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FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2015-12264

06/01/2015 8 33 27 AM

Clay J. Dowling

REGISTER OF DEEDS



SUBDIVISION AGREEMENT

THIS AGREEMENT made this 7th day of April, 2015, by and between **B.H.I. DEVELOPMENT, INC.**, a Nebraska corporation, (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 300 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "DISTRICT"), **PAPILLION - LA VISTA SCHOOL DISTRICT - #27** (hereinafter referred to as "SCHOOL") and the **CITY OF PAPILLION**, a municipal corporation, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, DEVELOPER and SCHOOL are the owners 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 and SCHOOL have requested CITY to approve a specific platting of the area to be developed known as Granite Falls as described in Exhibit "B", attached hereto and hereinafter referred to as the "Development Area"; and

WHEREAS, DEVELOPER and SCHOOL wish to connect the system of sewers and water to be constructed by DISTRICT within the Development Area with the sewer and water systems of CITY; and

WHEREAS, DEVELOPER, SCHOOL and CITY wish to agree upon the manner and the extent to which public funds may be expended in connection with Public Improvements serving the Development Area and the extent to which the contemplated Public Improvements 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 I.

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, acquisition of off-site public

A

easements, engineering fees, design fees, attorneys' fees, inspection fees and 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 the DISTRICT or DEVELOPER in connection with any Private Improvements or 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.
- D. **"Party"** shall mean CITY or DEVELOPER or DISTRICT or SCHOOL individually, and **"Parties"** shall mean CITY, DEVELOPER, DISTRICT, and SCHOOL collectively.
- E. **"Plat"** shall mean the final plan of the plat, subdivision or dedication of land prepared for filing or recording in accordance with the Papillion Municipal Code.
- F. **"Privately Financed Public Improvements"** shall mean those improvements or betterments identified in Section II as to be installed and constructed at the sole cost and expense of DEVELOPER in lieu of DISTRICT installing and constructing such improvements or betterments using the credit or funds of DISTRICT as permitted by Section V.
- G. **"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.
- H. **"Public Improvements"** shall mean those improvements or betterments to be constructed using the credit or funds of the DISTRICT as defined in Section II.
- I. **"Property specially benefited"** shall mean property benefited by the 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.
- J. **"Street intersections"** 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.

Section II.

Public Improvements

DEVELOPER, DISTRICT, SCHOOL and CITY agree that the credit or funds of DISTRICT may be used for the construction of the following Public Improvements:

- A. Grading of street right-of-way except for initial site grading which shall be completed and paid for privately by DEVELOPER. Initial site grading shall include adjacent or abutting street right-of-way.

B

- B. Construction of and concrete paving of all streets dedicated per plat as shown on Exhibit "C" including improvements within the HWY 370 right-of-way.
- C. 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 City Engineer and only if located at a Street Intersection or related to the Development Area.
- D. All sanitary sewers, water mains, and appurtenances constructed within dedicated street right-of-ways or easements as shown on Exhibit "D", pursuant to sanitary sewer plans heretofore prepared by DISTRICT'S engineer, consulting engineers and land surveyors.
- E. All storm sewers, inlets, and appurtenances constructed within dedicated street right-of-ways or easements within the Development Area as shown on Exhibit "C". Permanent storm water detention basins on and off site as shown on Exhibit "E".
- F. 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.
- G. 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.
- H. 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 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.
- I. Capital facilities charges to the CITY as provided for in CITY'S Master Fee Schedule and established within this Agreement.
- J. Emergency Vehicle Preemption device to be installed on traffic signal arms.
- K. A civil defense and storm warning system, if necessary.
- L. Permanent piping for sediment basin and detention ponds.
- M. Construction of the trails abutting Wittmus Drive as shown on Exhibit "F".

Section III.

Use of DISTRICT Credit or Funds

It is agreed that 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 Section II or school-related Safety Improvements specified in Section IV-L. 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 the City Council.

C

Section IV.

Apportionment of Costs

The Parties agree that the cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as follows and as identified in Exhibit "G" attached hereto and incorporated herein by this reference as the Source and Use of Funds. In no case shall the general obligation costs of DISTRICT exceed \$ _____ (the amount shown as the total general obligation in Exhibit "G"), at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the general obligation debt to the required amount.

DISTRICT agrees that the funds for the Public Improvements allocated in Exhibit G that are not being expended by DISTRICT as the result of the private financing by DEVELOPER shall not be reallocated by DISTRICT for any other expense or Public Improvement.

Construction overruns and/or change orders totaling up to ten (10%) percent of any individual contract as described in Exhibit "G", shall be submitted to CITY for approval prior to the work being started. If the work is approved by the City Administrator and the City Engineer, the total cost of the work may be added to the contract and Exhibit "G". If the work is not approved by the City Administrator and City Engineer, the cost of the work shall be included in the statements of cost and specially assessed evenly against the DISTRICT'S assessable property or the cost of the work shall be privately financed.

- A. Street Right-of-Way Grading. One hundred percent (100%) of the entire cost of grading street right-of-way including intersections shall be paid for by DEVELOPER, except that grading associated with coring of streets and backfilling after paving may be performed 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, except that the cost for width in excess of twenty-five (25) feet exclusive of curb and gutters and street intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- B. Paving and Street Construction. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property specially benefited, except that the following costs shall be borne by general obligation: 1) the cost of the paving and construction of street intersections, 2) the cost differential for pavement thickness in excess of six (6) inches for reinforced concrete or seven (7) inches for plain concrete, 3) the cost differential for pavement width in excess of twenty-five (25) feet exclusive of curb and gutters, and 4) 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. Dedicated Street signage, traffic control signs, and traffic control devices shall be installed by DISTRICT. The cost of Dedicated Street signage, traffic control signs, and traffic control devices and installation may be borne by general obligation of the DISTRICT.
- C. Sanitary Sewer Line, Water Mains, and Appurtenances. One hundred percent (100%) of the entire cost of all sanitary sewer lines, water mains, 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 or privately financed by DEVELOPER: (1) the cost difference for the portion of sanitary sewers in excess of 8 (eight) inches and water mains in excess of 8 (eight) inches, (2) one hundred percent (100%) of the entire cost of any outfall sewer lines or water lines outside the Development Area, and (3) one hundred percent (100%) of the cost of the exterior water line to serve the

D

Development Area as described on the attached Exhibit "D". 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 hydrant and control valves and the location of the hydrant must be approved by the City Engineer.

D. Storm Sewer and Appurtenances. One hundred percent (100%) of the entire cost of all storm sewer and appurtenances may be borne by general obligation of DISTRICT or privately financed by DEVELOPER, except that cost difference 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 may be generally obligated 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.

E. Underground Power or Natural Gas. All contract charges for underground power or natural gas authorized to be paid by DISTRICT to the Omaha Public Power District or to any public gas utility by the provisions of Section II-F and H, 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 (100%) percent of the cost differential for underground installation in lieu of above ground installation shall be specially assessed or privately financed. The cost of contract charges paid to the Omaha Public Power District for lighting of public streets shall be paid out of the DISTRICT'S General Fund.

