

CITY OF BELLEVUE
SUBDIVISION AGREEMENT

THIS AGREEMENT, made this 24th day of September, 1990, by and between HHC Limited Partnership (hereinafter referred to as SUBDIVIDER), SANITARY AND IMPROVEMENT DISTRICT NO. 147 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as DISTRICT), and the CITY OF BELLEVUE, a Municipal Corporation in the State of Nebraska (hereinafter referred to as CITY).

WITNESSETH:

WHEREAS, the SUBDIVIDER is the owner of land included within the 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 DISTRICT will build public improvements in the area to be developed, the DISTRICT being a sanitary and improvement district, which is within the boundaries thereof; and will purchase certain lands for public park and/or recreational facilities.

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended for land acquisition and for the 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.

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.
- B. "Property benefited" 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.
- D. "General obligation" shall mean unassessable capital costs.

SECTION I

SUBDIVIDER and DISTRICT covenant that SUBDIVIDER shall and the DISTRICT covenants that the DISTRICT will, five days prior to the start of construction, agree to 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 feet in width except Blackhawk Drive, 29th Street and Courtney Street and 25th Street to the southerly entrance to Blackhawk Drive. Final plans and specification shall be submitted to the CITY for approval twenty days prior to construction. Surfacing of 25th Street to the Blackhawk entrance will be done in conformity with Sarpy County specifications.
- B. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street right-of-ways and easements per plat (Exhibit "A") same to be located as shown on sanitary sewer layout prepared by Thompson, Dreessen and Dörner, Inc., Engineers, a copy of which is attached hereto as Exhibit "B". Final plans and specifications shall be submitted to the CITY for approval twenty days prior to construction.
- C. Storm sewers, inlets, manholes, and related appurtenances constructed in street right-of-ways and easements per plat (Exhibit "A") plans and specifications for said sewer improvements to be located as shown on storm sewer plan prepared by Thompson, Dreessen and Dörner, Inc., Engineers, a copy of which is attached hereto as Exhibit "C". Final plans and specifications shall be submitted to the CITY for approval twenty days prior to construction.
- D. Water distribution mains located within dedicated street right-of-ways dedicated per plat (Exhibit "A") to be installed by Metropolitan Utilities District.
- E. Gas distribution mains located within dedicated street right-of-ways dedicated per plat (Exhibit "A") to be installed by Metropolitan Utilities District.
- F. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District in conformance with the City of Bellevue Criteria and Standards and approved by the City.
- G. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District.
- H. A concrete sidewalk shall be provided on both sides of a paved street within dedicated street right-of-way within a minimum width as required by the CITY of Bellevue Zoning and Subdivision Ordinance. Sidewalks provided for herein shall be completed as constructed residences become certified for occupancy.
- I. Purchase of park property as per plat (Exhibit "A") and improvements thereto including those set forth in Exhibit "D".
- J. Street signs at all intersection per plat (Exhibit "A") according to CITY standards.

SECTION II

It is agreed that the credit or funds of the DISTRICT created by SUBDIVIDER shall not be used for construction of any improvements of facilities or purchase of park land within the boundaries of the DISTRICT, except as specified in Section I hereof. By way of specification, and not by way of limitation, the parties agree that the DISTRICT shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvements of any swimming pool or golf course, playground, or other recreational facility, without express approval of the CITY.

