

2017-03261

02/09/2017 11:09:12 AM

*Clay J. Dowling*

REGISTER OF DEEDS



COUNTER	<u>P</u>	C.E.	<u>P</u>
VERIFY	<u>P</u>	DE	<u>P</u>
PROOF	<u>P</u>	<u>NS</u>	<u>P</u>
FEE \$	<u>334.00</u>		
CHECK#	_____		
CHG	<u>COP</u>	CASH	_____
REFUND	_____	CREDIT	_____
SHORT	_____	NCR	_____

**GRANITE FALLS NORTH  
SUBDIVISION AGREEMENT**

THIS AGREEMENT made this 6<sup>th</sup> day of December, 2016, by and between **STONE CREEK PLAZA, L.L.C.**, a Nebraska limited liability company (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPPILLION**, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

DEVELOPER is the owner of the parcel of land described in Exhibit "A", attached hereto, which area to be developed is within CITY's zoning and platting jurisdiction; and

DEVELOPER has requested CITY to approve a specific platting of the area to be developed, known as Granite Falls North, as depicted in the Final Plat exhibit attached as Exhibit "B" (the "Development Area"); and

DEVELOPER wishes to connect the sewer and water system to be constructed by DISTRICT within the Development Area with the sewer and water system of CITY; and

DEVELOPER, DISTRICT, and CITY wish to agree upon the manner and the extent to which public funds may be expended in connection with the Public Improvements serving the Development Area and the extent to which the contemplated Public Improvements shall specifically benefit property in the Development Area and adjacent thereto and to what extent the Cost of the same shall be specially assessed.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**Section 1**

**Definitions**

A. For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

- (1) "Cost(s)" or "Entire Cost", being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys'

fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.

- (2) **“Dedicated Street(s)”** shall mean those areas, including curbing and turn lanes, to be constructed, modified, or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit “B”, 114<sup>th</sup> Street right-of-way, and any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area.
- (3) **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit “B”, including all Dedicated Streets.
- (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit “B”.
- (5) **“Frontage”** shall mean the entire length of the Development Area or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection.
- (6) **“Party”**, when capitalized, shall mean CITY, DEVELOPER or DISTRICT, individually, and **“Parties”**, when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively.
- (7) **“Privately Financed Public Improvement(s)”** shall mean those improvements or betterments identified in Section 2 to be installed and constructed at the sole cost and expense of DEVELOPER, as permitted by Section 5, in lieu of DISTRICT causing the installation and construction of such improvements or betterments using the credit or funds of DISTRICT.
- (8) **“Private Improvement(s)”** shall mean those improvements or betterments required by, or otherwise undertaken by, DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area that shall be privately financed by DEVELOPER because they are not eligible for financing using the credit or funds of DISTRICT.
- (9) **“Property Specially Benefited”** shall mean property benefited by a particular Public Improvement and situated either: (1) within the platted area in which the Public Improvement is situated or (2) outside such platted area in which such Public Improvement is situated but within the corporate limits of DISTRICT and within 300 feet of said platted area.
- (10) **“Proportional Cost Sharing” or “Proportional Cost Share”** shall mean that the responsibility for the Entire Cost of a particular public street, intersection, sidewalk, traffic signal, or other applicable Public Improvement(s), as specifically identified in this Agreement or an amendment to this Agreement, as applicable,

less any amount contractually assumed by a local governmental entity, shall, by default, be divided among all fronting developments proportional to said developments' Frontage to said public street or intersection. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, traffic signal, or other applicable Public Improvements.

- (11) **“Public Improvements”** shall mean those improvements, betterments, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (12) **“Street Intersection(s)”** shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- (13) **“Warranted”** shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Section 2(14), Section 4(A)(14), Section 9(Q), and Section 9(R) of this Agreement, once certain criteria are met. Specifically, any such Public Improvement shall be considered Warranted as soon as either of the following occurs: (1) it is deemed so by a third-party review of a Traffic Impact Study or (2) CITY’s promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the installation and construction of such Public Improvement would likely mitigate said negative impact or prevent said negative impact from reoccurring.

**Section 2**  
**Public Improvements and Related Terms**

- A. Public Improvements. The credit or funds of DISTRICT may be used for the following Public Improvements and/or associated fees:
  - (1) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY’s Master Fee Schedule (“Master Fee Schedule”).
  - (2) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.
  - (3) Concrete Paving and Street Construction. Concrete paving and construction of all Dedicated Streets, per the Final Plat, as shown on the Streets and Walks exhibit attached as Exhibit “C” including improvements within the 114<sup>th</sup> Street right-of-way.

C

- (4) Dedicated Street Signage, traffic control signs, and traffic control devices. All Dedicated Street signage, traffic control signs, and traffic control devices required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices," but only if first approved in writing by CITY's Public Works Director or the City Engineer and only if located at a Street Intersection or related to the Development Area.
- (5) Electrical Power Service. The Electrical Power Service to be constructed and installed by the Omaha Public Power District ("OPPD") within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (6) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
- (7) Gas Distribution System. The "Gas Distribution System" to be constructed and installed by Black Hills Energy, Inc. within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- (8) Lighting System. The "Lighting System" for any Dedicated Streets to be constructed and installed by OPPD within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- (9) Sanitary Sewer Lines, Water Mains, and Appurtenances. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in Exhibit "D", pursuant to sanitary sewer plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.
- (10) Sidewalks and Trails. Sidewalks and Trails as shown in Exhibit "C".
- (11) Storm Sewers, Inlets, and Appurtenances. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown in Exhibit "E".
- (12) Stormwater Detention. Permanent stormwater detention basins on and off site as shown in Exhibit "E". Permanent piping for sediment basin and detention ponds.
- (13) Street Right-of-Way Grading. Grading of street right-of-way which, by this definition, excludes initial site grading. In contrast, initial site grading shall be

D

completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.

(14) Traffic Signal. A traffic signal located at 114<sup>th</sup> Street and Lincoln Road should such signal be deemed Warranted pursuant to Section 9(Q) and Section 9(R).

**Section 3**

**Use of DISTRICT Credit or Funds**

- A. Use of DISTRICT Credit or Funds. The credit or funds of DISTRICT shall not be used for construction of any improvements or facilities within the Development Area except those Public Improvements specified in this Agreement. By way of specification, and not by way of limitation, the Parties agree that DISTRICT shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility without approval by Resolution of City Council.
- B. The Cost of the Public Improvements. The Cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as agreed herein and as identified in Exhibit "F" attached hereto and incorporated herein by this reference as the Source and Use of Funds. In no case shall the actual total general obligation costs of DISTRICT exceed the amount shown as the approved total general obligation amount on the "Summary of Estimated Construction Costs" page of Exhibit "F" (the "Required Amount") at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the actual total general obligation costs to the Required Amount (the "Special Assessment Increase Requirement").
- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit "F", do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT agrees that such unexpended funds shall not be reallocated for any other Public Improvement or other expense without prior approval from CITY.
- D. Construction Overruns or Change Orders. Construction overruns, change orders, or both totaling ten percent (10%) or more of any individual contract, as described in Exhibit "F", shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the Entire Cost of the work may be added to the relevant construction contract and shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders. If the work is not approved by the City Administrator and the City Engineer, the Cost of the work shall be included in the statements of cost and specially assessed evenly against DISTRICT's assessable property or the cost of the work shall be privately financed.

E

**Section 4**

**Apportionment of Costs and Related Terms**

**A. Apportionment of Costs and Additional Terms.**

(1) Capital Facilities Charges. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per lot basis for residential lots and a per acre basis for outlots and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Entire Cost of all Capital Facilities Charges shall be subject to the following terms:

- i. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:
  - a. Lots 1 – 80, Outlots A–F. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$204,509 based on 80 single-family residential lots at \$2,285 per lot (\$182,800) plus 3.4 acres of outlots at \$6,385 per acre (\$21,709).
- ii. Special Assessments. Not less than fifty percent (50%) of gross Capital Facilities Charges invoiced by CITY shall be specially assessed against property served. The remaining balance may be privately financed by DEVELOPER or borne by general obligation of DISTRICT.
- iii. Invoicing and Payment Deadline. CITY agrees to issue the invoice for the foregoing Capital Facilities Charges identified under Section 4(A)(1)(i)(a) upon CITY's execution of this Agreement. CITY and DISTRICT agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY within 90 days of the invoice issuance date.
- iv. Building Permits. Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full to CITY.
- v. Construction Document Reviews. Parties acknowledge that CITY shall not accept or review any construction documents for any Public Improvements or Private Improvements until after all applicable Capital Facilities Charges have been paid in full to CITY.

(2) Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in said Development Area. The number, type, and specifications of said defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER. If existing coverage is

F

available, DISTRICT shall pay one hundred percent (100%) of its pro-rata share of the siren Cost based on the areas of coverage as determined by the City Engineer.

- (3) Concrete Paving and Street Construction. One hundred percent (100%) of the Entire Cost of all concrete paving and street construction shall be paid by special assessment against the property specially benefited, except that the following Costs shall be borne by general obligation of DISTRICT:
  - i. One hundred percent (100%) of the Cost of the concrete paving and construction of Street Intersections;
  - ii. One hundred percent (100%) of the Cost differential for pavement thickness in excess of six inches (6") for reinforced concrete or seven inches (7") for plain concrete;
  - iii. One hundred percent (100%) of the Cost differential for pavement width in excess of twenty-five feet (25') inclusive of curb and gutters.

The Cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment.

- (4) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control signs, traffic control devices, and installation, as applicable, shall be borne by general obligation of DISTRICT, specially assessed against the property specially benefited within the Development Area, or privately financed by DEVELOPER. DISTRICT shall also be responsible for installation of all such signage and devices.
- (5) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the Omaha Public Power District ("OPPD") by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the property specially benefited within the Development Area or privately financed by DEVELOPER.
- (6) Emergency Vehicle Preemption. One hundred percent (100%) of the Cost of Emergency Vehicle Preemption device procurement and installation on the requisite traffic signal arm(s) for Dedicated Streets shall be borne by general obligation of DISTRICT, specially assessed against the property specially benefited within the Development Area, or privately financed by DEVELOPER.
- (7) Gas Distribution System. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public

G

gas utility by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the property specially benefited within the Development Area or privately financed by DEVELOPER.

- (8) Lighting System. One hundred percent (100%) of the cost of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed within the boundaries of any Dedicated Street, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY, shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (9) Sanitary Sewer Lines, Water Mains, Water Lines, and Appurtenances. One hundred percent (100%) of the Entire Cost of all sanitary sewer lines, water mains, water lines, and appurtenances located within the Development Area shall be paid by special assessment against the property specially benefited, except that the following Costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER:
  - i. The Cost differential for the portion of sanitary sewers in excess of eight inches (8") and water mains in excess of eight inches (8") including valves and appurtenances in excess of eight inches (8");
  - ii. One hundred percent (100%) of the Entire Cost of any outfall sewer lines, water mains, water lines, or appurtenances outside the Development Area.

Pursuant to Papillion Mun. Code § 170-20, fire hydrants shall be provided by DEVELOPER. The type of hydrants and control valves and the location of the hydrants must be approved by the City Engineer.

- (10) Sidewalks and Trails. One hundred percent (100%) of the Entire Cost of the sidewalk and trail installation, as shown in Exhibit "C", may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (11) Storm Sewers, Inlets, and Appurtenances. One hundred percent (100%) of the Entire Cost of all storm sewers, inlets, and appurtenances shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, except that the Cost differential for the portion of the storm sewer in excess of a forty-eight inch (48") inside diameter shall be specially assessed against the property specially benefited within the Development Area or privately financed by DEVELOPER. Difference in Cost shall include a proportionate share of the entire Cost. For improved channels, the Cost of constructing the channel and appurtenances shall be considered as the Cost of storm sewer in excess of a forty-eight inch (48") inside diameter. Culvert crossings perpendicular to street center



lines shall be borne by general obligation of DISTRICT for a length not exceeding the width of the right-of-way, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

(12) Stormwater Detention. Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit "E". Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER covenants and agrees that it shall assume the sole obligation for the construction of the Temporary Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. One hundred percent (100%) of the Cost for grading and maintenance of the Permanent Basins during the mass grading shall be performed and paid for by DEVELOPER, with one hundred percent (100%) of the Cost of the permanent piping borne by general obligation of DISTRICT or privately financed by DEVELOPER. After completion of the mass grading, one hundred percent (100%) of the Cost of the ongoing maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, may be borne by general obligation of DISTRICT or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, its successors, and assigns shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Stormwater Management requirements of CITY. Ownership and maintenance responsibilities for any existing Temporary and Permanent Basins shall be transferred to the Granite Falls North Homeowners Association prior to annexation by CITY. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER. One hundred percent (100%) of the Costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER. The engineers for DISTRICT shall notify CITY when, in their professional opinion, the basins and traps are no longer required as a sediment trap. CITY, DEVELOPER, and DISTRICT shall make a mutual determination that the above provisions have been met, and at such time, DEVELOPER, its successors, and assigns shall assume all maintenance responsibilities.

