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*Floyd J. Dowling*

REGISTER OF DEEDS



**SUBDIVISION AGREEMENT**

*Stamped copy sent*

THIS AGREEMENT made this 10<sup>th</sup> day of August, 2016, by and between **BHI DEVELOPMENT, INC.**, a Nebraska corporation (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 315 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPIILLION**, a municipal corporation, (hereinafter referred to as "CITY").

**RECITALS:**

DEVELOPER is the owner of the parcels of land described in Exhibit "A", attached hereto. All such parcels of land owned by DEVELOPER are within CITY's zoning and platting jurisdiction; and

DEVELOPER requested CITY to approve a specific platting of the area to be developed, known as Granite Falls Commercial, as depicted in the Final Plat exhibit attached as Exhibit "B" (the "Development Area"). The Papillion City Council ("City Council") approved said platting (the "Final Plat") on November 17, 2015 which was subsequently recorded with the Sarpy County Register of Deeds on December 21, 2015; and

DEVELOPER and CITY (the "Original Parties") previously entered into a subdivision agreement dated November 17, 2015 (the "2015 Subdivision Agreement"), as approved by City Council as Resolution No. R15-0182, attached as Exhibit "C", which contemplated that the Development Area would be developed privately. For economic reasons, DEVELOPER no longer desires to develop the Development Area privately; instead, DEVELOPER desires that the Original Parties terminate the 2015 Subdivision Agreement, in accordance with Section 6(A) thereof, and replace it with this new Agreement so that the Development Area may be developed as a Sanitary and Improvement District; and

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

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

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

**Section 1**

**Definitions**

- A. For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
- (1) **“Cost(s)” or “Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.
  - (2) **“Dedicated Street(s)”** shall mean those areas, including curbing and turn lanes, to be constructed, modified, or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit “B” and any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area.
  - (3) **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit “B” and abutting the related public right-of-way.
  - (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit “B”, that was approved by City Council on November 17, 2015. A copy of the signed Final Plat that was recorded with the Sarpy County Register of Deeds on December 21, 2015 is also attached hereto as Exhibit “D”. For the purposes of this Agreement, any generic reference to the “Final Plat” herein shall refer to Exhibit “B”, which is unsigned. Exhibit “D”, which bears the signatures of all requisite parties and an instrument number and filing date from the Sarpy County Register of Deeds, is simply provided for historical and evidentiary purposes.
  - (5) **“Party”**, when capitalized, shall mean CITY, DEVELOPER, or DISTRICT, individually, and **“Parties”**, when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively.
  - (6) **“Privately Financed Public Improvement(s)”** shall mean those improvements or betterments identified in Section 3 to be installed and constructed at the sole cost and expense of DEVELOPER, as permitted by Section 6, in lieu of DISTRICT causing the installation and construction of such improvements or betterments using the credit or funds of DISTRICT.

- (7) **“Private Improvements”** 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 are privately financed by DEVELOPER.
- (8) **“Public Improvements”** shall mean those improvements or betterments to be constructed using the credit or funds of DISTRICT as defined in Section 3 of this Agreement.
- (9) **“Property Specially Benefited”** shall mean property benefited by a particular Public Improvement and situated either: (1) within the platted area in which the Public Improvement is situated or (2) outside such platted area in which such Public Improvement is situated but within the corporate limits of DISTRICT and within 300 feet of said platted area.
- (10) **“Street Intersection(s)”** shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- (11) **“Warranted”** shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Section 4(B), Section 5(A)(18), and Section 10(P) of this Agreement, once certain criteria are met. Specifically, any such Public Improvement shall be considered Warranted as soon as either of the following occurs: (1) it is deemed so by a third-party review of a Traffic Impact Study or (2) CITY’s promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the installation and construction of such Public Improvement would likely mitigate said negative impact or prevent said negative impact from reoccurring.

**Section 2**

**Termination of the 2015 Subdivision Agreement**

- A. Termination. The Original Parties agree that the 2015 Subdivision Agreement is hereby mutually terminated, rescinded, and rendered null and void, in accordance with Section 6(A) thereof, and replaced and superseded by this Agreement, effective immediately upon the execution of this Agreement.
- B. Release and Waiver. The Original Parties release and forever discharge any and all liabilities that have arisen or may arise from the 2015 Subdivision Agreement, and the Original Parties waive any and all claims which have arisen or may arise from the 2015 Subdivision Agreement prior to the effective date of this Agreement.

### Section 3

#### Public Improvements

- A. Public Improvements. The credit or funds of DISTRICT may be used for the following Public Improvements and/or associated fees:
- (1) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY's Master Fee Schedule ("Master Fee Schedule") in effect at the time Papillion's City Council ("City Council") approved the Granite Falls Commercial Final Plat on November 17, 2015.
  - (2) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.
  - (3) Concrete Paving and Street Construction. Concrete paving and construction of all Dedicated Streets, per the Final Plat, as shown on the Streets and Walks exhibit attached as Exhibit "E" including improvements within the 114<sup>th</sup> Street, Highway 370, and Wittmus Drive right-of-ways.
  - (4) Cumberland Drive Culverts. Culverts installed within the Cumberland Drive right-of-way.
  - (5) 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.
  - (6) 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.
  - (7) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
  - (8) 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.
  - (9) Highway 370 Trail System and Park System Improvements. Highway 370 Trail System and Park System Improvements as defined in Section 10(H).

- (10) 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.
- (11) Reimbursements for Hwy 370 and Wittmus Drive Intersection Improvements. Reimbursements to Sanitary and Improvement District No. 300 for the HWY 370 and Wittmus Drive intersection improvements.
- (12) Reimbursements for Wittmus Drive. Reimbursements to Sanitary and Improvement District No. 300 for Wittmus Drive paving, storm sewer, and water improvements.
- (13) Sanitary Sewer Lines, Water Mains, and Appurtenances. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in Exhibit "F", pursuant to sanitary sewer plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.
- (14) Sidewalks. Sidewalks as shown in Exhibit "E".
- (15) 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 "G".
- (16) Stormwater Detention. Permanent stormwater detention basins on and off site as shown in Exhibit "G". Permanent piping for sediment basin and detention ponds.
- (17) Street Right-of-Way Grading. Grading of street right-of-way which, by this definition, excludes initial site grading. In contrast, initial site grading shall be completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.
- (18) Traffic Signals. Traffic signals located at 114<sup>th</sup> Street and Highway 370, 114<sup>th</sup> Street and Cumberland Drive, Cumberland Drive and Wittmus Drive.

**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 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 and Future General Obligation. 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 "Summary of Estimated Costs" 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 (the "Special Assessment Increase Requirement"), subject only to those certain limited exceptions identified herein. Namely, the Special Assessment Increase Requirement shall not apply to any increase in the general obligation costs specific to:

- (1) The signalization of the intersection of 114<sup>th</sup> Street and Cumberland Drive and related improvements (identified as item: "114th & CUMBERLAND TRAFFIC SIGNAL" on the "Summary of Estimated Costs" page of Exhibit "H");
- (2) The signalization of the intersection of Cumberland Drive and Wittmus Drive and related improvements (identified as item: "CUMBERLAND & WITTMUS DRIVE TRAFFIC SIGNAL" on the "Summary of Estimated Costs" page of Exhibit "H"); or
- (3) The Highway 370 trail system and park system improvements and additional related improvements (identified as item: "CONTRIBUTION TO HWY. 370 TUNNEL" on the "Summary of Estimated Costs" page of Exhibit "H").

The foregoing costs, as enumerated in Section 4(B)(1) – (3), are designated as "Future General Obligation" costs on the "Summary of Estimated Costs" page of Exhibit "H" and comprise the only exceptions to the Special Assessment Increase Requirement. The Future General Obligation costs may be delayed until such time that DISTRICT's net debt to value ratio, as determined by DISTRICT's financial advisor after consultation with CITY, is less than or equal to seven percent (7%). Additionally, in no event shall DISTRICT's contributions to the Future General Obligation costs exceed those shown on Exhibit "H", nor may said contributions increase DISTRICT's net debt to value ratio above 7%. In order to comply with the latter requirement, the Future General Obligation costs are not required to be funded at the same time. Instead, DISTRICT's ability to fund each Future General Obligation cost shall be reviewed separately and shall be based on the impact each Future General Obligation cost has on the net debt to value ratio. This may result in DISTRICT having the ability to funding some Future General Obligation costs before others. In the event more than one Future

Obligation Cost becomes Warranted, or is desired by CITY, as applicable, at the same time, CITY shall determine the appropriate prioritization.

To further illustrate the intent of this provision, and to provide additional guidance on the correct method of application, the following hypotheticals are provided:

- (1) Hypothetical #1: Assume the maximum general obligation amount allowed pursuant to Exhibit "H" is \$1,500,000. Thereafter, DISTRICT funds the signalization of the intersection of 114<sup>th</sup> Street and Cumberland Drive at a Cost of \$140,000 (once Warranted), thereby increasing the total general obligation amount to \$1,640,000. Pursuant to Section 4(B) of this Agreement, DISTRICT shall not be required to specially assess the \$140,000 amount against the property specially benefited.

The Purpose of Hypothetical #1 is to illustrate the Parties' intent that Future General Obligation costs are not subject to the Special Assessment Increase Requirement.

- (2) Hypothetical #2: Assume the maximum general obligation amount allowed pursuant to Exhibit "H" is \$1,500,000. Due to unanticipated cost-savings, the Cost of the storm sewer construction, which is a permitted general obligation cost, is \$10,000 less than the amount reflected in Exhibit "H". All other anticipated general obligation costs are invoiced at the exact amounts reflected in Exhibit "H", thereby resulting in an "actual" total general obligation amount of \$1,400,000. Thereafter, DISTRICT funds the signalization of the intersection of 114<sup>th</sup> Street and Cumberland Drive at a Cost of \$140,000 (once Warranted), thereby increasing the "actual" total general obligation amount to \$163,000,000 (calculated as: \$1,500,000 - \$10,000 + \$140,000). Thereafter, the "114<sup>th</sup> Street and Cumberland Lane Widening" (a separate General Obligation expense item identified on Exhibit "H") requires additional funding from DISTRICT in an amount that is \$15,000 more than what is reflected in Exhibit "H", thereby increasing the "actual" total general obligation amount to \$1,645,000 (calculated as: \$1,500,000 - \$10,000 + \$140,000 + \$15,000). Pursuant to Section 4(B) of this Agreement, DISTRICT shall only be required to specially assess an additional \$5,000 against the property specially benefited. This is because the \$140,000 amount for the intersection of 114<sup>th</sup> Street and Cumberland Drive is excluded from the equation, resulting in the following calculation:  $\$1,500,000 - \$10,000 + \$15,000 = \$1,505,000$ . The \$1,505,000 amount is only \$5,000 more than the \$1,500,000 general obligation amount allowed pursuant to Exhibit "H", therefore only \$5,000 must be specially assessed against the property specially benefited to satisfy the Special Assessment Increase Requirement.

The Purpose of Hypothetical #2 is to illustrate the Parties' intent that Future General Obligation costs are not subject to the Special Assessment Increase Requirement, regardless of whether the actual costs of other "regular" (non-Future General Obligation) General Obligation Costs are either more or less

than the amounts projected in Exhibit "H". Nevertheless, any amount of "regular" general obligation debt that exceeds the amount shown as the approved "regular" general obligation total at the time of levy of special assessments shall be specially assessed to reduce the actual costs of the "regular" general obligation to the Required Amount

- (3) Hypothetical #3: Assume DISTRICT's net debt to value ratio is five percent (5%) at the time the signalization of the intersection of Cumberland Drive and Wittmus Drive becomes Warranted. At the exact same time, the City has also requested that DISTRICT contribute its cost share for the Highway 370 Trail System and Park System Improvements. Further assume that, *individually*, neither the signalization of the intersection of Cumberland Drive and Wittmus Drive nor DISTRICT's cost share for the Highway 370 Trail System and Park System Improvements would increase DISTRICT's net debt to value ratio above 7%, but the *combination of both* such Future General Obligation costs would increase DISTRICT's net debt to value ratio above 7%. In such a situation, CITY shall determine the appropriate prioritization and DISTRICT shall fulfill its obligation accordingly without exceeding the 7% net debt to value ratio cap. Once DISTRICT's net debt to value ratio decreases again and additional Future General Obligation costs can be afforded by DISTRICT without exceeding the 7% cap, CITY shall once again determine the appropriate prioritization. This process shall be repeated until all Future General Obligation costs have been paid for.

The Purpose of Hypothetical #3 is to illustrate the process that shall be followed in the event DISTRICT has the ability to fund some Future General Obligation costs before others.

- 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) Capital Facilities Charges. The Parties acknowledge that CITY’s Capital Facilities Charges are charged on a per acre basis and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, fifty percent (50%) of the Entire Cost of all Capital Facilities Charges shall be paid by special assessment. The remaining fifty percent (50%) may be privately financed by DEVELOPER, or borne by general obligation of DISTRICT subject to the following terms:

- i. Prior Invoice. The Parties acknowledge that Capital Facilities Charges were invoiced to DEVELOPER as Invoice Number 2009103 upon City Council approval of the Granite Falls Commercial Final Plat in 2015. The Parties agree to void Invoice Number 2009103 to allow for the Capital Facilities Charges to be invoiced to DISTRICT so such charges may be generally obligated and specially assessed in conformance to this Agreement.
- ii. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:
  - a. Lots 1 – 17, Outlots A–D. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$273,282.23 based on 37.874 acres of Mixed Use at \$6,515 per acre (\$246,749.11) plus 4.364 acres of outlots at \$6,080 per acre (\$26,533.12).
- iii. Special Assessments. Not less than fifty percent (50%) of gross Capital Facilities Charges paid to CITY shall be specially assessed against property served.
- iv. Invoicing and Payment Deadline. CITY agrees to issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(A)(1)(ii)(a) upon CITY’s execution of this Agreement. CITY and DISTRICT agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY within 90 days of the invoice issuance date.
- v. Building Permits: Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full to CITY.
- vi. Construction Document Reviews. Parties acknowledge that CITY shall not accept or review any construction documents for any Public Improvements or Private Improvements until after all applicable Capital Facilities Charges have been paid in full to CITY.

- (2) Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in said Development Area. The number, type, and specifications of said defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER. If existing coverage is available, DISTRICT shall pay one hundred percent (100%) of its pro-rata share of the siren Cost based on the areas of coverage as determined by the City Engineer.
- (3) Concrete Paving and Street Construction. One hundred percent (100%) of the Entire Cost of all concrete paving and street construction shall be paid by special assessment against the property specially benefited, except that the following Costs shall be borne by general obligation of DISTRICT:
- i. One hundred percent (100%) of the Cost of the concrete paving and construction of Street Intersections;
  - ii. One hundred percent (100%) of the Cost differential for pavement thickness in excess of six (6) inches for reinforced concrete or seven (7) inches for plain concrete;
  - iii. One hundred percent (100%) of the Cost differential for pavement width in excess of twenty-five (25) feet exclusive of curb and gutters; and
  - iv. One hundred percent (100%) of the Cost of the driveway relocation for the adjoining properties.
- The Cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment.
- (4) Cumberland Drive Culverts. One hundred percent (100%) of the Entire Cost of the Cumberland Drive culverts shall be privately financed by DEVELOPER.
- (5) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control signs, and traffic control devices and installation shall be borne by general obligation of DISTRICT, specially assessed against the property specially benefited within the Development Area, or privately financed. DISTRICT shall also be responsible for installation of all such signage and devices.
- (6) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the Omaha Public Power District (“OPPD”) by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited

within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed or privately financed.

- (7) 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) shall be borne by general obligation of DISTRICT, specially assessed against the property specially benefited within the Development Area, or privately financed.
- (8) 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 property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed or privately financed.
- (9) Highway 370 Trail System and Park System Improvements. One hundred percent (100%) of DISTRICT's Cost share of the Highway 370 trail system and park system, which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property, shall be borne by general obligation of DISTRICT, subject to the conditions provided under Section 4(B) of this Agreement, or privately financed by DEVELOPER.
- (10) Lighting System. One hundred percent (100%) of the cost of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed within the boundaries of any Dedicated Street 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, shall be borne by general obligation of DISTRICT.
- (11) Reimbursements for Wittmus Drive. One hundred percent (100%) of DISTRICT's reimbursements to Sanitary and Improvement District No. 300 for paving, storm sewers, and water improvements within the Wittmus Drive right-of-way, as described in Section 10(M), shall be paid by special assessment against the property specially benefited.
- (12) Reimbursements for Hwy 370 and Wittmus Drive Intersection Improvements. One hundred percent (100%) of DISTRICT's Cost share reimbursements to Sanitary and Improvement District No. 300 for the improvements to the intersection of Highway 370 and Wittmus Drive shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

(13) Sanitary Sewer Lines, Water Mains, Water Lines, and Appurtenances. One hundred percent (100%) of the Entire Cost of all sanitary sewer lines, water mains, water lines, and appurtenances located within the Development Area shall be paid by special assessment against the property specially benefited, except that the following Costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER:

- i. The Cost differential for the portion of sanitary sewers in excess of 8 (eight) inches and water mains in excess of 8 (eight) inches;
- ii. One hundred percent (100%) of the Entire Cost of any outfall sewer lines, water mains, water lines, or appurtenances outside the Development Area; and
- iii. One hundred percent (100%) of the Cost of the exterior water line to serve the Development Area as described on the attached Exhibit "F".

Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the Code of the City of Papillion, 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.

(14) Sidewalks. One hundred percent (100%) of the Entire Cost of the sidewalk installation, as shown in Exhibit "E", shall be privately financed by DEVELOPER.

(15) 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 (48) inch inside diameter shall be specially assessed against the property specially benefited within the Development Area. 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 (48) inch 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.

(16) Stormwater Detention. Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit "G". Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER covenants and agrees that it shall assume the sole obligation for the construction of the Temporary Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. One hundred percent (100%) of the Cost for grading and maintenance of the Permanent Basins during the mass grading shall

be performed and paid for by DEVELOPER, with one hundred percent (100%) of the Cost of the permanent piping therefor paid by DISTRICT as a general obligation cost. After completion of the mass grading, one hundred percent (100%) of the Cost of the ongoing maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, may be borne by general obligation of DISTRICT or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, its successors, and assigns shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Stormwater Management requirements of CITY. Ownership and maintenance responsibilities for any existing Temporary and Permanent Basins shall be transferred to the Granite Falls Commercial Business Association prior to annexation by CITY. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER. One hundred percent (100%) of the Costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER. The engineers for DISTRICT shall notify CITY when, in their professional opinion, the basins and traps are no longer required as a sediment trap. CITY, DEVELOPER, and DISTRICT shall make a mutual determination that the above provisions have been met, and at such time, DEVELOPER, its successors, and assigns shall assume all maintenance responsibilities.

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

(18) Traffic Signals

- i. 114<sup>th</sup> Street and Highway 370. One hundred percent (100%) of DISTRICT's Cost share for the traffic signal at 114<sup>th</sup> Street and Highway 370 may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- ii. 114<sup>th</sup> Street and Cumberland Drive. As soon as said signal is Warranted, one hundred percent (100%) of DISTRICT's Cost share for the traffic signal at 114<sup>th</sup> Street and Cumberland Drive shall be borne by general obligation of DISTRICT, subject to the conditions provided under Section 4(B) of this Agreement.

- iii. Cumberland Drive and Wittmus Drive. As soon as said signal is Warranted, one hundred percent (100%) of DISTRICT's Cost share for the traffic signal at Wittmus Drive and Cumberland Drive shall be borne by general obligation of DISTRICT, subject to the conditions provided under Section 4(B) of this Agreement.

## Section 6

### Privately Financed Public Improvements

- A. Privately Financed Public Improvements. DEVELOPER, at its sole discretion, may cause Public Improvements to be installed and constructed at the sole Cost and expense of DEVELOPER ("Privately Financed Public Improvements" as defined in Section 1) in lieu of DISTRICT causing the installation and construction of such Public Improvements using the credit or funds of DISTRICT, subject to the following conditions:
  - (1) Notice of Intent. DEVELOPER must provide written notice to CITY of its intent to privately install and construct Public Improvements.
  - (2) Standards for Privately Financed Public Improvements. DEVELOPER shall cause all Privately Financed Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
  - (3) Ownership and Maintenance. All such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.
  - (4) Adherence and Construction Contracts. DEVELOPER shall abide by, and incorporate into all of its construction contracts for Privately Financed Public Improvements, the provisions required by the regulations of Sarpy County, the Nebraska Department of Roads ("NDOR"), and CITY, as applicable, pertaining to construction of the Privately Financed Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Privately Financed Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for Privately Financed Public Improvements, construction oversight of the Privately Financed Public Improvements, or the design or preparation of plans and specifications for the Privately Financed Public Improvements.
  - (5) Before Commencing Work on Privately Financed Public Improvements. At least thirty (30) working days before commencing any work in connection with any individual Privately Financed Public Improvement, DEVELOPER shall first:

- i. Make payment for all applicable fees due to CITY in relation to the construction and installation of said Privately Financed Public Improvement;
  - ii. 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 Privately Financed Public Improvement prior to DEVELOPER's execution of any such agreement(s) or plan(s). 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 Privately Financed Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said Privately Financed Public Improvement. Any such agreement(s) or plan(s) shall contain details describing the manner and means of any additional connections required by or for the Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's engineer;
  - iii. Obtain and file of record any permanent easements required by CITY for said Privately Financed Public Improvement if not located on or in dedicated public right-of-way. Public Improvements which may invoke this this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to CITY and DISTRICT;
  - iv. Obtain, and show proof of, general liability insurance and payment and performance bonds equivalent to the total construction cost for said Privately Financed Public Improvement.
  - v. Obtain final approval from CITY to commence the construction and installation of said Privately Financed Public Improvement;
- (6) All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way, DISTRICT or DEVELOPER, as applicable, shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way. In the event CITY requests copies of any such agreements, permits, or approvals, DISTRICT or DEVELOPER, as applicable, shall provide said copies to CITY in a timely manner.
- (7) Insurance. DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any

other person in connection with the construction or operation of the Privately Financed Public Improvements. Additionally, DEVELOPER shall cause DISTRICT to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER in connection with the construction or operation of the Privately Financed Public Improvements.

(8) Sole Cost of DEVELOPER. The Entire Cost of all Privately Financed Public Improvements shall be paid by, and be at the sole expense of, DEVELOPER.

(9) No Final Payment Until Approved. DEVELOPER shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.

## Section 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)' 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)' 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. At a cost no greater than two percent (2%) of the actual project construction costs for all services in connection with contract charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, Black Hills Energy, CenturyLink, Cox, etc. This shall include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by DISTRICT.
- (3) DISTRICT's Fiscal Agent(s). DISTRICT's underwriter(s) for the placement of warrants issued by DISTRICT, and municipal advisor(s) or other financial advisor(s) for services during construction, collectively, shall receive fees not to exceed five percent (5%) of warrants issued.
- i. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
- (4) Unwarranted or Excessive Costs. All costs not described within this Agreement or otherwise approved by CITY shall be considered unwarranted or excessive and shall be paid for privately or specially assessed evenly among all the assessable lots.
- (5) Interest on Construction Fund Warrants. Interest on construction fund warrants issued prior to the professional fee schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.
- (6) Contracts for Professional Services. DISTRICT shall incorporate the foregoing terms within this section, as applicable, into any contract for Professional Services contemplated herein.

**Section 8**

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

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

- (1) CITY and its departments shall reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.

- (2) DISTRICT may connect its sanitary sewer system and water system to the sanitary sewer system and water system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and DISTRICT.

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

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

## Section 9

### Covenants, Representations, and Acknowledgments by DISTRICT

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

- (1) Standards for Public Improvements. DISTRICT shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- (2) Adherence and Construction Contracts. DISTRICT shall abide by, and incorporate into all of its construction contracts, the provisions required by the regulations of Sarpy County, the Nebraska Department of Roads (“NDOR”), and CITY pertaining to construction of Public Improvements in subdivisions and testing procedures therefor. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for Public Improvements, construction oversight of the Public

Improvements, or the design or preparation of plans and specifications for the Public Improvements.

- (3) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.
- (4) Invoices. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
- (5) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit "H". No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
- (6) No Final Payment Until Approved. DISTRICT shall cause all weekly construction tests and observation logs to be delivered to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
- (7) Prohibitions on Contracts and Payments. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.
- (8) Easements. Prior to commencement of construction of 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. Said easements shall be in form satisfactory to CITY.
- (9) Itemization. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer that details the itemized split of DISTRICT's general obligation and special assessment costs.
- (10) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the 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.

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(11) Outlots. No special assessments shall be assessed against any outlot or dedicated park land. Costs associated with Public Improvements adjacent to or within an outlot (not deemed to be dedicated park land) shall not be borne by general obligation cost, except as provided in Section 5. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.

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

- 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.

- (13) Annual Tax Levy. DISTRICT shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for Public Improvements, but in no event shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through the year that all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt.
- (14) Cash Flow Projections. On or about October 1 of each year following the issuance of DISTRICT bonds, DISTRICT shall cause the delivery of the following information to the City Finance Director for review and approval: a cash flow projection by year for the entire term of the indebtedness. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of DISTRICT. DISTRICT shall adopt tax rate levies sufficient to fund the succeeding years' general and bond fund projected obligation as required in the cash flow projections.
- (15) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- (16) Notice and Production of Proposed Budgets. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.
- (17) Notice of Bankruptcy Filings. DISTRICT warrants that it shall provide CITY with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and DISTRICT shall also provide to CITY actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.
- (18) CITY Approval for Refinancing. The general obligation of DISTRICT shall not be refinanced without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (19) Reimbursement Delays. Any delay in satisfying a reimbursement obligation, as contemplated herein, shall only be permitted if reasonable under the totality of DISTRICT's circumstances, as determined by CITY. Any such delay shall not constitute a relief of DISTRICT's reimbursement responsibility.
- (20) ADA Ramp Curb Drops. DISTRICT shall be responsible for providing curb drops for ADA ramps at all Street Intersections as part of the final construction drawings.



(21) As-Built Drawings. DISTRICT shall provide as-built drawings on state plane coordinates for all utilities owned and located within the Development Area to CITY. Such as-built drawings shall be provided to CITY as both PDF and Auto-CAD files in addition to hard copy.

## Section 10

### Other Terms and Obligations

- A. Building Permits. Building permits shall not be issued for any building within the Mixed Use Development until installation of all Public Improvements, excluding the Gas Distribution System and Electrical Power Service, to service Granite Falls Commercial is complete.
- B. Business Association. DEVELOPER agrees to cause the formation of a Business Association (“the Granite Falls Commercial Homeowners’ 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. 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.
- D. Easements. DEVELOPER agrees to dedicate all easements identified in Exhibit “B” by separate instruments that include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities. DEVELOPER shall provide copies of such easements to CITY immediately after they are recorded. 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.
- E. Fees:
  - i. 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.

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- ii. 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.
- iii. 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.
- F. Fire Hydrants. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.
- G. Granite Falls Commercial Trail System. DEVELOPER shall construct and privately finance an interior trail system that connects to the Kingsbury Hills Trail System that is consistent with the trail system depicted on the site plan approved within the Granite Falls Commercial Mixed Use Development Agreement attached hereto as Exhibit "I". Such trail shall have a width that is consistent with the existing Kingsbury Hills Trail System. DEVELOPER shall install the trail system in conjunction with the Public Improvements.
- H. Highway 370 Trail System and Park System Improvements. Upon CITY's request, and subject to Section 4(B) of this Agreement, DISTRICT shall cooperate with CITY to install a trail system which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property. DISTRICT agrees to enter into any interlocal agreement(s) required to construct such project and proportionally Cost share in the Costs related to such project.
- I. 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.
- J. Future Interlocal Agreement(s). Upon creation of any Sanitary and Improvement District on an adjoining property, DISTRICT agrees to enter into any Interlocal Agreement(s) with CITY and such Sanitary and Improvement District(s) to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT's net debt to value ratio, as determined by DISTRICT's financial





advisor, after consultation with CITY, is less than seven percent (7%). Any such payment shall be a general obligation cost of DISTRICT.

K. One Call Services.

- i. The Parties mutually agree that CITY shall provide public water main and sanitary sewer line locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT agrees to pay to CITY \$45.00 per call for locates that are reasonably required within the Development Area as received over the One Call System.
- ii. 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.

L. Reimbursements to Sanitary and Improvement District No. 275. The Parties acknowledge that the Kingsbury Hills Subdivision Agreement established that the Development Area has fiscal obligations to Sanitary and Improvement District #275. The Parties further acknowledge that such reimbursement obligations were met by DEVELOPER.

M. Reimbursements to Sanitary Improvement District No. 300. DISTRICT shall enter into an interlocal cooperation agreement with Sanitary and Improvement District No. 300 to reimburse said district for 10.2% of the Cost of the Wittmus Drive paving and storm sewers and for 6.5% of the Cost of the interior water improvements as established in the Granite Falls Subdivision Agreement.

N. 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.

O. Sidewalks. Responsibility for the installation of sidewalks shall be as follows:

- i. 114<sup>th</sup> Street. DEVELOPER shall install the six foot (6') wide sidewalk within 114<sup>th</sup> Street right-of-way abutting the Development Area.
- ii. Cumberland Drive. DEVELOPER shall cause the installation of the sidewalk within the southern half of the Cumberland Drive right-of-way as a condition of building construction. Such sidewalks shall be installed at the time of building permit and shall be the private cost of each lot owner.
- iii. Outlots. DEVELOPER shall install any sidewalk within right-of-way abutting an outlet.

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iv. Wittmus Drive. DEVELOPER shall install the six foot (6') wide sidewalk within the Wittmus Drive right-of-way abutting the Development Area.

P. Traffic Signals and Intersection Improvements. Responsibility for participation in the traffic signals and intersection improvements shall be as follows:

i. 114<sup>th</sup> Street and Highway 370. DISTRICT shall assume Sanitary and Improvement District No. 275's responsibility for installation of the traffic signal at 114<sup>th</sup> Street and Highway 370, including, but not limited to, the traffic signal and any intersection improvements related to such traffic signal. DISTRICT shall act as the lead agency for installation of said signal. CITY has, as a condition of CITY'S approval of Prairie Hills, required Sanitary and Improvement District No. 302 to proportionally Cost share in said signal. Further, CITY, as a condition to CITY'S approval for any other Sanitary and Improvement District or any other private developer on the southeast corner or northwest corner of the Highway 370 and 114<sup>th</sup> Street intersection, shall require such Sanitary and Improvement Districts or private developers to proportionately reimburse DEVELOPER for the Cost of installing and financing the 114<sup>th</sup> Street and Highway 370 traffic signal.

ii. 114<sup>th</sup> Street and Cumberland Drive. DISTRICT shall be responsible for 100% of the Cost of the traffic signal and intersection improvements at 114<sup>th</sup> Street and Cumberland Drive, including, but not limited to, the traffic signal and any intersection improvements related to such traffic signal. DISTRICT shall act as the lead agency 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, subject to Section 4(B) of this Agreement. In the event that the development to the west dedicates a street that extends Cumberland Drive west of 114<sup>th</sup> Street, CITY, as a condition to CITY'S approval for any other Sanitary and Improvement District or any other private developer of the property west of 114<sup>th</sup> Street, shall require such Sanitary and Improvement District or private developer to proportionately reimburse DISTRICT for the cost of installing and financing the 114<sup>th</sup> Street and Cumberland Drive traffic signal.

iii. Cumberland Drive and Wittmus Drive. DEVELOPER shall be responsible for 100% of the Cost of the traffic signal and intersection improvements at Cumberland Drive and Wittmus Drive, including, but not limited to, the traffic signal and any intersection improvements related to such traffic signal. DEVELOPER shall act as the lead agency 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, subject to Section 4(B) of this Agreement,.

iv. Highway 370 and Wittmus Drive. DISTRICT shall reimburse Sanitary and Improvement District No. 300 for 25% of the Cost of the Highway 370 and

Wittmus Drive traffic signal and turn lane improvements as established in the Granite Falls Subdivision Agreement.

