FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2017-11178

05/18/2017 11:15:46 AM

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF
FEES $ 376.00
CHECK #
CHG COP CASH
REFUND CREDIT
SHORT NCR

Lloyd J. Dowling

REGISTER OF DEEDS

370 NORTH
SUBDIVISION AGREEMENT

THIS AGREEMENT made this 21st day of March, 2017, by and between **370 NORTH, LLC**, a Nebraska limited liability company and **DOWD GRAIN COMPANY, INC.**, a Nebraska corporation (hereinafter collectively referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 307 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPILLION**, 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 370 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, turn lanes, and all corresponding concrete paving, to be constructed, modified, or improved within: (1) that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit "B", (2) any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area, (3) the Highway 370 right-of-way abutting the Development Area, and (4) that portion of the Frontier Road right-of-way located outside the boundary of DISTRICT in Tax Lot 11A2, Section 26, Township 14 North, Range 11 East, as depicted in Exhibit "C", that is necessary to connect that portion of the Frontier Road right-of-way depicted in the Exhibit "B" with that portion of the Frontier Road right-of-way that was dedicated as part of the Prairie Corners Plat approved by Sarpy County (the "Off-Site Frontier Road Right-of-Way").

(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: (1) within the platted area in which the Public

Improvement is situated, (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, or (3) outside the corporate limits of DISTRICT pursuant to the provisions of Neb. Rev. Stat. §31-752.

(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 in 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 acquisitions, 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 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(15), Section 5(A)(16), Section 10(L), and Section 10(M) 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 construction and installation 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 following Public Improvements and associated fees shall be required for the development of the Development Area:

(1) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.

(2) Dedicated Street Construction. Construction of all Dedicated Streets, as shown on the Streets and Walks exhibit attached as Exhibit "D", which explicitly includes the Dedicated Street improvements constructed within the Off-Site Frontier Road Right-of-Way (the "Off-Site Frontier Road Improvements").

(3) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading. In contrast, initial site grading shall be completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.

(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) Off-Site Frontier Road Right-of-Way Acquisition and Designation. The acquisition of the Frontier Road Right-of-Way and designation of the same as public right-of-way, subject to Section 10(I).

(10) Sanitary Sewer Connection Fee. The fee to be remitted to Sarpy County for connection to Sarpy County' sanitary sewer system.

(11) Sanitary Sewer Lines and Appurtenances. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in Exhibit "E", pursuant to sanitary sewer plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.

(12) Sediment Erosion Control and Detention (or Stormwater Detention). Permanent stormwater detention basins on and off site as shown in Exhibit "F". Permanent piping for sediment basin and detention ponds.

(13) Sidewalks. The five (5') sidewalks within the right-of-way abutting all outlots, as shown in Exhibit "D".

(14) 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 "F".

(15) Traffic Signal for 150th Street and Highway 370. A traffic signal located at 150th Street and Highway 370 should such signal be deemed Warranted pursuant to Section 9(L) and Section 9(M).

(16) Water Service. Payment of fees and reimbursements to Metropolitan Utilities District to pioneer the water main to service the Development Area and construct the interior water mains and appurtenances.

Section 3

Standards, Authority, and Documentation

A. Standards for Private Improvements and Public Improvements. DEVELOPER, DISTRICT, and their respective successors and assigns, as applicable, shall cause all Private Improvements and Public Improvements to be acquired, constructed, and installed, as applicable, in accordance with the terms and conditions of this Agreement.

B. Adherence and Construction Contracts. DISTRICT and DEVELOPER shall abide by, and incorporate into all of their construction contracts for the Private Improvements and Public Improvements, as applicable, the provisions required by the regulations of Sarpy County, the Nebraska Department of Roads ("NDOR"), and CITY, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvements and 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 the Private Improvements and Public Improvements, construction oversight of the Private Improvements and Public Improvements, or the design or preparation of plans and specifications for the Private Improvements and Public Improvements.

C. Sanitary and Wastewater Sewer System and Water Distribution System. The Parties acknowledge that, at the time of this Agreement's execution, the Development Area will be within the Sarpy County service area for the Sanitary and Wastewater Sewer System and within the Metropolitan Utilities District service area for the Water Distribution System. DISTRICT shall be responsible for entering into any agreements required by those entities or their successors for such services, making payment for any applicable connection fees or service charges, and completing any improvements required for such services.

D. Storm Sewer System. The Parties acknowledge that the Development Area is within the Sarpy County service area for the Storm Sewer System; however, DISTRICT shall be responsible for maintaining those portions of the Storm Sewer System within the Development Area that are not within the public rights-of-way or within any perpetual drainage easements dedicated to Sarpy County for roadway improvements or for the drainage and conveyance of stormwater and other runoff.

E. Before Commencing Work on Public Improvements. Before commencing any work in connection with any individual Public Improvement, DEVELOPER or DISTRICT, as applicable, shall first:

a. Acquire the Off-Site Frontier Road Right-of-Way, as depicted in Exhibit "C", and cause it to be designated as public right-of-way, subject to Section 10(I).

b. Make payment for all applicable fees due to CITY, Sarpy County, and Metropolitan Utilities District in relation to said construction and installation of said individual Public Improvement;

c. Deliver to the Papillion City Clerk duly executed copies of an Agreement for Sewer Connection and Wastewater Service for the Development Area;

d. Deliver to the Papillion City Clerk documentation of Metropolitan Utilities District's approval for water connection for the Development Area;

e. Obtain approval from Sarpy County, NDOR, 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 Public Improvement prior to DEVELOPER's execution of any such agreement(s) or plan(s), as applicable. Once DEVELOPER obtains approval from Sarpy County, NDOR, 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 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 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;

f. Obtain and file of record any permanent easements required by CITY for said individual Public Improvement, as applicable, if not located on or in dedicated public right-of-way. Public Improvements which may invoke 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;

g. For Privately Financed Public Improvements, 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

h. Obtain final approval from CITY to commence the construction and installation of said Public Improvement.

F. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way, DEVELOPER or DISTRICT, 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 of any such agreements, permits, or approvals, DEVELOPER or DISTRICT, as applicable, shall provide said copies to CITY in a timely manner.

G. No Credit of CITY. The Entire Cost of all Private Improvements and Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER or DISTRICT. The credit of CITY shall not be used for engineering, procurement, or construction of any betterments, Private Improvements, Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area.

H. No Final Payment Until Approved. For any Public Improvement, DISTRICT or DEVELOPER, as applicable, shall forward all weekly construction tests and observation logs for the Public Improvement to the City Engineer. No final payment shall be made to the contractor for said Public Improvement until such final payment has been approved by the City Engineer.

Section 4

Use of DISTRICT Credit or Funds

A. Use of DISTRICT Credit or Funds. The credit or funds of DISTRICT shall not be used for the 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 "H" 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 "Source and Use of Funds" page of Exhibit "H" (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.

C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit "H", 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 "H", 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.

Section 5

Apportionment of Costs and Related Terms

A. Apportionment of Costs and Additional Terms.

(1) 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 the 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 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.

(2) Dedicated Street Construction. One hundred percent (100%) of the Entire Cost of all Dedicated Street construction shall be paid by special assessment against the Property Specially Benefited, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, 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.

iv. One hundred percent (100%) of the Cost of the improvements to Highway 370.

v. One hundred percent (100%) of the Cost of the Off-Site Frontier Road Improvements.

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

(3) Dedicated Street Right-of-Way Grading. One hundred percent (100%) of the Entire Cost of the Dedicated Street right-of-way grading, including Street Intersections, shall be privately financed by DEVELOPER, except that the Entire Cost of 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 Dedicated Streets and backfilling shall be specially assessed against the Property Specially Benefited within the Development Area, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, except that the Cost for coring and backfilling Dedicated Streets with a width in excess of twenty-five feet (25') inclusive of curb and gutters and Street Intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

(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 (excluding any Property Specially Benefited outside the corporate limits of DISTRICT), 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 the Property Specially Benefited within the Development Area, excluding any Property Specially Benefited outside the corporate limits of DISTRICT. 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, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, 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, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, 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 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 the Property Specially Benefited within the Development Area, excluding any Property Specially Benefited outside the corporate limits of DISTRICT. 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, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, or privately financed by DEVELOPER.

(8) Lighting System. One hundred percent (100%) 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) Off-Site Frontier Road Right-of-Way Acquisition and Designation. One hundred percent (100%) of the Cost of the Off-Site Frontier Road Right-of-Way acquisition and designation of the same as public right-of-way shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, subject to Section 10(I). The Cost of any disputes or litigation that may result from the

J

Off-Site Frontier Road Right-of-Way Acquisition and Designation incurred by DISTRICT shall be privately reimbursed to DISTRICT, as applicable, by DEVELOPER. DISTRICT and DEVELOPER further agree to indemnify CITY for any such Costs pursuant to Section 13(J).

(10) Sanitary Sewer Connection Fee. Fifty percent (50%) of the Sanitary Sewer Fee may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. The remaining balance shall be paid for privately by the individual lot owners at such time that said owner(s) apply for a building permit for any structure that requires connection to Sarpy County's sanitary sewer system.

(11) Sanitary Sewer Lines and Appurtenances. One hundred percent (100%) of the Entire Cost of all sanitary sewer lines and appurtenances located within the Development Area shall be paid by special assessment against the Property Specially Benefited, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, 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

ii. Fifty percent (50%) of the Entire Cost of exterior sewer casing outside the Development Area.

(12) Sediment Erosion Control and Detention (or Stormwater Detention). Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit "F". 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. Costs shall be defrayed as follows:

i. Twenty percent (20%) of the Cost of the land acquisition for the Permanent Detention Basins may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. The remaining eighty percent (80%) of the Cost of the Permanent Detention Basins shall be privately financed by DEVELOPER.

ii. 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.

iii. One hundred percent (100%) of the Cost of the permanent piping borne by general obligation of DISTRICT or privately financed by DEVELOPER.

iv. 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 maintained by DEVELOPER or to 370 North Property Owners Association, Inc. prior to annexation by CITY.

v. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER.

vi. One hundred percent (100%) of the Costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER.

vii. 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) Sidewalks. One hundred percent (100%) of the Entire Cost of the sidewalk installation may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

(14) 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, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, 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.

(15) Traffic Signal for 150th Street and Highway 370. In the event that a traffic signal is deemed Warranted at 150th Street and Highway 370, one hundred percent (100%) of

DISTRICT's Proportional Cost Share for the traffic signal at 150th Street and Highway 370 and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

(16) Water Service. One hundred percent (100%) of the pioneer main fee may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. One hundred percent (100%) of the Cost of the interior water mains and appurtenances shall be privately financed by DEVELOPER. Pursuant to Papillion Mun. Code § 170-20, one hundred percent (100%) of the Cost of 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.

Section 6
Privately Financed Public Improvements and Related Terms

A. Privately Financed Public Improvements. DEVELOPER, at its sole discretion, may cause one or more of the 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. In such an event, the following terms shall also apply:

(1) Notice of Intent. DEVELOPER must provide written notice to CITY of its intent to privately install and construct the applicable Public Improvements.

(2) 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.

(3) 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.

(4) Insurance. For any Privately Financed Public Improvement, 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 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 Public Improvements.

(5) No Final Payment Until Approved. For any Privately Financed Public Improvement, DEVELOPER shall forward all weekly construction tests and

observation logs for the Privately Financed Public Improvement(s) to the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.