SECTION III

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

- A. One hundred percent of the entire cost of all street and sidewalk construction shall be paid by special assessments against the property benefited within the area to be developed, except for street intersections and any extra-width pavings (in excess of twenty-five feet), and any extra-thick pavings (in excess of six inches) approved by the CITY, which may be general obligation.
- B. One hundred percent of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessments against property benefited within the area to be developed, except as follows:
 1. Connection charges paid to other sanitary and improvement districts shall be considered a general obligation item in accordance with Section X-B of this agreement. Any additional charges shall be specially assessed.
 2. An outfall sewer line located outside the DISTRICT limits and designed to serve a total drainage area larger than the District may be generally obligated up to 100 percent of the total cost. For all sanitary sewer lines outside the DISTRICT which are greater than eight inches in size, that size of pipe required above eight inches may be generally obligated for one hundred percent of the cost.
- C. One hundred percent of the entire cost of all storm sewers, including manholes, inlets and other appurtenances, for storm sewers twenty-four inches in size or less shall be specially assessed. Any storm sewer located in a public street or in an easement on private property whose size is required to be in excess of twenty-four inches in size may be generally obligated for the difference in cost between a twenty-four inch pipe and the actual size required. The difference may be generally obligated for one hundred percent.
- D. One hundred percent of the entire cost of water distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be developed.
- E. One hundred percent of the entire cost of gas distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be served.
- F. One hundred percent of the entire cost of monthly contract charges paid to Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the DISTRICT.
- G. One hundred percent of the entire cost for the installation of electrical power service including underground wiring shall be specially assessed against the property within the area to be so developed, except that a portion of the cost equal to the estimated refundable charge from the Omaha Public Power District may be a general obligation of the DISTRICT, provided that such monies refunded to the DISTRICT by the Omaha Public Power District are credited to the Bond Construction Account of the DISTRICT.

- H. One hundred percent of the entire cost of the acquisition of park property and improvements shall be a general obligation of the DISTRICT.
- I. One hundred percent of the entire cost of the original street sign shall be a general obligation of the DISTRICT. All streets shall conform to CITY standards. Decorative, ornamental or other than standard street signs shall not be installed unless approved by the CITY. One hundred percent of the entire cost of decorative, ornamental or other than standard street signs shall be specially assessed against the property benefited within the area to be developed. One hundred percent of the maintenance costs for street signs shall be paid from the operating fund of the DISTRICT.

SECTION IV

The parties agree that the DISTRICT may make certain payments in connection with the extension of utilities to the DISTRICT with the costs to be defrayed as follows:

- A. Any payments for the extension of water and gas lines to the DISTRICT together with the interest therein, shall be a general obligation of the DISTRICT. All refunds from Metropolitan Utilities District shall be credited to the Bond Construction Account of the DISTRICT.
- B. Any payments to other sanitary and improvement districts, sanitary districts or municipalities for sewer charges will be a general obligation of the DISTRICT, except as otherwise provided in this agreement.
- C. Payments for sewer connection charges to the City of Bellevue (and the City of Omaha if applicable), in which case the connection fee shall be assessed as follows: Collected by the City when permits are issued for construction of individual units, per the requirements of Section 27-70 of the City Code.

SECTION V

Credit or funds of the DISTRICT may be used to pay for any improvements specified in the 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 mill 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 without the prior written approval of the CITY. The DISTRICT shall not acquire any interest in real property without the prior written approval of the CITY.

SECTION VI

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

SECTION VII

SUBDIVIDER and DISTRICT covenant and agree that the DISTRICT 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 thereof.
- 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 size or dimensions, or by reasons 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 to the CITY at least thirty days prior to the meeting of the Board of Trustees of the DISTRICT to propose the levy of special assessments the following information:
 1. A detailed schedule of the proposed special assessments 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, attorney's fees, testing expenses, publication costs, financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.
 - (c) A special itemization of all costs of the DISTRICT not itemized in (a) or (b) above.

In addition to the above notice requirement, the DISTRICT shall also, thirty 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 VIII

It is further agreed that the DISTRICT shall levy an annual mill levy sufficient to fully comply with Nebraska Budget Act. Such annual mill levy shall, for a period of ten consecutive years after the creation of the DISTRICT not be less than the CITY'S immediately prior levy.