(13) Street Right-of-Way Grading. One hundred percent (100%) of the Entire Cost of street right-of-way grading, including Street Intersections, shall be privately financed by DEVELOPER, except that the grading associated with coring of streets and backfilling after paving may be borne by general obligation of DISTRICT. One hundred percent (100%) of the entire Cost for coring of streets and backfilling shall be specially assessed against the property specially benefited within the Development Area, except that the Cost for coring and backfilling streets with a width in excess of twenty-five feet (25') inclusive of curb and gutters and Street Intersections shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

I

- (14) Traffic Signal for 114<sup>th</sup> Street and Lincoln Road. In the event that a traffic signal is deemed Warranted at 114<sup>th</sup> Street and Lincoln Road, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at 114<sup>th</sup> Street and Lincoln Road may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

## Section 5

### Privately Financed Public Improvements and Related Terms

- A. Privately Financed Public Improvements. DEVELOPER, at its sole discretion, may cause Public Improvements to be installed and constructed at the sole Cost and expense of DEVELOPER ("Privately Financed Public Improvements" as defined in Section 1) in lieu of DISTRICT causing the installation and construction of such Public Improvements using the credit or funds of DISTRICT, subject to the following terms:
  - (1) Notice of Intent. DEVELOPER must provide written notice to CITY of its intent to privately install and construct Public Improvements.
  - (2) Standards for Privately Financed Public Improvements. DEVELOPER shall cause all Privately Financed Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
  - (3) Ownership and Maintenance. All such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.
  - (4) Adherence and Construction Contracts. DEVELOPER shall abide by, and incorporate into all of its construction contracts for Privately Financed Public Improvements, the provisions required by the regulations of Sarpy County and CITY, as applicable, pertaining to construction of the Privately Financed Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Privately Financed Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for Privately Financed Public Improvements, construction oversight of the Privately Financed Public Improvements, or the design or preparation of plans and specifications for the Privately Financed Public Improvements.

J

(5) Before Commencing Work on Privately Financed Public Improvements. Before commencing any work in connection with any individual Privately Financed Public Improvement, DEVELOPER shall first:

- i. Make payment for all applicable fees due to CITY in relation to the construction and installation of said individual Privately Financed Public Improvement;
- ii. Obtain approval from Sarpy County and CITY, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Privately Financed Public Improvement prior to DEVELOPER's execution of any such agreement(s) or plan(s). Once DEVELOPER obtains approval from Sarpy County and CITY, as applicable, DEVELOPER shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Privately Financed Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Privately Financed Public Improvement. Any such agreement(s) or plan(s) shall contain details describing the manner and means of any additional connections required by or for the Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's engineer;
- iii. Obtain and file of record any permanent easements required by CITY for said individual Privately Financed Public Improvement if not located on or in dedicated public right-of-way. Public Improvements which may invoke this this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to CITY and DISTRICT;
- iv. Obtain, and show proof of, general liability insurance and payment and performance bonds equivalent to the total construction cost for said Privately Financed Public Improvement; and
- v. Obtain final approval from CITY to commence the construction and installation of said Privately Financed Public Improvement.

(6) All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way, DISTRICT or DEVELOPER, as applicable, shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way. In the event CITY requests copies

K

of any such agreements, permits, or approvals, DISTRICT or DEVELOPER, as applicable, shall provide said copies to CITY in a timely manner.

- (7) Insurance. DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Privately Financed Public Improvements. Additionally, DEVELOPER shall cause DISTRICT to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER in connection with the construction or operation of the Privately Financed Public Improvements.
- (8) Sole Cost of DEVELOPER. The Entire Cost of all Privately Financed Public Improvements shall be paid by, and be at the sole expense of DEVELOPER.
- (9) No Final Payment Until Approved. DEVELOPER shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.

### Section 6

#### General Obligation Professional Services Fees

A. Professional Service Fees. Professional service fees paid on the actual general obligation construction costs of any DISTRICT project associated with the construction and maintenance of public utility lines and conduits, emergency management warning systems (including civil defense and storm warning systems), water mains, sanitary sewers, storm sewers, flood or erosion protection systems (including dikes and levees), sidewalks/trails, streets/roads/highways and traffic signals and signage, street lighting, power, public waterways/docks/wharfs and related appurtenances, and parks/playgrounds/recreational facilities (excluding clubhouses and similar facilities for private entities), landscaping and hardscaping shall be subject to the following:

- (1) DISTRICT's Engineer(s)' compensation shall be subject to the following:
  - i. For professional engineering, administration, construction, and coordinating services on projects with actual construction costs greater than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall the foregoing costs paid be greater than twenty-one percent (21%) of the actual general obligation construction costs of

- L
- any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.
- ii. For professional engineering, administration, construction, and coordinating services on projects with actual construction costs less than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall the foregoing costs paid be greater than twenty-five percent (25%) of the actual general obligation construction costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.
  - iii. Professional engineering, administration, construction, and coordinating services shall include, but not be limited to, the cost for all services in connection with the preliminary and final surveys, geotechnical reports, preliminary and final design, redesign, cost estimates, bid document preparation, including preparation of plans and specifications, analysis and studies, recommendation of award, preparation of progress estimates, preparation of special assessments schedules and plats, certification of final completion, utility coordination, permitting (exclusive of permit fees), testing, construction or resident observation, construction staking, as-built record drawings and surveys, easement exhibits, and legal descriptions, and specialized sub-consultants, as may be necessary for the completion of the project.
  - iv. Additional service fees may be considered and approved by the Mayor and City Council for any significant redesign work that is requested by CITY but only after final construction plans and procurement documents have been approved in writing by the City Engineer.
  - v. Fees shall become due no earlier than at the time services are rendered and are approved by DISTRICT's Board of Trustees.

(2) DISTRICT's Attorney(s)' compensation shall be subject to the following:

- i. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than five percent (5%) of the actual project construction costs for all services in connection with the commencement, planning, advertisement, meetings, construction, completion of, and levy of special assessments for the construction of Public Improvements installed within DISTRICT. The percentage legal fee may not be charged

M

against those costs associated with engineering fees, fiscal fees, testing, permit fees, or interest payments of DISTRICT.

- ii. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than one-half of one percent (0.5%) for bond issuance or subsequent refinancing of DISTRICT on the gross amount of bonds issued.
- iii. DISTRICT's Attorney(s)' legal fees shall become due no earlier than at the time construction fund warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
- iv. At a cost no greater than two percent (2%) of the actual project construction costs for all services in connection with contract charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, Black Hills Energy, CenturyLink, Cox, etc. This shall include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by DISTRICT.

(3) DISTRICT's Fiscal Agent(s). DISTRICT's underwriter(s) for the placement of warrants issued by DISTRICT, and municipal advisor(s) or other financial advisor(s) for services during construction, collectively, shall receive fees not to exceed five percent (5%) of warrants issued.

- i. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.

(4) Unwarranted or Excessive Costs. All costs not described within this Agreement or otherwise approved by CITY shall be considered unwarranted or excessive and shall be paid for privately or specially assessed evenly among all the assessable lots.

(5) Interest on Construction Fund Warrants. Interest on construction fund warrants issued prior to the professional fee schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.

(6) Contracts for Professional Services. DISTRICT shall incorporate the foregoing terms within this section, as applicable, into any contract for Professional Services contemplated herein.

N

**Section 7**

**Covenants, Representations, and Acknowledgments by CITY**

A. Covenants by CITY. CITY covenants and agrees that:

- (1) CITY and its departments shall reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.
- (2) DISTRICT may connect its sanitary sewer system and water system to the sanitary sewer system and water system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and DISTRICT.

B. Representations and Acknowledgements by CITY. CITY represents and acknowledges that:

- (1) Neither CITY nor any of its officers, agents, or employees:
  - i. Is acting as attorney, architect, engineer or otherwise in the interest or on behalf of DEVELOPER or DISTRICT in furtherance of this Agreement;
  - ii. Owes any duty to DEVELOPER, DISTRICT, or any other person or entity because of any action CITY, DEVELOPER, or DISTRICT has undertaken, or in the future will undertake, in furtherance of this Agreement, including any CITY inspection or CITY approval of any matter related to the same; and
  - iii. Shall be liable to any person as a result of any act undertaken by CITY, DEVELOPER, or DISTRICT to date, or at any time in the future, in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER and DISTRICT hereby waive for themselves, their employees, agents, and assigns any such right, remedy, or recourse they may have against any of them.

**Section 8**

**Covenants, Representations, and Acknowledgments by DISTRICT**

A. Covenants by DISTRICT. DISTRICT covenants and agrees that:

- (1) Standards for Public Improvements. DISTRICT shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

- D
- (2) Adherence and Construction Contracts. DISTRICT shall abide by, and incorporate into all of its construction contracts, the provisions required by the regulations of Sarpy County and CITY, as applicable, pertaining to construction of Public Improvements in subdivisions and testing procedures therefor. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for Public Improvements, construction oversight of the Public Improvements, or the design or preparation of plans and specifications for the Public Improvements.
  - (3) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.
  - (4) Invoices. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
  - (5) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit "F". No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
  - (6) No Final Payment Until Approved. DISTRICT shall cause all weekly construction tests and observation logs to be delivered to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
  - (7) Prohibitions on Contracts and Payments. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.
  - (8) Easements. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the City Engineer.
  - (9) Itemization. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer that details the itemized split of DISTRICT's general obligation and special assessment costs.
  - (10) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the



P

Public Improvements, associated with each respective phase that are subject to special assessment, by DISTRICT's Board of Trustees or Administrator. All such special assessments shall be levied within eighteen (18) months after commencement of construction or as otherwise provided by Neb. Rev Stat. § 31-751.

(11) Outlots. No special assessments shall be assessed against any outlot or dedicated park land. Costs associated with Public Improvements adjacent to or within an outlot (not deemed to be dedicated park land) shall not be borne by general obligation cost, except as provided in Section 4. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.

(12) Prior to Notice of Special Assessments. Prior to publishing notice for any hearing of DISTRICT to be held for the purpose of equalizing or levying special assessments against property specially benefited by any Public Improvements constructed by DISTRICT, DISTRICT shall abide by the following terms:

i. DISTRICT shall obtain written approval from CITY for proposed special assessment schedules. This provision shall not be construed as an obligation incumbent upon CITY to provide such approval, but rather as an obligation incumbent upon DISTRICT to obtain approval from CITY before publishing notice and equalizing or levying said special assessments.

ii. DISTRICT shall submit to CITY:

a. A schedule of the proposed special assessments;

b. A schedule of all general obligation costs spent by DISTRICT;

c. A plat of the area to be assessed;

d. A full and detailed statement of the Entire Cost of each type of Public Improvement, which statement or statements shall separately show:

e. The amount paid to the contract;

f. The amount paid to DISTRICT's Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all reimbursables that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);

g. The amount paid to DISTRICT's Attorney(s);

h. The amount paid to DISTRICT's Fiscal Agent(s), including underwriter(s) for the placement of warrants and DISTRICT's

Q

municipal advisor(s) and other financial services advisor(s) for services during construction; and

- i. The amount paid for penalties, forfeitures, or default charges; and
- j. A complete and itemized warrant registry detailing the warrant numbers, payee name, registration date, maturity date, interest date, interest rate, the amount paid with corresponding invoice numbers to payee, and the Public Improvement project for which the warrants were issued.

(13) Annual Tax Levy. DISTRICT shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for Public Improvements, but in no event shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through the year that all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt.

(14) Cash Flow Projections. On or about October 1 of each year following the issuance of DISTRICT bonds, DISTRICT shall cause the delivery of the following information to the City Finance Director for review and approval: a cash flow projection by year for the entire term of the indebtedness. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of DISTRICT. DISTRICT shall adopt tax rate levies sufficient to fund the succeeding years' general and bond fund projected obligation as required in the cash flow projections.

(15) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.

(16) Notice and Production of Proposed Budgets. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.

(17) Notice of Bankruptcy Filings. DISTRICT warrants that it shall provide CITY with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and DISTRICT shall also provide to CITY actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.

(18) CITY Approval for Refinancing. The general obligation of DISTRICT shall not be refinanced without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.

R

- (19) Reimbursement Delays. Any delay in satisfying a reimbursement obligation, as contemplated herein, shall only be permitted if reasonable under the totality of DISTRICT's circumstances, as determined by CITY. Any such delay shall not constitute a relief of DISTRICT's reimbursement responsibility.
- (20) ADA Ramp Curb Drops. DISTRICT shall be responsible for providing curb drops for ADA ramps at all Street Intersections as part of the final construction drawings.
- (21) As-Built Drawings. DISTRICT shall provide as-built drawings on state plane coordinates for all utilities owned and located within the Development Area to CITY. Such as-built drawings shall be provided to CITY as both PDF and Auto-CAD files in addition to hard copy.

