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FILED SARPY COUNTY NEBRASKA
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Clay J. Dowling

REGISTER OF DEEDS



SUBDIVISION AGREEMENT

THIS AGREEMENT made this 4th day of March, 2015, by and between **SOUTHBROOK DEVELOPMENT, LLC**, a Nebraska limited liability company (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 301 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "DISTRICT") and the **CITY OF PAPILLION**, a municipal corporation, (hereinafter 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 area to be developed known as Southbrook as described in Exhibit "B", attached hereto and hereinafter referred to as the "Development Area"; and

WHEREAS, DEVELOPER and CITY acknowledge that Public Improvements for the Development Area will be constructed in phases as described in Section XII; and

WHEREAS, DEVELOPER wishes 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 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 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” and that portion of Schram Road right-of-way east of the Development Area as shown on Exhibit “C”.
- 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 individually, and **“Parties”** shall mean CITY, DEVELOPER, and DISTRICT 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 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. Construction of and concrete paving of all streets dedicated per plat as shown on Exhibit "C", 108th Street (from the northern edge of the Development Area to Schram Road), and Schram Road (from the western edge of the Development Area to Turkey Road).
- 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; provided, however, no traffic control devices, other than the traffic control device identified in the approved traffic study and the Source and Use of Funds attached hereto, except as mutually agreed to by the Parties.
- 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 any trails and sidewalks abutting 108th Street, Schram Road, and abutting or within Outlots A, B, C, and D as shown on Exhibit "F".
- N. Dedicated open space acquisition of Outlot E.

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. 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.

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 \$1,866,000 (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. The Parties acknowledge that the valuation shown on the Source and Use of Funds is a projected valuation. The Parties agree that Exhibit "G" may be amended to reflect the actual valuation should such valuation be higher than the projected valuation.

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 other than those contemplated by Interlocal Agreements.

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 the 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 inclusive of curb and gutters, 4) the cost of the driveway relocation for the adjoining properties, and 5) front footage of paving adjacent to any outlots within Development Area. 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 DISTRICT. The ADA ramp and curb drops may be borne by general obligation of 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 eight (8) 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 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 \$439,591.50 based on 196 single-family residential lots at \$2,070 per lot

(\$405,720.00) plus 5.85 acres of outlots (excluding Outlot F) at \$5,790 per acre (\$33,871.50). 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.**

The Parties agree that Capital Facilities Fees for Outlot F will be deferred as described in Section X-K.

- G. Dedicated Open Space Acquisition. Dedicated open space acquisition may be borne by general obligation or privately financed by DEVELOPER as specified on Exhibit "H".
- H. 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.
- I. 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.
- J. 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.
- K. Trail/Sidewalks. One hundred percent (100%) of the entire cost of the trail/sidewalk installation may be borne by general obligation or privately financed by DEVELOPER.

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- L. 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.
- M. Improvements Contemplated by Interlocal Cooperation Agreements. The Public Improvements contemplated by the Interlocal Cooperation Agreement for 108th Street and the Public Improvements contemplated by the Interlocal Cooperation Agreement for Schram Road may be borne by general obligation of DISTRICT.

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 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, or cause its contractors to 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

parcs/playgrounds/recreational facilities (excluding clubhouses and similar facilities for private entities), landscaping and hardscaping shall be as follows:

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.

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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.
 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.

Dedicated Park Land/Open Space

All land proposed to be sold to DISTRICT for dedicated park land and open space shall be consistent with the Papillion Parks Plan and of a size and location mutually agreed upon by CITY and DEVELOPER. The Parties agree that dedicated park land shall consist of the land identified on Exhibit "H". Such dedicated park land shall be financed in the following manner:

- A. The price to be paid for any dedicated park land and open space within DISTRICT shall not exceed fifty percent (50%) of DEVELOPER'S raw land purchase price; and
- B. Any undevelopable land encumbered by utility easements may be donated to DISTRICT if mutually agreeable by DEVELOPER and CITY; and
- C. All open drainage ways (i.e., natural or manmade watercourses, ditches or the like for draining water from an area) shall be donated to DISTRICT; and
- D. All professional services fees shall not exceed those outlined in Section VI.

The Parties further agree that the DISTRICT shall not accept any donation of land other than the land specified on Exhibit "H".

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Section VIII.

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 IX.

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.
- 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

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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 plat of the area to be assessed;
 - 3. 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 contractor;
 - b) The amount paid to DISTRICT'S Engineer(s) which shall include a complete and itemized log of work hours, if applicable, testing expenses and all reimbursable that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);
 - c) The amount paid to DISTRICT'S Attorney(s);
 - 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
 - 4. 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

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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 meeting of the Board of Trustee 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 X.

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 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.
- D. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, or assigns, (including, but not limited to, a homeowners association but excluding

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DISTRICT) 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. CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area until annexation. Upon annexation, CITY agrees to mow the facility twice a year and maintain basic functionality of any above facilities should maintenance of the facilities lapse by DEVELOPER, its successors, or assigns. At no time shall CITY have responsibility for any aesthetic amenities, including, but not limited to, fountains, landscaping plant materials other than native grass, and inorganic materials such as mulch.

- 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 Cost Sharing. DISTRICT shall be responsible for cost sharing for the improvement of 108th Street. DISTRICT shall enter into an Interlocal Cooperation Agreement with Sarpy County and CITY.
- H. Schram Road Cost Sharing. DISTRICT shall be responsible for cost sharing for the improvement of Schram Road. DISTRICT shall enter into an Interlocal Cooperation Agreement with Sarpy County and CITY.
- I. Schram Road. The Parties acknowledge that DISTRICT'S proportionate share of the installation of any Public Improvements and amenities to be located within that portion of the Schram Road right-of-way abutting Southbrook west of 108th Street, as shown on Exhibit "B" (hereinafter referred to as "Schram Road West"), will be allocated by CITY towards the construction costs for the improvements to Schram Road between Turkey Road and 108th Street (hereinafter referred to as "Schram Road East"). It is understood and agreed by the Parties that DISTRICT'S funds that would otherwise have been used for the Schram Road West improvements and amenities are being allocated to the construction costs of the improvements and amenities to Schram Road East. Accordingly, the Parties acknowledge and agree that DISTRICT shall have no further liability or obligation with respect to any of the improvements or amenities to Schram Road West. CITY agrees to require the

developer(s) of the land abutting Schram Road East to contribute their proportionate share(s) for the construction of Schram Road East. Further, CITY agrees to reallocate a portion of said proportionate share(s) to fund the Schram Road West amenities. These amenities shall match those amenities installed within the existing section of Schram Road between 90th Street and 96th Street such as decorative street lights, decorative fencing, landscaping, and a trail.

- J. Outlot E Trail. The 10' trail within Outlot E depicted on Exhibit "H" shall be installed no later than when the property to the west develops to provide a trail connection and the construction of the trail to the west has commenced, except that CITY may order installation of said trail if CITY determines that it is necessary for connection to the trail system. Installation of the 10' trail within the Development Area shall be at the sole expense of the DISTRICT or DEVELOPER.
- K. Outlot F. The Parties acknowledge that DEVELOPER intends for Outlot F to be incorporated into the future development of the adjoining land to the north. DISTRICT agrees to de-annex Outlot F to allow it to be incorporated into the future development of the land to the north prior to incurring any indebtedness. The Parties agree that Capital Facilities Fees for Outlot F shall be deferred until such time that Outlot F is incorporated into a future development either as replatted lots or dedicated park land. In the event that the land to the north is platted and Outlot F is not incorporated into said future development, DEVELOPER agrees to remit Capital Facilities Fees to CITY. Such fees shall be in accordance with the amount identified in the Master Fee Schedule at the time of invoice.
- L. Access Restrictions for Minor Streets. Access to the minor streets shall be restricted as identified on Exhibit "I".
- M. 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.
- N. 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.
- O. Building Permits. The Parties agree that building permits will not be issued for any single-family residences until installation of all Public Improvements, excluding the Gas Distribution System and Electrical Power Service, to service Southbrook is complete. Notwithstanding any provision herein to the contrary, building permits may be applied for and may be issued for Lots 100 through 115, inclusive, for model home builder sites prior to the completion of all of the Public Improvements to those Lots within the Development Area provided that the Chief Building Official, Papillion Fire Chief, and City Engineer mutually agree to issuing said permits. If the Chief Building Official, Papillion Fire Chief, and City Engineer determine that the issuance of said permits is feasible prior to the installation of all Public Improvements, DEVELOPER shall meet any and all conditions required by the Chief Building Official, Papillion Fire Chief, and City Engineer prior to the issuance of any permits. CITY reserves the right to deny issuance of permits if the Chief Building Official, Papillion Fire Chief, and City Engineer determine that the issuance of permits prior to the installation of all Public Improvements is not feasible or if DEVELOPER is unable to meet the conditions established by the Chief Building Official, Papillion Fire Chief, and City Engineer.

