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COUNTY CLERK/REGISTER OF DEEDS



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## ASHBURY HILLS SUBDIVISION AGREEMENT

THIS AGREEMENT is made this  $21^{6+}$  day of <u>May</u>, 2019, by and between ASHBURY HILLS DEVELOPMENT, LLC a Nebraska limited liability company, SBS KAPITAL, LLC, a Nebraska limited liability company, and ONE-TWO-SIX SCHRAM, LLC, a Nebraska limited liability company (hereinafter collectively referred to as "DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 340 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "DISTRICT"), and the CITY OF PAPILLION, NEBRASKA, a municipal corporation (hereinafter referred to as "CITY").

#### **RECITALS**:

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

DEVELOPER has requested CITY to approve a phased final platting of the area to be developed, consistent with the Preliminary Plat conditionally approved by City Council on February 5, 2019 via Resolution No. R19-0005 (the "Preliminary Plat") the entirety of which is to be known as Ashbury Hills (included within the definition of "Development Area"). The initial phase of the Development Area is depicted in the Final Plat exhibit attached hereto as Exhibit B. The Parties acknowledge that the Development Area is intended to expand to incorporate future phases as DEVELOPER requests that CITY approve future final plattings of subsequent phases of Ashbury Hills; and

DEVELOPER wishes to: (i) connect a portion of the sewer to be constructed by DISTRICT within the Development Area with the sewer system served by the Western Springs Outfall Sewer (the "Western Springs Outfall Service Area"), as depicted in Exhibit C, and (ii) connect a portion of the sewer to be constructed by DISTRICT within the Development Area with the sewer system served by the North Shore Commercial Outfall Sewer (the "North Shore Commercial Outfall Service Area"), as depicted in Exhibit C, pursuant to the Second Amendment to the Interlocal Cooperation Agreement for the Baseball Stadium Outfall adopted by CITY as RES. #R17-0080; and DEVELOPER wishes to connect the water system to be constructed by DISTRICT within the Development Area with the water system of CITY; and

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

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

## Section 1 Definitions

- **A.** For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
  - (1) "Cost(s)" or "Entire Cost", being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys' fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.
  - (2) "Dedicated Street(s)" shall mean those areas, including curbing, turn lanes, and all corresponding concrete paving to be constructed, modified, or improved within: (1) that portion of the Development Area designated as Dedicated Street right-of-way (or similar terminology) on Exhibit B, (2) S 120<sup>th</sup> Street, (3) S 126<sup>th</sup> Street, (4) Schram Road from S 120<sup>th</sup> Street to S 126<sup>th</sup> Street, and (5) any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area. Upon completion of all phases of Ashbury Hills, such dedicated streets shall include: (1) S 120<sup>th</sup> Street, (2) S 126<sup>th</sup> Street, (3) Schram Road, and (4) any other areas dedicated as right-of-way pursuant to phases of Ashbury Hills or any future replat(s) of the Development Area.
  - (3) "Development Area" shall mean the real property situated within the area identified or depicted as such in Exhibit B, including all Dedicated Streets.
  - (4) "Final Plat" shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit B, and any subsequent amendments to Exhibit B to incorporate future phases as such amendments are adopted.
  - (5) "Frontage" shall mean the entire length of the Development Area or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection.

- (6) "Party", when capitalized, shall mean CITY, DEVELOPER, or DISTRICT, individually, and "Parties", when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively.
- (7) "Privately Financed Public Improvement(s)" shall mean those improvements or betterments identified in Section 2 to be installed and constructed at the sole cost and expense of DEVELOPER, as permitted by Section 6, in lieu of DISTRICT causing the installation and construction of such improvements or betterments using the credit or funds of DISTRICT.
- (8) "Private Improvement(s)" shall mean those improvements or betterments required by, or otherwise undertaken by, DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area that shall be privately financed by DEVELOPER because they are not eligible for financing using the credit or funds of DISTRICT.
- (9) "Property Specially Benefited" shall mean property benefited by a particular Public Improvement and situated either: (1) within the platted area in which the Public Improvement is situated or (2) outside such platted area in which such Public Improvement is situated but within the corporate limits of DISTRICT and within 300 feet of said platted area.
- (10) "Proportional Cost Sharing" or "Proportional Cost Share" shall mean that the responsibility for the Entire Cost of a particular public street, intersection, sidewalk, traffic signal, or other applicable Public Improvement(s), as specifically identified in this Agreement or in an amendment to this Agreement, as applicable, less any amount contractually assumed by a local governmental entity, shall, by default, be divided among all fronting developments proportional to said developments' Frontage to said public street or intersection. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, traffic signal, or other applicable Public Improvements.
- (11) "Public Improvements" shall mean those acquisitions, improvements, betterments, contributions, reimbursements, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (12) "Street Intersection(s)" shall mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- (13) "Warranted" shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Sections 2(A)(21), 2(A)(22), 5(A)(21), 5(A)(22), 10(T)(1), 10(U)(1), 10(U)(3), 10(V)(1), and 10(V)(3) of this Agreement,

once certain criteria are met. Specifically, any such Public Improvement shall be considered Warranted as soon as either of the following occurs: (1) it is deemed so by a third-party review of a Traffic Impact Study or (2) CITY's promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the construction and installation of such Public Improvement would likely mitigate said negative impact or prevent said negative impact from reoccurring.

