

## MEMORANDUM

**TO:** Program, Projects and Operations Subcommittee

**FROM:** Martin P. Cleveland

**SUBJECT:** Papio Creek Watershed (PL566) Structure S-27  
Rehabilitation Project  
Interlocal Cooperation Act Agreement for Trail Reconstruction  
With Fox Ridge Estates (SID#177) and Heartland Hills  
(SID#197)

**DATE:** March 2, 2007

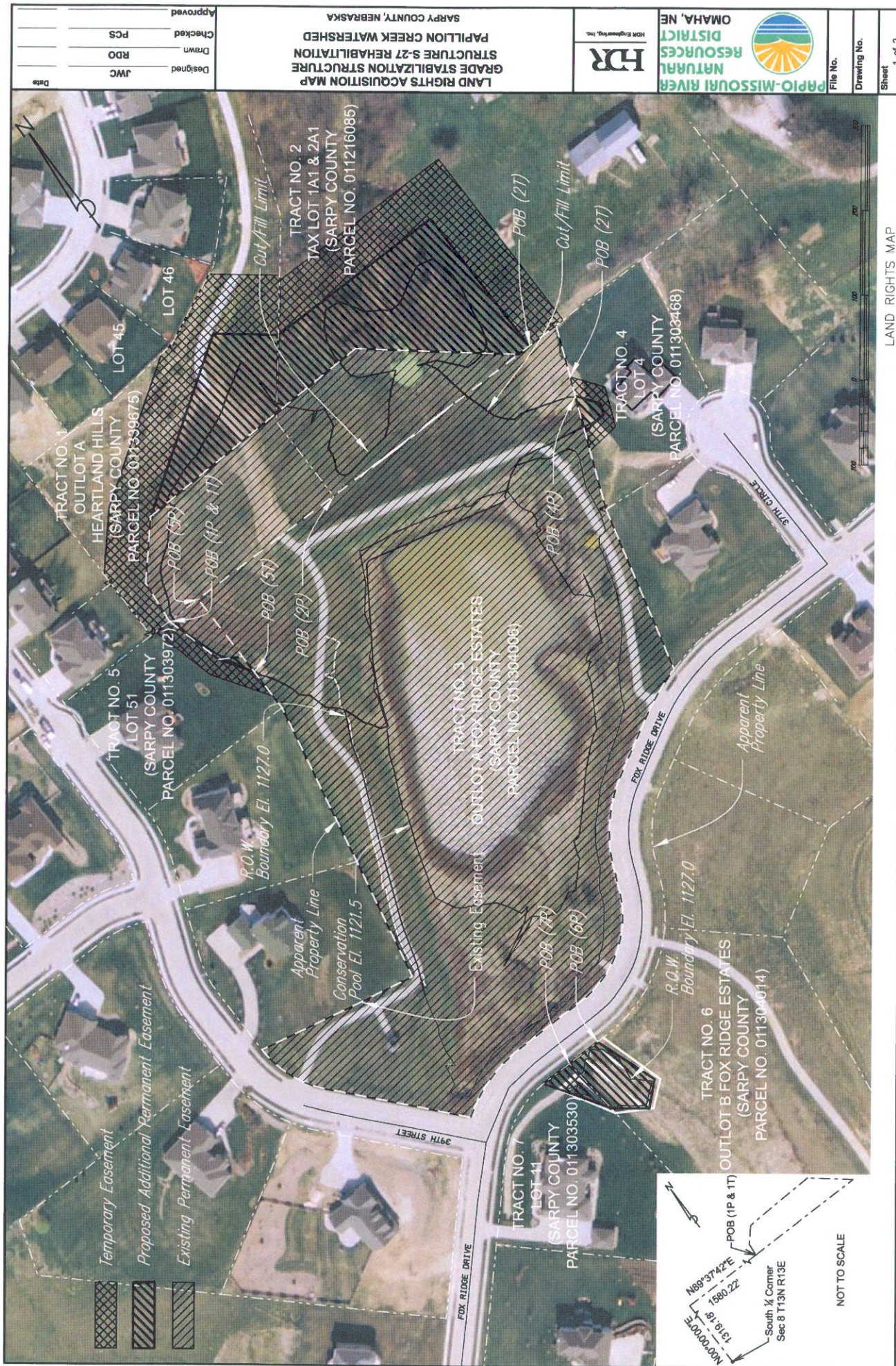
Attached is a copy of the referenced agreement, land rights acquisition map and summary table. The Structure S-27 rehabilitation project will impact the existing SID trail on the dam top and in the auxiliary spillway.

