimated Construction Costs: \$366,993.00

Estimated Soft Costs

20.00%	Engineering Design and Construction Administration:	\$73,398.60
1.00%	Geotechnical and Testing:	\$3,669.93
5.00%	Legal:	\$22,203.08
2.50%	Fiscal:	\$11,656.62
7.00%	Interest:	\$33,454.49
12	Duration (Months)	

Total Estimated Soft Costs: 39% \$144,382.71

Total Estimated Costs: \$511,375.71

Spring View

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STORM SEWER G.O.

Assumptions/Comments:



Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	GENERAL GRADING AND SHAPING	1	LS	\$2,500.00	\$2,500.00
2	CONSTRUCT 18" RCP, CLASS III	1,070	LF	\$46.00	\$49,220.00
3	CONSTRUCT 24" RCP, CLASS III	770	LF	\$65.00	\$50,050.00
4	CONSTRUCT 30" RCP, CLASS III	410	LF	\$85.00	\$34,850.00
5	CONSTRUCT 36" RCP, D(0.01) = 3,000	60	LF	\$110.00	\$6,600.00
6	CONSTRUCT 18" PIPE BEDDING	1,070	LF	\$12.00	\$12,840.00
7	CONSTRUCT 24" PIPE BEDDING	770	LF	\$15.00	\$11,550.00
8	CONSTRUCT 30" PIPE BEDDING	410	LF	\$20.00	\$8,200.00
9	CONSTRUCT 36" PIPE BEDDING	60	LF	\$25.00	\$1,500.00
10	CONSTRUCT 18" RC FLARED END SECTION	2	EA	\$3,000.00	\$6,000.00
11	CONSTRUCT 24" RC FLARED END SECTION	2	EA	\$3,500.00	\$7,000.00
12	CONSTRUCT 36" RC FLARED END SECTION	1	EA	\$4,500.00	\$4,500.00
13	CONSTRUCT 54" I.D. STORM MANHOLE (2 EA)	13	VF	\$1,000.00	\$13,000.00
14	CONSTRUCT 60" I.D. STORM MANHOLE (2 EA)	14	VF	\$1,150.00	\$16,100.00
15	CONSTRUCT 72" I.D. STORM MANHOLE (1 EA)	7	VF	\$1,500.00	\$10,500.00
16	CONSTRUCT 54" I.D. TYPE II AREA INLET (4 EA)	20	VF	\$1,000.00	\$20,000.00
17	CONSTRUCT MANHOLE RING COLLAR	2	EA	\$650.00	\$1,300.00
18	INSTALL EXTERNAL FRAME SEAL ON STORM SEWER MANHOLE	2	EA	\$550.00	\$1,100.00
19	CONSTRUCT TYPE A RIP-RAP	180	TN	\$100.00	\$18,000.00
20	CONSTRUCT AGGREGATE BEDDING FOR TRENCH STABILIZATION	150	CY	\$70.00	\$10,500.00
21	CONSTRUCT FOUNDATION ROCK FOR TRENCH STABILIZATION	50	CY	\$120.00	\$6,000.00
22	INSTALL GEOTEXTILE FABRIC	1,000	SY	\$4.00	\$4,000.00
23	INSTALL BIAXIAL GEOTEXTILE GRID	500	SY	\$5.00	\$2,500.00
24	SEEDING - TYPE TEMPORARY	3	AC	\$500.00	\$1,500.00
25	INSTALL SILT FENCE	1,000	LF	\$3.00	\$3,000.00
26	CLEANOUT SILT FENCE	1,000	LF	\$1.50	\$1,500.00
27	REMOVE SILT FENCE	1,000	LF	\$1.00	\$1,000.00
28	CLEANOUT SEDIMENT BASIN	3,240	CY	\$4.50	\$14,580.00
29	INSTALL CONSTRUCTION ENTRANCE	100	TN	\$50.00	\$5,000.00
30	PERFORM CCTV PIPELINE INSPECTION - STORM SEWER	2,310	LF	\$4.00	\$9,240.00
	CONTINGENCY	10%		\$333,630.00	\$33,363.00

Estimated Construction Costs: \$366,993.00

Estimated Soft Costs

Engineering Design and	
20.00% Construction Administration:	\$73,398.60
1.00% Geotechnical and Testing:	\$3,669.93
5.00% Legal:	\$22,203.08
2.50% Fiscal:	\$11,656.62
7.00% Interest:	\$33,454.49
12 Duration (Months)	

Total Estimated Soft Costs: 39% \$144,382.71

Total Estimated Costs: \$511,375.71

Spring View

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PAVING MINOR

Assumptions/Comments:



Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	REMOVE PAVEMENT	55	SY	\$13.00	\$715.00
2 .	REMOVE SIGN	8	EA	\$40.00	\$320.00
3 .	INSTALL TRAFFIC POSTS AND SIGN	4	EA	\$300.00	\$1,200.00
4 .	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE OPW 3500)	19,575	SY	\$52.00	\$1,017,900.00
5 .	COMMON EARTH EXCAVATION	6,530	CY	\$4.50	\$29,385.00
6 .	CONSTRUCT THICKENED EDGE	60	LF	\$12.00	\$720.00
7 .	DRILL AND EPOXY #5 X 18" TIE BARS AT 36" CENTERS	20	EA	\$10.00	\$200.00
8 .	CONSTRUCT 6" PCC TEMPORARY TURNAROUND	65	SY	\$50.00	\$3,250.00
9 .	CONSTRUCT CURB INLET - TYPE I	10	EA	\$4,900.00	\$49,000.00
10 .	CONSTRUCT CURB INLET - TYPE III	6	EA	\$5,300.00	\$31,800.00
11 .	ADJUST SANITARY SEWER MANHOLE TO GRADE	25	EA	\$205.00	\$5,125.00
12 .	ADJUST STORM SEWER MANHOLE TO GRADE	3	EA	\$205.00	\$615.00
13 .	INSTALL EXTERNAL FRAME SEAL ON SANITARY MANHOLE	25	EA	\$450.00	\$11,250.00
14 .	INSTALL EXTERNAL FRAME SEAL ON STORM MANHOLE	3	EA	\$450.00	\$1,350.00
15 .	CLEAN SANITARY SEWER PIPE	5,255	LF	\$1.00	\$5,255.00
16 .	INSTALL SEEDING - TYPE TEMPORARY	5	AC	\$450.00	\$2,250.00
17 .	INSTALL MULCHING	5	AC	\$550.00	\$2,750.00
18 .	INSTALL ROLLED EROSION CONTROL, TYPE II	500	SY	\$1.40	\$700.00
19 .	INSTALL SILT FENCE	500	LF	\$3.00	\$1,500.00
20 .	CLEANOUT SILT FENCE	250	LF	\$1.50	\$375.00
21 .	REMOVE SILT FENCE	500	LF	\$1.00	\$500.00
22 .	CLEANOUT SEDIMENT BASIN	3,240	CY	\$4.50	\$14,580.00
23 .	CONSTRUCT TEMPORARY GRAVEL ENTRANCE ROAD	65	CY	\$80.00	\$5,200.00
24 .	PERFORM CCTV PIPELINE INSPECTION - STORM SEWER	2,310	LF	\$2.50	\$5,775.00
	CONTINGENCY	10%		\$1,191,715.00	\$119,171.50

Estimated Construction Costs:

\$1,310,886.50

Estimated Soft Costs**Engineering Design and**

20.00%	Construction Administration:	\$262,177.30
2.00%	Geotechnical and Testing:	\$26,217.73
5.00%	Legal:	\$79,964.08
2.50%	Fiscal:	\$41,981.14
7.00%	Interest:	\$90,364.40

9 Duration (Months)

Total Estimated Soft Costs:38% \$500,704.65**Total Estimated Costs:**\$1,811,591.15

Spring View

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PAVING MINOR G.O.