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

**Section 11**

**Outlots in Private Ownership**

- A. Maintenance of and Transfer of Title to Outlots. DEVELOPER shall be responsible for maintaining the outlots within the Development Area or transferring ownership of said outlots to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY’s ownership. If DEVELOPER retains ownership of any outlot within the Development Area, DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation or other transfer said outlot to any entity other than the Granite Falls Commercial Business Association, it shall provide CITY with notice of such intended transfer and a copy of the written notice DEVELOPER provided to the transferee that no buildings can be constructed on said outlot. DEVELOPER further agrees to pay all property taxes due for any outlot owned by DEVELOPER in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale. DEVELOPER and DISTRICT agree that ownership of Outlots A, B, C, and D and all easements rights owned by DEVELOPER and DISTRICT within the Development Area, shall be transferred to the Granite Falls Commercial Business Association 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 of CITY, which permission must be granted by a majority vote of those members elected or appointed to City Council.
- B. Obligations upon Annexation. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:
  - i. Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written

accounting in the case of a partial annexation of the Development Area;

- ii. Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property and property rights of every kind, contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
  - iii. Within ninety (90) days, DISTRICT agrees it shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
  - iv. That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements authorized in Section 3, and thereby succeed to said DISTRICT's power to levy special assessments, CITY shall levy the same;
  - v. CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
  - vi. CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
  - vii. The laws, ordinances, powers, and government of CITY shall extend over the Development Area so annexed.
- C. Partial Annexation. The Parties mutually agree that in the event CITY annexes any part of the Development Area, and said annexation does not include the entire territory of DISTRICT, then a division of assets and liabilities of said DISTRICT in connection with such partial annexation of DISTRICT shall be made on the basis of an equitable apportionment of the assets and liabilities of DISTRICT attributable to the area annexed by CITY, and CITY shall not be required to assume in connection with such partial annexation any indebtedness of such DISTRICT which is attributable to Public Improvements in or expenses incurred in connection with areas other than the area so annexed by CITY.

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

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

### Section 13

#### Miscellaneous Provisions

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 13(L) in the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns.
- C. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the 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 section with the knowledge of the person or corporation contracting with CITY shall render the contract voidable by the Mayor or City Council.
- H. No Waiver of Regulations. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.
- I. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- J. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY's sole discretion.
- K. Entire Agreement. This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- L. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY.
- M. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

- i. For DEVELOPER: B.H.I. Development, Inc.  
1205 S. 150th Street, Suite 100  
Omaha, NE 68138  
Attn: Gerald L. Torczon, President

ii. For DISTRICT: Sanitary and Improvement District  
No. 315 of Sarpy County, Nebraska  
c/o FULLENKAMP DOYLE & JOBEUN  
11440 W Center Rd. #C  
Omaha, NE 68144  
Attn: John Fullenkamp

With Copy to: c/o FULLENKAMP DOYLE & JOBEUN  
11440 W Center Rd. #C  
Omaha, NE 68144  
Attn: John Fullenkamp


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

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

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

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

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

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

CITY SEAL





AF

SANITARY AND IMPROVEMENT DISTRICT  
NO. 315 OF SARPY COUNTY, NEBRASKA

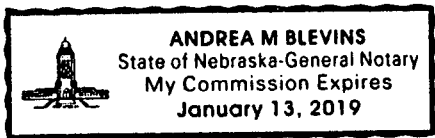
By *Gerald Torczon*  
Gerald Torczon, Chairman

STATE OF NEBRASKA    )  
                                  )    ss.  
COUNTY OF SARPY    )

Before me, a notary public, in and for said county and state, personally came Gerald Torczon, Chairman of Sanitary and Improvement District No. 315 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 12<sup>th</sup> day of August, 2016.

*Andrea M. Blevins*  
Notary Public



BHI Development, Inc., a Nebraska corporation.

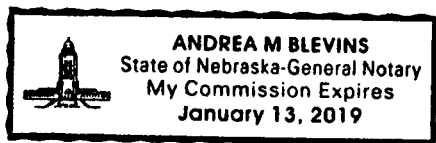
By *Gerald L. Torczon*  
Gerald L. Torczon, President

STATE OF NEBRASKA    )  
  )    ss.  
COUNTY OF SARPY    )

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, President of BHI Development, 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 12<sup>th</sup> day of August, 2016.

*Andrea M. Blevins*  
Notary Public



**SUBDIVISION AGREEMENT  
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2	Termination of the 2015 Subdivision Agreement
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6	Privately Financed Public Improvements
7	General Obligation Professional Services Fees
8	Covenants by CITY
9	Covenants by DISTRICT
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11	Outlots in Private Ownership
12	Annexation
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B	Final Plat
C	2015 Subdivision Agreement
D	Copy of the Signed and Recorded Final Plat
E	Streets and Walks
F	Sanitary Sewer and Water Lines
G	Erosion Controls and Storm Sewers
H	Source and Use of Funds
I	Granite Falls Commercial Mixed Use Plan

Ai

EXHIBIT "A"  
LEGAL DESCRIPTION

**LEGAL DESCRIPTION:**

A TRACT OF LAND LOCATED IN PART OF TAX LOT 1B, A TAX LOT LOCATED IN PART OF THE SW1/4 OF THE SE1/4 ALSO PART OF THE SE1/4 OF THE SE1/4 OF SECTION 29, AND TOGETHER WITH PART OF THE SW1/4 OF THE SW1/4 OF SECTION 28, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SW1/4 OF SECTION 28; THENCE S02°25'52"E (ASSUMED BEARING) ALONG THE EAST LINE SAID OF SECTION 29, SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 28, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 1791.73 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF 108TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF SAID 108TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S46°36'08"E, A DISTANCE OF 18.20 FEET; THENCE S58°07'36"E, A DISTANCE OF 64.21 FEET; THENCE N86°31'02"E, A DISTANCE OF 116.42 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH AN RADIUS OF 523.32 FEET, A DISTANCE OF 113.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S48°51'29"W, A DISTANCE OF 113.35 FEET; THENCE S42°38'27"W, A DISTANCE OF 48.28 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 22.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S36°15'36"W, A DISTANCE OF 22.23 FEET; THENCE S29°52'45"W, A DISTANCE OF 121.89 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 323.00 FEET, A DISTANCE OF 165.28 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S15°13'13"W, A DISTANCE OF 163.48 FEET; THENCE S00°33'40"W, A DISTANCE OF 216.57 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370 ON THE FOLLOWING EIGHT (8) COURSES: THENCE S86°49'45"W, A DISTANCE OF 180.50 FEET; THENCE N32°02'16"W, A DISTANCE OF 67.54 FEET; THENCE N89°26'21"W, A DISTANCE OF 88.98 FEET; THENCE S78°36'45"W, A DISTANCE OF 454.51 FEET; THENCE N82°26'26"W, A DISTANCE OF 483.51 FEET; THENCE S67°26'06"W, A DISTANCE OF 246.94 FEET; THENCE S86°49'45"W, A DISTANCE OF 909.57 FEET; THENCE N21°45'24"W, A DISTANCE OF 561.37 FEET TO A POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY OF HIGHWAY 370 AND THE EAST RIGHT-OF-WAY LINE OF 114TH STREET; THENCE S87°29'27"W, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4 OF SECTION 29; THENCE N02°30'33"W ALONG SAID WEST LINE OF THE SE1/4 OF SECTION 29, A DISTANCE OF 255.22 FEET; THENCE N87°29'27"E ALONG THE SOUTH LINE OF LOT 1, KINGSBURY HILLS, A SUBDIVISION LOCATED IN SAID SECTION 29 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 119.44 FEET; THENCE ALONG THE NORTH LINE OF SAID TAXLOT 1B, SAID LINE ALSO BEING SAID SOUTH LINE OF KINGSBURY HILLS ON THE FOLLOWING SEVENTEEN (17) COURSES: THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 239.76 FEET, A DISTANCE OF 34.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°23'11"E, A DISTANCE OF 34.47 FEET; THENCE N87°29'27"E, A DISTANCE OF 524.28 FEET; THENCE N02°55'11"W, A DISTANCE OF 192.34 FEET; THENCE N33°05'56"E, A DISTANCE OF 90.90 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS

OF 125.00 FEET, A DISTANCE OF 78.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S74°49'33"E, A DISTANCE OF 76.94 FEET; THENCE N87°14'59"E, A DISTANCE OF 366.59 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 12.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°44'16"E, A DISTANCE OF 12.25 FEET; THENCE S84°43'31"E, A DISTANCE OF 60.15 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.50 FEET, A DISTANCE OF 18.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S65°53'57"E, A DISTANCE OF 17.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.50 FEET, A DISTANCE OF 96.52 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°13'28"E, A DISTANCE OF 86.60 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.50 FEET, A DISTANCE OF 18.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N60°25'48"E, A DISTANCE OF 17.82 FEET; THENCE N79°20'15"E, A DISTANCE OF 60.73 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 12.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N83°17'37"E, A DISTANCE OF 12.07 FEET; THENCE N87°14'59"E, A DISTANCE OF 456.08 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 52.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N77°08'54"E, A DISTANCE OF 52.62 FEET; THENCE S18°38'08"W, A DISTANCE OF 345.07 FEET; THENCE S71°21'52"E, A DISTANCE OF 147.06 FEET; THENCE N87°34'08"E ALONG SAID NORTH LINE OF TAXLOT 1B, SAID LINE ALSO BEING THE SOUTH LINE OF OUTLOT "C", SAID KINGSBURY HILLS, SAID LINE ALSO BEING THE SOUTH LINE OF LOTS 9 THRU 13, KINGSBURY HILLS REPLAT 1, A SUBDIVISION LOCATED IN SAID SAID SECTION 29, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID 108TH STREET, A DISTANCE OF 716.21 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,133,989 SQUARE FEET, OR 48.990 ACRES, MORE OR LESS.



AL

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2015-31615

12/28/2015 10:10:02 AM

*Lloyd J. Dowding*

REGISTER OF DEEDS

COUNTER	<u>P</u>	C.E.	<u>P</u>
VERIFY	<u>P</u>	D.E.	<u>P</u>
PROOF	<u>P</u>		<u>P</u>
FEES \$	<u>142.00</u>		
CHECK#			
CHG	<u>COP</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	



Exhibit "C"  
2015 Subdivision Agreement



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, # 1230

PAPILLION, NE 68046-2842

402-593-5773

*B.R.  
City of Papillion*

A Am

**SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (hereinafter referred to as "Agreement") made this 17<sup>th</sup> day of November, 2015, by and between BHI Development Inc., a Nebraska corporation (hereinafter referred to as "DEVELOPER"), and the CITY OF PAPILLION, a municipal corporation, (hereafter referred to as "CITY").

**WITNESSETH:**

WHEREAS, 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

WHEREAS, DEVELOPER has requested CITY to approve a specific platting of the Development Area to be developed known as Granite Falls Commercial as described in Exhibit "B", attached hereto and herein referred to as the "Development Area"; and

WHEREAS, DEVELOPER desires to construct, install and locate certain improvements within the Development Area; and

WHEREAS, DEVELOPER wishes to connect the system of sewers and water lines to be constructed by DEVELOPER within the Development Area with the sewer and water system of CITY; and

WHEREAS, DEVELOPER and CITY desire to agree on the method of installation and the allocation of expenses for the Public Improvements; and

WHEREAS, CITY and DEVELOPER desire to set forth in this Agreement their respective understandings and agreements with regard to the development of the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION 1**

**DEFINITIONS**

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

- A. "Cost(s)" or "entire cost", being used interchangeably, of each "Private Improvement" or "Public Improvement" shall mean all construction costs, engineering fees, design fees, attorneys' fees, inspection fees and testing expenses, publication costs, financing costs (which shall include interest) and all other related or miscellaneous costs or expenses incurred by DEVELOPER in connection with the Private Improvements or the Public Improvements.
- B. "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right of way on Exhibit "B".
- C. "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit "B" and related public right-of-way.



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- D. **“Party”** shall mean CITY or DEVELOPER individually, and **“Parties”** shall mean the CITY and DEVELOPER, collectively.
- E. **“Plat”** shall mean the final plan of the plat, subdivision or dedication of land prepared for filing or recording in accordance with these regulations.
- F. **“Private Improvements”** 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 other than those improvements identified as **“Public Improvements”** in Section 1G.
- G. **“Public Improvements”** shall mean:
- (1) Grading of street right-of-way.
  - (2) Construction of and concrete paving of all streets dedicated per plat as shown on Exhibit “C”.
  - (3) All Dedicated Street signage, traffic control signage, and traffic signal improvements 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 Department and only if located at a Street Intersection or related to the Development Area.
  - (4) All **“Wastewater Sewers”** to be constructed and installed within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY as shown on Exhibit **“D”**. Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes and related appurtenances.
  - (5) The **“Water Distribution System”** to be constructed and installed within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY as shown on Exhibit **“D”**.
  - (6) All **“Storm Sewers”** and **“Erosion Control Measures”** to be constructed in the Development Area identified on the storm sewer plan (Exhibit **“E”**) prepared by DEVELOPER’S engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.
  - (7) 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) The **“Lighting System”** for any Dedicated Streets to be constructed and installed by the Omaha Public Power District 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) The **“Electrical Power Service”** to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility

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lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

- H. "Sewer System" shall mean, collectively, all sewer systems within the Development Area.
- I. "Street Improvements" shall mean those Public Improvements described in paragraphs 1G(1), (2), (3) and (8).

## SECTION 2

### AUTHORITY AND DOCUMENTATION

- A. DEVELOPER shall cause all Private Improvements and Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- B. DEVELOPER shall abide by and incorporate into all of its construction contracts for Public Improvements the provisions required by the regulations of CITY pertaining to construction of public improvements in developments/subdivisions and testing procedures therefore.
- C. Prior to commencement of construction of Private Improvements and Public Improvements, DEVELOPER will obtain and file of record permanent easements for all sanitary, water and storm sewer lines as determined by CITY'S engineer. Said easements shall be filed with the final plat in a form satisfactory to CITY'S attorney and CITY'S engineer.
- D. At least thirty (30) working days before commencing any work in connection with the Public Improvements, DEVELOPER shall first:
  - (1) Deliver to the appropriate department(s) of CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements including required bonds and insurance certifications, and all plans for the Public Improvements, including the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers, prepared by DEVELOPER'S engineer. The specifications and technical terms of all such agreements and plans shall have been received and approved by CITY prior to DEVELOPER'S execution of any agreements for construction or installation of the Public Improvements.
  - (2) CITY and its departments agree to 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.
- E. Any contracts for the construction or installation of the Public Improvements entered by DEVELOPER shall provide that the contractor or subcontractor constructing or installing the Public Improvements shall have no recourse against CITY for any claim or matter arising out of, or in any way whatsoever, including without limitation, the cost for Public Improvements,

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construction oversight of the Public Improvements, the design or preparation of plans and specifications for the Public Improvements, or the construction of the Public Improvements.

- F. The entire cost of all Public Improvements shall be borne by and be at the sole expense of DEVELOPER. The credit of CITY shall not be used for engineering, procurement or construction of any betterments or Public Improvements.
- G. CITY hereby grants permission to DEVELOPER to connect its sanitary sewer system and water system to the sanitary system and water system of CITY pursuant to the remaining terms and conditions of this Agreement and the terms and conditions of a sewer and water connection agreement of even date between CITY and said DEVELOPER.

### SECTION 3

#### REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. DEVELOPER represents and warrants to the CITY as follows:

- (1) DEVELOPER is the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.
- (2) DEVELOPER is duly authorized to transact business under the laws of the State of Nebraska.
- (3) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.
- (4) DEVELOPER has taken all necessary action to authorize DEVELOPER'S execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER'S valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.
- (5) DEVELOPER shall cause all Private Improvements and Public Improvements to be constructed and installed in accordance with the applicable terms and conditions of this Agreement and the Code of the City of Papillion.
- (6) All Public Improvements shall be constructed, installed, and approved by the appropriate city department and, except as set forth within, payment shall be made of all applicable fees due to the City of Papillion.
- (7) DEVELOPER shall comply with (a) the terms of this Agreement and (b) the provisions of any agreement submitted to CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of CITY.

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- (8) DEVELOPER shall defend, indemnify and hold CITY harmless from and against any responsibility, claim, damage, loss, liability or obligation resulting or arising from or out of or otherwise occurring in connection with this Agreement and the construction, financing and installation of the Private Improvements and Public Improvements, except to the extent the same is caused by the act, error, or omission, including gross negligence, of CITY.
- (9) DEVELOPER has not employed or retained any company or person, other than a bona fide employee or contracted consultant of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- (10) DEVELOPER shall obtain general liability insurance, as well as payment and performance bonds equivalent to the total constructions costs, for the Public Improvements within the Development Area, and shall show proof of such insurance and bonds to CITY prior to the commencement of construction.
- (11) 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.
- (12) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.
- (13) DEVELOPER shall cause all personal property and real estate taxes and assessments levied on the Development Area to be paid prior to the final plat approval by the CITY.

B. DEVELOPER acknowledges that neither CITY nor any of its officers, agents or employees:

- (1) is acting as attorney, architect, engineer or otherwise in the interest or on behalf of DEVELOPER in furtherance of this Agreement;
- (2) owes any duty to DEVELOPER or any other person because of any action CITY or DEVELOPER 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
- (3) shall be liable to any person as a result of any act undertaken by CITY or DEVELOPER to date or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER hereby waives for itself, its employees, agents and assigns any such right, remedy or recourse it may have against any of them.