The agreement (in summary) provides for the following:

1. SID's will grant additional project right-of-way (Tract #1, SID197: 0.89 acres) and (Tract#6, SID177: 0.10 acres) needed to construct the rehabilitation project at no cost to the NRD.
2. NRD will provide trail reconstruction design, bidding, administration and construction, as part of dam rehabilitation project.
3. SID's will reimburse the NRD for trail construction expenses up to a maximum not to exceed \$50,000, on or before December 31, 2007 or 45 days after receipt of invoices, whatever is later. The project consultant has estimated that the 1223 linear ft. of trail construction will cost \$67,900. Subsequent conversation with a flatwork concrete (e.g. trails) contractor and NRD staff has led the writer to conclude that concrete work should cost less than \$50,000. The SID's and NRD will have the option to reject the trail work bid, as this work will be bid as an alternate bid item.
4. SID's will operate and maintain the reconstructed trail at their own expense.

**It is Management's recommendation that the Subcommittee recommend to the Board that the NRD General Manager be authorized to sign an Interlocal Cooperation Act Agreement for Trail Reconstruction with Fox Ridge Estates and Heartland Hills SIDs, subject to form as approved by legal counsel.**







TRACT NO.	LANDOWNER	ESTIMATED ACRES							SARPY COUNTY PARCEL NO.
		PERMANENT EASEMENT			TEMPORARY EASEMENT				
		REQUIRED	EXISTING	ADDITIONAL	RIGHTS ASSUMED NEEDED	RIGHTS ASSUMED NEEDED		TOTAL ADDITIONAL ACRES	
						REQUIRED	a,b,c,f & h		
1	Outlot A Heardland Hills (SID 197)	0.93 Ac.	0.59 Ac.	0.34 Ac.	a-j,m	0.55 Ac.	a,b,c,f & h	011339675	
2	Raymond W. Fornoff	1.21 Ac.	0.56 Ac.	0.65 Ac.	a-j,m	0.51 Ac.	a,b,c,f & h	011216085	
3	Outlot A Fox Ridge Estates (SID 177)	6.54 Ac. <sup>①</sup>	6.54 Ac. <sup>②</sup>	0.00 Ac.	a-j,k-m	N/A <sup>③</sup>		011304006	
4	James M. And Melinda L. Winterschied	0.02 Ac.	0.00 Ac.	0.02 Ac.	c-j,m	0.04 Ac.	a,b,c,f & h	011303468	
5	Dennis And Kathleen Hynes	0.06 Ac. <sup>④</sup>	0.06 Ac.	0.00 Ac.	l,m	0.06 Ac.	a,b,c,f & h	011303972	
6	Outlot B Fox Ridge Estates (SID 177)	0.10 Ac.	0.00 Ac.	0.10 Ac.	l	0.00 Ac. <sup>⑤</sup>		011304014	
7	Paul R. And Karen N. Nowak	0.03 Ac.	0.00 Ac.	0.03 Ac.	l	0.00 Ac.		011303530	
8									
9									
10									
11									
	TOTAL	8.89 Ac.	7.75 Ac.	1.14 Ac.		1.16 Ac.		2.30 Ac.	