## Section 9

### Other Terms and Obligations

- A. 114<sup>th</sup> Street Improvements. DISTRICT shall be responsible for improving 114<sup>th</sup> Street as part of the Public Improvements for Phase 2.
- B. Boundary of DISTRICT. The Parties agree that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit "B" prior to the execution of this Agreement. Future modifications to the boundary of DISTRICT shall comply with Section 11 of this Agreement.
- C. Building Permits. Building permits shall not be issued for any building until the construction and installation of all requisite Public Improvements to service Granite Falls North is complete, excluding the Gas Distribution System and Electrical Power Service.
- D. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Development Area that address street creep/driveway binding on curved streets, provide for over lot drainage, address the location of the Magellan easement and the restrictions associated with such easement, address the location of the OPPD easement and the restrictions associated with such easement, and location of the forty-three foot (43') Sanitary Sewer easement within the lots along the southern boundary of the Development Area and the restrictions associated with such easement. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.
- E. Discharge Permits in Papillion's Wastewater Service Area. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the Development Area. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements shall be in collaboration with and by the written approval of CITY.

5

F. Easements.

- (1) Recording. DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement contemplated within this Agreement, or otherwise required by CITY.
- (2) Copies to CITY. DEVELOPER shall provide copies of all easements to CITY immediately after they are recorded.
- (3) Rights and Terms. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
- (4) To CITY's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY.
- (5) Separate Instruments. DEVELOPER agrees to dedicate all easements identified in Exhibit "B" by separate instruments rather than relying upon the Final Plat.
- (6) Off-site Easements for Sewer and Water. DISTRICT shall have the right to acquire any off-site easements necessary to construct its sanitary sewer system or to connect to CITY's water system as contemplated by this Agreement.

G. Fees:

- (1) Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.
- (2) Review Fee for Improvements by DEVELOPER. It is mutually agreed that DEVELOPER shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of the invoice issuance date.
- (3) Watershed Fees. All new building permits shall be subject to the Watershed Fee as provided for in the Papillion Master Fee Schedule and as agreed to by the

Papillion Creek Watershed Partnership. Such fee shall be calculated based on a per acre basis for the lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit.

- H. Fire Hydrants. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.
- I. Future Interlocal Agreement(s). Upon creation of any Sanitary and Improvement District on an adjoining property, DISTRICT agrees to enter into any Interlocal Agreement(s) with CITY and such Sanitary and Improvement District(s) to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT.
- J. Lincoln Road – Alignment. The Parties acknowledge that a small permanent easement or right-of-way parcel may need to be acquired from Lot 51, Kingsbury Hills to properly align Lincoln Road east of 114<sup>th</sup> Street with Lincoln Road west of 114<sup>th</sup> Street. Accordingly, DISTRICT agrees to obtain an easement or right-of-way parcel from Lot 51, Kingsbury Hills in the event a sidewalk is the only Public Improvement to be located within Lot 51, Kingsbury Hills, as determined by CITY. In the event any other Public Improvement(s) are to be located within Lot 51, Kingsbury Hills, as determined by CITY, DISTRICT agrees to obtain a right-of-way parcel from Lot 51, Kingsbury Hills and dedicate all requisite right-of-way for said Public Improvement(s). DISTRICT's acquisition of any permanent easement or right-of-way parcel from Lot 51, Kingsbury Hills, as contemplated herein, shall be performed in compliance with all state and federal laws and CITY ordinances.
- K. Lincoln Road – Interlocal Cooperation Agreement.
- (1) 110<sup>th</sup> Street to 114<sup>th</sup> Street. DISTRICT shall attempt to enter into an interlocal cooperation agreement for the construction of Lincoln Road between 110<sup>th</sup> Street and 114<sup>th</sup> Street (“Phase 1 Lincoln Road Agreement”). In the event that the Phase 1 Lincoln Road Agreement is not executed or the Phase 1 Lincoln Road Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit “F”, then any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit “F” shall be privately financed by DEVELOPER.
  - (2) 110<sup>th</sup> Street to Wittmus Drive. DISTRICT shall attempt to enter into an interlocal cooperation agreement for the construction of Lincoln Road between 110<sup>th</sup> Street and Wittmus Drive (“Phase 2 Lincoln Road Agreement”). In the event that the Phase 2 Lincoln Road Agreement is not executed or the Phase 2 Lincoln Road Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit “F”, then any Costs that exceed DISTRICT's Proportional Cost Share identified in Exhibit “F” shall be privately financed by DEVELOPER.

U

- L. Lincoln Road – Timing of Construction. The Parties agree that timing of the construction of Lincoln Road shall be as follows:
  - (1) 110<sup>th</sup> Street to 114<sup>th</sup> Street. DISTRICT shall construct Lincoln Road from 110<sup>th</sup> Street to 114<sup>th</sup> Street with the Phase 1 Public Improvements.
  - (2) 110<sup>th</sup> Street to Wittmus Drive. Construction of Lincoln Road from 110<sup>th</sup> Street to Wittmus Drive shall occur with Phase 2 Public Improvements.
  
- M. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, and assigns shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. DISTRICT and CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.
  
- N. One Call Services.
  - (1) The Parties mutually agree that CITY shall provide public water main and sanitary sewer line locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT agrees to pay to CITY \$45.00 per call for locates that are reasonably required within the Development Area as received over the One Call System.
  - (2) CITY shall invoice DISTRICT for the required payment for services on an annual basis and DISTRICT shall have 30 days in which to make payment after receiving invoice. CITY shall maintain records of all costs incurred within the Development Area for locating services and DISTRICT shall have the right to audit and review such records at any time to assure that such records are accurate.
  
- O. Right-of-Way Grading. All rights-of-way shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way.
  
- P. Temporary Access. DEVELOPER shall obtain an access easement to allow for the temporary extension of Cove Hollow Drive to 108<sup>th</sup> Street (“Temporary Cove Hollow Drive”). The Temporary Cove Hollow Drive access easement shall be prepared in a form that must be approved by CITY prior to recording. DEVELOPER shall privately finance the installation and maintenance of Temporary Cove Hollow Drive until such time that CITY accepts the street improvements for Cornhusker Road from 114<sup>th</sup> Street to Wittmus Drive, Lincoln Road from 96<sup>th</sup> Street to 114<sup>th</sup> Street, and Wittmus Drive from Lincoln Road to Cornhusker Road. The location of the connection of Temporary Cove Hollow Drive to Lincoln Road and the materials utilized for Temporary Cove Hollow Drive shall be subject to the approval of CITY. Removal of Temporary Cove Hollow Drive shall be the sole financial responsibility of

V

DEVELOPER. DISTRICT's funds shall not be used to install, maintain, or remove Temporary Cove Hollow Drive.

Q. Traffic Impact Studies. DISTRICT shall fully comply with the following:

- (1) DISTRICT shall fully finance and cause the completion of a Traffic Impact study to determine if a traffic signal is Warranted at 114<sup>th</sup> Street and Lincoln Road, and provide said study to CITY, as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon request made by the City Administrator or the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be requested or conducted.
- (2) DISTRICT shall timely reimburse CITY for the Cost of contracting a third-party review of every Traffic Impact Study that is submitted to CITY pursuant to this Agreement. Said third-party review shall be conducted by a third-party reviewer of CITY's choosing.

R. Traffic Signal for 114<sup>th</sup> Street and Lincoln Road. In the event that a traffic signal is deemed Warranted at 114<sup>th</sup> Street and Lincoln Road, DISTRICT shall be responsible for 100% of the Proportional Cost Share of the traffic signal and intersection improvements related to such traffic signal. DISTRICT shall act as the lead agent for the installation of said signal and any related intersection improvements and shall commence construction and installation of said improvements as soon as they are Warranted. CITY agrees that the obligation to act as lead agent may, alternatively, be assumed by any Sanitary and Improvement District formed for the development of the property to the west that abuts and will be served by the intersection of 114<sup>th</sup> Street and Lincoln Road or by any private developer(s) of the property to the west that abuts and will be served by the intersection of 114<sup>th</sup> Street and Lincoln Road. Further, CITY, as a condition of CITY'S subdivision agreement with any Sanitary and Improvement District or any other private developer of the property to the west that abuts and will be served by the intersection of 114<sup>th</sup> Street and Lincoln Road, shall require such Sanitary and Improvement District(s) or private developer(s) to proportionately reimburse DEVELOPER for the Cost of installing and financing the 114<sup>th</sup> Street and Lincoln Road traffic signal and intersection improvements related to such traffic signal.

S. Trail within OPPD Easement. DISTRICT shall be responsible for constructing an eight foot (8') wide trail within the outlots that encompass the 150' OPPD easement with Public Improvements for Phase 2.

T. Vacation of 108<sup>th</sup> Street. The Parties acknowledge that it is anticipated that 108<sup>th</sup> Street will be vacated between Lincoln Road and the northern boundary of the Development Area ("Vacated 108<sup>th</sup> Street") provided that such vacation is approved by CITY and Sarpy County. The Parties further acknowledge that such vacation shall not occur until CITY accepts the street improvements for Cornhusker Road from 114<sup>th</sup> Street to Wittmus Drive, Lincoln Road from 96<sup>th</sup> Street to 114<sup>th</sup> Street, and Wittmus Drive from

W

Lincoln Road to Cornhusker Road. The Parties acknowledge that it is contemplated that Vacated 108<sup>th</sup> Street will be incorporated into Granite Falls North as depicted on Exhibit "G".

- U. Wastewater Service Agreement Exhibits. DEVELOPER shall be responsible for providing all exhibits required for the amendment to CITY's Wastewater Sewer Agreement with the City of Omaha as requested by CITY.

### Section 10

#### Outlots in Private Ownership

- A. Maintenance of and Transfer of Title to Outlots. DEVELOPER shall not construct any building(s) on any outlot(s). DEVELOPER shall be responsible for maintaining the outlots within the Development Area or transferring ownership of said outlots to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership. If DEVELOPER retains ownership of any outlot within the Development Area, DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation or other transfer said outlot to any entity other than the Granite Falls North Homeowners Association, it shall provide CITY with notice of such intended transfer and a copy of the written notice DEVELOPER provided to the transferee that no buildings can be constructed on said outlot. DEVELOPER further agrees to pay all property taxes due for any outlot owned by DEVELOPER in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale. DEVELOPER and DISTRICT agree that ownership of Outlots A through F, inclusive, and all easements rights owned by DEVELOPER and DISTRICT within the Development Area, shall be transferred to the Granite Falls North Homeowners Association prior to annexation by CITY.

### Section 11

#### Phasing of Public Improvements

- A. Phasing. CITY, DEVELOPER, and DISTRICT acknowledge that Granite Falls North is being final platted in phases as shown on Exhibit "G". Phase 1 improvements shall be installed within one (1) year of the date hereof, with the exception of Lincoln Road between the eastern boundary of the Development Area and 110<sup>th</sup> Street, which shall be improved within two (2) years of the date hereof. In the event that Phases 2 and 3 are not platted as contemplated and are developed by an entity other than DEVELOPER, DEVELOPER and DISTRICT agree to cause the financing and construction of the Public Improvements associated with Phase 1 that are being deferred to the future phases.



- X
- B. Annexation of subsequent phases. DEVELOPER and DISTRICT agree that the subsequent phases of Granite Falls North shall be annexed into DISTRICT's boundary at such time that DEVELOPER requests approval for the final plat(s) for such phases.

## Section 12

### Annexation

- A. Annexation Notice. Any time subsequent to when DISTRICT is put on written notice by CITY that CITY is conducting an investigation to determine the feasibility of annexing said DISTRICT, then DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget, without first obtaining permission from CITY, which permission may only be granted by a majority vote of those members elected or appointed to City Council.
- B. Obligations upon Annexation. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:
- i. Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written accounting in the case of a partial annexation of the Development Area;
  - ii. Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property, and property rights of every kind, as well as contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
  - iii. Within ninety (90) days, DISTRICT agrees it shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
  - iv. That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements, as authorized in Section 3, and thereby succeed to said DISTRICT's power to levy special assessments, CITY shall levy the same;
  - v. CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;

Y

- vi. CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
- vii. The laws, ordinances, powers, and government of CITY shall extend over the Development Area so annexed.

C. Partial Annexation. The Parties mutually agree that in the event CITY annexes any part of the Development Area, and said annexation does not include the entire territory of DISTRICT, then a division of assets and liabilities of said DISTRICT in connection with such partial annexation of DISTRICT shall be made on the basis of an equitable apportionment of the assets and liabilities of DISTRICT attributable to the area annexed by CITY, and CITY shall not be required to assume in connection with such partial annexation any indebtedness of such DISTRICT which is attributable to Public Improvements in or expenses incurred in connection with areas other than the area so annexed by CITY.

Upon completion of a partial annexation of the Development Area, DISTRICT agrees to provide CITY with all books, records, paper, property and property rights of every kind, contracts, obligations and choses in action of every kind held by or belonging to DISTRICT, which are specifically related to that portion of the Development Area so annexed.

Any partial annexation of the Development Area shall comply with the provisions of Neb. Rev. Stat. § 31-766.

