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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 MAR -2 AM 10: 10

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RESTRICTIVE COVENANT AGREEMENT

This Agreement is made and entered into this 1st day of March, 1999, by and between ROBERT C. LUIKART AND GEORGIANA LUIKART (the "Luikarts") and SADDLEBROOK DEVELOPMENT, LLC, a Nebraska limited liability company ("Saddlebrook").

Preliminary Statement

The Luikarts have agreed to sell to Saddlebrook certain real property in Douglas County, Nebraska, as legally described in an Option Agreement between the Luikarts and Horgan (herein the "Property"). One of the buildings on the Property is utilized by the Luikarts as an equestrian center (herein the "Restricted Building"). In connection with the sale of the Property, the Luikarts have required that an additional sum of Two Hundred Fifty Thousand Dollars ($250,000) shall be paid to the Luikarts if the Restricted Building is removed or torn down on or before March 1, 2004.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In the event the Restricted Building is removed or torn down on or before March 1, 2004, the owner of the property legally described on Exhibit "A" attached hereto (the "Restricted Property") shall, within thirty (30) days after the Building is removed or torn down, pay to the Luikarts the sum of Two Hundred Fifty Thousand Dollars ($250,000).

2. In the event the Restricted Building is destroyed or is damaged to the extent it is substantially unusable or constitutes a nuisance or hazard, by a natural disaster, fire, or event of casualty not caused by, or within the control of, the owner of the Restricted Property, then in such event, the owner of the Restricted Property shall be excused from payment required by Section 1 of this Agreement, and this Agreement shall be deemed terminated and of no further force and effect.

3. This Agreement shall terminate and be of no further force and effect on April 1, 2004, unless earlier terminated by the occurrence of: (i) payment to the Luikarts in accordance with Paragraph 1 above; or (ii) the occurrence of an event as described in Paragraph 2 above.

3125 #

FEE 20.50 FB 01-16000 KP

BKP 35-116-11 C/O ____ COMP EB

DEL ____ SCAN dc FV ____

Douglas - 31D446 r1

4. The parties agree and understand that this Agreement does not convey to the Luikarts any right, license, lease, or title to use or utilize the Restricted Building, it being understood and agreed that except for the limited authorization granted by letter dated March 1, 1999, no such rights exist in favor of the Luikarts. Saddlebrook and its successors in title to the Restricted Property shall have all rights of occupancy and title to the Restricted Property and the Restricted Building.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

Robert C. Luikart
Robert C. Luikart

Georgiana Luikart
Georgiana Luikart

SADDLEBROOK DEVELOPMENT, LLC, a Nebraska limited liability company

By: CJ Investments, LLC, a Nebraska limited liability company, Member

By: _____
Robert P. Horgan, Manager

By: VAPY Land, LLC, a Nebraska limited liability company, Member

By: _____
John C. Allen, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by Robert P. Horgan, Manager of CJ INVESTMENTS, LLC, a Nebraska limited liability company, on behalf of the company, member of Saddlebrook Development, LLC, a Nebraska limited liability company, on behalf of the company.

GENERAL NOTARY-State of Nebraska
JAMES D. BUSER
My Comm. Exp. June 25, 2000

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by John C. Allen, President of VAPY LAND, LLC, a Nebraska limited liability company, on behalf of the company, member of Saddlebrook Development, LLC, a Nebraska limited liability company, on behalf of the company.

GENERAL NOTARY-State of Nebraska
JAMES D. BUSER
My Comm. Exp. June 26, 2000

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by ROBERT C. LUIKART.

GENERAL NOTARY-State of Nebraska
JAMES D. BUSER
My Comm. Exp. June 26, 2000

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by GEORGIANA LUIKART.

GENERAL NOTARY-State of Nebraska
JAMES D. BUSER
My Comm. Exp. June 26, 2000

Notary Public

36269

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the South Half of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 35;

Thence North 02°55'25" West for 1798.64 feet along the west line of the said Southeast Quarter of Section 35 to the TRUE POINT OF BEGINNING;

Thence North 18°15'19" West for 236.73 feet;

Thence North 78°25'03" West for 367.61 feet;

Thence South 87°01'09" West for 244.52 feet to the west line of the East Half of the Southwest Quarter of Section 35;

Thence North 02°58'51" West for 205.00 feet along the west line of the East Half of the Southwest Quarter of Section 35;

Thence North 87°01'09" East for 358.84 feet;

Thence South 54°30'34" East for 192.07 feet;

Thence along a curve to the right (having a radius of 175.00 feet and a long chord bearing North 57°20'50" East for 91.49 feet) for an arc length of 92.57 feet;

Thence North 72°30'01" East for 226.30 feet;

Thence along a curve to the right (having a radius of 225.00 feet and a long chord bearing South 84°03'36" East for 179.00 feet) for an arc length of 184.09 feet;

Thence North 71°40'02" East for 381.19 feet;

Thence South 17°35'32" East for 88.89 feet;

Thence South 22°26'13" East for 163.13 feet;

Thence South 00°13'38" West for 131.24 feet;

Thence North 89°52'20" East for 175.27 feet;

Thence South 09°23'24" West for 95.61 feet;

Thence South 02°02'33" West for 189.31 feet;

Thence along a curve to the left (having a radius of 650.00 feet and a long chord bearing South 05°22'44" East for 167.92 feet) for an arc length of 168.39 feet;

Thence South 12°48'01" East for 52.62 feet;

Thence South 79°13'07" West for 200.10 feet;

Thence South 60°55'49" West for 209.44 feet;

Thence North 76°50'03" West for 135.59 feet;

Thence North 55°53'08" West for 309.34 feet;

Thence North 44°43'15" West for 77.47 feet;

Thence North 26°55'15" West for 86.87 feet;

Thence North 18°15'19" West for 181.03 feet to the Point of Beginning.

Contains 21.39 acres.

NESW
NWSE
NESE
SWSE
SESE

February 17, 1999
LAMP, RYNEARSON & ASSOCIATES, INC.
96057.01 002 (Area of Proposed Phase 2)

MISC 2003246714

DEC 24 2003 13:30 P 3

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

RECEIVED

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the **"Properties"** in the County of Douglas, State of Nebraska, described as follows:

> Lots 232 through 382, inclusive, and Outlots 13 through 15, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska;

and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

misc 3

FEE 90.50 FB 05-34472
BKP _____ C/O _____ COMP ____
DEL _____ SCAN _____ FV _____

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NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlots:

Outlot 13: Common facilities for path, sidewalk and/or green area.