## Section 2 Public Improvements and Related Terms

- A. <u>Public Improvements</u>. The following Public Improvements and associated fees shall be required for the development of the Development Area:
  - (1) <u>Capital Facilities Charges</u>. Capital facilities charges to CITY as provided for in CITY's Master Fee Schedule ("Master Fee Schedule").
  - (2) <u>Civil Defense and Storm Warning System</u>. A civil defense and storm warning system, if necessary.
  - (3) <u>Dedicated Street Construction</u>. Construction of all Dedicated Streets, as shown on the Paving and Storm Sewer exhibit attached as Exhibit D, including improvements within the: (1) S 120<sup>th</sup> Street right-of-way, (2) S 126<sup>th</sup> Street right-of-way, and (3) Schram Road right-of-way. Upon completion of all phases of Ashbury Hills, such dedicated streets shall include those areas within the (1) S 120<sup>th</sup> Street right-of-way, (2) S 126<sup>th</sup> Street right-of-way, (2) S 126<sup>th</sup> Street right-of-way, (2) S 126<sup>th</sup> Street right-of-way, (3) Schram Road right-of-way, and (4) any other areas dedicated as right-of-way pursuant to phases of Ashbury Hills or any future replat(s) of the Development Area.
  - (4) Dedicated Street Off-Site Right-of-Way Acquisition and Designation.
    - i. <u>S 120<sup>th</sup> Street</u>. The acquisition of S 120<sup>th</sup> Street Right-of-Way from the property abutting the eastern boundary of the Development Area and designation of the same as public right-of-way, subject to Section 10(L).
    - ii. <u>S 126<sup>th</sup> Street</u>. The acquisition of S 126<sup>th</sup> Street Right-of-Way from the property abutting the western boundary of the Development Area and designation of the same as public right-of-way, subject to Section 10(L).
    - iii. <u>Schram Road</u>. The acquisition of Schram Road Right-of-Way from the property abutting the southern boundary of the Development Area and designation of the same as public right-of-way, subject to Section 10(L).
  - (5) <u>Dedicated Street Right-of-Way Grading</u>. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading.
  - (6) <u>Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices</u>. All Dedicated Street signage, traffic control signs, and traffic control devices required

by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices," but only if first approved in writing by CITY's Public Works Director or the City Engineer and only if located at a Street Intersection or related to the Development Area.

- (7) <u>Electrical Power Service</u>. The Electrical Power Service to be constructed and installed by the Omaha Public Power District ("OPPD") within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (8) <u>Emergency Vehicle Preemption</u>. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
- (9) <u>Gas Distribution System</u>. The "Gas Distribution System" to be constructed and installed by Black Hills Energy within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- (10) <u>Highway 370 Trail System and Park System Improvements</u>. Highway 370 Trail System and Park System Improvements as further described in Section 10(J).
- (11) <u>Lighting System</u>. The "Lighting System" for any Dedicated Streets to be constructed and installed by OPPD within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- (12) <u>Park Amenity Contribution</u>. Contribution to a park amenity (as defined in Section 10(N) within the park that is: (1) dedicated within the Ashbury Creek subdivision and the North Shore subdivision, and (2) anticipated to be dedicated within the Ashbury Creek 2 subdivision should such subdivision be approved by CITY (collectively, the "Ashbury Creek Dedicated Park").
- (13) <u>Sanitary Sewer Lines</u>, <u>Water Mains</u>, and <u>Appurtenances</u>. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in the Sanitary Sewer and Water Exhibit attached as Exhibit E, pursuant to sanitary sewer and water plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.
- (14) <u>Schram Road Amenities</u>. The decorative street lights, decorative fencing, and landscaping to be installed within Schram Road right-of-way from S 120<sup>th</sup> Street to S 126<sup>th</sup> Street (the "Schram Road Amenities"). Such Schram Road Amenities shall be consistent with the existing section of Schram Road between S 90<sup>th</sup> Street and S 96<sup>th</sup> Street as reasonably determined by CITY.
- (15) <u>Schram Road East Construction</u>. Construction of Schram Road from S 114<sup>th</sup> Street to S 120<sup>th</sup> Street ("Schram Road East").

- (16) <u>Schram Road East Right-of-Way Acquisition and Designation</u>. The acquisition of the Schram Road East Right-of-Way and designation of the same as public right-of-way, subject to Section 10(L).
- (17) <u>Schram Road Water Main</u>. The sixteen-inch (16") water main to be installed within Schram Road right-of-way from S 114<sup>th</sup> Street to S 126<sup>th</sup> Street (the "Schram Road Water Main"), which shall be installed in the following phases:
  - i. <u>Phase 1</u>. The sixteen-inch (16") water main to be installed within Schram Road right-of-way from S 114<sup>th</sup> Street to S 124<sup>th</sup> Street.
  - ii. <u>Future Phase</u>. The sixteen (16") water main to be installed within Schram Road right-of-way from S 124<sup>th</sup> Street to S 126<sup>th</sup> Street.
- (18) <u>Sediment Erosion Control and Detention (or Stormwater Detention)</u>. Permanent stormwater detention basins on and off site as shown in the Sediment and Erosion Control Exhibit attached as Exhibit F. Permanent piping for sediment basin and detention ponds.
- (19) <u>Sidewalks and Trails</u>. The sidewalks and trails, as shown in the Sidewalks and Trails Exhibit attached as Exhibit G which specifically include:
  - i. Five foot (5') sidewalks within: (1) the right-of-way abutting all outlots and (2) S 120<sup>th</sup> Street right-of-way.
  - ii. Ten foot (10') trail within: (1) S120th Street right-of-way, (2) S 126<sup>th</sup> Street right-of-way, and (3) Schram Road right-of-way.
- (20) <u>Storm Sewers, Inlets, and Appurtenances</u>. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown in Exhibit D.
- (21) <u>Traffic Signal at S 120<sup>th</sup> Street and Schram Road</u>. A traffic signal located at the intersection of S 120<sup>th</sup> Street and Schram Road should such signal be deemed Warranted pursuant to Sections 10(T) and 10(U).
- (22) <u>Traffic Signal at S 126<sup>th</sup> Street and Schram Road</u>. A traffic signal located at the intersection of S 126<sup>th</sup> Street and Schram Road should such signal be deemed Warranted pursuant to Section 10(T) and 10(V).