**Section 13**

**Miscellaneous Provisions**

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 13(L) in the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns.
- C. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the

2

phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

- D. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- E. Governing Law. The Parties to this Agreement shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- F. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.
- G. Related Contract(s) Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. No Waiver of Regulations. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.
- I. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- J. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY’s sole discretion.
- K. Entire Agreement. This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

L. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY.

M. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

- i. For DEVELOPER: Stone Creek Plaza, L.L.C.  
11205 S. 150th Street, Suite 100  
Omaha, NE 68138  
Attn: Gerald L. Torczon, Manager
- ii. For DISTRICT: Sanitary and Improvement District  
No. 312 of Sarpy County, Nebraska  
c/o PANSING HOGAN ERNST & BACHMAN  
LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114  
Attn: John Q. Bachman

With copy to: ADAMS & SULLIVAN, P.C., L.L.O  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046  
Attn: Patrick J. Sullivan

- iv. For CITY: City Clerk  
City of Papillion  
122 East Third Street  
Papillion, NE 68046

Such addresses may be changed from time to time by written notice to all other Parties.


N. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

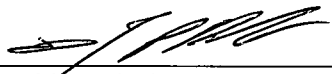
- O. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.
- P. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

Ac

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

  
\_\_\_\_\_  
Elizabeth Butler, City Clerk

By   
\_\_\_\_\_  
David P. Black, Mayor

CITY SEAL



Ad

SANITARY AND IMPROVEMENT DISTRICT  
NO. 312 OF SARPY COUNTY, NEBRASKA

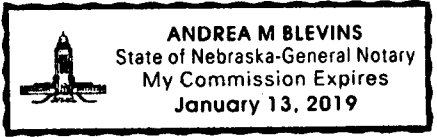
By *Gerald L. Torczon*  
Gerald L. Torczon, Chairman

STATE OF NEBRASKA     )  
                                          )  
COUNTY OF SARPY     )     ss.

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, Chairman of Sanitary and Improvement District No. 312 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of November, 2016.

*Andrea M. Blevins*  
Notary Public



Ae

Stone Creek Plaza, L.L.C., a Nebraska  
limited liability company

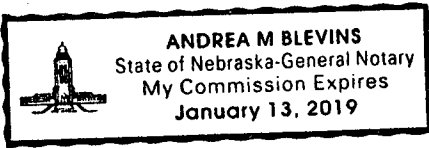
By *Gerald L. Torczon*  
Gerald L. Torczon, Manager

STATE OF NEBRASKA    )  
                                  )    ss.  
COUNTY OF SARPY    )

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, Manager of Stone Creek Plaza, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such limited liability company.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of November, 2016.

*Andrea M. Blevins*  
Notary Public





AS

**SUBDIVISION AGREEMENT  
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

SECTIONS:

1	Definitions
2	Public Improvements and Related Terms
3	Use of DISTRICT Credit or Funds
4	Apportionment of Costs and Related Terms
5	Privately Financed Public Improvements and Related Terms
6	General Obligation Professional Services Fees
7	Covenants by CITY
8	Covenants by DISTRICT
9	Other Obligations
10	Outlots in Private Ownership
11	Phasing of Platting and Public Improvements
12	Annexation
13	Miscellaneous Provisions

EXHIBITS:

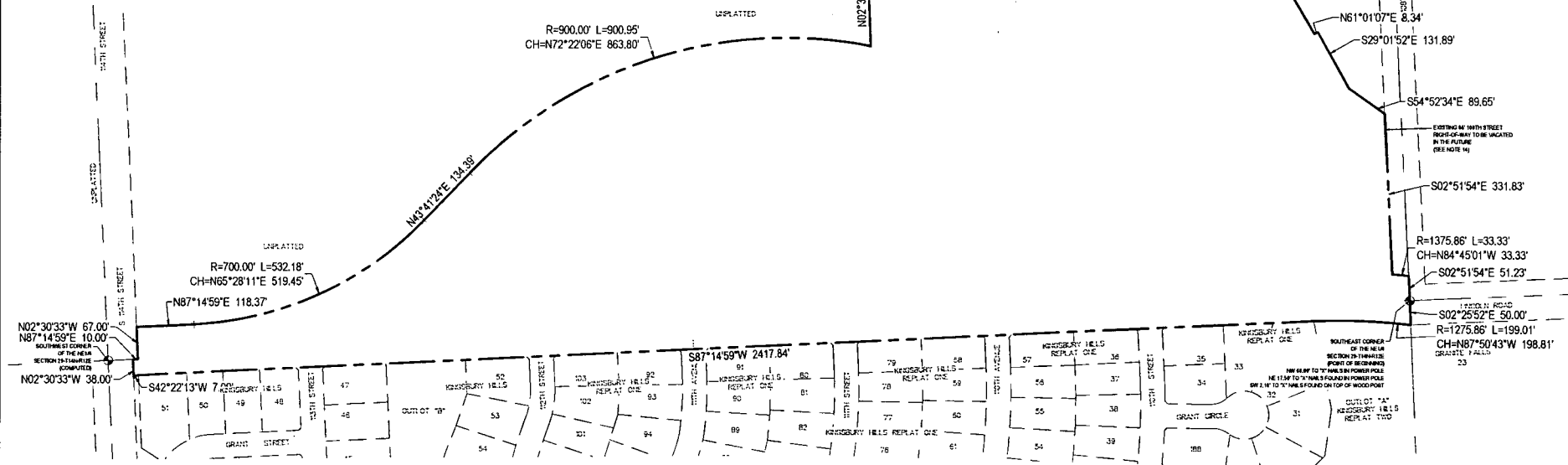
A	Legal Description with Metes and Bounds for Stone Creek Plaza Tract
B	Final Plat
C	Streets and Walks
D	Sanitary Sewer and Water Lines
E	Erosion Controls and Storm Sewers
F	Source and Use of Funds
G	Phasing Plan

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND PERMANENT MONUMENTS AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN GRANITE FALLS NORTH (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SECTION 29, AND TOGETHER WITH LINCOLN ROAD RIGHT-OF-WAY LOCATED IN PART OF THE NE1/4 OF THE SE1/4 AND THE NW1/4 OF THE SE1/4 OF SAID SECTION 29, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NE1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 29, THENCE S02°25'52"E (ASSUMED BEARING ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 29, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 23, GRANITE FALLS, A SUBDIVISION LOCATED LOCATED IN SECTION 28, SAID TOWNSHIP 14 NORTH, RANGE 12 EAST, SAID POINT ALSO BEING THE NORTHEAST CORNER OF OUTLOT "A", KINGSBURY HILLS REPLAT TWO, A SUBDIVISION LOCATED IN SAID SECTION 29, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LINCOLN ROAD, THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, SAID LINE ALSO BEING THE NORTH LINE OF SAID OUTLOT "A", KINGSBURY HILLS REPLAT TWO ON A CURVE WITH A RADIUS OF 1275.88 FEET, A DISTANCE OF 199.01 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N87°50'43"W, A DISTANCE OF 198.81 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", KINGSBURY HILLS REPLAT TWO, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 32, KINGSBURY HILLS REPLAT ONE, A SUBDIVISION LOCATED IN SAID SECTION 29, THENCE ALONG THE NORTH LINE OF KINGSBURY HILLS, A SUBDIVISION LOCATED IN SAID SECTION 29, SAID LINE ALSO BEING THE NORTH LINE OF SAID KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD ON THE FOLLOWING TWO (2) COURSES: (1) THENCE S87°14'59"W, A DISTANCE OF 2417.84 FEET; (2) THENCE S42°22'13"W, A DISTANCE OF 7.09 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD AND THE EAST RIGHT-OF-WAY LINE OF 114TH STREET, THENCE N02°30'33"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 114TH STREET, A DISTANCE OF 38.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE1/4 OF SECTION 29, SAID POINT ALSO BEING THE SOUTH LINE OF SAID NE1/4 OF SECTION 29, THENCE N87°14'59"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 29, SAID LINE ALSO BEING SAID SOUTH LINE OF THE NE1/4 OF SECTION 29, A DISTANCE OF 10.00 FEET; THENCE N02°30'33"W ALONG THE EAST RIGHT-OF-WAY LINE OF 114TH STREET, A DISTANCE OF 67.00 FEET; THENCE N87°14'59"E, A DISTANCE OF 118.37 FEET; THENCE NORTHEASTERLY ON A RADIUS OF 700.00 FEET, A DISTANCE OF 532.18 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°28'11"E, A DISTANCE OF 519.45 FEET; THENCE N43°41'24"E, A DISTANCE OF 134.39 FEET; THENCE NORTHEASTERLY ON A RADIUS OF 900.00 FEET, A DISTANCE OF 900.95, SAID CURVE HAVING A LONG CHORD WHICH BEARS N72°22'06"E, A DISTANCE OF 863.80 FEET; THENCE N02°30'19"W, A DISTANCE OF 277.57 FEET; THENCE N87°29'41"E, A DISTANCE OF 119.83 FEET; THENCE SOUTHEASTERLY ON A RADIUS OF 100.00 FEET, A DISTANCE OF 39.85, SAID CURVE HAVING A LONG CHORD WHICH BEARS S81°05'17"E 39.59 FEET; THENCE N02°19'46"E, A DISTANCE OF 198.57 FEET; THENCE S88°39'22"E, A DISTANCE OF 20.04 FEET; THENCE N02°30'19"W, A DISTANCE OF 134.72 FEET; THENCE N01°48'16"W, A DISTANCE OF 50.00 FEET; THENCE N02°30'19"W, A DISTANCE OF 115.33 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NE1/4 OF SAID SECTION 29; THENCE N87°15'24"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NE1/4 OF SAID SECTION 29, A DISTANCE OF 251.37 FEET; THENCE S30°05'12"E 863.69 FEET; THENCE N61°01'07"E 8.34 FEET; THENCE S29°01'52"E 131.89 FEET; THENCE S54°52'34"E 89.65 FEET; THENCE S02°51'54"E 331.83 FEET; THENCE R=1375.86' L=33.33' CH=N84°45'01"W 33.33' S02°51'54"E 51.23 FEET; THENCE R=1275.86' L=199.01' CH=N87°50'43"W 198.81 FEET; THENCE S02°25'52"E 50.00 FEET; THENCE R=1275.86' L=199.01' CH=N87°50'43"W 198.81 FEET; THENCE S02°25'52"E 50.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,840,034 SQUARE FEET OR 37.650 ACRES, MORE OR LESS.



Proj No:	P2016.384.001
Date:	11-8-16
Designed By:	MAW
Drawn By:	TRH
Scale:	1"=100'
Sheet:	1 of 1

Revisions	
Date	Description

EXHIBIT "A"  
LEGAL DESCRIPTION  
PART OF THE S1/2 OF THE NE1/4  
SECTION 29, T14N, R12E  
SARPY COUNTY, NEBRASKA







**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eacg.com

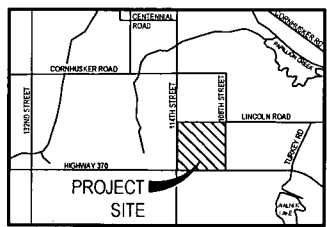
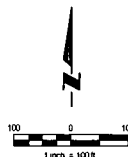
LOA