Outlot 14: Common facilities for path, sidewalk and/or green area.

Outlot 15: Common facilities for path, sidewalk and/or green area.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 3 day of December, 2003.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

By: _____
John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By: Robert J. Horak
Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3 day of December, 2003, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.

GENERAL NOTARY-State of Nebraska
LISA M. ROBBINS
My Comm. Exp. May 1, 2004

Lisa M. Robbins
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9TH day of December, 2003, by Robert J. Horak, Vice President of The First National Bank of Omaha, a national banking association, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
PAMELA M. WAITE
My Comm. Exp. December 20, 2006

Pamela M. Waite
Notary Public

MISC 2005136959

OCT 31 2005 14:40 P 4

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/31/2005 14:40:11.61
2005136959

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLEBROOK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on December 24, 2003, in Instrument 2003246714 and which governs Lots 232 through 382, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the **"Properties"** in the County of Douglas, State of Nebraska, described as follows:

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BKP ____ C/O ____ COMP CP
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Lots 383 through 427, inclusive, and Outlot 16, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlot:

Outlot 16: Common facilities for path, sidewalk and/or green area.

In addition, under Section 1 of Article IV of the Architectural Control of the Declaration, Declarant adds mailboxes to the list of external improvements that require express prior written approval of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

By: _____
John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By: Robert J. Novak
Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.

GENERAL NOTARY - State of Nebraska
LISA M. ROBBINS
My Comm. Exp. May 1, 2008

Lisa M. Robbins
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27TH day of JUNE, 2005, by ROBERT J. HOCAK, VICE PRESIDENT of The First National Bank of Omaha, a national banking association, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
TRACY MORRISON
My Comm. Exp. Dec. 24, 2007

Tracy Morrison
Notary Public

CONSENT AND APPROVAL

FIRST NATIONAL BANK OF OMAHA, N.A., a national banking association, hereby acknowledges receipt of notice of Declarant's intent to record the foregoing Second Amendment To Declaration of Covenants, Conditions and Restrictions for Saddlebrook with respect to the real property described therein, and does further approve the contents thereof and consent to filing of same in the office of the Register of Deeds of Douglas County, Nebraska.

Dated this 27TH day of JUNE, 2005.

FIRST NATIONAL BANK OF OMAHA, N.A.

Attest:

~~Secretary~~ V.P.

By: Robert J. Horak

Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27TH day of JUNE, 2005, by ROBERT J. HORAK, VICE PRESIDENT of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.

GENERAL NOTARY-State of Nebraska
TRACY MORRISON
My Comm. Exp. Dec. 24, 2007

Tracy Morrison
Notary Public

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Date

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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BKP C/O COMP

DEL SCAN 0S FV

Re. File

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Telefax (402) 444-5248

Don W. Elliott, P.E.
Public Works Director

January 4, 2000

City of Omaha
Hal Daub, Mayor

Honorable President

and Members of the City Council,

The attached Resolution approves the Subdivision Agreement between Saddlebrook L.L.C., Saddlebrook Homeowners' Association, The Villas at Saddlebrook Homeowners' Association and Sanitary Improvement District (S.&I.D.) 446 of Douglas County, Nebraska and the City of Omaha. This Subdivision Agreement covers the public improvement of Saddlebrook, a subdivision located Northeast of 151st and Fort Streets.

This Subdivision Agreement stipulates which public improvements will be built by S.&.I.D. 446, those which will be paid for by special assessment and those to be paid for by General Obligation of S.&I.D. 446. The estimated total cost of improvements is $4,683,600.00 of which $1,883,850.00 will be paid by General Obligation. If S.&I.D. 446 is annexed by the City, any outstanding General Obligation Debt would be assumed by the City.

The Public Works Department requests your consideration and approval of the attached Resolution and Subdivision Agreement.

Respectfully submitted,

12/30/99
Don W. Elliott, P.E. Date
Director

This action has been reviewed and found to be in conformance with the Master Plan.

12.29.99
Robert C. Peters Date
Acting Planning Director

Approved as to Funding:

12/29/99
Louis A. D'Ercole Date
Finance Director

Referred to City Council for Consideration:

1/3/00
Mayor's Office/City Date

Approved:

12/29/99
Larry Foster, Acting Director Date
Parks, Recreation & Public Property

P:\PW1\9723.SKZ

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SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 2000 by and between Saddlebrook, L.L.C., a Nebraska Limited Liability Company, (hereinafter referred to as "Subdivider"); SANITARY AND IMPROVEMENT DISTRICT NO. 446 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "District"); the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"); SADDLEBROOK HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (hereinafter referred to as "Homeowners Association"); and THE VILLAS AT SADDLEBROOK HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (hereinafter referred to as "Village Association").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included with the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "area to be developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the District will build public improvements in the area to be developed, the District being a Sanitary and Improvement District created at the request of and controlled by the Subdivider, which is the sole Owner(s) of all the lands within the boundaries thereof; and,

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

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of same shall be specially assessed.

WHEREAS, the Homeowners Association, comprised of Lots 73 through 229 and outlots 6 through 11 of Saddlebrook and the Village Association, comprised of Lots 1 through 72 and outlots 1 through 4 of Saddlebrook have been created as homeowners associations for the residential properties within the area to be developed and will, among other things, provide maintenance for the common areas, including private streets and sidewalks.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. 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.

B. "Property benefitted" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites.

C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawing (Exhibit "B").

D. "General obligation" shall mean unassessable capital costs.

E. "Private Way" shall mean private rights of way to provide primary access to one or more properties along its continuance length. Outlot 1 is a Private Way.

F. "Natural Environmental Area" shall mean property acquired as public property to protect the unique natural area. Only minimal facilities shall be developed within these areas and only after close scrutiny of the environmental impact of those facilities. Access may be severely limited to these areas. These areas will be left in their natural state with virtually no regular maintenance provided. Therefore, the maintenance level shall be of a lesser standard than that provided for park property.