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**SECTION 4**

**APPORTIONMENT OF COSTS**

- A. DEVELOPER and CITY agree that all Private Improvements and Public Improvements shall be privately financed by DEVELOPER. DEVELOPER shall be responsible for the entire cost of all Private Improvements and Public Improvements, regardless of any future annexation by CITY.
- B. CITY agrees to waive commercial building permit and plan review fees incurred by the DEVELOPER or its designee up to the amount of the construction cost of the culvert installation as a credit for the culverts required for the Street Improvements provided that such reimbursement shall not exceed \$400,000 (hereinafter referred to as the "Culvert Reimbursement"). DEVELOPER agrees to provide CITY with documentation of the construction cost of the culvert installation to establish the Culvert Reimbursement. The Parties agree that waivers will not be granted until installation of said culverts is complete. Upon completion of the installation of said culverts, all commercial building permit and plan review fee waiver requests shall be submitted in writing to the Building Department with the permit application. Such written requests must be signed by the DEVELOPER or its designee. The Parties acknowledge that the timing of the issuance of commercial building permits will be in accordance with Section 5U regardless of the approval of a waiver of commercial building permit and plan review fees.

CITY further agrees that if the total amount of the commercial building permit and plan review fee waivers for all developable lots within the Development Area is less than the amount of the Culvert Reimbursement, then the CITY will reimburse the balance of the Culvert Reimbursement from the Capital Facilities Charges collected per Section 5C provided that such reimbursement of Capital Facilities Charges shall not exceed \$263,268.20. CITY and DEVELOPER agree that DEVELOPER will request such Capital Facilities Charge reimbursement by submitting a written request to the City Administrator. Such reimbursement request shall include confirmation by DEVELOPER that commercial building permits have been issued for all developable lots within the Development Area. Upon receipt of the Capital Facilities Charge reimbursement request CITY shall forward the request to the City Council for approval.

**SECTION 5**

**OTHER OBLIGATIONS**

- A. DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Private Improvements and Public Improvements.
- B. Review Fee. DEVELOPER shall pay to the CITY a fee of one percent (1%) of construction cost of Public Improvements to cover engineering, legal and other miscellaneous expenses incurred by the City in connection with any necessary review of plans and specifications in connection with the construction projects performed by DEVELOPER. Fee shall be paid prior to the issuance of any building permit.

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- C. Capital Facilities Charges. DEVELOPER shall pay to CITY Capital Facilities Charges in the amount of \$263,268.20 based on 38.36 acres of Mixed Use at \$6,205 per acre (\$238,023.80) plus 4.36 acres of outlots at \$5,790 per acre (\$24,244.40). CITY shall provide DEVELOPER with an invoice for the Capital Facilities Charges after City Council approves the Final Plat. **Capital Facilities Charges shall be paid prior to issuance of any building permits.**
- D. Watershed Fee. All new building permits will be subject to the Watershed Fee as described in the Papillion Master Fee Schedule and agreed to by the Papillion Creek Watershed Partnership.
- E. Sanitary Sewer Connection Fees. DEVELOPER shall remit Sewer Connection Fees for CITY prior to the issuance of any building permit. The amount of the Sewer Connection Fees shall be calculated based on the rates established by the Master Fee Schedule in place at the time that the building permit application is made.
- F. Traffic Signals and Intersection Improvements. DEVELOPER shall be responsible for participation in the traffic signals as follows:
- (1) 114<sup>th</sup> Street and HWY 370. The Parties agree that DEVELOPER will assume Sanitary and Improvement District #275's responsibility for installation of the traffic signal at 114<sup>th</sup> Street and HWY 370, including, but not limited to, the traffic signal and any intersection improvements related to such traffic signal. DEVELOPER shall act as the lead agency for installation of said signal. CITY has, as a condition of CITY'S approval of Prairie Hills, required Sanitary and Improvement District #302 to proportionally cost share in said signal. Further, CITY, as a condition to CITY'S approval for any other Sanitary and Improvement District or any other private developer on the southeast corner or northwest corner of the Highway 370 and 114<sup>th</sup> Street intersection, shall require such Sanitary and Improvement Districts or private developers to proportionately reimburse DEVELOPER for the cost of installing and financing the 114<sup>th</sup> Street and HWY 370 traffic signal.
  - (2) 114<sup>th</sup> Street and Cumberland Drive. The Parties agree that DEVELOPER shall be responsible for 100% of the cost of the traffic signal and intersection improvements at 114<sup>th</sup> Street and Cumberland Drive, including, but not limited to, the traffic signal and any intersection improvements related to such traffic signal. DEVELOPER shall act as the lead agency for installation of said signal. In the event that the development to the west dedicates a street that extends Cumberland Drive west of 114<sup>th</sup> Street, CITY, as a condition to CITY'S approval for any other Sanitary and Improvement District or any other private developer of the property west of 114<sup>th</sup> Street, shall require such Sanitary and Improvement District or private developer to proportionately reimburse DEVELOPER for the cost of installing and financing the 114<sup>th</sup> Street and Cumberland Drive traffic signal.
  - (3) Cumberland Drive and Wittmus Drive. The Parties agree that DEVELOPER shall be responsible for 100% of the cost of the traffic signal and intersection improvements at Cumberland Drive and Wittmus Drive, including, but not limited to, the traffic signal and any intersection improvements related to such traffic signal. DEVELOPER shall act as the lead agency for installation of said signal.
  - (4) HWY 370 and Wittmus Drive. DEVELOPER shall reimburse Sanitary and Improvement District #300 for 25% of the cost of the HWY 370 and Wittmus Drive

HAH

traffic signal and turn lane improvements as established in the Granite Falls Subdivision Agreement.

- G. Reimbursements to Sanitary and Improvement District #275. The Parties acknowledge that the Kingsbury Hills Subdivision Agreement established that the Development Area has fiscal obligations to Sanitary and Improvement District #275. The Parties further acknowledge that such reimbursement obligations met by DEVELOPER.
- H. Reimbursements to Sanitary Improvement District #300. DEVELOPER shall reimburse Sanitary and Improvement District #300 for 10.2% of the cost of the Wittmus Drive paving and storm sewers and for 6.5% of the cost of the interior water improvements as established in the Granite Falls Subdivision Agreement.
- I. HWY 370 Trail System Improvements. DEVELOPER will cooperate with CITY to install a trail system which may involve a trail connection under HWY 370. DEVELOPER agrees to enter into any agreement(s) required to construct such project and proportionally cost share in the costs up to \$100,000. DEVELOPER agrees to remit payment of the cost share to CITY at such time that an interlocal agreement for the HWY 370 Trail System Improvements is approved and executed.
- J. Granite Falls Commercial Trail System. DEVELOPER shall construct and privately finance an interior trail system that connects to the Kingsbury Hills Trail System that is consistent with the trail system depicted on the site plan approved within the Granite Falls Commercial Mixed Use Development Agreement attached hereto as Exhibit F. Such trail shall have a width that is consistent with the existing Kingsbury Hills Trail System. DEVELOPER shall install the trail system in conjunction with the Public Improvements.
- K. Sidewalks. DEVELOPER shall be responsible for the installation of sidewalks as follows:
  - (1) 114<sup>th</sup> Street. DEVELOPER shall install and privately finance the construction of the sidewalk within 114<sup>th</sup> Street right-of-way abutting the Development Area.
  - (2) Wittmus Drive. DEVELOPER shall install and privately finance the construction of the sidewalk within the Wittmus Drive right-of-way abutting the Development Area.
  - (3) Cumberland Drive. DEVELOPER shall cause the installation of the sidewalk within the southern portion of the Cumberland Drive right-of-way as a condition of building construction. Such sidewalks shall be installed at the time of building permit and shall be the private cost of each lot owner.
  - (4) Outlots. DEVELOPER shall install and privately finance the cost of any sidewalk within right-of-way abutting an outlot.
- L. Maintenance of Detention Facilities. DEVELOPER, its successors, or assigns, shall be responsible for detention facility construction and maintenance in compliance with the Post Construction Storm Water Management requirements of CITY. CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.
- M. Commencement of Public Improvements. CITY agrees that DEVELOPER may commence the timely and orderly installation of the Public Improvements financed by DEVELOPER

FAU

following execution of this Agreement pursuant to appropriate provisions of the City of Papillion Code, provided that DEVELOPER has provided proof of private financing or a bond approved by CITY for the installation of the Public Improvements.

- N. Easements. DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument that includes a prescription outlining the rights and terms for each easement dedicated by the final plat.
- O. Compliance with Statutes and Ordinances. DEVELOPER shall comply with all state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require strict compliance with all state statutes and CITY ordinances by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area.
- P. Fire Hydrants. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 Code of the City of Papillion, fire hydrants shall be provided by DEVELOPER. The type of hydrant and control valves and the location of the hydrants must be approved by the fire chief. DEVELOPER shall require the fire hydrants to be painted yellow.
- Q. Civil Defense Siren. There shall be installed in the Development Area or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure build in said Development Area, civil defense sirens and a number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The siren must be capable of sounding the severe weather and attack warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense siren shall be paid by DEVELOPER. If existing coverage is available, DEVELOPER shall pay its pro-rata share of siren cost based on the areas of coverage as determined by City Engineer.
- R. Construction Obligations. Upon the execution of this Agreement, DEVELOPER is obligated to construct all Public Improvements contemplated herein. This Agreement shall not in any way be construed as creating any obligation on the part of DEVELOPER to develop the Developed Area or construct any of the Public or Private Improvements in the event the plans envisioned by DEVELOPER are not carried out and the approvals obtained from CITY are withdrawn or terminated by the Declarant.
- S. One Call.
  - (1) The parties mutually agree that CITY will provide public water main and sanitary sewer line locating services as well as any other utilities that CITY or DEVELOPER is responsible for after DEVELOPER 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. DEVELOPER agrees to pay to City \$40.00 per call for locates that are required within the Development Area as received over the One Call System.
  - (2) CITY will invoice DEVELOPER for the required payment for services on an annual basis and DEVELOPER will have 30 days in which to make payment after receiving invoice. CITY shall maintain records of all costs incurred within the Development



JAV

Area for locating services and DEVELOPER shall have the right to audit and review such records at any time to assure that such records are accurate.

- T. Wastewater Service Agreement Exhibits. The DEVELOPER shall be responsible for providing all exhibits required for the amendment to the CITY'S Wastewater Sewer Agreement with the City of Omaha as requested by CITY.
- U. 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 will be in collaboration with and by the written approval of CITY.
- V. Maintenance of and Transfer of Title to Outlots. DEVELOPER shall be responsible for maintaining the outlots within the Development Area or transferring ownership of said outlots to an association formed to maintain the outlots. CITY shall not have any responsibility for maintenance of outlots that are not under CITY'S ownership. DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation or other transfer of said outlot, it will provide CITY with notice of such intended transfer and a copy of the written notice DEVELOPER provided to the transferee that no buildings can be constructed on said outlot. DEVELOPER further agrees to pay all property taxes due for any outlot owned by DEVELOPER in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale.
- W. Building Permits. The Parties agree that commercial building permits will not be issued for any building within the Mixed Use Development until installation of all Public Improvements, excluding the Gas Distribution System and Electrical Power Service, to service Granite Falls Commercial is complete.

**SECTION 6**

**MISCELLANEOUS**

- A. TERMINATION OF AGREEMENT. This Agreement shall not be terminated except (1) by the written agreement between DEVELOPER and CITY; (2) by written notice of termination by CITY for any material breach or default by DEVELOPER which remains uncured thirty (30) days following notice to DEVELOPER specifying such breach or default ("Notice to Cure"), to be effective upon notice of termination; or (3) by DEVELOPER prior to the commencement of the construction of the Public Improvements, upon written notice to CITY that the economy substantially impairs the success of the development .

If the type of breach is such that cure has been started and takes longer than 30 days to cure, then as long as CITY determines substantial progress is being made, then the cure period shall be extended another 30 days or as otherwise agreed to by CITY and DEVELOPER to allow it to be completed. No termination shall relieve DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination. Notwithstanding the foregoing, CITY may terminate this Agreement immediately upon notice without allowing any right to cure upon the recurrence of any breach or default for which CITY has given a Notice to Cure in the preceding 180 days. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

KAW

B. **INDEMNITY.** In addition to the indemnity obligations otherwise set forth in this Agreement (which obligations shall survive the expiration or termination of this Agreement), DEVELOPER agrees to defend, indemnify and hold CITY and its respective employees, agents and assigns harmless from and against any and all claims, judgments, actions, loss, damage or injury of any nature whatsoever resulting from any gross negligence or lack of performance by DEVELOPER or its employees, agents, contractors, subcontractors or other representatives under this Agreement, including any failure to perform or properly perform as required by this Agreement, or any and all claims, judgments, actions, loss, damage or injury of any nature whatsoever which may otherwise arise from or out of or may be caused by its breach of or default in any warranty, representations, obligation, requirement, responsibility or other provision of this Agreement or from any unlawful or improper discharge by DEVELOPER and its respective employees, agents, contractors and subcontractors related to the Private Improvements and Public Improvements, and assigns into the CITY'S sewer system during the term of this Agreement. Without limiting the generality of the foregoing, such indemnity shall include and extend to any injury, loss or damage:

- (1) to any agent, employee or subcontractor of DEVELOPER or CITY occurring while they are on any premises owned, operated or controlled by CITY for any reason except to the extent such injury is caused by the act, error or omission, including gross negligence, of CITY;
- (2) to any person resulting or arising from or out of or otherwise occurring from either a construction contract entered into by (a) DEVELOPER under the terms of this Agreement, or (b) DEVELOPER on behalf of CITY;
- (3) to any person resulting or arising from or out of or otherwise occurring from a breach of any contract, covenant, representation or warranty made by DEVELOPER in this Agreement;
- (4) to CITY resulting or arising from or out of or otherwise occurring from this Agreement and the construction, financing and installation of the Private Improvements or any Public Improvements; and
- (5) to any person resulting or arising from such person's use or occupancy of any part of the Development Area, including the Private Improvements or any Public Improvements to the extent that such injury, loss or damage is caused by the negligent act, error or omission of DEVELOPER, lack of performance of the terms of this Agreement, or agreement entered into, by DEVELOPER in furtherance of this Agreement.

C. **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. This prohibition shall not apply to any assignment which has the same owners of DEVELOPER or to a successor developer which agrees to perform all of the obligations of the Agreement.

D. **WAIVER.** 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.

E. **GOVERNING LAW.** This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

LAX

F. ENTIRE AGREEMENT.

- (1) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.
- (2) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree to conform to this Agreement and all performance obligations hereunder 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.

G. NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, 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:

For DEVELOPER: B.H.I. Development, Inc.  
 11205 S. 150th Street, Suite 100  
 Omaha, NE 68138  
 Attn: Gerald L. Torczon, President

With Copy to: Pansing Hogan Ernst & Bachman LLP  
 10250 Regency Circle, Suite 300  
 Omaha, NE 68114  
 Attn: John Q. Bachman

For CITY: City Clerk  
 City of Papillion  
 122 East Third Street  
 Papillion, NE 68046  
 AND  
 Planning Director  
 City of Papillion  
 122 East Third Street  
 Papillion, NE 68046

Such address may be changed from time to time by notice to all other PARTIES.

H. NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

MAY

- I. **MISCELLANEOUS.** Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.
- J. **APPROVAL OF PLAT.** DEVELOPER acknowledges that CITY'S approval of the Plat, passed and approved by the Papillion City Council on November 17, 2015, is specifically subject to and conditioned on DEVELOPER'S entering into and complying with this Agreement.
- K. **MIXED USE DEVELOPMENT AGREEMENT.** DEVELOPER acknowledges that CITY'S approval of the Mixed Use Development Agreement, passed and approved by the Papillion City Council on November 17, 2015, is specifically subject to and conditioned on DEVELOPER'S entering into and complying with this Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF PAPIILLION, a municipal corporation of the first class

[Signature]  
Elizabeth Butler, City Clerk

By: [Signature]  
David P. Black, Mayor

CITY SEAL



BHI Development, Inc., a Nebraska corporation,

By [Signature]  
Gerald L. Torczon, President

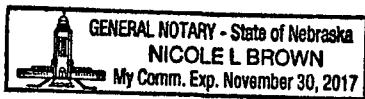
STATE OF NEBRASKA     )  
  )     ss.  
COUNTY OF SARPY        )

Before me, a notary public, in and for said county and state, personally came, Gerald L. Torczon, President of B.H.I. Development, Inc., a Nebraska corporation, known to me to be the identical person who

KAZ

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 16<sup>th</sup> day of November, 2015.



