

**NOTICE OF PUBLIC MEETINGS OF SEWARD COUNTY BOARD OF
COMMISSIONERS AND SEWARD COUNTY BOARD OF EQUALIZATION
TUESDAY, NOVEMBER 25, 2025**

Notice is hereby given that meetings of the Seward County Board of Commissioners and the Seward County Board of Equalization, if commenced, will be held on Tuesday, November 25, 2025 in the County Board Meeting Room, Room 303 on the 3rd Floor of the of the Seward County Courthouse in Seward, Nebraska. The County Board of Equalization meeting will begin at 8:30 a.m. The Board of Commissioners meeting will begin at 9:00 a.m. Both meetings are open to the public. Agendas for such meetings are kept continuously current and are available for public inspection at the office of the County Clerk in the Seward County Courthouse, Seward, Nebraska.

Brandy M. Johnson, Seward County Clerk

This is an Open Meeting of the Seward County Commissioners. Seward County abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the back wall of this meeting room as required by law. Presenters shall state their name for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Chair who shall determine by whom any appropriate response shall be made. Seward County reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

Known items on the agenda for Board of Equalization on November 25, 2025 are as follows:

8:30 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of October 28, 2025
4. Discuss/Action – Assessor Information Update

Known items on the agenda for Board of Commissioners on November 25, 2025 are as follows:

9:00 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of November 18, 2025

Other Business Matters to Address When Time Allows

4. Discuss/Action - Public/Organizations/Officials
5. Commissioner Reports
6. Discuss/Action – Seward County Emergency Preparedness Event Budget
7. Discuss/Action – Planning Commission Bylaws Update
8. Discuss/Action – Approve Sheriff's Department Inventory
9. Discuss/Action – Agenda for December 2, 2025

9:15 a.m. Discuss/Action – Veteran of the Month

9:30 a.m. Discuss/Action – Public Hearing – Proposed Amendment to the Zoning Regulations

Discuss/Action – Res.- Short Form Plat for NUGGZ Addition in the NE ¼ of Section 24, Township 9 North, Range 3 East of the 6th p.m.

Discuss/Action – Res.- Short Form Plat for Tamora Bin Site Located in the SE ¼ of the NE ¼ of Section 29, Township 11 North, Range 2 East of the 6th p.m.

9:45 a.m. Discussion Only – Review of Southeast Nebraska Development District (SEND) Interlocal Agreement and Southeast Nebraska Development District (SEND) Bylaws

10:00 a.m. Discuss/Action – Nebraska Association of County Officials (NACO) Salary Study for Elected Officials

10:15 a.m. Discuss/Action – Authorize Chair to Sign Contract with Eagleview for new Aerial Photography

Discuss/Action – Assessor's Vanguard Website Renewal Options

10:30 a.m. Discussion Only – Current Conditional Use Permits and Current Truck Routes for Poultry Barns

ABOVE AGENDA IS OPEN UNTIL 24 HOURS PRIOR TO THE MEETING AND IS SUBJECT TO CHANGE TO INCLUDE EMERGENCY ITEMS. THE OFFICIAL AGENDA IS KEPT AT THE SEWARD COUNTY CLERK'S OFFICE. PLEASE CONTACT THEM AT 402-643-2883 FOR ANY QUESTIONS PERTAINING TO THE AGENDA AS LISTED ABOVE.

[Seward County Government Home Page](#)

Posted 11/24/2025

Article III: Officers and Their Duties

Section 1: ~~The Planning Commission shall consist of a minimum of seven members and a maximum of nine members. Each member will be appointed by the Board of Commissioners and will serve a term of three years. At the end of the term, they may reapply for appointment.~~

Section 2: The officers of the Planning Commission shall consist of a Chair, a Vice Chair, and a Secretary.

Section 3: The Chair shall preside over all meetings and hearings of the Planning Commission and shall have the duties normally conferred by parliamentary use on such officers.

Section 4: The Chair shall be one of the citizen members of the Commission. He/She shall have the privilege of discussing all matters before the Commission and of voting thereon.

Section 5: The Vice Chair shall act for the Chair in his/her absence. He/She shall be a citizen member of the Planning Commission.

Section 6: The Secretary shall be one of the citizen members of the Commission. He/She shall keep the minutes and records of the Planning Commission and attend to such other duties as are normally carried out by a Secretary. Upon absence of the Secretary or by suggestion of the Planning Commission, the Zoning Administrator shall serve, without voting power, as the Secretary.

Article V: Membership

Section 1: ~~The Planning Commission shall consist of a minimum of seven members and a maximum of nine members. Each member will be appointed by the Board of Commissioners and will serve a term of three years. At the end of the term, they may reapply for appointment.~~

Section 2: The County Board shall appoint one member from each of the following rural areas: Pleasant Dale, Milford, Garland/ Bee, Seward, Staplehurst/Goehner, Beaver Crossing/Cordova, Utica, and two from Seward County at large. The members shall not reside within the geographical limits of a city or village. If no resident of the rural area associated with the city or village of the available seat is willing to be appointed, the position may be filled from anywhere in the county outside of city/village limits. All members shall be residents of Seward County and no less than 19 years of age.

Section 34: Members are expected to attend all meetings of the Planning Commission. If a member cannot attend a meeting, they shall notify the Zoning Administrator directly by phone, email, or text 4 hours prior to the time of the meeting. If notice is not received prior to absence, it shall be considered an unexcused absence.

Section 24: If a member of the Planning Commission has more than two (2) consecutive unexcused absences from meetings or more than four (4) total unexcused absences from meetings in a twelve-month

period, notice will be given to the County Board requesting that member to be replaced.

Section 53: Members shall avoid conflict of interest in transacting Planning Commission business. Where a member has a recognized conflict, that member shall abstain from voting.

Section 64: Members shall not discuss official items with applicants prior to public hearings and shall not indicate their voting intentions until the public hearing is closed.

Section 75: If a member wishes to resign from their appointment they must submit a letter of resignation to the Seward County Board of Commissioners.

Seward County Planning Commission

Subcommittee members: Jack Daniel, Sue Medinger, Dale Niemann, Brent Schluckebier

Met on October 2, 2025 to draft response to proposed amendment in accordance with Article 11: Amendments.

All ¼ sections designated A1 that have reached their zoned capacity for residential dwellings (2) are eligible for rezoning to TA1 designation upon application by a current property owner within the subject ¼ section. Upon receipt of such an application the Zoning Administrator shall determine if the ¼ section in question is at its zoned capacity for its A1 designation. If the Zoning Administrator determines the ¼ section is at A1 capacity the Zoning Administrator shall rezone the ¼ section to TA1 designation. No submittal to, referral, or action by, the Planning Commission, or the County Board of Commissioners, shall be required.

Section 11.01 Amendments, item 3.

The Planning Commission shall study proposed amendments to determine:

a. The need and justification for the change.

To open up the county to more rural housing.

b. When pertaining to a change in the district classification of property, the effect of the change, if any, on the property and on surrounding properties.

1. Property valuations will increase.
2. There will be increased traffic on surrounding roads.
3. In the water conservation district water supply could be compromised.
4. It reduces the amount of agricultural property in the county.

c. When pertaining to a change in the district classification of property, the amount of undeveloped land in the general area and in the county having the same district classification as requested.

There are 2304 quarter sections in Seward County of which 1599 (69.4%) are classified as A-1, and 284 are classified as TA (12.2%).

d. The relationship of the proposed amendment to the purposes of the general planning program, with appropriate consideration as to whether the proposed change will further the purpose of this Resolution and the Comprehensive Plan.

Contrary to the Comprehensive Plan because:

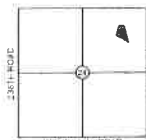
1. It diminishes the amount of agricultural property in the county.
2. Doesn't protect the ground water in the water conservation district.
3. It eliminates the review of the Planning Commission, the County Commissioners, and a public hearing on zoning changes thereby cancelling out these voices.