F. Capital Facilities Charges. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$375,021 based on 22 residential lots at \$2,070 per lot (\$45,540.00) plus 3.7 acres of outlots at \$5,790 per acre (\$21,423.00) plus 41.6 acres of school site at \$5,790 per acre (\$240,864.00) plus 15.6 acres of Mixed Use at \$6,615 per acre (\$103,194.00). Not less than fifty percent (50%) of gross Capital Facilities Charges paid to CITY shall be specially assessed against property served. CITY shall provide DISTRICT 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.**

DISTRICT and CITY acknowledge that Capital Facilities Charges are being collected for Outlot A based on the established rate for common areas. Further, DISTRICT and CITY acknowledge that Outlot A is anticipated to be replatted into developable lots when the property to the east develops. CITY reserves the right to recalculate the Capital Facilities Charges for Outlot A at the time of replatting. CITY shall have the right to invoice any additional Capital Facilities Charges that are warranted based on the rate for the Capital Facilities Charges in place at the time of replatting. CITY shall provide DISTRICT with an invoice for the Capital Facilities Charges after City Council approves the Final Plat to replat Outlot A. **Capital Facilities Charges shall be paid prior to issuance of any building permits.**

G. Emergency Vehicle Preemption. One hundred percent (100%) of the cost of the Emergency Vehicle Preemption device to be installed on traffic signal arms may be borne by general obligation or privately financed by DEVELOPER.

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- H. Civil Defense Siren. If civil defense coverage for the entire Development Area is not already available, civil defense sirens in the number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency shall be installed prior to the issuance of any occupancy permit for any structure built in said Development Area. The cost for said civil defense sirens may be borne by general obligation or privately financed by DEVELOPER. If existing coverage is available, subdivision will pay its pro-rata share of the siren cost based on the areas of coverage as determined by the City Engineer.
- I. Temporary Sediment/ Permanent Detention Basins. Temporary Sediment/Permanent Detention Basins are planned for the subdivision as shown on the attached Exhibit "E". Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER covenants and agrees that it assumes 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. The grading for and maintenance of the Permanent Basins during the mass grading will be performed and paid for by DEVELOPER, with the cost of the permanent piping therefor paid by DISTRICT as a general obligation cost. After completion of the mass grading, the ongoing maintenance of removing accumulated sediment as may be required for both the Temporary and Permanent Basins may be borne by general obligation or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, and 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 Storm Water Management requirements of CITY. Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER. The costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER. The engineers for DISTRICT shall notify CITY that, 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, and its successors and assigns shall assume all maintenance responsibilities.
- J. Trail/Sidewalks. One hundred percent (100%) of the entire cost of the trail installation may be borne by general obligation or privately financed by DEVELOPER.
- K. Off-site Easements. One hundred percent (100%) of the entire cost of obtaining the off-site easements for the sanitary sewer and water system connections may be borne by general obligation or privately financed by DEVELOPER.
- L. Future School-Related Safety Improvements. The Parties acknowledge that Lot 23, Granite Falls is being developed as a Papillion - La Vista middle school. The Parties further acknowledge that Safety Improvements within the public right-of-ways of the Development Area and/or an easement dedicated to DISTRICT related to the school may be warranted in the future as the area develops. In addition to the obligations set forth in this Agreement, the Parties agree that DISTRICT shall be responsible for the design, construction, and installation of any future Safety Improvements within the public right-of-ways of the Development Area and/or an easement dedicated to DISTRICT that are deemed to be necessary by CITY, at its sole discretion. Safety Improvements may include, but are not limited to, school-related crossings and signals, traffic signals, right-of-way improvements such as turn lanes, and/or sidewalk improvements as deemed necessary by CITY (collectively "Safety Improvements"). CITY shall notify DISTRICT in writing at such time CITY deems the Safety Improvement(s) to be

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necessary. The Parties agree that the DISTRICT may utilize an additional .25% of general obligation debt capacity above the approved general obligation debt ratio identified in Exhibit "G" or other funding sources approved by CITY for the design, construction, and installation of such Safety Improvements. The design, construction, and installation shall be approved by CITY'S engineer. Further, in the event that the cost exceeds the additional .25% general obligation debt capacity (including Professional Services Fees as established in Section VI), the Parties agree that any further allocation of the cost for such Safety Improvement(s) shall not be the obligation of the DISTRICT or the CITY without an amendment to this Agreement. At no time prior to annexation, shall any costs related to any school-related Safety Improvement(s) be the financial responsibility of CITY. This provision shall not preclude SCHOOL from completing any school-related Safety Improvement(s) at its own cost and initiative.

Section V.

Privately Financed Public Improvements

- A. DEVELOPER, at its sole discretion, may cause Public Improvements to be installed and constructed, at the sole cost and expense of DEVELOPER (the "Privately Finance Public Improvements") in lieu of DISTRICT installing and constructing such Public Improvements upon providing written notice to CITY of the intent to privately install and construct public improvements.
- B. DEVELOPER shall cause all Privately Financed Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement and all such Privately Financed Public Improvements shall be and become the unencumbered assets of DISTRICT.
- C. DEVELOPER shall abide by and incorporate into all of its construction contracts for Privately Financed Public Improvements the provisions required by the regulations of CITY pertaining to construction of public improvements in developments/subdivisions and testing procedures therefore.
- D. At least thirty (30) working days before commencing any work in connection with the Privately Financed 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 Privately Financed Public Improvements including required bonds and insurance certifications, and all plans for the Privately Financed Public Improvements. The specifications and technical terms of all such agreements and plans shall have been received and approved by CITY prior to the execution of any agreements for construction or installation of the Privately Financed Public Improvements by DEVELOPER.
 - 2. CITY and its departments agree to reasonably cooperate with DEVELOPER, its agents and contractors for the timely and orderly installation of the Privately Financed Public Improvements following the execution of this Agreement and submittal of required documents.
- E. Any contracts for the construction or installation of the Privately Financed Public Improvements entered into by DEVELOPER shall provide that the contractor or subcontractor constructing or installing the Privately Financed Public Improvements shall

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have no recourse against CITY or DISTRICT for any costs, claim or matter arising out of, or in any way whatsoever, including without limitation, the cost for Privately Financed Public Improvements, construction oversight of the Privately Financed Public Improvements, the design or preparation of plans and specifications for the Privately Financed Public Improvements, or the construction of the Privately Financed Public Improvements.

- F. DEVELOPER shall obtain general liability insurance, as well as payment and performance bonds equivalent to the total constructions costs, for the Privately Financed Public Improvements within the Development Area, and shall show proof of such insurance and bonds to the CITY and DISTRICT prior to the commencement of construction.
- G. DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Public Improvements. Additionally, DEVELOPER shall cause DISTRICT to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER in connection with the construction or operation of the Privately Financed Public Improvements.
- H. The entire cost of all Privately Financed Public Improvements shall be paid by and be at the sole expense of DEVELOPER.
- I. Prior to commencement of construction of Privately Financed Public Improvements, DEVELOPER shall obtain and file of record permanent easements for all Public Improvements not located on or in dedicated public right-of-way, including sanitary, water, storm sewer lines, and Post-Construction Storm Water Management including all appurtenances as determined by the City Engineer. Said easements shall be in form satisfactory to the City Attorney, City Engineer, and DISTRICT.
- J. DEVELOPER shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
- K. Upon completion of the Privately Financed Public Improvements, the Parties agree that the Privately Financed Public Improvements shall be assets of DISTRICT and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.

Section VI.

General Obligation Professional Services Fees

The Parties agree that 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 as follows:

H

A. DISTRICT'S Engineer(s) shall be compensated:

1. 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 those costs paid be greater than twenty-one percent (21%) of the actual general obligation construction costs of any project. Any work performed without approval shall be paid for privately or specially assessed.
2. 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 those costs paid be greater than twenty-five percent (25%) of the actual general obligation construction costs of any project. Any work performed without approval shall be paid for privately or specially assessed.
3. Such 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.
4. Additional service fees may be considered by the Mayor and Papillion 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.
5. Fees shall become due no earlier than at the time services are rendered and are approved by DISTRICT'S Board of Trustees.

B. DISTRICT'S Attorney(s) shall be compensated for professional legal services:

1. 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 and completion of and levy of special assessments for the construction of Public Improvements installed within DISTRICT. The percentage legal fee may not be charged on engineering fees, fiscal fees, testing, permit fees, or interest payments of DISTRICT.
2. 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.