# Section 3 Standards, Authority, and Documentation

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

- B. <u>Adherence and Construction Contracts</u>. DISTRICT and DEVELOPER shall abide by, and incorporate into all of their construction contracts for the Private Improvements and Public Improvements, as applicable, the provisions required by the regulations of CITY and Sarpy County, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvements and Public Improvements or recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for the Private Improvements and Public Improvements, construction oversight of the Private Improvements and Public Improvements, or the design or preparation of plans and specifications for the Private Improvements and Public Improvements.
- C. <u>Before Commencing Work on Public Improvements</u>. Before commencing any work in connection with any individual Public Improvement, DEVELOPER or DISTRICT, as applicable, shall first:
  - (1) Make payment for all applicable fees due to CITY and Sarpy County, as applicable, in relation to said construction and installation of said individual Public Improvement;
  - (2) Deliver to the Papillion City Clerk duly executed copies of an Agreement for Sewer Connection and Wastewater Service between DISTRICT and Sarpy County for the lots within Sarpy County's wastewater service area;
- (3) Obtain approval from CITY and Sarpy County, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement prior to DEVELOPER's or DISTRICT's execution of any such agreement(s) or plan(s), as applicable. Once DEVELOPER or DISTRICT obtains approval from CITY and Sarpy County, as applicable, DEVELOPER or DISTRICT shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement. Any such agreement(s) or plan(s) shall contain details describing the manner and means of any additional connections required by or for the Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's or DISTRICT's engineer;
- (4) Obtain and file of record any permanent easements required by CITY or Sarpy County, as applicable, for said individual Public Improvement, as applicable, if not located on or in dedicated public right-of-way. Public Improvements which may invoke this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to CITY and DISTRICT;

- (5) For Privately Financed Public Improvements, DEVELOPER shall obtain, and show proof of, general liability insurance and payment and performance bonds equivalent to the total construction cost for said Privately Financed Public Improvement; and
- (6) Obtain final approval from CITY to commence the construction and installation of said Public Improvement.
- (7) Obtain final approval from Sarpy County to commence the construction and installation of any Public Improvement that relates to any sanitary sewer or storm sewer within Sarpy County's wastewater service area.
- D. <u>All Necessary Agreements</u>, Permits, and Approvals for Work within Public Right-of-Way. Prior to commencing any work within any public right(s)-of-way, DEVELOPER or DISTRICT, as applicable, shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way. In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER or DISTRICT, as applicable, shall provide said copies to CITY in a timely manner.
- E. <u>No Credit of CITY</u>. The Entire Cost of all Private Improvements and Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER or DISTRICT. The credit of CITY shall not be used for engineering, procurement, contributions or reimbursements towards, or construction of any betterments, Private Improvements, Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area.
- F. <u>No Final Payment Until Approved</u>. For any Public Improvement, DISTRICT or DEVELOPER, as applicable, shall forward all weekly construction tests and observation logs for the Public Improvement to the City Engineer. No final payment shall be made to the contractor for said Public Improvement until such final payment has been approved by the City Engineer, which approval shall not be unreasonably withheld or delayed.

## Section 4 Use of DISTRICT Credit or Funds

- A. <u>Use of DISTRICT Credit or Funds</u>. The credit or funds of DISTRICT shall not be used for the construction of any improvements or facilities within the Development Area except those Public Improvements specified in this Agreement. By way of specification, and not by way of limitation, the Parties agree that DISTRICT shall not, other than as provided in this Agreement, incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility without approval by Resolution of City Council.
- B. <u>The Cost of the Public Improvements</u>. The Cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as agreed

herein and as identified in the Source and Use of Funds attached as Exhibit H. In no case shall the actual total general obligation costs for a specific phase exceed the amount shown as the approved total general obligation amount for the corresponding phase on the "Summary of Estimated Construction Costs" page of Exhibit H (the "Required Amount") at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the actual total general obligation costs to the Required Amount.

- C. <u>No Reallocation</u>. In the event any funds allocated for Public Improvements, pursuant to Exhibit H, do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT shall not reallocate such unexpended funds to any other Public Improvement or other expense without prior approval from CITY.
- D. <u>Construction Overruns or Change Orders</u>. Construction overruns, change orders, or both totaling ten percent (10%) or more of any individual contract, as described in Exhibit H, shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the Entire Cost of the work may be added to the relevant construction contract and shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders. If the work is not approved by the City Administrator and the City Engineer, the Cost of the work shall be included in the statements of cost and specially assessed evenly against DISTRICT's assessable property or the cost of the work shall be privately financed.

## Section 5 Apportionment of Costs and Related Terms

- A. Apportionment of Costs and Additional Terms.
  - (1) <u>Capital Facilities Charges</u>. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per lot basis for single-family and duplex residential lots and a per acre basis for all other use classifications (including outlots) and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Entire Cost of all Capital Facilities Charges shall be subject to the following terms:
    - i. <u>Fee Amount</u>. Capital Facilities Charges shall be paid to CITY according to the following calculations:
      - a. Lots 1 166 and Outlots A H. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$595,920.00 based on 164 single-family residential lots at \$2,400.00 per lot (\$393,600.00) plus 10.4 acres of civic at \$7,185.00 per acre (\$74,724.00) plus 8.8 acres of commercial at \$7,185.00 per acre (\$63,228.00) plus 9.6 acres of outlots at \$6,705.00 per acre (\$64,368.00).

- ii. <u>Special Assessments</u>. Not less than fifty percent (50%) of Capital Facilities Charges invoiced by CITY shall be specially assessed against property served. The remaining balance may be privately financed by DEVELOPER or borne by general obligation of DISTRICT.
- iii. Invoicing and Payment Deadline. CITY shall issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(A)(1)(i) upon CITY's execution of this Agreement. One hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY within 60 days of the invoice issuance date. In the event that Capital Facilities Charges are not paid by DISTRICT no later than 60 days after the invoice issuance date, then the total Capital Facilities Charges amount contemplated herein shall be recalculated based on the amount set forth in the Master Fee Schedule at the time the Capital Facilities Charges fee amount is paid in full. Any cost differential in the Capital Facilities Charge that results due to said charge not being remitted by DISTRICT to CITY within 60 days after issuance of invoice shall be specially assessed or paid privately. Such cost differential shall not be a general obligation cost.
- iv. <u>Building Permits</u>. Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full to CITY.
- v. <u>Construction Document Reviews</u>. Parties acknowledge that CITY shall not accept or review any construction documents for any Public Improvements or Private Improvements until after all applicable Capital Facilities Charges have been paid in full to CITY.
- (2) <u>Civil Defense Siren and Storm Warning System</u>. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in the Development Area. The number, type, and specifications of said defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER. If existing coverage is available, DISTRICT shall pay one hundred percent (100%) of its pro-rata share of the siren Cost based on the areas of coverage as determined by the City Engineer.
- (3) <u>Dedicated Street Construction</u>. One hundred percent (100%) of the Entire Cost of all Dedicated Street construction shall be paid by special assessment against the Property Specially Benefited, except that the following Costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER:
  - i. One hundred percent (100%) of the Cost of the concrete paving and construction of Street Intersections.