SECTION IX

In 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 X

- 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 in such a manner and at such place or places designated on plans submitted by the DISTRICT and approved by the CITY, except for those districts which lie outside the boundaries outlined in Exhibit "A", which may be required to enter into a separate agreement with the City of Omaha.
- B. Without prior written approval by the CITY, the DISTRICT shall not permit any sewer lines or sewers outside the present 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 of the DISTRICT or any sewage treatment plan of the CITY. In the event the CITY, another sanitary and improvement district or any sewer district, or anyone else requests permission to connect to the sewer system of the DISTRICT, and such connection is economically feasible, in the best interest of the CITY and the DISTRICT, in accordance with good engineering practices, and in accordance with law, the DISTRICT, upon request of the CITY or upon joint request of the CITY and such other sanitary and improvement district or upon such terms and conditions as may be mutually satisfactory to all concerned, giving due consideration to the benefit obtained by the DISTRICT in use of the CITY'S sewer system, the investment of the DISTRICT in its sewer system and probable increased maintenance costs caused by such connection shall levy a connection fee. Said connection fee shall be based upon a proportionate share of the total costs of the outfall facility, plus accrued interest thereon. Such proportionate share to be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees. However, the DISTRICT shall not charge the CITY for any connections or extension or outfall sewer in order to serve areas within the limits of the CITY; the CITY shall have the right to collect its applicable fees and charges for any connections of the CITY'S system, and the DISTRICT shall not charge any property within the CITY or owner of such property which is within the CITY for any connection approved by the CITY.
- C. At all times sewerage from the 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.
- D. 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 for property outside of the CITY to connect to the sewer system of the CITY, it being expressly understood that in the event the District sewer system connects to the CITY sewer system 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.

E. Notwithstanding any other provisions of this Agreement, the 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 area to be developed, which is discharging into the CITY sewer system in violation of the applicable ordinance, statute, rule or regulation.

F. The DISTRICT warrants that it has not employed or retained any company or person, other than to solicit or secure this contract and that it has not paid or agreed to pay any company or person any fee, any commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability. The DISTRICT shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewerage system. The prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating the provision of this Agreement where the existence of such agency has been disclosed to the CITY.

G. Subletting, assignment, or transfer of all or part of any interest of the DISTRICT hereunder is prohibited without prior written approval of the CITY.

H. The DISTRICT expressly agrees that it is and shall be: (i) bound by any provisions of any ordinance, rules and regulations adopted by the CITY applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewerage systems of the CITY, (ii) bound by any terms and provisions which by ordinance, resolution or rules 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 sewerage system of the CITY.

I. 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, 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. The front footage charge collected shall be used to defray the general obligation of the sanitary and improvement district.

SECTION XI

The parties agree to conform to the requirements of the applicable CITY ordinance.

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

ATTEST:

CITY OF BELLEVUE

Brenda Kelly
City Clerk

BY Donna Boyd Mayor Date



ATTEST:

Wm. A. [Signature]
Clerk

ATTEST:

[Signature]

SANITARY AND IMPROVEMENT
DISTRICT NO. 147 OF SARPY
COUNTY, NEBRASKA

BY Paul C. Snyder 9-28-90
Chairman Date

HHC LIMITED PARTNERSHIP, a
Nebraska Limited Partnership
By Chapultepec Corp., General Contractor

[Signature]
SUBDIVIDER

BY Richard F. Hosking, President

LOTS 1 THRU 152, INCLUSIVE,
BEING A PLATTING OF PART OF THE SOUTH 1/2 OF THE NE1/4 OF
SECTION 9, T14N, R12E OF THE 4th P.M., SARPY COUNTY, NEBRASKA
TOGETHER WITH PART OF THE NORTH 1/2 OF THE NE1/4 OF SAID SECTION 9

SEP 18 '90



BEING A PLATTING OF PART OF THE SOUTH 1/2 OF THE NE1/4 OF SECTION 8, T13N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA TOGETHER WITH PART OF THE NORTH 1/2 OF THE SE1/4 OF SAID SECTION 8