- P. 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.
- Q. 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 costs 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.
- R. 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 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.
- S. 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.
- T. 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, establish that the maximum driveway slope shall be 8% with a 2% cross slope at the sidewalk intersection to provide for a driveway cross slope that is compliant with ADA/PROWAG guidelines and provide an easement for Sumtur Amphitheater operations. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.
- U. Sumtur Amphitheater. The Parties recognize that the Development Area is adjacent to Sumtur Amphitheater, an existing amphitheater operated by CITY. DEVELOPER agrees to establish and record language consistent with the following as part of the covenants for the Development Area: "An established amphitheater, currently known as Sumtur Amphitheater, has been constructed on the property legally described as Dam Site 20, Section 33, Township 12 North, Range 12 East, generally located east of 108th Street. Declarant anticipates that the Southbrook Lots will be potentially affected by usual and customary amphitheater operations. Nevertheless, purchasers and owners of the Lots should be aware that: (i) normal use, operation and maintenance of Sumtur Amphitheater will include, but not be limited to, noise, music, sound systems and speakers, vibrations, lights, mowers, power equipment, odors, and additional traffic, before, during and after the Sumtur Amphitheater operations; and (ii) such usual and customary

Sumtur Amphitheater activities may from time to time affect the use and enjoyment of the Lots and may include activities other than those typically related to amphitheater uses. Each Lot Owner acknowledges that they accept the usual and customary operations of the Sumtur Amphitheater and the effect on the Lots. The Declarant hereby declares, grants and establishes easements on the Lots in favor of the Sumtur Amphitheater operations for: (i) intrusion of noise and other effects from the usual and customary Sumtur Amphitheater operations, and other activities permitted at the Sumtur Amphitheater, including, but not limited to, noise, music, sound systems and speakers, vibrations, lights, mowers, power equipment, odors, and attendee participation; and (ii) intrusion of lights and traffic into the Lots.”

- V. 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.
- W. 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.
- X. Walnut Creek Outfall Sewer. The Parties acknowledge that the Development Area is within the Walnut Creek Sewer Outfall Basin. As such, an additional \$3,000 per acre Sewer Fee is required as described in the Master Fee Schedule. The total amount of such fee for 73.362 acres is \$220,086. The Master Fee Schedule provides for said fee to be collected in total or as an equivalent permit lot fee. The equivalent per lot fee is \$1,122.89 based on the total fee (\$220,086) divided by 196 single-family residential lots. All new building permits will be subject to the additional per acre Walnut Creek Outfall Sewer Fee, which shall be due prior to the issuance of the building permit.

Section XI.

Outlots

- A. Improvements by City. DEVELOPER, its successors and assigns, and DISTRICT agree to allow CITY to install improvements within any outlot dedicated as parkland or open spaces as depicted on Exhibit “H”. Further, DEVELOPER, its successors and assigns, and DISTRICT agree to dedicate, at no expense to CITY, any easements required for said improvements. Such easement dedication shall not be withheld by DEVELOPER or DISTRICT in order to gain any monetary or non-monetary concessions by CITY, including but not limited to, improvements to any trail, sidewalk, street, park or drainage system, a reduction in water or sewer rates, provision of additional services not traditionally provided to DISTRICT, or commitment to an annexation timeframe.
- B. 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 of said outlot to any entity other than DISTRICT, it will provide

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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. This provision shall not apply to Outlot F.

Section XII.

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 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 XIII.

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.

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: Southbrook Development, LLC
9805 Giles Road
La Vista, NE 68128
- 2. For DISTRICT: Sanitary and Improvement District
No. 301 of Sarpy County, Nebraska
c/o FULLENKAMP, DOYLE & JOBEUN
11440 W. Center Rd.
Omaha, NE 68144
Attn: Larry Jobeun

With Copy to: Kuehl Capital Corporation
14747 California Street, Suite 1
Omaha, Nebraska 68154
Attn: Rob Wood

- 3. 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

- 4. 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

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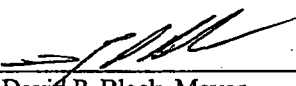
or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

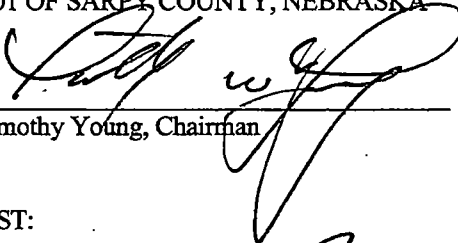


Elizabeth Butler, City Clerk

By 

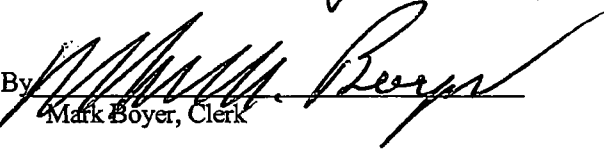
David P. Black, Mayor

SANITARY AND IMPROVEMENT DISTRICT
NO. 301 OF SARPY COUNTY, NEBRASKA

By 

Timothy Young, Chairman

ATTEST:

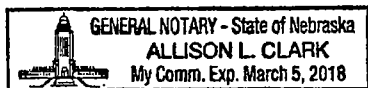
By 

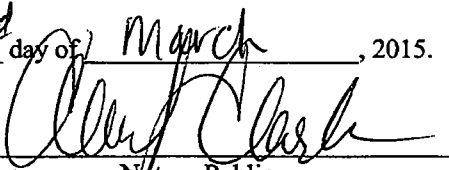
Mark Boyer, Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Timothy Young, Chairman and Mark Boyer, Clerk of Sanitary and Improvement District No. 301 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 3rd day of March, 2015.



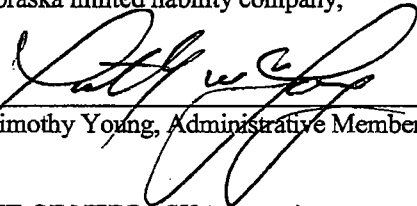


Notary Public

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DEVELOPER:

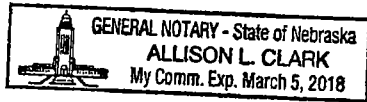
SOUTHBROOK DEVELOPMENT, LLC,
a Nebraska limited liability company,


By 
Timothy Young, Administrative Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Timothy Young, Administrative Member of Southbrook Development, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such limited liability company.

Witness my hand and Notarial Seal this 3rd day of March, 2015.




Notary Public

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**SUBDIVISION AGREEMENT
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INTRODUCTION STATEMENT

RECITALS

SECTION I	Definitions
II	Public Improvements
III	Use of DISTRICT Credit or Funds
IV	Apportionment of Costs
V	Privately Financed Public Improvements
VI	General Obligation Professional Services Fees
VII	Dedicated Park Land/Open Space
VIII	Covenants by CITY
IX	Covenants by DEVELOPER and DISTRICT
X	Other Obligations
XI	Outlots
XII	Annexation
XIII	Miscellaneous Provisions

EXHIBITS:

A	Plat Legal Description with Metes and Bounds
B	Plat
C	Streets and Storm Sewer
D	Sanitary and Water
E	Sediment and/or Detention
F	Trails/Sidewalks
G	Source and Use
H	Dedicated Park Land/Open Space
I	Access Restrictions

W

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE E1/2 OF SE1/4 OF SECTION 32, 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 32; THENCE S87°19'23"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 32, A DISTANCE OF 79.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF S. 108TH STREET ON THE FOLLOWING FIVE (5) COURSES: THENCE S02°22'32"E, A DISTANCE OF 1843.38 FEET; THENCE ON A CURVE TO RIGHT WITH AN RADIUS OF 620.00 FEET, A DISTANCE OF 287.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S10°53'45"W, A DISTANCE OF 284.59 FEET; THENCE S24°10'40"W, A DISTANCE OF 80.67 FEET; THENCE ON A CURVE TO THE LEFT WITH AN RADIUS OF 720.00 FEET, A DISTANCE OF 340.61 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S10°36'40"W, A DISTANCE OF 337.45 FEET; THENCE S02°56'44"E, A DISTANCE OF 93.35 FEET TO THE POINT OF INTERSECTION SAID WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE S87°19'42"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF SCHRAM ROAD, A DISTANCE OF 1077.35 FEET TO A POINT ON THE WEST LINE SAID E1/2 OF SE1/4 SECTION 32; THENCE N02°20'13"W ALONG SAID WEST LINE OF THE E1/2 OF SE1/4 SECTION 32, A DISTANCE OF 2613.67 FEET TO THE NORTHWEST CORNER SAID E1/2 OF THE SE1/4 SECTION 32; THENCE N87°19'23"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 32, A DISTANCE OF 1251.88 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,195,669 SQUARE FEET OR 73.362 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