- ii. One hundred percent (100%) of the Cost differential for pavement thickness in excess of six inches (6") for reinforced concrete or seven inches (7") for plain concrete.
- iii. One hundred percent (100%) of the Cost differential for pavement width in excess of twenty-five feet (25') inclusive of curb and gutters.
- iv. One hundred percent (100%) of the Cost of the paving of S 120<sup>th</sup> Street.
- v. One hundred percent (100%) of the Cost of the paving of S 126<sup>th</sup> Street.
- vi. One hundred percent (100%) of the Cost of the paving of Schram Road.

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

- (4) Dedicated Street Off-Site Right-of-Way Acquisition and Designation. One hundred percent (100%) of the Cost of the acquisition of off-site right-of-way for S 120<sup>th</sup> Street, S 126<sup>th</sup> Street, and Schram Road and designation of the same as public rights-of-way shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, subject to Section 10(L). The Cost of any disputes or litigation that may result from any Off-Site Right-of-Way Acquisition and Designation incurred by DISTRICT shall be privately reimbursed to DISTRICT, as applicable, by DEVELOPER. DISTRICT and DEVELOPER further agree to indemnify CITY for any such Costs pursuant to Section 15(J).
- (5) Dedicated Street Right-of-Way Grading. One hundred percent (100%) of the Entire Cost of Dedicated Street right-of-way grading, including Street Intersections, shall be privately financed by DEVELOPER, except that the Entire Cost of the grading associated with the coring of Dedicated Streets and backfilling after paving may be borne by general obligation of DISTRICT. One hundred percent (100%) of the Entire Cost for coring of streets and backfilling shall be specially assessed against the Property Specially Benefited within the Development Area, except that the Cost for coring and backfilling Dedicated Streets with a width in excess of twenty-five feet (25') inclusive of curb and gutters and Street Intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. As provided under Section 2A(4), the definition of Dedicated Street Right-of-Way Grading excludes initial site grading. Initial site grading shall be completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.
- (6) <u>Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices</u>. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control signs, traffic control devices, and installation, as applicable, shall be borne by general obligation of DISTRICT, specially assessed against the Property Specially Benefited within the Development Area, or privately financed by DEVELOPER. DISTRICT shall also be responsible for installation of all such signage and devices.

- (7) <u>Electrical Power Service</u>. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the OPPD by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against the Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (8) <u>Emergency Vehicle Preemption</u>. One hundred percent (100%) of the Cost of Emergency Vehicle Preemption device procurement and installation on the requisite traffic signal arm(s) for Dedicated Streets shall be borne by general obligation of DISTRICT, specially assessed against the Property Specially Benefited within the Development Area, or privately financed by DEVELOPER.
- (9) <u>Gas Distribution System</u>. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public gas utility by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (10) <u>Highway 370 Trail System and Park System Improvements</u>. One hundred percent (100%) of DISTRICT's Cost share of the Highway 370 trail system and park system, as further described in Section 10(J), which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property, shall be borne by general obligation of DISTRICT, or privately financed by DEVELOPER.
- (11) <u>Lighting System</u>. One hundred percent (100%) of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed within the boundaries of any Dedicated Street, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY, shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (12) <u>Park Amenity Contribution</u>. One hundred percent (100%) of the cost of the contribution to the park amenity within the Ashbury Creek Dedicated Park may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

- (13) <u>Sanitary Sewer Lines</u>, Water Mains, Water Lines, and Appurtenances. One hundred percent (100%) of the Entire Cost of all sanitary sewer lines, water mains, water lines, and appurtenances located within the Development Area shall be paid by special assessment against the Property Specially Benefited, except that the following Costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER:
  - i. The Cost differential for the portion of sanitary sewers in excess of eight inches (8") and water mains in excess of eight inches (8") including valves and appurtenances in excess of eight inches (8"); and
  - ii. One hundred percent (100%) of the Entire Cost of any outfall sewer lines, water mains, water lines, or appurtenances outside the Development Area.

Pursuant to Papillion Mun. Code § 170-20, one hundred percent (100%) of the Cost of fire hydrants shall be provided by DEVELOPER. The type of hydrants and control valves and the location of the hydrants must be approved by the City Engineer before installation.

- (14) <u>Schram Road Amenities</u>. One hundred percent (100%) of the Cost of the Schram Road Amenities may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (15) <u>Schram Road East Construction</u>. One hundred percent (100%) of the Cost of the Schram Road East may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (16) Schram Road East Right-of-Way Acquisition and Designation. One hundred percent (100%) of the Cost of the Schram Road East Right-of-Way acquisition and designation of the same as public right-of-way shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, subject to Section 10(L). The Cost of any disputes or litigation that may result from the Off-Site Frontier Road Right-of-Way Acquisition and Designation incurred by DISTRICT shall be privately reimbursed to DISTRICT, as applicable, by DEVELOPER. DISTRICT and DEVELOPER further agree to indemnify CITY for any such Costs pursuant to Section 15(J).
- (17) <u>Schram Road Water Main</u>. One hundred percent (100%) of the Cost of the Schram Road Water Main may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (18) Sediment Erosion Control and Detention (or Stormwater Detention). Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit F. Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER shall assume the sole obligation for the construction of the Temporary Basin(s) and the maintenance

thereof during the mass grading of the Development Area including sediment removal from basins and traps. Costs shall be defrayed as follows:

- i. One hundred percent (100%) of the Cost of the grading and maintenance of the Permanent Basins during the mass grading shall be performed and paid for by DEVELOPER.
- ii. One hundred percent (100%) of the Cost of the permanent piping shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- iii. After completion of the mass grading, one hundred percent (100%) of the Cost of the ongoing maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, may be borne by general obligation of DISTRICT or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, its successors, and assigns shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Stormwater Management requirements of CITY. Ownership and maintenance responsibilities for any existing Temporary and Permanent Basins shall be transferred to the Ashbury Hills Homeowners Association as defined in Section 11(A) prior to annexation by CITY.
- iv. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER.
- v. One hundred percent (100%) of the Costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER.