NUGGZ ADDITION

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

SHORT FORM PLAT

NE COR NE1/4 SEC 24-9-3
Found 5/8" rebar as recorded
N 0°45' to grade blade
SE 43.15' 5/8" rebar
SW 38.26' to 5/8" rebar

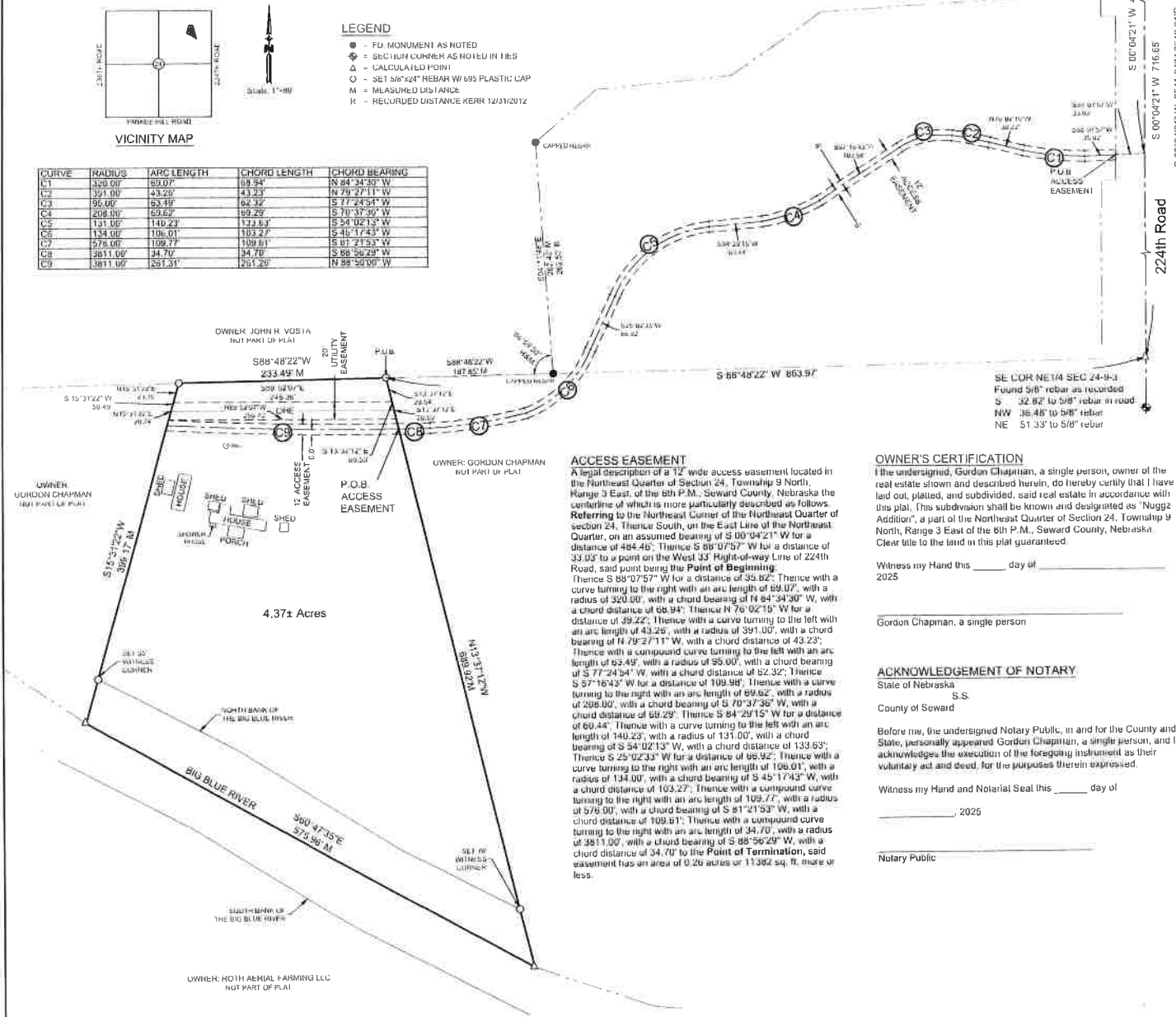


VICINITY MAP

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	320.00'	59.07'	98.94'	N 84°34'30" W
C2	391.00'	43.25'	43.23'	N 79°27'11" W
C3	95.00'	53.49'	64.32'	S 77°24'31" W
C4	208.00'	53.62'	69.26'	S 70°37'36" W
C5	131.00'	140.23'	133.83'	S 54°02'13" W
C6	134.00'	106.01'	103.27'	S 45°17'43" W
C7	576.00'	109.77'	109.81'	S 81°21'53" W
C8	3811.00'	34.70'	34.70'	S 88°56'29" W
C9	3811.00'	261.31'	251.26'	N 88°50'00" W

LEGEND

- - P.D. MONUMENT AS NOTED
- ⊕ - OBS. IRR. CORNER AS NOTED IN T&S
- △ - CALCULATED POINT
- - SET 5/8"x24" REBAR W/ 695 PLASTIC CAP
- M - MEASURED DISTANCE
- R - RECORDED DISTANCE KERR 12/31/2012



ACCESS EASEMENT

A legal description of a 12' wide access easement located in the Northeast Quarter of Section 24, Township 9 North, Range 3 East, of the 6th P.M., Seward County, Nebraska the centerline of which is more particularly described as follows: Referring to the Northeast Corner of the Northeast Quarter of section 24, Thence South, on the East Line of the Northeast Quarter, on an assumed bearing of S 00°04'21" W for a distance of 484.46'; Thence S 88°07'57" W for a distance of 33.03' to a point on the West 55' Right-of-Way Line of 224th Road, said point being the Point of Beginning; Thence S 88°07'57" W for a distance of 35.82'; Thence with a curve turning to the right with an arc length of 69.07', with a radius of 320.00', with a chord bearing of N 84°34'30" W, with a chord distance of 98.94'; Thence N 79°27'11" W for a distance of 43.23'; Thence with a curve turning to the left with an arc length of 63.49', with a radius of 95.00', with a chord bearing of S 77°24'31" W, with a chord distance of 64.32'; Thence S 70°37'36" W for a distance of 69.26'; Thence with a curve turning to the left with an arc length of 140.23', with a radius of 131.00', with a chord bearing of S 54°02'13" W, with a chord distance of 133.83'; Thence S 45°17'43" W for a distance of 103.27'; Thence with a compound curve turning to the right with an arc length of 69.62', with a radius of 208.00', with a chord bearing of S 70°37'36" W, with a chord distance of 69.26'; Thence S 81°21'53" W for a distance of 109.81'; Thence with a compound curve turning to the right with an arc length of 34.70', with a radius of 3811.00', with a chord bearing of S 88°56'29" W, with a chord distance of 251.26'; Thence N 88°50'00" W for a distance of 261.31'; Thence S 88°48'22" W for a distance of 863.97'; Thence S 00°04'21" W for a distance of 484.46' to the Point of Beginning. The area of the easement is 0.26 acres or 11,392 sq. ft. more or less.

OWNER'S CERTIFICATION

I, the undersigned, Gordon Chapman, a single person, owner of the real estate shown and described herein, do hereby certify that I have laid out, platted, and subdivided, said real estate in accordance with this plat. This subdivision shall be known and designated as "NUGGZ Addition", a part of the Northeast Quarter of Section 24, Township 9 North, Range 3 East of the 6th P.M., Seward County, Nebraska. Clear title to the land in this plat guaranteed.

Witness my Hand this _____ day of _____, 2025

Gordon Chapman, a single person

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska
S.S.
County of Seward

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Gordon Chapman, a single person, and he acknowledges the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my Hand and Notarial Seal this _____ day of _____, 2025

Notary Public

LEGAL DESCRIPTION

A legal description of a tract of land located in the Northeast Quarter of Section 24, Township 9 North, Range 3 East, of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Referring to the Northeast Corner of the Northeast Quarter of Section 24, Thence South, on the East Line of the Northeast Quarter, on an assumed bearing of S 00°04'21" W for a distance of 484.46' to a point of intersection with the South Line of a survey by Joe Kerr, dated Dec. 31, 2012 extended East, Thence West, on the Easterly extension of the South Line of a survey by Joe Kerr dated Dec. 31, 2012, S 88°48'22" W for a distance of 863.97' to the Point of Beginning, and having a calculated area of 4.37 acres more or less.

Thence S 88°48'22" W, continuing on the South Line of a survey by Joe Kerr dated Dec. 31, 2012, for a distance of 233.49'; Thence S 13°37'12" W for a distance of 399.17' to a point on the Centerline of the Big Blue River, Thence S 80°47'39" E, on the Centerline of the Big Blue River, for a distance of 575.96'; Thence N 13°37'12" W for a distance of 869.92' to the Point of Beginning, and having a calculated area of 4.37 acres more or less.

Subject to any and all easements and restrictions of record.

SURVEYOR'S CERTIFICATION

I, Marc J. Raphael, Nebraska Licensed Land Surveyor No. 695, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat of "NUGGZ Addition"; that said plat is a true delineation of said survey performed personally, that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true correct, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey. All dimensions in feet and decimals of a foot.

Signed this _____ day of _____, 2025

Marc J. Raphael LS-695

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

This plat of "NUGGZ Addition" has been submitted to and approved by the Seward County Planning Commission.

Signed this _____ day of _____, 2025

Chair, Planning Commission

APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS

This plat of "NUGGZ Addition" has been submitted to and approved by the County Board of Commissioners of Seward County, Nebraska.

Signed this _____ day of _____, 2025

Chair, County Board of Commissioners

REGISTER OF DEEDS CERTIFICATE

State of Nebraska
S.S.
County of Seward

This is to certify that this instrument was filed for record in the register of deeds office.