(6) All Other Public Improvement Requirements Shall Apply. All other requirements contained in this Agreement which relate to the acquisition, construction, and installation of the Public Improvements shall still apply unless explicitly stated otherwise.

Section 7

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). 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 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). 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 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. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT 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, MUD, etc. This shall include, but not be limited to,

park land acquisition, pioneer water main fees, 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.

Section 8

Covenants, Representations, and Acknowledgments by CITY

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

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 9

Covenants, Representations, and Acknowledgments by DISTRICT

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

(1) 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.

(2) 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.

(3) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit "H". No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.

(4) 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.

(5) 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.

(6) 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.

(7) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all Property Specially Benefited, excluding any Property Specially Benefited outside the corporate limits of DISTRICT, as applicable, within six (6) months after the final acceptance of the 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.

(8) 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 5. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.

(9) 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, excluding any Property Specially Benefited outside the corporate limits of 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 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.

(10) 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.

(11) 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.

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

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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 10

Other Terms and Obligations

A. 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.

B. Building Permits. Building permits shall not be issued for any building until the construction and installation of all requisite Public Improvements to service 370 North is complete, excluding the Gas Distribution System and Electrical Power Service.

C. 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 and provide for over lot drainage. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.

D. 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.

E. 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.

F. Fees.

(1) Arterial Street Improvement Program (ASIP) Fee. All new building permits will be subject to the Arterial Street Improvement Program (ASIP) Fee as established in the Papillion Master Fee Schedule at the time of building permit application.

(2) 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.

(3) 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.

(4) Sanitary Sewer Connection Fees. Pursuant to Sarpy County's Sanitary Sewer Connection Fee Regulations, DISTRICT shall remit no less than the requisite Sanitary Sewer Connection Fees to Sarpy County prior to the filing of the Final Plat. Thereafter, any remaining Sanitary Sewer Connection Fees payable to Sarpy County shall be paid for privately by the individual lot owner(s) at such time that said owner(s) apply for a building permit from CITY for any structure that requires connection to Sarpy County's sanitary sewer system. The amount of the Sanitary Sewer Connection Fees remitted to Sarpy County prior to the filing of the Final Plat shall be calculated based on the rates established by Sarpy County in place at the time payment to Sarpy County is made. The amount of any remaining Sanitary

Sewer Connection Fees remitted thereafter, but prior to the issuance of any building permit from CITY, shall be calculated based on the rates established by Sarpy County in place at the time the remaining payment(s) to Sarpy County are made. As part of the building permit application to CITY, DEVELOPER, its successors, or assigns shall provide written documentation from Sarpy County that all requisite Sanitary Sewer Connection Fees have been remitted for the lot for which a building permit is being sought.

(5) Water Connection Fees. DEVELOPER, its successors, or assigns shall remit Water Connection Fees to Metropolitan Utilities District prior to the issuance of any building permit from CITY. The amount of the Water Connection Fees shall be calculated based on the rates established or otherwise agreed to by Metropolitan Utilities District. As part of the building permit application to CITY for which connection to the water system is required, DEVELOPER, its successors, or assigns shall provide written documentation from Metropolitan Utilities District that such fees have been remitted for the lot for which a building permit is being sought.

(6) 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.

G. Fire Hydrants. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.

H. 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.

I. Off-site Frontier Road Right-Of-Way and Off-Site Frontier Road Improvements. DISTRICT or DEVELOPER shall acquire the Off-Site Frontier Road Right-of-Way, as shown in Exhibit "C", and cause it to be designated as public right-of-way for the construction and installation of the Off-Site Frontier Road Improvements before commencing any work on any other Public Improvements. The following terms shall apply to such acquisition, construction, and installation:

(1) Acquisition of Off-Site Frontier Road Right-Of-Way. CITY acknowledges that, if not acquired by DEVELOPER, DISTRICT shall have the ability to acquire the Off-Site Frontier Road Right-of-Way by a number of different methods pursuant to Neb. Rev. Stat. § 31-736, subject to CITY's approval. Such acquisition, if carried out by DISTRICT, shall be subject to the following terms:

a. For the purposes of Neb. Rev. Stat. § 31-736, City Council's approval and execution of this Agreement shall be deemed to be CITY's approval of

DISTRICT's acquisition of such fee title, easements, or other interests in such property as may be required for the Off-Site Frontier Road Improvements so long as the acquired property matches the dimensions and legal description depicted in Exhibit "C".

b. The acquisition of the Off-Site Frontier Road Right-of-Way by DISTRICT or DEVELOPER shall be performed in compliance with all federal, state, and local laws; however, CITY shall assume no duty or obligation to review such acquisition or to ensure that such acquisition is performed in compliance with such laws. CITY's approval of DISTRICT's acquisition of the Off-Site Frontier Road Right-of-Way, as contained herein, shall be for the express limited purpose of ensuring that a connection between that portion of the Frontier Road right-of-way depicted in the Exhibit "B" and that portion of the Frontier Road right-of-way that was dedicated as part of the Prairie Corners Plat approved by Sarpy County shall be made before the construction of any other Public Improvement is approved.

c. In the event that DEVELOPER's or DISTRICT's acquisition of the Off-Site Frontier Road Right-of-Way results in any form of claim, action, or suit, or any other form of dispute against CITY, DEVELOPER and DISTRICT agree to fully indemnify CITY pursuant to Section 13(J).

(2) Construction and Installation of Off-Site Frontier Road Improvements. The Off-Site Frontier Road Improvements shall be constructed simultaneously with the Frontier Road improvements to be located within that portion of the Frontier Road right-of-way depicted in the Exhibit "B". All such Frontier Road improvements are depicted in Exhibit "D".

J. One Call Services.

(1) The Parties mutually agree that CITY shall provide public 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.

K. 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.

L. 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 150th Street and Highway 370 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.

M. Traffic Signal for 150th Street and Highway 370. In the event that a traffic signal is deemed Warranted at 150th Street and Highway 370, 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 the State of Nebraska or any other governmental authority authorized to assume lead agency for said improvements. DISTRICT shall enter into an Interlocal Cooperation Agreement with any other obligated Sanitary and Improvement Districts for installation of said traffic signal; provided; however, it is understood and agreed to by DISTRICT, DEVELOPER and CITY, that if DISTRICT finances all or a disproportionate share of installing the traffic signal, CITY, as a condition to CITY'S approval for any other Sanitary and Improvement District or any other private developer of the land proposed to be platted as I-80 – 370 Commerce as shown on Exhibit "I", shall require such Sanitary and Improvement Districts or private developers to proportionately reimburse DISTRICT for the cost of the traffic signal as identified within Exhibit "H" as "Pavement, Major (Highway 370, General Obligation)".

Section 11

Outlots in Private Ownership

A. Maintenance of Outlots. DEVELOPER shall be responsible for maintaining any outlot(s) within the Development Area, forming an association to maintain said outlot(s), or transferring ownership of said outlot(s) to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership.

B. Prohibition against Construction and Transfer of Title to Outlots. No building(s) shall be constructed on any outlot(s) within the Development Area. 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 of said outlot(s) to any entity other than 370 North Property Owners Association, Inc., DEVELOPER shall provide written notice to the transferee of the forgoing restriction which prohibits the construction of any buildings on any outlots within the Development

Area. Further, DEVELOPER shall provide CITY with notice of such intended transfer and a copy of the written notice that DEVELOPER provided to the transferee that no buildings can be constructed on said outlot.

C. Property Taxes. DEVELOPER agrees to pay all property taxes due for any outlot(s) owned by DEVELOPER, and DISTRICT agrees to pay all property taxes due for any outlot(s) owned by DISTRICT in a timely manner to prevent said outlot(s) from being offered at the Sarpy County tax sale. DEVELOPER and DISTRICT agree that ownership of Outlots A through E, inclusive, and all easements rights owned by DEVELOPER and DISTRICT within the Development Area, shall be either maintained by DEVELOPER or transferred to 370 North Property Owners Association, Inc. prior to annexation by CITY.

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. Property Owners Association. DEVELOPER agrees to cause the formation of a Property Owners Association ("the 370 North Property Owners Association") prior to the annexation of DISTRICT by CITY. This provision shall not be construed as a limitation on CITY's annexation authority, but rather as an obligation assumed by DEVELOPER.

C. Ownership of Outlots. DEVELOPER and DISTRICT agree that ownership of Outlots A through E, inclusive, any future outlots, and all easements rights owned by DEVELOPER or DISTRICT within the Development Area shall be transferred to the 370 North Property Owners Association prior to annexation by CITY.

D. Obligations upon Annexation. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:

(1) 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;

(2) 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;

(3) 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;

(4) 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;

(5) CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;

(6) CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and

(7) The laws, ordinances, powers, and government of CITY shall extend over the Development Area so annexed.

E. 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 12(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 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. Indemnity. DEVELOPER and DISTRICT agree to defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's employees, agents, contractors, subcontractors, or other representatives in relation to the development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

(1) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by DEVELOPER's or DISTRICT's breach, default, or failure to perform or properly perform any of DEVELOPER's or DISTRICT's obligations required by any warranty, representation, obligation, or responsibility arising out of state, federal, or local law, or from any provision of this Agreement;

(2) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's respective employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;

(3) Any injury, loss, or damage to any person occurring while said individual is on any premises within the Development Area;

(4) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way, by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents pursuant to Neb. Rev. Stat. § 31-736.

K. 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.

L. 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.

M. 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. Construction overruns and/or change orders totaling more than ten percent (10%) of any individual contract, as described in Exhibit "H", shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders.

N. 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:

(1) For DEVELOPER:

370 North, LLC
220 N. 89th Street, Suite 201
Omaha, NE 68114
Attn: Duane Dowd, Manager

Dowd Grain Company, Inc.
220 N. 89th Street, Suite 201
Omaha, NE 68114
Attn: Duane Dowd, President

(2) For DISTRICT:

Sanitary and Improvement District
No. 307 of Sarpy County, Nebraska
c/o FARNHAM AND SIMPSON PO LLP
220 N. 89th Street, Suite 201
Omaha, NE 68114
Attn: Jeffrey B. Farnham

(3) For CITY:

City Clerk

Ac

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.

O. 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.

P. 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 executed instrument.

Q. 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.

ATTEST:

Christine L. Myers, Deputy City Clerk

CITY OF PAPILLION, a Nebraska Municipal Corporation

By _____
David P. Black, Mayor

CITY SEAL

CITY OF PAPILLION CORPORATE SEAL MAY 9, 1883 NEBRASKA

Ad

SANITARY AND IMPROVEMENT DISTRICT
NO. 307 OF SARPY COUNTY, NEBRASKA

By_____
Duane Dowd, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, Chairman of Sanitary and Improvement District No. 307 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 28th day of February, 2017.

Andrea M Blevins
Notary Public

ANDREA M BLEVINS
State of Nebraska-General Notary
My Commission Expires
January 13, 2019

Ae

370 North, LLC, a Nebraska
limited liability company

By _____
Duane Dowd, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, Manager of 370 North, LLC, 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 28th day of February, 2017.

Andrea M Blevins
Notary Public

ANDREA M BLEVINS
State of Nebraska-General Notary
My Commission Expires
January 13, 2019

Dowd Grain Company, Inc., a Nebraska corporation

By _____
Duane Dowd, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, President of Dowd Grain Company Inc., a Nebraska corporation, 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 corporation.