The engineers for DISTRICT shall notify CITY when, in their professional opinion, the basins and traps are no longer required as a sediment trap. CITY, DEVELOPER, and DISTRICT shall make a mutual determination that the above provisions have been met, and at such time, DEVELOPER, its successors, and assigns shall assume all maintenance responsibilities.

- (19) <u>Sidewalks and Trails</u>. One hundred percent (100%) of the Entire Cost of the sidewalk and trail installation may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (20) <u>Storm Sewers, Inlets, and Appurtenances</u>. One hundred percent (100%) of the Entire Cost of all storm sewers, inlets, and appurtenances shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, except that the Cost differential for the portion of the storm sewer in excess of a forty-eight inch (48") inside diameter shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER. Difference in Cost shall include a proportionate share of the entire Cost. For improved channels, the Cost of constructing the channel and appurtenances shall be

considered as the Cost of storm sewer in excess of a forty-eight inch (48") inside diameter. Culvert crossings perpendicular to street center lines shall be borne by general obligation of DISTRICT for a length not exceeding the width of the right-ofway, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

- (21) <u>Traffic Signal at S 120<sup>th</sup> Street and Schram Road</u>. In the event that a traffic signal is deemed Warranted at S 120<sup>th</sup> Street and Schram Road, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at S 120<sup>th</sup> Street and Schram Road and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (22) <u>Traffic Signal at S 126<sup>th</sup> Street and Schram Road</u>. In the event that a traffic signal is deemed Warranted at S 126<sup>th</sup> Street and Schram Road, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at S 120<sup>th</sup> Street and Schram Road and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

## Section 6 Privately Financed Public Improvements and Related Terms

- A. <u>Privately Financed Public Improvements</u>. DEVELOPER, at its sole discretion, may cause one or more of the Public Improvements to be installed and constructed at the sole Cost and expense of DEVELOPER ("Privately Financed Public Improvements" as defined in Section 1) in lieu of DISTRICT causing the installation and construction of such Public Improvements using the credit or funds of DISTRICT. In such an event, the following terms shall also apply:
  - (1) <u>Notice of Intent</u>. DEVELOPER must provide written notice to CITY of its intent to privately install and construct the applicable Public Improvements.
  - (2) <u>Ownership and Maintenance</u>. All such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.
  - (3) <u>Insurance</u>. For any Privately Financed Public Improvement, DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Privately Financed Public Improvements. Additionally, DEVELOPER shall cause DISTRICT to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER in connection with the construction or operation of the Privately Financed Public Improvements.

- (4) <u>Sole Cost of DEVELOPER</u>. The Entire Cost of all Privately Financed Public Improvements shall be paid by, and be at the sole expense of DEVELOPER.
- (5) <u>No Final Payment Until Approved</u>. For any Privately Financed Public Improvement, DEVELOPER shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
- (6) <u>All Other Public Improvement Requirements Shall Apply</u>. All other requirements contained in this Agreement, or as required by law, which relate to the acquisition, construction, and installation of the Public Improvements shall also apply unless explicitly stated otherwise.

## Section 7 General Obligation Professional Services Fees

- A. <u>Professional Service Fees</u>. Professional service fees paid on the actual general obligation construction costs of any DISTRICT project associated with the construction and maintenance of public utility lines and conduits, emergency management warning systems (including civil defense and storm warning systems), water mains, sanitary sewers, storm sewers, flood or erosion protection systems (including dikes and levees), sidewalks/trails, streets/roads/highways and traffic signals and signage, street lighting, power, public waterways/docks/wharfs and related appurtenances, and parks/playgrounds/recreational facilities (excluding clubhouses and similar facilities for private entities), landscaping and hardscaping shall be subject to the following:
  - (1) <u>DISTRICT's Engineer(s)</u>. DISTRICT's Engineer(s)' compensation shall be subject to the following:
    - i. For professional engineering, administration, construction, and coordinating services on projects with actual construction costs greater than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall the foregoing costs paid be greater than twenty-one percent (21%) of the actual general obligation construction costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.
    - ii. For professional engineering, administration, construction, and coordinating services on projects with actual construction costs less than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall the foregoing costs paid be greater than twenty-five percent (25%) of the actual general obligation construction

costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.

- iii. Professional engineering, administration, construction, and coordinating services shall include, but not be limited to, the cost for all services in connection with the preliminary and final surveys, geotechnical reports, preliminary and final design, redesign, cost estimates, bid document preparation, including preparation of plans and specifications, analysis and studies, recommendation of award, preparation of progress estimates, preparation of special assessments schedules and plats, certification of final completion, utility coordination, permitting (exclusive of permit fees), testing, construction or resident observation, construction staking, as-built record drawings and surveys, easement exhibits, and legal descriptions, and specialized sub-consultants, as may be necessary for the completion of the project.
- iv. Additional service fees may be considered and approved by the Mayor and City Council for any significant redesign work that is requested by CITY but only after final construction plans and procurement documents have been approved in writing by the City Engineer.
- v. Fees shall become due no earlier than at the time services are rendered and are approved by DISTRICT's Board of Trustees.
- (2) <u>DISTRICT's Attorney(s)</u>. DISTRICT's Attorney(s)' compensation shall be subject to the following:
  - i. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than five percent (5%) of the actual project construction costs for all services in connection with the commencement, planning, advertisement, meetings, construction, completion of, and levy of special assessments for the construction of Public Improvements installed within DISTRICT. The percentage legal fee may not be charged against those costs associated with engineering fees, fiscal fees, testing, permit fees, or interest payments of DISTRICT.
  - DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than one-half of one percent (0.5%) for bond issuance or subsequent refinancing of DISTRICT on the gross amount of bonds issued.
  - iii. DISTRICT's Attorney(s)' legal fees shall become due no earlier than at the time construction fund warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
  - iv. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than two percent (2%) of the actual project construction costs for all services in connection with contract

charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, Black Hills Energy, CenturyLink, Cox, etc. This shall include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by DISTRICT.