SECTION I

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. That the District shall also provide and deliver to the City written confirmation of a binding 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 improvements set forth herein:

A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by the Public Works Department), as shown on paving plan in the area marked Final Plat No. 1 prepared by Lamp, Rynearson and Associates, Inc., a copy of which is attached hereto as Exhibit "B".

B. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on sanitary sewer layout prepared by Lamp, Rynearson and Associates, Inc., a copy of which is attached hereto as Exhibit "C".

C. Storm sewers, inlets, manholes, and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plan in the area marked Final Plat No. 1 prepared by Lamp, Rynearson and Associates, Inc., a copy of which is attached hereto as Exhibit "C".

D. Water and gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the Metropolitan Utilities District. (Contract with MUD will be provided as soon as available but in no event longer than four (4) months from the date of execution of this Agreement).

E. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available but in no event longer than four (4) months from the date of execution of this Agreement). Decorative street lights may be used in the private ways.

(1) Private way lighting will be installed by the Subdivider, and Village Association agrees to pay for the cost thereof. The electric service lines for such lighting will be built, metered and billed separate from the electric service lines serving the remaining portions of the District. The District shall not spend any money on Private Way lighting.

(2) Village Association agrees to pay the cost of operation and maintenance of said decorative street lights and service lines.

(3) The District agrees to reimburse Village Association the cost of installing decorative street lights on 147th Street and Ellison Avenue adjacent to the cluster home area in exchange for Village Association's undertakings with respect to installation, operation and maintenance thereof. There

will be approximately ten street lights in the public streets at a cost of approximately $3,000 per light. Payment will be made as a maintenance expense from the general fund of the District.

(4) District shall be entitled to make other provisions for the care and maintenance of street light improvements on 147th Street and on Ellison Avenue in the event Village Association shall default under this agreement, in which event Village Association shall remain responsible for the cost of such alternate provisions.

F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available but in no event longer than four (4) months from the date of execution of this Agreement).

G. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider or District according to the following schedule:

(1) Sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e., circle) 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 both sides of any public streets within three (3) years of the recording of the subdivision plat.

(4) Along the north side of Saddlebrook Drive from 144th Street to 148th Street, a ten foot (10') wide trail shall be installed (if approved by the Corps of Engineers). If not approved by the Corps of Engineers, then the ten foot (10') trail shall be installed on Saddlebrook Drive from Fort Street to 148th Street.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all street and sidewalk construction shall be paid by special assessment against the property benefitted within the area to be developed, except for four foot (4') wide sidewalk along Fort Street and portions of Saddlebrook Drive and Ellison Avenue, a ten foot (10') wide trail along Saddlebrook Drive, street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B". Grading or paving of major streets may be a general obligation.

B. 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 benefitted within the area to be developed, provided,

(1) Connection charges paid to other sanitary and improvement districts shall be special assessed to the extent of special benefit to properties in the District, and the remainder may be a 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 of the District.

(3) The total cost of any outfall sanitary sewer serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "C".

C. The cost of storm sewers and appurtenances may be a general obligation of the District.

D. One hundred percent (100%) of the entire cost of water distribution system serving the area to be developed shall be specially assessed against the property benefitted within the area to be developed, except for pipes larger than eight inches (8"), where the cost difference between the actual pipe size and an eight inch equivalent may be a general obligation of the District. One hundred percent (100%) of the entire cost of water and 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.

E. 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 operating fund of the District.

F. The entire cost of the installation of electrical power service and gas distribution system shall be specially assessed against the property within the area to be so developed. The refunded charge from the Omaha Public Power District and MUD shall be credited in accordance with law, and if so credited to the District it shall be credited to the Bond Construction Account of the District.

G. Any payments to other sanitary and improvement districts, sanitary districts or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this Agreement.

H. Payments for interceptor sewer connection charges to the City of Omaha may, as provided in Section IX herein, be a general obligation of the District.

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

J. The Subdivider agrees to donate Outlot 12 containing 2.84 acres as a Natural Environmental Area to the District. The transfer of title to Outlot 12 to take place contemporaneously with the filling of the final plat.

K. The erosion control plan to be submitted to NDEQ and the City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "E". PMRNRD must approve said plan prior to City Engineers second signature on final plat. Costs for the initial installation of erosion control measures shall be paid by Subdivider. Removal of said 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, or with the written permission of the City Public Works Department authorizing their removal.

Sediment removal shall be paid as follows:

(1) During 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) Basin closure may be a general obligation of the District.

SECTION III

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of the City Engineer. The District shall not acquire any interest in real property without the prior approval of the City of Omaha.

SECTION IV

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. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.

C. 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.

SECTION V

Subdivider and District covenant and agree that the District created by the Subdivider will:

A. 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.

B. 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 area to be developed 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.

C. The District shall provide the following information to the City Engineer 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:

(1) A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.

(2) A plat of the area to be assessed.

(3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

(a) The amount paid to the contractor.

(b) 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 and bond fees.

(c) A special itemization of all costs of the District not itemized in (a) and (b) above.

D. 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 above notice requirement, 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 VI

A. The District agrees to annually levy a minimum ad valorem property tax rate of 88 cents per $100 of taxable valuation for all tax collection years through the year that all district warrants can be paid on a cash basis and/or are converted to bonded debt.

B. On or about June 1st of each year following the issuance of District bonds, the District's fiscal agent will deliver to the City Finance Director for review and approval a cash flow projection by year for a fifteen (15) year period. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, a projected annual general fund levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of the District.

C. The District's Board of Trustees agrees to adopt tax rate levies sufficient to fund the succeeding years general and bond fund projected obligations as required in the cash flow projections.

SECTION VII

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 VIII

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 ten (10) 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 the District, the City shall be granted and they shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Without prior written approval by the City, the District shall not permit any sewer lines or sewers 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 sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect connection 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.

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 area to be developed, which is discharging into the sewer system in violation of any applicable ordinances, statute, rule, or regulation.

G. 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. The prohibition provided for herein shall not apply to the retention of any 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.

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

I. The District expressly agrees that it is and shall be:

(1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of Omaha applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of Omaha; and,

(2) Bound by any terms and provisions which by ordinance, resolution, or rule of the City of Omaha 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 of Omaha.