INDEX	
a)	PARKING
b)	INVESTIGATION
c)	SURVEY
d)	CLEARING
e)	BORROW
f)	CONST. OPERATION
g)	INSPECTION
h)	ESTAB. OF VEG.
i)	DAM AND SPILLWAY
j)	SPILLWAY FLOWAGE
k)	PERM. FLOODING
l)	TEMP. FLOODING
m)	OPERATION AND MAINT.

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m) OPERATION AND MAINT.

BASED ON AVAILABLE FIELD INFORMATION AND PRESENT DESIGN CRITERIA, THIS TOPOGRAPHIC MAP REPRESENTS THE APPROXIMATE RIGHTS REQUIRED FOR CONSTRUCTION AND IS TO BE USED ONLY AS A TOOL IN SECURING THESE RIGHTS.

NOTE: Apparent/assumed property lines are based on aerial photography and/or surveyed fence alignments.  
NOTE: The Conservation Pool boundary is approximate and may differ from what is drawn. 2.6 acres is the area of the Conservation Pool reported on the drawings dated May 2006.  
NOTE: R.O.W. area includes the area between the Conservation Pool (elevation 1121.5) and the Auxiliary Spillway Crest plus 1-Foot (elevation 1127.0). Spillway flowage area and construction/parking area.

UTILITIES AND ROADS
City of Bellevue Street R.O.W.
City of Bellevue Sanitary Sewer Easement
City of Bellevue Storm Sewer Easement

- ① Required area lies within the boundaries of the existing easement. The existing easement description includes construction activities.
- ② Total area of Outlot in Fox Ridge Estates
- ③ Includes entire Existing Easement.

The acquiring sponsoring agency will determine the type and location of utilities affected by the project by notifying the Nebraska One Call System.

THE ACQUIRING SPONSORING AGENCY WILL DETERMINE ROUTES OF INGRESS AND EGRESS REQUIRED FOR INSTALLATION AND MAINTENANCE AND ACQUIRE THE NECESSARY RIGHTS FOR SUCH ROUTES.

**INTERLOCAL COOPERATION ACT AGREEMENT**

**TRAIL RECONSTRUCTION AS PART OF RECONSTRUCTION OF  
PL-566 WATERSHED GRADE STABILIZATION STRUCTURE S-27**

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THIS AGREEMENT (hereinafter referred to as "**THIS AGREEMENT**") is made by and among **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "**the NRD**"); **SANITARY AND IMPROVEMENT DISTRICT NO. 177** OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "**SID 177**"); and, **SANITARY AND IMPROVEMENT DISTRICT NO. 197** OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "**SID 197**") (SID 177 and SID 197 hereinafter being referred to as "**the SIDS**" and the SIDS and the NRD hereinafter being referred to individually as a "**PARTY**," and collectively as "**the PARTIES**.")

WHEREAS, the NRD now operates and maintains Papillion Creek Watershed Grade Stabilization Structure S-27 (hereinafter referred to as "**STRUCTURE S-27**"), consisting of a dam, overflow pipe and outlet channel, emergency spillway, and permanent and flood pools, a component of the United States Department of

Agriculture Natural Resources Conservation Service's PL-566 Papillion Creek Watershed Work Plan; and,

WHEREAS, the NRD, together with the Natural Resources Conservation Service, intends to carry out a project to reconstruct STRUCTURE S-27 (hereinafter referred to as "the **S-27 RECONSTRUCTION PROJECT**"), to conform STRUCTURE S-27 to its high-hazard classification; and,

WHEREAS, the PARTIES heretofore have made contractual covenants concerning the subject matter of this agreement in a prior Easement Modification Agreement (hereinafter referred to as "**THE PRIOR AGREEMENT**") recorded with the Register of Deeds of Sarpy County, Nebraska, on Sept 13, 2005 as Instrument No 2005-33421, and this Agreement is intended to implement the PRIOR AGREEMENT with respect to the relocation of the bicycle and pedestrian trail (hereinafter referred to as "the **TRAIL**") around STRUCTURE S-27, and,