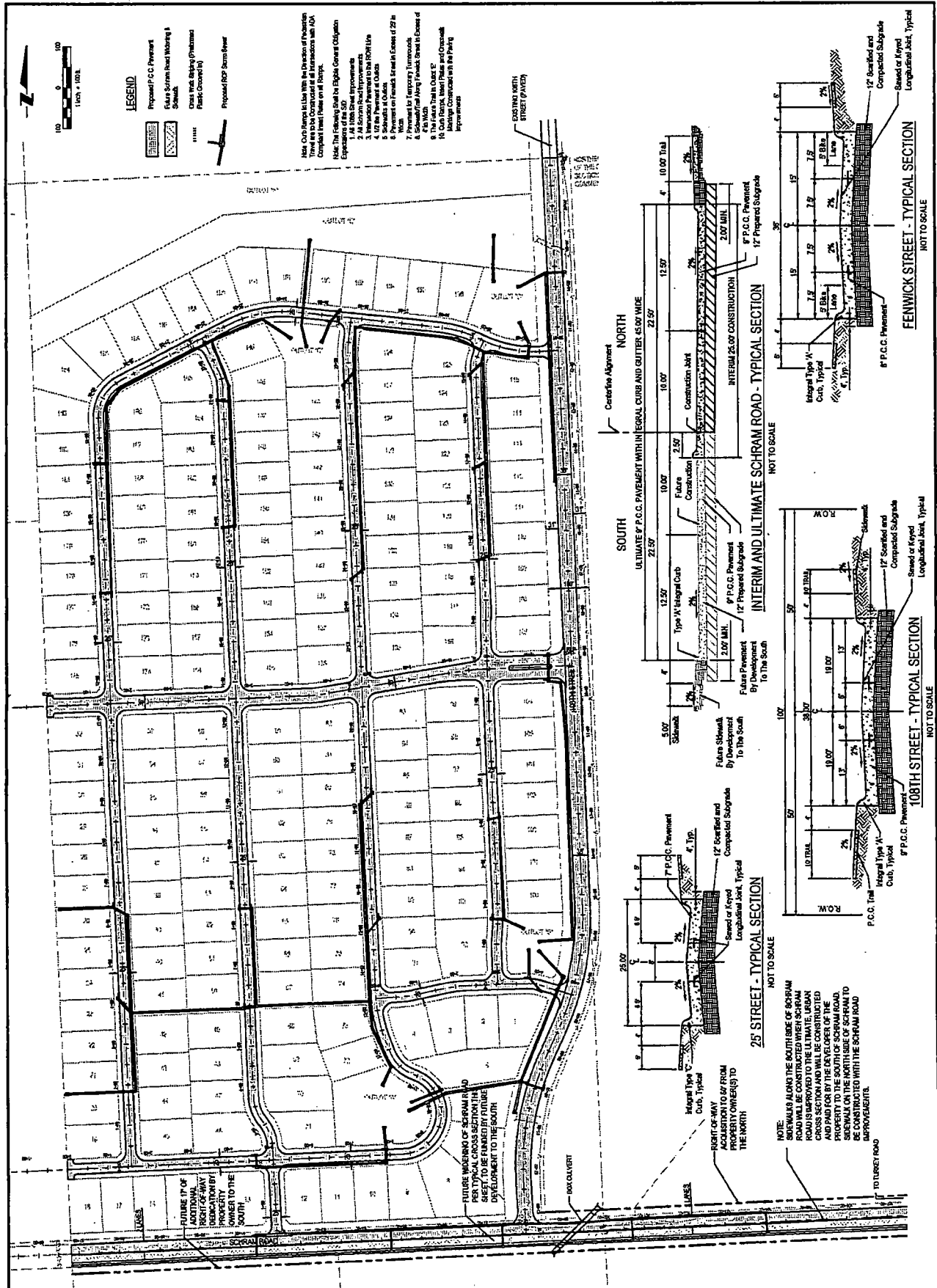
Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.896.4700

Drawn by: JRS | Chkd by: _____ | Date: 03/03/2014
Job No.: P2013.226.001

**SOUTHBROOK
BOUNDARY LEGAL**

PART OF THE SE1/4 SEC 32-T14N-R12E

SARPY COUNTY, NEBRASKA



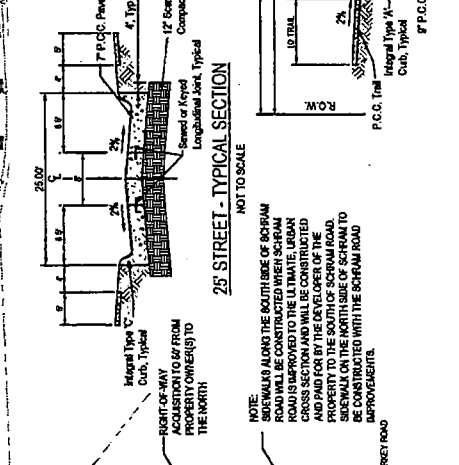
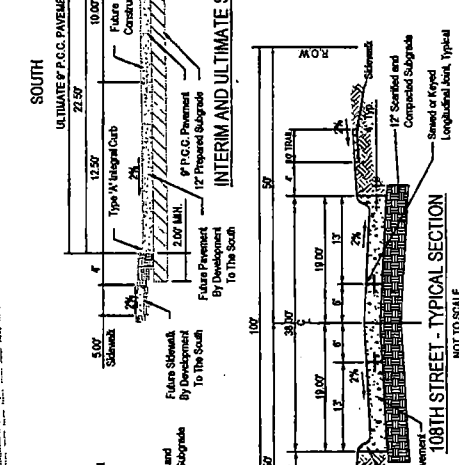
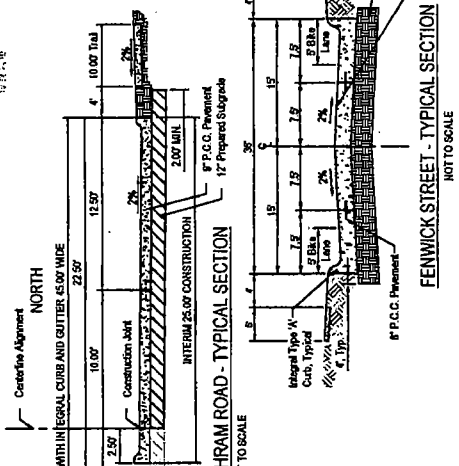
LEGEND

- Proposed P.C.C. Pavement
- Future Storm Sewer Mowing & Slope
- Proposed RCP Storm Sewer
- Proposed RCP Storm Sewer

Note: Curb Ramps to be like the Direction of Pavement
 Note: Future Streets to be Right of Way (ROW) and
 Corridor Road (CR) on all Streets.

Note: Future Streets to be Right of Way (ROW) and
 Corridor Road (CR) on all Streets.

1. All 108th Street Improvements
 2. All Schram Road Improvements
 3. All Fenwick Street Improvements
 4. All 108th Street Improvements
 5. Subgrade at Curb
 6. Subgrade on Road
 7. Pavement for Temporary Turnover
 8. The Future Traffic Object
 9. The Future Traffic Object
 10. The Future Traffic Object



NOTE: SIDEWALKS ALONG THE SOUTH SIDE OF SCHRAM ROAD WILL BE CONSTRUCTED WHEN SCHRAM ROAD IS IMPROVED TO THE ULTIMATE, URBAN CROSS SECTION AND WILL BE CONSTRUCTED PROPERLY TO THE SOUTH SIDE OF SCHRAM ROAD. SIDEWALKS ON THE NORTH SIDE OF SCHRAM ROAD WILL BE CONSTRUCTED WITH THE SCHRAM ROAD IMPROVEMENTS.

Plan No.	SP013-24-001
Date	07/01/2011
Designed By	MMW
Drawn By	SCS
Scale	1" = 100'
Sheet	1 of 2