Date _____ Time _____ Diurnal No. _____ Fee _____

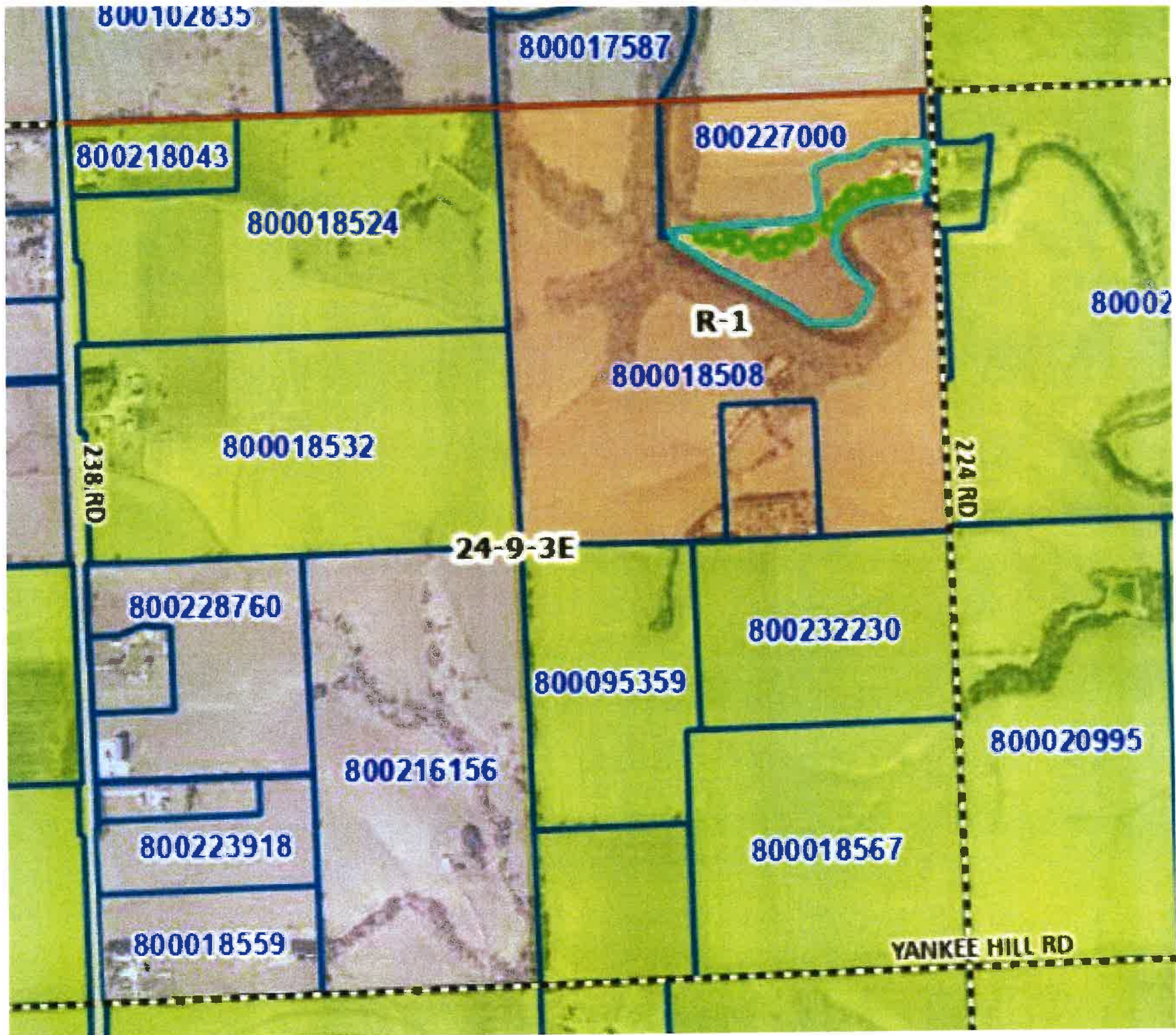
Instrument No. _____
Register of Deeds

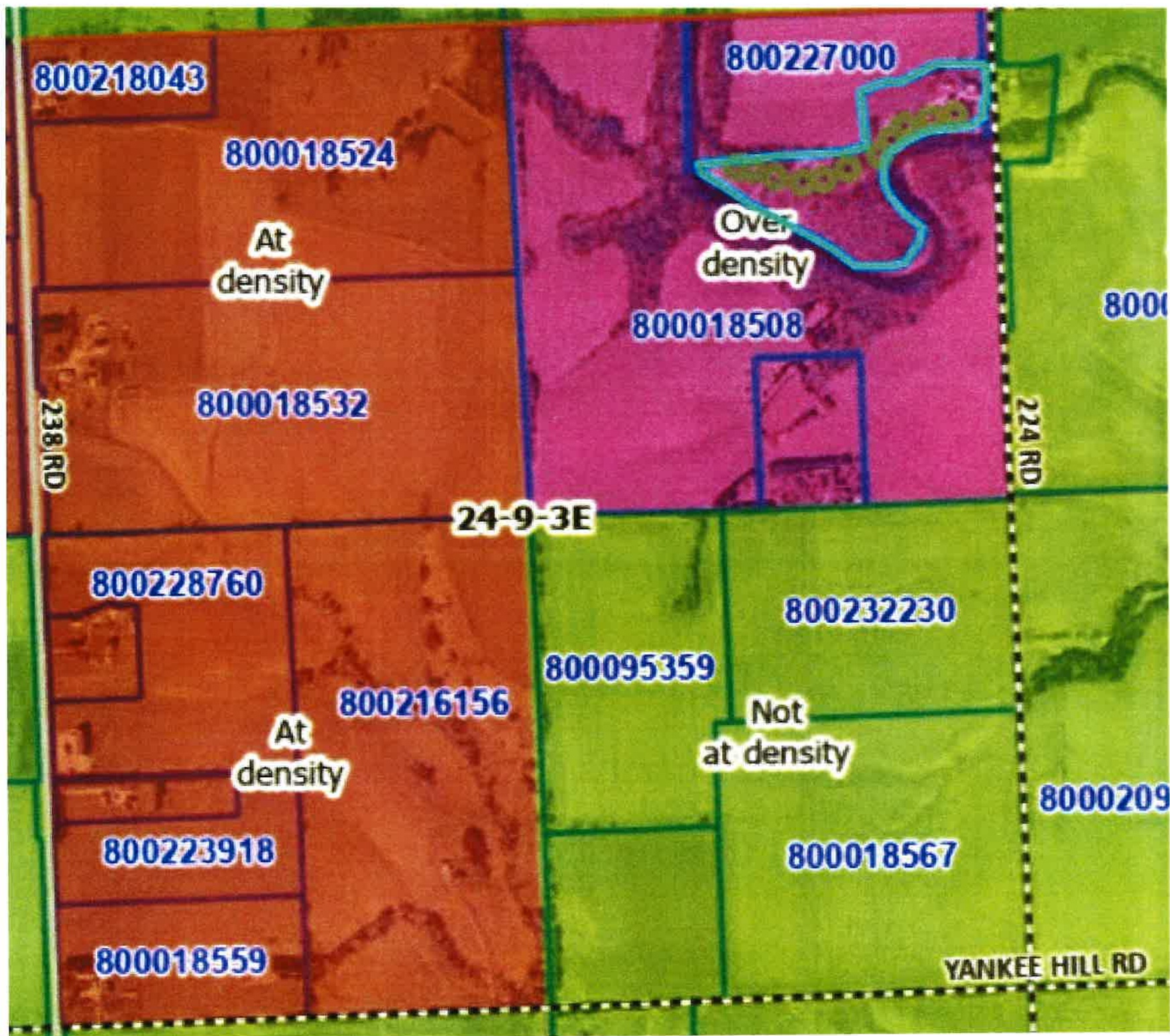
UTILITY EASEMENT

A legal description of a 20' wide utility easement in "NUGGZ ADDITION", located in the Northeast Quarter of Section 24, Township 9 North, Range 3 East, of the 6th P.M., Seward County, Nebraska, more particularly described as follows: Referring to the Northeast Corner of NUGGZ ADDITION, Thence South, on the Easterly Line of NUGGZ ADDITION, on an assumed bearing of S 13°37'12" E, for a distance of 20.54' to the Point of Beginning; Thence S 13°37'12" E, continuing on the Easterly Line of NUGGZ ADDITION, for a distance of 20.59'; Thence N 89°52'07" W for a distance of 296.76' to a point on the Easterly Line of NUGGZ ADDITION, Thence N 15°31'22" E, on the Easterly Line of NUGGZ ADDITION, for a distance of 29.74'; Thence S 89°52'07" E, for a distance of 246.36' to the Point of Beginning and having a calculated area of 0.12 acres or 5,231 sq. ft. more or less.



ALLIED SURVEYING AND MAPPING
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512
Phone (402) 434-2886
Project No. 2025-0187







800227000

0

800201175

800200772

800201027

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800018494

800200713

24-9-3E

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800200942

800018508

224 RD

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Section 4.05 R-1 Residential - District**4.05.01 Intent**

The R-1 district is established for the purpose of low-density single-family dwelling control and to allow certain public facilities. Regulations are intended to control density of population and to provide adequate open space around buildings and structures in the district to accomplish these purposes. The intent of this district is to recognize the gradual urbanization near cities and to provide for the proper development and facilities necessary for future growth.

4.05.02 Permitted Uses

The following principal uses are permitted in the R-1 Residential District.

1. Single-family dwellings provided the intensity of use and all other requirements of this district are met, including:
 - a. In no case are single-family dwellings permitted on tracts without direct legal access to an improved road.
 - b. The density within any ¼ section of ground shall not exceed eight dwelling units, see Section 3.03.03 (3) for additional information.
 - c. If a parcel of ground is within two different ¼ sections then the applicant shall declare to which ¼ section the residence will be attached.
2. Public parks and recreational areas and community buildings owned and operated by a public agency.
3. Churches, synagogues, and other similar places of worship.
4. Public and parochial schools.
5. Golf courses and driving ranges. Miniature golf is permitted if it is a part of the total golfing operation.
6. All other uses as indicated as Permitted in the Zoning Matrix.