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- 3. 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. 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.

C. 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.

- 1. 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.

The Parties agree that 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.

Further, the Parties agree that 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.

Section VII.

Covenants by CITY

CITY covenants and agrees that 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 said DISTRICT.

Section VIII.

Covenants by DISTRICT

DISTRICT covenants and agrees that:

- A. DISTRICT shall abide by and incorporate into all of its construction contracts the provisions required by the regulations of the CITY pertaining to construction of Public Improvements in subdivisions and testing procedures therefor. 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.
- B. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
- C. DISTRICT shall format all bid procurement documents to match the format utilized in the Source and Use of Funds. No bid authorization shall be provided by CITY until City Engineer determines that the bid procurement documents are properly formatted.

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- D. DISTRICT shall cause all weekly construction tests and observation logs to be delivered to the City of Papillion Public Works Director and City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
 - E. 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.
 - F. 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 Storm Water Management including all appurtenances as determined by the City Engineer. Said easements shall be in form satisfactory to the City Attorney and City Engineer.
 - G. After bids for Public Improvements are received and prior to award of said bids, DISTRICT'S Engineer shall provide a document that details the itemized split of general obligation and special assessment costs to City Engineer.
 - H. All special assessments of any DISTRICT project shall be levied upon all lots or parcels of ground within DISTRICT which are specially benefited by reason of such Public Improvement(s), such levy to be made 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.
 - I. 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 IV. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.
 - J. Prior to publishing notice to levy special assessments, DISTRICT agrees to submit to CITY:
 - 1. A schedule of the proposed special assessments;
 - 2. A schedule of all general obligation costs spent by DISTRICT;
 - 3. A plat of the area to be assessed;
 - 4. A full and detailed statement of the entire cost of each type of Public Improvement, which statement or statements shall separately show:
 - a) The amount paid to the contract;
 - b) 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.);
 - c) The amount paid to DISTRICT'S Attorney(s);

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- d) The amount paid to DISTRICT'S Fiscal Agent(s) including underwriter(s) for the placement of warrants and the DISTRICT's municipal advisor(s) and other financial services advisor(s) for services during construction; and
 - e) The amount paid for penalties, forfeitures or default charges; and
5. 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.
- K. DISTRICT agrees to obtain written approval of CITY of proposed special assessments schedules prior to advertising 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.
- L. 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/or converted to bonded debt.
- M. 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 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.
- N. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- O. 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/or adopt a proposed budget.
- P. DISTRICT warrants that it will 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.

Section IX.

Other Obligations

- A. Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of 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 in connection with the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same

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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.

- B. Review Fee for Improvements by DEVELOPER. It is mutually agreed that DEVELOPER shall pay a fee of one percent (1%) of 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 in connection with 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 invoice.
- C. Watershed Fees. 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. Such fee shall be calculated based on the gross acreage of the Mixed Use lot(s) and a per lot basis for Single-Family Residential lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit. Further, such Watershed Fees shall apply to any lots that are created as a result of the replatting of Outlot A into developable lots.
- D. Maintenance of Detention Facilities and Water Quality and Quantity Controls. SCHOOL or DEVELOPER shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Storm Water 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.
- E. Fire Hydrants. DISTRICT shall be responsible for flow testing all fire hydrants installed for the Development Area to determine the flow rate and pressure for each hydrant. DISTRICT shall be responsible for causing the fire cap hydrants to be painted the appropriate color as designated by the Public Works Department to identify their respective pressure zones.
- F. One Call Services.
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 DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT agrees to pay to CITY \$45.00 per call for locates that are reasonably required within the Development Area as received over the One Call System.
 2. CITY will invoice DISTRICT for the required payment for services on an annual basis and DISTRICT will 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.
- G. 108th Street/Wittmus Drive and Hwy 370 Improvements. DISTRICT shall be responsible for proportional cost sharing for the improvements at 108th Street/Wittmus Drive and HWY 370. DISTRICT shall enter into an Interlocal Cooperation Agreement with Sarpy County and other obligated Sanitary and Improvement Districts for installation of said traffic signal; provided;

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however, it is understood and agreed to by DISTRICT, DEVELOPER and CITY, that if DISTRICT finances all or a disproportionate share of installing the 108th Street/Wittmus Drive and HWY 370 improvements, CITY, as a condition to CITY'S approval for any other Sanitary and Improvement District or any other private developer on the southwest corner of the HWY 370 and 108th Street intersection, shall require such Sanitary and Improvement Districts or private developers to proportionately reimburse DISTRICT for the cost of the improvements at 108th Street/Wittmus Drive and HWY 370 as identified within Exhibit "G" as "Paving (Highway 370 Improvements)".

- H. NDOR Permits. DEVELOPER or DISTRICT shall obtain all necessary permits from the Nebraska Department of Roads (NDOR) for the improvement of Wittmus Drive and improvements to the 108th Street/Wittmus Drive and HWY 370 intersection prior to CITY'S approval of the construction documents for said public right-of-way.
- I. Outlot A. The Parties acknowledge that DEVELOPER intends to replat Outlot A into developable lots at such time that the area to the east is platted. DEVELOPER shall have sole responsibility for maintaining Outlot A until such time that it is replatted. Further, the Parties agree that installation of the sidewalks abutting Outlot A shall be delayed until such time that Outlot A is replatted.
- J. 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.
- K. ADA Ramp Curb Drops. DISTRICT shall be responsible for providing curb drops for ADA ramps at all intersections as part of the final construction drawings.
- L. Building Permits. The Parties agree that building permits will not be issued for any single-family residences or 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 is complete with the exception of Lot 23, Granite Falls.
- M. Easements. DEVELOPER agrees to dedicate all easements identified on Exhibit "B" by separate instruments that include a prescription outlining the rights and terms of each easement. DEVELOPER shall provide copies of such recorded easements to CITY. The DISTRICT shall have the right to acquire any off-site easements necessary to construct its sanitary sewer system or to connect to the CITY'S water system as contemplated by this Agreement.
- N. 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 the DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT'S municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT'S circumstances and shall not constitute a relief of DISTRICT'S reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.
- O. HWY 370 Trail System and Park System Improvements. DISTRICT will cooperate with CITY to install a trail system which may involve a trail connection under HWY 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; provided, however, such cost share

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reimbursement may be delayed until such time that DISTRICT'S municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT'S circumstances and shall not constitute a relief of DISTRICT'S reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.

- P. 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.
- Q. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Development Area that address street creep/driveway binding on curved streets, provide for over lot drainage, and establish that the maximum driveway slope shall be compliant with ADA/PROWAG guidelines. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.
- R. 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.
- S. 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.

Section X.

Mixed Use Development

Lot 24 of the Development Area will be rezoned from Agricultural (AG) to a Mixed Use District (MU). According to the provisions of Article XXII of the City Zoning Ordinance and for purposes of that portion rezoned Mixed Use District, the Parties agree as follows:

- A. Development Intent. The Parties acknowledge that DEVELOPER intends to develop Lot 24 as Multi-Family Residential. Any other use shall be subject to the requirements of subsections B and C below.
- B. Approval Required. Prior to the issuance of any building permit on Lot 24, the Developer shall submit to City Council and receive approval of either a Mixed Use Development Agreement or special use permit in accordance with Section 205-124 of the Papillion Code.
- C. Permitted Uses. The Mixed Use District shall be developed in accordance with the permitted uses list set forth in Exhibit "H". The permitted uses list shall be incorporated into any Mixed Use Development Agreement, and as such is subject to review and amendment.

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Section XI.