Nicole L Brown  
Notary Public

OBa

**SUBDIVISION AGREEMENT  
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**INTRODUCTION STATEMENT**

**RECITALS**

<b>SECTION</b>	<b>1</b>	<b>Definitions</b>
	<b>2</b>	<b>Authority and Documentation</b>
	<b>3</b>	<b>Representations and Acknowledgements</b>
	<b>4</b>	<b>Allocation of Funds</b>
	<b>5</b>	<b>Other Obligations</b>
	<b>6</b>	<b>Miscellaneous</b>

**EXHIBITS:**

<b>A</b>	<b>Plat Legal Description with Metes and Bounds</b>
<b>B</b>	<b>Final Plat</b>
<b>C</b>	<b>Streets and Walks</b>
<b>D</b>	<b>Sanitary Sewers and Water Lines</b>
<b>E</b>	<b>Erosion Controls and Storm Sewers</b>
<b>F</b>	<b>Granite Falls Commercial Mixed Use Site Plan</b>

P Bb

EXHIBIT "A"  
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF TAX LOT 1B, A TAX LOT LOCATED IN PART OF THE SW1/4 OF THE SE1/4 ALSO PART OF THE SE1/4 OF THE SE1/4 OF SECTION 29, AND TOGETHER WITH PART OF THE SW1/4 OF THE SW1/4 OF SECTION 28, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SW1/4 OF SECTION 28; THENCE S02°25'52"E (ASSUMED BEARING) ALONG THE EAST LINE SAID OF SECTION 29, SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 28, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 1791.73 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF 108TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF SAID 108TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S46°36'08"E, A DISTANCE OF 18.20 FEET; THENCE S58°07'36"E, A DISTANCE OF 64.21 FEET; THENCE N86°31'02"E, A DISTANCE OF 116.42 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH AN RADIUS OF 523.32 FEET, A DISTANCE OF 113.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S48°51'29"W, A DISTANCE OF 113.35 FEET; THENCE S42°38'27"W, A DISTANCE OF 48.28 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 22.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S36°15'36"W, A DISTANCE OF 22.23 FEET; THENCE S29°52'45"W, A DISTANCE OF 121.89 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 323.00 FEET, A DISTANCE OF 165.28 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S15°13'13"W, A DISTANCE OF 163.48 FEET; THENCE S00°33'40"W, A DISTANCE OF 216.57 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370 ON THE FOLLOWING EIGHT (8) COURSES: THENCE S86°49'45"W, A DISTANCE OF 180.50 FEET; THENCE N32°02'16"W, A DISTANCE OF 67.54 FEET; THENCE N89°26'21"W, A DISTANCE OF 88.98 FEET; THENCE S78°36'45"W, A DISTANCE OF 454.51 FEET; THENCE N82°26'26"W, A DISTANCE OF 483.51 FEET; THENCE S67°26'06"W, A DISTANCE OF 246.94 FEET; THENCE S86°49'45"W, A DISTANCE OF 909.57 FEET; THENCE N21°45'24"W, A DISTANCE OF 561.37 FEET TO A POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY OF HIGHWAY 370 AND THE EAST RIGHT-OF-WAY LINE OF 114TH STREET; THENCE S87°29'27"W, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4 OF SECTION 29; THENCE N02°30'33"W ALONG SAID WEST LINE OF THE SE1/4 OF SECTION 29, A DISTANCE OF 255.22 FEET; THENCE N87°29'27"E ALONG THE SOUTH LINE OF LOT 1, KINGSBURY HILLS, A SUBDIVISION LOCATED IN SAID SECTION 29 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 119.44 FEET; THENCE ALONG THE NORTH LINE OF SAID TAXLOT 1B, SAID LINE ALSO BEING SAID SOUTH LINE OF KINGSBURY HILLS ON THE FOLLOWING SEVENTEEN (17) COURSES: THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 239.76 FEET, A DISTANCE OF 34.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°23'11"E, A DISTANCE OF 34.47 FEET; THENCE N87°29'27"E, A DISTANCE OF 524.28 FEET; THENCE N02°55'11"W, A DISTANCE OF 192.34 FEET; THENCE N33°05'56"E, A DISTANCE OF 90.90 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS

Q Bc

OF 125.00 FEET, A DISTANCE OF 78.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S74°49'33"E, A DISTANCE OF 76.94 FEET; THENCE N87°14'59"E, A DISTANCE OF 366.59 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 12.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°44'16"E, A DISTANCE OF 12.25 FEET; THENCE S84°43'31"E, A DISTANCE OF 60.15 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.50 FEET, A DISTANCE OF 18.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S65°53'57"E, A DISTANCE OF 17.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.50 FEET, A DISTANCE OF 96.52 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°13'28"E, A DISTANCE OF 86.60 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 27.50 FEET, A DISTANCE OF 18.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N60°25'48"E, A DISTANCE OF 17.82 FEET; THENCE N79°20'15"E, A DISTANCE OF 60.73 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 12.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N83°17'37"E, A DISTANCE OF 12.07 FEET; THENCE N87°14'59"E, A DISTANCE OF 456.08 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 52.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N77°08'54"E, A DISTANCE OF 52.62 FEET; THENCE S18°38'08"W, A DISTANCE OF 345.07 FEET; THENCE S71°21'52"E, A DISTANCE OF 147.06 FEET; THENCE N87°34'08"E ALONG SAID NORTH LINE OF TAXLOT 1B, SAID LINE ALSO BEING THE SOUTH LINE OF OUTLOT "C", SAID KINGSBURY HILLS, SAID LINE ALSO BEING THE SOUTH LINE OF LOTS 9 THRU 13, KINGSBURY HILLS REPLAT 1, A SUBDIVISION LOCATED IN SAID SAID SECTION 29, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID 108TH STREET, A DISTANCE OF 716.21 FEET TO THE POINT OF BEGINNING.

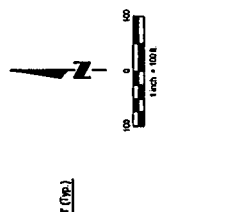
SAID TRACT OF LAND CONTAINS AN AREA OF 2,133,989 SQUARE FEET, OR 48.990 ACRES, MORE OR LESS.



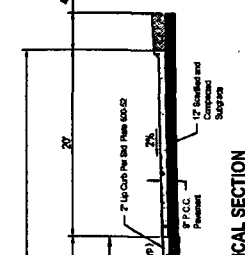


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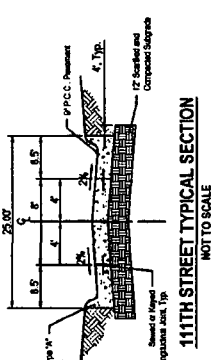
E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 222 Main Street, Suite 1100 Granite Falls, NC 28740 Phone: 828.538.1100 Fax: 828.538.1101 www.eaag.com		GRANITE FALLS COMMERCIAL GRANITE COUNTY, NORTHERN CAROLINA	EXHIBIT 'C' STREETS AND WALKS	Project No. 2004-01-005	Date 10-15-04	Drawn By [Signature]	Checked By [Signature]	Scale As Shown
				Sheet 1 of 1	Date 10-15-04	Drawn By [Signature]	Checked By [Signature]	Scale As Shown



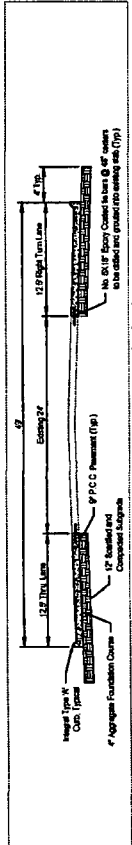
**CUMBERLAND DRIVE WITH ON-STREET PARKING TYPICAL SECTION**  
NOT TO SCALE



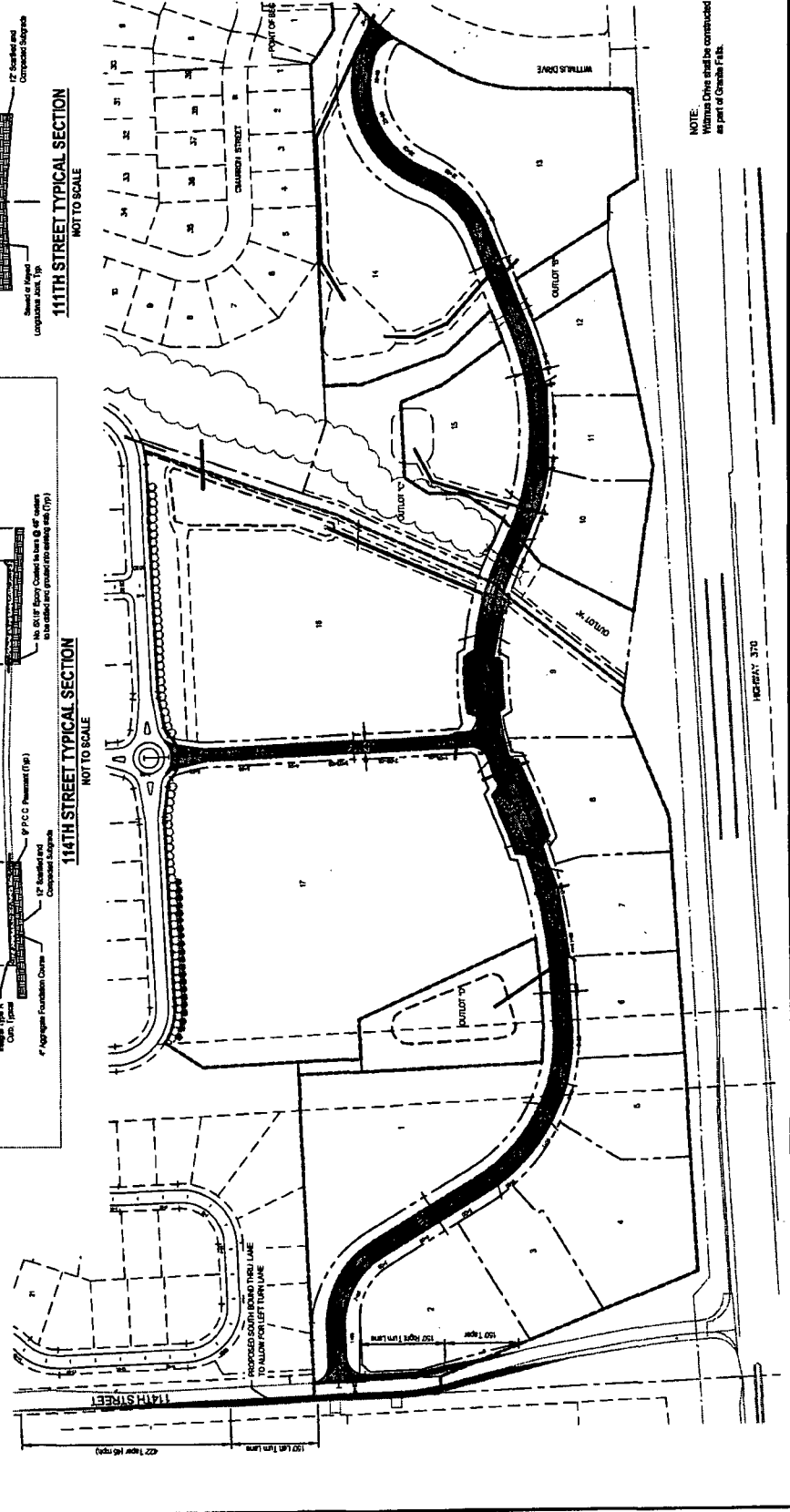
**CUMBERLAND DRIVE - TYPICAL SECTION**  
NOT TO SCALE



**111TH STREET TYPICAL SECTION**  
NOT TO SCALE



**114TH STREET TYPICAL SECTION**  
NOT TO SCALE

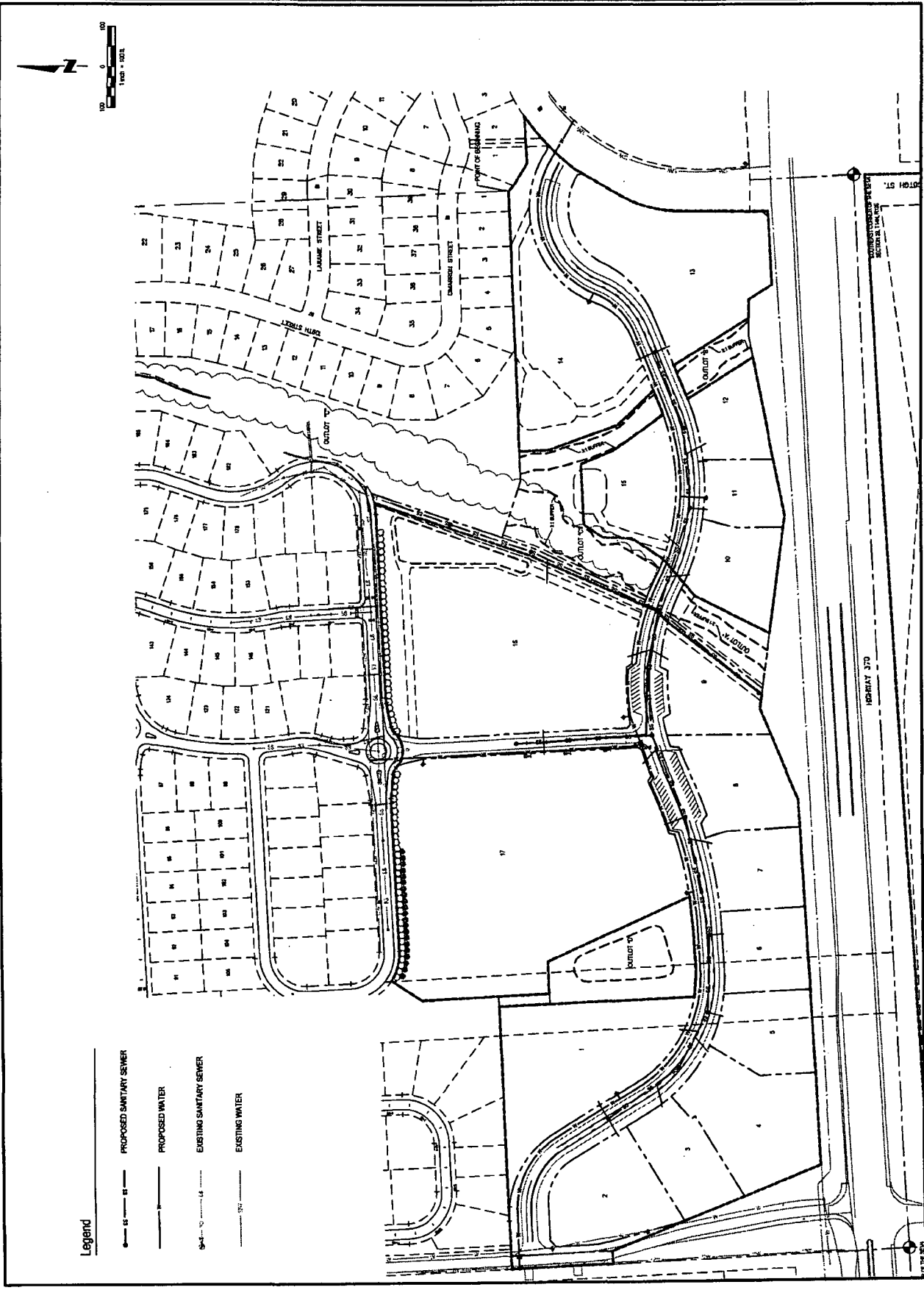


NOTE:  
Wilkins Drive shall be constructed  
as part of Granite Falls.