J. The District agrees to collect an "equivalent front footage charge" in conformance with the following:

Where the property with which sewer connection is sought to be made is not within the bounds of a regular sanitary sewer district or private sewer district, or where such property has not been assessed or has not paid for the construction of the sewer to which connection is sought to be made, then in such case the Chief Plumbing Inspector of the Permits and Inspections Division shall not issue a permit for such sewer connection until the property owner shall have paid to the improvement district an equivalent front footage charge for the number of front feet of the entire property with which such connection is sought to be made. The equivalent front footage charge shall be the current charge in conformance with the requirements of the Omaha Municipal Code. The front footage charge collected shall be used to defray the general obligation of the sanitary and improvement district.

SECTION IX

A. Payment for Construction of Interceptor Sewers.

The District shall make payment to the City of Omaha the fee in the amount of $154,162.80 for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

Lots 1 through 229, inclusive, Saddlebrook *(Single family residential lots)* 229 lots @ $673.20 per lot	=	$154,162.80
Outlots 1 through 12, Saddlebrook (Will not utilize sewer system)	=	$ -0-

If the area is replatted or the use of such lots is changed, the fee charged shall be changed by the City on the basis of the wastewater flow generated compared to that generated by single-family residences.

B. Additional Plats.

In the event the Subdivider shall plat additional lots which will be in the District which he wishes to connect to the Omaha 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 of Omaha.

C. Special Sewer Connection Fee.

The District and the City agree that payment made under Section IX-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section IX-A and shall be collected by the District as a Special Sewer Connection Fee or shall be levied as a Special Assessment against the real estate described in Section IX-A as follows:

(1) Amount of Special Sewer Connection Fee.

The real estate shall be charged the special sewer fee amount as set forth in Section IX-A for each lot or parcel.

(2) Time of Collection.

The Special Sewer Connection Fee shall be collected by the District from the owner of each lot or parcel or real estate or levied as a Special Assessment in the amount as shown in Section IX-A prior to the time of any such lot or parcel is built upon and before the building sewer is connected to the Sanitary system of the District.

(3) Extent of Collection.

The Special Sewer Connection Fee will be collected by the District on each lot from the date of this Agreement until the District has collected by such payment or through Special Assessment the entire amount paid by the District to the City, as described in Section IX-A. The entire proceeds collected by the District will be used by the District to pay off the warrants or other debts incurred by the District in obtaining the funds paid to the City as required in Section IX-A.

D. City Sewer Connection and Sewer Use Fees to be Paid.

The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances, and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section IX-A herein, however, the City shall reduce its "Special Connection Fee -- Papillion Creek Watershed" for any lot listed in Section IX-A herein, by the amount paid by the District for that lot pursuant to that section and collected by the District from the party for whom the connection is made.

E. Issue of Sewer Permit.

No sewer permit will be issued by the City for any construction on any lot in the area described in Section IX-A until proof is furnished to the City of payment to the District of the Special Sewer Connection Fee or levy of the Special Assessment for that particular lot as called for in Section IX-A.

F. Audit of District's Records.

The City shall have access at all times to the District records for the purpose of auditing the accounts pertaining to collection of the Special Sewer Connection Fee.

G. Upon execution of this Agreement, the District shall make payment to the City in cash or warrants immediately convertible into cash in the amount as stated in Section IX-A of this Agreement. The City shall accept and retain such monies to make progress payments for the design, construction and construction supervision for building interceptor sewers.

SECTION X

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. 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 installation of improvements.

B. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.

C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

D. The Erosion Control Plan between the Subdivider and PMRNRD is attached hereto and incorporated herein as Exhibit "E". Costs for the initial construction of erosion control measures shall be paid by Subdivider. The City of Omaha NPDES Permit must be obtained prior to the City Engineer's second signature. Sediment basins are to remain in place until 75% of the area draining to the basin is fully developed, or with the written permission of the Public Works Department authorizing their removal.

E. The Subdivider shall construct and pay for the pavement in Outlots 1, 2, 3 and 4. The Public Works Department shall approve of the plans for such improvements prior to construction. The pavement shall be built to City's standards with 7" thick concrete. Lamp, Rynearson and Associates shall provide the design and provide project management and inspection and shall certify the completion of the work and provide as-built drawings to the Public Works Department upon completion.

F. Outlots 1, 2, 3 and 4 shall serve as private access ways to serve the Village Association. The Subdivider shall transfer ownership and maintenance responsibility of these outlots to the Village Association contemporaneously with the filing of the final plat.

G. Outlot 5 will be dedicated as right of way and the maintenance responsibility of Outlot 5 will be assumed by the Homeowners Association. Outlot 12 will be a Natural Environment Area.

H. Outlots 6, 7, 8, 9, 10 and 11 shall serve as landscaped areas for the subdivision. The Subdivider shall transfer ownership and maintenance responsibility of these outlots to the Homeowners Association contemporaneously with the filing of the final plat. Public sidewalks and trails adjacent to outlots 6 through 11 shall be maintained by the Homeowners Association and the Village Association.

I. This Subdivision Agreement shall be binding upon the parties hereto, their respective successors and assigns.

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

CITY OF OMAHA

Mayor

Dated: _____

ATTEST:

Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 446 OF DOUGLAS COUNTY, NEBRASKA

Chairman

SADDLEBROOK, L.L.C., a Nebraska Limited Liability Company by CJ Investments, LLC, a Nebraska Limited Liability Company

Manager

Dated: _____

THE VILLAS AT SADDLEBROOK HOMEOWNERS ASSOCIATION, A Nebraska Non-Profit Corporation

President

Dated: _____

SADDLEBROOK HOMEOWNERS ASSOCIATION A Nebraska Non-Profit Corporation

President

Dated: _____

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 9 day of December, 1999 before me a notary public in and for said state, personally came Robert P. Horgan, Manager of CJ Investments, LLC, a Nebraska limited liability company, authorized member of Saddlebrook, L.L.C., a Nebraska limited liability company, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his/her voluntary act and deed.