Witness my hand and Notarial Seal this 28th day of February, 2017.

Andrea M Blevins
Notary Public

ANDREA M BLEVINS
State of Nebraska-General Notary
My Commission Expires
January 13, 2019

Ag

SUBDIVISION AGREEMENT
TABLE OF CONTENTS

INTRODUCTION STATEMENT

RECITALS

SECTIONS:

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

EXHIBITS:

A	Legal Description with Metes and Bounds
B	Final Plat
C	Off-Site Frontier Road Right-of-Way
D	Streets and Walks
E	Storm Sewers
F	Sanitary Sewer
G	Grading and Erosion Control Plan
H	Source and Use of Funds
I	I-80 – 370 Commerce

Ah

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 AND PART OF THE SW 1/4 OF SECTION 26, T14N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF SAID SW 1/4;

THENCE N00°07'37"W (ASSUMED BEARING) 122.19 FEET ON THE EAST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF HIGHWAY 370;

THENCE S89°43'00"W 1312.40 FEET ON THE NORTH LINE OF HIGHWAY 370;

THENCE S00°32'07"E 26.28 FEET ON THE NORTH LINE OF HIGHWAY 370;

THENCE S89°17'06"W 388.57 FEET ON THE NORTH LINE OF HIGHWAY 370;

THENCE N72°22'55"W 160.17 FEET ON THE NORTH LINE OF HIGHWAY 370;

THENCE S89°16'44"W 183.29 FEET ON THE NORTH LINE OF HIGHWAY 370 TO THE EAST LINE OF INTERSTATE 80;

THENCE NORTHEASTERLY ON THE EAST LINE OF INTERSTATE 80 ON THE FOLLOWING DESCRIBED TWELVE COURSES;

THENCE N00°42'54"W 27.54 FEET;

THENCE NORTHEASTERLY ON AN 1809.86 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N16°32'07"E, CHORD DISTANCE 1073.41 FEET, AN ARC DISTANCE OF 1089.80 FEET;

THENCE N34°48'57"E 185.94 FEET; THENCE N36°57'18"E 203.14 FEET;

THENCE N39°55'56"E 258.82 FEET; THENCE N44°38'41"E 340.39 FEET;

THENCE N46°51'30"E 296.32 FEET; THENCE N49°14'39"E 193.44 FEET;

THENCE N52°06'27"E 197.12 FEET; THENCE N50°07'26"E 98.05 FEET;

THENCE N47°38'03"E 209.59 FEET;

THENCE N49°46'35"E 78.50 FEET TO THE NORTH LINE OF SAID SW 1/4;

THENCE N89°31'10"E 284.09 FEET ON THE NORTH LINE OF SAID SW 1/4 TO THE NE CORNER THEREOF;

THENCE S00°06'52"E 1324.38 FEET ON THE EAST LINE OF SAID SW 1/4 TO THE NW CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID SECTION 26;

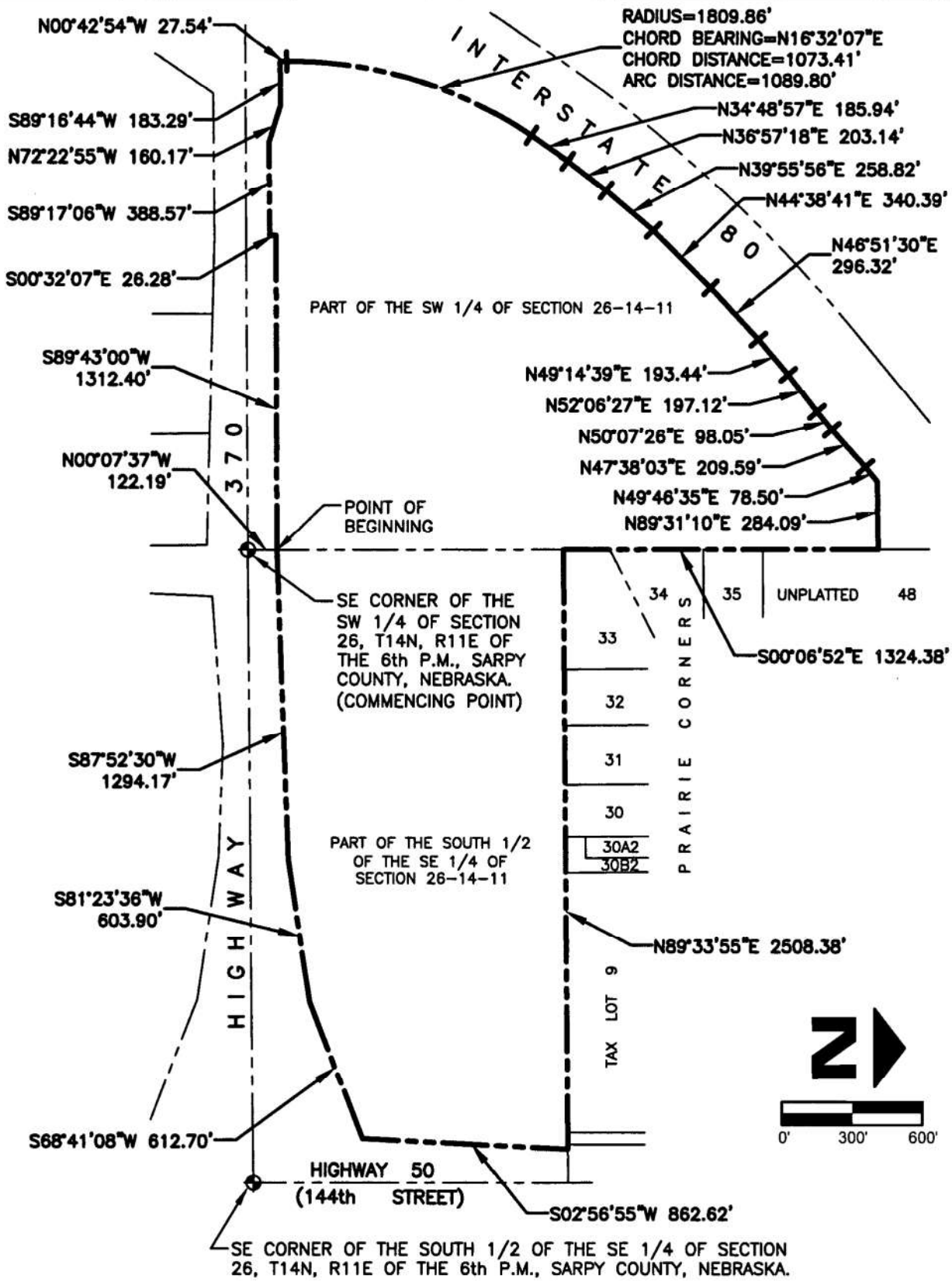
THENCE N89°33'55"E 2508.38 FEET ON THE NORTH LINE OF SAID SOUTH 1/2 TO THE WEST LINE OF HIGHWAY 50;

THENCE SOUTHWESTERLY ON THE WEST LINE OF HIGHWAY 50 AND ON THE NORTH LINE OF HIGHWAY 370 ON THE FOLLOWING DESCRIBED FOUR COURSES;

THENCE S02°56'55"W 862.62 FEET; THENCE S68°41'08"W 612.70 FEET; THENCE S81°23'36"W 603.90 FEET;

THENCE S87°52'30"W 1294.17 FEET TO THE POINT OF BEGINNING.

2/24/2017 1:29 PM MATT MALY H:\1200\1237-117 Duane Dowd - Auto Mall Industrial Park - I 80 and Hwy 370\Drawings\Archived Drawings\1237-117-DBrev EX.dwg



TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Job Number: 1237-117-DB(rev)
Date: JANUARY 4, 2017
Drawn By: RJR
Reviewed By: JDW
Revision Date: 01/12/2016

Legal Description with Metes and Bounds

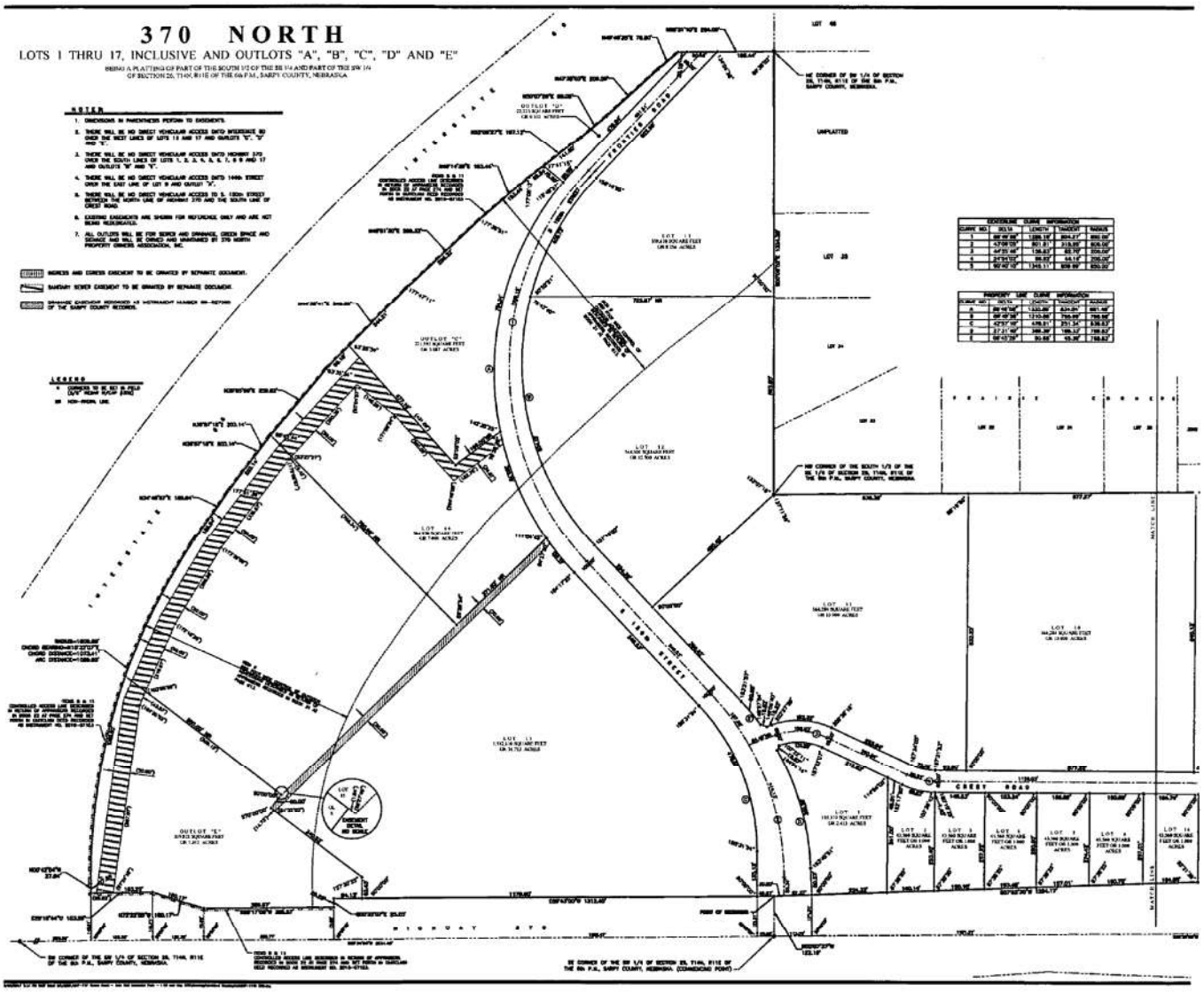
Exhibit A

Book
Page

370 NORTH

LOTS 1 THRU 17, INCLUSIVE AND OUTLOTS "A", "B", "C", "D" AND "E"