PROPERTY: 370

TBF

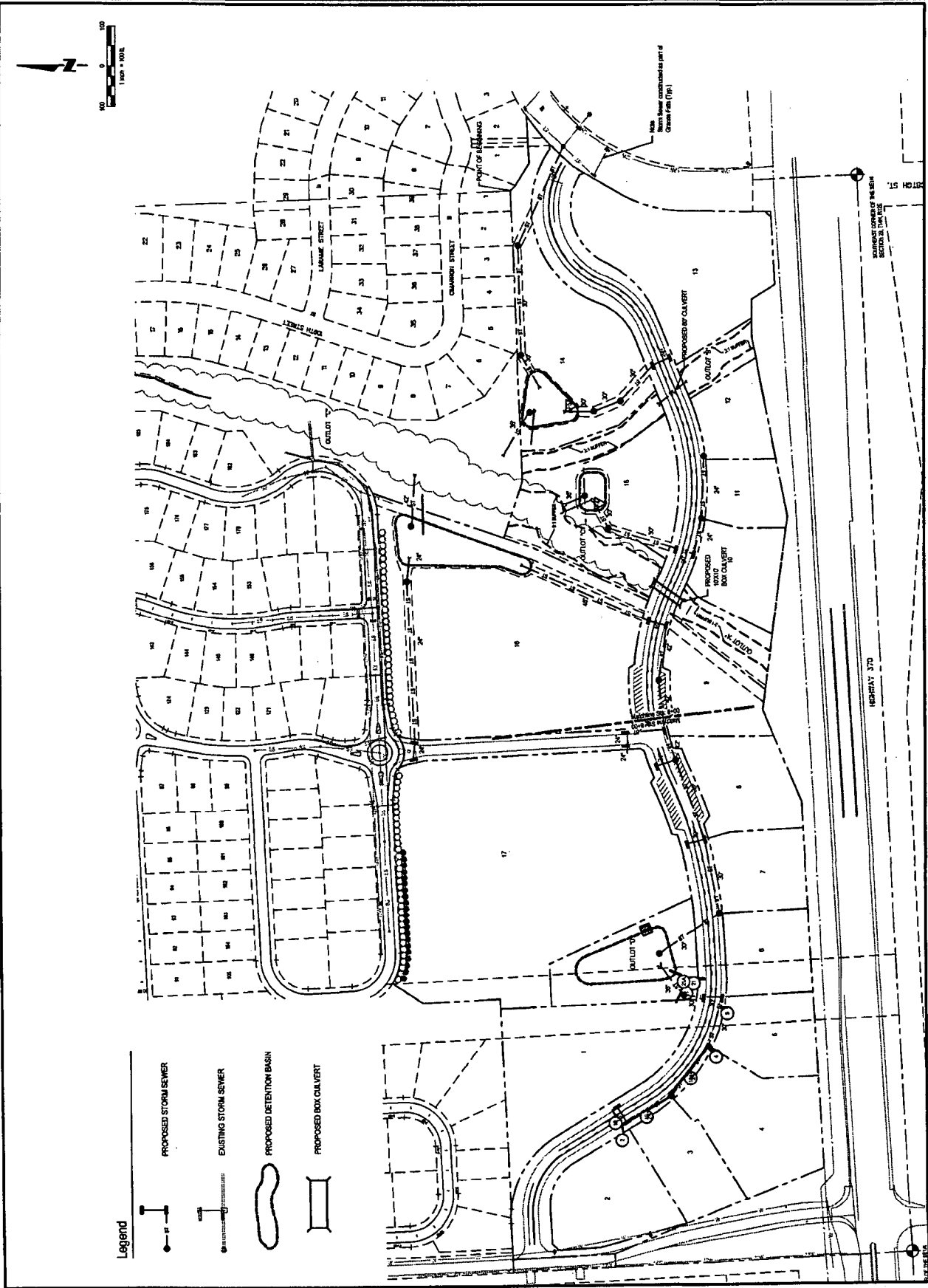
<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 2700 Main Street, Suite 100, Grand Rapids, MI 49503 Phone: (616) 233-1234 Fax: (616) 233-1235 www.eandagroup.com		<b>Engineering Answers</b> 	<b>GRANITE FALLS COMMERCIAL</b> SADDY COUNTY, MINNESOTA	<b>EXHIBIT 'D'</b> <b>SANITARY SEWER AND</b> <b>WATER LINES</b>	Project No. 2004-220-002 Date: 10/14/04 Drawn by: J. J. [unreadable] Checked by: [unreadable] Title: [unreadable]
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- Legend**
- PROPOSED SANITARY SEWER
  - - - - - PROPOSED WATER
  - EXISTING SANITARY SEWER
  - - - - - EXISTING WATER

HBG

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 2200 Main 117th Street, Omaha, NE 68134 Phone: 402.392.4300 Fax: 402.392.2008 www.eag.com		GRANITE FALLS COMMERCIAL SADDY QUARTY, NEBRASKA	EXHIBIT E EROSION CONTROLS AND STORM SEWERS	Project No. 2008-225-022 Drawing No. 2008-225-022-01 Date 04-13-14 Project Name GRANITE FALLS COMMERCIAL Client Name GRANITE FALLS COMMERCIAL Designer Name Checker Name Date
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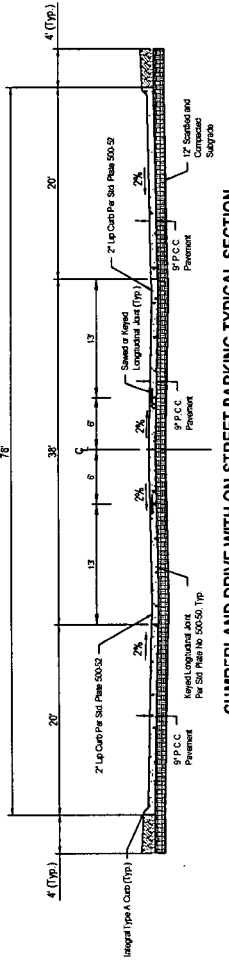


- Legend**
- PROPOSED STORM SEWER
  - EXISTING STORM SEWER
  - PROPOSED DETENTION BASIN
  - PROPOSED BOX CULVERT

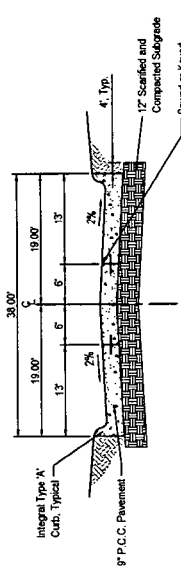




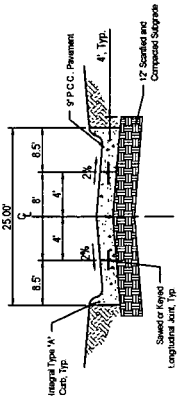
BJ



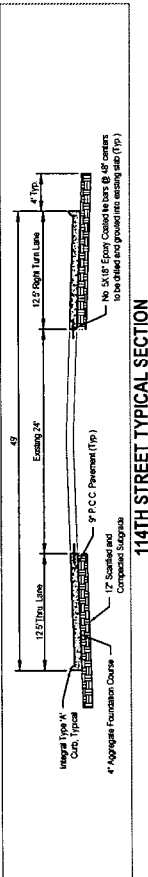
**CUMBERLAND DRIVE WITH ON-STREET PARKING TYPICAL SECTION**  
NOT TO SCALE



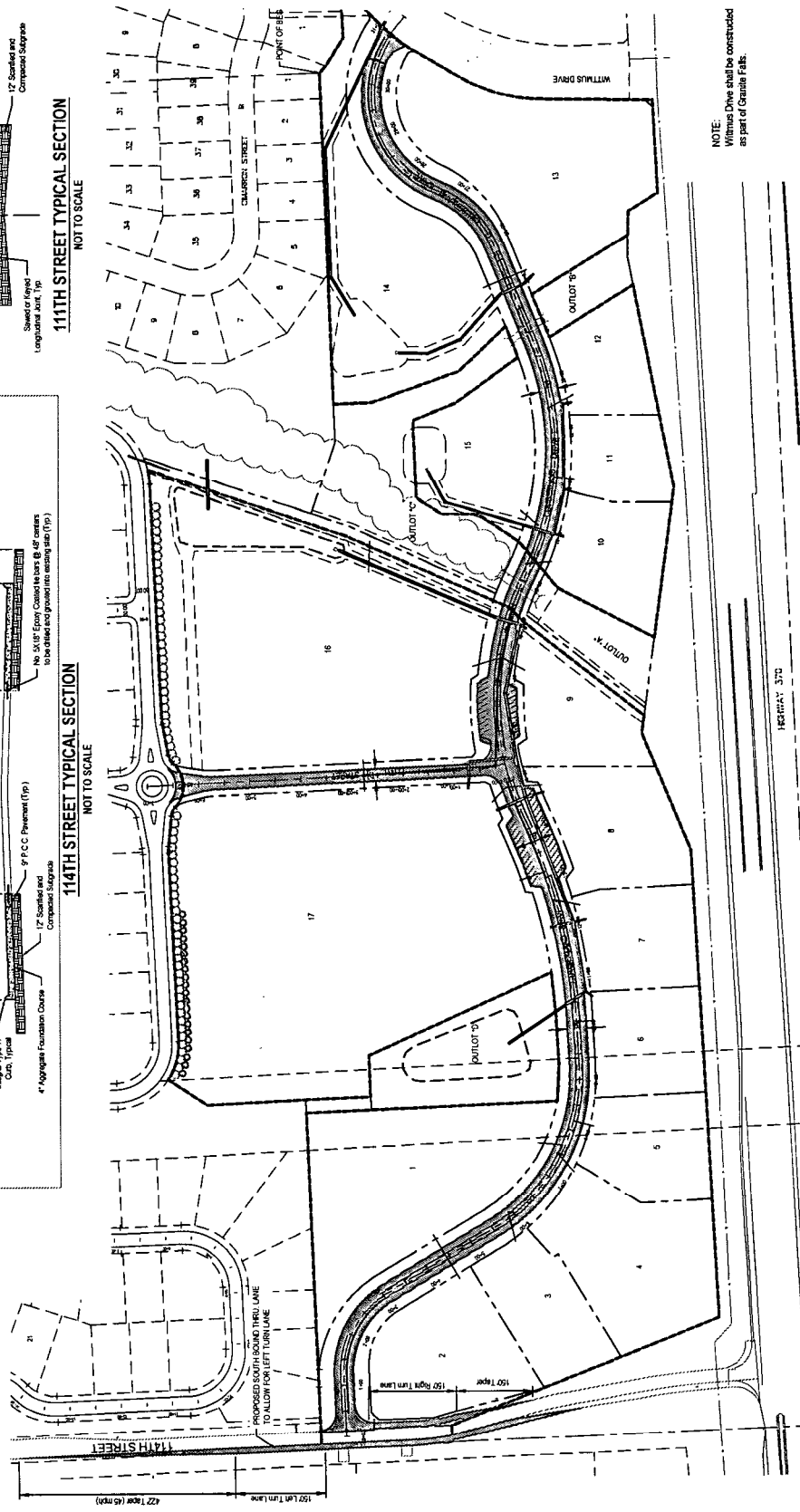
**CUMBERLAND DRIVE - TYPICAL SECTION**  
NOT TO SCALE



**114TH STREET TYPICAL SECTION**  
NOT TO SCALE



**114TH STREET TYPICAL SECTION**  
NOT TO SCALE

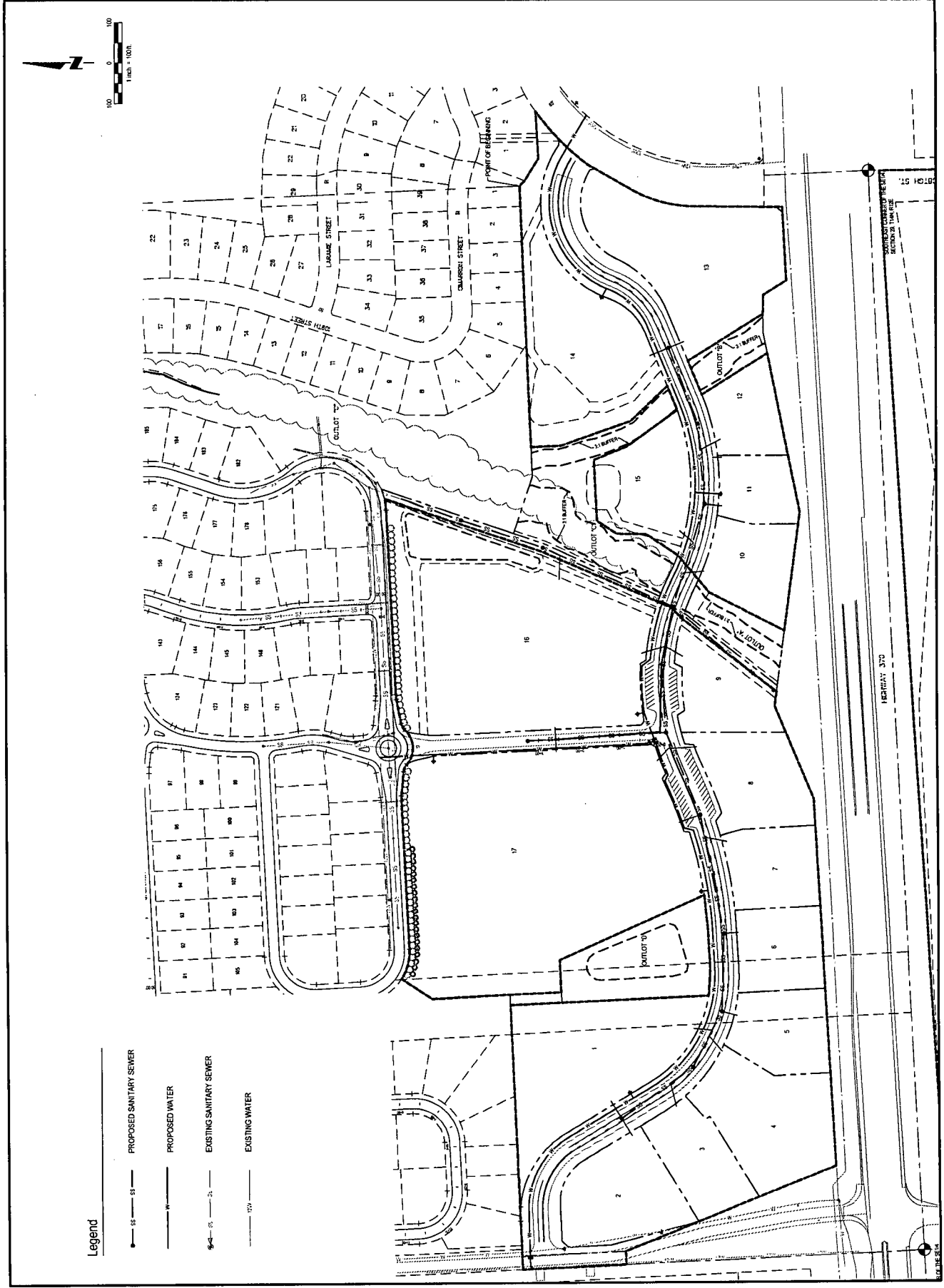


NOTE:  
Wilmas Drive shall be constructed as part of Granite Falls.