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	REMOVE PAVEMENT	55 SY		\$13.00	\$715.00
2	REMOVE SIGN	8 EA		\$40.00	\$320.00
3	INSTALL TRAFFIC POSTS AND SIGN	4 EA		\$300.00	\$1,200.00
4	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE OPW 3500)	4,945 SY		\$52.00	\$257,140.00
5	COMMON EARTH EXCAVATION	1,650 CY		\$4.50	\$7,425.00
6	CONSTRUCT THICKENED EDGE	60 LF		\$12.00	\$720.00
7	DRILL AND EPOXY #5 X 18" TIE BARS AT 36" CENTERS	20 EA		\$10.00	\$200.00
8	CONSTRUCT 6" PCC TEMPORARY TURNAROUND	65 SY		\$50.00	\$3,250.00
9	CONSTRUCT CURB INLET - TYPE I	10 EA		\$4,900.00	\$49,000.00
10	CONSTRUCT CURB INLET - TYPE III	6 EA		\$5,300.00	\$31,800.00
11	ADJUST SANITARY SEWER MANHOLE TO GRADE	25 EA		\$205.00	\$5,125.00
12	ADJUST STORM SEWER MANHOLE TO GRADE	3 EA		\$205.00	\$615.00
13	INSTALL EXTERNAL FRAME SEAL ON SANITARY MANHOLE	25 EA		\$450.00	\$11,250.00
14	INSTALL EXTERNAL FRAME SEAL ON STORM MANHOLE	3 EA		\$450.00	\$1,350.00
15	CLEAN SANITARY SEWER PIPE	5,255 LF		\$1.00	\$5,255.00
16	INSTALL SEEDING - TYPE TEMPORARY	5 AC		\$450.00	\$2,250.00
17	INSTALL MULCHING	5 AC		\$550.00	\$2,750.00
18	INSTALL ROLLED EROSION CONTROL, TYPE II	500 SY		\$1.40	\$700.00
19	INSTALL SILT FENCE	500 LF		\$3.00	\$1,500.00
20	CLEANOUT SILT FENCE	250 LF		\$1.50	\$375.00
21	REMOVE SILT FENCE	500 LF		\$1.00	\$500.00
22	CLEANOUT SEDIMENT BASIN	3,240 CY		\$4.50	\$14,580.00
23	CONSTRUCT TEMPORARY GRAVEL ENTRANCE ROAD	65 CY		\$80.00	\$5,200.00
24	PERFORM CCTV PIPELINE INSPECTION - STORM SEWER	2,310 LF		\$2.50	\$5,775.00
	CONTINGENCY	10%		\$408,995.00	\$40,899.50

Estimated Construction Costs:**\$449,894.50****Estimated Soft Costs**

Engineering Design and	
20.00% Construction Administration:	\$89,978.90
2.00% Geotechnical and Testing:	\$8,997.89
5.00% Legal:	\$27,443.56
2.50% Fiscal:	\$14,407.87
7.00% Interest:	\$31,012.94
9 Duration (Months)	

Total Estimated Soft Costs:**38% \$171,841.17****Total Estimated Costs:****\$621,735.67**

Spring View

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PAVING MAJOR

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	MOBILIZATION	1	LS	\$50,000.00	\$50,000.00
2 .	CLEARING AND GRUBBING GENERAL	1	LS	\$55,000.00	\$55,000.00
3 .	EXCAVATION ON SITE	18,000	CY	\$10.00	\$180,000.00
4 .	EMBANKMENT - BORROW	3,500	CY	\$15.00	\$52,500.00
5 .	EXPLORATORY EXCAVATION	50	HR	\$500.00	\$25,000.00
6 .	UNSUITABLE MATERIAL	100	CY	\$50.00	\$5,000.00
7 .	CONSTRUCT 36" RCP, CLASS III	150	LF	\$150.00	\$22,500.00
8 .	CONSTRUCT 36" R.C. FLARED END SECTION	2	EA	\$5,000.00	\$10,000.00
9 .	CONSTRUCT TYPE 'B' RIP-RAP	100	TN	\$120.00	\$12,000.00
10 .	CONSTRUCT 9" DOWELED CONCRETE PAVEMENT, TYPE OPW 3500	7,200	SY	\$105.00	\$756,000.00
11 .	CONSTRUCT 6" AGGREGATE BASE COURSE	7,200	SY	\$12.00	\$86,400.00
12 .	CONSTRUCT 6" AGGREGATE SURFACE COURSE	1,100	SY	\$14.00	\$15,400.00
13 .	INSTALL PERMANENT PAINT MARKING, 5"	10,000	LF	\$8.00	\$80,000.00
14 .	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B	13,000	SY	\$4.00	\$52,000.00
15 .	POWER POLE RELOCATION	1	LS	\$100,000.00	\$100,000.00
15 .	TEMPORARY TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00
.	CONTINGENCY	20%		\$1,511,800.00	\$302,360.00

Estimated Construction Costs:

\$1,814,160.00

Estimated Soft Costs**Engineering Design and**25.00% **Construction Administration:** \$453,540.002.00% **Geotechnical and Testing:** \$36,283.205.00% **Legal:** \$115,199.162.50% **Fiscal:** \$60,479.567.00% **Interest:** \$130,182.259 **Duration (Months)****Total Estimated Soft Costs:**44% \$795,684.17**Total Estimated Costs:**\$2,609,844.17

*See Paving Major G.O. for Reimbursables

Spring View

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PAVING MAJOR G.O.

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	MOBILIZATION	1	LS	\$50,000.00	\$50,000.00
2 .	CLEARING AND GRUBBING GENERAL	1	LS	\$55,000.00	\$55,000.00
3 .	EXCAVATION ON SITE	18,000	CY	\$10.00	\$180,000.00
4 .	EMBANKMENT - BORROW	3,500	CY	\$15.00	\$52,500.00
5 .	EXPLORATORY EXCAVATION	50	HR	\$500.00	\$25,000.00
6 .	UNSUITABLE MATERIAL	100	CY	\$50.00	\$5,000.00
7 .	CONSTRUCT 36" RCP, CLASS III	150	LF	\$150.00	\$22,500.00
8 .	CONSTRUCT 36" R.C. FLARED END SECTION	2	EA	\$5,000.00	\$10,000.00
9 .	CONSTRUCT TYPE 'B' RIP-RAP	100	TN	\$120.00	\$12,000.00
10 .	CONSTRUCT 9" DOWELED CONCRETE PAVEMENT, TYPE OPW 3500	7,200	SY	\$105.00	\$756,000.00
11 .	CONSTRUCT 6" AGGREGATE BASE COURSE	7,200	SY	\$12.00	\$86,400.00
12 .	CONSTRUCT 6" AGGREGATE SURFACE COURSE	1,100	SY	\$14.00	\$15,400.00
13 .	INSTALL PERMANENT PAINT MARKING, 5"	10,000	LF	\$8.00	\$80,000.00
14 .	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B	13,000	SY	\$4.00	\$52,000.00
15 .	POWER POLE RELOCATION	1	LS	\$100,000.00	\$100,000.00
15 .	TEMPORARY TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00
.	CONTINGENCY	20%		\$1,511,800.00	\$302,360.00

