

DEVELOPER AGREEMENT

THIS AGREEMENT made this 26th day of May, 2026, by and between the City of Blair, Nebraska, hereinafter referred to as “City”, and Aravest Holdings LLC, hereinafter referred to as “Developer”.

WHEREAS, Developer has submitted a final plat for the subdivision legally described as: ELK RIDGE SUBDIVISION REPLAT 2, LOTS 1 THROUGH 30 INCLUSIVE, being a replat of Elk Ridge Subdivision Replat 1, Lots 1 through 30 Inclusive, lying in the North 1/2 of the Northwest 1/4 of Section 7, Township 18 North, and Vacated Garfield Street, Range 12 East of the 6th P.M., Washington County, Nebraska. (See attached Exhibit A which is fully incorporated herein by reference.)

WHEREAS, Developer requests that City form improvement or extension districts for paving and storm sewer, water and sanitary sewer services to the subdivision: and,

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND BENEFITS TO EACH PARTY AS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

1. Developer has filed with City its request for creation of said improvement districts. Pursuant to the applicable terms, conditions or prohibitions of the statutes of the State of Nebraska, City will create paving and storm sewer, water and sanitary sewer improvement districts for the construction of said improvements within ELK RIDGE SUBDIVISION REPLAT 2, LOTS 1 THROUGH 30 INCLUSIVE, platted and recorded in Washington County, Nebraska according to the terms of this Agreement.
2. **CITY SPECIFICATIONS AND TERMS:** All improvements and construction under said districts shall be made pursuant to the specifications of City. All contracts for such

improvements shall be entered into by City and according to the terms and conditions approved by City.

3. **STORMWATER MANAGEMENT:** The City has a stormwater management ordinance to protect, maintain, and enhance the public health, safety, and general welfare by establishing minimum requirements and procedures to control the adverse impacts associated with increased and altered stormwater runoff. Therefore, Post-Construction Stormwater Management Plan shall be included in the engineering design contract for the design and installation of a stormwater management system. The parties hereby acknowledgeable and agree that the engineering design contract for the design and installation of a stormwater management system may call for a storm water management system that would result in additional detention. The City, at its own election, has elected to eliminate the need for the surface detention basins. It is specifically agreed between the parties that City will, if required, be responsible for the increased costs associated with the installation of over-sizing stormwater pipe required for stormwater detention and that such increased costs shall not be assessed to individual lots. The Developer will only be responsible for stormwater system required to meet the normal storm water runoff.
4. **ENGINEERING DESIGN COSTS:** Developer hereby agrees that City shall not execute contracts for the design of said improvements until Developer has posted with City a security bond to cover the entire cost of the engineering design contract fee or Developer shall deposit a cash sum with City equal to the total cost of the engineering design contract fee. If Developer proceeds with the improvements and construction under said improvement districts, such cash payment shall be credited as a down payment towards the

cost of the paving and storm sewer, water and sanitary sewer improvement district assessments. If the Developer at anytime decides not to proceed with the improvements and construction under said districts as specified in this agreement, the security bond or cash payment shall be forfeited to the City for its costs and expenses incurred.

5. **CONSTRUCTION AND CONSTRUCTION ENGINEERING COSTS:**

Notwithstanding the engineering design contract fee payment referenced in Section 3, Developer hereby agrees to pay upfront zero percent (0%) of all construction and construction engineering costs attributed to such districts that benefit his/her subdivision. All construction and construction engineering costs attributed to such districts shall be assessed to the benefitted lots as described in Section 6.

6. **ACTUAL CONSTRUCTION COSTS:** It is specifically agreed between the parties that

Developer shall be responsible for and pay upon completion of construction under the contracts, a sum equal to zero percent (0%) of the actual construction cost. Actual construction cost includes the cost of construction engineering services, geotechnical services and the total contract price for all improvements including any change orders approved by the City from time to time. In the event any change orders are submitted to City for approval, the Developer will be notified by the City if such change orders to the construction contract(s) are required. The remaining one hundred percent (100%) of the actual construction cost shall be paid by City to the contractors and assessed as set forth below.

7. **SPECIAL ASSESSMENTS:** City shall specially assess the special assessment portion of the actual construction and engineering costs against the property owned by developer and

specially benefited based upon an allocation of special benefits from the improvements completed by the projects engineer and approved by the City and the Developer. It is expected that all specially assessed costs to be paid by the Developer shall be assessed on a per lot basis equally divided based on the number of lots contained in the approved final plat. The City shall levy such special assessments within one hundred and twenty (120) days from the date that engineer certifies the completion of the improvements being installed under the improvement districts. The procedure for levying the special assessments shall be that set forth in the City of Blair Municipal Code and the laws of the State of Nebraska. The term “actual construction cost” shall include the engineering cost that relate to the improvement along with other costs associated with such construction.

8. **FIRST LIEN:** It is further agreed by all parties, including the Developer and any other persons, including but not limited to any Lending Institution who may have or claim an interest in or have an encumbrance or lien upon the above-described real estate, that said special assessments shall be a first lien on the real estate for all improvements made under such improvement districts, subject only to general real estate taxes levied and assessed against said premises and that all other interests, encumbrances or liens on said real estate or any part thereof, of any parties to this Agreement shall be junior and inferior to the special assessments of the City against said real estate.
9. **OVERRIDING AUTHORITY:** City’s participation in this Agreement and all its responsibilities and obligations hereunder shall be subject to any and all provisions imposed on City by the statutes of the State of Nebraska and the Municipal Code of the City of Blair.

10. **REAL ESTATE TAXES:** The developer hereby agrees that it will make timely, current payments on any Washington County real estate taxes assessed on the lots by the Washington County Assessor's Office.
11. **PAYMENT OF INSTALLMENTS:** Developer hereby agrees that it will timely pay all installments due for the special assessments made against the above-described real estate and that it will not allow any installments due under said special assessments to become delinquent.
12. **AUTHORIZATION TO PROCEED:** The City as of the date of this Agreement has approved the final plat of ELK RIDGE SUBDIVISION REPLAT 2, LOTS 1 THROUGH 30 INCLUSIVE, an addition to the City of Blair, Washington County, Nebraska including proposed public streets and other improvements. Pursuant to the terms of this Agreement, City shall cause separate improvement districts to be created for the installation of the public improvements described herein for ELK RIDGE SUBDIVISION REPLAT 2, LOTS 1 THROUGH 30 INCLUSIVE. The process for designing, bid process and construction of the improvements shall commence within a reasonable period of time after execution of this Agreement.
13. **Public Streets:** The Developer agrees to convey to City all right, title and interest it may have in the proposed Garfield Street, West Garfield Circle, and East Garfield Circle, said roads to remain public streets.
14. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Developer, City, Lending Institution and each of their respective successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ATTEST:

CITY OF BLAIR

By: _____
Brenda Wheeler, City Clerk

By: _____
Melinda K. Rump, Mayor City of Blair

By: _____
Aaron Ross
Aravest Holdings LLC