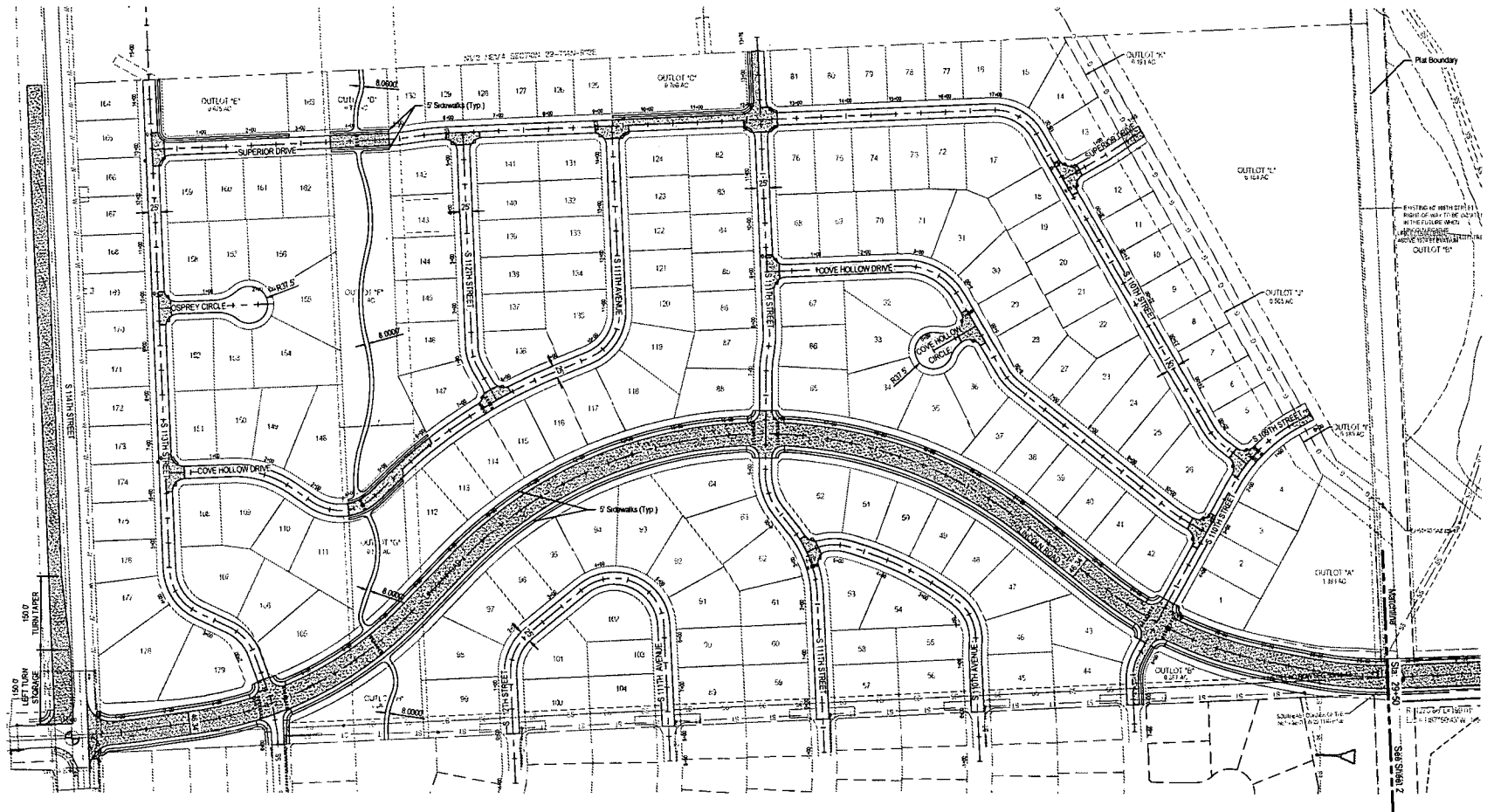
**LEGEND**

-  GENERAL OBLIGATION PAVING
-  SPECIALLY ASSESSED PAVING
-  GENERAL OBLIGATION SIDEWALK/TRAIL
-  CROSSWALK STRIPING

1. Note: Curb Ramps in Line With the Direction of Pedestrian Travel are to be Constructed at all Intersections with ADA Compliant Inset Phases on all Ramps.
2. Note: The Following Shall be Eligible General Obligation Expenditures of the SID. Subject to Approval of the Fiscal Agent:
  - A. All Lincoln Road Improvements, Including Sidewalks
  - B. Intersection Pavement to the ROW Line
  - C. Halt the Pavement at Outer Frontage
  - D. Sidewalks & Trails at Outlets
  - E. Curb Ramps, Detectable Warning Panels and Crosswalk Markings Constructed with the Paving Improvements
3. Note: At 114th Street, Lincoln Road is Shifted Off Center in its ROW to Align with Existing 114th Street on the West Side of 114th Street.



VICINITY MAP



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 1960 W. Valley Road, Suite 100 • Omaha, NE 68114  
 Phone: 402.896.1700 • Fax: 402.896.3389  
 www.eaconsulting.com

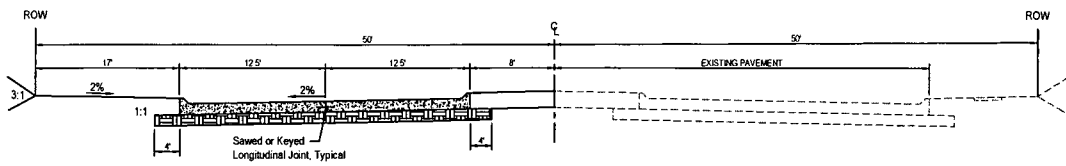


**GRANITE FALLS NORTH**  
 PAVILION, NEBRASKA

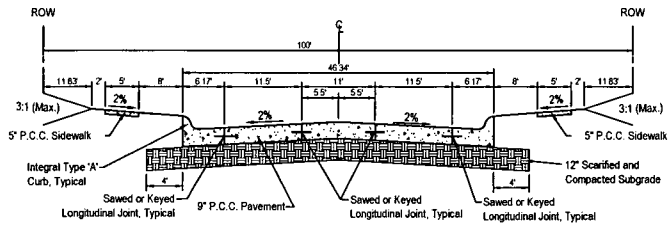
**EXHIBIT "C"**  
 STREETS AND WALKS

DATE	BY	REVISION

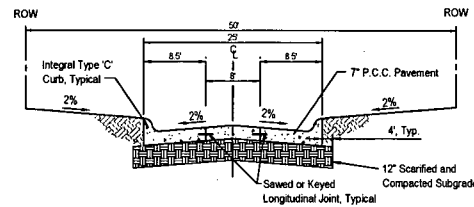
*Handwritten initials: AIC*



114TH STREET - TYPICAL SECTION  
NO SCALE

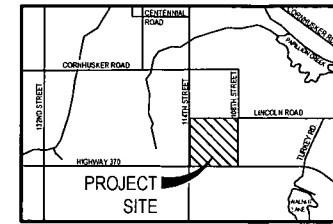


LINCOLN ROAD - TYPICAL SECTION  
NO SCALE

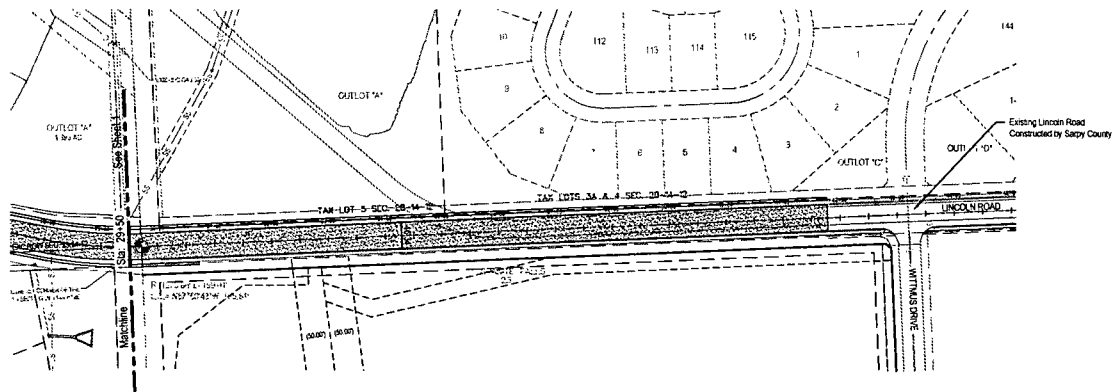
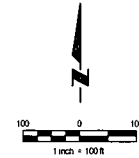


25' STREET - TYPICAL SECTION  
NOT TO SCALE

- LEGEND**
- GENERAL OBLIGATION PAVING
  - SPECIALLY ASSESSED PAVING
  - CROSSWALK STRIPING



VICINITY MAP



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10000 Mainway Road, Suite 100 - Omaha, NE 68154  
Phone 402.491.1111 • Fax 402.491.3589  
www.eaacg.com

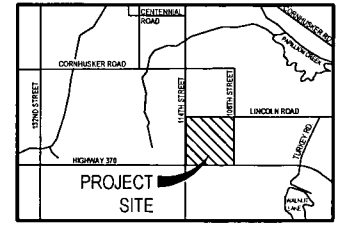
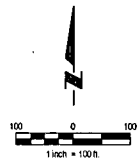
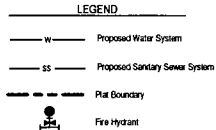
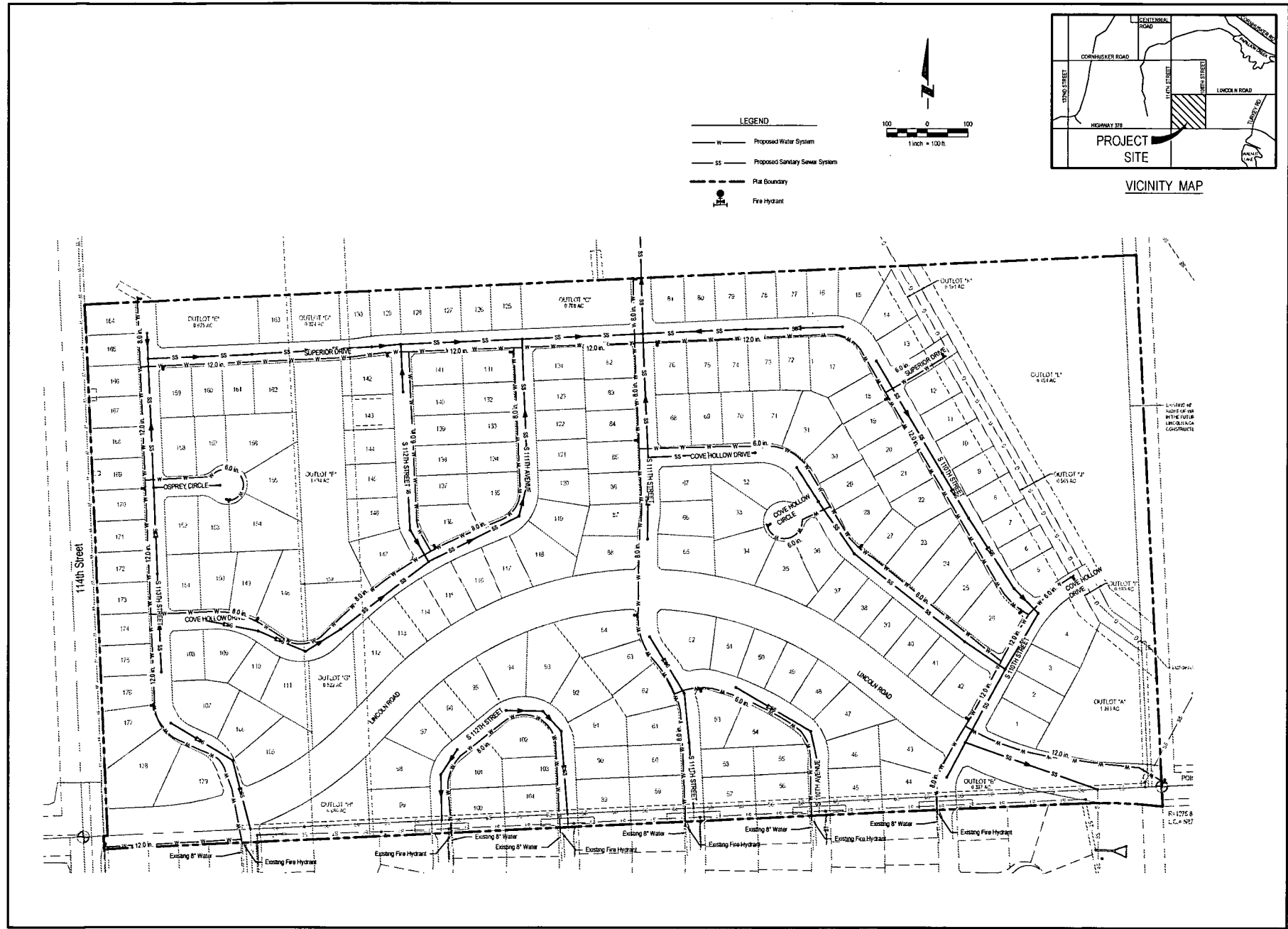


**GRANITE FALLS NORTH**  
PAPILLON, NEBRASKA

EXHIBIT "C"  
STREETS AND WALKS

Project No.	25231-201-02	Revision	December
Date	11/09/2012	Drawn	JK
Checked By	MMZ	Checked	JK
Drawn By	JK	Scale	
Scale	SEE LIST		
Sheet	7 of 7		