- (3) <u>DISTRICT's Fiscal Agent(s)</u>. DISTRICT's underwriter(s) for the placement of warrants issued by DISTRICT, and municipal advisor(s) or other financial advisor(s) for services during construction, collectively, shall receive fees not to exceed five percent (5%) of warrants issued.
  - i. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
- (4) <u>Unwarranted or Excessive Costs</u>. All costs not described within this Agreement or otherwise approved by CITY shall be considered unwarranted or excessive and shall be paid for privately or specially assessed evenly among all the assessable lots.
- (5) <u>Interest on Construction Fund Warrants</u>. Interest on construction fund warrants issued prior to the professional fee schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.
- (6) <u>Contracts for Professional Services</u>. DISTRICT shall incorporate the foregoing terms within this section, as applicable, into any contract for Professional Services contemplated herein.

## Section 8 Covenants, Representations, and Acknowledgments by CITY

- A. Covenants by CITY. CITY covenants and agrees that:
  - (1) CITY and its departments shall reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.
  - (2) DISTRICT may connect its sanitary sewer system constructed within the Western Springs Outfall Service Area to the sanitary sewer system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and DISTRICT.
  - (3) DISTRICT may connect its sanitary sewer system constructed within the North Shore Commercial Outfall Service Area to the sanitary sewer system of Sarpy County pursuant to the terms and conditions of a sewer and water connection agreement between DISTRICT and Sarpy County.

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

## Section 9 Covenants, Representations, and Acknowledgments by DISTRICT

- A. Covenants by DISTRICT. DISTRICT covenants and agrees that:
  - (1) <u>CITY Approval</u>. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.
  - (2) <u>Invoices</u>. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
  - (3) <u>Bid Procurement Document Formatting</u>. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit H. No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
  - (4) <u>Prohibitions on Contracts and Payments</u>. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.

- (5) <u>Easements</u>. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the City Engineer.
- (6) <u>Itemization</u>. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer that details the itemized split of DISTRICT's general obligation and special assessment costs.
- (7) <u>Timing of Special Assessments</u>. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the Public Improvements that are subject to special assessment, by DISTRICT's Board of Trustees or Administrator. All such special assessments shall be levied within eighteen (18) months after commencement of construction or as otherwise provided by Neb. Rev Stat. § 31-751.
- (8) <u>Outlots</u>. No special assessments shall be assessed against any outlot or dedicated park land. Costs associated with Public Improvements adjacent to or within an outlot (not deemed to be dedicated park land) shall not be borne by general obligation cost, except as provided in Section 5. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.
- (9) <u>Prior to Notice of Special Assessments</u>. Prior to publishing notice for any hearing of DISTRICT to be held for the purpose of equalizing or levying special assessments against Property Specially Benefited by any Public Improvements constructed by DISTRICT, DISTRICT shall abide by the following terms:
  - i. DISTRICT shall obtain written approval from CITY for proposed special assessment schedules. This provision shall not be construed as an obligation incumbent upon CITY to provide such approval, but rather as an obligation incumbent upon DISTRICT to obtain approval from CITY before publishing notice and equalizing or levying said special assessments.
  - ii. DISTRICT shall submit to CITY:
    - a. A schedule of the proposed special assessments;
    - b. A schedule of all general obligation costs spent by DISTRICT;
    - c. A plat of the area to be assessed;
    - d. A full and detailed statement of the Entire Cost of each type of Public Improvement, which statement or statements shall separately show:
    - e. The amount paid to the contract;

- f. The amount paid to DISTRICT's Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all reimbursables that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);
- g. The amount paid to DISTRICT's Attorney(s);
- h. The amount paid to DISTRICT's Fiscal Agent(s), including underwriter(s) for the placement of warrants and DISTRICT's municipal advisor(s) and other financial services advisor(s) for services during construction; and
- i. The amount paid for penalties, forfeitures, or default charges; and
- j. A complete and itemized warrant registry detailing the warrant numbers, payee name, registration date, maturity date, interest date, interest rate, the amount paid with corresponding invoice numbers to payee, and the Public Improvement project for which the warrants were issued.
- (10) <u>Annual Tax Levy</u>. 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, without prior consent of CITY, which consent may be reasonably withheld at CITY's sole discretion, 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 December 31<sup>st</sup> of the year that: (i) all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt and (ii) the proposed tax rate levy is sufficient to fund the succeeding years' projected general and bond fund obligations and is sufficient to amortize the bonded debt resulting from the DISTRICT'S future obligations identified in Sections 10(P), 10(U), 10(V), 10(V)(4(ii), and 10(V)(5) hereof.
- (11) <u>Cash Flow Projections</u>. On or about October 1 of each year following the issuance of DISTRICT bonds, DISTRICT shall cause the delivery of the following information to the City Finance Director for review and approval: a cash flow projection by year for the entire term of the indebtedness. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of DISTRICT. DISTRICT shall adopt tax rate levies sufficient to fund the succeeding years' general and bond fund projected obligation as required in the cash flow projections.
- (12) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- (13) Notice and Production of Proposed Budgets. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said

budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.