DATE: 7/27/11

BK

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 250 NORTH 17TH STREET, SUITE 200 FAYETTEVILLE, AR 72701 PHONE: 479.528.4700 FAX: 479.528.2535 WWW.EAGC.COM		GRANITE FALLS COMMERCIAL SHERIDAN COUNTY, MINNESOTA	EXHIBIT 'D' SANITARY SEWER AND WATER LINES	Date: 2/23/14	Project:
				Drawn by:	Checked by:



- Legend**
- SS — SS — PROPOSED SANITARY SEWER
  - W — PROPOSED WATER
  - SS — SS — EXISTING SANITARY SEWER
  - W — EXISTING WATER





Bm

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

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

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

PROJECT : GRANITE FALLS COMMERCIAL ZONING: MU  
DEVELOPER: TORCZON  
AREA (ACRES): 46.2 GROSS 38.36 NET  
JURISDICTION: PAPIILLION  
DATE: 07/26/16  
ESTIMATED BY: WESTERGARD

GRANITE FALLS COMMERCIAL						
ITEM	CONSTRUCTION COST	TOTAL COST	PRIVATE / OTHERS	SPECIAL ASSESSED	GENERAL OBLIGATION	FUTURE GEN. OBL.
SANITARY SEWER (INTERIOR)	177,812	245,381		233,441	11,940	
PAVING(INTERIOR)	689,327	951,272		691,031	260,240	
WATER (INTERIOR)	163,500	225,630		181,967	43,663	
CAPITAL FACILITIES CHARGES	273,282	314,275		157,137	157,137	
UNDERGROUND ELECTRICAL	137,329	175,781		175,781	0	
STORM SEWER	309,852	427,596		0	427,596	
PRIVATE TRAILS	46,300	46,300	46,300			
EXTERIOR SIDEWALKS	43,808	60,456	60,456	0	0	
BOX CULVERTS	422,152	489,696	489,696	0	0	
114th STREET & HWY. 370 SIGNAL	317,680	381,216	285,912	0	95,304	
114th STREET & HWY. 370 INTERSECTION PAVING	218,625	262,350	131,175		131,175	
WITTMUS DR. PROPORTIONATE SHARE PAVING	92,134	105,954		105,954	0	
WITTMUS DR. PROPORTIONATE SHARE WATER	14,333	16,483		16,483	0	
HWY. 370 & WITTMUS INTERSECTION SHARE	244,170	280,796			280,796	
114th & CUMBERLAND LANE WIDENING	119,520	167,328			167,328	
114th & CUMBERLAND TRAFFIC SIGNAL	200,000	280,000	140,000			140,000
CUMBERLAND & WITTMUS DRIVE TRAFFIC SIGNA	200,000	280,000				280,000
CONTRIBUTION TO HWY. 370 TUNNEL	100,000	115,000				115,000
<b>TOTALS</b>	<b>3,769,825</b>	<b>4,825,512</b>	<b>1,153,539</b>	<b>\$1,561,794</b>	<b>\$1,575,179</b>	<b>\$535,000</b>

PER LAND SF **\$0.93**

VALUATION at 100%

263,100 SF BLDG. AT \$ 180.00 PER S.F. \$ 47,358,000

DEBT RATIO (with all G.O.) 4.46%

DEBT RATIO (without "Future Gen. Ob 3.33%

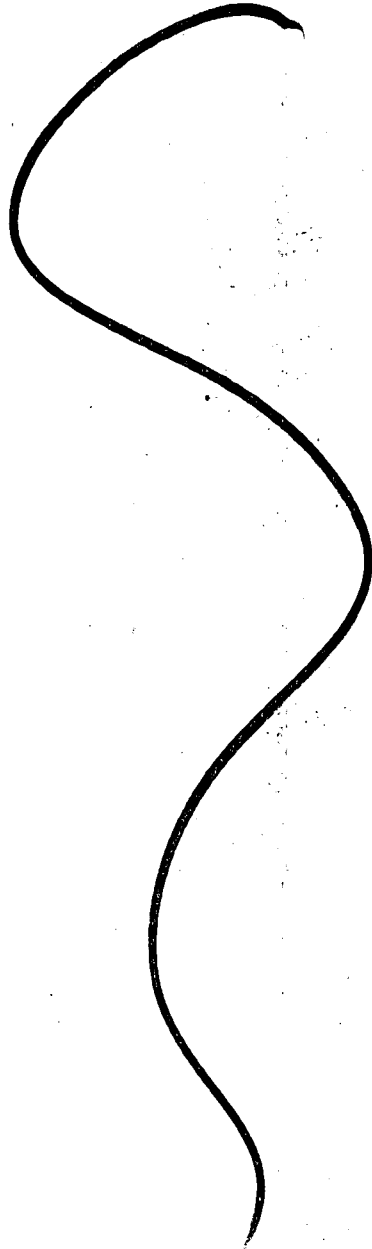
LOG OF REVISIONS:

- 4/15/2016 Deleted internal outfall sewer to the south, easement will be provided for future extension
- 4/15/2016 Changed Cumberland,Witmus signal from special to GO. Consensus is warrants will never be met
- 4/15/2016 Latest costs DO include 25% reduction in Capital Facilities Fees. John F and Jeff T are going to check with Chris M.
- 4/15/2016 Itemized Hwy 370 & Wittmus intersection improvement costs and showed allocation of costs
- 4/15/2016 Split 114th & 370 into separate "signal" and "paving" projects. Signal split 25% each quadrant. Paving split 50-50 with development to the west
- Also entire projects costs shown with SID 315 as lead and reimbursements coming from other developments
- 4/15/2016 Added private trails to costs as shown on MU plan in vicinity of Lot 14 and Lot 1(OPPD trail). Cost are private.
- 4/15/2016 Debt ratio shown exceeds 4%. Items shown in bold green are items considered to be constructed quite a distance in the future or never.
- Discounting the three items noted reduced to debt ratio to 3.36%
- 5/12/2016 Deleted 25% credit for capital facilities fees
- 5/12/2016 Provided debt ratio calculation without traffic signal costs at 114th/Cumberland & Wittmus/Cumberland
- 6/8/2016 Changed Exterior sidewalks to private expense from a GO expense per City review comments
- 7/26/2016 Revised Capital Facilities Fees to \$173,282 per City Comment

Exhibit "H"  
Source and Use of Funds

Bn

7/26/2016 Added separate column on summary sheet for "Future General Obligation"



PROJECT: SANITARY SEWER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECT TO SANITARY SEWER STUB	1	EA	\$1,000.00	1,000
2	CONSTRUCT 8" SANITARY SEWER PIPE	3,390	LF	\$28.00	94,920
3	CONSTRUCT 12" SANITARY SEWER PIPE	722	LF	\$36.00	25,992
4	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (16)	146	VF	\$350.00	51,100
5	CONSTRUCT 8" DIAMETER DROP CONNECTION (3)	24	VF	\$200.00	4,800

TOTAL ESTIMATED CONSTRUCTION COST:		\$177,812
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$8,890.60
TOTAL DISTRICT LEGAL COSTS AT -	5%	\$8,891
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$14,225
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$14,225
TOTAL DISTRICT TESTING COSTS AT -	2.0%	\$3,556
TOTAL DISTR. WARRANT INTEREST COSTS AT -	10%	\$17,781
TOTAL DISTRICT COST W/ SOFT COSTS AT -	38%	\$245,381

G.O. ITEMS

12" OUTFALL SEWER	0	LF	\$36	\$0
12" OVERSIZE	721	LF	\$12	\$11,940
OUTFALL MANHOLE	0	VF	\$350	\$0
				\$11,940

PROJECT: PAVING (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Remove Concrete Header	38	LS	\$3.00	\$114
2	Remove End of Road Marker	4	EA	\$50.00	\$200
3	Sawcut - Full Depth	167	LF	\$5.00	\$835
4	Earthwork (Subgrade Preparation)	5,336	CY	\$4.00	\$21,345
5	Construct 9" Concrete Pavement (Type L65) w/ Integral Curb	14,809	SY	\$35.00	\$518,315
6	Construct 7" Concrete Pavement (Type L65) w/ Integral Curb	1,200	SY	\$30.00	\$36,000
7	Construct 6" PCC Median Colored Surfacing	261	SF	\$8.00	\$2,088
8	Adjust Manhole to Grade	13	EA	\$250.00	\$3,250
9	Construct Curb Inlet, Type I	5	EA	\$2,500.00	\$12,500
10	Construct Curb Inlet, Type III	12	EA	\$3,000.00	\$36,000
11	Preformed Pavement Marking Tape Symbol - Type "ONLY", White	4	EA	\$350.00	\$1,400
12	Preformed Pavement Marking Tape Symbol - Type Directional Arrow, White	8	EA	\$350.00	\$2,800
13	5" Preformed Pavement Marking Tape - White, Grooved, Type 4	400	LF	\$4.00	\$1,600
14	5" Preformed Pavement Marking Tape - Yellow, Grooved, Type 4	6,726	LF	\$4.00	\$26,904
15	12" Preformed Pavement Marking Tape - White, Grooved, Type 4	60	LF	\$10.00	\$600
16	24" Preformed Pavement Marking Tape - White, Grooved, Type 4	576	LF	\$20.00	\$11,520
17	Painted Parking Striping	1	LS	\$2,500.00	\$2,500
18	Common Excavation (Established Quantity)	2839	CY	\$4.00	\$11,356

TOTAL ESTIMATED CONSTRUCTION COST:		\$689,327
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$34,466
TOTAL DISTRICT LEGAL COSTS AT -	5%	\$34,466
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$55,146
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$55,146
TOTAL DISTRICT TESTING COSTS AT -	2.0%	\$13,787
TOTAL DISTR. WARRANT INTEREST COSTS AT -	10%	\$68,933
TOTAL DISTRICT COST W/ SOFT COSTS AT -	38.0%	\$951,272

NOTES:

2) G.O. ITEMS

INTERSECTIONS	560	SY	\$27,048
OVERWIDTH	4,333	SY	\$209,284
OUTLOT FRONTAGE	495	SY	\$23,909
G.O. TOTAL			\$260,240

Bp

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	38.36	ACRES	\$3,580.00	\$137,329

TOTAL ESTIMATED CONSTRUCTION COST:					\$137,329
TOTAL DISTRICT FISCAL COSTS AT -		5.0%			\$6,866
TOTAL DISTRICT LEGAL COSTS AT -		2%			\$2,747
TOTAL DISTRICT ENGR. DESIGN COSTS AT -		6%			\$8,240
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -		5.0%			\$6,866
TOTAL DISTRICT TESTING COSTS AT -		0.0%			\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT -		10%			\$13,733
TOTAL DISTRICT COST W/ SOFT COSTS AT -		28.0%			\$175,781

PROJECT: WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 12" D.I.P., CL 350 WATER MAIN	3,100	LF	\$40.00	\$124,000
2	BORE 12" D.I.P., CL 350 WATER MAIN	60	LF	\$50.00	\$3,000
3	INSTALL 12" GATE VALVE AND BOX	4	EA	\$2,500.00	\$10,000
4	CONSTRUCT FIRE HYDRANT ASSEMBLY	5	EA	\$3,800.00	\$19,000
5	RELOCATE EXISTING HYDRANT	1	EA	\$2,500.00	\$2,500
6	CONNECTION TO EXISTING MAIN	2	EA	\$2,500.00	\$5,000

TOTAL ESTIMATED CONSTRUCTION COST:					\$163,500
TOTAL DISTRICT FISCAL COSTS AT -		5.0%			\$8,175
TOTAL DISTRICT LEGAL COSTS AT -		5%			\$8,175
TOTAL DISTRICT ENGR. DESIGN COSTS AT -		8.0%			\$13,080
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -		8.0%			\$13,080
TOTAL DISTRICT TESTING COSTS AT -		2.0%			\$3,270
TOTAL DISTR. WARRANT INTEREST COSTS AT -		10%			\$16,350
TOTAL DISTRICT COST W/ SOFT COSTS AT -		38.0%			\$225,630

G.O. ITEMS

OVERSIZE 12" WATER MAIN	3,100	LF	\$42,780
OVERSIZE 12" BORE	60	LF	\$828
OVERSIZE 12" VALVE	4	EA	\$55

G.O. TOTAL \$43,663

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	PAPILLION COMMERCIAL CAP. FAC. CHARGES	37.874	ACRES	\$6,515.00	\$246,749
2	PAPILLION COMMERCIAL CAP. FAC. CHARGES OUTLOTS	4.364	ACRES	\$6,080.00	\$26,533

TOTAL ESTIMATED CONSTRUCTION COST:					\$273,282
TOTAL DISTRICT FISCAL COSTS AT -		5.0%			\$13,664
TOTAL DISTRICT LEGAL COSTS AT -		0%			\$0
TOTAL DISTRICT ENGR. DESIGN COSTS AT -		0%			\$0
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -		0%			\$0
TOTAL DISTRICT TESTING COSTS AT -		0.0%			\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT -		10%			\$27,328
TOTAL DISTRICT COST W/ SOFT COSTS AT -		15.0%			\$314,275

Bq

PROJECT: **STORM SEWER**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 15" RCP, CLASS III	131	LF	\$30.00	\$3,930
2	CONSTRUCT 18" RCP, CLASS III	128	LF	\$34.00	4,352
3	CONSTRUCT 24" RCP, CLASS III	1,540	LF	\$45.00	69,300
4	CONSTRUCT 30" RCP, CLASS III	1,018	LF	\$60.00	61,080
5	CONSTRUCT 36" RCP, D(0.01) = 1,350	373	LF	\$80.00	29,840
6	CONSTRUCT 42" RCP, D(0.01) = 1,350	730	LF	\$90.00	65,700
7	CONSTRUCT 24" RC FLARED END SECTION	2	EA	\$800.00	1,600
8	CONSTRUCT 30" RC FLARED END SECTION	1	EA	\$1,000.00	1,000
9	CONSTRUCT 36" RC FLARED END SECTION	1	EA	\$1,500.00	1,500
10	CONSTRUCT 42" RC FLARED END SECTION	1	EA	\$1,800.00	1,800
11	CONSTRUCT 54" I.D. STORM MANHOLE (6)	53	VF	\$450.00	23,850
12	CONSTRUCT 60" I.D. STORM MANHOLE (4)	24	VF	\$550.00	13,200
13	CONSTRUCT 72" I.D. STORM MANHOLE (3)	29	VF	\$600.00	17,400
14	CONSTRUCT 84" I.D. STORM MANHOLE (1)	7	VF	\$700.00	4,900
15	CONSTRUCT SEDIMENT BASIN RISER AND BARREL	1	LS	\$5,000.00	5,000
16	INSTALL PIPE COUPLERS	45	EA	\$120.00	5,400

TOTAL ESTIMATED CONSTRUCTION COST:		\$309,852
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$15,493
TOTAL DISTRICT LEGAL COSTS AT -	5%	\$15,493
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$24,788
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$24,788
TOTAL DISTRICT TESTING COSTS AT -	2.0%	\$6,197
TOTAL DISTR. WARRANT INTEREST COSTS AT -	10%	\$30,985
TOTAL DISTRICT COST W/ SOFT COSTS AT -	38.0%	\$427,596

100% G.O.

PROJECT: **PRIVATE TRAILS**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONCRETE TRAIL LOT 1 (OPPD) 6' WIDTH	5,100	S.F.	\$4.00	\$20,400
2	CONCRETE TRAIL LOT 14, 8' WIDTH	5,600	S.F.	\$4.00	\$22,400
3	EARTHWORK	2,000	C.Y.	1.75	3,500

TOTAL ESTIMATED CONSTRUCTION COST:		\$46,300
TOTAL DISTRICT FISCAL COSTS AT -	0.0%	\$0
TOTAL DISTRICT LEGAL COSTS AT -	0%	\$0
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	0.0%	\$0
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	0.0%	\$0
TOTAL DISTRICT TESTING COSTS AT -	0.0%	\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT -	0%	\$0
TOTAL DISTRICT COST W/ SOFT COSTS AT -	0.0%	\$46,300

PROJECT: **EXTERIOR SIDEWALKS**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONCRETE SIDEWALK (WEST WITTMUSS FRONTAGE 6' WIDTH)	3,100	S.F.	\$4.00	\$12,400
2	CONCRETE SIDEWALK (EAST 114TH FRONTAGE TO 370, 6' WIDTH)	5,300	S.F.	\$4.00	\$21,200
3	CONCRETE SIDEWALK (OUTLOT FRONTAGE)	2,100	S.F.	\$4.00	\$8,400
4	EARTHWORK	1,033	C.Y.	1.75	1,808

TOTAL ESTIMATED CONSTRUCTION COST:		\$43,808
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$2,190
TOTAL DISTRICT LEGAL COSTS AT -	5%	\$2,190
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$3,505
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$3,505
TOTAL DISTRICT TESTING COSTS AT -	2.0%	\$876
TOTAL DISTR. WARRANT INTEREST COSTS AT -	10%	\$4,381
TOTAL DISTRICT COST W/ SOFT COSTS AT -	38.0%	\$60,456

Br

PROJECT: **BOX CULVERTS**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Excavation On-Site (Established Quantity)	1,650	CY	13.70	\$22,605
2	Construct 7' x 10' Concrete Box Culvert	86	LF	1,511.60	129,998
3	Construct Segmental Retaining Wall	1,781	SF	54.30	96,708
4	Anti-Graffiti Coating	1,781	SF	1.40	2,493
5	Retaining Wall Sealant	1,781	SF	1.00	1,781
6	Construct 60" RCP, D0.01=1,350	160	LF	344.00	55,040
7	Construct 60" RC Flared End Section	2	EA	3,365.00	6,730
8	Install Pipe Couplers	9	EA	100.00	900
9	Construct Type B Rip-Rap (Grouted in Place)	470	TON	75.50	35,485
10	Install Seeding - Type B	0.5	AC	1,184.30	592
11	Install Seeding - Type Channel Seed	0.15	AC	1,030.00	\$155
12	Install Rolled Erosion Control, Type II	2,200	SY	1.10	\$2,420
13	Install Turf Reinforcement Mat, Type B	650	SY	4.50	\$2,925
14	Install Silt Fence	600	LF	2.20	\$1,320
15	Clearing and Grubb, Temporary Pipe, Grading and Surcharge (By Others)	1	LS	63,000.00	\$63,000