EXHIBIT C
 PAGE 1 OF 2

STREETS & STORM SEWER EXHIBIT

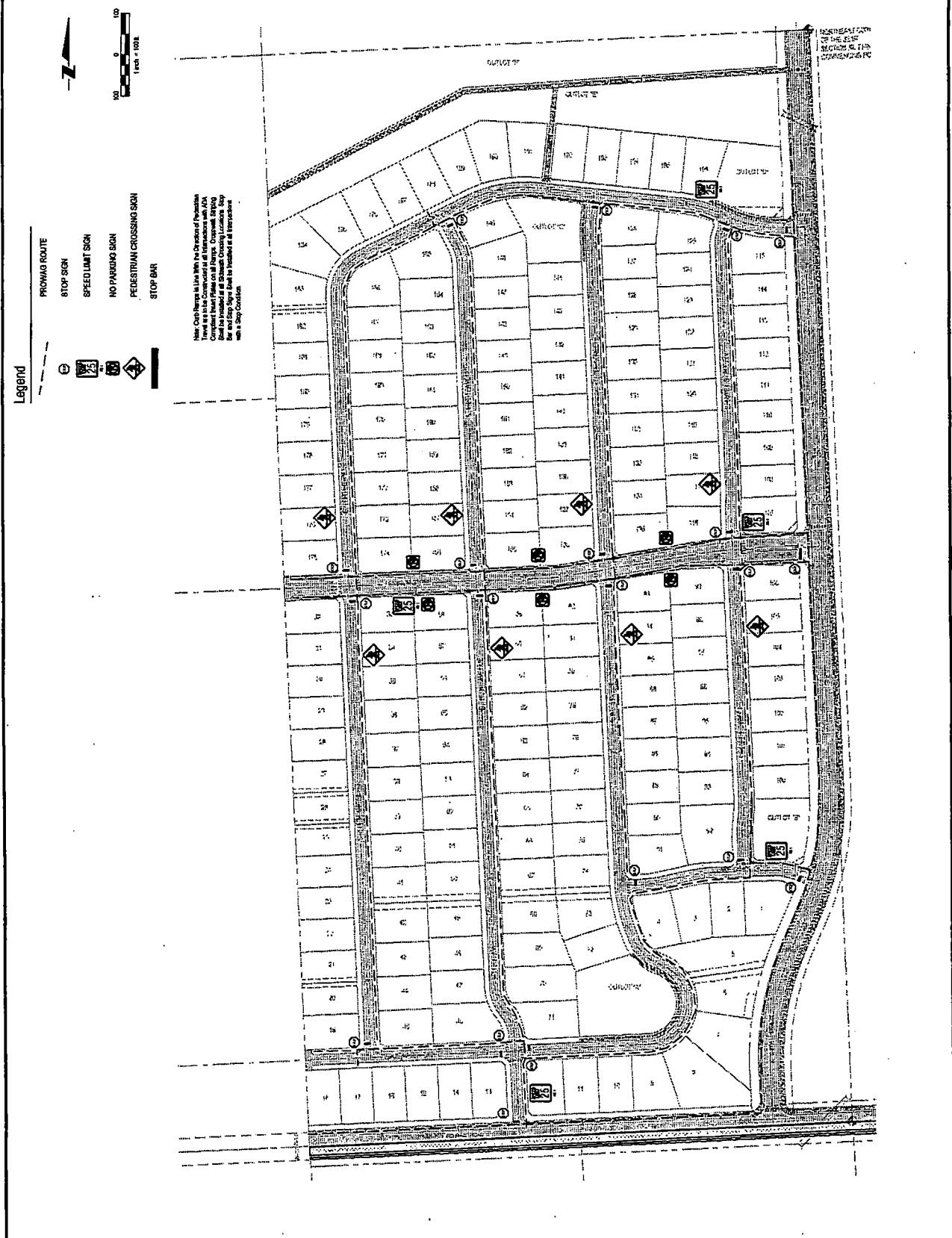
SOUTHBROOK
 SARY COUNTY, MINNESOTA

Engineering Answers

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

200 South 17th Street, Omaha, NE 68114
 Phone: 402.466.7700 Fax: 402.466.5248
 www.eagcg.com

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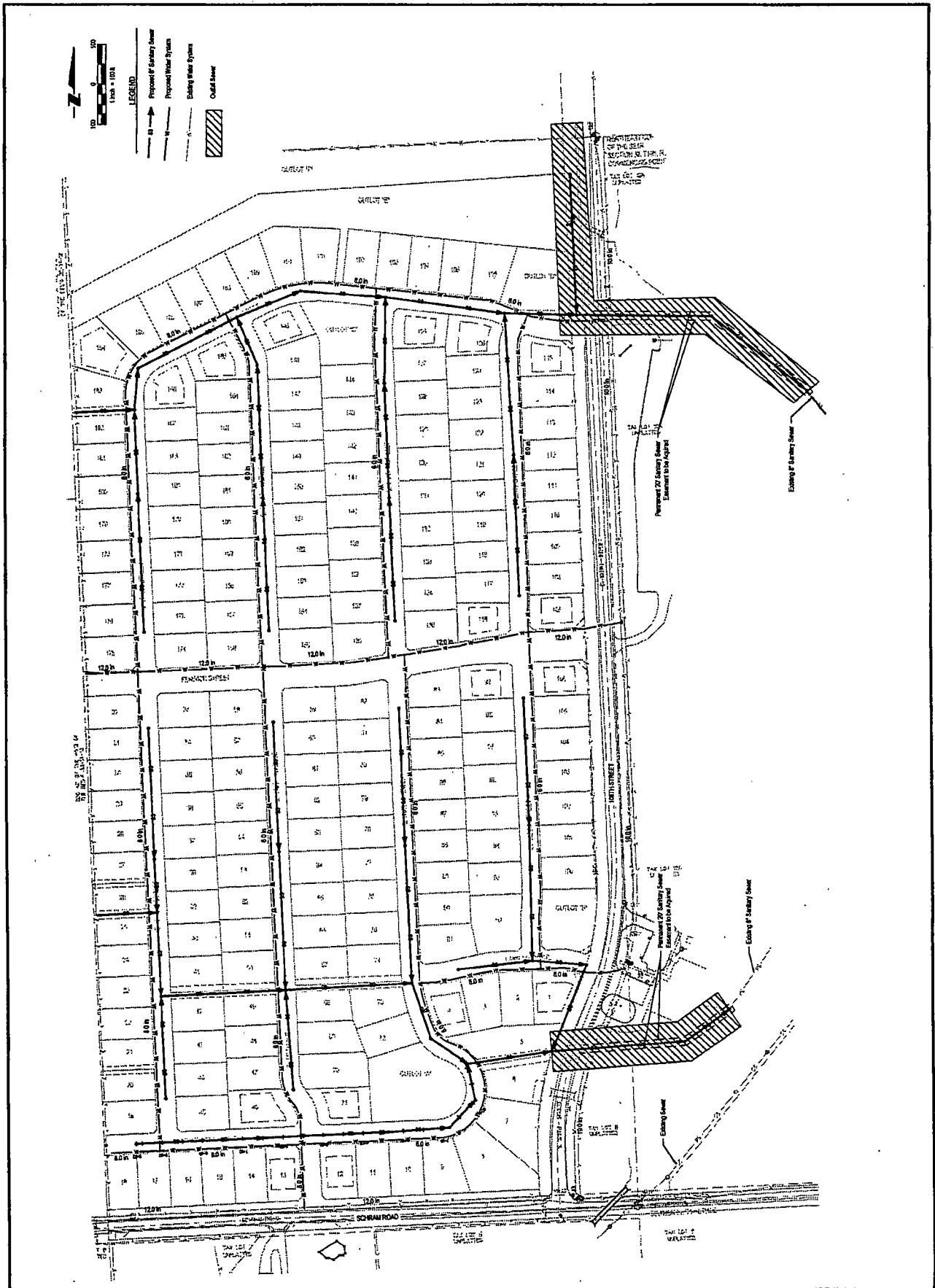
EXHIBIT C
PAGE 2 OF 2

PROWAG EXHIBIT

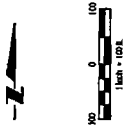
SOUTHBROOK
LAWYERS & ENGINEERS



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 230 North 117th Street, Orono, ME 04954
 Phone: 403.268.4700 Fax: 403.268.2389
 www.e-a.com



Proj No: 2201324-01 Date: 12/21/11 Designed By: MSH Drawn By: JCC Scale: 1"=100' Sheet: 1 of 1	<table border="1"> <thead> <tr> <th>Date</th> <th>Revision</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Revision	Description				EXHIBIT D SANITARY AND WATER EXHIBIT	SOUTHBROOK SAPPY COUNTY, NEBRASKA		E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street, Omaha, NE 68154 Phone: 402.586.4300 Fax: 402.586.2188 www.eagroup.com
Date	Revision	Description									

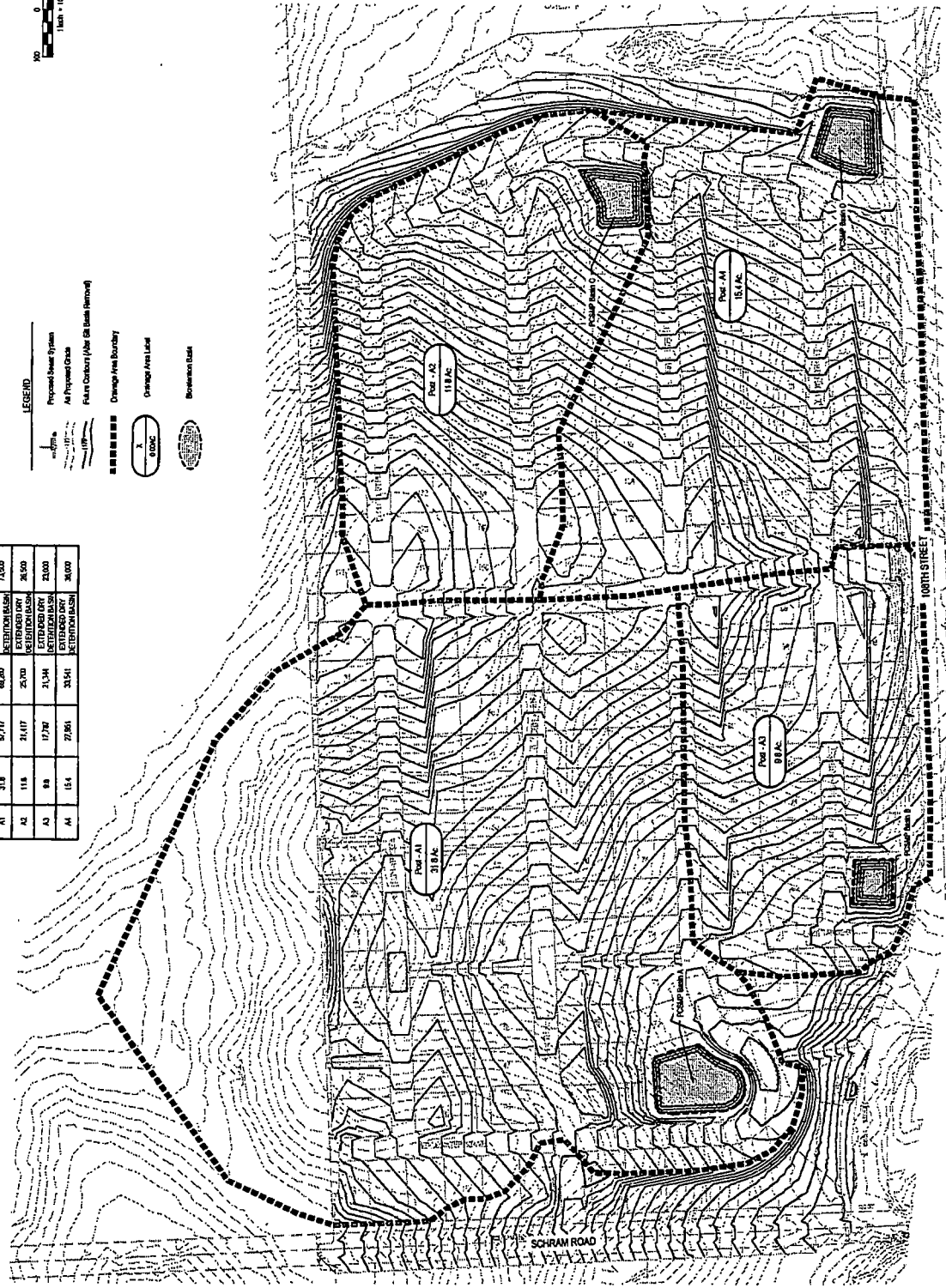


PCSMP BMP INFORMATION

BASIN	DRAINAGE AREA (AC)	1/2 VOLUME (CF)	1/2 VOLUME (MG)	METHOD	1/2 VOLUME PROVIDED (MG)
A1	31.9	57,717	68.80	EXTENDED DRY DETENTION BASIN	73,000
A2	11.8	21,117	25.70	EXTENDED DRY DETENTION BASIN	30,000
A3	8.8	17,787	21.34	EXTENDED DRY DETENTION BASIN	25,000
A4	15.4	27,861	33.91	EXTENDED DRY DETENTION BASIN	30,000