GENERAL NOTARY-State of Nebraska
JAMES F. KASHER
My Comm. Exp. April 26, 2001

James F. Kasher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of _____, 19___, before me a notary public in and for said state, personally came John C. Czerwinski, Jr., President of The Villas at Saddlebrook Homeowners Association, a Nebraska Non-Profit Corporation, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his/her voluntary act and deed.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of _____, 19___, before me a notary public in and for said state, personally came John C. Czerwinski, Jr., President of Saddlebrook Homeowners Association, a Nebraska Non-Profit Corporation, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his/her voluntary act and deed.

_____
Notary Public

57536.3

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

ACTING

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

CITY OF OMAHA

Mayor

Dated: 1/27/00

ATTEST:

Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 446 OF DOUGLAS COUNTY, NEBRASKA

Chairman

SADDLEBROOK, L.L.C., a Nebraska Limited Liability Company by CJ Investments, LLC, a Nebraska Limited Liability Company

Manager

Dated: 12-8-99

THE VILLAS AT SADDLEBROOK HOMEOWNERS ASSOCIATION, A Nebraska Non-Profit Corporation

President

Dated: 12/8/99

SADDLEBROOK HOMEOWNERS ASSOCIATION A Nebraska Non-Profit Corporation

President

Dated: 12/8/99

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 8 day of December, 1999, before me a notary public in and for said state, personally came Robert P. Horgan, Manager of CJ Investments, LLC, a Nebraska limited liability company, authorized member of Saddlebrook, L.L.C., a Nebraska limited liability company, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his/her voluntary act and deed.

GENERAL NOTARY-State of Nebraska
TERENCE J. ATKINS
My Comm. Exp. Nov. 30, 2001

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 8 day of December, 1999, before me a notary public in and for said state, personally came John C. Czerwinski, Jr., President of The Villas at Saddlebrook Homeowners Association, a Nebraska Non-Profit Corporation, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his/her voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 8 day of December, 1999, before me a notary public in and for said state, personally came John C. Czerwinski, Jr., President of Saddlebrook Homeowners Association, a Nebraska Non-Profit Corporation, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his/her voluntary act and deed.

Notary Public

57536.3

SADDLEBROOK

LOTS 1 THROUGH 72, INCLUSIVE, AND OUTLOTS 1 THROUGH 4, INCLUSIVE, A CLUSTER SUBDIVISION AND LOTS 73 THROUGH 229, INCLUSIVE, AND OUTLOTS 5 THROUGH 12, INCLUSIVE, BEING A PLATTING OF PART OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

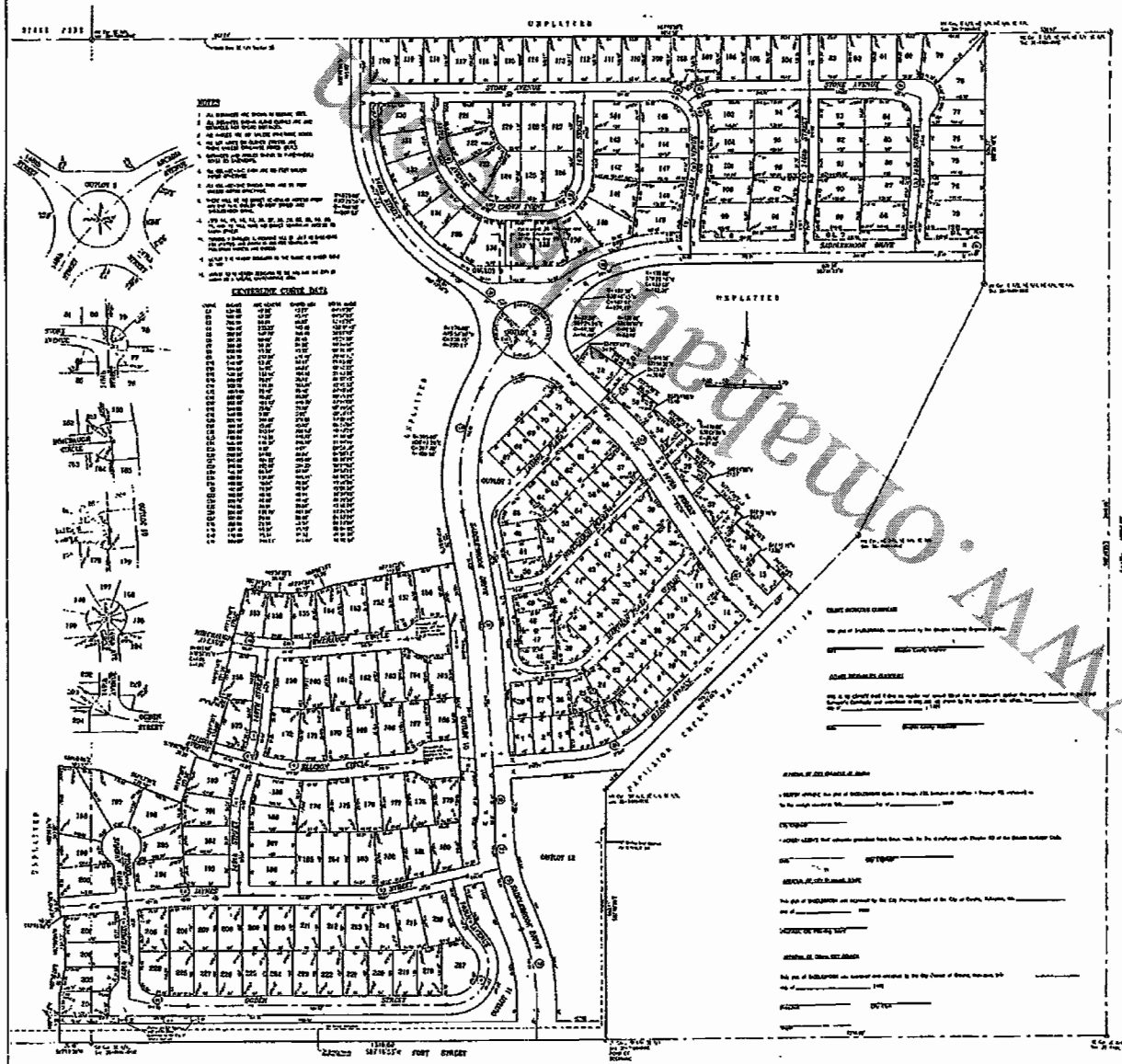


EXHIBIT A

lamp, rynearson & associates, inc.