4.05.03 Conditional Uses

The following uses are subject to any conditions listed in this Resolution and are subject to conditions relating to the placement of said use on a specific tract of ground in the R-1 Residential District.

1. Utility Substations.
2. Overhead and underground utilities main transmission lines, including but not limited to, power, telephone, gas, fuel, or fertilizer lines, substations, terminal facilities, and reservoirs
3. Commercial recreational areas and camping areas including fishing lakes, gun clubs, rifle ranges, trap shoots and similar uses
4. All other uses indicated as Conditional within the Zoning Matrix.

4.05.04 Accessory Uses

The following accessory buildings and uses are permitted in the R-1 District.

1. Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as conditional uses including decks and gazebos.
2. Private swimming pools (above or below ground), tennis courts, and other recreational facilities in conjunction with a residence.
3. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
4. Home occupation as provided for in Section 8.07 and 8.08.
5. Home Business as provided for in Section 8.07 and 8.08.
6. Signs as provided for in Article 7.
7. Parking as provided for in Article 6.
8. Gardens and greenhouses.
9. Small Wind Energy Systems as provided for in Section 8.03.
10. Residential Animal Keeping Regulations shall allow a maximum of 1 A.U. per acre of ground except:

Ratio of Animals per Acre

Rabbits	Domestic/Exotic Birds	Goat
10	10	1

11. Additional Requirements:

- a. Fencing shall be adequate to keep the animal(s) from infringing in any way no adjacent property, and selected and maintained for safety according to generally accepted standards, with lockable gates and appropriate to the animal(s) and the conditions under which they are being kept.

- b. Manure, urine and other organic wastes shall be disposed of and sanitized so as to preclude the presence of flies, and to prevent the presence of odors and noises offensive to neighboring residences. Such disposal shall also avoid pollution of ground water or any lake or stream.
- c. Animal housing or stabling shall be safe, humane and generally consistent with the appearance of other structures appurtenant to residences in the same area.
- d. Free range animals only.

4.05.05 Area and Intensity Regulations

In the R-1 Residential District, the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot or tract, shall be as follows:

Uses	Min. Lot Area (acres)	Min. Lot Width (feet)	Setbacks			Max. Lot Coverage (%)	Max. Building Height (feet)
			Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)		
Permitted Uses	5 ¹	100	30	35	35	25	35 ¹
Conditional Uses	5 ¹	100	30	35	35	25	35 ¹
Accessory Uses	-	-	30	5	5	10	20

¹ 20,000 sq. ft. with individual or community water and a community sewage disposal system.

4.05.06 Other Applicable Provisions

1. No new building shall be hereafter erected or any existing building structurally altered with any portion of said building nearer than 120 feet from the R.O.W. line of a U. S. or State designated highway, and not nearer than 90 feet from the centerline of a County road.
2. The off-street parking requirements shall be as provided in Article 6.
3. All new dwellings, including Residential Acreage Developments, shall be on hard-surfaced or maintained Roads/Street/Highways. Dwelling shall not be permitted on an officially designated minimum maintenance Road/Street/Highways.
4. All access to said properties shall meet County Highway Superintendents specifications.

RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Gordon Chapman owns 14 acres of land and has applied for a Short Form Plat to separate 4.37 acres and described as a tract of land in the Northeast quarter North of the river, Section 24, Township 9N, Range 3 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called NUGGZ Addition and

WHEREAS The Seward County Planning Commission held a meeting on November 17, 2025 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of NUGGZ Addition, with a vote of 5 For, 0 Against, and 4 Absent Not Voting, and

- WHEREAS _____ No one appeared to oppose the subdivision.
- _____ Individuals appeared to oppose the subdivision
- _____ No one appeared to support the subdivision
- _____ Individuals appeared to support the subdivision.
- _____ Individuals appeared without commitment, and

THEREFORE, BE IT RESOLVED that the Seward County Board of Commissioners do hereby Approve or Deny NUGGZ Addition, Short Form Plat, with Resolution NO: _____.

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____	NAYS: _____
_____	_____
_____	_____
_____	_____
_____	_____

Chairman, Board of Commissioners	Chairman, Board of Commissioners
November 25, 2025	

ATTEST: _____

Brandy Johnson, Seward County Clerk



SEWARD COUNTY
PLAT SUBDIVISION APPLICATION

Date 09-16-2025 Plat Application Number 17-2025

Owner/Applicant David Schluckebier

Address 1940 A Street Rd

Telephone (402)795-3830 E-mail _____

Owner 2/Applicant Jacob Schluckebier

Address 13110 Mountain Park Rd Rapid City, SD 57702

Telephone (308)430-3764 E-mail zakeozz@aol.com

This application is for ☒ Short Form Plat ☐ Admin Plat ☐ Vacate/Replat

Legal description of requested subdivision: Parcel ID 800036646 Total acres _____

of acres to be divided _____ Precinct F Section 29

Township 11 Range 2 Quarter _____ Zoning District C-1

In Water Conservation ☐ Yes ☒ No

Fee is \$400. Please make checks payable to **Seward County Treasurer**
Receipt # 1065

Applicant 1 _____

_____ Date

Applicant 2 _____

_____ Date

Official Use _____

Taxes paid in full ☐ Yes ☐ No

Seward County Treasurer Office

Planning Commission Recommendation 5 for C against 4 absent

Planning Commission Chair _____

_____ Date

TAMORA BIN SITE

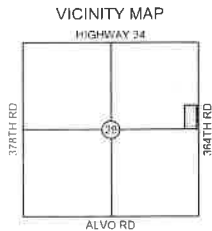
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 2 EAST OF
THE 6TH P.M., VILLAGE OF TAMORA, SEWARD COUNTY, NEBRASKA
SHORT FORM PLAT



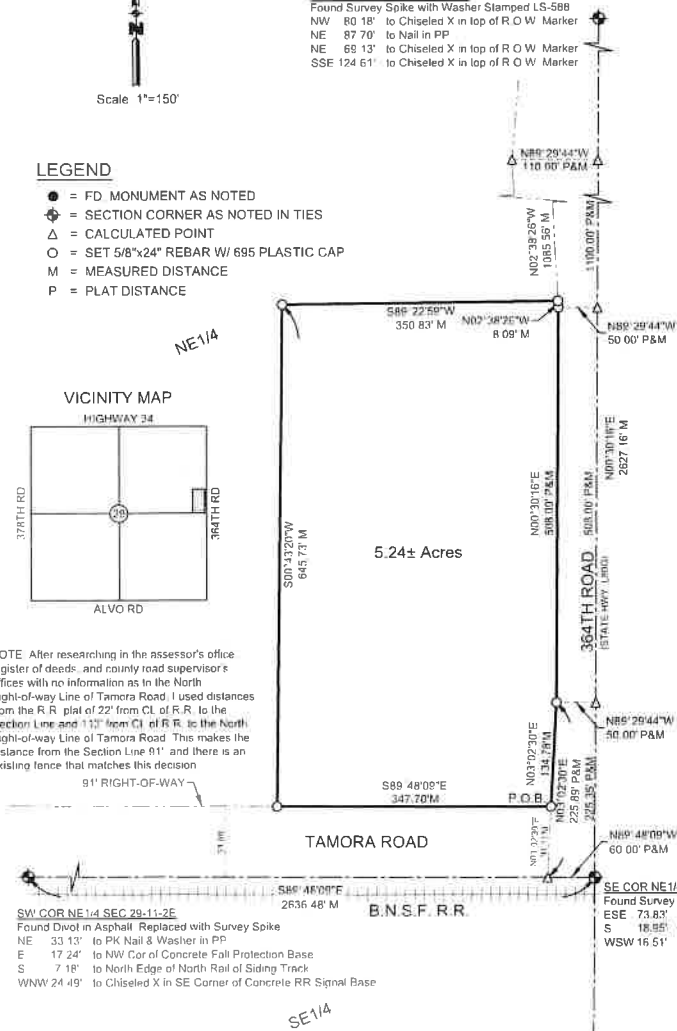
NE COR NE1/4 SEC 29-11-2E
Found Survey Spike with Washer Stamped LS-588
NW 80 18' to Chiseled X in top of R.O.W. Marker
NE 87 70' to Nail in PP
NE 69 13' to Chiseled X in top of R.O.W. Marker
SSE 124 61' to Chiseled X in top of R.O.W. Marker

LEGEND

- = FD. MONUMENT AS NOTED
- ⊕ = SECTION CORNER AS NOTED IN TIES
- △ = CALCULATED POINT
- = SET 5/8"x24" REBAR W/ 695 PLASTIC CAP
- M = MEASURED DISTANCE
- P = PLAT DISTANCE



NOTE: After researching in the assessor's office register of deeds and county road supervisor's offices with no information as in the North Right-of-way Line of Tamora Road I used distances from the R.R. plat of 22' from CL of R.R. to the Section Line and 112' from CL of R.R. to the North Right-of-way Line of Tamora Road. This makes the distance from the Section Line 81' and there is an existing fence that matches this decision



LEGAL DESCRIPTION

A legal description of a part of the Northeast Quarter of Section 29, Township 11 North, Range 2 East, of the 6th P.M., Village of Tamora, Seward County, Nebraska and more particularly described as follows:

Referring to the Southeast Corner of the Northeast Quarter, Thence West, on the South Line of the Northeast Quarter, on an assumed bearing of N 89° 48' 09" W, for a distance of 60.00' to a point on the Westerly Right-of-way Line of State Hwy L80G, Thence N 03° 02' 30" E, on the Westerly Right-of-way Line of State Hwy L80G, for a distance of 91.11' to a point of intersection with the North Right-of-way Line of Tamora Road, said point being the **Point of Beginning**.