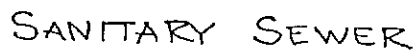
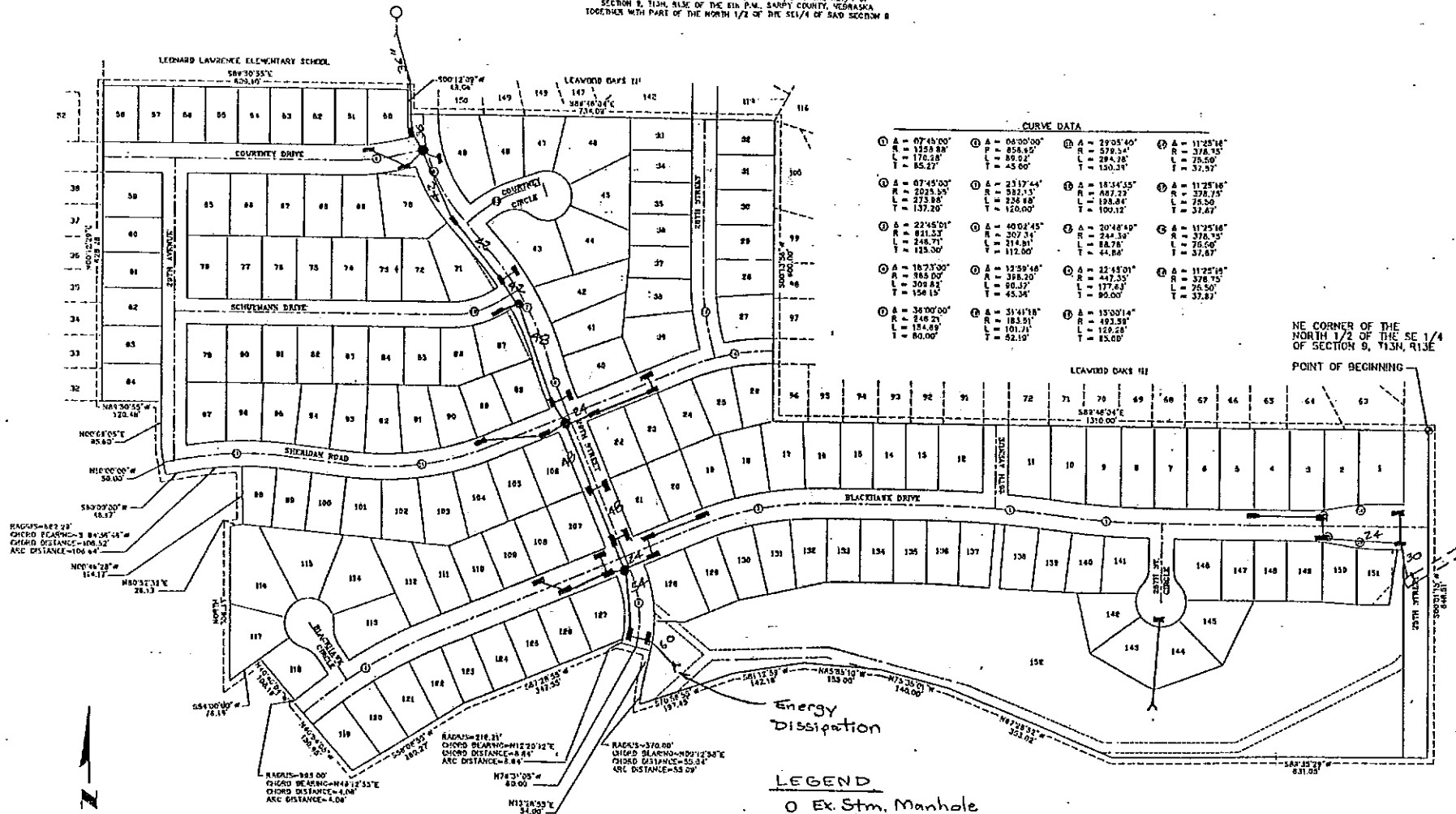


EXHIBIT B

BLACKHAWK

LOTS 1 THRU 152, INCLUSIVE

BEING A PLATING OF PART OF THE SOUTH 1/2 OF THE NW 1/4 OF SECTION 9, T13N, R13E, SAMP COUNTY, NEBRASKA TOGETHER WITH PART OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 9