SADDLEBROOK, 144TH STREET AND FORT STREET
DOUGLAS COUNTY, NEBRASKA

FINAL PLAT

sheet 1 of 1

SADDLEBROOK

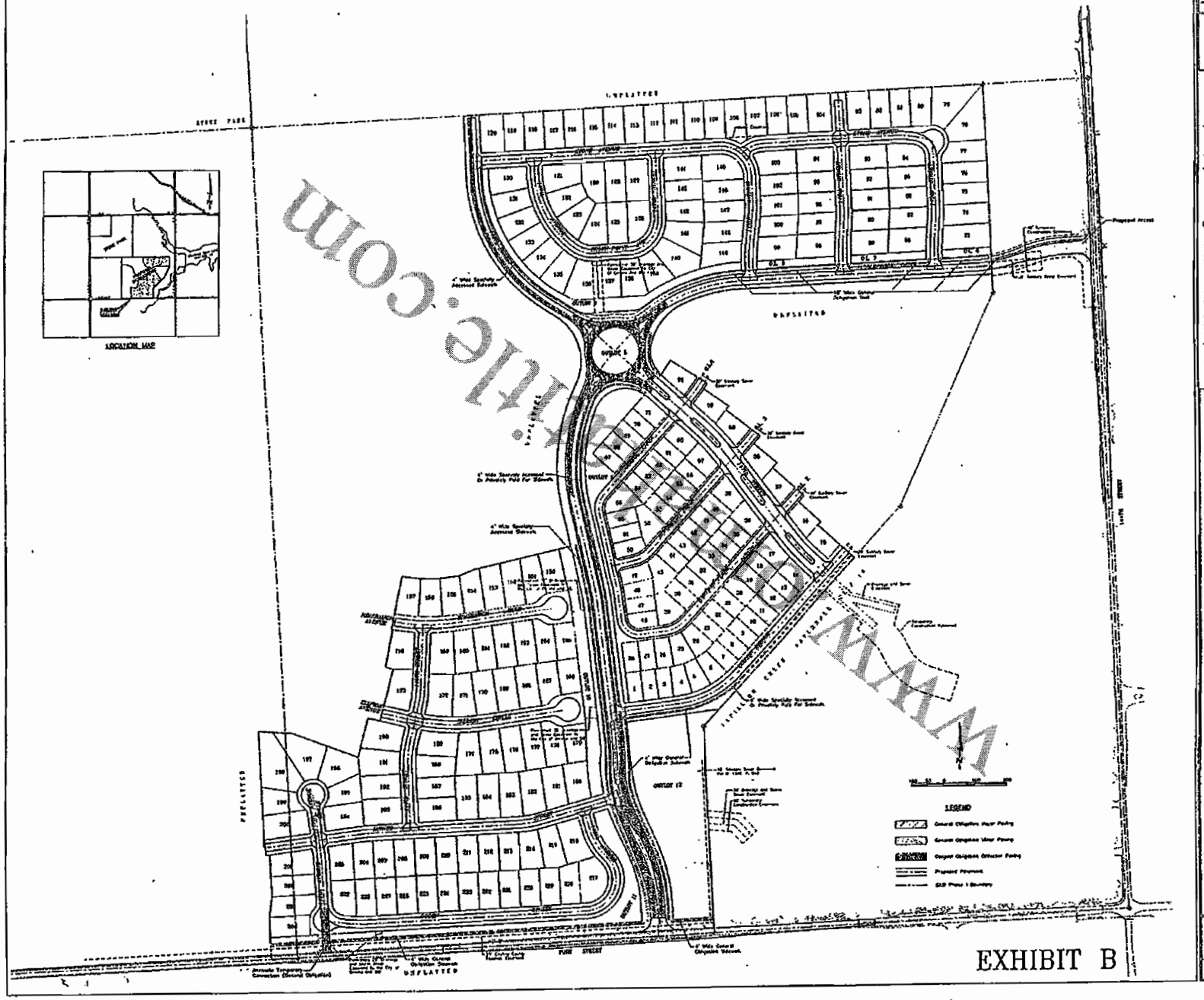


EXHIBIT B

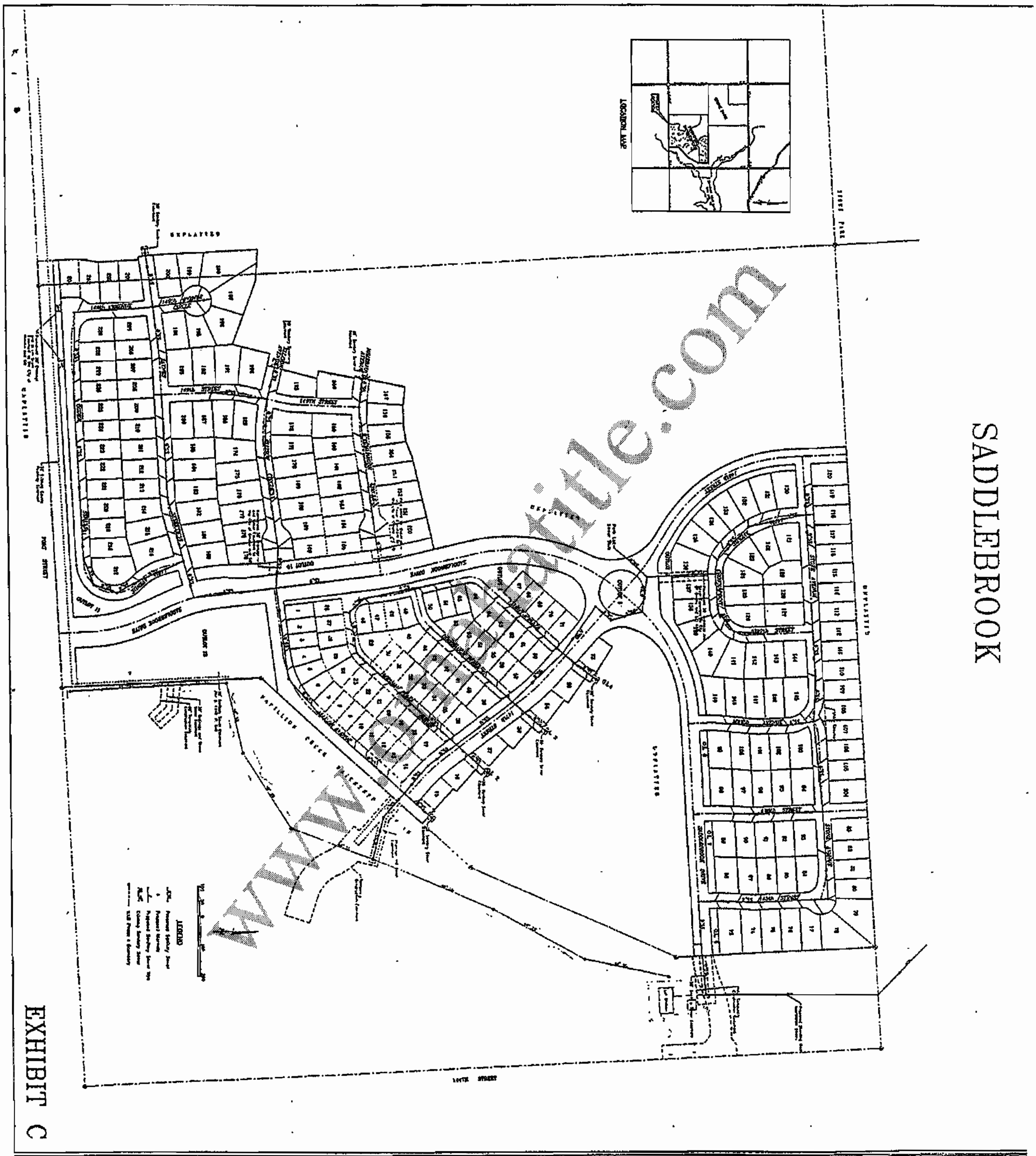


EXHIBIT C

SANITARY SEWER
VICINITY MAP