Annexation

- A. 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 the Papillion City Council.
- B. Obligations upon Annexation. The Parties agree that upon annexation of the Development Area and merger of DISTRICT with CITY:
1. Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written accounting in the case of a partial annexation of the Development Area;
 2. Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property and property rights of every kind, contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
 3. Within ninety (90) days, DISTRICT agrees it shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
 4. That should CITY annex the entire area of DISTRICT prior to the DISTRICT'S levy of special assessments for the Public Improvements authorized in Section II and thereby succeed to said DISTRICT'S power to levy special assessments, CITY will levy same;
 5. CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
 6. CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
 7. The laws, ordinances, powers and government of CITY shall extend over the Development Area so annexed.
- C. Partial Annexation. The Parties mutually agree that in the event CITY shall annex 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

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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 shall comply with the provisions of Neb. Rev. Stat. § 31-766.

Section XII.

Miscellaneous Provisions

- A. Agreement Binding. The provisions of this Agreement shall run with the land and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- B. Non-Discrimination. DEVELOPER or its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- C. Governing Law. The Parties to this Agreement shall conform with all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- D. Contract Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract. 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.
- E. No Waiver. 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.
- F. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in the CITY'S sole discretion.
- G. Entire Agreement. 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.
- H. Modification by Agreement. This Agreement may be modified only by a written agreement, executed by all Parties; provided that the Parties agree to conform 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.

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I. 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:

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

2. For DISTRICT: Sanitary and Improvement District
No. 300 of Sarpy County, Nebraska
c/o PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Attn: John Q. Bachman

With Copy to: c/o PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Attn: John Q. Bachman

3. For SCHOOL: Papillion – La Vista School District – #27
420 S Washington Street
Papillion, NE 68046

4. 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

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

J. 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.

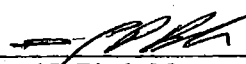
K. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.

B


ATTEST.

CITY OF PAPILLION, a Nebraska
Municipal Corporation


Elizabeth Butler, City Clerk

By 
David P. Black, Mayor

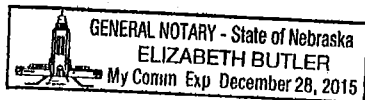
SANITARY AND IMPROVEMENT DISTRICT
NO. 300 OF SARPY COUNTY, NEBRASKA


By 
Gerald L. Torczon, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, Chairman of Sanitary and Improvement District No. 300 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 13th day of March, 2015.




Notary Public

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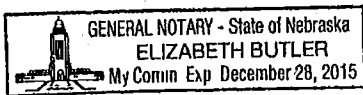
B.H.I. DEVELOPMENT, INC.,
a Nebraska corporation

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 B.H.I. 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 13th day of March, 2015.



[Signature]
Notary Public

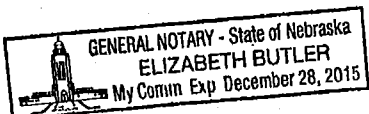
Papillion – La Vista School District – #27

By: *Andrew J. Rikli*
Dr. Andrew Rikli, Superintendent

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Dr. Andrew Rikli, Superintendent of Papillion – La Vista School District – #27, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his or her voluntary act and deed on behalf of such school district.

Witness my hand and Notarial Seal this 16th day of March, 2015.



[Signature]
Notary Public

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**SUBDIVISION AGREEMENT
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B	Plat
C	Streets and Storm Sewer
D	Sanitary and Water
E	Sediment and/or Detention
F	Trails/Sidewalks
G	Source and Use
H	Mixed Use Permitted Uses List

U

EXHIBIT "A"
PLAT LEGAL DESCRIPTION WITH
METES AND BOUNDS

SURVEYOR'S CERTIFICATE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE SW1/4, PART OF THE SE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, PART OF THE NE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 28, AND ALSO PART OF THE SE1/4 OF THE SE1/4, PART OF THE NE1/4 OF THE SE1/4, ALL LOCATED IN SECTION 29, 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 NORTHWEST CORNER OF SAID SW1/4 OF SECTION 28, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 29, AND ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 108TH STREET; THENCE S02°25'52"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 28, SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 29, AND ALSO SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD AND SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N87°31'13"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 1380.42 FEET; THENCE S02°28'36"E, A DISTANCE OF 1151.80; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A DISTANCE OF 244.88 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S13°06'46"W, A DISTANCE OF 241.87 FEET TO A POINT ON THE EAST LINE OF THE W1/2 OF SAID SE1/4 OF SECTION 28; THENCE S02°28'36"E ALONG SAID EAST LINE OF THE W1/2 OF THE SE1/4 OF SECTION 28, A DISTANCE OF 995.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370 ON THE FOLLOWING FOUR (4) COURSES: THENCE S82°03'02"W, A DISTANCE OF 347.78 FEET, THENCE N80°22'52"W, A DISTANCE OF 307.50 FEET; THENCE S86°23'12"W, A DISTANCE OF 870.56 FEET, THENCE N89°26'20"W, A DISTANCE OF 78.18 FEET; THENCE N00°33'40"E, A DISTANCE OF 171.42 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 323.00 FEET, A DISTANCE OF 165.28 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N15°13'13"E, A DISTANCE OF 163.48 FEET; THENCE N29°52'45"E, A DISTANCE OF 121.89 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 22.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N36°15'36"E, A DISTANCE OF 22.23 FEET, THENCE N42°38'27"E, A DISTANCE OF 48.28 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 523.32 FEET, A DISTANCE OF 113.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N48°51'29"E, A DISTANCE OF 113.35 FEET; THENCE S86°31'02"W, A DISTANCE OF 116.42 FEET; THENCE N58°07'36"W, DISTANCE OF 64.21 FEET; THENCE N20°35'01"E, A DISTANCE OF 130.00 FEET; THENCE N07°57'51"E, A DISTANCE OF 51.05 FEET, THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 344.00 FEET, A DISTANCE OF 64.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N76°38'39"W, A DISTANCE OF 64.39 FEET; THENCE N07°59'10"E, A DISTANCE OF 143.44 FEET; THENCE N89°07'05"E, A DISTANCE OF 7.77 FEET, THENCE N03°58'04"E, A DISTANCE OF 135.00 FEET; THENCE N15°38'21"W, A DISTANCE OF 52.73 FEET; THENCE N01°50'15"E, A DISTANCE OF 135.00 FEET; THENCE N87°38'30"W, A DISTANCE OF 76.12 FEET; THENCE S83°06'58"W, A DISTANCE OF 47.76 FEET; THENCE N07°41'54"E, A DISTANCE OF 270.76 FEET; THENCE N02°25'52"W, A DISTANCE OF 158.25 FEET, THENCE N22°05'34"W, A DISTANCE OF 94.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID 108TH STREET; THENCE N02°25'52"W ALONG SAID WEST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 20.00 FEET; THENCE N87°34'08"E, A DISTANCE OF 60.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, SAID POINT ALSO BEING ON SAID WEST LINE OF SECTION 28, SAID POINT ALSO BEING ON SAID EAST LINE OF SECTION 29; THENCE N02°25'52"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF SECTION 28; SAID LINE ALSO BEING SAID EAST LINE OF SECTION 29, A DISTANCE OF 587.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,202,109 SQUARE FEET, OR 73.510 ACRES, MORE OR LESS.