AS



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services

**E & A CONSULTING GROUP, INC.**  
 Engineering & Planners

**GRANITE FALLS NORTH**  
 PAVILION, NEBRASKA

**EXHIBIT "D"**  
 SANITARY SEWER AND  
 WATER LINES

DATE	DESCRIPTION	BY	DATE
11/02/2010	DESIGNED	JMK	
	DRAWN	SSS	
	CHECKED	SSS	
	SCALE	AS SHOWN	

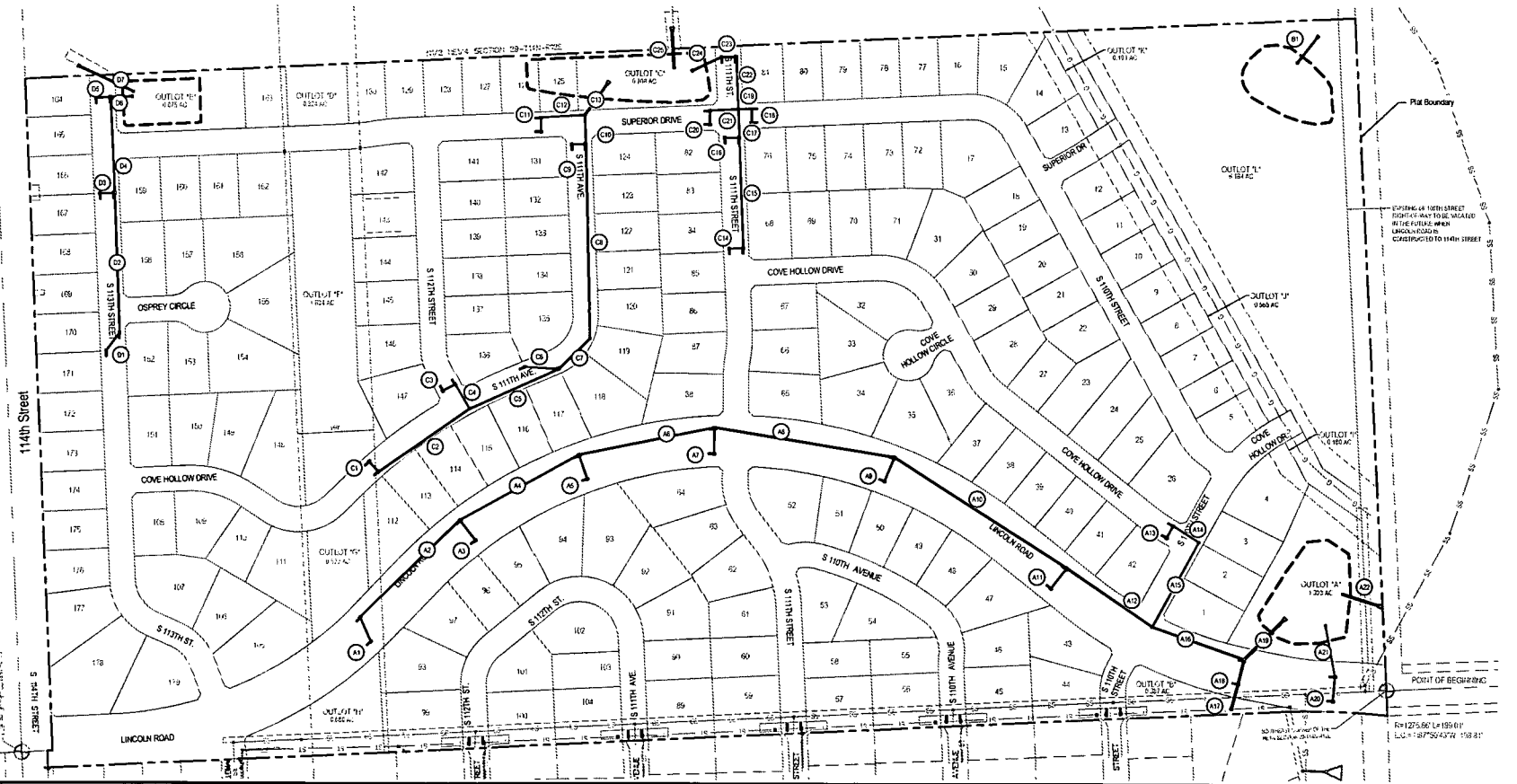
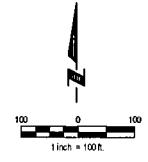
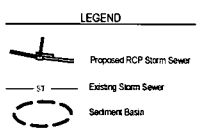
PROJECT NO. 110207-01  
 SHEET NO. 1 OF 1

AK

CONSTRUCT REINFORCED CONCRETE PIPE		
ID	Di	Length
A1	18"	53.10
A2	18"	273.05
A3	18"	51.22
A4	24"	255.31
A5	18"	51.14
A6	24"	271.89
A7	18"	51.67
A8	30"	356.50
A9	18"	51.53
A10	30"	401.53
A11	18"	51.49
A12	30"	203.34
A13	18"	26.02
A14	18"	40.14
A15	18"	189.55
A16	30"	190.19
A17	42"	49.97
A18	42"	51.25
A19	42"	107.20
A20	18"	49.47

CONSTRUCT REINFORCED CONCRETE PIPE		
ID	Di	Length
A21	18"	66.40
A22	48"	72.28
B1	30"	61.74
C1	18"	29.23
C2	24"	216.14
C3	18"	29.05
C4	18"	55.77
C5	24"	169.91
C6	18"	67.60
C7	24"	85.68
C8	24"	382.08
C9	18"	28.17
C10	30"	57.59
C11	18"	28.39
C12	18"	86.22
C13	30"	73.23
C14	18"	27.88
C15	18"	171.13
C16	18"	29.56
C17	24"	50.24

CONSTRUCT REINFORCED CONCRETE PIPE		
ID	Di	Length
C18	18"	27.92
C19	18"	26.28
C20	18"	26.84
C21	18"	55.90
C22	24"	103.13
C23	30"	29.88
C24	30"	58.86
C25	48"	72.31
D1	18"	44.54
D2	24"	274.99
D3	18"	29.83
D4	24"	188.57
D5	18"	29.81
D6	24"	37.83
D7	30"	113.50



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 19000 N. Valley Road, Suite 300 • Omaha, NE 68134  
 Phone: 402.396.1700 • Fax: 402.396.3389  
 www.eandagroup.com



**GRANITE FALLS NORTH**  
 PAVILLON, KANSAS

**EXHIBIT "E"**  
 EROSION CONTROLS AND  
 STORM SEWERS

Drawn By	1/25/2011	Checked By	
Design	1/25/2011	Date	
Checked By		Date	
Design		Date	
Checked By		Date	
Design		Date	

PH

Am

E & A CONSULTING GROUP  
330 N. 117TH STREET, OMAHA, NE 68154

PHONE: (402) 895-4700  
FAX: (402) 895-3599

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

PROJECT : GRANITE FALLS NORTH(HAUG) ZONING: SINGLE FAM. 179 LOTS  
 DEVELOPER: TORCZON 20 FUTURE LOTS  
 AREA (ACRES): 80  
 JURISDICTION: PAPHILLION EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 1  
 DATE: 06/13/16  
 ESTIMATED BY: WESTERGARD 2013.604.001

GRANITE FALLS NORTH (TOTAL; PHASE 1+PHASE 2+PHASE 3)						
ITEM	CONSTRUCT.	TOTAL	SARPY CO.	SPECIAL ASSESS.	G.O. REIMB.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	905,200	1,267,280		1,267,280		0
PAVING(INTERIOR)	1,128,230	1,579,522		1,382,167		197,355
PAVING (LINCOLN ROAD IMPROVEMENTS )	1,847,310	2,301,031	701,936		889,337	709,758
PAVING (114TH STREET IMPROVEMENTS )	210,717	295,003			147,502	147,502
SANITARY OUTFALL SEWERS	314,550	440,370			299,452	140,918
WATER (INTERIOR)	709,180	992,852		921,732		71,120
CAPITAL FACILITIES CHARGES RES. (S.F.)	394,923	434,416		217,208		217,208
UNDERGROUND ELECTRICAL	268,650	362,678		362,678		0
STORM SEWER	364,430	510,202		0		510,202
TRAIL, OPPD EASEMENT	64,300	90,020				90,020
SIDEWALKS, AT OUTLOT FRONTAGES	26,895	37,653				37,653
<b>TOTALS</b>	<b>6,234,384</b>	<b>\$8,311,026</b>	<b>\$701,936</b>	<b>\$4,151,064</b>	<b>\$1,336,291</b>	<b>\$ 2,121,735</b>

PER SINGLE FAMILY LOT **\$20,860**

NOTES:

- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING
- 2) SOFT COSTS NOT INCLUDED: COMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES
- 3) VALUATION:
 

179 PH. 1 & 2 @	\$280,000	=	\$50,120,000
20 PH. 3 UNITS@	\$280,000	=	\$5,600,000
<b>TOTAL @ 100% \$ 55,720,000</b>			
- 4) G.O. DEBT RATIO = \$ 2,121,735 / \$ 55,720,000 = 3.81%

NOTES:

- 1 ASSUMED COUNTY PARTICIPATION IN LINCOLN ROAD AT 1/3 OF PAVING, ENGINEERING AND C.M. COSTS.
- 2 DOES NOT INCLUDE A PARK OR PARK FEES
- 3 ALLOCATED 68% OF OUTFALL SEWER COSTS AS REIMBURSABLE FROM 80 ACRES TO THE NORTH

Revision Log:

6/13/2016 Changed Lincoln Road costs to portray SID 312 as lead agency, Sarpy County 1/3. GO & Reimbursibles as Shown



Am

E & A CONSULTING GROUP  
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700  
FAX: (402) 895-3599

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

PROJECT : GRANITE FALLS NORTH(HAUG) ZONING: R-2 80 LOTS  
DEVELOPER: TORCZON  
AREA (ACRES): 30  
JURISDICTION: PAPILLION **EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 2**  
DATE: 06/13/16  
ESTIMATED BY: WESTERGARD 2013.604.001

GRANITE FALLS NORTH PHASE I (SID 312)						
ITEM	CONSTRUCT.	TOTAL	SARPY CO.	SPECIAL ASSESS.	REIMBURS.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	366,500	513,100		513,100		0
PAVING(INTERIOR)	445,582	623,814		567,455		56,360
PAVING (LINCOLN ROAD 114TH TO 110TH )	731,506	933,987	277,973			656,015
WATER (INTERIOR)	299,580	419,412		394,212		25,200
CAPITAL FACILITIES CHARGES	147,997	162,797		81,398		81,398
UNDERGROUND ELECTRICAL	108,000	145,800		145,800		0
STORM SEWER	102,900	144,060		0		144,060
SIDEWALKS AT OUTLOT FRONTAGE	7,900	11,060				11,060
<b>TOTALS</b>	<b>2,209,965</b>	<b>\$2,954,030</b>	<b>\$277,973</b>	<b>\$1,701,965</b>	<b>\$0</b>	<b>\$ -974,093</b>

PER SINGLE FAMILY LOT **\$21,275**

- NOTES:
- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING
  - 2) SOFT COSTS NOT INCLUDED: COMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES
  - 3) VALUATION: 80 UNITS @ \$280,000 = \$22,400,000  
TOTAL @ 100% \$ 22,400,000
  - 4) G.O. DEBT RATIO = \$ 974,093 / \$ 22,400,000 = 4.35%

NOTES:  
1 ASSUMED COUNTY PARTICIPATION IN LINCOLN ROAD AT 1/3 OF PAVING, ENGINEERING & C.M. COSTS  
2 DOES NOT INCLUDE A PARK OR PARK FEES  
REVISION LOG:  
6/13/2016 Changed Lincoln Road costs to portray 114th to 110th with SID as lead agency, Sarpy County 1/3 & SID 312 2/3

AO

EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 3

PROJECT: SANITARY SEWER (INTERIOR)					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	3,800	L.F.	30.00	114,000
2	6 INCH SANITARY SEWER PIPE	3,500	L.F.	30.00	105,000
3	54 IN. I.D. SANITARY MANHOLE w/ EXTERNAL FRAME SEAL	300	V.F.	425.00	127,500
4	CRUSHED ROCK BEDDING	100	TON	25.00	2,500
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	17,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$366,500

NOTES:

1) TOTAL SID COSTS @ 40% -	\$513,100
----------------------------	-----------

PROJECT: PAVING (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	13,600	S.Y.	\$30.00	\$408,000
2	EARTHWORK	4,533	C.Y.	2.00	9,067
3	ADJUST MANHOLE TO GRADE	29	EA	125.00	3,625
4	STREET SIGNS	6	EA	215.00	1,290
5	REMOVE PAVEMENT (EXISTING KINGSBURY TURNAROUNDS)	160	S.Y.	\$15.00	\$2,400
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	21,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$445,582

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$623,814
2) G.O. ITEMS	
Intersections	825 SY \$36,383
Overwidth	0 SY \$0
PCSMP Lot Frontage	410 SY \$18,081
STREET SIGNS	6 EACH \$1,896
G.O. TOTAL	\$56,380

AP

**PROJECT: PAVING, LINCOLN ROAD IMPROVEMENTS 114th to 110th STREET**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Earthwork (Subgrade Preparation)	4,300	CY	\$2.50	10,750
2	Construct 9" PCC Pavement w/ Integral Curb	12,900	SY	\$38.00	490,200
3	Construct 7" PCC Pavement w/ Integral Curb	728	SY	\$32.00	23,296
4	Construct 5" PCC Sidewalk	0	SF	\$4.50	0
5	Construct Curb Ramp	30	EA	\$250.00	7,500
6	Construct 18" RCP	1,030	LF	\$38.00	39,140
7	Construct 24" RCP	950	LF	\$50.00	47,500
8	Construct 30" RCP	200	LF	\$65.00	13,000
9	Construct 36" RCP	100	LF	\$90.00	9,000
10	Construct Curb Inlet	13	EA	\$1,800.00	23,400
11	Construct Manhole	1	EA	\$2,500.00	2,500
12	Construct 36" FES	1	EA	\$2,000.00	2,000
13	Construct Box Culvert	0	LF	\$2,500.00	0
14	Pavement Markings - 5" Tape	11,280	LF	\$4.00	45,120
15	Pavement Markings - Symbols	9	EA	\$400.00	3,600
16	Pavement Markings - Crosswalk	500	LF	\$20.00	10,000
17	Seeding	3	AC	\$1,500.00	4,500