BEING A PLATTING OF PART OF THE SOUTH 1/2 OF THE SE 1/4 AND PART OF THE SW 1/4 OF SECTION 25, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA



TD2 engineering & surveying

Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 f 402.330.5866
td2co.com

370 NORTH
LOTS 1 THRU 17, INCLUSIVE
AND OUTLOTS "A, "B", "C", "D" AND "E"

No.	Description	Initial/Date

Job No.: A1237-117A
Drawn By: RJR
Reviewed By: JTW
Date: OCTOBER 13, 2016
Book:
Page:

CITY OF PAPILLION
SARPY COUNTY
FINAL PLAT

Exhibit B

370 NORTH

LOTS 1 THRU 17, INCLUSIVE AND OUTLOTS "A", "B", "C", "D" AND "E"

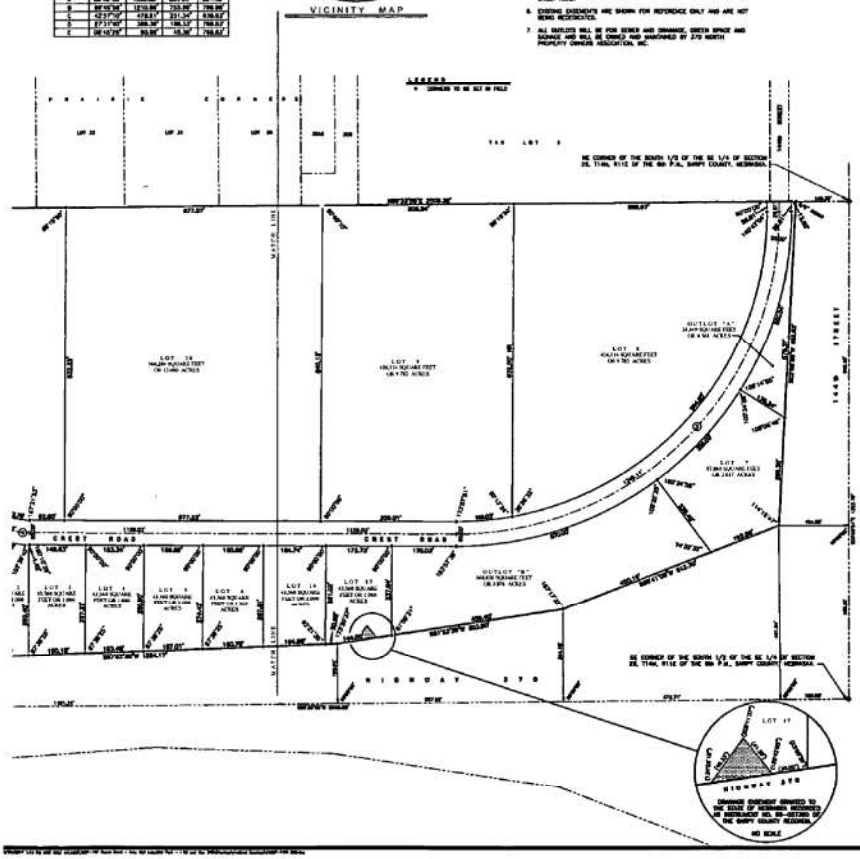
BEING A PLATTING OF PART OF THE SOUTH 1/2 OF THE SE 1/4 AND PART OF THE SW 1/4
OF SECTION 26, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA

CENTERLINE CURVE INFORMATION				
CURVE NO.	DELTA	LENGTH	TANGENT	RADIUS
1	39°49'29"	1386.13'	894.27'	2000.00'
2	42°06'29"	451.81'	313.55'	800.00'
3	90°00'00"	39.27'	25.00'	25.00'
4	24°54'05"	86.82'	44.18'	200.00'
5	89°46'10"	1,044.11'	666.44'	1164.00'

PROPERTY LINE CURVE INFORMATION				
CURVE NO.	DELTA	LENGTH	TANGENT	RADIUS
1	39°49'29"	1,338.39'	894.27'	1927.48'
2	89°46'10"	1,810.39'	1164.00'	1156.00'
3	42°31'49"	478.51'	251.34'	1,290.00'
4	27°31'49"	386.39'	196.13'	1,790.00'
5	24°46'10"	99.99'	50.36'	1,790.00'

NOTES

1. DIMENSIONS IN PARENTHESIS REFER TO DOCUMENTS.
2. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO INTERSTATE 80 OVER THE WEST LINES OF LOTS 16 AND 17 AND OUTLOTS "C", "D" AND "E".
3. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO HIGHWAY 370 OVER THE SOUTH LINES OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 17 AND OUTLOTS "B" AND "E".
4. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO 144th STREET OVER THE EAST LINE OF LOT 9 AND OUTLOT "A".
5. THERE WILL BE NO DIRECT VEHICULAR ACCESS TO S. 156th STREET BETWEEN THE NORTH LINE OF HIGHWAY 370 AND THE SOUTH LINE OF CREST ROAD.
6. EXISTING EASEMENTS ARE SHOWN FOR REFERENCE ONLY AND ARE NOT BEING RECONSTRUCTED.
7. ALL OUTLOTS WILL BE FOR SIGNS AND DRAINAGE, GREEN SPACE AND SIGNAGE AND WILL BE OWNED AND MAINTAINED BY 370 NORTH PROPERTY OWNERS ASSOCIATION, INC.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS WERE FOUND AT ALL CORNERS OF SAID SUBDIVISION AND THAT A BOND WILL POSTED WITH THE CITY OF PAPILLION TO ENSURE THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS 370 NORTH, LOTS 1 THRU 17, INCLUSIVE, AND OUTLOTS "A", "B", "C", "D" AND "E", BEING A PLATTING OF PART OF THE SOUTH 1/2 OF THE SE 1/4 AND PART OF THE SW 1/4 OF SECTION 26, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF SAID SW 1/4;

THENCE N00°02'37"E (ASSUMED BEARING) 123.16 FEET ON THE EAST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF HIGHWAY 370;

THENCE S89°43'58"W 1,313.40 FEET ON THE NORTH LINE OF HIGHWAY 370; THENCE S89°43'55"W 39.99 FEET ON THE NORTH LINE OF HIGHWAY 370;

THENCE S89°17'56"W 999.97 FEET ON THE NORTH LINE OF HIGHWAY 370; THENCE N01°02'04"W 100.17 FEET ON THE NORTH LINE OF HIGHWAY 370;

THENCE S89°16'14"W 163.25 FEET ON THE NORTH LINE OF HIGHWAY 370 TO THE EAST LINE OF RIDGEVALE RD;

THENCE NORTHERLY ON THE EAST LINE OF RIDGEVALE RD ON THE FOLLOWING DESCRIBED NINE COURSES;

THENCE N00°43'56"W 37.84 FEET;

THENCE NORTHERLY ON AN 1850.08 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N06°33'05"E, CHORD DISTANCE 1073.41 FEET, AN ARC DISTANCE OF 1088.89 FEET;

THENCE N23°10'07"E 1,639.84 FEET; THENCE N39°53'16"E, 259.14 FEET;

THENCE N39°35'39"E 239.62 FEET; THENCE N44°36'41"E, 245.36 FEET;

THENCE N49°31'39"E 299.32 FEET; THENCE N49°14'39"E 163.44 FEET;

THENCE N52°08'37"E 197.13 FEET; THENCE N55°57'56"E 66.09 FEET;

THENCE N47°26'53"E 638.36 FEET;

THENCE N00°49'26"E 19.00 FEET TO THE NORTH LINE OF SAID SW 1/4;

THENCE N89°31'18"E 264.09 FEET ON THE NORTH LINE OF SAID SW 1/4 TO THE NE CORNER THEREOF;

THENCE S00°06'39"E 1324.26 FEET ON THE EAST LINE OF SAID SW 1/4 TO THE NW CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID SECTION 26;

THENCE N89°43'58"E 2,668.36 FEET ON THE NORTH LINE OF SAID SOUTH 1/2 TO THE WEST LINE OF HIGHWAY 85;

THENCE SOUTHERLY ON THE WEST LINE OF HIGHWAY 85 AND ON THE NORTH LINE OF HIGHWAY 370 ON THE FOLLOWING DESCRIBED FOUR COURSES;

THENCE S00°06'39"E 663.63 FEET; THENCE S89°11'39"E 813.39 FEET; THENCE S87°32'39"E 663.66 FEET;

THENCE S87°56'30"E 1264.17 FEET TO THE POINT OF BEGINNING.

OCTOBER 13, 2016
DATE

JAMES D. BRUNER
NEBRASKA RLS 306

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, DOMO BRAE COMPANY, INC., A NEBRASKA CORPORATION OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENCIRCLED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS AND OUTLOTS TO BE NAMED, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS 370 NORTH, AND DO DO HEREBY GRANT AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON SAID PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE, THE STREETS AS SHOWN HEREON, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE SARPY PUBLIC POWER DISTRICT, CENTURY LINK LD, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA, AS IN SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS, IN CREST, SPECIFIC, MARGINAL, REPAIR, AND SCREEN POLES, WIRES, CONDUITS, AND APPURTENANCES THEREOF, UNDERGROUND CABLES AND CONDUITS, AND ANCHORS, UNDER THE OUTLOTS AS DESIGNATED FOR THE PURPOSES AND TRANSMISSION OF ELECTRICITY FOR LIGHT, HEAT AND POWER AND TELEPHONE AND TELEVISION PURPOSES OVER ALL STREETS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RESCEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LOT LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO SIX EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SUBDIVIDED, PLATTED AND ACCEPTED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES. PERPETUAL EASEMENTS ARE HEREBY GRANTED TO THE CITY OF PAPILLION AND BLACK HILLS/NEBRASKA GAS UTILITY, LLC, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REMOVE PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE DISTRIBUTION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ADJOINING ALL STREETS.

WE, THE UNDERSIGNED OWNERS, HEREBY, RELEASE AND COVENANT ABOVE VALUES RELATIVE TO THE PLACING AND USE OF UTILITIES, AND THE LAYING, USE, MAINTENANCE, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH AFORESAID USES OR RIGHTS HEREIN GRANTED.

DOMO BRAE COMPANY, INC.
A NEBRASKA CORPORATION

BY:
DUANE J. DOMO, PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2017 BY DUANE J. DOMO, PRESIDENT OF DOMO BRAE COMPANY, INC., A NEBRASKA CORPORATION ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT AS OF SAID ____ DAY OF _____, 2017.

SARPY COUNTY TREASURER

Mortgage Release Stamp

APPROVAL BY PAPILLION CITY PLANNING COMMISSION

THIS PLAT OF 370 NORTH WAS APPROVED BY THE PAPILLION CITY PLANNING COMMISSION, OF THE CITY OF PAPILLION, NEBRASKA ON THIS ____ DAY OF _____, 2017.