Estimated Construction Costs:

\$1,814,160.00

Estimated Soft Costs

Engineering Design and	
25.00% Construction Administration:	\$453,540.00
2.00% Geotechnical and Testing:	\$36,283.20
5.00% Legal:	\$115,199.16
2.50% Fiscal:	\$60,479.56
7.00% Interest:	\$130,182.25
9 Duration (Months)	

Total Estimated Soft Costs:

44% \$795,684.17

Total Estimated Costs:

\$2,609,844.17

Reimbursable from Sarpy County:

\$869,948.06

Reimbursable from Adjacent Property Owner:

\$869,948.06

Total Estimated SID Costs:

\$869,948.06

Spring View

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SIDEWALKS

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CLEARING AND GRUBBING - GENERAL	1	LS	\$2,000.00	\$2,000.00
2	CONSTRUCT 4" PCC SIDEWALK	1,670	SF	\$5.00	\$8,350.00
3	CONSTRUCT 6" PCC SIDEWALK	5,420	SF	\$7.00	\$37,940.00
4	CONSTRUCT 7" PCC CURB RAMP	1,350	SF	\$12.00	\$16,200.00
5	CONSTRUCT 7" IMPRINTED PCC SURFACE	160	SF	\$11.00	\$1,760.00
6	CONSTRUCT DETECTABLE WARNING PANEL	480	SF	\$34.00	\$16,320.00
7	COMMON EARTH EXCAVATION - SIDEWALK	263	CY	\$8.00	\$2,100.80
8	ADJUST UTILITY VALVE TO GRADE	5	EA	\$100.00	\$500.00
9	ADJUST UTILITY MANHOLE TO GRADE	2	EA	\$450.00	\$900.00
10	INSTALL SEEDING - TYPE A	475	SY	\$0.50	\$237.50
11	INSTALL ROLLED EROSION CONTROL, TYPE II	475	SY	\$1.00	\$475.00
	CONTINGENCY	15%		\$86,783.30	\$13,017.50

Estimated Construction Costs:

\$99,800.80

Estimated Soft Costs

Engineering Design and	
20.00% Construction Administration:	\$19,960.16
1.00% Geotechnical and Testing:	\$998.01
5.00% Legal:	\$8,037.95
2.50% Fiscal:	\$3,169.92
7.00% Interest:	\$9,097.68
12 Duration (Months)	

Total Estimated Soft Costs:

39% \$39,263.72

Total Estimated Costs:

\$139,064.51

Spring View

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SIDEWALKS G.O.

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	CLEARING AND GRUBBING - GENERAL	1	LS	\$2,000.00	\$2,000.00
2 .	CONSTRUCT 4" PCC SIDEWALK	1,670	SF	\$5.00	\$8,350.00
3 .	CONSTRUCT 6" PCC SIDEWALK	5,420	SF	\$7.00	\$37,940.00
4 .	CONSTRUCT 7" PCC CURB RAMP	1,350	SF	\$12.00	\$16,200.00
5 .	CONSTRUCT 7" IMPRINTED PCC SURFACE	160	SF	\$11.00	\$1,760.00
6 .	CONSTRUCT DETECTABLE WARNING PANEL	480	SF	\$34.00	\$16,320.00
7 .	COMMON EARTH EXCAVATION - SIDEWALK	263	CY	\$8.00	\$2,100.80
8 .	ADJUST UTILITY VALVE TO GRADE	5	EA	\$100.00	\$500.00
9 .	ADJUST UTILITY MANHOLE TO GRADE	2	EA	\$450.00	\$900.00
10 .	INSTALL SEEDING - TYPE A	475	SY	\$0.50	\$237.50
11 .	INSTALL ROLLED EROSION CONTROL, TYPE II	475	SY	\$1.00	\$475.00
0 .	CONTINGENCY	15%		\$86,783.30	\$13,017.50

Estimated Construction Costs: \$99,800.80

Estimated Soft Costs

Engineering Design and	
20.00% Construction Administration:	\$19,960.16
1.00% Geotechnical and Testing:	\$998.01
5.00% Legal:	\$6,037.95
2.50% Fiscal:	\$3,169.92
7.00% Interest:	\$9,097.68
12 Duration (Months)	

Total Estimated Soft Costs: 39% \$39,263.72

Total Estimated Costs: \$139,064.51

Spring View

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PARKS AQUISITION

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	PARK FEE (0.04 ACRES PER LOT)	3.76	AC	\$30,000.00	\$112,800.00
2	LESS CREDIT FOR PARK ACQUISITION HARD COSTS	-2.68	AC	\$30,000.00	-\$80,392.56

Estimated Construction Costs: \$32,407.44

Estimated Soft Costs

Engineering Design and

0.00% **Construction Administration:** \$0.00

0.00% **Legal:** \$0.00

0.00% **Fiscal:** \$0.00

0.00% **Interest:** \$0.00

6 **Duration (Months)**

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$32,407.44

Spring View

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WATER INTERIOR

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	EXPLORATORY EXCAVATION	10	HR	\$300.00	\$3,000.00
2	CONSTRUCT 6" D.I.P.	480	LF	\$55.00	\$26,400.00
3	CONSTRUCT 8" D.I.P.	5,620	LF	\$60.00	\$337,200.00
4	CONSTRUCT 8" CONNECTION TO EXISTING MAIN	2	EA	\$4,000.00	\$8,000.00
5	CONSTRUCT TYPE 1 HYDRANT, GATE VALVE AND TEE ASSEMBLY	13	EA	\$7,000.00	\$91,000.00
6	CONSTRUCT END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY	5	EA	\$7,500.00	\$37,500.00
7	CONSTRUCT 8"x8"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	2	EA	\$875.00	\$1,750.00
8	CONSTRUCT 8"x8"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	5	EA	\$900.00	\$4,500.00
9	CONSTRUCT 8"x8" M.J. CROSS ASSEMBLY	2	EA	\$900.00	\$1,800.00
10	CONSTRUCT 6" M.J. GATE VALVE AND BOX	2	EA	\$2,000.00	\$4,000.00
11	CONSTRUCT 8" M.J. GATE VALVE AND BOX	27	EA	\$2,300.00	\$62,100.00
12	CONSTRUCT 6" VERTICAL BEND WITH BACKING BLOCK	3	EA	\$800.00	\$2,400.00
13	CONSTRUCT 8" VERTICAL BEND WITH BACKING BLOCK	4	EA	\$1,000.00	\$4,000.00
14	CONSTRUCT 6" HORIZONTAL BEND WITH BACKING BLOCK	4	EA	\$450.00	\$1,800.00
15	CONSTRUCT 8" HORIZONTAL BEND WITH BACKING BLOCK	5	EA	\$500.00	\$2,500.00
16	CONSTRUCT CHLORINE TUBE	2	EA	\$3,000.00	\$6,000.00
17	CONSTRUCT SAMPLE TAP	4	EA	\$600.00	\$2,400.00
18	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$800.00	\$800.00
19	CONSTRUCT SILT FENCE	500	LF	\$3.80	\$1,900.00
20	CLEANOUT SILT FENCE	100	LF	\$2.00	\$200.00
21	REMOVE SILT FENCE	100	LF	\$2.00	\$200.00
	CONTINGENCY	10		\$599,450.00	\$59,945.00