STORM SEWER

SEP 18 '90

BLACKHAWK

LOT 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

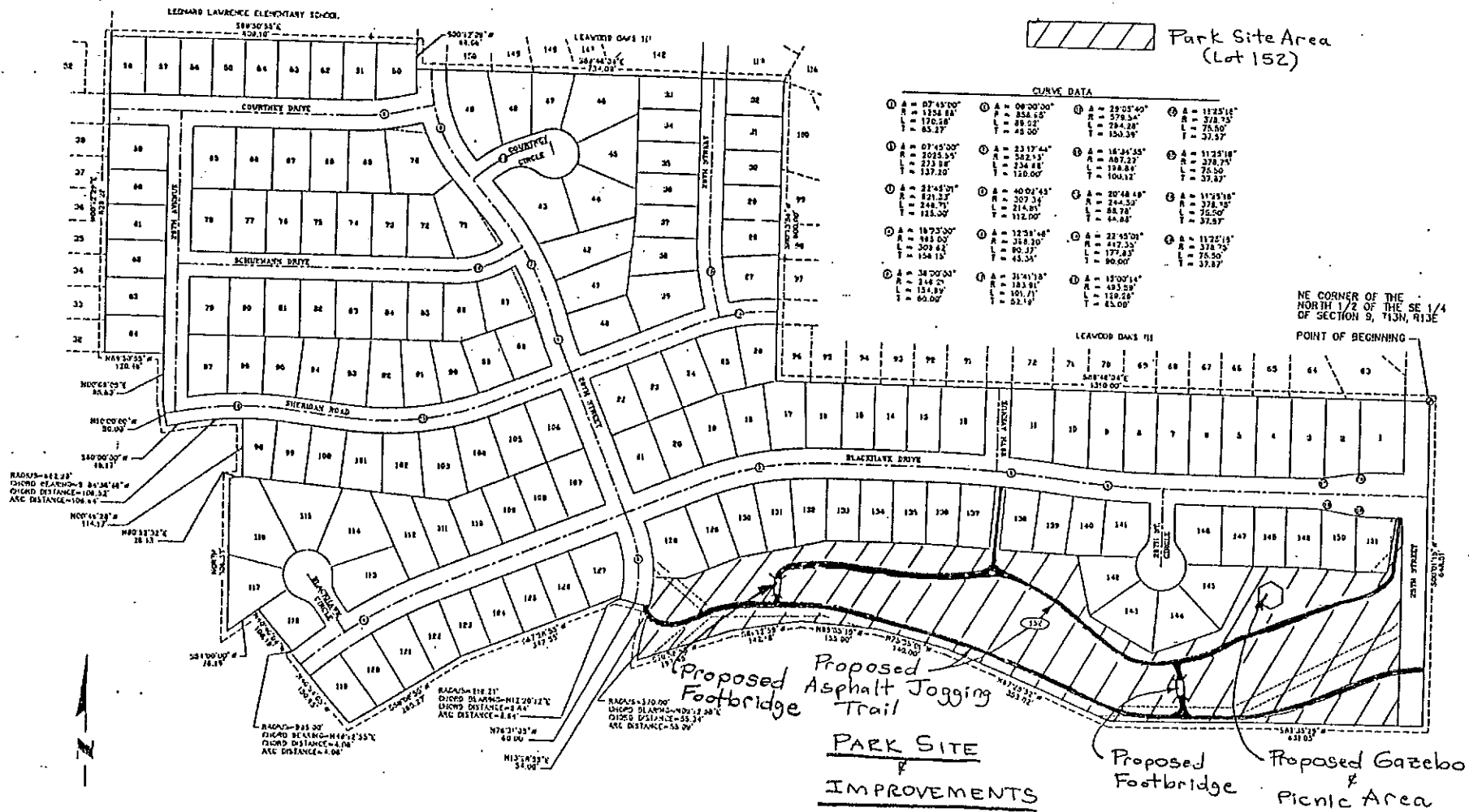
BEING A PLAT OF PART OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 8, T13N, R13E OF THE 4th P.M. SAMPSON COUNTY, NEBRASKA TOGETHER WITH PART OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 8

 Park Site Area (Lot 152)