sheet 1 of 1

lamp, rynearson & associates, inc.

SADDLEBROOK, 144TH STREET AND FORT STREET
DOUGLAS COUNTY, NEBRASKA

SADDLEBROOK

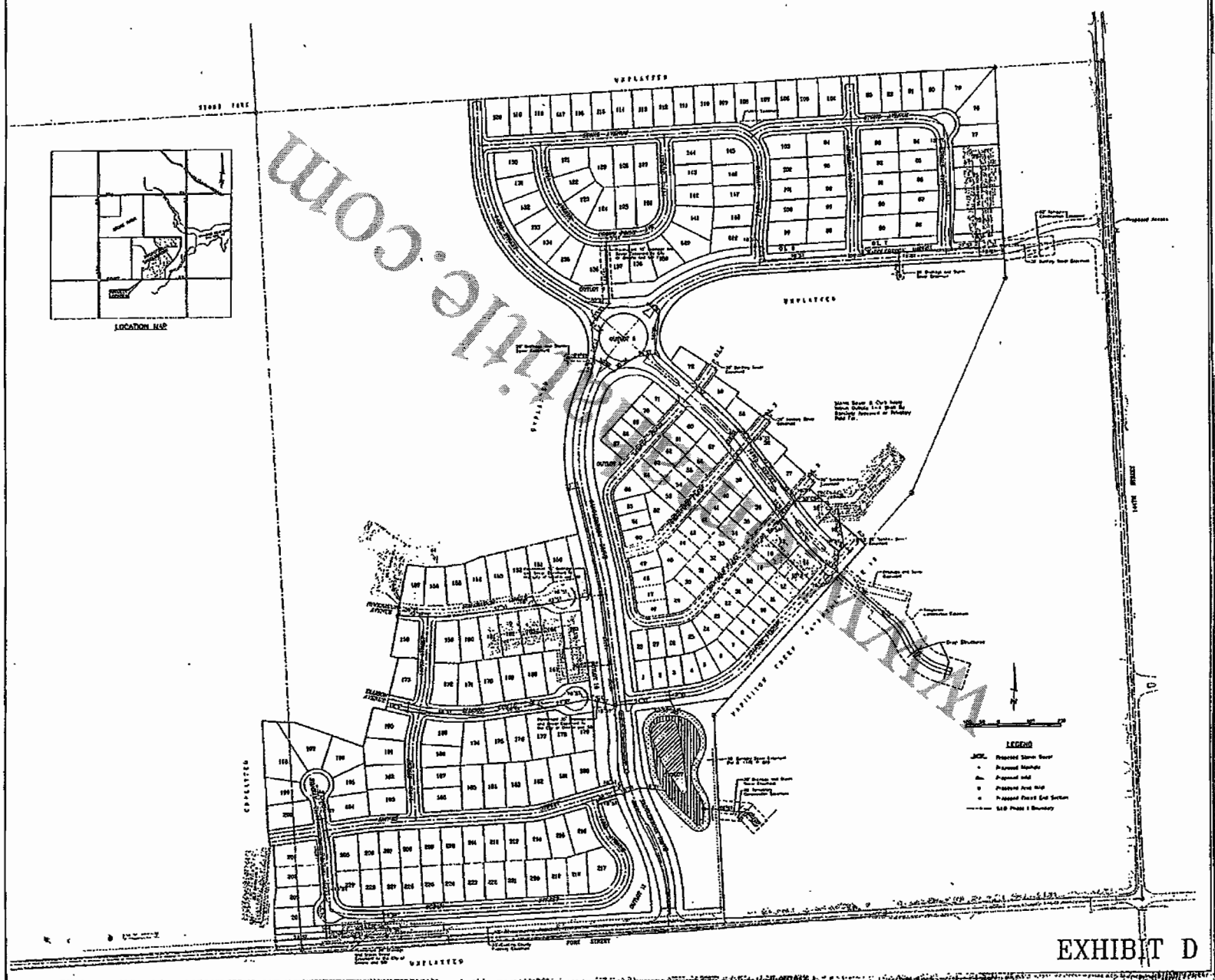
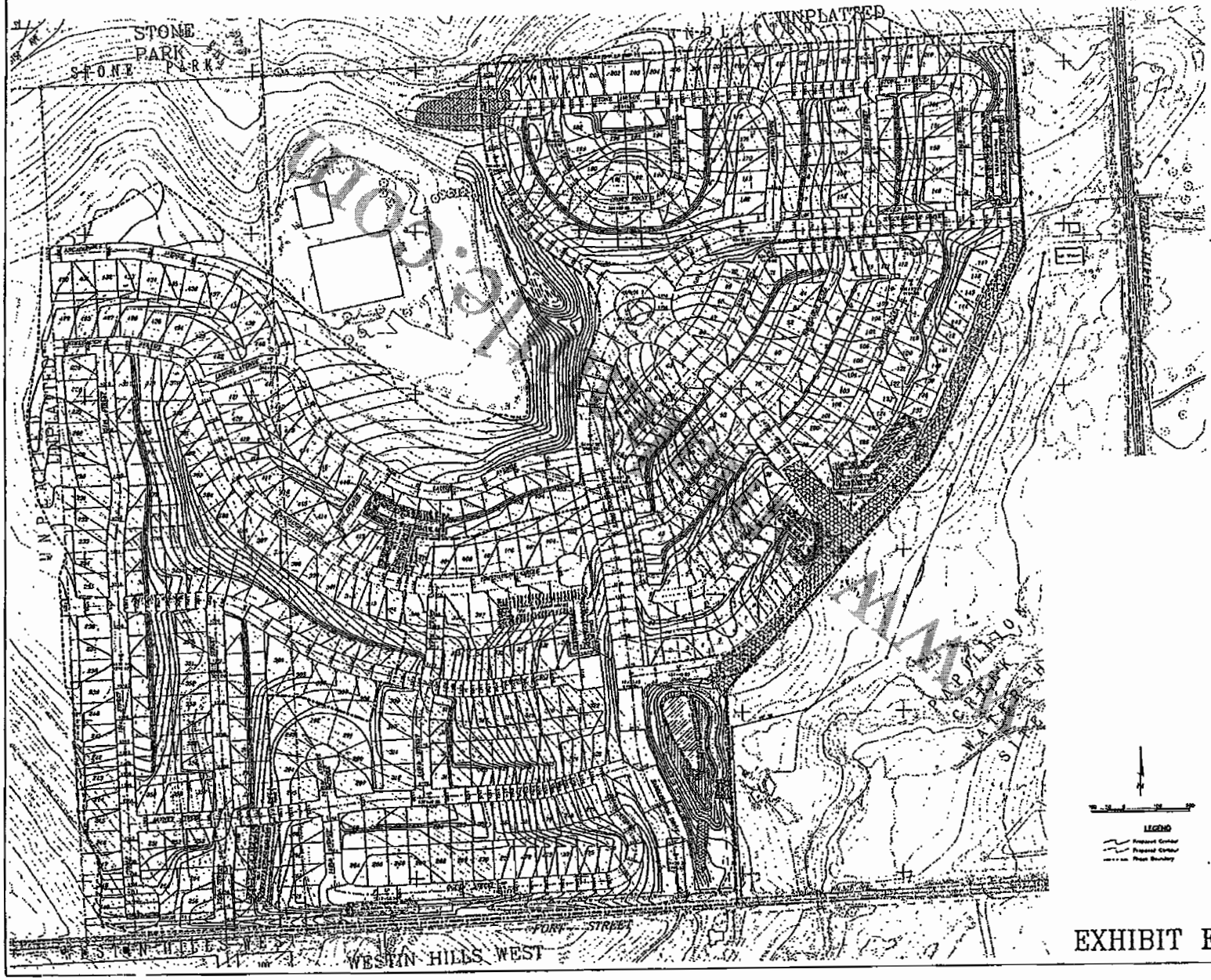
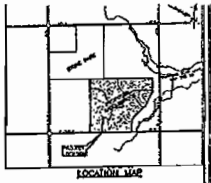