LEGEND

- Proposed Sewer System
- All Proposed Cuts
- Future Closures (Not All Basins Removed)
- Drainage Area Boundary
- Drainage Area Label
- Retention Basin



Proj No:	99017-278-001
Date:	07/27/2011
Designed By:	ASL
Drawn By:	ASL
Scale:	1"=50'
Sheet:	1 of 1

EXHIBIT E

POST CONSTRUCTION
STORM WATER
MANAGEMENT PLAN

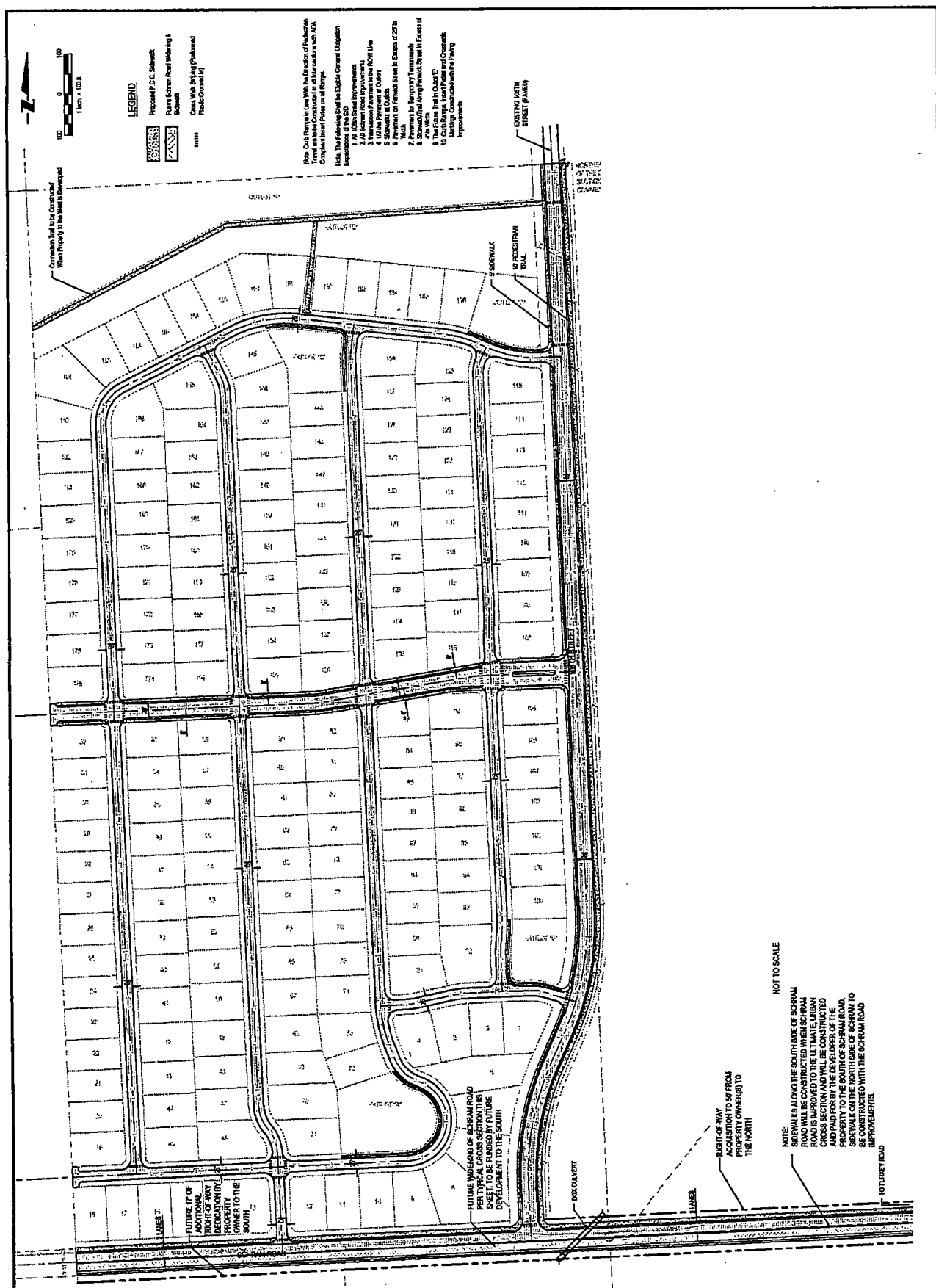
SOUTHBROOK
SARPY COUNTY, MICHIGAN




E & A CONSULTING GROUP, INC.
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278 South 117th Street, Okemos, MI 48864
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Ac



Project No:	2001-02-001	Revision:	
Date:	07/21/01	Description:	
Drawn By:	MD	Additional Comments:	
Scale:	1" = 100'		

SOUTH BROOK
 SARY COUNTY, MISSOURI

 Engineering Answers

E & A CONSULTING GROUP, INC.
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Ad

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT:	NW 108TH & SCHRAM ROAD	ZONING:	SINGLE FAMILY	108 UNITS
DEVELOPER:	BOYER YOUNG	AREA (ACRES):	60	
JURISDICTION:	PAPILLION	ESTIMATED BY:	WESTERGARD	
DATE:	01/09/15	PROJECT NO.:	P2013.226.001	

SOUTH BROOK; FINAL PLAT EXHIBIT "G"

ITEM	CONSTRCT.	TOTAL	PRIVATE	CITY OF PAPILLION	SARPY COUNTY	FUTURE THIS SID	FUTURE DEVELOP.	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	590,650	826,910						826,910		0
SANITARY SEWER (OUTFALL)	45,800	64,120								64,120
PAVING(INTERIOR)	1,105,580	1,525,700						1,177,326		348,374
PAVING (108TH STREET) SEE NOTE (5)	1,124,319	1,349,151		424,261	424,261					500,628
PAVING (SCHRAM at FRONTAGE SEE NOTE (6))	391,766	498,885			158,882		158,882			185,121
PAVING(SCHRAM EAST) SEE NOTE (6a)	767,718	962,063		39,765	320,688		323,212			278,398
PAVING(FUTURE SCHRAM AT FRONTAGE) SEE NOTE (7)	592,155	707,792			89,760		618,031			
PAVING(FUTURE SCHRAM EAST) SEE NOTE (7)	974,200	1,159,202		47,890	135,504		975,809			
FUTURE TRAIL(OUTLOT "E") SEE NOTE (8)	77,000	106,260				106,260				
FUTURE PARK FEES/370 TRAIL SEE NOTE (8)	50,000	60,000				60,000				
WATER (INTERIOR)	459,400	633,972						633,972		
CAPITAL FACILITIES CHARGES	439,609	505,550						252,775		252,775
UNDERGROUND ELECTRICAL	264,600	349,272						349,272		0
STORM SEWER(SEE NOTE 10)	339,700	468,786						232,203		236,583
GRADING SEE NOTE (9)	528,200	528,200	528,200							
TOTALS	7,750,697	\$9,745,864	\$528,200	\$511,916	\$1,127,095	\$166,260	\$2,073,934	\$3,472,458	\$0	\$ 1,866,000

SPECIALS SINGLE FAMILY								\$3,472,458		
PRIVATE BY OTHERS/FUTURE COST							\$ 2,073,934			
TOTAL COST								\$ 3,472,458		
PER UNIT COST								\$ 17,717		

- NOTES:
- HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS, LANDSCAPING
 - SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES
 - VALUATION: 198 Units @ \$255,000 = \$49,980,000
TOTAL \$ 49,980,000
 - G.O. DEBT RATIO (100% VALUATION) = \$1,866,000 / \$ 49,980,000 = 3.73%
 - The City of Papillion is the lead agency for all 108th Street and Schram Road Improvements. Per the 108th Street Interlocal agreement SID 301 will pay 1/3 of the actual cost of the 108th Street Improvements
 - SUF assumes SID 301 will pay a full 1/3 of the costs of 108th Street and Schram Road at the developments frontage.
 - (6a) Initial Schram Road East improvements shall be paid 1/3 by Sarpy County, City of Papillion based on frontage and the balance by future developments.
 - Two lanes of Schram Road will initially be improved. The items noted as "future" are to add additional (sewerage, fencing, lighting, etc) and are to be entirely funded by future development of the land on the south side of Schram Road together with participation from Sarpy County and the City of Papillion. SID 301 portion of future Schram Road at frontage estimate will be paid to the City of Papillion and may be used towards the cost of Schram Road east. If so, SID 301 is released from all future cost obligations for Schram Road at frontage obligations.
 - SID 301 cannot currently afford to construct the trail along the north boundary or contribute park fees/370 trail. The subdivision agreement contains language identifying when SID 301 may be eligible to pay these costs.
 - Grading is a private fee. No grading costs are to be paid by SID 301.
 - Maximum allowable GO expenditure has been capped by the fiscal underwriter at \$1,866,000, therefore a portion of the storm sewer costs, normally GO, have been specially assessed to meet the cap number.