TOTAL ESTIMATED CONSTRUCTION COST: \$731,506

Engineering Design at 7% \$51,205.42  
 Staking and C.M. at 7% \$51,205.42

TOTAL CONSTRUCTION, DESIGN AND C.M. COST \$833,916.84

ALLOCATION OF COSTS

	%	Constr. & Eng.	SID Legal 5%	SID Fiscal 5%	SID Interest 8%	Total Entity Cost
Sarpy County	33%	\$277,972	0%	0	\$0	\$ 277,973
Granite Lake SID	0.00%	\$0	0	0	0	0
Granite Falls North SID 312	67%	\$555,945	27,797	27,797	44,476	656,015
P-LV Schools	0.00%	\$0	0	0	0	0
P-MRNRD (Dam Site #7)	0.00%	\$0	0	0	0	0
		\$833,917				\$ 833,987

**PROJECT: ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	80	LOTS	\$1,350.00	\$108,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$108,000

NOTES:

1) TOTAL DISTRICT COSTS W/ 35% - \$145,800 EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 4

Ag

PROJECT: WATER (INTERIOR) EXHIBIT "F" SOURCE & USE OF FUNDS PAGE 5

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN RESIDENTIAL	1,800	LF	\$44.00	\$79,200
2	INSTALL 8" WATER MAIN RESIDENTIAL	1,720	LF	\$34.00	\$58,480
3	INSTALL 6" WATER MAIN RESIDENTIAL	2,300	LF	\$28.00	\$59,800
4	12" GATE VALVE AND BOX	11	EACH	\$2,400.00	\$26,400
5	8" GATE VALVE AND BOX	6	EACH	\$1,500.00	\$9,000
6	6" GATE VALVE AND BOX	4	EACH	\$1,100.00	\$4,400
7	FIRE HYDRANT ASSEMBLY	9	EACH	\$4,000.00	\$36,000
8	CONNECTION TO EXISTING MAIN	4	EACH	\$1,500.00	\$6,000
9	TESTING & DISINFECTION	1	LS	\$6,000.00	\$6,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	14,300
TOTAL ESTIMATED CONSTRUCTION COST:					\$299,580

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$419,412

G.O.

DIFF. 12" & 8" 1,800 LF \$10.00 \$18,000 1.4 \$25,200

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	80	LOTS	\$2,070.00	\$165,600
2	PARK / COMMON SPACE	2.64	ACRES	\$5,790.00	\$15,288
	25% CREDIT FOR OVERSIZED WATER MAIN	1.00	L.S.	(\$45,221.40)	(\$45,221)
TOTAL ESTIMATED CONSTRUCTION COST:					\$135,664

NOTES:

1) TOTAL DISTRICT COST W/ 20% - \$162,797 SPECIAL ASSESS. GENERAL OBLIGATION

RESIDENTIAL \$81,398 \$81,398  
50% 50%

PROJECT: STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	\$30.00	\$0
2	18" RCP	280	LF	35.00	9,800
3	24" RCP	50	LF	45.00	2,250
4	30" RCP	75	LF	60.00	4,500
6	STORM MANHOLES	7	VF	350.00	2,450
7	CURB INLETS	12	EA	3000.00	36,000
8	AREA INLETS	5	EA	3500.00	17,500
9	FES	1	EA	700.00	700
10	PCSMP BASIN RISERS	2	EA	10000.00	20,000
11	RIPRAP	150	TN	32	4,800
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	4,900
TOTAL ESTIMATED CONSTRUCTION COST:					\$102,900

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$144,060

Subtract over 48" Pipe Difference \$0

2) GENERAL OBLIGATION \$144,060

Ar

EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 6  
PROJECT: SIDEWALKS AT OUTLOT FRONTAGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5" PC SIDEWALK (5' WIDE)	1,500	SF	4.00	6,000
2	EARTHWORK	500	C.Y.	3.00	1,500
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	400
TOTAL ESTIMATED CONSTRUCTION COST:					\$7,900

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$11,060
2) 100% G.O.	

AS

E & A CONSULTING GROUP  
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700  
FAX: (402) 895-3599

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

PROJECT : GRANITE FALLS NORTH(HAUG) ZONING: SINGLE 99 LOTS  
 DEVELOPER: TORCZON  
 AREA (ACRES): 50  
 JURISDICTION: PAPIILLION **EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 7**  
 DATE: 06/13/16  
 ESTIMATED BY: WESTERGARD 2013.604.001

GRANITE FALLS NORTH PHASE 2 (SID 312)						
ITEM	CONSTRCT.	TOTAL	SARPY CO.	SPECIAL ASSESS.	REIMBUR.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	448,750	628,250		628,250		0
PAVING(INTERIOR)	569,223	796,913		666,693		130,220
PAVING (LINCOLN ROAD IMPROVEMENTS )	1,115,804	1,367,044	423,963		889,337	53,743
PAVING (114TH STREET IMPROVEMENTS )	210,717	295,003			147,502	147,502
SANITARY OUTFALL SEWERS	314,550	440,370			299,452	140,918
WATER (INTERIOR)	353,400	494,760		448,840		45,920
CAPITAL FACILITIES CHARGES RES. (S.F.)	190,361	209,398		104,699		104,699
UNDERGROUND ELECTRICAL	133,650	180,428		180,428		0
STORM SEWER	198,800	278,320				278,320
TRAIL, OPPD EASEMENT	64,300	90,020				90,020
SIDEWALKS, AT OUTLOT FRONTAGES	13,045	18,263				18,263
<b>TOTALS</b>	<b>3,612,600</b>	<b>\$4,798,768</b>	<b>\$423,963</b>	<b>\$2,028,909</b>	<b>\$1,336,291</b>	<b>\$ 1,009,605</b>

PER SINGLE FAMILY LOT **\$20,494**

NOTES:

- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING
- 2) SOFT COSTS NOT INCLUDED: COMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES
- 3) VALUATION: 99 UNITS @ \$280,000 = \$27,720,000  
TOTAL @ 100% \$ 27,720,000
- 4) G.O. DEBT RATIO = \$ 1,009,605 / \$ 27,720,000 = 3.64%

NOTES:

- 1 ASSUMED COUNTY PARTICIPATION IN LINCOLN ROAD AT 1/3 OF PAVING, ENGINEERING & C.M. COSTS
- 2 DOES NOT INCLUDE A PARK OR PARK FEES
- 3 ALLOCATED 68% OF OUTFALL SEWER COSTS AS REIMBURSABLE FROM 80 ACRES TO THE NORTH

REVISION LOG:

6/13/2016 Changed Lincoln Road costs to portray 110th to Wittmus with SID 312 as lead agency, Sarpy County 1/3 & Reimbursibles as Shown

AK

**EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 8**

PROJECT: <b>SANITARY SEWER (INTERIOR)</b>					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	5,120	L.F.	30.00	153,600
2	6 INCH SANITARY SEWER PIPE	4,000	L.F.	30.00	120,000
3	54 IN. I.D. SANITARY MANHOLE w/ EXTERNAL FRAME SEAL	350	V.F.	425.00	148,750
4	CRUSHED ROCK BEDDING	200	TON	25.00	5,000
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	21,400
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$448,750</b>

NOTES:

1) TOTAL SID COSTS @ 40% - \$628,250

PROJECT: <b>SANITARY OUTFALL SEWERS</b>					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	10 INCH SANITARY SEWER PIPE	2,850	L.F.	32.00	91,200
2	8 INCH SANITARY SEWER PIPE	1,000	L.F.	30.00	30,000
3	54 IN. I.D. SANITARY MANHOLE w/ RING RETAINER	330	V.F.	500.00	165,000
4	CRUSHED ROCK BEDDING	250	TON	25.00	6,250
5	SEEDING	5	ACRE	1500.00	7,500
6	EASEMENT ACQUISITION	0	ACRE	0.00	0
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	14,600
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$314,550</b>

NOTES:

1) TOTAL SID COSTS @ 40% - \$440,370

1. 68% REIMBURSABLE FROM FUTURE PROPERTY SERVED TO THE NORTH (CALCULATED BY AREA)
2. PER AGREEMENT WITH CITY, FIDELITY REQUIRED TO PROVIDE SANITARY EASEMENT AT NO COST FOR OUTFALL

**PROJECT: PAVING (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	17,450	S.Y.	\$30.00	\$523,500
2	EARTHWORK	5,817	C.Y.	2.00	11,633
3	ADJUST MANHOLE TO GRADE	37	EA	125.00	4,625
4	STREET SIGNS	11	EA	215.00	2,365
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	27,100
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$569,223</b>

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$796,913

2) G.O. ITEMS

Intersections	1,485	SY	\$65,489
Overwidth	0	SY	\$0
Outlot Frontage	1,389	SY	\$61,255
STREET SIGNS	11	EACH	\$3,477
	0	SY	\$0
<b>G.O. TOTAL</b>			<b>\$130,220</b>

AU

PROJECT: PAVING (LINCOLN ROAD IMPROVEMENTS 110TH TO WITTMUS)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Earthwork (Subgrade Preparation)	3,107	CY	\$2.50	7,768
2	Construct 9" PCC Pavement w/ Integral Curb	8,592	SY	\$38.00	326,496
3	Construct 7" PCC Pavement w/ Integral Curb	0	SY	\$32.00	0
4	Construct 5" PCC Sidewalk	41,000	SF	\$4.50	184,500
5	Construct Curb Ramp	0	EA	\$250.00	0
6	Construct 18" RCP	570	LF	\$38.00	21,660
7	Construct 24" RCP	150	LF	\$50.00	7,500
8	Construct 30" RCP	200	LF	\$65.00	13,000
9	Construct 36" RCP	0	LF	\$90.00	0
10	Construct Curb Inlet	11	EA	\$1,800.00	19,800
11	Construct Manhole	0	EA	\$2,500.00	0
12	Construct 36" FES	0	EA	\$2,000.00	0
13	Construct Box Culvert	200	LF	\$2,500.00	500,000
14	Pavement Markings - 5" Tape	7,520	LF	\$4.00	30,080
15	Pavement Markings - Symbols	5	EA	\$400.00	2,000
16	Pavement Markings - Crosswalk	0	LF	\$20.00	0
17	Seeding	2	AC	\$1,500.00	3,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$1,115,804
	Engineering Design at 7%				\$78,106.25
	Staking and C.M. at 7%				\$78,106.25
TOTAL CONSTRUCTION, DESIGN AND C.M. COST					\$1,272,016

ALLOCATION OF COSTS

	Constr. & Eng.	SID Legal 5%	SID Fiscal 5%	SID Interest 8%	Total Entity Cost
Sarpy County(1/3 of construction, design & CM)	\$423,963	0%	0	\$0	\$ 423,963
Granite Lake SID	\$91,090	4,555	4,555	7,287	107,486
Granite Falls North SID 312	\$45,545	2,277	2,277	3,644	53,743
P-LV Schools (Per Granite Falls SA)	\$320,122	0	0	0	320,122
Granite Falls SID 300 (Per Granite Falls SA)	\$391,296	19,565	19,565	31,304	461,729
P-MRNRD (Dam Site #7)	\$0	0	0	0	0
	\$1,272,016				\$ 1,367,044

PROJECT: PAVING (114TH STREET IMPROVEMENTS)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONC. PAVEMENT	4,300	SY	35.00	150,500
2	EARTHWORK (SUBGRADE ADJUSTMENT)	1,433	C.Y.	3.50	5,017
4	CURB INLETS	5	EACH	3000.00	15,000
5	SEEDING, MATTING & EROSION CONTROL	1	L.S.	15000.00	15,000
7	GROOVED PLASTIC PAVEMENT MARKINGS	1500	L.F.	4.00	6,000
	MISCELLANEOUS (+ 10%)	1	L.S.	XXXX	19,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$210,717

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$295,003

50% reimbursible from future development on the west side of 114th Street



AV

PROJECT: **ELECTRICAL SERVICE**

EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 10

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	99	LOTS	\$1,350.00	\$133,650
TOTAL ESTIMATED CONSTRUCTION COST:					\$133,650

NOTES:

1) TOTAL DISTRICT COSTS W/ 35% -	\$180,428	SCHOOL	\$0
----------------------------------	-----------	--------	-----

PROJECT: **WATER (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN RESIDENTIAL	3,280	LF	\$44.00	\$144,320
2	INSTALL 8" WATER MAIN RESIDENTIAL	1,610	LF	\$34.00	\$54,740
3	INSTALL 6" WATER MAIN RESIDENTIAL	840	LF	\$26.00	\$21,840
4	12" GATE VALVE AND BOX	17	EACH	\$2,400.00	\$40,800
5	8" GATE VALVE AND BOX	16	EACH	\$1,500.00	\$24,000
6	6" GATE VALVE AND BOX	4	EACH	\$1,100.00	\$4,400
7	FIRE HYDRANT ASSEMBLY	9	EACH	\$4,000.00	\$36,000
8	CONNECTION TO EXISTING MAIN	3	EACH	\$1,500.00	\$4,500
9	TESTING & DISINFECTION	1	LS	\$6,000.00	\$6,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	16,800
TOTAL ESTIMATED CONSTRUCTION COST:					\$353,400