TOTAL ESTIMATED CONSTRUCTION COST: \$422,152

TOTAL DISTRICT FISCAL COSTS AT -	0.0%	\$0
TOTAL DISTRICT LEGAL COSTS AT -	0%	\$0
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	7.0%	\$29,551
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	7.0%	\$29,551
TOTAL DISTRICT TESTING COSTS AT -	2.0%	\$8,443
TOTAL DISTR. WARRANT INTEREST COSTS AT -	0%	\$0

TO BE PAID PRIVATELY

TOTAL DISTRICT COST W/ SOFT COSTS AT - 16.0% \$489,696

PROJECT: **WITTMUS DR. PROPORTIONATE SHARE PAVING**

NO.	ITEM	QUANT.	UNIT	UNIT PRICE	COST
1	WITTMUS DRIVE PAVING	1	LS	\$ 92,134.00	\$92,134

TOTAL ESTIMATED CONSTRUCTION COST: \$92,134

TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$4,607
TOTAL DISTRICT LEGAL COSTS AT -	0%	\$0
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	0.0%	\$0
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	0.0%	\$0
TOTAL DISTRICT TESTING COSTS AT -	0.0%	\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT -	10%	\$9,213

TOTAL DISTRICT COST W/ SOFT COSTS AT - 15.0% \$105,954

PROJECT: **WITTMUS DR. PROPORTIONATE SHARE WATER**

NO.	ITEM	QUANT.	UNIT	UNIT PRICE	COST
1	WITTMUS DRIVE WATER	1	LS	\$ 14,333.00	\$14,333

TOTAL ESTIMATED CONSTRUCTION COST: \$14,333

TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$717
TOTAL DISTRICT LEGAL COSTS AT -	0%	\$0
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	0%	\$0
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	0%	\$0
TOTAL DISTRICT TESTING COSTS AT -	0.0%	\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT -	10%	\$1,433

TOTAL DISTRICT COST W/ SOFT COSTS AT - 15.0% \$16,483

PROJECT: HWY. 370 & WITTMUS INTERSECTION SHARE

NO.	ITEM	QUANT.	UNIT	UNIT COST	TOTAL COST
1	Remove 18" Culvert Pipe	60	LF	14.00	840
2	Remove Inlet	1	EA	451.00	451
3	Remove PCC Pavement	1,140	SY	11.35	12,939
4	Remove Asphalt Shoulder	430	SY	7.04	3,027
5	Remove Asphalt Pavement	175	SY	11.25	1,969
6	Remove Concrete Median Surfacing	100	SY	11.45	1,145
7	Sawcut - Full Depth	3,200	LF	4.85	15,520
8	Remove Concrete Header	75	LF	6.06	455
9	Remove End of Road Barricade	10	EA	18.20	182
10	Remove and Reset Signs	6	EA	292.00	1,752
11	Remove and Reset Mailbox	2	EA	164.00	328
12	Relocate Light Pole	2	EA	2,981.00	5,962
13	18" RC Flared End Section	1	EA	505.00	505
14	15" RCP, Class III Sewer Pipe	10	LF	65.75	658
15	18" RCP, Class III Sewer Pipe	20	LF	61.65	1,233
16	Pipe Couplers	9	EA	120.00	1,080
17	Curb Inlet, Type I	1	EA	3,375.00	3,375
18	Earthwork (Subgrade Preparation)	1,997	CY	9.61	19,191
19	10" Concrete Pavement (Class 47B-3500)	5,175	SY	57.20	296,010
20	10" Concrete Pavement (Class 47B-HE-3625)	127	SY	90.80	11,532
21	6" Concrete Pavement (Class 47B-3500)	750	SY	39.65	29,738
22	7" Concrete Driveway (Class 47B-3500)	65	SY	46.60	3,029
23	4" Concrete Median Surfacing (Class 47B-3500)	150	SY	57.90	8,685
24	5" Concrete Sidewalk (Class 47B-3500)	50	SY	50.75	2,538
25	6" Concrete Bikeway (Class 47B-3500)	252	SY	47.60	11,995
26	6" Concrete Curb Ramp (Class 47B-3500)	37	SY	92.95	3,439
27	6" Concrete Stamped Sidewalk (Class 47B-3500)	3	SY	61.30	184
28	Detectable Warning Panels	72	SF	16.00	1,152
29	Tie Bars	1,560	EA	5.37	8,377
30	Aggregate Foundation Course	1,515	TN	31.65	47,950
31	Granular Subdrain	7	EA	305.00	2,135
32	Permanent Pavement Marking, Paint - 5" Solid White	116	LF	1.43	166
33	24" Preformed Pavement Marking Tape - White, Grooved, Type 4	210	LF	20.75	4,358
34	12" Preformed Pavement Marking Tape - White, Grooved, Type 4	1,995	LF	10.40	20,748
35	10" Preformed Pavement Marking Tape - White, Grooved, Type 4	75	LF	8.35	626
36	5" Preformed Pavement Marking Tape - White, Grooved, Type 4	2,891	LF	4.18	12,084
37	5" Preformed Pavement Marking Tape - Yellow, Grooved, Type 4	1,354	LF	4.18	5,660
38	Preformed Pavement Marking Tape Symbol, Type "Only", White	3	EA	406.00	1,218
39	Preformed Pavement Marking Tape Symbol, Type Directional Arrow, White	13	EA	394.00	5,122
40	Erosion Control, Type 1D	500	SY	1.43	715
41	Seeding, Type A	1	AC	1,766.00	1,766
42	Seeding, Type B	1	AC	1,282.00	1,282
43	Mulch	5	TN	262.00	1,310
44	Fabric Silt Fence	810	LF	2.55	2,066
45	Transition Mat, 8' x 12'	11	SY	179.00	1,969
46	Barricades, Type III	450	B-Day	1.07	482
47	Traffic Signal, Type TS-1	3	EA	936.00	2,808
48	Traffic Signal, Type TS-1A	1	EA	796.00	796
49	Traffic Signal, Type TS-1L	4	EA	1,026.00	4,104
50	Traffic Signal, Type TS-1RR	2	EA	1,167.00	2,334
51	Detector Loop, Type TD-5	24	EA	382.00	9,168
52	Detector Loop, Type TD-5A	12	EA	458.00	5,496
53	Pull Box, Type PB-1	10	EA	1,086.00	10,860
54	2" Conduit in Trench, PVC	380	LF	7.49	2,846
55	3" Conduit in Trench, PVC	100	LF	9.62	962
56	2" Conduit in Trench, HDPE Under Roadway	125	LF	21.75	2,719
57	3" Conduit in Trench, HDPE Under Roadway	150	LF	25.10	3,765
58	2" Conduit Bored/Jacked, HDPE	180	LF	21.75	3,915
59	3" Conduit Bored/Jacked, HDPE	160	LF	25.10	4,016
60	Grounding Conductor (CG) 1/C #6 Bare Copper	2,600	LF	1.31	3,406
61	16/C Conductor Cable, No 14 AWG, Traffic Signal Cable, IMSA 20-1	1,440	LF	5.15	7,416
62	2/C Lead In Cable, Detector IMSA 50-2	5,510	LF	1.54	8,485
63	3/C Flashing Signal Cable	2,020	LF	1.40	2,828
64	1/C Street Light Cable #6 AWG	1,000	LF	1.49	1,490
65	Combination Mast Arm Signal and Lighting Pole, Type CPM-65-12	2	EA	23,211.00	46,422
66	Opticom Detector	2	EA	2,565.00	5,130
67	"RT Only" Sign, Type R3-5, 30" x 36"	1	EA	496.00	496
68	"LT Only" Sign, Type R3-5, 30" x 36"	4	EA	496.00	1,984
69	"No Turn on Red" Sign, Type R10-11A	2	EA	496.00	992
70	"Lane Control" Sign, Type R3-6, 30" x 36"	1	EA	496.00	496
71	Remove Existing Combination Mast Arm and Signal Pole with Signals	1	LS	18,630.00	18,630
72	Street Name Sign	2	EA	593.00	1,186
73	4/C Conductor Pre-Empt Detector Cable, No 18 AWG	1,440	LF	1.40	2,016
74	2/C Conductor Cable, Pedestrian Push Button Cable	1,440	LF	1.23	1,771
75	Pedestrian Signal, Type PS-1	4	EA	713.00	2,852
76	Pedestrian Push Button	4	EA	360.00	1,440
77	Barricades, Type II	4,000	B-Day	0.84	3,360
78	Flashing Arrow Panels	150	Days	11.95	1,793
79	Traffic Control Signs	900	Sign-Days	0.60	540

TOTAL ESTIMATED CONSTRUCTION COST \$723,467

TOTAL DISTRICT FISCAL COSTS AT -	5%	\$36,173.34
TOTAL DISTRICT LEGAL COSTS AT -	5%	\$36,173.34
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	7%	\$50,642.67
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	7%	\$50,642.67
TOTAL DISTRICT TESTING COSTS AT -	2.0%	\$14,469.33
TOTAL DISTR. WARRANT INTEREST COSTS AT -	9%	\$65,112.00
<b>TOTAL DISTRICT COST W/ SOFT COSTS AT -</b>	<b>35.0%</b>	<b>\$976,680</b>



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COST ALLOCATIONS AS FOLLOWS:

GRANITE FALLS (SID 300)	50%	\$488,340
PAPILLION LAVISTA SCHOOLS	25%	\$244,170
GF COMMERCIAL (SID 315)	25%	\$244,170

PROJECT: 114th & HIGHWAY 370 TRAFFIC SIGNAL IMPROVEMENTS

NO.	ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL
1	Comb. Mast Arm Signal & Lighting Pole (Type, CMP 50-12-40)	2	EA	22,000.00	\$44,000
2	Comb. Mast Arm Signal & Lighting Pole (Type, CMP 65-12-40)	2	EA	52,000.00	\$104,000
3	Signal Controller	1	EA	35,000.00	\$35,000
4	Traffic Signal	12	EA	1,100.00	\$13,200
5	30" X 36" 'RT ONLY' Sign (Type A R3-5-2)	4	EA	500.00	\$2,000
6	24" X 30" 'KEEP RIGHT' Sign (Type R4-7)	4	EA	500.00	\$2,000
7	30" X 30" 'RIGHT LANE MUST TURN RIGHT' Sign (Type R3-7)	4	EA	500.00	\$2,000
8	Street Name Sign (Type A)	4	EA	600.00	\$2,400
9	24" X 24" State Route '370' Sign (Type M1-5)	2	EA	400.00	\$800
10	21" X 15" Route Marker Sign (Type M6-4)	2	EA	350.00	\$700
11	Conduit in Trench	1500	LF	20.00	\$30,000
12	Vehicle Detector Loops	48	EA	450.00	\$21,600
13	30" X 30" Object Marker Sign (Type 1-OM1-1)	2	EA	300.00	\$600
14	Grounding Conductor - 1/C #8 Bare Copper	3,000	LF	1.50	\$4,500
15	2/C Detection Lead In Cable, IMSA 50 Or Equivalent	2000	LF	2.00	\$4,000
16	16/C Conductor Cable, No. 14 AWG, IMSA 20-1	2000	LF	5.00	\$10,000
17	Pull Box, Type PB-1	8	EA	1,000.00	\$8,000
18	Pull Box, Type PB-1A	4	EA	1,000.00	\$4,000
Contingency at 10%					\$28,880
TOTAL CONSTRUCTION COST					\$317,680
TOTAL DISTRICT FISCAL COSTS AT - 5.0%					\$15,884
TOTAL DISTRICT LEGAL COSTS AT - 5%					\$15,884
TOTAL DISTRICT ENGR. DESIGN COSTS AT - 0%					\$0
TOTAL DISTRICT CONSTR. MGMT & STAKING AT - 0%					\$0
TOTAL DISTRICT TESTING COSTS AT - 0.0%					\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT - 10%					\$31,768
TOTAL DISTRICT COST W/ SOFT COSTS AT - 20.0%					\$381,216
SPLIT AT 25% EACH FOR EACH QUADRANT OF INTERSECTION. SID 315 SHARE					\$95,304

PROJECT: 114th & HIGHWAY 370 INTERSECTION PAVING IMPROVEMENTS

NO.	ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL
1	Removals	1	LS	30,000.00	\$30,000
2	10" Conc. Pavement WB Right Turn Lane Extension	600	SY	55.00	\$33,000
3	10" Conc. Pavement EB Left Turn Lane Extension	350	SY	55.00	\$19,250
4	10" Conc. Pavement SB Left Turn Lane	700	SY	55.00	\$38,500
5	Earthwork	2000	CY	8.00	\$16,000
6	Pavement Marking Tape	1	LS	50,000.00	\$50,000
7	Seeding and Erosion Control	1	LS	10,000.00	\$10,000
8	Barricading	1	LS	2,000.00	\$2,000
Contingency at 10%					\$19,875
TOTAL CONSTRUCTION COST					\$218,625
TOTAL DISTRICT FISCAL COSTS AT - 5.0%					\$10,931
TOTAL DISTRICT LEGAL COSTS AT - 5%					\$10,931
TOTAL DISTRICT ENGR. DESIGN COSTS AT - 0%					\$0
TOTAL DISTRICT CONSTR. MGMT & STAKING AT - 0%					\$0
TOTAL DISTRICT TESTING COSTS AT - 0.0%					\$0
TOTAL DISTR. WARRANT INTEREST COSTS AT - 10%					\$21,863
TOTAL DISTRICT COST W/ SOFT COSTS AT - 20.0%					\$262,350
SPLIT AT 50% FOR DEVELOPMENT WEST OF 114TH STREET AND 50% FOR SID 315 SHARE					\$131,175.00

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PROJECT: 114th & CUMBERLAND LANE WIDENING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Earthwork (Subgrade Preparation)	800	CY	\$4.00	\$3,200
2	Construct 9" Concrete Pavement (Type L65) w/ Integral Curb	2,300	SY	\$40.00	\$92,000
3	Preformed Pavement Marking Tape Symbol - Type "ONLY", White	2	EA	\$350.00	\$700
4	Preformed Pavement Marking Tape Symbol - Type Directional Arrow, White	4	EA	\$350.00	\$1,400
5	5" Preformed Pavement Marking Tape - White, Grooved, Type 4	200	LF	\$4.00	\$800
6	5" Preformed Pavement Marking Tape - Yellow, Grooved, Type 4	1,200	LF	\$4.00	\$4,800
7	12" Preformed Pavement Marking Tape - White, Grooved, Type 4	60	LF	\$10.00	\$600
8	24" Preformed Pavement Marking Tape - White, Grooved, Type 4	200	LF	\$20.00	\$4,000
9	Common Excavation	2000	CY	\$4.00	\$8,000
10	Install Turf Reinforcement Mat, Type B	600	SY	4.50	\$2,700
11	Install Silt Fence	600	LF	2.20	\$1,320

TOTAL ESTIMATED CONSTRUCTION COST:		\$119,520
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$5,976
TOTAL DISTRICT LEGAL COSTS AT -	5.0%	\$5,976
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$9,562
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$9,562
TOTAL DISTRICT TESTING COSTS AT -	3.0%	\$3,586
TOTAL DISTR. WARRANT INTEREST COSTS AT -	11%	\$13,147
TOTAL DISTRICT COST W/ SOFT COSTS AT -	40.0%	\$167,328

PROJECT: 114th STREET & CUMBERLAND SIGNALIZATION

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Traffic Signal	1	LS	\$200,000.00	\$200,000

TOTAL ESTIMATED CONSTRUCTION COST:		\$200,000
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$10,000
TOTAL DISTRICT LEGAL COSTS AT -	5.0%	\$10,000
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$16,000
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$16,000
TOTAL DISTRICT TESTING COSTS AT -	3.0%	\$6,000
TOTAL DISTR. WARRANT INTEREST COSTS AT -	11%	\$22,000
TOTAL DISTRICT COST W/ SOFT COSTS AT -	40.0%	\$280,000

PROJECT: WITTMUS DRIVE & CUMBERLAND SIGNALIZATION FINISH

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Traffic Signal	1	LS	\$200,000.00	\$200,000

TOTAL ESTIMATED CONSTRUCTION COST:		\$200,000
TOTAL DISTRICT FISCAL COSTS AT -	5.0%	\$10,000
TOTAL DISTRICT LEGAL COSTS AT -	5.0%	\$10,000
TOTAL DISTRICT ENGR. DESIGN COSTS AT -	8.0%	\$16,000
TOTAL DISTRICT CONSTR. MGMT & STAKING AT -	8.0%	\$16,000
TOTAL DISTRICT TESTING COSTS AT -	3.0%	\$6,000
TOTAL DISTR. WARRANT INTEREST COSTS AT -	11%	\$22,000
TOTAL DISTRICT COST W/ SOFT COSTS AT -	40.0%	\$280,000