WHEREAS, the PARTIES therefore desire to cooperate in a project (hereinafter referred to as "the **TRAIL RECONSTRUCTION PROJECT**") to redesign and reconstruct that portion of the existing bicycle and pedestrian trail around STRUCTURE S-27 (hereinafter referred to as "the **TRAIL**"), that will of necessity be required to be demolished in order to construct the S-27 RECONSTRUCTION PROJECT; and

WHEREAS, the PARTIES intend that the TRAIL RECONSTRUCTION PROJECT should be designed and constructed substantially in accordance with the diagram prepared by HDR Engineering, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

**1. INTERLOCAL COOPERATION ACT.** THIS AGREEMENT shall whenever possible be construed to be in conformity with the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., Neb, et seq.)

2. **PURPOSE.** The purpose of this AGREEMENT is to set forth the terms under which the TRAIL RECONSTRUCTION PROJECT will be undertaken.

3. **DUTIES OF THE PARTIES.** The TRAIL RECONSTRUCTION PROJECT will be undertaken by the PARTIES as hereinafter provided, without any separate entity being created, and, the duties and responsibilities of the PARTIES with respect thereto shall be as defined and limited by this AGREEMENT.

4. **GENERAL BENEFITS DETERMINATION.** The PARTIES do hereby agree and determine that the TRAIL RECONSTRUCTION PROJECT will be of predominantly general benefit to the NRD, with only an incidental special benefit.

5. **THE ENGINEERS.** The NRD shall retain engineering consultants (hereinafter referred to as "the **ENGINEERS**") to design the TRAIL RECONSTRUCTION PROJECT and to prepare plans and specifications and contract documents for, and administer construction of, the TRAIL RECONSTRUCTION PROJECT.

6. **PREPARATION OF PLANS AND SPECIFICATIONS.** On or before March 30, 2007, the NRD shall direct the ENGINEERS to prepare final plans and specifications, including costs estimates, for construction of the TRAIL RECONSTRUCTION PROJECT (hereinafter referred to as "the **FINAL PLANS**") in substantial accordance with Exhibit "A," including, without limitation, legal descriptions for the lands, easements and other rights-of-way necessary for construction, operation, maintenance, repair, replacement, management and regulation of the TRAIL RECONSTRUCTION PROJECT (hereinafter referred to as "the **TRAIL RECONSTRUCTION PROJECT LAND RIGHTS**"), and including, without limitation, legal descriptions for the lands, easements and other rights-of-way over land owned by one or both of the SIDS that the ENGINEERS determine shall be necessary to be acquired for purposes of the S-27 RECONSTRUCTION PROJECT. In the FINAL PLANS, the ENGINEERS shall present the demolition of the EXISTING TRAIL as a mandatory component of the S-27 RECONSTRUCTION PROJECT and shall present the

TRAIL RECONSTRUCTION PROJECT as an alternative component of the S-27 RECONSTRUCTION PROJECT.

7. **APPROVAL OF FINAL PLANS.** Upon the ENGINEERS' completion of the FINAL PLANS, they shall be submitted to the SIDS for their separate written approvals, such separate approvals to not be withheld or delayed unreasonably. The SIDS each shall have the additional right to review and approve subsequent amendments to the FINAL PLANS, such approvals to not be withheld or delayed unreasonably. Failing any such approvals, this AGREEMENT may be terminated by and at the election of the NRD.