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$494,760
---------------------------------	-----------

G.O.					
DIFF. 12" & 8"	3,280 LF	\$10.00	\$32,800	1.4	\$45,920

PROJECT: **CAPITAL FACILITIES CHARGES**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	99	LOTS	\$2,070.00	\$204,930
2	PARK / COMMON SPACE	4.79	ACRES	\$5,790.00	\$27,734
	25% CREDIT FOR OVERSIZED WATER MAIN	1.00	L.S.	(\$58,166.03)	(\$58,166)
TOTAL ESTIMATED CONSTRUCTION COST:					\$174,498

NOTES:

1) TOTAL DISTRICT COST W/ 20% -	\$209,398	SPECIAL(50%)	G.O.(50%)
RESIDENTIAL	\$104,699	\$104,699	\$104,699

AW

**EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 11**

PROJECT: **STORM SEWER**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	\$30.00	\$0
2	18" RCP	440	LF	35.00	15,400
3	24" RCP	1,310	LF	45.00	58,950
4	30" RCP	90	LF	60.00	5,400
5	36" RCP	75	LF	70.00	5,250
6	48" RCP	75	LF	90.00	6,750
7	STORM MANHOLES	32	VF	350.00	11,200
8	CURB INLETS	26	EA	2800.00	72,800
9	FES	5	EA	600.00	3,000
10	AREA INLETS	2	EA	2000.00	4,000
11	PCSMP BASIN RISER	1	EA	5000.00	5,000
12	RIPRAP	50	TN	31	1,550
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	9,500
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$198,800</b>

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$278,320
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$278,320

PROJECT: **SIDEWALKS AT OUTLOT FRONTAGES**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	4" PC SIDEWALK (5' WIDE)	2,620	SF	3.75	9,825
2	EARTHWORK	873	C.Y.	3.00	2,620
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	600
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$13,045</b>

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$18,263
2) 100% G.O.	

PROJECT: **TRAIL, IN OPPD EASEMENT CORRIDOR**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	6" PC TRAIL (8' WIDE)	11,400	SF	4.00	45,600
2	EARTHWORK	3,800	C.Y.	3.00	11,400
3	CURB RAMPS & INSERTS	6	EACH	700.00	4,200
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	3,100
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$64,300</b>

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$90,020
2) 100% G.O.	

Ax

E & A CONSULTING GROUP  
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700  
FAX: (402) 895-3599

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

PROJECT : GRANITE FALLS NORTH(HAUG) ZONING: SINGLE 20 LOTS  
 DEVELOPER: TORCZON  
 AREA (ACRES): 6 **EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 12**  
 JURISDICTION: PAPILLION  
 DATE: 06/13/16  
 ESTIMATED BY: WESTERGARD 2013.604.001

GRANITE FALLS NORTH PHASE 3						
ITEM	CONSTRCT.	TOTAL	SARPY CO.	SPECIAL ASSESS.	REIMBUR.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	89,950	125,930		125,930		0
PAVING(INTERIOR)	113,425	158,795		148,020		10,775
WATER (INTERIOR)	56,200	78,680		78,680		0
CAPITAL FACILITIES CHARGES RES. (S.F.)	56,565	62,221		31,111		31,111
UNDERGROUND ELECTRICAL	27,000	36,450		36,450		0
STORM SEWER	62,730	87,822				87,822
SIDEWALKS, AT OUTLOT FRONTAGES	5,950	8,330				8,330
<b>TOTALS</b>	<b>411,820</b>	<b>\$558,228</b>	<b>\$0</b>	<b>\$420,191</b>	<b>\$0</b>	<b>\$ 138,038</b>

PER SINGLE FAMILY LOT **\$21,010**

NOTES:

- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING
- 2) SOFT COSTS NOT INCLUDED: COMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES
- 3) VALUATION: 20 UNITS @ \$280,000 = \$5,600,000  
 TOTAL @ 100% \$ 5,600,000
- 4) G.O. DEBT RATIO = \$ 138,038 / \$ 5,600,000 = 2.46%

NOTES:  
1 DOES NOT INCLUDE A PARK OR PARK FEES

AY

**EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 13**

PROJECT: <b>SANITARY SEWER (INTERIOR)</b>					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	880	L.F.	30.00	26,400
2	6 INCH SANITARY SEWER PIPE	800	L.F.	30.00	24,000
3	54 IN. I.D. SANITARY MANHOLE w/ EXTERNAL FRAME SEAL	80	V.F.	425.00	34,000
4	CRUSHED ROCK BEDDING	50	TON	25.00	1,250
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	4,300
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$89,950</b>

NOTES:

1) TOTAL SID COSTS @ 40% - \$125,930

**PROJECT: PAVING (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	3,480	S.Y.	\$30.00	\$104,400
2	EARTHWORK	1,160	C.Y.	2.00	2,320
3	ADJUST MANHOLE TO GRADE	7	EA	125.00	875
4	STREET SIGNS	2	EA	215.00	430
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	5,400
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$113,425</b>

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$158,795

2) G.O. ITEMS

Intersections	0	SY	\$0
Overwidth	0	SY	\$0
Outlot Frontage	230	SY	\$10,143
STREET SIGNS	2	EACH	\$632
	0	SY	\$0
<b>G.O. TOTAL</b>			<b>\$10,775</b>

**PROJECT: ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	20	LOTS	\$1,350.00	\$27,000
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$27,000</b>

NOTES:

1) TOTAL DISTRICT COSTS W/ 35% - \$36,450 SCHOOL \$0

A2

**EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 14**

PROJECT: **WATER (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN RESIDENTIAL	0	LF	\$44.00	\$0
2	INSTALL 8" WATER MAIN RESIDENTIAL	0	LF	\$34.00	\$0
3	INSTALL 6" WATER MAIN RESIDENTIAL	1,250	LF	\$26.00	\$32,500
4	12" GATE VALVE AND BOX	0	EACH	\$2,400.00	\$0
5	8" GATE VALVE AND BOX	0	EACH	\$1,500.00	\$0
6	6" GATE VALVE AND BOX	0	EACH	\$1,100.00	\$0
7	FIRE HYDRANT ASSEMBLY	3	EACH	\$4,000.00	\$12,000
8	CONNECTION TO EXISTING MAIN	2	EACH	\$1,500.00	\$3,000
9	TESTING & DISINFECTION	1	LS	\$6,000.00	\$6,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	2,700
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$56,200</b>

NOTES:

1) TOTAL DISTRICT COST W/ 40% -						<b>\$78,680</b>
G.O.						
DIFF. 12" & 8"	0 LF	\$10.00	\$0	1.4	\$0	

PROJECT: **CAPITAL FACILITIES CHARGES**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	20	LOTS	\$2,070.00	\$41,400
2	PARK / COMMON SPACE	4.79	ACRES	\$5,790.00	\$27,734
	25% CREDIT FOR OVERSIZED WATER MAIN	1.00	L.S.	(\$17,283.53)	(\$17,284)
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$51,851</b>

NOTES:

1) TOTAL DISTRICT COST W/ 20% -						<b>\$62,221</b>	<b>SPECIAL(50%)</b>	<b>G.O.(50%)</b>
RESIDENTIAL						<b>\$31,111</b>	<b>\$31,111</b>	

Ba

EXHIBIT "F", SOURCE & USE OF FUNDS PAGE 15

PROJECT: STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	\$30.00	\$0
2	18" RCP	500	LF	35.00	17,500
3	24" RCP	300	LF	45.00	13,500
4	30" RCP	0	LF	60.00	0
5	36" RCP	0	LF	70.00	0
6	48" RCP	0	LF	90.00	0
7	STORM MANHOLES	24	VF	350.00	8,400
8	CURB INLETS	6	EA	2800.00	16,800
9	FES	1	EA	600.00	600
10	AREA INLETS	1	EA	2000.00	2,000
11	PCSMP BASIN RISER	0	EA	5000.00	0
12	RIPRAP	30	TN	31	930
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	3,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$62,730

NOTES:

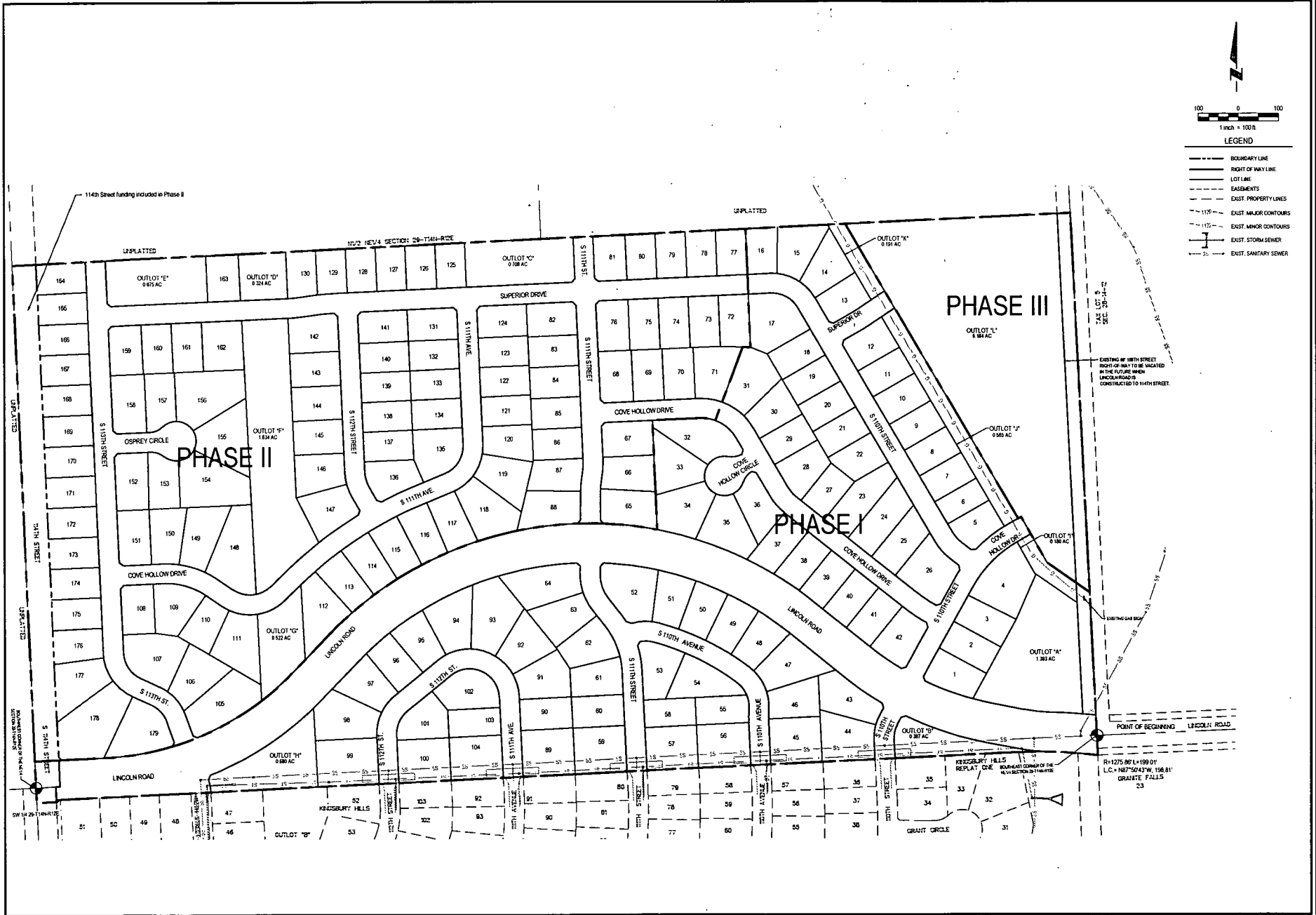
1) TOTAL DISTRICT COST W/ 40% -	\$87,822
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$87,822

PROJECT: SIDEWALKS AT OUTLOT FRONTAGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5" PC SIDEWALK (5' WIDE)	1,150	SF	4.00	4,600
2	EARTHWORK	350	C.Y.	3.00	1,050
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	300
TOTAL ESTIMATED CONSTRUCTION COST:					\$5,950

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$8,330
2) 100% G.O.	



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

19700 NW Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.695.1100 • Fax: 402.695.1599  
www.eagroup.com

**E & A CONSULTING GROUP, INC.**  
Engineering Services

GRANITE FALLS NORTH  
PHASE III PLAN

EXHIBIT "C"  
PHASING PLAN

Drawn By	Checked By	Date	Description
LS/2022	LS/2022		
LS/2022	LS/2022		
LS/2022	LS/2022		
LS/2022	LS/2022		

2017-032861

B/D