CHAIRMAN, PAPILLION CITY PLANNING COMMISSION

APPROVAL OF PAPILLION CITY COUNCIL

THIS PLAT OF 370 NORTH WAS APPROVED AND ACCEPTED BY THE PAPILLION CITY COUNCIL, OF THE CITY OF PAPILLION, NEBRASKA ON THIS ____ DAY OF _____, 2017, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ELIZABETH BUTLER, CITY CLERK

DAVID P. BLACK, MAYOR

APPROVAL BY PAPILLION CITY ENGINEER

THIS PLAT OF 370 NORTH WAS APPROVED BY THE PAPILLION CITY ENGINEER OF THE CITY OF PAPILLION, NEBRASKA ON THIS ____ DAY OF _____, 2017.

JEFFREY L. THOMPSON, PE, CFM, DAF
PAPILLION CITY ENGINEER

REVIEW BY THE SARPY COUNTY PUBLIC WORKS

THIS PLAT OF 370 NORTH WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS ____ DAY OF _____, 2017.

COUNTY SURVEYOR/ENGINEER

TD2 engineering & surveying

Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 f 402.330.5866
td2co.com

370 NORTH
LOTS 1 THRU 17, INCLUSIVE
AND OUTLOTS "A", "B", "C", "D" AND "E"

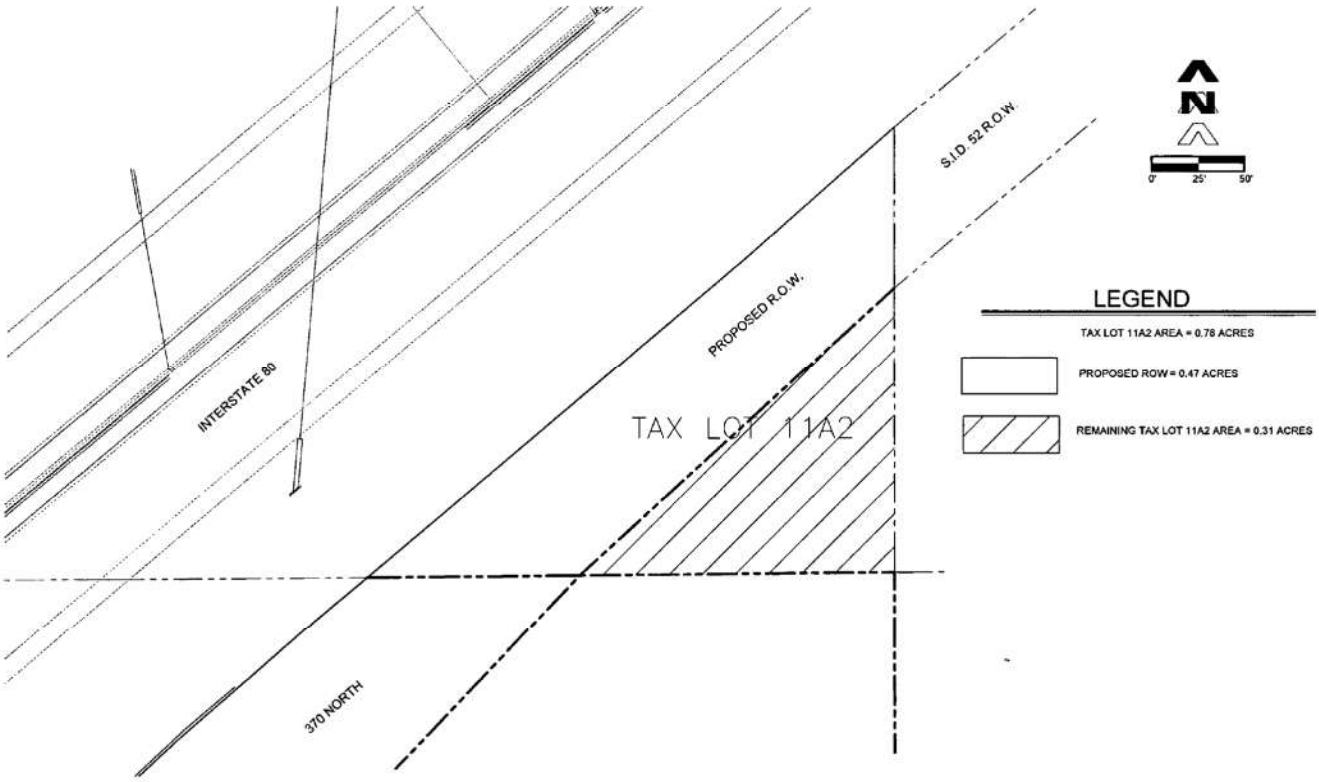
No.	Description	Date

Job No.: A1237-117A
Drawn By: RJR
Reviewed By: JDW
Date: OCTOBER 13, 2016
Book:
Page:

CITY OF PAPILLION
SARPY COUNTY
FINAL PLAT

Exhibit B

AK



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd.
Omaha, NE 68154
p 402.330.8860 www.td2co.com

370 North

370 North, LLC

Off-Site Frontier Road Right-of-Way

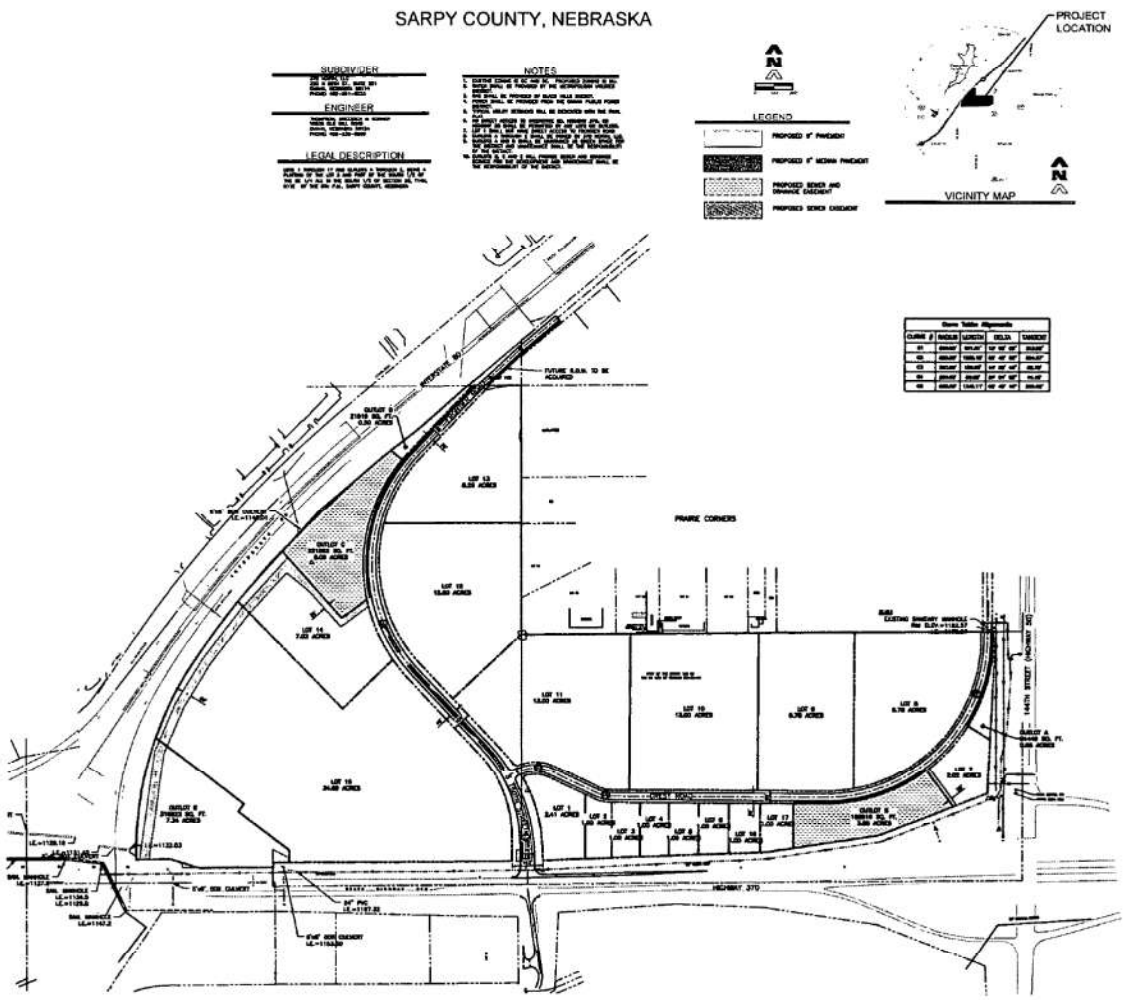
Exhibit C

A1

370 NORTH

LOTS 1 THROUGH 17 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA



TD2 engineering & surveying

Dorgison, dreessen & dorter, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