8. **THE CONTRACTOR.** After approval of the FINAL PLANS by the PARTIES, the NRD shall use its competitive bidding procedures to retain a general contractor (hereinafter referred to as "the **CONTRACTOR**") to construct the TRAIL RECONSTRUCTION PROJECT in accordance with the approved FINAL PLANS. Construction of the TRAIL RECONSTRUCTION PROJECT shall be advertised for bidding as an alternate component of the S-27 RECONSTRUCTION PROJECT. Copies of all competitive bids received by the NRD for construction of the TRAIL RECONSTRUCTION PROJECT as a alternate component of the S-27 RECONSTRUCTION PROJECT, along with a determination by the NRD of the lowest responsible bidder for the S-27 RECONSTRUCTION PROJECT, shall be furnished to the SIDS, and the SIDS shall have 30 days to review such determination and approve or disapprove the same in writing, such approval or disapproval to not be withheld or delayed unreasonably. Failing any such approvals, this AGREEMENT may be terminated by and at the election of the NRD.

9. **CONTRACTOR INSURANCE AND BONDING.** The CONSTRUCTION CONTRACT shall require:

- a) That the CONTRACTOR purchase policies of insurance with minimum requirements determined by the NRD.
- b) That such insurance name all the PARTIES as named insureds;

c) That the CONTRACTOR shall submit to the NRD and the SIDS certificates of such insurance prior to commencement of the construction work;

d) That the CONTRACTOR shall purchase and maintain, during performance of the work, labor and material payment bonds and performance bonds, in the amount of the CONSTRUCTION CONTRACT, naming all the PARTIES as additional secured PARTIES, as their respective interests may appear.

**10. CONTRACTOR'S WARRANTIES.** As the SIDS may request, the NRD shall enforce all warranties with respect to the TRAIL RECONSTRUCTION PROJECT given by the CONTRACTOR and its subcontractors in the CONSTRUCTION CONTRACT.

**11. CONSTRUCTION OF TRAIL RECONSTRUCTION PROJECT.** After approval of the lowest responsible bid, the NRD shall sign the CONSTRUCTION CONTRACT; and, subsequent thereto, the TRAIL RECONSTRUCTION PROJECT shall be constructed by the CONTRACTOR, as a part of the S-27 RECONSTRUCTION PROJECT, in conformance with the CONSTRUCTION CONTRACT and the FINAL PLANS approved by the NRD and the SIDS.

**12. CONSTRUCTION OBSERVATION.** The NRD will provide for observation and administration of construction of the TRAIL RECONSTRUCTION PROJECT by the ENGINEERS.

**13. CLOSING.** At a closing to be held prior to execution of the CONSTRUCTION CONTRACT by the NRD, the SIDS, without further consideration, shall grant or convey to the NRD the lands, easements and rights-of-way, over land owned by one or both of the SIDS, comprising the TRAIL RECONSTRUCTION PROJECT LAND RIGHTS determined by the ENGINEERS, together with such other lands, easements and rights of way over land owned by one or both of the SIDS as the ENGINEERS determine shall be necessary to be acquired by the NRD for purposes of the S-27 RECONSTRUCTION PROJECT.



**14. PERMITS.** The NRD shall have the responsibility to obtain all permits, approvals, licenses, and consents from the Corps of Engineers or other federal, state or local agencies, as may be required or convenient for construction of the TRAIL RECONSTRUCTION PROJECT.

**15. TRAIL RECONSTRUCTION PROJECT COSTS.** Except as otherwise provided in this AGREEMENT, the NRD, at its own cost and expense and without reimbursement by the SIDS, shall pay the costs of demolition of the portions of the EXISTING TRAIL, as the ENGINEERS determine necessary for the TRAIL RECONSTRUCTION PROJECT.

**16. SIDS' CONTRIBUTION.** As the SIDS' contribution to the NRD towards the costs of design and construction of the TRAIL RECONSTRUCTION PROJECT (hereinafter referred to collectively as "the **SIDS' CONTRIBUTION**"), the SIDS shall reimburse the NRD for the following amounts, as reasonably determined by the ENGINEERS, to-wit:

a) The NRD'S outlays to the CONTRACTOR as reimbursement for concrete work for the construction of the TRAIL RECONSTRUCTION PROJECT, not to exceed the sum of \$50,000.00.