Thence continuing Northerly, on the Westerly Right-of-way Line of State Hwy L80G the following 3 courses:
N 03° 02' 30" E, for a distance of 134.78';
Thence N 00° 30' 16" E for a distance of 508.00';
Thence N 02° 38' 26" W for a distance of 8.09';
Thence S 89° 22' 59" W for a distance of 350.83'; Thence S 00° 43' 20" W for a distance of 645.73' to a point on the North Right-of-way Line of Tamora Road;
Thence S 89° 48' 09" E, on the North Right-of-way Line of Tamora Road, for a distance of 347.70' to the **Point of Beginning** and having a calculated area of 5.24 acres more or less.

Subject to any and all easements and restrictions of record.

OWNER'S CERTIFICATION

I, the undersigned, David Schluckebier, owner of the real estate shown and described herein, do hereby certify that I have laid out, platted, and subdivided, said real estate in accordance with this plat.
This subdivision shall be known and designated as "Tamora Bin Site", a part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 11 North, Range 2 East of the 6th P.M., Seward County, Nebraska.
Clear title to the land in this plat guaranteed.

Witness my Hand this _____ day of _____, 2025

David Schluckebier

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska

S.S.

County of Seward

Before me, the undersigned Notary Public, in and for the County and State, personally appeared David Schluckebier, and each separately and severally acknowledges the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed

Witness my Hand and Notarial Seal this _____ day of _____, 2025

Notary Public

SURVEYOR'S CERTIFICATION

I, Marc J. Raphael, Nebraska Licenser Land Surveyor No. 695, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat of "Tamora Bin Site", that said plat is a true delineation of said survey performed personally; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey. All dimensions in feet and decimals of a foot.

Signed this _____ day of _____, 2025

Marc J. Raphael LS-695

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

This plat of "Tamora Bin Site" has been submitted to and approved by the Seward County Planning Commission.

Signed this _____ day of _____, 2025

Chair, Planning Commission

APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS

This plat of "Tamora Bin Site" has been submitted to and approved by the County Board of Commissioners of Seward County, Nebraska.

Signed this _____ day of _____, 2025

Chair, County Board of Commissioners

REGISTER OF DEEDS CERTIFICATE

State of Nebraska

S.S.

County of Seward

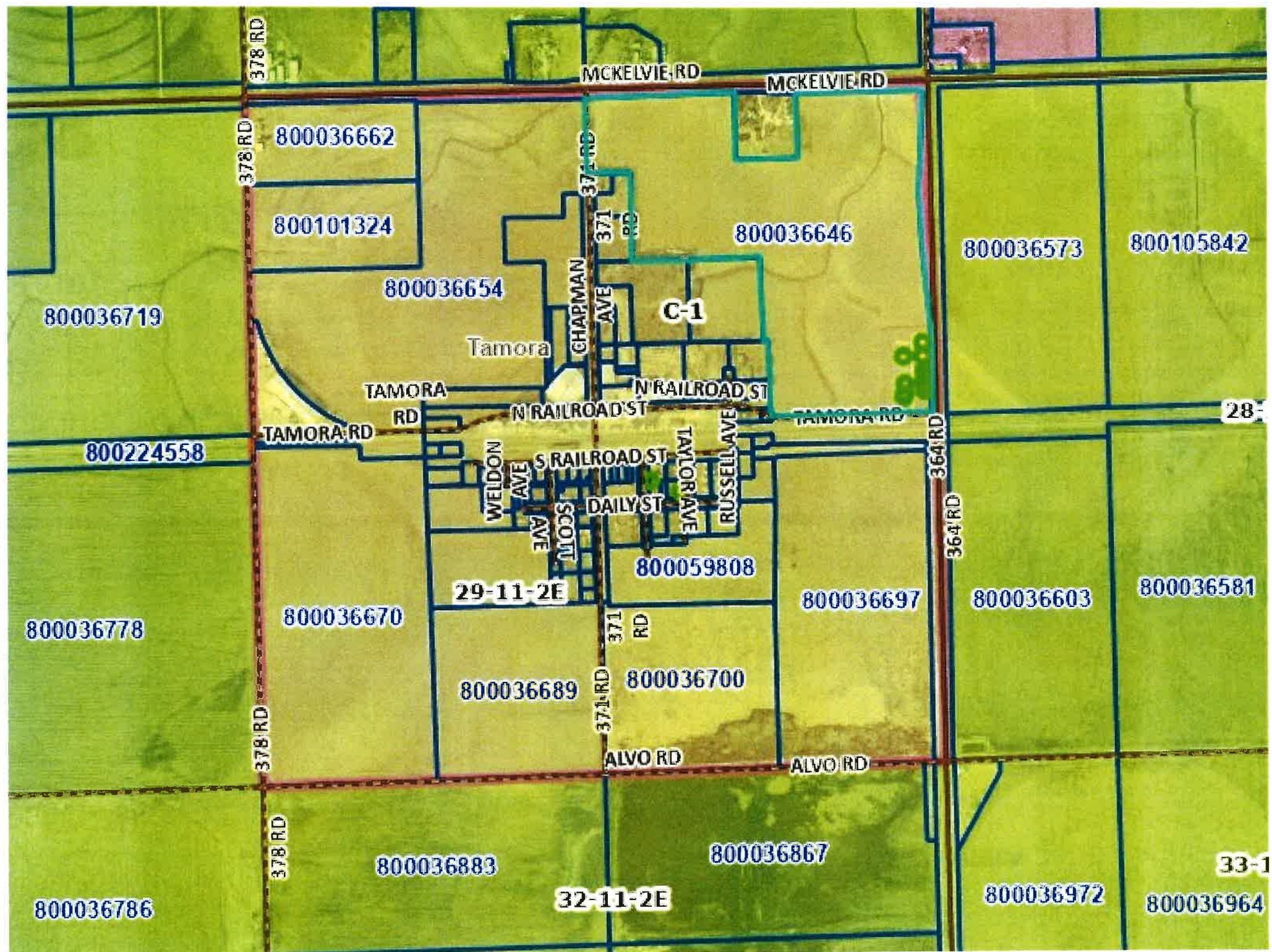
This is to certify that this instrument was filed for record in the register of deeds office

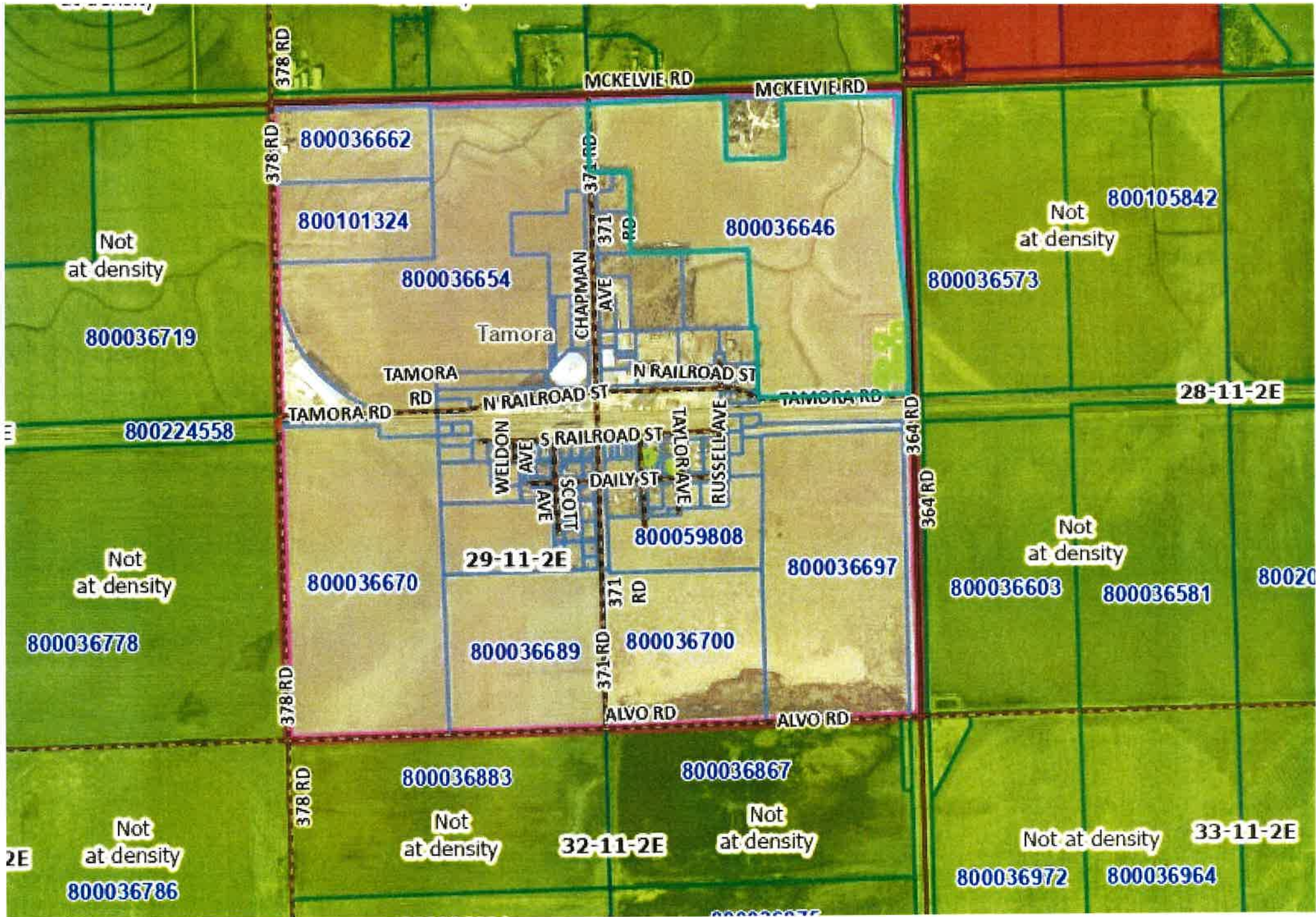
Date: _____ Time: _____ Drawer No. _____ Fee: _____