Estimated Construction Costs:

\$659,395.00

Estimated Soft Costs**Engineering Design and**

20.00%	Construction Administration:	\$131,879.00
2.00%	Geotechnical and Testing:	\$13,187.90
5.00%	Legal:	\$40,223.10
2.50%	Fiscal:	\$21,117.12
7.00%	Interest:	\$45,454.61

9 Duration (Months)

Total Estimated Soft Costs:

38% \$251,861.73

Total Estimated Costs:

\$911,256.73

Spring View

0125139.01-003

L:\Engineering\0125139 McCune Springfield\COST ESTIMATES\

POWER

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	DEVELOPER INSTALLED DUCT	94	EA	\$1,840.00	\$172,960.00
	CONTINGENCY	15%		\$172,960.00	\$25,944.00

Estimated Construction Costs: \$198,904.00

Estimated Soft Costs

Engineering Design and
 20.00% Construction Administration: \$39,780.80
 5.00% Legal: \$11,934.24
 2.50% Fiscal: \$6,265.48
 7.00% Interest: \$13,486.44
 9 Duration (Months)

Total Estimated Soft Costs: 36% \$71,466.95

Total Estimated Costs: \$270,370.95

OPPD Estimated Reimbursement: \$540.00 /Lot \$50,760.00

Spring View

0125139.01-003

L:\Engineering\0125139 McCune Springfield\COST ESTIMATES\

Plan Review Fee

Assumptions/Comments:



Bid Item Description		Construction Cost	Plan Review Fee	Total
1 .	SANITARY SEWER - INTERIOR	\$904,686.75	1.00%	\$9,046.87
2 .	SANITARY SEWER - OUTFALL	\$77,717.75	1.00%	\$777.18
3 .	STORM SEWER	\$366,993.00	1.00%	\$3,669.93
4 .	PAVING MINOR	\$1,310,886.50	1.00%	\$13,108.87
5 .		0 \$0.00	1.00%	\$0.00
6 .	PAVING MAJOR	\$1,814,160.00	1.00%	\$18,141.60
7 .	SIDEWALKS	\$99,800.80	1.00%	\$998.01
8 .		0 \$0.00	1.00%	\$0.00
9 .	WATER INTERIOR	\$659,395.00	1.00%	\$6,593.95
10 .		0 \$0.00	1.00%	\$0.00

Estimated Construction Costs: \$52,336.40

Estimated Soft Costs

2.50% Fiscal: \$1,308.41

7.00% Interest: \$3,755.14

12 Duration (Months)

Total Estimated Soft Costs: ### \$5,063.55

Total Estimated Costs: \$57,399.94

	SANITARY SEWER			STORM SEWER	PAVING		PAVING MAJOR
	ESTIMATED SOFT COSTS			ESTIMATED SOFT COSTS	ESTIMATED SOFT COSTS		ESTIMATED SOFT COSTS
	INTERIOR	OFFSITE	CONNECTION FEES		MINOR	COLLECTOR	
ENGINEERING DESIGN AND CONSTRUCTION ADMIN. GEOTECHNICAL AND TESTING LEGAL FISCAL INTEREST DURATION (MONTHS)	20.00%	20.00%	N/A	20.00%	20.00%	0.00%	25.00%
	2.00%	2.00%	N/A	1.00%	2.00%	2.00%	2.00%
	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
	12	12	12	12	9	9	9

PLAN REVIEW FEE 1.00%

☒ Water Design by LRA ☐ Water Design by MUD

	SIDEWALKS		PARKS		WATER - LRA		WATER - MUD	
	ESTIMATED SOFT COSTS		ESTIMATED SOFT COSTS		ESTIMATED SOFT COSTS		ESTIMATED SOFT COSTS	
			IMPROVEMENTS	ACQUISITION	INTERIOR	OFFSITE		
ENGINEERING DESIGN AND CONSTRUCTION ADMIN. GEOTECHNICAL AND TESTING LEGAL FISCAL INTEREST DURATION (MONTHS)	20.00%		20.00%	1.50%	20.00%	20.00%	0.00%	0.00%
	1.00%		1.00%	N/A	2.00%	2.00%	N/A	N/A
	5.00%		5.00%	5.00%	5.00%	5.00%	0.00%	0.00%
	2.50%		2.50%	2.50%	2.50%	2.50%	0.00%	0.00%
	7.00%		7.00%	7.00%	7.00%	7.00%	0.00%	0.00%
	12		9	6	9	9	9	9

	POWER		UTILITY RELOCATION	
	ESTIMATED SOFT COSTS		ESTIMATED SOFT COSTS	
ENGINEERING DESIGN AND CONSTRUCTION ADMIN. GEOTECHNICAL AND TESTING LEGAL FISCAL INTEREST DURATION (MONTHS)	20.00%	20.00%	20.00%	
	N/A	N/A	N/A	
	5.00%	5.00%	5.00%	
	2.50%	2.50%	2.50%	
	7.00%	7.00%	7.00%	
	9	12	12	

EXHIBIT "K"

SANITARY SEWER AGREEMENT

This Agreement, made and entered into this 21st day of August, 2026, among MDC PMG LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Subdivider"), and SANITARY AND IMPROVEMENT DISTRICT NO. 387 of Sarpy County, Nebraska (hereinafter referred to as "District"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider, District and City have entered into a Subdivision Agreement dated the 21st day of August, 2026; and

WHEREAS, City operates its own sanitary sewer system; and

WHEREAS, the land within the District is outside of the current sanitary sewer system area of City; and

WHEREAS, Subdivider and District wish to provide for a sanitary sewer system for the lots to be developed in the District.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Subdivider and District will install all sanitary sewer lines for Lots 1 thru 94.
2. After construction of the mains in a manner satisfactory to the City's Engineer, Subdivider and District shall be allowed to connect the mains in the District to the City sanitary sewer system.
3. During such time as District remains outside of the corporate limits of City, District shall have the responsibility to maintain all sanitary sewer mains within the District. All maintenance shall meet the requirements of City.
4. Individual lot owners shall be permitted to connect to the sanitary sewer mains and City will provide sanitary sewer service to them, provided, however, the lots must pay all applicable taxes and fees.
5. All individual consumers will have to enter into a sanitary sewer system agreement with City and obey all City ordinances and regulations regarding sanitary sewer use.
6. All individual consumers will pay for sanitary sewer service at 1.5 times the rate for consumers within the corporate limits of City.

7. Subdivider reserves the sanitary sewer system for 94 single-family residential lots and Subdivider and District will not develop any more than that number of lots or change the use on the lots without the written permission of City.
8. If no lot owner of any lot within District has become a sanitary sewer service customer of City within two (2) years after the date of this Sanitary Sewer Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement.
9. This Agreement shall terminate twenty-five (25) years after the date of this Sanitary Sewer Agreement and City shall have no further obligation under this Agreement.
10. This Agreement incorporates all of the terms of the Subdivision Agreement between Subdivider, District, and City.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

Barbara Henninger 8-21-26
CITY CLERK DATE

Robert Roseland 8-21-26
MAYOR DATE

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 387 OF SARPY COUNTY, NEBRASKA

Michelle Reimer
DATE

[Signature]
CHAIRMAN DATE

ATTEST: ..