**17. PAYMENT OF THE SIDS' CONTRIBUTION.** SID 177 shall pay 50% percent of the SIDS' CONTRIBUTION and SID 197 shall pay the remaining 50% percent of the SIDS' CONTRIBUTION, such payment to be made to the NRD on or before December 31, 2007 or within 45 days after receipt from the NRD of invoices for the SIDS' CONTRIBUTION upon completion of the entire S-27 Reconstruction Project, whichever is later.

**18. TERMINATION.** In the event this AGREEMENT is terminated by the NRD for one of the reasons heretofore stated, then (a) all provisions of the PRIOR AGREEMENT shall be deemed to be reinstated, and (b) the SIDS may contract for construction of the TRAIL RECONSTRUCTION PROJECT, in accordance with the FINAL PLANS, without the assistance of the NRD.

**19. INTEREST.** All payments called for by this AGREEMENT shall be paid without interest until due and thereafter shall be paid with interest computed from the due date at the national rate charged from time-to-time by the First National Bank of Omaha, Nebraska.

**20. TRAIL RECONSTRUCTION PROJECT OPERATION AND MAINTENANCE.** After the CLOSING and the NRD'S final completion of construction of the TRAIL RECONSTRUCTION PROJECT and the acceptance of the same from the CONSTRUCTION CONTRACTOR, the SIDS, at their own cost and expense, shall permanently operate, maintain, repair, replace and regulate the TRAIL as re-constructed in the TRAIL RECONSTRUCTION PROJECT, as the SIDS in their sole discretion determine necessary and in accordance with generally accepted engineering practices; including without limitation, performance of all necessary grounds keeping, mowing and maintenance of grass and other ornamental vegetation, and debris cleanup.

**21. INDEMNIFICATIONS.** Except as otherwise specifically provided in this AGREEMENT, each PARTY shall defend, indemnify, and hold the other PARTIES harmless from and against all costs and expenses, including court costs and attorneys fees, resulting from claims, demands or causes of action for personal injury or property damage (a) arising out of or resulting from the indemnifying PARTY'S negligence in the design, construction, operation, maintenance, repair, management or regulation of the TRAIL RECONSTRUCTION PROJECT, or components thereof, except such personal injuries or property damages as may be caused by the sole negligence of any of such other PARTIES; or (b) arising out of the indemnifying PARTY'S operation, maintenance, repair, replacement, management or regulation of the portions of the TRAIL RECONSTRUCTION PROJECT, or elements thereof, for which they have assumed responsibility under this AGREEMENT.

**22. RISK OF LOSS.** After substantial completion of construction of the TRAIL RECONSTRUCTION PROJECT, the sole risk of loss of or damage to the TRAIL, as reconstructed, shall be borne by the SIDS, whether such loss or damage results from flood or other casualty whatsoever.

**23. SUCCESSOR AND ASSIGNS BOUND BY COVENANTS.** All covenants, stipulations and agreements in this AGREEMENT shall extend to and bind the respective legal representatives, successors, and assigns of the PARTIES.

**24. CAPTIONS.** Captions used in this AGREEMENT are for convenience and are not used in the construction of this AGREEMENT.

**25. APPLICABLE LAW.** The PARTIES to this AGREEMENT shall conform to all existing and applicable state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this AGREEMENT.

**26. MERGER.** This AGREEMENT shall not be merged into any other oral or written agreement, lease or deed of any type.

**27. MODIFICATION.** This AGREEMENT contains the entire agreement of the PARTIES. No representations were made or relied upon by any of the PARTIES other than those that may be expressly set forth herein. No agent, employee or other representative of any PARTY is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of such respective PARTY.

**28. STRICT COMPLIANCE.** All provisions of this AGREEMENT and each and every document that shall be attached hereto shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives.