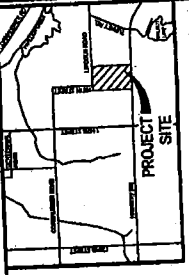
DATE	NO.	BY	REVISION

EXHIBIT C
STREETS AND STORM SEWER

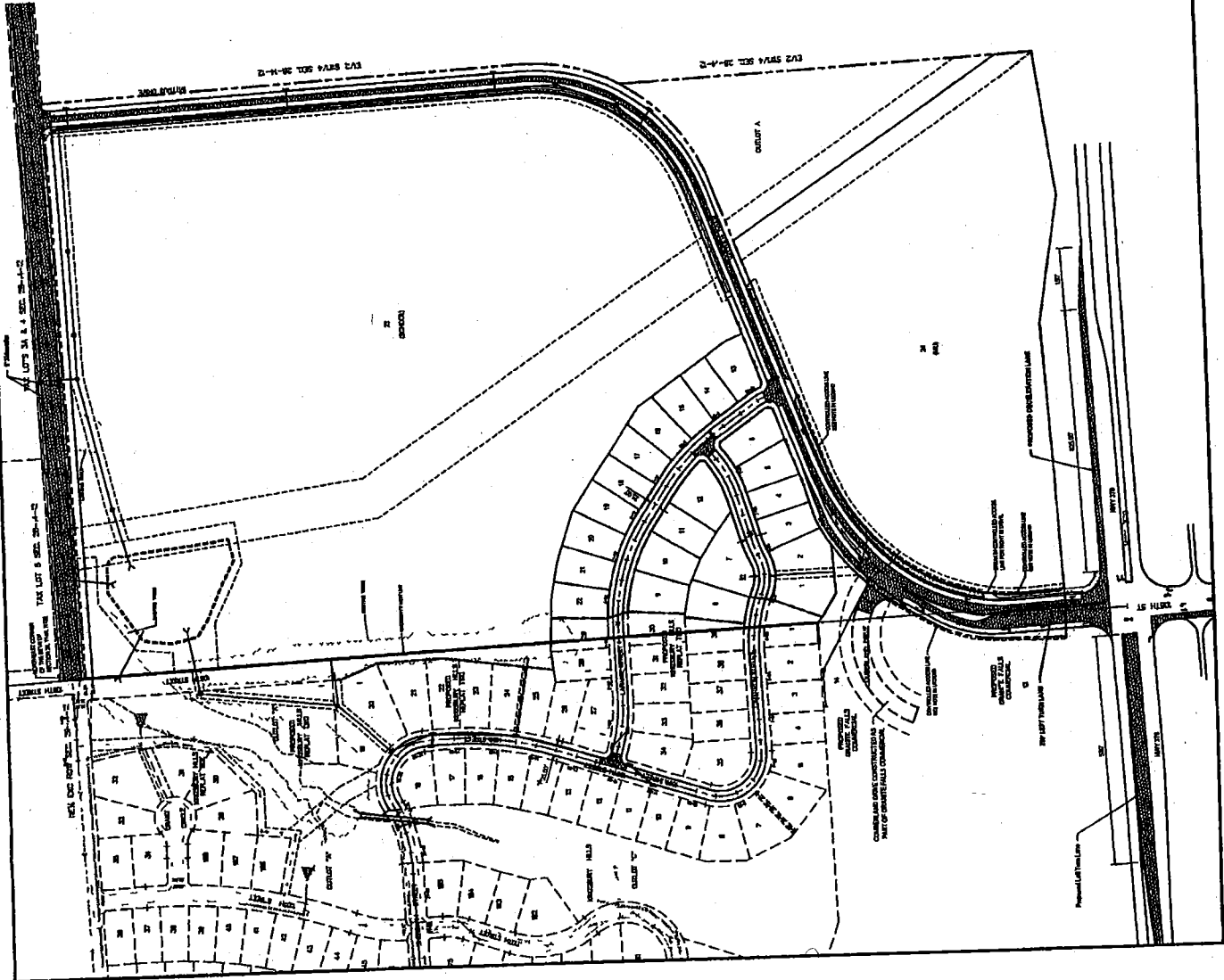
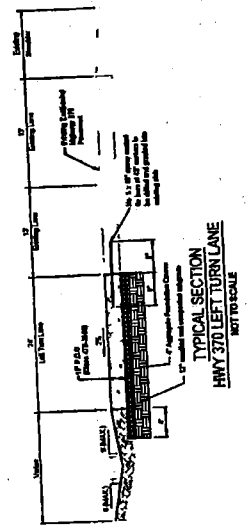
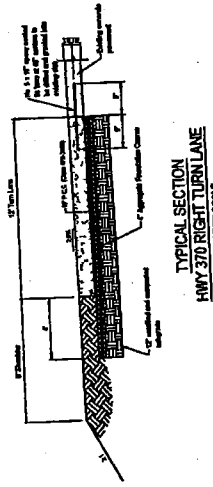
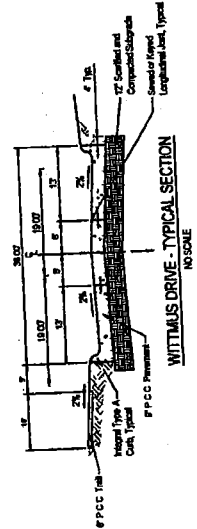
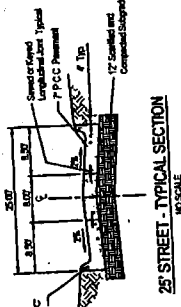
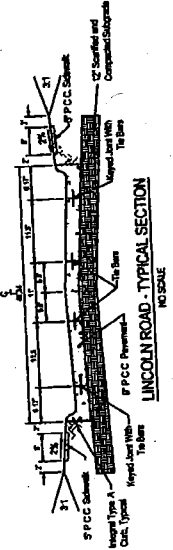
GRANITE FALLS & KINGSBURY HILLS REPLAT 2



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



- LEGEND**
- GENERAL DEGRADATION PAVING
 - SPECIALY ASSESSED PAVING
 - PROPOSED STORM SEWER
 - PROPOSED DRY DETENTION BASIN



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DATE	10/1/01
BY	J. J. [unclear]
CHECKED	[unclear]
SCALE	AS SHOWN
PROJECT	GRANITE FALLS & KINGSBURY HILLS REPLAT 2
SHEET	1 OF 2
TITLE	EXHIBIT 'D' SANITARY AND WATER