Ae

PROJECT: SANITARY SEWER (INTERIOR)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	11,800	L.F.	19.50	232,050
2	6 INCH SANITARY SEWER PIPE	8,200	L.F.	19.00	155,800
3	54 IN. I.D. SANITARY MANHOLE (53) -	650	V.F.	280.00	182,000
4	CRUSHED ROCK BEDDING	200	TON	18.00	3,600
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	17,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$590,650

NOTES:

1) TOTAL SID COSTS @ 40% -	\$820,910
2) G.O. COSTS	TOTAL \$0.00

PROJECT: SANITARY SEWER (OUTFALL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	1,200	L.F.	20.00	24,000
2	54 IN. I.D. SANITARY MANHOLE (4) -	80	V.F.	280.00	22,400
3	CRUSHED ROCK BEDDING	150	TON	18.00	2,700
4	CONNECT TO EXIST. LINE	2	EA	500.00	1,000
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	1,300
TOTAL ESTIMATED CONSTRUCTION COST:					\$45,800

NOTES:

1) TOTAL SID COSTS @ 40% -	\$64,120
2) G.O. COSTS	\$64,120

PROJECT: PAVING (INTERIOR RESIDENTIAL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	29,100	S.Y.	\$28.75	\$778,425
2	8" P.C. CONCRETE PAVEMENT W/ INT. CURB(Collector Street 38' Width)	5,800	S.Y.	\$28.75	\$167,050
3	EARTHWORK	12,000	C.Y.	1.25	15,000
4	5" PC CONC. WALK, BOTH SIDES OF FENWICK STREET(8' WIDE EA SIDE)	13,800	SF	\$3.20	\$44,160
4a	5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	6,550	SF	\$3.20	\$20,960
5	ADJUST MANHOLE TO GRADE	58	EA	200.00	11,600
6	SINGLE CURB RAMPS	48	EA	350.00	16,800
6a	MARKINGS FOR PEDESTRIAN CROSSINGS	24	EACH	360.00	8,640
6b	STOP BARS	20	EACH	200.00	4,000
7	CURB RAMP INSERTS(2'X2')	104	EA	100.00	10,400
8	STREET SIGNS	13	EA	215.00	2,795
	MISCELLANEOUS (+ 3%)	1	L.S.	XXXX	32,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$1,105,580

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$1,525,700		
2) G.O. ITEMS			
7" PAVING(INTERSECTIONS)	2,850	SY	\$109,364
7" PAVING(OVERWIDTH)	800	SY	\$30,418
7" PAVING(OUTLOT FRONTAGE)	870	SY	\$33,080
8" PAVING(COLLECTOR OVERWIDTH)	1,880	SY	\$75,927
SIDEWALK AT OUTLOT FRONTAGE	6,550	SF	\$29,783
EARTHWORK	950	CY	\$1,888
MARKINGS FOR PEDESTRIAN CROSSINGS	24	EACH	\$12,281
STOP BARS	20	EACH	\$10,234
SINGLE CURB RAMPS	48	EACH	\$23,880
CURB RAMP INSERTS(2'X2')	104	EACH	\$14,783
STREET SIGNS	23	EACH	\$7,029
G.O. TOTAL			\$348,374
SPECIAL ASSESSMENT ASSESSMENT	\$1,525,700		

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PROJECT: PAVING (108TH STREET)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	2	EA	\$3,000.00	\$6,000.00
2	Traffic Control	1	LS	\$50,000.00	\$50,000.00
3	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00
4	Remove and Dispose Gravel Surfacing (6" Depth), Established Quantity	1800	CY	\$10.00	\$18,000.00
5	Sawcut and Remove Existing A.C.C. Pavement	170	SY	\$15.00	\$2,550.00
6	Sawcut and Remove Existing P.C.C. Pavement	570	SY	\$20.00	\$11,400.00
7	Remove and Dispose CMP Headwall	3	EA	\$3,000.00	\$9,000.00
8	Stockpile and Redistribute Topsoil (4000 CY Moved Twice), Established Quantity	8000	CY	\$4.00	\$32,000.00
9	Common Earthwork, In Place	2400	CY	\$4.00	\$9,600.00
10	Imported Fill, In Place	13400	CY	\$8.00	\$107,200.00
11	Retaining Wall, In Place	500	SF	\$30.00	\$15,000.00
12	6" Uniform P.C.C. Pavement With Integral Curb, In Place	11800	SY	\$38.00	\$448,400.00
13	7" Uniform P.C.C. Pavement, In Place	810	SY	\$35.00	\$28,350.00
14	5" P.C.C. Trail, In Place	3000	SY	\$28.00	\$84,000.00
15	4" P.C.C. Sidewalk, In Place	1500	SY	\$25.00	\$37,500.00
16	Drill and Grout 1" x 18" Epoxy Coated Dowel Bars, In Place	75	EA	\$10.00	\$750.00
17	4" Wide Pavement Striping, In Place	6800	LF	\$3.50	\$23,800.00
18	Preformed Pavement Markings Symbols, In Place	2	EA	\$350.00	\$700.00
19	Post Mounted Traffic Sign, In Place	8	EA	\$300.00	\$2,400.00
20	Post Mounted Street Name Sign, In Place	4	EA	\$300.00	\$1,200.00
21	15" I.D. RCP Storm Sewer, Class III, In Place	80	LF	\$35.00	\$2,800.00
22	18" I.D. RCP Storm Sewer, Class III, In Place	410	LF	\$40.00	\$16,400.00
23	24" I.D. RCP Storm Sewer, Class III, In Place	370	LF	\$45.00	\$16,650.00
24	30" I.D. RCP Storm Sewer, Class III, In Place	20	LF	\$65.00	\$1,300.00
25	6' x 12' Arched CMP Culvert Extension With Headwall, In Place	10	LF	\$1,500.00	\$15,000.00
26	4' x 12' Arched CMP Culvert Extension With Headwall, In Place	20	LF	\$1,200.00	\$24,000.00
27	Type I Curb Inlet, In Place	4	EA	\$3,500.00	\$14,000.00
28	Type III Curb Inlet, In Place	4	EA	\$3,500.00	\$14,000.00
29	64" I.D. Storm Sewer Manhole, In Place	18	VF	\$350.00	\$6,300.00
30	Standard Manhole Ring and Cover, In Place	2	EA	\$800.00	\$1,600.00
31	Install and Maintain Fabric Silt Fence, In Place	5000	LF	\$2.00	\$10,000.00
32	Install Curb Inlet Filters, In Place	8	EA	\$300.00	\$2,400.00
33	Tensar SC-150 Erosion Control Mat, In Place	4	AC	\$8,000.00	\$32,000.00
34	Type "B" Permanent Seeding, In Place	4	AC	\$1,500.00	\$6,000.00
35	Remove Fabric Silt Fence, In Place	4000	LF	\$1.00	\$4,000.00
36	Remove Stabilized Construction Entrance	2	EA	\$1,000.00	\$2,000.00
37	SINGLE CURB RAMPS	6	EA	350.00	2,100
38	MARKINGS FOR PEDESTRIAN CROSSINGS	3	EACH	380.00	1,080
39	CURB RAMP INSERTS(2'X2')	12	EA	100.00	1,200

CONSTRUCTION COST SUBTOTAL =	1,070,780
CONTINGENCY (5%) =	\$3,539
ESTIMATED PROBABLE CONSTRUCTION COST =	1,124,319
ENGINEERING, STAKING & C.M. =	148,448
ESTIMATED TOTAL PROJECT COST =	1,272,764

SOUTH BROOK PARTICIPATION	\$ 500,428
SARPY COUNTY PARTICIPATION	\$ 424,261
PAPILLION PARTICIPATION	\$ 424,261
	\$ 1,348,950

PROJECT: PAVING (SCHRAM ROAD AT FRONTAGE)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization	1	LS	5,000.00	5,000.00
2	Traffic Control	1	LS	15,000.00	15,000
3	Clearing & Grubbing	1	LS	10,000.00	10,000
4	Grading/Subgrade Preparation	1	LS	30,000.00	30,000
5	Construct 6" P.C.C. Pavement (2 lane urban section)	5,000	SY	32.00	179,200
6	Construct 6" P.C.C. Driveway, in place	800	SF	5.00	4,000
7	Drill & Grout 1" x 18" Epoxy Coated Dowel Bars @ 12" Ctrs., in place	65	EA	10.00	650
8	Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place	300	EA	8.00	2,400
9	15" RCP Storm Sewer	1,000	SF	29.00	29,000
10	18" RCP Storm Sewer	600	SF	35.00	21,000
11	24" RCP Storm Sewer	300	SF	45.00	13,500
12	Curb Inlets	7	EA	2,000.00	14,000
13	Street Signs	1	LS	300.00	300
14	Permanent Pavement Markings	1	LS	5,000.00	5,000
15	Seeding - Type NDOR mix, In place	2	AC	800.00	1,600
16	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)	4,000	SY	1.75	7,000
17	Silt Fence, In place	2,000	LF	2.00	4,000
18	Lower 12" Water Main	500	LF	60.00	30,000
19	SINGLE CURB RAMPS	2	EA	350.00	700
20	MARKINGS FOR PEDESTRIAN CROSSINGS	1	EACH	380.00	380
21	CURB RAMP INSERTS(2'X2')	4	EA	100.00	400

CONSTRUCTION COST SUBTOTAL =	373,110.00
CONTINGENCY (5%) =	18,656
ESTIMATED PROBABLE CONSTRUCTION COST =	391,766
ESTIMATED R.O.W. ACQUISITION (0.5 ACRES) =	20,000.00
ENGINEERING, STAKING & C.M. =	58,881
ESTIMATED TOTAL PROJECT COST =	470,647