370 North

370 North, LLC

Streets and Walks

Exhibit D

Am

370 NORTH

LOTS 1 THROUGH 17 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA

SUBDIVIDER

ENGINEER

LEGAL DESCRIPTION

NOTES

LEGEND

PROPOSED SANITARY SEWER

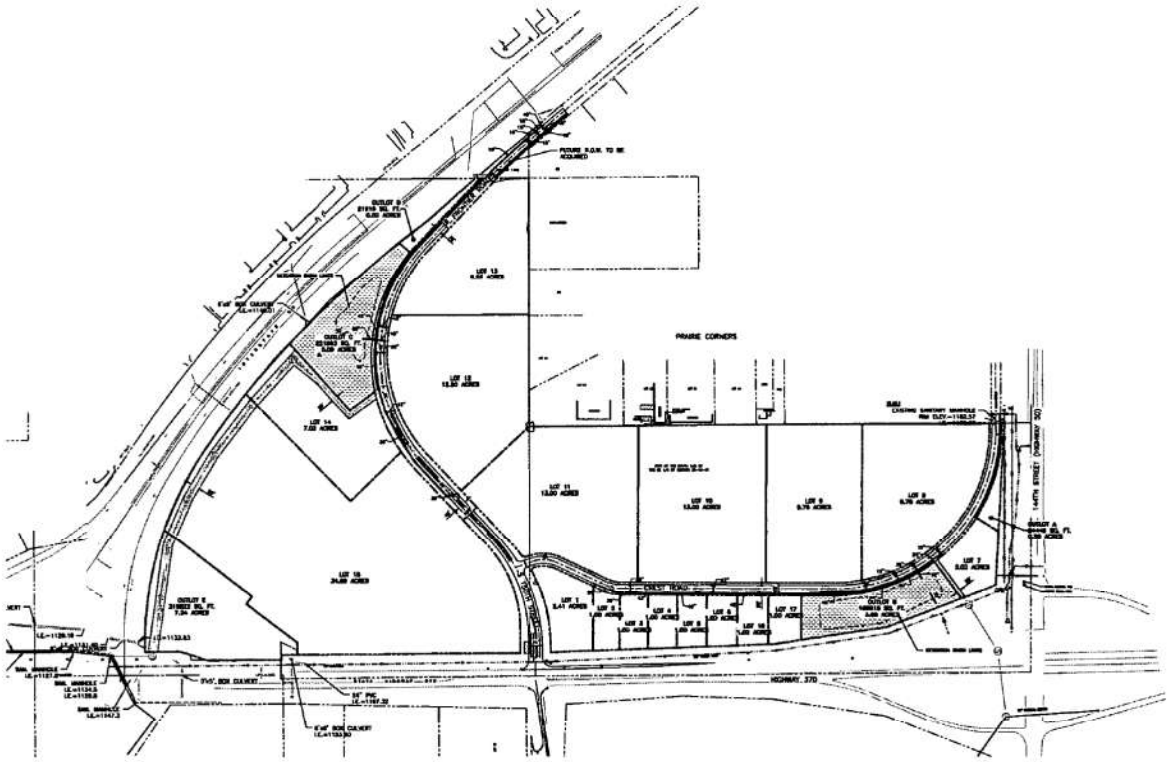
PROPOSED STORM SEWER

PROPOSED SEWER AND DRAINAGE EASEMENT

PROPOSED SEWER EASEMENT

PROJECT LOCATION

VICINITY MAP



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

370 North

370 North, LLC

Storm Sewers

Exhibit E

A1

370 NORTH

LOTS 1 THROUGH 17 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA

SUBDIVIDER

ENGINEER

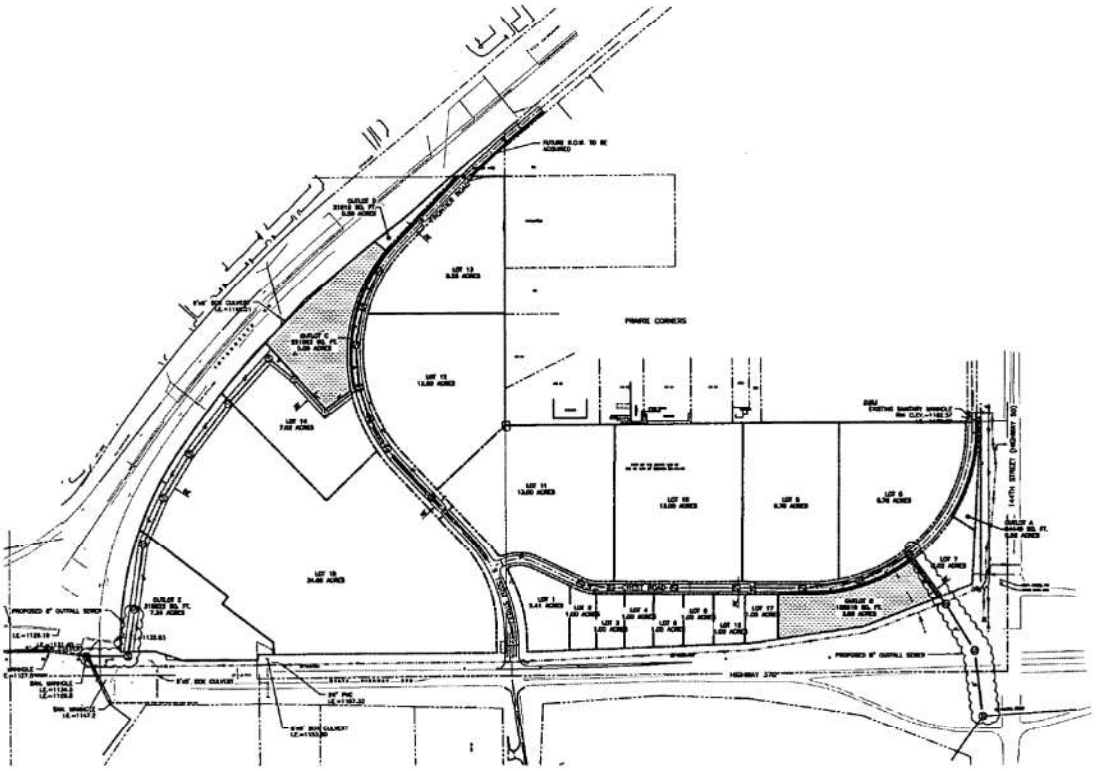
LEGAL DESCRIPTION

NOTES

LEGEND

PROJECT LOCATION

VICINITY MAP



TD2 engineering & surveying

Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

370 North

370 North, LLC

Sanitary Sewer

Exhibit F

A0

370 NORTH

LOTS 1 THROUGH 17 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA

SUBDIVIDER

ENGINEER

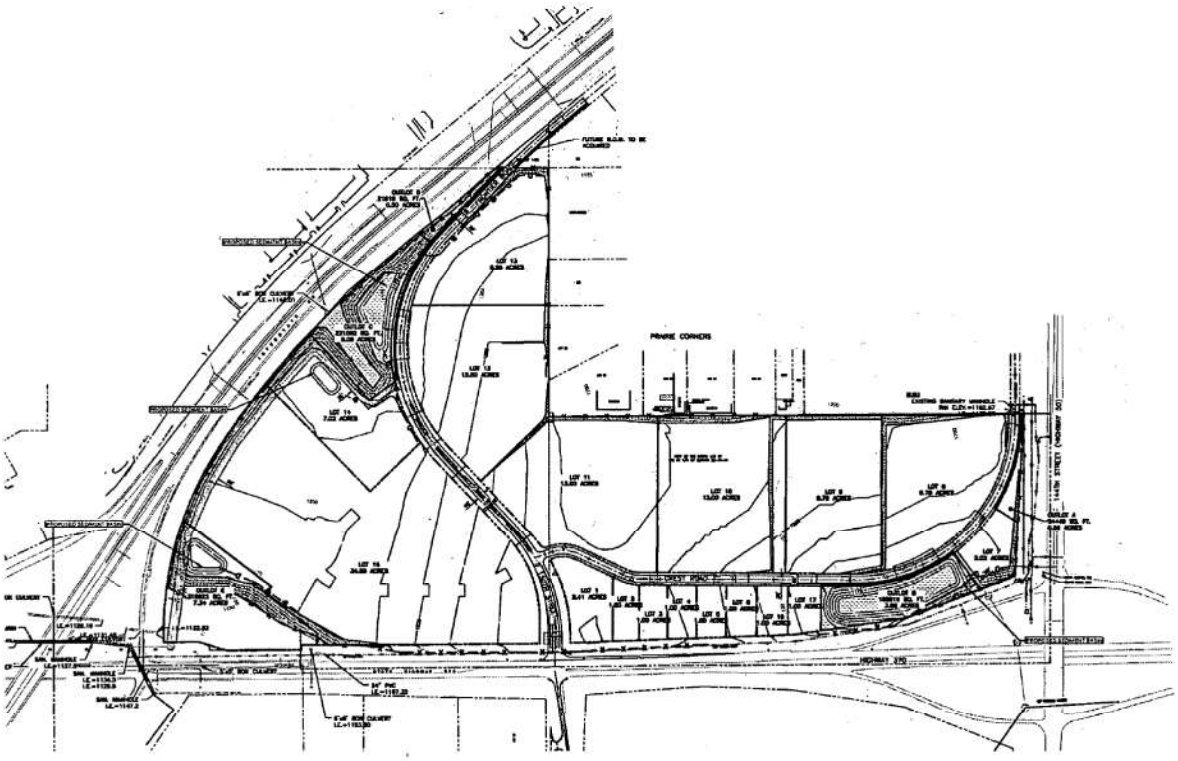
LEGAL DESCRIPTION

NOTES

LEGEND

PROJECT LOCATION

VICINITY MAP



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

370 North

370 North, LLC

Grading and Erosion Control Plan

Exhibit G

Ap

EXHIBIT H

Name of Addition **370 North TOTAL** SID # **307**

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Quantity		Proposed Improvements Construction Cost	Total[1] Cost	General Obligation (GO)	Special Assessed	Financing[2] Reimbursable	Private
Storm Sewer								
Storm Sewer	4,270	LF	$1,014,300	$1,427,000	$1,427,000		$61,800 [6]	
PCSMP	8	AC	$326,800	$459,900	92,000			$367,900
Sanitary Sewer								
Exterior Sewer	1,090	LF	$547,000	$769,500	322,800 [7]	$446,700		
Interior Sewer	7,980	LF	$508,900	$715,900				$715,900
Connection Fees	145	AC	$798,600	$798,600	$798,600 [5]			
Paving								
Interior	29,560	SY	$1,456,800	$2,049,800	$1,218,000	$831,800	$61,800 [6]	
Highway 370 Imp.	1,840	SY	$407,000	$572,600	$572,600		$125,000 [4]	
Sidewalk								
Interior	1,820	SY	$90,000	$130,300	$130,300			
Parks								
City Review Fee		LS	$47,500	$47,500	$47,500			
Water (Per MUD 1/8/16)								
Pioneer Main Fee		LS	$428,000	$508,000	$508,000			
Exterior		LS						
Interior		LS	$522,000	$652,400				$652,400
Gas								
Interior								
Electricity[3]	145.22	AC	$520,000	$649,700				$649,700
Total			$6,666,900	$8,781,200	$5,116,800	$1,278,500	$248,600	$2,385,900

[1] Total cost includes engineering fees and administrative fees
[2] Attach a statement of assumptions as basis for preliminary projections.
[3] Indicate any need to relocate on or off-site lines.
[4] 50% of Traffic Light Improvements reimbursable
[5] 50% of Sewer Connection Fees to be paid by the District (GO) at the time of platting (Remaining sewer connection fees to be paid for privately at the time of building permit)
[6] 33% of Frontied Rd improvements reimbursable (Sarpy County)
[7] 50% of Exterior Sewer casing shall be considered GO of the District. Remaining Exterior Sewer costs shall be special ass.

TOTAL G.O. Debt (Phase 1 + Phase 2)	$ 5,116,800
Less Reimbursables	$ (248,600)
	$ 4,868,200
TOTAL Valuation (Phase 1 + Phase 2)	$ 137,875,330
TOTAL Debt Ratio	3.53%

Date December 12, 2016

Ag

Ar

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

GRADING (PRIVATE)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Clearing and Grubbing	1	LS	$40,000.00	$40,000.00
2	Common Earthwork	630,000	CY	$1.70	$1,071,000.00
3	Topsoil (Moved Twice)	151,000	CY	$1.70	$256,700.00
4	Silt Fence	10,540	LF	$3.00	$31,620.00
5	Temporary Seeding	130	AC	$600.00	$78,000.00
6	NDOR Permanent Type "B" Seeding	64,690	SY	$0.50	$32,345.00
7	Erosion Control Matting	64,690	SY	$1.50	$97,035.00
	Contingency (5%)				$80,335.00
	Estimated Construction Costs				$1,687,035.00
	Estimated Soft Costs				
	Engineering Fees, 10%				$168,703.50
	Legal Fees, 0%				$0.00
	Warrant Interest, 0%				$0.00
	Warrant Fee, 0%				$0.00
	Total Estimated Soft Costs				$168,703.50
	Total Estimated Costs				$1,855,738.50