MDC PMG LLC

Michelle Reimer
DATE

[Signature]
MANAGER DATE

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

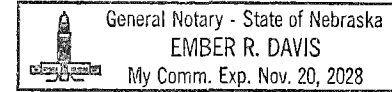
On this 21st day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Barbara Henninger, personally known by me to be the City Clerk of the City of Springfield, and the

identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Ember R. Davis
NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

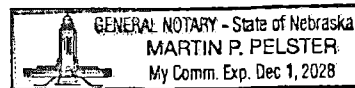
On this 12th day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul McClure, personally known by me to be the Chairman of Sanitary and Improvement District No. 387 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Martin P. Pelster
NOTARY PUBLIC

(SEAL)

ACKNOWLEDGMENT OF NOTARY:



STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 12th day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul McClure, personally known by me to be the Manager of MDC PMG LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Subdivider.

WITNESS my hand and Notarial Seal the day and year last above written.

Martin P. Pelster
NOTARY PUBLIC

(SEAL)

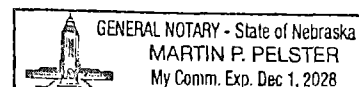


EXHIBIT "L"

WATER AGREEMENT

This Agreement, made and entered into this 21st day of August, 2026, among MDC PMG LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Subdivider"), and SANITARY AND IMPROVEMENT DISTRICT NO. 387 of Sarpy County, Nebraska (hereinafter referred to as "District"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider, District and City have entered into a Subdivision Agreement dated the 21st day of August, 2026; and

WHEREAS, City operates its own water supply system; and

WHEREAS, the land within the District is outside of the current water supply area of City; and

WHEREAS, Subdivider and District wish to provide for a water supply for the lots to be developed in the District.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Subdivider and District will install all interior water mains for Lots 1 thru 94.
2. After construction of the interior mains in a manner satisfactory to the City's Engineer, Subdivider and District shall be allowed to connect the mains in the District to the City water supply mains.
3. During such time as District remains outside of the corporate limits of City, District shall have the responsibility to maintain all water mains within the District. All maintenance shall meet the requirements of the City.
4. Individual lot owners shall be permitted to connect to the water mains and City will provide water to them, provided, however, the lots must pay all applicable taxes and fees.
5. All individual consumers will have to enter into a water supply agreement with City and obey all City ordinances and regulations regarding water metering and water use.
6. All individual consumers will pay for water at 1.5 times the rate for consumers within the corporate limits of City.

7. Subdivider reserves the water supply for 94 single-family residential lots and Subdivider and District will not develop any more than that number of lots or change the use on the lots without the written permission of City.
8. If no lot owner of any lot within District has become a water customer of City within two (2) years after the date of this Water Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement.
9. This Agreement shall terminate twenty-five (25) years after the date of this Water Agreement and City shall have no further obligation under this Agreement.
10. This Agreement incorporates all of the terms of the Subdivision Agreement between Subdivider, District, and City.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

Barbara Henninger 8-21-26
CITY CLERK DATE

Robert Roseland 8-21-26
MAYOR DATE

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 387 OF SARPY COUNTY, NEBRASKA

Michelle Leeceen
DATE

Barbara Henninger
CHAIRMAN DATE

ATTEST:

MDC PMG LLC

Michelle Leeceen
DATE

Barbara Henninger
MANAGER DATE

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

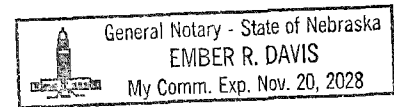
On this 21st day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Barbara Henninger, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they

acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Ember R. Davis
NOTARY PUBLIC

(SEAL)



ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

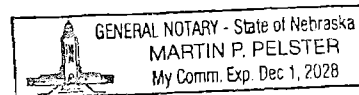
On this 12th day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul McCune, personally known by me to be the Chairman of Sanitary and Improvement District No. 387 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Martin P. Pelster
NOTARY PUBLIC

(SEAL)

ACKNOWLEDGMENT OF NOTARY:



STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 12th day of August, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Paul McCune, personally known by me to be the Manager of MDC PMG LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Subdivider.

WITNESS my hand and Notarial Seal the day and year last above written.

Martin P. Pelster
NOTARY PUBLIC

(SEAL)

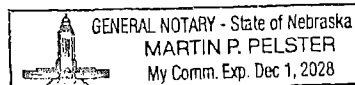


EXHIBIT "M"
TRAFFIC STUDY

Final Traffic Study for Springview, 132nd Street and Pflug Road, Springfield, Nebraska as prepared by Matthew L. Kruse, P.E. (E-11507) of Lamp Rynearson, 14710 West Dodge Road, Omaha, Nebraska, stamped May 29, 2026.

NOTICE:

The complete text, maps, and engineering data for this exhibit are too large for standard filing.

The full document is on file and available for public view at:

Springfield City Hall
170 N 3rd Street
Springfield, NE 68059

EXHIBIT "N"

ARTICLES OF INCORPORATION OF SPRINGVIEW HOMEOWNERS ASSOCIATION, INC.

The undersigned, for the purpose of incorporating and organizing a corporation under the Nebraska Nonprofit Corporation Act and all amendments thereto (the "Act"), certifies and adopts the following Articles of Incorporation (the "Articles"):

ARTICLE I. NAME

The name of the corporation is Springview Homeowners Association, Inc. ("the Association").

ARTICLE II. DESIGNATION

This Association is a mutual benefit corporation and shall have members.

ARTICLE III. INITIAL REGISTERED OFFICE AND AGENT

The street address of the Association's initial registered office is 2120 South 72nd Street, Suite 1200, Omaha, Nebraska 68124, and the name of its initial registered agent at such address is Martin P. Pelster.

ARTICLE IV. INCORPORATOR

The name and street address of the incorporator of the Association is:

Martin P. Pelster
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

ARTICLE V. MEMBERS

The subdivision, Springview, has been divided into residential lots initially including the following described real estate:

Lots 1 through 94, inclusive, (each a "Lot") and Outlots A through G inclusive, Springview, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska

and is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Springview, a subdivision in Sarpy County, Nebraska recorded on _____. 2026, as Instrument No. _____ (the "Declaration," as the same may be amended from time to time). The Association shall also include such additional tracts of property as the Declarant (as defined in the Declaration), pursuant to the terms of the Declaration, or the Board of Directors of this Association shall determine.

Every person or entity who is the record owner of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and every purchaser under a recorded contract for sale and purchase of any Lot under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract, shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by this Association.

ARTICLE VI. MEMBER VOTING RIGHTS

The Association shall have two classes of voting membership:

A. Class A Members are all of the Members except the Declarant referred to in the aforementioned Declaration, its successors and assigns. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member. When there is more than one (1) person or entity holding an interest in any Lot, then all such persons or entities shall be Members; provided, however, that the vote for each such Lot shall be exercised as such persons or entities shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

B. Class B Members shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership once 80% or more of the Lots, including such additional tracts of property subsequently included in the Association, are owned by Class A Members.