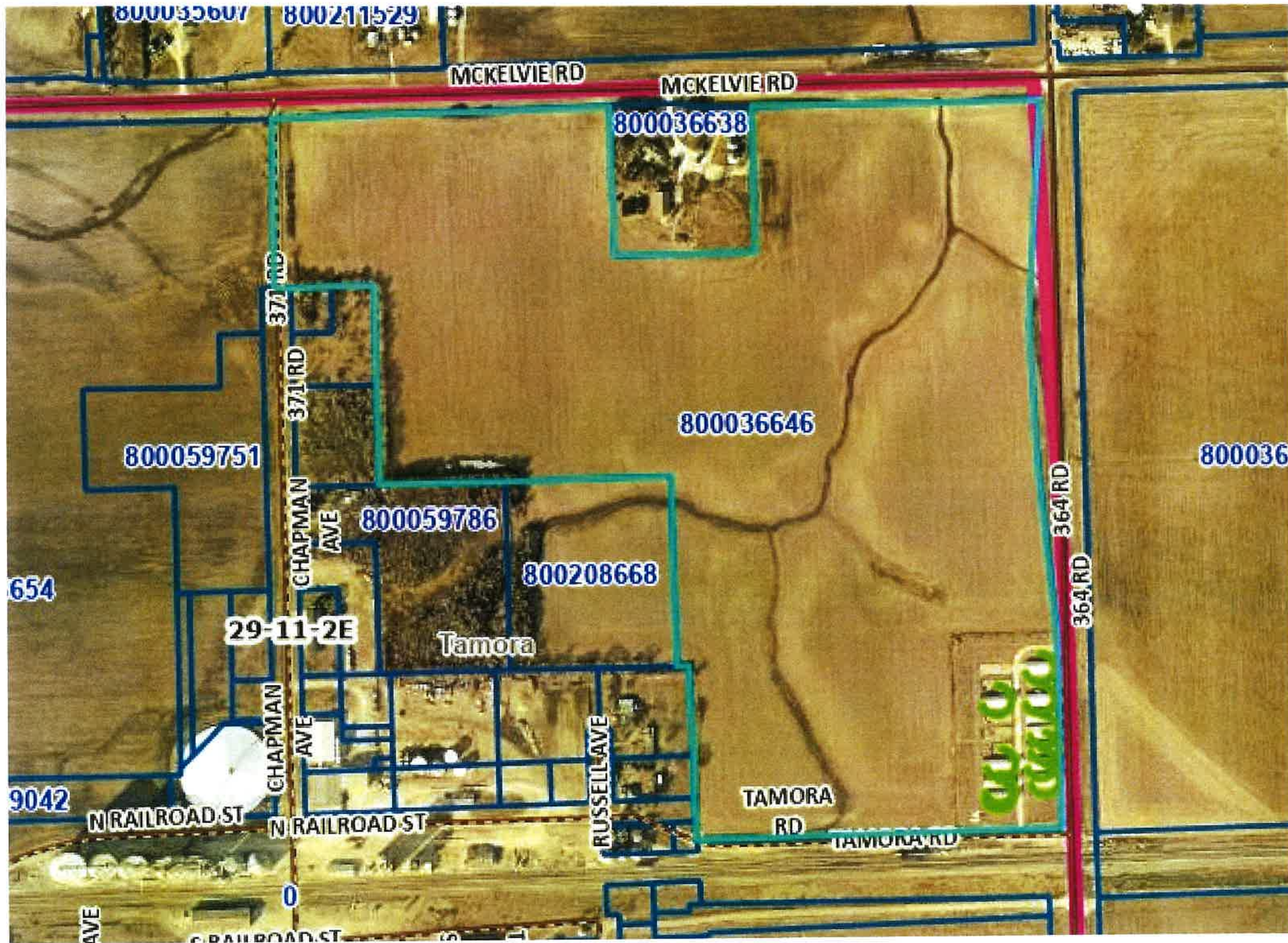
Instrument No. _____ Register of Deeds



ALLIED SURVEYING AND MAPPING
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512
Phone (402) 434-2686
Project No. 2025-0158







80033607 800211529

MCKELVIE RD

800036638

800036646

800059751

800059786

800208668

29-11-2E

Tamora

N RAILROAD ST

RUSSELL AVE

TAMORA RD

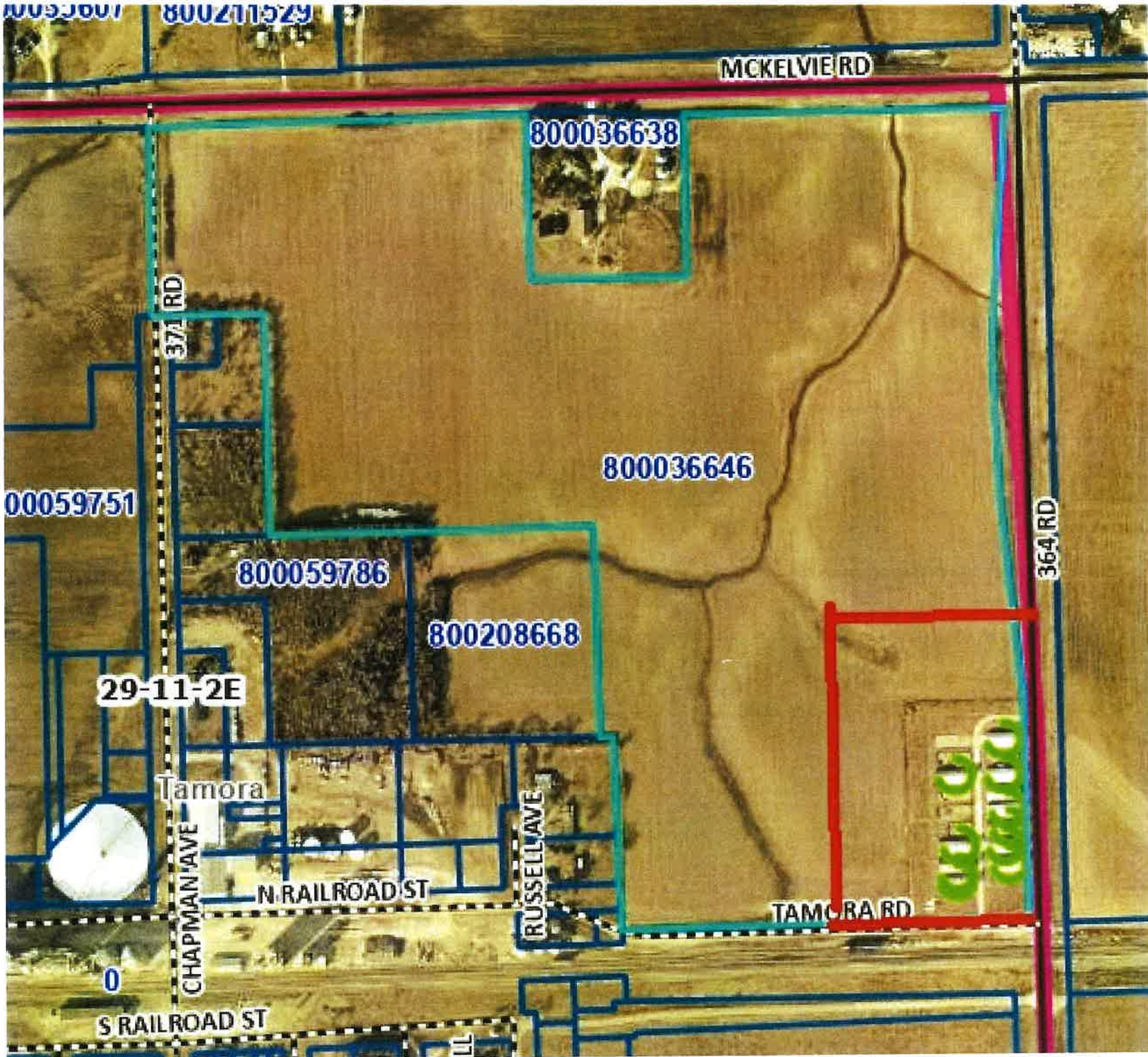
364 RD

CHAPMAN AVE

S RAILROAD ST

0

LL



RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS David Schluckebier owns 103.54 acres of land and has applied for a Short Form Plat to separate 5.524 acres and described as a tract of land in the Southeast quarter of the Northeast quarter, Section 29, Township 11N, Range 2 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called Tamora Bin Site and