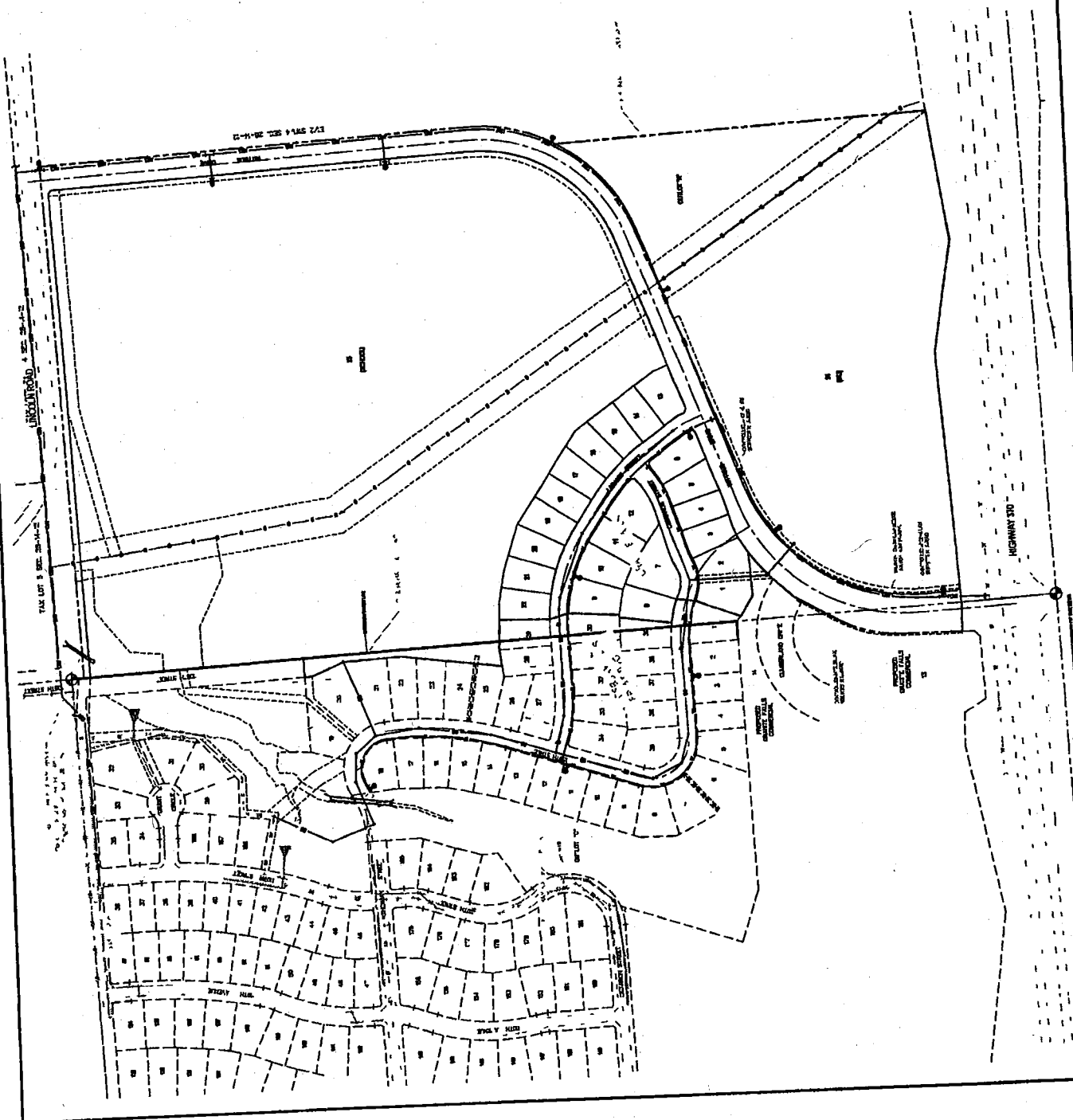
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SANITARY AND WATER

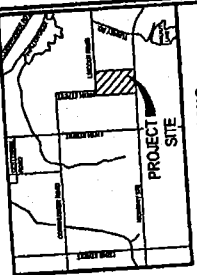
GRANITE FALLS & KINGSBURY HILLS REPLAT 2



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Road Services
100 Park Street, Suite 200
Granite Falls, MN 56460
Phone: (218) 837-1100
Fax: (218) 837-1101
www.eandagroup.com

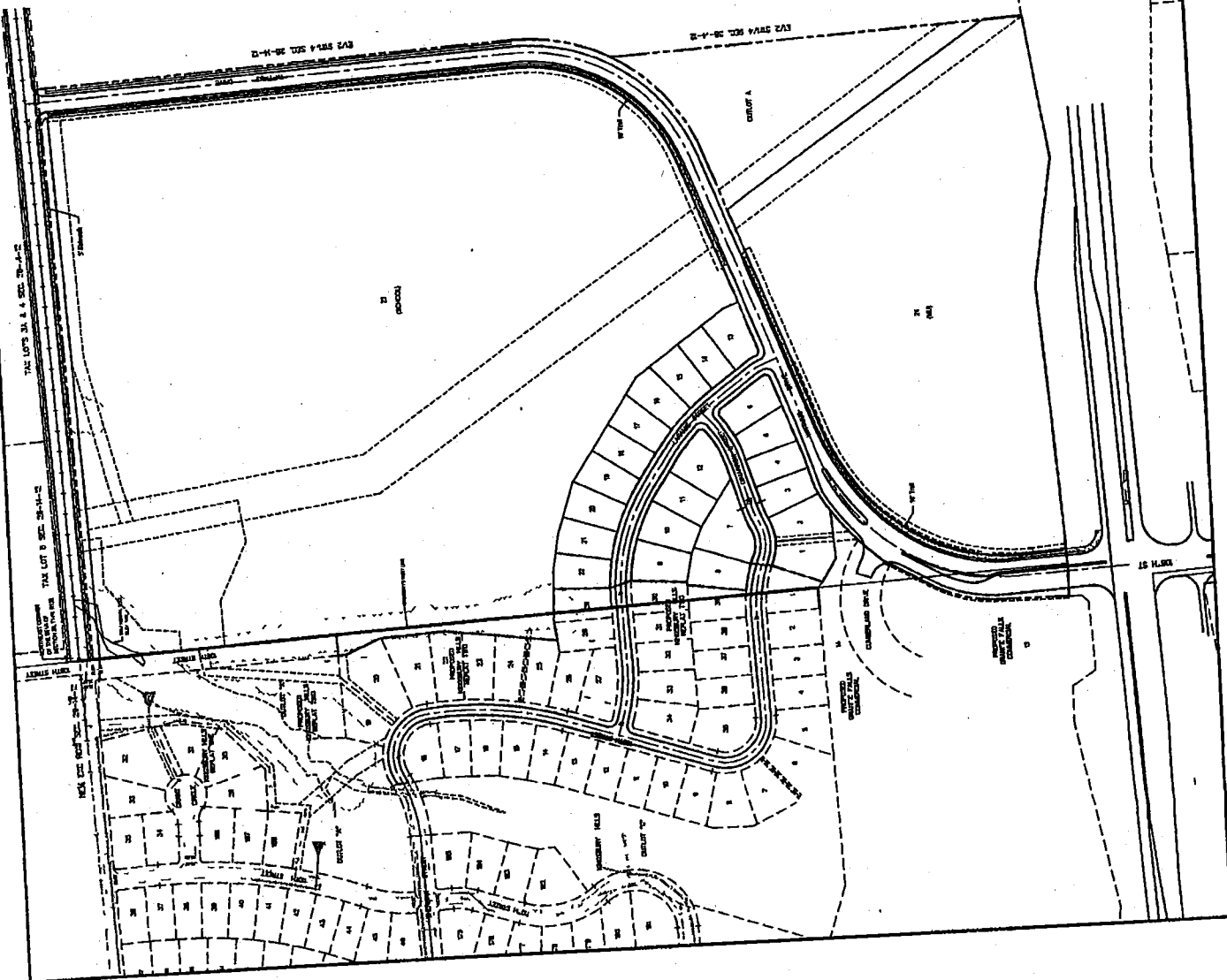
- Legend
- PROPOSED SANITARY SEWER
 - PROPOSED WATER
 - EXISTING SANITARY CENTER
 - EXISTING WATER





LEGEND
 ■ PCC Sidewalk or PCC Trail

Notes
 All landscape items shall be coordinated in accordance with City of Granite Falls Landscape Plan, Ordinance 1000.01.
 Any sidewalks or trails located outside of the right-of-way shall be located within a public easement.