SOUTH BROOK PARTICIPATION	\$ 186,121
SARPY COUNTY PARTICIPATION	\$ 156,882
Future SID (South)	158882.1667
	\$ 499,885

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PROJECT: PAVING (SCHRAM ROAD EAST TO TURKEY ROAD)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization	1	LS	5,000.00	5,000
2	Traffic Control	1	LS	15,000.00	15,000
3	Cleaning & Grubbing	1	LS	10,000.00	10,000
4	Grading/Subgrade Preparation	1	LS	87,500.00	87,500
5	Remove & Dispose of Existing Pavement	350	SY	5.00	1,750
6	Remove & Dispose of Box Culvert	80	LF	60.00	4,800
7	Remove & Dispose of Existing Culvert	7	EA	750.00	5,250
8	Relocate Fire Hydrant Assembly (if necessary)	1	EA	2,200.00	2,200
9	Construct Box Culvert	100	LF	1,200.00	120,000
10	Construct 9" P.C.C. Pavement (2 lane Urban Section)	5,000	SY	35.00	175,000
11	Construct 6" P.C.C. Driveway, in place	1,800	SF	5.00	9,000
12	Construct Decorative Wrought Iron Fence	0	LF	85.00	0
13	Drill & Grout 1" x 18" Epoxy Coated Dowel Bars @ 12" Ctrs., in place	65	EA	10.00	650
14	Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place	300	EA	3.00	2,400
15	Construct Segmental Block Retaining Wall	5,000	SF	25.00	125,000
16	Street Signs	1	LS	300.00	300
17	Permanent Pavement Markings	4	AC	800.00	3,200
18	Seeding - NDOR mix, in place	20,000	SY	1.75	35,000
19	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)	5,000	LF	2.00	10,000
20	Silt Fence, in place	1	EA	200.00	200
21	Curb Inlet Protection, in place	1	EA	350.00	350
22	SINGLE CURB RAMPS	1	EACH	360.00	360
23	MARKINGS FOR PEDESTRIAN CROSSINGS	2	EA	100.00	200
24	CURB RAMP INSERTS(2'X2')				
CONSTRUCTION COST SUBTOTAL =					731,160
CONTINGENCY (5%) =					36,558
ESTIMATED PROBABLE CONSTRUCTION COST =					767,718
ESTIMATED R.O.W. ACQUISITION (2.0 ACRES) =					60,000
ENGINEERING, STAKING & C.M. =					114,345
ESTIMATED PAVEMENT CONSTRUCTION COST =					982,063
SOUTH BROOK PARTICIPATION					\$ 278,398
SARPY COUNTY PARTICIPATION					\$ 320,688
CITY OF PAVILLION PARTICIPATION (12.4% BASED ON FRONTAGE)					\$ 39,765
Future SID's (North & South)					\$ 323,212
					\$ 982,063

PROJECT: PAVING (FUTURE SCHRAM ROAD AT FRONTAGE, ADDITIONAL LANES)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization	1	LS	5,000.00	5,000.00
2	Traffic Control	1	LS	10,000.00	10,000
3	Cleaning & Grubbing	1	LS	5,000.00	5,000
4	Grading/Subgrade Preparation	1	LS	60,000.00	60,000
5	Construct 8' P.C.C. Pavement (22.5' Widening, urban section)	3,000	SY	32.00	96,000
6	Construct 6' P.C.C. Driveway, in place	400	SF	5.00	2,000
7	Construct Curb Inlet	4	EA	2,000.00	8,000
8	8' Wide P.C. Sidewalk on South Side of Schram	6,000	SF	3.75	22,500
9	10' Wide P.C. Trail on North Side of Schram	12,000	SF	3.75	45,000
10	Decorative Fence	2,400	LF	85.00	204,000
11	Decorative Street Lights	10	EA	2,500.00	25,000
12	Landscaping (Allowance)	1	LS	75,000.00	75,000
13	Temporary Easement Acquisition	2	AC	10,000.00	20,000
14	Street Signs	1	LS	300.00	300
15	Permanent Pavement Markings	1	LS	5,000.00	5,000
16	Seeding - Type NDOR mix, in place	1.4	AC	800.00	1,120
17	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)	2,500	SY	1.75	4,375
18	Silt Fence, in place	1,200	LF	2.00	2,400
19	SINGLE CURB RAMPS	2	EA	350.00	700
20	MARKINGS FOR PEDESTRIAN CROSSINGS	1	EACH	360.00	360
21	CURB RAMP INSERTS(2'X2')	4	EA	100.00	400
CONSTRUCTION COST SUBTOTAL =					692,155
CONTINGENCY (5%) =					29,608
ESTIMATED PROBABLE CONSTRUCTION COST =					721,763
ESTIMATED R.O.W. ACQUISITION (0 ACRES) =					0.00
ENGINEERING, STAKING & C.M. =					86,029
ESTIMATED TOTAL PROJECT COST =					707,792
Southbrook Participation					\$ 278,398 Apply to Schram Road East
Sarpy County Participation					\$ 89,760
Future SID (South)					\$ 618,031

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PROJECT: PAVING (FUTURE SCHRAM ROAD EAST OF 108TH TO TURKEY ROAD, ADDITIONAL LANES)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization	1	LS	5,000.00	5,000.00
2	Traffic Control	1	LS	10,000.00	10,000.00
3	Clearing & Grubbing	1	LS	5,000.00	5,000.00
4	Grading/Subgrade Preparation	1	LS	60,000.00	60,000.00
5	Construct 9" P.C.C. Pavement (22.5' Widening, urban section)	5,500	SY	32.00	176,000.00
6	Construct 8" P.C.C. Driveway, in place	1,200	SF	5.00	6,000.00
7	Construct Curb Inlet	8	EA	2,000.00	12,000.00
8	5' Wide P.C. Sidewalk on South Side of Schram	11,000	SF	3.75	41,250.00
9	10' Wide P.C. Trail on North Side of Schram	22,000	SF	3.75	82,500.00
10	Decorative Fence	4,400	LF	85.00	374,000.00
11	Decorative Street Lights	18	EA	2,600.00	46,800.00
12	Landscaping (Allowance)	1	LS	100,000.00	100,000.00
14	Temporary Easement Acquisition	3.5	AC	10,000.00	35,000.00
15	Street Signs	2	LS	300.00	600.00
18	Permanent Pavement Markings	1	LS	7,500.00	7,500.00
17	Seeding - Type MDOR mix, in place	3	AC	800.00	2,400.00
18	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)	4,000	SY	1.75	7,000.00
19	Silt Fence, in place	2,200	LF	2.00	4,400.00
20	SINGLE CURB RAMPS	1	EA	350.00	350.00
21	MARKINGS FOR PEDESTRIAN CROSSINGS	0	EACH	360.00	0.00
22	CURB RAMP INSERTS(2'X2')	2	EA	100.00	200.00
CONSTRUCTION COST SUBTOTAL =					974,200
CONTINGENCY (5%) =					48,710
ESTIMATED PROBABLE CONSTRUCTION COST =					1,022,910
ESTIMATED R.O.W. ACQUISITION (0 ACRES) =					0.00
ENGINEERING, STAKING & C.M. =					138,292
ESTIMATED TOTAL PROJECT COST =					1,159,202

City of Peplion Participation \$47,890
 Sarpy County Participation \$135,504
 Future SID (North & South) \$875,231

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	108	LOTS	\$1,350.00	\$284,600
TOTAL ESTIMATED CONSTRUCTION COST:					\$284,600

NOTES:
 1) TOTAL DISTRICT COSTS W/ 32% - \$349,272

PROJECT: WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 8" WATER MAIN	14,000	LF	\$24.00	\$336,000
2	FIRE HYDRANT ASSEMBLY (COMPLETE)	13	EA	\$2,800.00	\$36,400
3	8" GATE VALVE AND BOX	17	EA	\$800.00	\$13,600
4	PRESSURE TESTING AND DISINFECTION	1	LS	\$5,000.00	\$5,000
5	JACK / BORE CASING	300	LF	\$150.00	\$45,000
6	MISC FITTINGS	1	LS	\$10,000.00	\$10,000
MISCELLANEOUS (+ 3%)					13,400
TOTAL ESTIMATED CONSTRUCTION COST:					\$459,400

NOTES:
 1) TOTAL DISTRICT COST W/ 38% - \$633,972
 2) G.O. PORTION RESIDENTIAL

Ai

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	196	LOTS	\$2,070.00	\$405,720
2	OUTLOTS A thru E	5,853	ACRES	\$5,790.00	\$33,889
3	OUTLOT F (deferred until adjacent development)	4,057	ACRES	\$0.00	\$0
TOTAL ESTIMATED CONSTRUCTION COST:					\$439,609

NOTES:

1) TOTAL DISTRICT COST W/ 15% -	\$505,550
RESIDENTIAL	
SPECIAL ASSESS. GENERAL OBLIGATION	\$252,775.18 \$252,775.18
\$252,775.2 \$252,775.18	

PROJECT: STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	500	LF	29.00	14,500
2	18" RCP	1,760	LF	35.00	61,600
3	24" RCP	650	LF	45.00	29,250
4	30" RCP	650	LF	55.00	35,750
5	36" RCP	620	LF	70.00	43,400
6	48" RCP	0	LF	90.00	0
7	AREA INLETS	5	EA	1500.00	7,500
8	CURB INLETS	35	EA	2000.00	70,000
9	OUTLET CONTROL	5	EA	4000	20,000
10	PCSWPP	1	LS	25000.00	25,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$339,700

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$488,788
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$488,788

PROJECT: FUTURE TRAIL OUTLOT"E"

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	GRADING	10,000	C.Y.	\$2.00	\$20,000
2	6" X10' WIDE P.C. TRAIL	13,400	S.F.	\$4.00	\$53,600
3	SEEDING	1	AC	1200.00	1,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$77,000

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$108,200
2) 100% FUTURE G.O.	