**29. INVALID PROVISIONS.** In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions or provisions of this AGREEMENT, which shall in all respects remain a legally binding agreement with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice any of the PARTIES in its respective rights

and obligations contained in the valid covenants, conditions, or provisions of this AGREEMENT.

**30. NON-WAIVER.** No delay or failure by any PARTY to exercise any right under this AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by any of the PARTIES shall not be deemed to extend the amount of time available to perform any other act required under this AGREEMENT.

**31. FURTHER AGREEMENTS.** Each PARTY will, whenever and as often as the other may request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments or other instruments and documents as the requesting PARTY may believe to be necessary, expedient or proper in order to complete any and all conveyances, transfers, and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any other documents so requested in order to carry out the intent and purposes of this AGREEMENT.

**32. TIME IS OF THE ESSENCE.** Time is expressly declared to be of the essence of this AGREEMENT.

**33. COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**34. EFFECTIVE DATE AND TERM.** This AGREEMENT shall be perpetual in its duration and shall be effective upon the execution of this AGREEMENT by all PARTIES.

**35. NOTICES.** Any notice required under the terms of this AGREEMENT shall be deemed to have been given forty-eight (48) hours after being deposited in the United States mail. Notices to the NRD provided for in this AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

Martin Cleveland, Construction Engineer  
Papio-Missouri River Natural Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138-3621

notices to SID 177, provided for in this AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

Steven A. Rugg  
3601 Fox Ridge Drive  
Bellevue, Nebraska 68123

With a copy to: Richard L. Anderson, Esq.  
Croker, Huck, Kasher, DeWitt  
Anderson & Gonderinger, L.L.C.  
2120 South 72<sup>nd</sup> Street, Suite 1200  
Omaha, Nebraska 68124

and notices to SID197, provided for in this AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

Sam Seager  
13402 South 38<sup>th</sup> Circle  
Bellevue, Nebraska 68123

With a copy to: Martin P. Pelster, Esq.  
Croker, Huck, Kasher, DeWitt  
Anderson & Gonderinger, L.L.C.  
2120 South 72<sup>nd</sup> Street, Suite 1200  
Omaha, Nebraska 68124

or to such other respective address(s) as the PARTIES may designate to each other from time to time in writing.

**IN WITNESS WHEREOF,**

THIS AGREEMENT is executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**



THIS AGREEMENT is executed by SANITARY AND IMPROVEMENT DISTRICT NO. 177 OF SARPY COUNTY, NEBRASKA, on this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to resolution duly adopted by its Board of Trustees.

**SANITARY AND IMPROVEMENT DISTRICT  
NO. 177 OF SARPY COUNTY, NEBRASKA**

By \_\_\_\_\_  
**Chairperson, Board of Trustees**

**Attest:**

\_\_\_\_\_  
**Clerk of the District**

THIS AGREEMENT is executed by SANITARY AND IMPROVEMENT DISTRICT NO. 197 OF SARPY COUNTY, NEBRASKA, on this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to resolution duly adopted by its Board of Trustees.

**SANITARY AND IMPROVEMENT DISTRICT  
NO. 197 OF SARPY COUNTY, NEBRASKA**

By \_\_\_\_\_  
**Chairperson, Board of Trustees**

**Attest:**

\_\_\_\_\_  
**Clerk of the District**

## ACKNOWLEDGMENTS

State of Nebraska                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally came JOHN WINKLER, General Manager of the Papio-Missouri River Natural Resources District to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the date last aforesaid.

\_\_\_\_\_  
Notary Public

State of Nebraska                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally came \_\_\_\_\_, Chairperson of the Board of Directors of Sanitary and Improvement District No. 177 of Sarpy County, Nebraska, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the date last aforesaid.

\_\_\_\_\_  
Notary Public

State of Nebraska                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally came \_\_\_\_\_, Chairperson of the Board of Directors of Sanitary and Improvement District No. 197 of Sarpy County, Nebraska, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the date last aforesaid.

\_\_\_\_\_  
Notary Public

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