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Ad

PHONE (402) 895-4700
FAX (402) 895-5599

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

SOURCE & USE OF FUNDS

EXHIBIT "G"

PROJECT GRANITE FALLS
DEVELOPER TORCZON
AREA (ACRES) 55
JURISDICTION PAPPILLON
DATE 01/17/16
ESTIMATED BY WESTERGARD

ZONING SINGLE SCHOOL MULTI FAMILY
SCHOOL MULTI FAMILY

22 LOTS
41.60 ACRES
270 UNITS

ITEM	CONSTRUCT	TOTAL	SARPY CO	SF SPECIAL ASSESS	SCHOOL	GO NON-REIMB	COMM	M/F ASSESS
TRAIL ALONG WITTMUS DRIVE	116,925	163,695		0	996,726	\$		\$ 66,969
SANITARY SEWER (INTERIOR)	60,100	84,140		63,105	0	0		\$21,035
PAVING(INTERIOR)	92,505	129,507		112,933	0	16,574		
PAVING & STORM (WITTMUS DRIVE)	625,780	876,092	206,507	63,611	400,412	0	\$68,298	\$ 137,265
PAVING (LINCOLN ROAD IMPROVEMENTS)	790,425	1,067,074	355,656		320,122	391,296	\$0	\$0
PAVING (HIGHWAY 370 IMPROVEMENTS)	308,700	416,745		0	104,186	166,698	\$104,186	\$41,675
WATER (INTERIOR)	219,500	307,300		121,419	104,076	98,808	\$ 14,333	\$ 28,665
WATER (LINCOLN ROAD 12" MAIN EXTENSION)	135,300	189,420			82,000	107,420		
CAPITAL FACILITIES CHARGES RES (S F)	45,540	50,094		25,047	0	25,047		\$56,757
CAPITAL FACILITIES CHARGES RES (APT)	103,194	113,513		0	264,950	0		\$5,991
CAPITAL FACILITIES CHARGES SCHOOL	240,864	264,950		5,891	0	11,783		
CAPITAL FACILITIES CHARGES OUTLOTS	103,194	23,565		40,095	201,053	0		\$32,805
UNDERGROUND ELECTRICAL	202,928	273,953			0	31,346		
STORM SEWER	111,950	156,730						
TOTALS	3,156,905	\$4,116,779	\$562,163	\$432,100	\$1,604,871	\$ 999,767	\$ 186,816	\$ 391,061

PER SINGLE FAMILY LOT
SCHOOL ASSESSMENT \$ 1,604,871
MULTI-FAMILY ASSESS \$ 391,061
COMMERCIAL ASSESSMENT \$ 186,816

\$19,641
\$1,604,871
\$ 391,061
\$ 186,816

\$1,448 PER UNIT

NOTES

1) HARD COSTS NOT INCLUDED BUILDING CONSTRUCTION, LANDSCAPING
2) SOFT COSTS NOT INCLUDED COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION
22 SF @ \$265,000 = \$ 5,830,000
270 APT @ \$65,500 = \$ 17,685,000
TOTAL @ 100% \$ 23,515,000

4) G.O. DEBT RATIO = \$ 939,767 / \$ 23,515,000 = 4.00%

NOTE REIMBURSEMENT TO SCHOOL BY FUTURE SID TO THE EAST FOR 1/2 OF WITTMUS DR. COSTS IS ESTIMATED \$200,206
NOTE TOTAL SCHOOL ALLOCATION PRIOR TO REIMBURSEMENT FROM FUTURE TO THE EAST IS \$1,604,871
NET AFTER REIMBURSEMENT \$1,404,666

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PROJECT SANITARY SEWER (INTERIOR)					
NO	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	1,350	L F	19.00	25,650
2	6 INCH SANITARY SEWER PIPE	800	L F	18.50	14,800
3	INVERTED SIPHON STRUCTURE	0	EA	37,500.00	0
4	54 IN I D SANITARY MANHOLE	80	V F	175.00	15,750
5	CRUSHED ROCK BEDDING	50	TON	20.00	1,000
	MISCELLANEOUS (+ 5%)	1	L S	5%	2,900
TOTAL ESTIMATED CONSTRUCTION COST					\$60,100

NOTES

1) TOTAL BID COSTS @ 40% - \$94,140 M F ALLOCATION (25%) \$21,035

PROJECT PAVING (INTERIOR)					
NO	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P C CONCRETE PAVEMENT W/INT CURB	3,100	S Y	\$27.00	\$83,700
2	EARTHWORK	1,033	C Y	1.50	1,550
3	ADJUST MANHOLE TO GRADE	5	EA	125.00	625
4	STREET SIGNS	2	EA	215.00	430
5	REGULATORY SIGNS	6	EA	300.00	1,800
6	SPEED TABLES	0	EA	5000.00	0
	MISCELLANEOUS (+ 5%)	1	L S	X000	4,400
TOTAL ESTIMATED CONSTRUCTION COST					\$92,505

NOTES

1) TOTAL DISTRICT COST W/ 40% - \$129,507

2) G O ITEMS

Intersections 335 SY \$13,286

Overwidth 0 SY \$0

STREET SIGNS 2 EACH \$632

REGULATORY SIGNS 6 EACH \$2,646

SPEED TABLES 0 EACH \$0

G O TOTAL \$16,574

PROJECT PAVING (MITTNIUS DRIVE)					
NO	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P C CONCRETE PAVEMENT W/INT CURB	15,000	S Y	\$32.00	\$480,000
2	EARTHWORK (SUBGRADE ADJUSTMENT)	5,000	C Y	1.50	7,500
3	ADJUST MANHOLE TO GRADE	2	EA	125.00	250
4	STREET SIGNS	2	EA	215.00	430
5	REGULATORY SIGNAGE	10	EA	300.00	3,000
6	SPEED TABLES	160	LF	\$25.00	\$4,000
7	15" RCP	1,140	LF	30.00	34,200
8	18" RCP	250	LF	40.00	10,000
9	24" RCP	110	LF	50.00	5,500
10	30" RCP	260	LF	55.00	14,300
11	36" RCP	24	VF	300.00	7,200
12	STORM MANHOLES	14	EA	1400.00	19,600
13	CURE INLETS	1	L S	X000	29,800
	MISCELLANEOUS (+ 5%)				\$625,780
TOTAL ESTIMATED CONSTRUCTION COST					\$625,780

NOTES

1) TOTAL DISTRICT COST W/ 40% - \$876,082

2) G O ITEMS

COMMERCIAL 10.2% \$68,296

SCHOOL 59.8% \$400,412

SING FAM 8.5% \$63,611

MULTIFAM 20.5% \$137,265

SARPY CO 33% \$208,507

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PAVING LINCOLN ROAD IMPROVEMENTS

PROJECT	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	5' P.C. CONCRETE PAVEMENT (3 LANES WITH 4' WIDE BIKE LANE)	7,950	SY	32.00	225,600
2	EARTHWORK (CHANGE OF PROFILE GRADING)	45,000	C.Y.	1.75	78,750
3	EARTHWORK (SUBGRADE ADJUSTMENT)	2,350	C.Y.	3.50	8,225
4	EARTHWORK STABILIZATION STRUCTURE (REPLACES EX. STRUCTURE NE)	120	LF	100.00	12,000
5	GRADE STABILIZATION STRUCTURE CONTROL	1	LS	75,000.00	75,000
6	SEEDING & EROSION CONTROL	7,900	LF	4.00	31,600
7	EARTHWORK (EXCAVATION)	13,000	S.F.	3.00	39,000
8	IN-LAND PAVEMENT MARKINGS	10	EA	4,000.00	40,000
9	5' P.C. SIDEWALK (BOTH SIDES OF LINCOLN ROAD)	150	LF	\$25.00	3,750
10	ROW / EASEMENT ACQUISITION	830	LF	30.00	24,900
11	LIGHTING (ANTIQUE STYLE POLES AND LUMINAIRES)	1,140	LF	40.00	45,600
12	15' RCP	110	LF	50.00	5,500
13	18" RCP	260	LF	55.00	14,300
14	24" RCP	8	EA	300.00	2,400
15	30" RCP	8	EA	1,400.00	11,200
16	STORM MANHOLES				
17	CURB INLETS				
	MISCELLANEOUS (+ 5%)				
	TOTAL ESTIMATED CONSTRUCTION COST				\$790,425