ARTICLE VII. PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to provide for operation, maintenance, preservation, and architectural control of the Lots and Common Facilities (as defined in the Declaration) pursuant to the Declaration, to enforce the covenants within the Declaration, and to promote the health, safety, welfare, and the recreational and residential purposes of the Springview subdivision and the Members. The Association shall be authorized to:

A. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association, as the same may be amended from time to time as therein provided, said Declaration and Bylaws being incorporated herein as if set forth at length;

B. participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property, provided that any such merger, consolidation or annexation shall have the approval of two-thirds (2/3) of the votes cast by the Members, provided, however, this section shall not be deemed to require approval of the Members for the Declarant to add property to the Association pursuant to the terms of the Declaration;

C. exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise, which are not otherwise prohibited by these Articles, the Declaration or the Bylaws;

ARTICLE VIII. DIRECTORS AND OFFICERS

The management of this Association shall be vested in a Board of Directors of not less than three (3) directors, and in a president, vice-president, secretary and treasurer, all of whom shall be elected as provided in the Bylaws. The Association shall initially be managed by a board of three (3) directors, and thereafter, by such number as determined in accordance with the Bylaws of the Association. Directors and officers need not be Members of this Association. The Association shall indemnify any past or present director or officer of the Association to the fullest extent permitted by the Act, as amended from time to time.

ARTICLE IX. MISCELLANEOUS

A. The private property of the Members of the Association shall not be subject to the payment of any debts, liabilities, or obligations of the Association.

B. The Association shall neither have nor issue shares of stock. No dividend shall be paid and no part of the income of the Association shall inure to the benefit of or be distributed to its Members, directors or officers.

C. The internal affairs of the Association shall be controlled by the Bylaws which shall initially be adopted by the initial Board of Directors.

ARTICLE X. AMENDMENT

Amendment to these Articles shall require the approval of not less than seventy-five percent (75%) of each class of Members at a regular or special meeting of the Members called for that purpose.

**ARTICLE XI.
DISSOLUTION**

The Association may be dissolved with the approval of the owners of at least 75% of the Lots; provided however, the Association may not be dissolved without the Declarant's consent while there are still Class B memberships outstanding. Upon dissolution of this Association, other than as incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency or another nonprofit corporation, association, trust, or other organization to be used for purposes similar to those for which this Association was created.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 12th day of August, 2026.



Martin P. Pelster, Incorporator

EXHIBIT "O"

BYLAWS OF SPRINGVIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

The name of this corporation is Springview Homeowners Association, Inc.. The principal office of the Association shall be located at the location designated with the Nebraska Secretary of State, as the same may be amended from time to time, but meetings of Members and of Directors may be held at such places within or outside the State of Nebraska as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Springview Homeowners Association, Inc. its successors and assigns.

Section 2. "Class A Members" shall be as set forth in the Articles of Incorporation for the Association.

Section 3. "Class B Members" shall be as set forth in the Articles of Incorporation for the Association.

Section 4. "Declarant" shall mean and refer to the Declarant as defined in the Declaration, its successors and assigns.

Section 5. "Declaration" shall mean and refer collectively to the Declaration of Covenants, Conditions, Restrictions and Easements of Springview Subdivision, a subdivision in Sarpy County, Nebraska recorded on _____, 2026, at Instrument No. _____ applicable to the Properties, as amended and restated from time to time.

Section 6. "Lot" shall mean and refer to any platted lot (other than platted outlots) shown upon any recorded subdivision map(s) of the Properties.

Section 7. "Member" shall mean and refer to those persons and/or entities entitled to membership as provided in the Declaration and Articles of Incorporation.

Section 8. "Owner" shall have the same meaning as in the Declaration.

Section 9. "Properties" shall mean and refer to all of Lots 1 through 94, inclusive, and Outlots A through G inclusive, Springview, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

ARTICLE III.

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting shall be held at such time as is designated by the Board of Directors. Each subsequent annual meeting of the Members shall be held each year, approximately one year from the previous annual meeting, on a date to be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or the Vice President, or by the Board of Directors, and shall be called by the Secretary of the Association or other authorized person upon receipt by any officer of the Association of a written request signed by Members of the Association holding at least twenty-five percent (25%) of the voting power of the Association.

Section 3. Notice of Meetings. Written notice of any meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than sixty (60) days, in advance of any such meeting to each Member entitled to vote thereat, addressed to such Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of such notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Notice of any meeting may be waived either before or after the meeting.

Section 4. Quorum and Proxies. The presence of Owners owning at least ten percent of the Lots shall constitute a quorum for any regular or special meeting of the Members. A Member may attend a meeting in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease when the Member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. No proxy shall be valid for more than three years from its date of execution. The death or incapacity of the Member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment. Appointment of a proxy is revoked by the person appointing the proxy either attending any meeting and voting in person, or signing and delivering to the Secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

Section 5. Informal Action by Members. Any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting by obtaining the written consents of Members holding at least eighty percent (80%) of the voting power of the Association; provided however, if the matter voted on requires a greater percentage approval pursuant to the Articles of Incorporation, the Declaration or these Bylaws then such greater percentage shall govern the number of consents required to be obtained for approval of such matter. The written consents shall describe the action taken and shall be signed by the consenting Members. Such

consents shall have the same force and effect as a meeting vote of the Members and may be described as such in any articles or documents filed with the Secretary of State.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of this Association shall be managed by a Board of three (3) directors provided, however, the number of directors may be increased or decreased (but to no fewer than three) from time to time by two-thirds (2/3) of the votes cast or a majority of the voting power of the Members, whichever is less at a meeting called for such purpose.

Section 2. Term of Office. Directors shall be elected for a term of one (1) year, and shall hold office until their successors shall be elected and qualified.

Section 3. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the votes cast by the Members of the Association at any meeting called for such purpose. In the event of death, resignation or removal of a director, his or her successor shall be selected by the affirmative vote of a majority of the remaining directors and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for any services rendered to the Association in his capacity as a board member. However, any director may be reimbursed for actual expenses incurred in the performance of official duties or be employed by the Association to perform any budgeted services.

Section 5. Informal Action by Directors. The directors shall have the right to take any action in the absence of a meeting which could have been taken at a meeting by obtaining the written consent of all of the directors, which consent may be executed by the directors in counterparts. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Director as Employee. Nothing herein contained shall prevent a director from also being an employee of the Association or being employed by the Association to perform any budgeted services.

Section 7. Quorum. A majority of the directors shall constitute a quorum at any meeting of the directors; but in no event shall a quorum consist of less than one-half of the number of directors so fixed or stated in the Articles of Incorporation. Any action taken by a majority vote of the directors present at any such meeting which has a quorum shall constitute an official act of the Board of Directors.

Section 8. Election. At each annual meeting of the Members of the Association, each member of the Board of Directors shall be elected to serve until the next annual meeting of the Members or until his or her successor shall have been duly elected and qualified. The Board of Directors is encouraged to seek nominees in advance of each annual meeting, however all

nominations shall be made at such annual meetings. Cumulative voting is not permitted. Each Member voting may cast as many votes as such Member shall be entitled to exercise under the provisions of the Declaration, for each director to be elected. Persons receiving the most votes shall be elected.

ARTICLE V. DIRECTORS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall immediately follow the annual meeting of the Members at which such directors shall be elected. No notice of such annual meeting shall be required.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President or by twenty percent (20%) of the directors then in office, upon two (2) days prior notice of the meeting given personally, by mail, or by telephone. Notice of any meeting may be waived either before or after the meeting.

Section 3. Regular Meetings. Quarterly or other periodic meetings of the Board of Directors may be held as needed in addition to the annual meetings.

ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have, in addition to those powers under Nebraska law, and the Declaration, the power to:

- (a) Adopt and publish rules and regulations governing the personal conduct of the Members and their guests and invitees, and to establish penalties for the infraction thereof;
- (b) Suspend any Member's voting rights and right to receive Association benefits during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for infraction of any rules and regulations of the Association;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and
- (d) Employ managers, independent contractors, and such other employees and agents, which individuals or entities may also be members of the Board of Directors, as the Board may deem necessary to accomplish the purposes of the Association set forth in the Declaration, and to prescribe their duties and set their compensation.

Section 2. Duties. In addition to those duties under Nebraska law and the Declaration, it shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all of its acts and of the corporate affairs at the registered office and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c)
 - (1) Fix the amount of the periodic assessments against each Lot at least thirty (30) days in advance of each assessment period, taking into account the limitations of each Declaration and the differences in the limitations therein, if any;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period;
 - (3) Commence collection activities against any Lot or Owner for unpaid assessments more than 30 days delinquent. If less severe collection procedures do not result in the payment of the delinquent assessments, the Board shall foreclose the lien against any Lot charged with the assessment or shall bring an action against the Owner personally obligated for the assessment, as, in the discretion of the Board, is most effective and expedient;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of any such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain general liability insurance as needed, and directors and officers liability insurance for the Association, its officers and directors, if desired;
- (f) Cause all officers and employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;
- (g) Perform any other acts necessary to carry out the obligations and purposes of the Association as described in the Declaration; and
- (h) Keep a record of the names and addresses of the Members entitled to vote.

ARTICLE VII.

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall include a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article, and appointed by the Board of Directors as it shall deem appropriate.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors.

Section 3. Term. Each officer of this Association shall be elected to hold office for a term of one (1) year or until such officer's successor shall have been elected and qualified, except as to the first elected officers.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board, or to the President or to the Secretary of the Association. Such resignation shall take effect upon delivery thereof, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation or removal shall be without prejudice to the contract rights, if any, of the officer so removed, nor shall such resignation or removal adversely affect the officer's membership on the Board of Directors.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. Any officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

Section 6. Multiple Offices. Any person may hold two (2) or more offices, provided, however, that no person shall at the same time hold the offices of President and Secretary, or President and Vice President.

Section 7. Duties of Officers:

- (a) The President shall perform all duties as may be prescribed by the Board of Directors, and shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments on behalf of the Association as authorized by the Board of Directors.
- (b) The Vice President shall act in place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

- (c) The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board of Directors and of the Members; shall be custodian of the corporate records; shall serve notice of meetings of the Board and of the Members; shall keep current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.
- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by the Board of Directors or the President or, in the absence of the President, the Vice President; shall sign all checks and promissory notes of the Association, along with any other person designated to sign the same by the Board of Directors; shall keep proper books of account; shall prepare an annual budget, and a statement of income and expenditures of the Association; and shall perform such other duties as may be required by the Board of Directors. The Treasurer shall also ensure that the books of the Association are reviewed annually for tax return purposes and compliance with all applicable state statutes.

ARTICLE VIII. COMMITTEES

The Board of Directors may, by majority vote, designate and appoint one or more committees to provide assistance to the Board of Directors in carrying out the purposes of the Association. Upon the Declarant's filing of a statement terminating its status as the Declarant under the Declaration, the Board shall appoint an architectural control committee to execute and enforce the provisions of the Declaration relating to architectural control. No committee, however, shall operate to relieve the Board of any responsibility imposed upon it by law, nor have and exercise the authority of the Board of Directors in the management of the Association. Each committee shall consist of two or more directors.

ARTICLE IX. BOOKS AND RECORDS

The books, records of account, and minutes of the proceedings of the Members, Board of Directors, and committees having the authority of the Board of Directors, and papers of the Association shall be kept and retained at all times, during reasonable business hours, subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X. INSURANCE

The Association shall purchase and provide comprehensive general liability coverage insurance as shall be determined from time to time by the Board of Directors of the Association.

The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association, for its officers, and members of the Board of Directors, if determined by the Board of Directors to be desirable. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each Member other than the Declarant is obligated to pay to the Association annual assessments and special assessments which are secured by a continuing lien upon the Lot or parcel against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If any assessment is not paid when due, such assessment shall bear interest from the date of delinquency at the rate provided in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. Should any part of any assessment remain unpaid for more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of such assessment for said year to be immediately due and thereafter delinquent. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or transfer of such Owner's Lot or parcel except as set forth in writing by the Board of Directors.

ARTICLE XII. MISCELLANEOUS

Section 1. These Bylaws may be amended at any regular or special meeting of the Members by a vote of two-thirds (2/3) of the votes cast or a majority of the voting power, whichever is less.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. The classes of membership and voting rights of the Members are as set forth in the Articles of Incorporation.

ARTICLE XIII. FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year of the Association shall begin with the date of incorporation.

EXHIBIT "P"

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPRINGVIEW, A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by MDC PMG, LLC a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 94, inclusive and Outlots A through G, inclusive being a platting of Tax Lot 37A1A1A, in the Southeast Quarter of Section 24, Township 13 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Lots are situated in SPRINGVIEW, a residential subdivision situated in Sarpy County, Nebraska and herein referred to as "SPRINGVIEW". The Declarant desires to provide for the preservation of the values and amenities of SPRINGVIEW, for the maintenance of the character and residential integrity of SPRINGVIEW, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of SPRINGVIEW.

NOW, THEREAFTER, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
DEFINITIONS

1. "Association" shall mean and refer to the SPRINGVIEW Homeowners Association, Inc. a Nebraska nonprofit corporation, its successors and assigns.
2. "Owner" shall mean and refer to:
 - (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
 - (b) The purchaser, whether one or more person or entities, under a recorded contract for sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.
3. "Properties" shall mean and refer to:

Lots 1 through 94, inclusive and Outlots A through G, inclusive being a platting of Tax Lot 37A1A1A, in the Southeast Quarter of Section 24, Township 13 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.
4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one or two parcels resulting from a Lot split and Outlots all in the Subdivision.
5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling and a certificate of occupancy issued for such dwelling.
6. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.
7. "Common Area" shall mean and refer to Outlots A-G, SPRINGVIEW and any improvements thereon, to the extent such outlots are owned by the Association, and any additional real property owned by the Association. The Association shall maintain the Common Area.
8. "Common Facilities" shall include parks, dedicated and non-dedicated roads, walking trails (including 6' wide and 8' wide trail segments), mailboxes, mailbox structures, green areas, signs, and entrances for SPRINGVIEW and other improvements and facilities owned by the Association and/or Sanitary and Improvements District No. 387 of Sarpy County, Nebraska (SID 387) including, without limitation, the Common Area.
9. "Ground Floor Finished Living Area" shall mean the space of a dwelling at the ground level as viewed from the front elevation, which is intended for human occupancy and is heated and cooled by a permanent system, has finishes consistent with that of a dwelling in a

similar price point and is directly assessable from another finished living area. Said space is exclusive of attics, porches of any type, garages, porte-cocheres, storage areas, decks and patios.