- (14) <u>Notice of Bankruptcy Filings</u>. DISTRICT warrants that it shall provide CITY with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and DISTRICT shall also provide to CITY actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.
- (15) <u>CITY Approval for Refinancing</u>. The general obligation of DISTRICT shall not be refinanced to extend the original maturity date of the applicable bonds by more than five years without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (16) <u>Reimbursement Delays</u>. Any delay in satisfying a reimbursement obligation, as contemplated herein, shall only be permitted if reasonable under the totality of DISTRICT's circumstances, as determined by CITY. Any such delay shall not constitute a relief of DISTRICT's reimbursement responsibility.
- (17) <u>ADA Ramp Curb Drops</u>. DISTRICT shall be responsible for providing curb drops for ADA ramps at all Street Intersections as part of the final construction drawings.
- (18) <u>As-Built Drawings</u>. 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.
- (19) <u>Sarpy County Sewer Connection and Wastewater Service Agreement</u>. DISTRICT shall enter into an Agreement for Sewer Connection and Wastewater Service with Sarpy County.
- (20) <u>Provide Engineer's Certificate of Completion to Sarpy County</u>. DISTRICT shall provide an Engineer's Certificate of Completion to Sarpy County for filing which contains a statement that all sewer connections to Sarpy County's sanitary sewer system have been constructed in accordance with the plans and specifications approved in writing by Sarpy County.

## Section 10 Other Terms and Obligations

A. <u>Boundary of DISTRICT</u>. DISTRICT shall take any action necessary to ensure that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit B prior to the execution of this Agreement.

#### B. Building Permits.

- (1) <u>Phase 1</u>. Buildings permits for Phase 1 shall be subject to the following terms:
  - Lots 1 164. Building permits shall not be issued for any building within Lots 1 164, Ashbury Hills until: (i) the construction and installation of all requisite Public Improvements to service such lots is complete, excluding the Gas Distribution System and Electrical Power Service and (ii) a rough grading profile for S 126<sup>th</sup> Street has been established pursuant to Section 10(O).
  - ii. Lot 165. DEVELOPER acknowledges that CITY shall not issue a building permit for the construction of any improvements within Lot 165 unless: (1) the Development Area is served by S 120<sup>th</sup> Street or a CITY-approved temporary road and (2) either water service or a water tanker is readily available on-site which is sufficient to fight a fire during construction of the improvement(s) contemplated in the corresponding building permit. In the event the improvement of S 120<sup>th</sup> Street is not complete on the date CITY receives an application for a building permit for any structure within Lot 165, the City of Papillion Fire Chief, the City of Papillion Fire Marshal, the City of Papillion Chief Building Official, and the City Engineer shall cooperate in reasonably determining whether an appropriate temporary road can be constructed to serve Lot 165. If DEVELOPER, the City of Papillion Fire Chief, the City of Papillion Fire Marshal, the City of Papillion Chief Building Official, and the City Engineer reasonably determine that an appropriate temporary road can be constructed, such temporary road shall be designed and constructed by DEVELOPER before CITY issues a building permit for the construction of any improvements within Lot 165. Upon completion of the construction of the Dedicated Streets, such temporary road shall be removed by DEVELOPER at the sole cost of DEVELOPER. In the event that DEVELOPER. the City of Papillion Fire Chief, the City of Papillion Fire Marshal, the City of Papillion Chief Building Official, and the City Engineer reasonably determine that an appropriate temporary road cannot be constructed, S 120th Street shall be constructed before CITY shall issue a building permit for the construction of any improvements within Lot 165.
  - iii. Lot 166. DISTRICT and DEVELOPER acknowledges that DISTRICT will not install the necessary sanitary sewer infrastructure to serve Lot 166 as part of the Public Improvements for Phase 1. DISTRICT and DEVELOPER acknowledge that DISTRICT intends to install the necessary public sanitary sewer system infrastructure to serve Lot 166 as part of the Public Improvements for the second phase of Ashbury Hills ("Phase 2"). Accordingly, DEVELOPER shall restrict the use of Lot 166 to only uses that do not require sanitary sewer service until such time that the City Engineer determines that the necessary public sanitary sewer infrastructure has been installed to provide adequate sanitary sewer service to Lot 166. For any structure within Lot 166, Ashbury Hills for which the Chief Building Official determines that sanitary sewer service is not required, building permits shall not be issued for any such structure until the construction and installation of all requisite Public Improvements to service such Lot is complete, excluding the

Gas Distribution System, Electrical Power Service, and sanitary sewer system. For any structure within Lot 166, Ashbury Hills for which the Chief Building Official determines that sanitary sewer service is required, building permits shall not be issued for any building until the construction and installation of all requisite Public Improvements to service such Lot is complete.

- (2) <u>Future Phases</u>. Building permits shall not be issued for any building within a particular future phase of Ashbury Hills until the construction and installation of all requisite Public Improvements to service such phase of Ashbury Hills is complete, excluding the Gas Distribution System and Electrical Power Service.
- C. <u>Covenants</u>. DEVELOPER shall establish and record with the Sarpy County Register of Deeds covenants for each and every lot within the Development Area, excluding Lot 165, that: (1) address street creep/driveway binding on curved streets, (2) provide for over-lot drainage, (3) require consistent fencing along S 120<sup>th</sup> Street, S 126<sup>th</sup> Street, Gold Coast Road, and Schram Road, (4) restrict construction of any building or structure that would require sanitary sewer service to only those areas within either the CITY's or Sarpy County's respective wastewater sewer service areas, and (5) restrict the replatting of any lot within the Development Area such that the replat would create any lot(s) that do not have a buildable area that is within either CITY's or Sarpy County's respective wastewater service area. DEVELOPER shall provide documentation that the covenants have been recorded against each and every lot within the Development Area, excluding Lot 165, prior to the issuance of the first building permit.
- D. <u>Deed Restrictions.</u> DEVELOPER shall establish and record with the Sarpy County Register of Deeds deed restrictions in a form satisfactory to CITY as follows:
  - (1) Lot 166 Construction of Improvements Delayed. DEVELOPER acknowledges that DEVELOPER proposes to construct the sanitary sewer infrastructure required to serve Lot 166 with the Public Improvements for Phase 2. DEVELOPER further acknowledges that CITY shall not issue any building permit for Lot 166 for any structure for which the Chief Building Official determines that sanitary sewer service is required until such time that the City Engineer, or his or her designee, determines that the required public sanitary sewer infrastructure to serve Lot 166 has been constructed by DISTRICT or DEVELOPER, as applicable. Accordingly, the deed restriction that DEVELOPER shall cause to be placed on Lot 166 shall identify that no building permit shall be issued for Lot 166 for any structure for which the Chief Building Official determines that sanitary sewer service is required until such time that the City Engineer, or his or her designee, determines that the necessary public sanitary sewer infrastructure to serve Lot 166 has been constructed by DISTRICT or DEVELOPER, as applicable. Further, the deed restriction that DEVELOPER shall cause to be placed on Lot 166 shall provide that the owner of Lot 166 shall have no recourse against CITY should CITY deny a building permit in the event that the Chief Building Official determines that sanitary sewer service is required for such structure and the City Engineer, or his or her designee, determines that the necessary public sanitary sewer infrastructure