As

370 North Total
TD2 NO: 1237-117
DATE: November 9th, 2016

STORM SEWER (GENERAL OBLIGATION)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	15-inch RCP Storm Sewer	250	LF	$50.00	$12,500.00
2	18-inch RCP Storm Sewer	420	LF	$55.00	$23,100.00
3	24-inch RCP Storm Sewer	400	LF	$70.00	$28,000.00
4	30-inch RCP Storm Sewer	200	LF	$90.00	$18,000.00
5	36-inch RCP Storm Sewer	1,320	LF	$125.00	$165,000.00
6	42-inch RCP Storm Sewer	480	LF	$165.00	$79,200.00
7	48-inch RCP Storm Sewer	730	LF	$200.00	$146,000.00
8	54-inch RCP Storm Sewer	-	LF	$250.00	$0.00
9	Storm Manhole, 60-inch I.D.	1	EA	$6,000.00	$6,000.00
10	Storm Manhole, 72-inch I.D.	2	EA	$10,000.00	$20,000.00
11	Storm Manhole, 84-inch I.D.	1	EA	$15,000.00	$15,000.00
12	Storm Manhole, 96-inch I.D.	-	EA	$20,000.00	$0.00
13	Standard Ring and Cover	4	EA	$800.00	$3,200.00
14	Curb Inlets	21	EA	$3,500.00	$73,500.00
15	Area Inlets	-	EA	$2,500.00	$0.00
16	Flared End Sections	4	EA	$4,500.00	$18,000.00
17	Headwall for 48" Pipe	2	EA	$2,500.00	$5,000.00
18	Rip-rap	500	TON	$50.00	$25,000.00
19	PCSMP Seed Mixture	14,630	SY	$1.00	$14,630.00
20	Erosion Control Matting	14,630	SY	$1.50	$21,945.00
21	PCSMP Outlet Structure	2	EA	$15,000.00	$30,000.00
	Contingency (5%)				$35,203.75
	Estimated Construction Costs				$1,014,168.75
	Estimated Soft Costs				
	Engineering Fees, 21%				$212,975.44
	Legal Fees, 5%				$50,708.44
	Warrant Interest, 1 Yrs. @ 8%				$81,133.50
	Warrant Fee, 5%				$67,949.31
	Total Estimated Soft Costs				$412,766.68
	Total Estimated Costs				$1,426,935.43

A+

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

PCSMP LAND ACQUISITION (20% GENERAL OBLIGATION, 80% PRIVATE)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Land Acquisition	7.78	AC	$40,000.00	$311,200.00
	Contingency (5%)				$15,560.00
	Estimated Construction Costs				$326,760.00
	Estimated Soft Costs				
	Engineering Fees, 21%				$68,619.60
	Legal Fees, 5%				$16,338.00
	Warrant Interest, 1 Yrs. @ 8%				$26,140.80
	Warrant Fee, 5%				$21,892.92
	Total Estimated Soft Costs				$132,991.32
	Total Estimated Costs				$459,751.32

Au

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

SANITARY SEWER - INTERIOR (PRIVATE)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	6-inch San. Swr. w/ Crushed Rock Bedding	1,020	LF	$35.00	$35,700.00
2	8-inch San. Swr. w/ Crushed Rock Bedding	6,960	LF	$35.00	$243,600.00
3	18-inch O.D. Welded Steel Casing	-	LF	$150.00	$0.00
4	Bore and Jack 18-inch O.D. Welded Steel Casing	-	LF	$350.00	$0.00
5	Wyes or Slants	25	EA	$150.00	$3,750.00
6	54" I.D. Sanitary Sewer Manhole	390	VF	$450.00	$175,500.00
7	Standard Ring & Cover	27	EA	$800.00	$21,600.00
8	Tap Existing Sewer Line	-	EA	$4,000.00	$0.00
9	Crushed Rock, Unstable Trench	100	TON	$40.00	$4,000.00
10	Geotextile Fabric, Unstable Trench	100	SY	$3.50	$350.00
	Contingency (5%)				$24,225.00
	Estimated Construction Costs				$508,725.00
	Estimated Soft Costs				
	Engineering Fees, 21%				$106,832.25
	Legal Fees, 5%				$25,436.25
	Warrant Interest, 1 Yrs. @ 8%				$40,698.00
	Warrant Fee, 5%				$34,084.58
	Total Estimated Soft Costs				$207,051.08
	Total Estimated Costs				$715,776.08

Av

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

EXTERIOR SANITARY SEWER (CASING COSTS SHALL BE GENERAL OBLIGATION)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	8-inch San. Swr. w/ Crushed Rock Bedding	1,090	LF	$35.00	$38,150.00
2	18-inch O.D. Welded Steel Casing	450	LF	$150.00	$67,500.00
3	Bore and Jack 18-inch O.D. Welded Steel Casing	1,090	LF	$350.00	$381,500.00
4	54" I.D. Sanitary Sewer Manhole	50	VF	$450.00	$22,500.00
5	Standard Ring & Cover	4	EA	$800.00	$3,200.00
6	Tap Existing Manhole/Stub	2	EA	$4,000.00	$8,000.00
	Contingency (5%)				$26,042.50
	Estimated Construction Costs				$508,725.00
	Estimated Soft Costs				
	Engineering Fees, 21%				$114,847.43
	Legal Fees, 5%				$27,344.63
	Warrant Interest, 1 Yrs. @ 8%				$43,751.40
	Warrant Fee, 5%				$36,641.80
	Total Estimated Soft Costs				$222,585.25
	Total Estimated Costs				$769,477.75

Aw

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

SANITARY SEWER OUTFALL FEES

- Outfall Sewer Fees will be paid at the time of building permit

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Sewer Connection Fees	145.22	AC	$0.00	$0.00

Estimated Construction Costs	$0.00
Estimated Soft Costs	
Engineering Fees, 0%	$0.00
Legal Fees, 5%	$0.00
Warrant Interest, 1 Yrs. @ 8%	$0.00
Warrant Fee, 5%	$0.00
Total Estimated Soft Costs	$0.00
Total Estimated Costs	$798,600.00

Ax

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

PAVEMENT, MAJOR (SPECIAL ASSESED)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	6-inch Median Pavement	-	SY	$35.00	$0.00
2	9-inch PCC Pavement	12,080	SY	$45.00	$543,600.00
3	Common Excavation	4,840	CY	$4.00	$19,360.00
4	5" Wide (White) Striping	-	LF	$4.00	$0.00
5	5" Wide (Yellow) Striping	-	LF	$4.00	$0.00
6	12" Wide (White) Striping	-	LF	$14.00	$0.00
7	Preformed Pavement Marking Symbol	-	EA	$400.00	$0.00
8	Adjust Manhole	-	EA	$350.00	$0.00
9	Street Signs	-	EA	$200.00	$0.00
	Contingency (5%)				$28,148.00
	Estimated Construction Costs				$591,108.00
	Estimated Soft Costs				
	Engineering Fees, 21%				$124,132.68
	Legal Fees, 5%				$29,555.40
	Warrant Interest, 1 Yrs. @ 8%				$47,288.64
	Warrant Fee, 5%				$39,604.24
	Total Estimated Soft Costs				$240,580.96
	Total Estimated Costs				$831,688.96

Ay

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

PAVEMENT, MAJOR (GENERAL OBLIGATION)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	6-inch Median Pavement	1,390	SY	$35.00	$48,650.00
2	9-inch PCC Pavement	16,090	SY	$45.00	$724,050.00
3	Common Excavation	6,990	CY	$4.00	$27,960.00
4	5" Wide (White) Striping	1,280	LF	$4.00	$5,120.00
5	5" Wide (Yellow) Striping	-	LF	$4.00	$0.00
6	12" Wide (White) Striping	-	LF	$14.00	$0.00
7	Preformed Pavement Marking Symbol	9	EA	$400.00	$3,600.00
8	Pavement Removal	400	SY	$20.00	$8,000.00
9	Adjust Manhole	20	EA	$350.00	$7,000.00
10	Street Signs	-	EA	$200.00	$0.00
	Contingency (5%)				$41,219.00
	Estimated Construction Costs				$865,599.00
	Estimated Soft Costs				
	Engineering Fees, 21%				$181,775.79
	Legal Fees, 5%				$43,279.95
	Warrant Interest, 1 Yrs. @ 8%				$69,247.92
	Warrant Fee, 5%				$57,995.13
	Total Estimated Soft Costs				$352,298.79
	Total Estimated Costs				$1,217,897.79

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

PAVEMENT, MAJOR (HIGHWAY 370, GENERAL OBLIGATION)

- 50% of Traffic Light Improvements Reimbursible

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Traffic Control	1	LS	$20,000.00	$20,000.00
2	6-inch Median Pavement	-	SY	$35.00	$0.00
3	9-inch PCC Pavement	1,840	SY	$45.00	$82,800.00
4	Common Excavation	740	CY	$4.00	$2,960.00
5	18-inch Tie Bars	380	EA	$7.00	$2,660.00
6	Adjust Manhole	-	EA	$350.00	$0.00
7	5" Wide (White) Striping	1,160	LF	$4.00	$4,640.00
8	5" Wide (Yellow) Striping	-	LF	$4.00	$0.00
9	12" Wide (White) Striping	-	LF	$14.00	$0.00
10	Preformed Pavement Marking Symbol	10	EA	$400.00	$4,000.00
11	Pavement Removal	890	SY	$20.00	$17,800.00
12	NDOR Type "B" Seed Mix	1,340	SY	$0.50	$670.00
13	Erosion Control Matting	1,340	SY	$1.50	$2,010.00
14	Traffic Light Improvements	1	LS	$250,000.00	$250,000.00
15	Street Signs	-	EA	$200.00	$0.00
	Contingency (5%)				$19,377.00
	Estimated Construction Costs				$406,917.00

Estimated Soft Costs

Engineering Fees, 21%	$85,452.57
Legal Fees, 5%	$20,345.85
Warrant Interest, 1 Yrs. @ 8%	$32,553.36
Warrant Fee, 5%	$27,263.44
Total Estimated Soft Costs	$165,615.22
Total Estimated Costs	$572,532.22

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

SIDEWALK PAVEMENT (GENERAL OBLIGATION)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	5" P.C.C. Sidewalk Pavement	1,820	SY	$40.00	$72,800.00
2	Handicap Ramps	16	EA	$800.00	$12,800.00
	Contingency (5%)				$4,280.00
	Estimated Construction Costs				$89,880.00
	Estimated Soft Costs				
	Engineering Fees, 25%				$22,470.00
	Legal Fees, 5%				$4,494.00
	Warrant Interest, 1 Yrs. @ 8%				$7,190.40
	Warrant Fee, 5%				$6,201.72
	Total Estimated Soft Costs				$40,356.12
	Total Estimated Costs				$130,236.12

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

PER M.U.D. ON 1/8/16

WATER, INTERIOR (PRIVATE)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Interior Water Mains	2	LS	$522,000.00	$522,000.00

Estimated Construction Costs	$522,000.00
Estimated Soft Costs	
Engineering Fees, 6%	$31,320.00
Legal Fees, 5%	$26,100.00
Warrant Interest, 1 Yrs. @ 8%	$41,760.00
Warrant Fee, 5%	$31,059.00
Total Estimated Soft Costs	$130,239.00
Total Estimated Costs	$652,239.00

Bc

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

NO EXTERIOR MAINS REQUIRED BY M.U.D.