ARTICLE II
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a Common Facility, church, school or park, or for other nonprofit use.
2. No residence, building, fence wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Declarant as follows:
 - (a) An Owner desiring to erect an Improvement on any Lot shall email a set of construction plans, detailed landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description, type, quality, color and use of materials proposed for the exterior of such improvement.
 - (b) Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within SPRINGVIEW subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome house, A-frame houses, and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant may refuse approval of the proposed Improvement.
 - (c) Written Notice of any approval of a proposed Improvement shall be emailed to the owners. Such notice shall be emailed if at all within thirty (30) days after the date of

submission of the plans. If notice of approval is not emailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

- (d) No Lot owner, or combination of Lot owners, or other person or persons, shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvements. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect of any proposed Improvement.

- (e) Dwelling construction requirements are as follow:

Lots 1-94 (SPRINGVIEW)

Minimum Ground Floor Finished Living Area (SF)

1 Story	1,500 SF
1.5 Story	950 SF
2 Story	950 SF

Dwelling Setbacks (feet from property line)

Front	25
Side	7
Street Side	15
Rear	25

Architectural Details: Front elevations shall be covered with 30% or more brick and/or stone. Two or Three Car Garages allowed. No wood shake shingles, Architectural Shingles black or weathered wood in color will be approved by the Declarant. Street side exposed foundation shall be covered with brick or stone. No vinyl siding. All driveways shall be constructed of concrete. Any fireplace chimneys extending above the roofline shall be covered with brick, stone, stucco or other material approved in writing by Declarant.

Fencing: No fence shall be installed without prior approval from Declarant. All fencing shall be constructed of black wrought iron or aluminum 4 to 6 feet in height. All perimeter fencing shall be aluminum 6 feet in height to maintain a consistent view from 132nd Street and Pflug Road.

Notwithstanding the forgoing requirements, the Declarant, in its sole discretion, shall have the right, but not the obligation, to allow variances to the building requirements by granting a specific written variance.

- (f) Landscape plan submitted: as per Section (a) above, the plans shall conform to the following standards:
- Plans shall indicate any grade changes, wall and berms.
 - Each site shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs and

perennials/groundcovers. A minimum of one (1) tree shall be planted in the front yard and one (1) tree shall be planted in the rear yard of each property.

- Landscaping shall be installed during the first available planting season following substantial completion of building.
 - All swimming pool plans shall be approved by the Declarant and shall not extend more than one foot above ground level.
 - Minimum tree size is a 1' caliper B&B
 - No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant.
 - No wall shall exceed a height of six (6) feet unless otherwise approved by Declarant. All walls must be of brick, concrete, concrete pavers, limestone or other approved interlocking materials. No wood/railroad tie walls will be allowed.
3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single family dwelling which does not exceed two and one-half stories in height.
 4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in an way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. The foregoing restriction in this Article II, Section 4 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if an, by Declarant, or its agents and assigns, during the development and sale of Lots.
 5. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any lot. Notwithstanding the foregoing, an antenna or dish that is designed to receive over the air video programming signals that does not exceed one meter in diameter, and that is attached directly to the residence may be permitted provided that the location and size of the proposed antenna or dish is fist approved by Declarant or its assigns. No tree house, tool shed, doll house, windmill, exterior solar heating or cooling devices, or similar structures shall be permitted on any Lot.
 6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
 7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other

than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except non-commercial vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Article II, Section 7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Springfield, Nebraska.

8. No incinerator, trash burner or outside fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.
9. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
10. Construction must commence within one (1) year from closing date and any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.
11. A public sidewalk shall be constructed of concrete a minimum width of four (4) feet in front of each Lot and upon each street side of each corner lot, except that a six (6) foot sidewalk shall be constructed adjacent to Lots 14-18 and 88-94.. The sidewalk shall be placed six and a half (6.5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Springfield.
12. Repair or replacement of driveway approaches shall be of concrete and the responsibility of the Lot Owner. No asphalt overlay of driveway approaches will be permitted.
13. The walking trails and sidewalks within the development shall be used for walking, biking and any non-motorized vehicles. ATV's, UTV's, golf carts, mini bikes, dirt bikes, go-carts, electric scooters and motorized skateboards are not permitted on the walking trails or sidewalks.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed to be kept on any Lot, including pot-bellied pigs.
15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as not to be visible from the street. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.
16. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
17. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed and the reason therefore, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article I. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a diameter larger than one (1) inch at a height of five (5) feet. Unless waived in writing by the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along public sidewalk easement area on their Lot. Should any of such trees, shrubs or bushes be removed, die or deteriorate into poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such replacement does not occur upon thirty (30) days written notice from either Declarant or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the owner of the Lot for such replacement as allowed hereinafter.
18. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant of the Architectural Control Committee, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

ARTICLE III
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of SPRINGVIEW Homeowners Association, a Nebraska not-for-profit corporation (herein referred to as the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of SPRINGVIEW, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as walking trails, playgrounds and parks; dedicated and nondedicated roads, green areas, signs and entrances for SPRINGVIEW. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary and Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of SPRINGVIEW; and the protection and maintenance of the residential character of SPRINGVIEW.

2. Membership and Voting. The Owner of each Lot shall be a Member of this Association. The Association shall include further phases of SPRINGVIEW as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association, except that the Declarant shall have three votes for each Lot owned by the Declarant until the total number of Lots owned by non-Declarants equals 80% of the total number of Lots included in the Association (including further phases of SPRINGVIEW as developed by the Declarant), at which time all Lots shall be entitled to one vote.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, as in effect from time to time and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlots and other public property and improvements on parks or public property within or near SPRINGVIEW.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any entrance landscaping, entrance monuments, parks, trees, shrubs and signs that have been installed by Declarant in generally good and neat condition and any property or lots which the Association may own.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid dues or assessments.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association described in this Article.
10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11 below, the aggregate annual dues which may become due and payable in any year shall not exceed Two Hundred Dollars (\$200.00) per Lot.
11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. In addition to the annual dues fixed in accordance with Article III, Section 10, above, the aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot unless the Board decides by unanimous vote to exceed such amount.
12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided above.
13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.
14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.
15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust

given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV. EASEMENTS

1. Easements are provided for in the final plat of SPRINGVIEW which is filed in the Register of Deeds of Sarpy County, Nebraska (Instrument No. _____)

ARTICLE V. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only to the Declarant, the Declarant or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by owners of not less than sixty percent (60%) of the Lots covered by this Declaration.

3. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the SPRINGVIEW subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

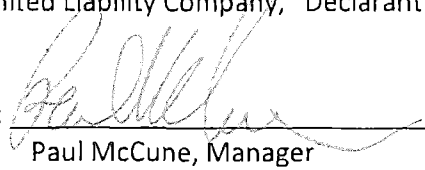
4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant shall appoint the Association or another entity, association or individual to serve

as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 27 day of July, 2026.

MDC PMG, L.L.C., a Nebraska
Limited Liability Company, "Declarant"

By: 
Paul McCune, Manager

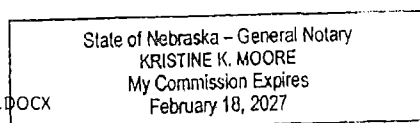
STATE OF NEBRASKA)

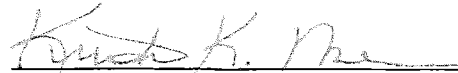
) ss:

COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 27 day of July, 2026, by Paul S. McCune, personally known to me to be the Manager of MDC PMG, L.L.C., a Nebraska limited liability company and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

01350582.DOCX




Notary Public