PROJECT: GRADING




NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION)	350,000	CY	\$1.30	\$465,000
2	EARTHWORK STRIP, STOCKPILE & RESPEAD OR TRANSFER	20,000	CY	\$1.25	\$25,000
3	SILT FENCING	2,000	LF	\$2.50	\$5,000
4	CONSTRUCT SILT TRAPS	8	EA	2250.00	18,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$528,200

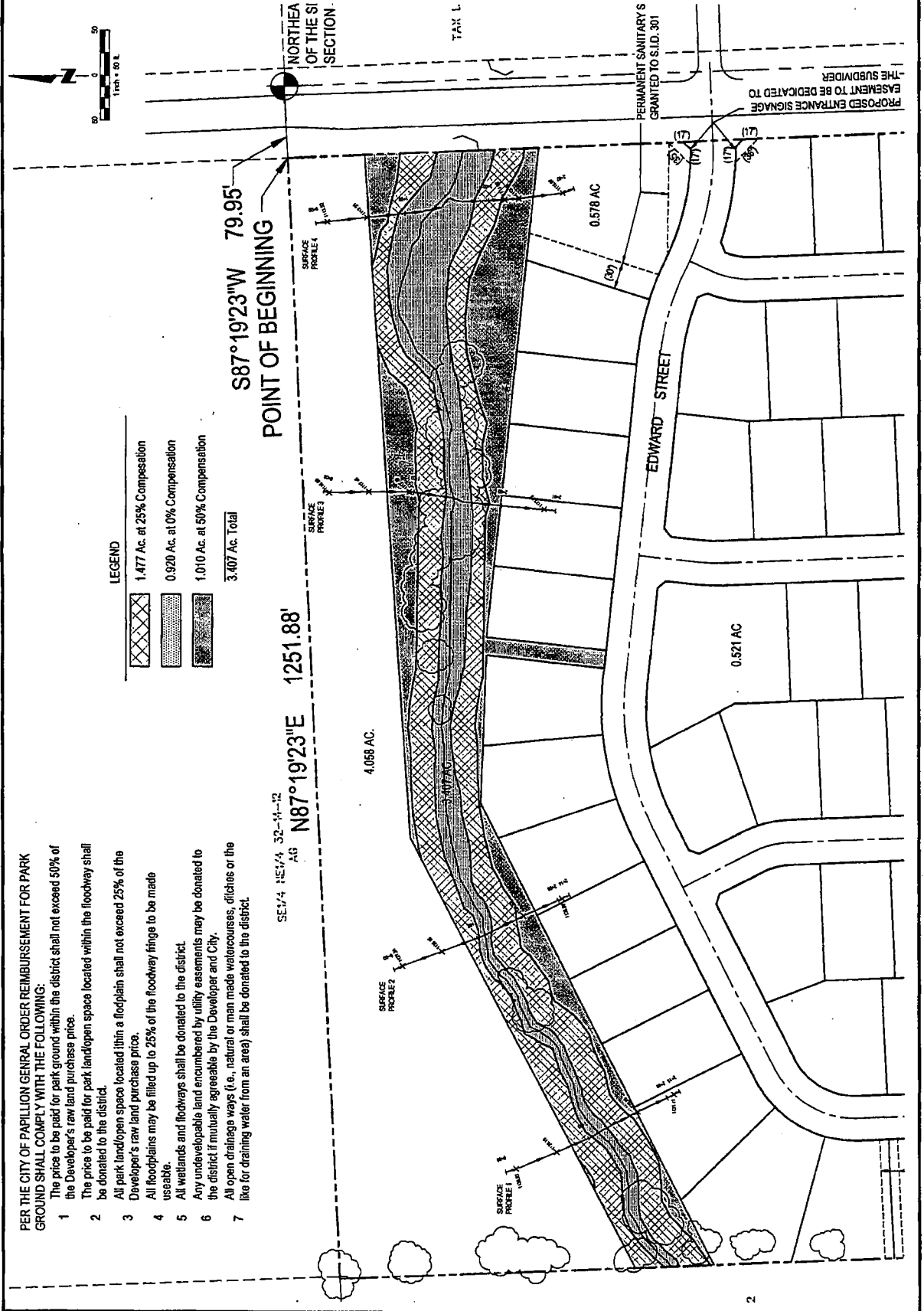
NOTES:

PER THE CITY OF PAVILLION GENERAL ORDER REIMBURSEMENT FOR PARK GROUND SHALL COMPLY WITH THE FOLLOWING:

- 1 The price to be paid for park ground within the district shall not exceed 50% of the Developer's raw land purchase price.
- 2 The price to be paid for park, land/open space located within the floodway shall be donated to the district.
- 3 All park land/open space located in a floodplain shall not exceed 25% of the Developer's raw land purchase price.
- 4 All floodplains may be filled up to 25% of the floodway fringe to be made useable.
- 5 All wetlands and floodways shall be donated to the district.
- 6 Any undevelopable land encumbered by utility easements may be donated to the district if mutually agreeable by the Developer and City.
- 7 All open drainage ways (i.e., natural or man made watercourses, ditches or the like for draining water from an area) shall be donated to the district.

LEGEND

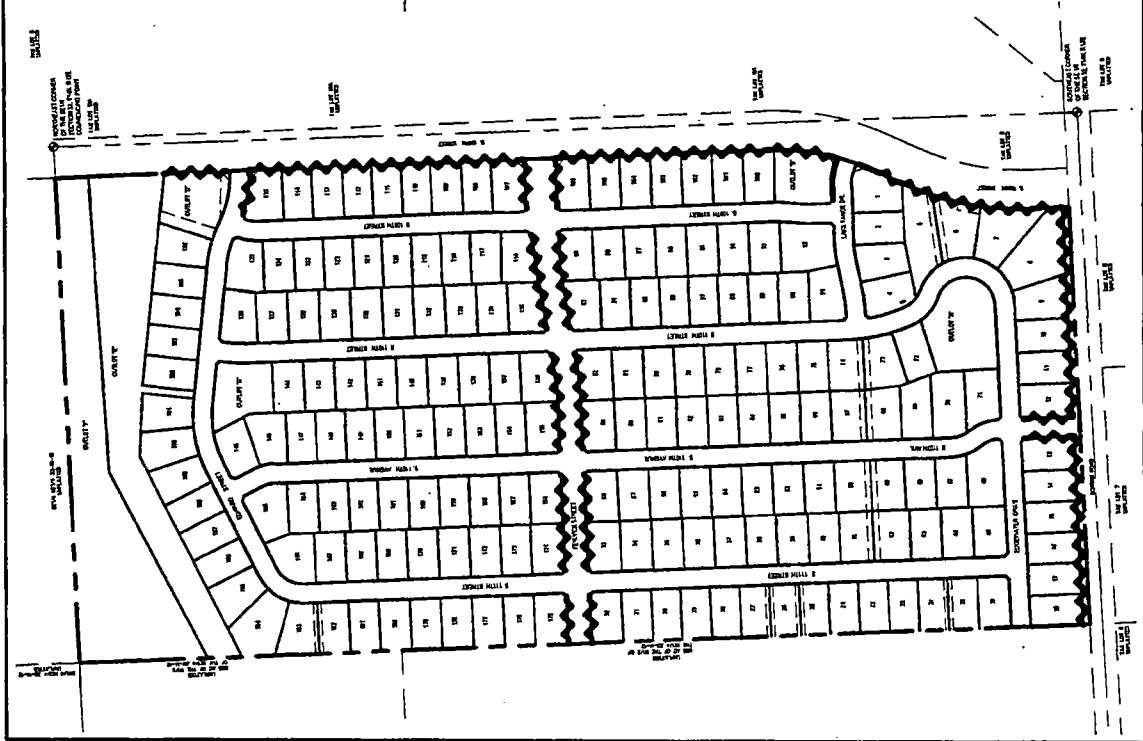
-  1.477 Ac. at 25% Compensation
-  0.920 Ac. at 0% Compensation
-  1.010 Ac. at 50% Compensation
- 3.407 Ac. Total**



E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 2200 North 11th Street, Suite 100 Phoenix, AZ 85016 Phone: (602) 424-4700 Fax: (602) 424-3300 www.eagc.com	 Engineering Answers	SOUTHBROOK HAWK COUNTY, MISSOURI	DEDICATED PARK LAND OPEN SPACE	EXHIBIT H	Title: 1/27/2011
					Date: 1/27/2011

A.S.

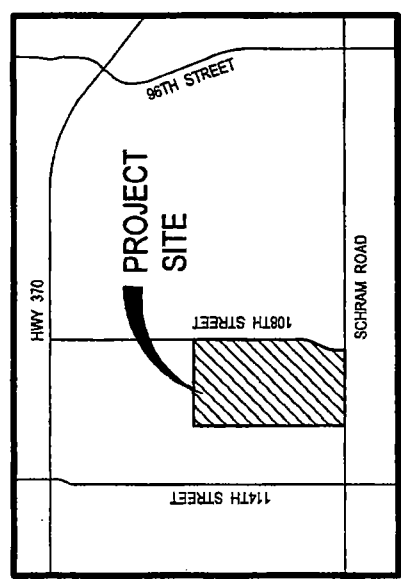
2015-06145 AK



SOUTHBROOK
 LOTS 1 THRU 196 & OUTLOTS "A" THRU "F" INCLUSIVE
 A TRACT OF LAND LOCATED IN PART OF THE E1/2 OF THE SE1/4 OF SECTION 32, TOWNSHIP 14 NORTH,
 RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



- LEGEND**
- BOUNDARY LINE
 - - - RIGHT OF WAY LINE
 - LOT LINE
 - - - EASEMENTS
 - ◐ EXIST. SECTION CORNER
 - - - EXIST. SECTION LINES
 - - - EXIST. PROPERTY LINES
 - ~ ~ ~ RESTRICTED ACCESS LINE



VICINITY MAP

E & A CONSULTING GROUP, INC. Engineering • Planning • Environment & Field Services 330 North 1775 Street, Omaha, NE 68154 Phone: (402) 885-0700 Fax: (402) 885-0550 www.eaeg.com		SOUTH BROOK NEBRASKA	EXHIBIT "F"	FINAL PLAT
			Date: _____ Drawn by: _____ Checked by: _____ Title: _____	Date: _____ Drawn by: _____ Checked by: _____ Title: _____