\$1,067,074

- NOTES
 1) TOTAL DISTRICT COST W/ 35% -
 2) IMPROVE LINCOLN ROAD TO 3 LANES AT FRONTAGE
 3) PARTICIPATION RATES AS FOLLOWS

SARPY COUNTY 33.33% \$355,656
 SCHOOL 30.00% \$320,122

PAVING (HIGHWAY 370 TURN LANE IMPROVEMENTS)

PROJECT	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	10' P.C. CONCRETE PAVEMENT (DECEL LANE, LEFT TURN, SOUTH)	3,600	SY	40.00	144,000
2	EARTHWORK (SUBGRADE ADJUSTMENT)	1,200	C.Y.	3.50	4,200
3	EARTHWORK (AS EXCAVATION)	1,900	C.Y.	9.00	17,100
4	PAVEMENT REMOVAL	2,300	SY	10.00	23,000
5	ASPHALTIC CONCRETE SHOULDER	0	SY	30.00	0
6	SEEDING & EROSION CONTROL	1	ACRE	5,000.00	5,000
7	DRAINAGE IMPROVEMENTS	2,200	LF	300.00	660,000
8	PAVEMENT MARKINGS	1	LS	4.00	4.00
9	SIGNAL UPGRADES	1	LS	70,000.00	70,000
	MISCELLANEOUS (+ 5%)				14,700
	TOTAL ESTIMATED CONSTRUCTION COST				\$308,700

\$416,745

- NOTES
 1) TOTAL DISTRICT COST W/ 35% -
 2) IMPROVE LINCOLN ROAD TO 3 LANES AT FRONTAGE
 3) PARTICIPATION RATES AS FOLLOWS

GRANITE FALLS COMM 25.00% \$104,186
 SCHOOL 25.00% \$104,186
 MULTIFAMILY SPECIAL 10.00% \$41,675

ELECTRICAL SERVICE

PROJECT	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	22	LOTS	\$1,350.00	\$29,700
2	ELECTRICAL SERVICE SCHOOL	41.50	ACRES	\$3,580.00	\$148,928
3	ELECTRICAL SERVICE APARTMENTS	270	UNITS	\$90.00	\$24,300
	TOTAL ESTIMATED CONSTRUCTION COST				\$202,928

- NOTES
 1) TOTAL DISTRICT COSTS W/ 35% -

\$273,953 SCHOOL \$201,053
 MULTIFAM \$32,805

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PROJECT WATER (INTERIOR)

NO	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN RESIDENTIAL	3,400	LF	\$40.00	\$135,000
2	INSTALL 6" WATER MAIN RESIDENTIAL	1,200	LF	\$28.00	\$33,600
3	12" GATE VALVE AND BOX	4	EACH	\$1,200.00	\$4,800
4	8" GATE VALVE AND BOX	2	EACH	\$800.00	\$1,600
5	FIRE HYDRANT ASSEMBLY	3	EACH	\$3,500.00	\$10,500
6	CONNECTION TO EXISTING MAIN	1	EACH	\$1,500.00	\$1,500
	MISCELLANEOUS (+ 5%)	1	LS	XXXX	10,500
TOTAL ESTIMATED CONSTRUCTION COST					\$219,500

SCHOOL ALLOCATION 1/2 COST OF FRONTAGE

1) TOTAL DISTRICT COST W/ 40% -	\$307,300
12" MAIN FULL	2,000
6" MAIN FULL	50
12" VALVE FULL	2
HYDRANT FULL	2
GO PORTION (OVERSIZE MAIN)	
12" WATER MAIN	2180 \$ 32,046
10" WATER MAIN	460 \$ 6,762
TOTAL	\$ 38,808

PROJECT WATER (12" MAIN EXTENSION IN LINCOLN ROAD)

NO	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN IN LINCOLN ROAD	1,940	LF	\$45.00	\$87,300
2	12" GATE VALVE AND BOX	3	EACH	\$1,200.00	\$3,600
3	PRESSURE TEST & DISINFECTION	1	LS	\$5,000.00	\$5,000
4	FIRE HYDRANT ASSEMBLY	9	EACH	\$3,500.00	\$31,500
5	CONNECTION TO EXISTING MAIN	1	EACH	\$1,500.00	\$1,500
	MISCELLANEOUS (+ 5%)	1	LS	XXXX	6,400
TOTAL ESTIMATED CONSTRUCTION COST					\$135,300

PROJECT CAPITAL FACILITIES CHARGES

NO	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	22	LOTS	\$2,070.00	\$45,540
2	MULTI-FAMILY	15.60	ACRES	\$8,615.00	\$1,353,184
3	SCHOOL	41.60	ACRES	\$5,780.00	\$240,864
4	OUTLOTS	3.70	ACRES	\$5,790.00	\$21,423
TOTAL ESTIMATED CONSTRUCTION COST					\$411,021

NOTES

1) TOTAL DISTRICT COST	\$0
10.00% SPECIAL ASSESSMENT GENERAL OBLIGATION	
TOTAL	\$25,047
RESIDENTIAL	\$50,094
MULTI-FAMILY	\$56,757
SCHOOL	\$113,513
OUTLOTS	\$284,950
TOTAL	\$132,475
11% DISTRICT COST	\$23,555
TOTAL	\$111,783
OUTLOTS	\$462,123

1) TOTAL DISTRICT COST W/ 40% - \$189,420

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PROJECT STORM SEWER

NO	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	70	LF	\$25.00	\$1,750
2	18" RCP	70	LF	30.00	2,100
3	24" RCP	0	LF	40.00	0
4	30" RCP	0	LF	47.00	0
5	36" RCP	0	LF	55.00	0
6	42" RCP	0	LF	75.00	0
7	48" RCP	0	LF	65.00	0
8	STORM MANHOLES	0	VF	300.00	0
9	CURB INLETS	2	EA	1,400.00	2,800
10	FES	0	EA	600.00	0
11	AREA INLETS	0	EA	1,500.00	0
12	CONTRIBUTION TO SHERMAN STREET BOX CULVERT	1	LS	100,000.00	100,000
13	RIPRAP	0	TN	22.00	0
	MISCELLANEOUS (+ 0%)	1	LS	XXXX	5,300
TOTAL ESTIMATED CONSTRUCTION COST					\$111,950

NOTES

- 1) TOTAL DISTRICT COST W/ 40% - \$156,730
- Subtract over 48" Pipe Difference \$0
- 2) GENERAL OBLIGATION \$156,730

SCHOOL 20% \$31,346

PROJECT TRAIL ALONG WITTMUS DRIVE

NO	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	COST
1	10" TRAIL ALONG WITTMUS (W SIDE ONLY AT SCHOOL THEN E ONLY AT	30,500	SF	\$3.50	\$106,750
2	EARTHWORK	1,230	C Y	2.50	3,075
3	SEEDING	1.0	ACRES	1500.00	1,500
	MISCELLANEOUS (+ 5%)	1	LS	XXXX	5,600
TOTAL ESTIMATED CONSTRUCTION COST					\$116,925

NOTES

- STREET TREES TO BE PAID PRIVATELY BY DEVELOPER
- SIDEWALK ON EAST SIDE AT SCHOOL TO BE CONSTRUCTED WITH FUTURE DEVELOPEMENT

1) TOTAL DISTRICT COST W/ 40% - \$163,685

APT ASSESS \$ 66,669
\$1,250 SF

SCHOOL

SIDEWALK	19000 SF	\$3.50	\$66,610
EARTHWORK	780 C Y	\$2.50	\$1,950
SEEDING	0.60 AC	\$1,500	\$900
TOTAL			\$69,460

2015-12264

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Exhibit "H"

Mixed Use Permitted Use List

Multi-Family Residential (Apartments)
Corporate Offices
General Offices
Financial Services (Types A & B)
Medical Offices (Types A & B)