WATER, EXTERIOR (GENERAL OBLIGATION)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Exterior Water Mains	-	LS	$0.00	$0.00
2	Connection Charges	-	LS	$0.00	$0.00

Estimated Construction Costs	$0.00
Estimated Soft Costs	
Engineering Fees, 6%	$0.00
Legal Fees, 5%	$0.00
Warrant Interest, 1 Yrs. @ 8%	$0.00
Warrant Fee, 5%	$0.00
Total Estimated Soft Costs	$0.00
Total Estimated Costs	$0.00

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

PER M.U.D. ON 1/8/16

WATER, PIONEER MAIN FEE (GENERAL OBLIGATION)

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Pioneer Main Fee	2	LS	$428,000.00	$428,000.00

Estimated Construction Costs	$428,000.00
Estimated Soft Costs	
Engineering Fees, 0%	$0.00
Legal Fees, 5%	$21,400.00
Warrant Interest, 1 Yrs. @ 8%	$34,240.00
Warrant Fee, 5%	$24,182.00
Total Estimated Soft Costs	$79,822.00
Total Estimated Costs	$507,822.00

Be

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

GAS, SPECIAL ASSESS

Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Total	-		$0.00	$0.00

Estimated Construction Costs	$0.00
Estimated Soft Costs	
Engineering Fees, 3%	$0.00
Legal Fees, 5%	$0.00
Warrant Interest, 1 Yrs. @ 8%	$0.00
Warrant Fee, 5%	$0.00
Total Estimated Soft Costs	$0.00
Total Estimated Costs	$0.00

370 North Total
TD2 NO: 1237-117
DATE: November 15th, 2016

POWER (PRIVATE)

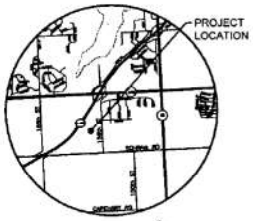
Item	Description	Approximate Quantity	Unit	Unit Price	Total
1	Comm/Industrial Backbone	145	AC	$3,580.00	$519,894.82

Estimated Construction Costs	$519,894.82
Estimated Soft Costs	
Engineering Fees, 6%	$31,193.69
Legal Fees, 5%	$25,994.74
Warrant Interest, 1 Yrs. @ 8%	$41,591.59
Warrant Fee, 5%	$30,933.74
Total Estimated Soft Costs	$129,713.76
Total Estimated Costs	$649,608.57

I 80 - 370 COMMERCE

LOTS 1 THROUGH 15 AND OUTLOTS A THROUGH D

SARPY COUNTY, NEBRASKA



VICINITY MAP

SUBDIVIDER

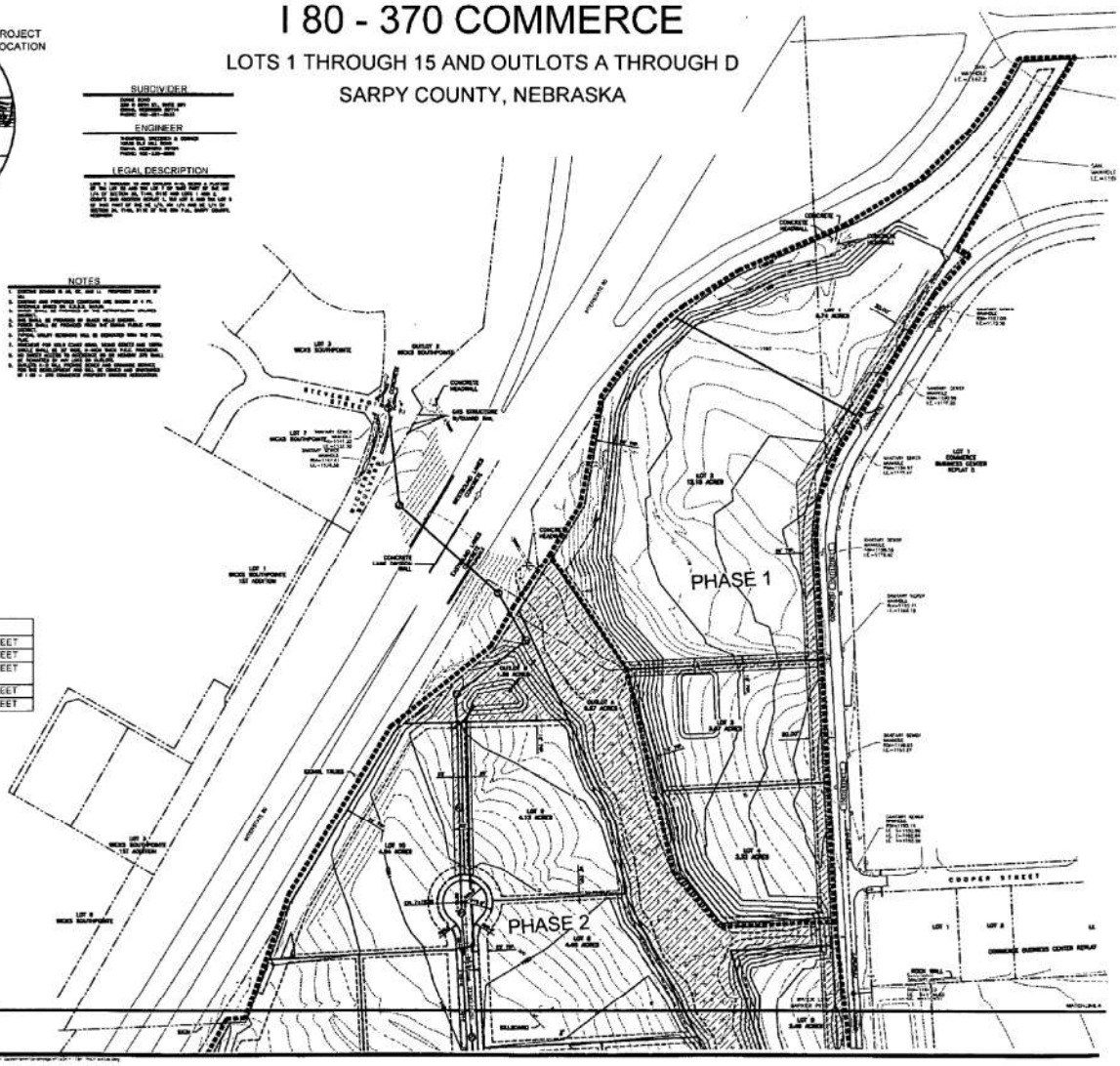
ENGINEER

LEGAL DESCRIPTION

LEGEND

NOTES

TYPICAL SETBACKS	
FRONT YARD	25 FEET
STREET SIDE	25 FEET
STREET SIDE YARD AND LANDSCAPE BUFFER ALONG INTERSTATE 80	50 FEET
INTERIOR SIDE YARD	10 FEET
REAR YARD	15 FEET



TD2 engineering & surveying

Thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

I 80 - 370 Commerce

Dowd Grain Co.

I 80 - 370 Commerce

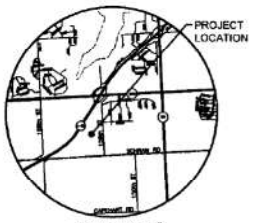
Exhibit I

89

I 80 - 370 COMMERCE

LOTS 1 THROUGH 15 AND OUTLOTS A THROUGH D

SARPY COUNTY, NEBRASKA



TYPICAL SETBACKS	
FRONT YARD	25 FEET
STREET SIDE	25 FEET
STREET SIDE YARD AND LANDSCAPE BUFFER ALONG INTERSTATE 80	50 FEET
INTERIOR SIDE YARD	10 FEET
REAR YARD	15 FEET

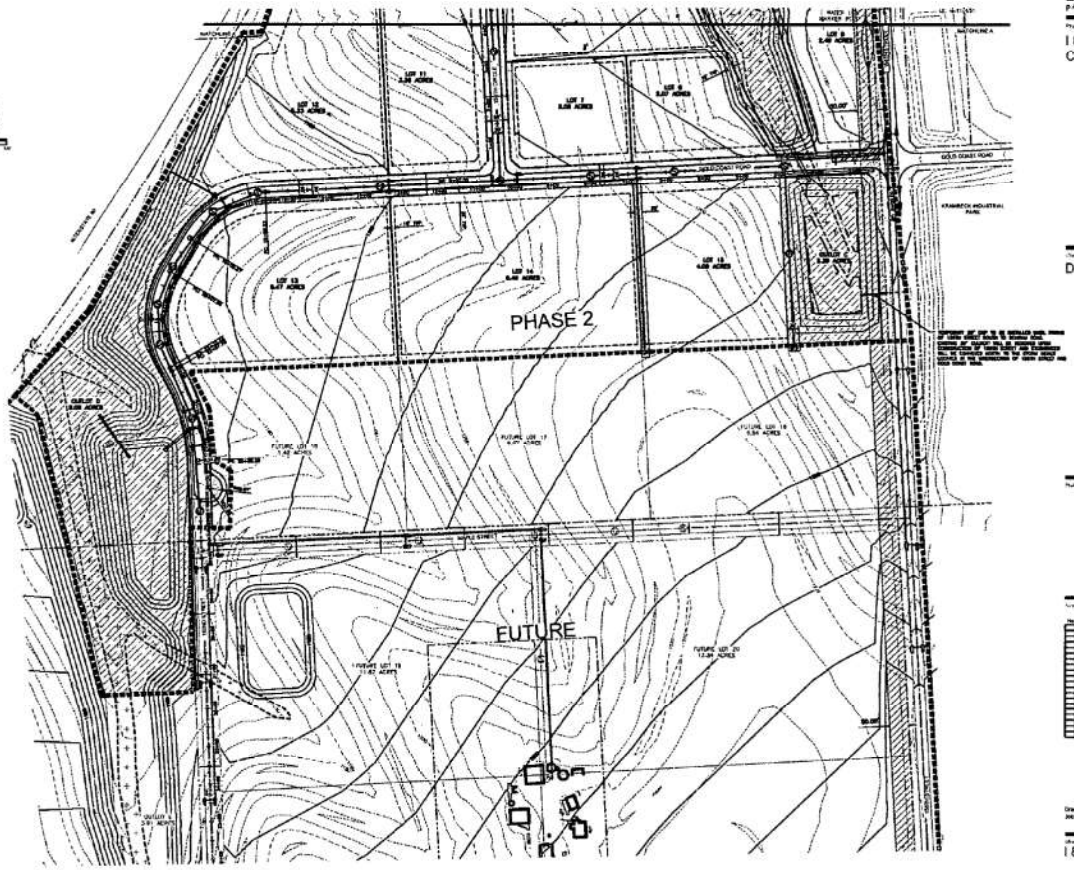
SUBDIVIDER

ENGINEER

LEGAL DESCRIPTION

NOTES

LEGEND



TD2 engineering & surveying

Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

I 80 - 370 Commerce

Dowd Grain Co.

I 80 - 370 Commerce

Exhibit I

8h

2017-11178 B

CITY OF PAPILLION
David P. Black, Mayor
Mark A. Stursma, Planning Department
122 East Third Street
Papillion, Nebraska 68046
Phone 402-597-2060
Fax 402-592-2074

May 16, 2017

Lloyd J. Dowding
Sarpy County Register of Deeds
1210 Golden Gate Drive, Suite 1230
Papillion, NE 68046-2897

RE: 370 North –Subdivision Agreement

To Whom It May Concern:

Please index the attached agreement against the following:

Lots 1 through 17, inclusive and Outlots A, B, C, D, and E, 370 North

If you have any questions or concerns, please contact the Papillion Planning Department at (402) 597-2077. Thank you.

Sincerely,
CITY OF PAPILLION

Andrea Blevins
Planning/Legal Assistant.