CURVE DATA			
① A = 07°15'00"	② A = 04°00'00"	③ A = 20°05'00"	④ A = 11°25'15"
R = 1324.88'	R = 252.65'	R = 579.34'	R = 378.75'
L = 130.28'	L = 48.22'	L = 284.28'	L = 75.50'
T = 63.27'	T = 43.00'	T = 150.39'	T = 37.37'
⑤ A = 07°15'00"	⑥ A = 23°17'44"	⑦ A = 18°34'55"	⑧ A = 11°25'18"
R = 1025.55'	R = 282.13'	R = 407.22'	R = 378.75'
L = 273.18'	L = 234.88'	L = 194.87'	L = 75.50'
T = 137.10'	T = 120.00'	T = 104.12'	T = 37.37'
⑨ A = 23°45'01"	⑩ A = 40°01'43"	⑪ A = 20°48'48"	⑫ A = 11°25'18"
R = 821.27'	R = 307.34'	R = 244.33'	R = 378.75'
L = 244.71'	L = 214.81'	L = 44.78'	L = 75.50'
T = 112.00'	T = 112.00'	T = 44.88'	T = 37.37'
⑬ A = 16°25'30"	⑭ A = 12°35'46"	⑮ A = 22°45'01"	⑯ A = 11°25'15"
R = 945.05'	R = 318.10'	R = 417.33'	R = 378.75'
L = 302.62'	L = 90.33'	L = 179.63'	L = 75.50'
T = 154.15'	T = 45.35'	T = 90.00'	T = 37.37'
⑰ A = 34°00'30"	⑱ A = 31°41'13"	⑲ A = 15°00'14"	
R = 244.25'	R = 183.91'	R = 453.59'	
L = 135.89'	L = 101.71'	L = 110.28'	
T = 60.00'	T = 52.19'	T = 45.00'	

NE CORNER OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 9, T13N, R13E

POINT OF BEGINNING



REVISED 9/10/90

EXHIBIT D

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, made this 24th day of June, 1991, by and between HHC LIMITED PARTNERSHIP (hereinafter referred to as SUBDIVIDER), SANITARY AND IMPROVEMENT DISTRICT NO. 147 OF SARPY COUNTY, NEBRASKA, (hereinafter referred to as DISTRICT), BLACKHAWK HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and the CITY OF BELLEVUE, a Municipal Corporation in the State of Nebraska (hereinafter referred to as CITY), amends the terms and conditions of the CITY OF BELLEVUE SUBDIVISION AGREEMENT between these parties and bearing date of the 24th day of September, 1990.

WHEREAS, the Subdivision Agreement of September 24, 1990 shall remain in full force as to all its terms and conditions and this Supplemental Agreement shall extend to the additional matters set forth herein; and

WHEREAS, the Subdivider and/or Sanitary and Improvement District No. 147 shall be allowed to install and construct the following improvements within the subdivision:

- A. Volleyball/basketball court will be provided within the park property.
- B. A lighting system will be provided along the trails within in the park property.
- C. At the entrance of the subdivision a recycling fountain and a monument sign shall be provided within the right-of-way.
- D. An underground sprinkler system will be installed within the right-of-way.
- E. The ten (10) foot diameter cul-de-sac island on 26th Street Circle will include a fountain.
- F. Decorative street signs will be installed at all intersection sections as per the final plat.

And

WHEREAS, Blackhawk Homeowners Association agrees to be responsible for the permanent and continuous maintenance of the improvements listed above (A thru F).

NOW THEREFORE, the Supplemental Agreement is hereby entered in-between all the parties signatory hereto to express the intent that the Blackhawk Homeowners Association shall have full responsibility for permanent and continuous maintenance, including but not limited to the repair and reconstruction of all the permanent or temporary improvements as listed in this agreement, located and installed in the public areas of said subdivision.

The Subdivider further agrees that as the lots are sold and conveyed, it will furnish to the Purchasers copies of the covenants and By-Laws of Blackhawk Homeowners Association so as to inform the Purchasers the obligations and duties of the association.

Sanitary and Improvement District No. 147 agrees that after the construction of said improvements it will not expend any further funds whether from general taxes, special assessments or warrants for the maintenance of listed improvements.



IN WITNESS WHEREOF, we the contracting parties hereby enter in-
agreement effective on the day and year first above written.

CITY OF BELLEVUE

BY: [Signature]
MAYOR

[Signature]
CITY CLERK

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 147 OF SARPY
COUNTY, NEBRASKA

BY: [Signature]
CHAIRMAN

[Signature]
CLERK

ATTEST:

HHC LIMITED PARTNERSHIP, a
Nebraska Limited Partner-
ship,

By Chapultepec Corp.,
General Partner

BY: [Signature]
SUBDIVIDER

APPROVED AS TO FORM:

By Richard F. Hosking, President

BLACKHAWK HOMEOWNERS ASSOCIATION

BY: [Signature]
PRESIDENT

CITY ATTORNEY