WHEREAS The Seward County Planning Commission held a meeting on November 17, 2025 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of Tamora Bin Site, with a vote of 5 For, 0 Against, and 4 Absent Not Voting, and

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

THEREFORE, BE IT RESOLVED that the Seward County Board of Commissioners do hereby Approve or Deny Tamora Bin Site, Short Form Plat, with Resolution NO: _____

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

November 25, 2025

ATTEST: _____

Brandy Johnson, Seward County Clerk

**INTERLOCAL COOPERATION AGREEMENT
TO JOIN
SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

WHEREAS, the many local governments, including municipalities and counties in the Southeastern Nebraska region and specifically the area included within Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Polk, Pawnee, Richardson, Saline, Saunders, Seward, Thayer and York Counties in the State of Nebraska, form one regional community with a citizenry bound together physically, socially and economically and serviced by not just one unit of local government but by the many; and,

WHEREAS, the Interlocal Cooperation Act, Sections 13-801 through 13-827, Nebraska revised Statutes (Reissue 1997 and Supp. 2002), authorize the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and,

WHEREAS, notwithstanding any language herein, it is the intention of Seward County to become a member of a Development District created under authority of Sections 13-1901 to 13-1907, Nebraska Revised Statutes (Reissue 1997) (hereinafter referred to as the Development District Act); and

WHEREAS, expansion of the concept of cooperation among local government while strengthening local home rule is the best solution for dealing with regional challenges beyond individual capabilities; and,

WHEREAS, the Southeast Nebraska Development District, hereinafter referred to as SENDD, provides the political subdivisions of Seward County an opportunity to participate with other local governments in the region to resolve problems and develop policies and plans that are common and regional in nature; and,

NOW, THEREFORE BE IT RESOLVED, in consideration of the covenants contained herein, the signing party agrees:

1. That there has been formed SENDD, a Development District created to serve a 16-county area of Southeastern Nebraska and which is formed, financed, organized and shall operate and may be dissolved in accordance with the provisions of this Agreement and its Bylaws.

2. That the effective date for formation of SENDD shall be the same as the date on which Bylaws were first adopted and shall remain in effect for an initial term of one year from such date. The term shall thereafter be perpetual in the sense that there is no established termination date as it is the intent of the signatory parties that SENDD be a permanent organization. Such permanent existence is subject to the statutory requirements of the Development District Act which imposed certain minimum requirements on the membership composition of a Development District.

3. That SENDD was created as an organization of units of general purpose local governments; that memberships shall be open to all counties and municipalities in the 16-county region which meet the terms and conditions of this Agreement and the organization's bylaws; and, that each member unit of government shall be represented by its chief elected official in the determination of general policy of SENDD while specific policy and staff matters shall be determined by a Board of Directors whose membership shall be constituted as specified in the Bylaws of the organization.

4. That Bylaws have been adopted which effectively establish the operational terms of this Agreement.

5. ***That SENDD shall have the following purposes and powers:***

- A. To serve as a mutual forum to identify, discuss, study, and bring into focus regional challenges and opportunities.
- B. To serve as a vehicle for the collection and exchange of information of regional interest
- C. To provide a continuing organizational machinery to ensure effective communication and coordination among governments and agencies.
- D. To foster, develop and review policies, plans and priorities for regional growth, development and conservation.
- E. To facilitate agreements and cooperative action proposals among member governments for specific projects or other inter-related development needs and for the adoption of common policies and plans with respect to common regional challenges.
- F. To maintain liaison with members, governmental units and groups or organizations and to serve as regional spokesman for local government.
- G. To furnish general and technical aid to member governments to promote and accomplish agency approved agreements, policies and plans.
- H. To review and coordinate federal, state and local programs of regional importance.
- I. To sponsor programs and projects in the interest of promoting the above purposes.
- J. *To rent, lease, purchase, own, sell or otherwise acquire or dispose of both real and personal property in the manner of acquiring, holding and disposing of said real and personal property as determined by SENDD.*
- K. *To create a nonprofit organization that reflects a regional focus and allows for the pursuit of additional financial resources.*
- L. *To enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, with the approval of the majority of the Board of Directors.*
- M. *To engage in any lawful act or activity not inconsistent with the Interlocal Cooperation Act as the same is now in effect or as may be hereafter amended.*

6. That the members of SENDD shall pay an annual fee for the maintenance of an annual budget. Said fee shall be determined by the Board of Directors following approval of the proposed budget and work program for the succeeding year; and, SENDD shall be entitled to receive gifts, grants and bequests to assist in its maintenance.

7. That SENDD, to effectively pursue its purposes, shall maintain a staff, one of which shall be an Executive Director who may, on behalf of the organization, enter into agreements for grants and gifts from public and private sources for implementation of the organization's adopted work program.

8. This Agreement shall be terminated by failure to pay the annual contribution as asked by SENDD or by resolution submitted to the Board of Directors by the signing political subdivision.

9. That assets accumulated by SENDD shall be distributed evenly between the members in good standing at the time and in the event SENDD is dissolved.

10. Any signatory party, not having withdrawn from this agreement, may request an amendment to this agreement. Any such amendment, or amendments, will not be effective unless, and until, all signatory parties who are members at the time the amendment or amendments are proffered, agree, in writing, to such amendment or amendments.

11. Seated members of the SENDD Board of Directors may, by a simple majority vote of those members, adopt a resolution recognizing a county as a non-member. Such status shall only be granted when the requesting county declines to become a member in good standing and when such decision represents an obstacle to attaining or maintaining continuity of county boundaries as may be required by certain Federal and State regulations. Any county seeking such status shall do so by resolution submitted to the Board of Directors. Any county granted status shall enjoy no rights or privileges of membership.

12. This agreement, or any amendment to this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which when taken together will constitute one agreement, or amendment to the agreement as the case might be.

13. That the effective date of this agreement shall be the same as the date when first executed by the Presiding Supervisor of the Seward County Board of Supervisors.

AND BE IT FURTHER RESOLVED, by the Board of Supervisors of Seward County, Nebraska on this _____ day of _____, 20____.

Presiding Supervisor, County Board of Supervisors
Seward County.

ATTEST:

County Clerk

DISCUSSION/ACTION ITEM

Date: September 10, 2025

Prepared by:



Tom Bliss
Executive Director

Reviewed by:



Kelly Gentrup
Director of Development Services

ISSUE

Presently, the Southeast Nebraska Development District (SEND) "District" cannot acquire, own, or sell property. SEND's legal counsel determined that as a development district created under the Nebraska Interlocal Cooperation Act, the District cannot participate in these activities unless they are specifically mentioned in organization documents – bylaws and Interlocal Cooperation Agreements (ICA). Based on guidance from SEND's legal counsel, staff are proposing to revise the District's bylaws and ICA's to include the acquisition, ownership, and selling of property. Additionally, as a quasi-governmental entity, SEND is limited on funding opportunities. Staff are working with our counsel to determine if SEND can create a 501c organization consisting of the District's Board of Directors to expand eligibility for new financial resources. Both actions would require revisions to SEND's bylaws and ICAs.

BACKGROUND

The Interlocal Cooperation Act (Act) that established Nebraska's nine development districts (SEND's 16 counties include Regions 6 and 7). This enabling statute includes the purpose, duties, powers, and a process for forming a district; however, the Act did not specifically include acquiring, owning, or selling property. As such, districts/councils of governments/regional planning commissions have used a variety of avenues to address this "challenge" regarding real estate or investments.

These approaches differ by state. For example, in Missouri, councils of governments (COG) establish 501c3's to own property. The 501c's are responsible for maintaining buildings and the COGs pay rent. The organizations share a board of directors with the same membership but have different officers, bylaws, and financials. Districts can be creative in how they use this status. One instance is the North Central Regional Planning Commission in Kansas that owns and operates an Internet Service Provider (ISP). In St. Joseph, I opened a small business incubator that offered space to start-up businesses, that covered operating costs.

A handful of districts have included language in their bylaws and ICAs that allow for the acquisition, ownership and selling of real estate. This allows for site control and does not require the creation of a separate entity. Staff is proposing the SEND Board of Directors consider this approach and revising our bylaws to include appropriate language for property ownership.