EXHIBIT D

SADDLEBROOK





lamp, rynearson & associates, inc.

SADDLEBROOK, 144TH STREET AND FORT STREET
DOUGLAS COUNTY, NEBRASKA

GRADING VICINITY MAP

sheet 1 of 1

EXHIBIT E

C-25A

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr. January 4, 2000

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Saddlebrook L.L.C. proposes to build a subdivision to be known as Saddlebrook which will be located Northeast of 151st and Fort Streets; and,

WHEREAS, Sanitary and Improvement District (S.&I.D.) 446 has been formed to build public improvements in this subdivision; and,

WHEREAS, Saddlebrook L.L.C. and S.&I.D. 446 wish to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; and,

WHEREAS, Saddlebrook L.L.C. has or will create the Saddlebrook Homeowners' Association and the Villas at Saddlebrook Homeowners' Association who will own and maintain Outlots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11 within the subdivision; and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be developed and to what extent the cost of the same shall be specially assessed; and,

WHEREAS, S.&I.D. 446 agrees to pay $154,162.80 as a sewer connection fee to be used for the construction of the sewers in the Papillion Creek Watershed; and,

WHEREAS, the subdivider has agreed to dedicate to the District Outlot 5 as right-of-way and Outlot 12 containing 2.84 acres as a natural environmental area; and,

WHEREAS, a Subdivision Agreement has been prepared setting forth all the provisions mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

By.....
Councilmember

Adopted.....

.....
City Clerk

Approved.....
Mayor

9C-25A

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr. January 4, 2000

PAGE 2

THAT, the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District 446 of Douglas County, Nebraska and Saddlebrook L.L.C., Saddlebrook Homeowners' Association, the Villas at Saddlebrook Homeowners' Association, as recommended by the Mayor, providing for the public improvements, dedication of the natural environmental area and sewer connection to the Omaha Sanitary Sewer System, is hereby approved.

APPROVED AS TO FORM:

12-29-99

CITY ATTORNEY DATE

P:\PW1\9724.SKZ

IMPRINTED SEAL
REGISTER OF DEEDS

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

CITY CLERK

BY

Paul L. Koneck

By ..... Councilmember

Adopted JAN 25 2000 6-0

City Clerk

Approved Paul L. Koneck 1/21/00

ACTING Mayor