While this addresses the question of real estate ownership, outside of housing development, it does not generate new organization-wide funding opportunities. SEND staff are constantly searching for new programs and services to better serve the region, but due to our status as a quasi-governmental entity, we are ineligible for many of these prospects. Presently, the District uses "work arounds" by partnering with our affiliate 501c entities – SEND, Inc. and SENAHC. And while this allows for the organizations to pursue/generate new resources, SEND typically does not recognize financial gains and it requires action from at least two boards.

The Executive Committee and staff considered our partner non-profits, however, all three have different board composition requirements, terms, and SEND is the only one of the three that has to follow the Open Meetings Act. For example, as a Community Housing Development Organization (CHDO), SENAHC's Board's composition consists of low-income community reps, public institutions, religious organizations, and for-profit organizations,

plus Cass County is included in its footprint. This conflicts with SENDD's board structure – 51% elected, 35% non-government, and 14% at-large. Additionally, the Executive Committee recommended researching other types of nonprofits, such as foundations, trusts, LLCs, etc. Based on feedback from legal counsel, the 501c was encouraged.

Staff proposes the creation of a new 501c organization the mirrors either SENDD's Board of Directors or Executive Committee that would allow the District's Board to expand programs and services that align with their goals and mission. This would be contingent upon legal counsel's guidance.

This is a Discussion/Action Item. Based on the Board's decision, SENDD staff will work with legal counsel to revise ICAs and bylaws. Amended ICAs will allow for 1) property ownership, 2) the creation of a 501c, or 3) both #1 and #2. These will be presented to SENDD's county members (16) for consideration. The intent will be to present this to all counties prior to the December SENDD Board meeting. Concurrently, staff will modify the bylaws to reflect the Board's decision.

SYNOPSIS

Presently, SENDD cannot acquire, own, or sell property. Based on guidance from SENDD's legal counsel, staff are proposing to revise the District's bylaws and ICA's to include the acquisition, ownership, and selling of property. Additionally, as a quasi-governmental entity, SENDD is limited on funding opportunities. Staff suggest creating a new a 501c organization consisting of the District's Board of Directors to expand eligibility for new financial resources. Both actions would require revisions to SENDD's bylaws and ICAs and are contingent upon language provided by legal counsel.

RECOMMENDATIONS

Contingent on legal review, revise SENDD's Bylaws to allow for the acquisition, ownership, and selling of property; and pursue the creation of a 501c organization consisting of the District's Board of Directors to expand eligibility for new financial resources.

CUSTOMER NAME:	Seward County, NE
ATTN:	Marilyn Hladky
CUSTOMER ADDRESS:	529 Seward St Seward, Nebraska 68434
CUSTOMER PHONE:	(402) 643-3311
CUSTOMER E-MAIL:	mhladky@sewardcountynegov

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “Account”** means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.
- 1.2. “Activation”** means the point in time when Customer has access to an Account and the Products and Services are available to Customer.
- 1.3. “Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- 1.4. “Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. “Documentation”** means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.
- 1.6. “Fee”** means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.
- 1.7. “Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.



1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.



2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

Eagle View will not remove the late charge provision (below). Note that another flagged item is payment in advance--if the board approves that provision and something delays the payment, the late charge would be at least \$1,007 or the maximum allowed by whatever law applies. It doesn't specify what "applicable law" is. A pretty standard maximum for a contract, if there is one, seems to be 5%, which would be over \$5,000.

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. **EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law.** Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written



notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL



BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region



(including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for Products or Services performed or delivered, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications



regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]



CUSTOMER	EAGLEVIEW
SEWARD COUNTY, NE	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:



EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	Seward County, NE
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and Seward County, NE.	

ORDER #
LC-10014217

BILL TO
Seward County, NE
Marilyn Hladky
529 Seward St
Seward, Nebraska 68434
(402) 643-3311
mhladky@sewardcountyne.gov

SHIP TO
Seward County, NE
Marilyn Hladky
529 Seward St
Seward, Nebraska 68434
(402) 643-3311
mhladky@sewardcountyne.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1194097	Ryan Poots	Biennial

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
9	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.



1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
579	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
23	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
11,800	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2024 Source Two: Pictometry Imagery Source Two Year: 2026 Deck Identification Method: Included in Building Outlines



		To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:
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REFRESH 2		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
23	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
11,800	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2026 Source Two: Pictometry Imagery Source Two Year: 2028 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:
9	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.



1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
579	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.

REFRESH 3		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.



1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
579	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
11,800	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2028 Source Two: Pictometry Imagery Source Two Year: 2030 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:
23	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.



9	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.

FEES

These charges are a year in advance for both conducting the imagery and access to it. I would suggest at least quarterly payments rather than annual. This is especially risky with the late charge provision that EagleView will not remove. See earlier note.

Due at Initial Activation of Services	\$67,140.00
Due at First Anniversary of Initial Activation of Services	\$67,140.00
Due at Second Anniversary of Initial Activation of Services	\$67,140.00
Due at Third Anniversary of Initial Activation of Services	\$67,140.00
Due at Fourth Anniversary of Initial Activation of Services	\$67,140.00
Due at Fifth Anniversary of Initial Activation of Services	\$67,140.00

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

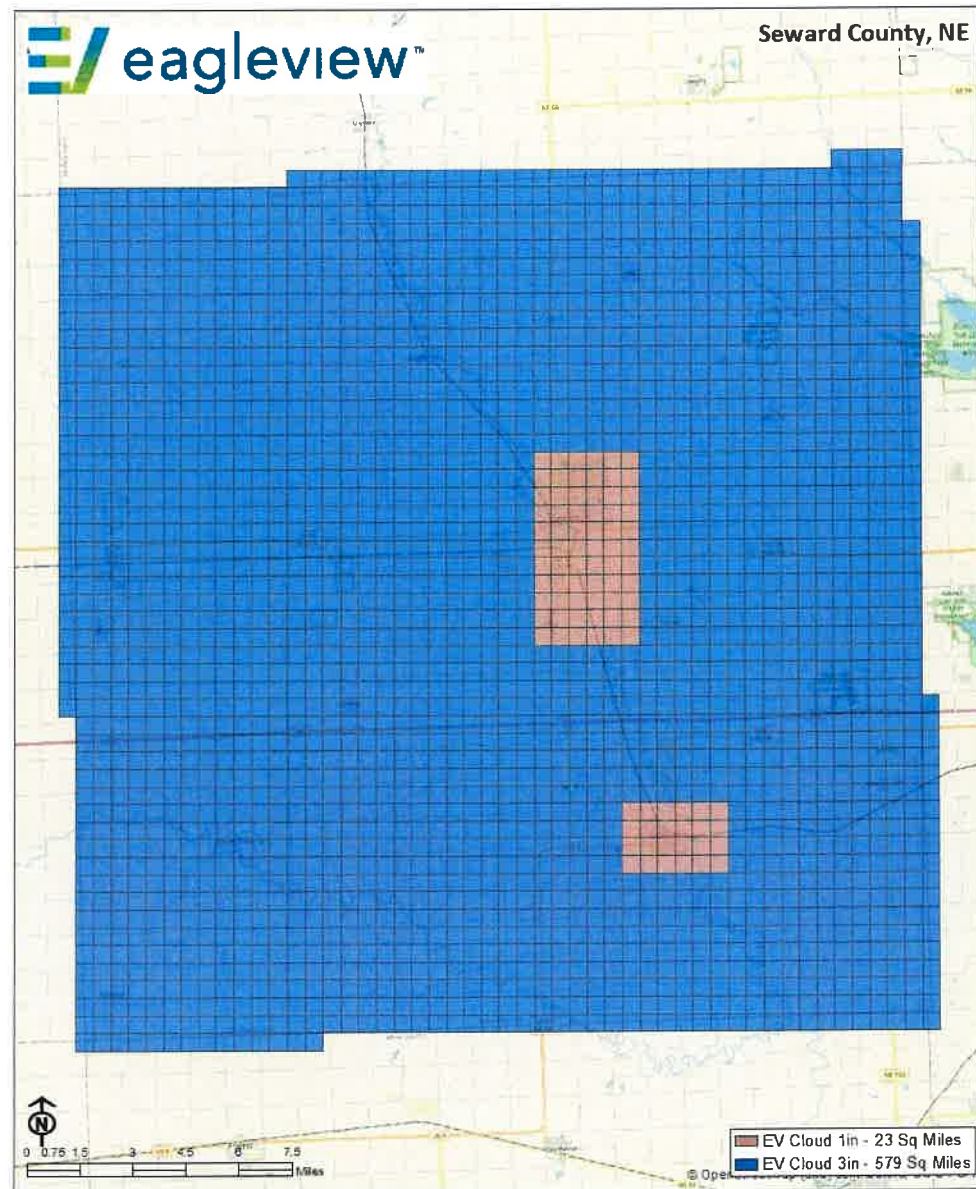
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



AOI(S) IF APPLICABLE



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
SEWARD COUNTY, NE	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

	Vanguard				
	CAMASWeb	Renewal			
	1 Year Contract	\$2,750.00	x 3 years =	\$ 8,250	
	3-Year Contract	\$2,200 per yr	x 3 years =	\$ 6,600	20% discount per year
	1 Year Contract	\$2,750.00	x 5 years =	\$ 13,750	
	5-Year Contract	\$1,925 per yr	x 5 years =	\$ 9,625	30% discount per year