to serve Lot 166 has not been constructed by DISTRICT or DEVELOPER, as applicable.

- (2) Lot 166 Subdivision Restriction. DEVELOPER acknowledges that DEVELOPER is proposing to include an area within Lot 166 that is outside the boundary of the respective wastewater service areas for CITY and Sarpy County. Further, DEVELOPER agrees that Lot 166 shall not be replatted in any manner that would create any lot(s) that do not have a buildable area that is within either CITY's or Sarpy County's respective wastewater service area. Accordingly, the deed restriction that DEVELOPER shall cause to be placed on Lot 166 shall restrict the replatting of any lot within the Development Area such that the replat would create any lot(s) that do not have a buildable area that is within either CITY's or Sarpy County's respective wastewater service area.
- E. <u>Discharge Permits in Papillion's Wastewater Service Area</u>. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the Development Area. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements shall be in collaboration with and by the written approval of CITY.
- F. Easements.
  - <u>Recording</u>. DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement contemplated within this Agreement, or otherwise required by CITY.
  - (2) <u>Copies to CITY</u>. DEVELOPER shall provide copies of all easements to CITY immediately after they are recorded.
  - (3) <u>Rights and Terms</u>. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
  - (4) <u>To CITY's Satisfaction</u>. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY.
  - (5) <u>Separate Instruments</u>. DEVELOPER shall dedicate all easements identified in Exhibit B, or in any platting of a subsequent phase of Ashbury Hills, by separate instruments rather than relying upon the corresponding Final Plat.
  - (6) Off-Site Easements for Sewer and Water. Pursuant to Neb. Rev. Stat. § 31-736, CITY hereby grants DISTRICT the requisite approval to acquire by purchase any offsite easements necessary to construct its sanitary sewer system and to connect to CITY's water system as contemplated by this Agreement ("Off-site Sewer and Water Easements"). Alternatively, CITY acknowledges that DISTRICT may desire to acquire said Off-site Sewer and Water Easements by one of the other methods set out under Neb. Rev. Stat. § 31-736. In such a case, DISTRICT acknowledges that

a separate approval from CITY, outside of this Agreement, is required before DISTRICT may exercise any other method of acquisition of real or personal property besides acquisition by purchase.

- G. Fees.
  - (1) <u>Arterial Street Improvement Program (ASIP) Fees</u>. The Parties acknowledge that all new building permits shall be subject to ASIP Fees as provided for in the Papillion Master Fee Schedule.
  - (2) <u>Review Fee for Improvements by DISTRICT</u>. DISTRICT shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.
  - (3) <u>Review Fee for Improvements by DEVELOPER</u>. DEVELOPER shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of the invoice issuance date.
  - (4) Sewer Connection Fees.
    - i. <u>CITY's Wastewater Service Area</u>. The Parties acknowledge that all new building permits for any structure within the CITY's wastewater service area that requires connection to the sanitary and wastewater system of DISTRICT or CITY shall be subject to Sewer Connection Fees as provided for in the Papillion Master Fee Schedule.
    - ii. <u>Sarpy County's Wastewater Service Area</u>. The Parties acknowledge that all new building permits for any new structure that requires connection to the North Shore Commercial Outfall shall be subject to Sewer Connection Fees as provided for in the Papillion Master Fee Schedule and as agreed to by CITY in Interlocal Cooperation Agreement for the Baseball Stadium Outfall and its amendments.
  - (5) <u>Watershed Fees</u>. All new building permits shall be subject to the Watershed Fee as provided for in the Papillion Master Fee Schedule and as agreed to by the Papillion Creek Watershed Partnership. Such fee shall be calculated based on a per lot basis for

the lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit.

- (6) <u>Not an Exhaustive List</u>. The Parties acknowledge that the forgoing does not constitute an exhaustive list of fees applicable to the development of the Development Area. The relevant fees listed in the Master Fee Schedule shall also apply. The timing of collection of such fees shall depend on the type of fee and the corresponding regulations.
- H. <u>Fire Hydrants</u>. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.
- I. <u>Future Reimbursement Agreement(s)</u>. Upon the creation of any Sanitary and Improvement District on an adjoining property, or the development of such property by a private developer, DISTRICT shall enter into any Reimbursement Agreement(s) with CITY, such Sanitary and Improvement District(s), private developer(s), and/or Sarpy County, as applicable, to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT's 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.
- J. <u>Highway 370 Trail System and Park System Improvements</u>. DISTRICT shall cooperate with CITY to install a trail system which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property. DISTRICT agrees to enter into any interlocal agreement(s) required to construct such project and Proportionally Cost Share in the Costs related to such project.
- K. <u>Maintenance of Detention Facilities and Water Quality and Quantity Controls</u>. DEVELOPER, its successors, and assigns shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. DISTRICT and CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.
- L. <u>Off-site Right-Of-Way</u>. The Parties acknowledge that the acquisition and designation of off-site right-of-way may be required for S 120<sup>th</sup> Street, S 126<sup>th</sup> Street, Schram Road from S 120<sup>th</sup> Street to S 126<sup>th</sup> Street, and Schram Road East (each an "Off-Site Right-of-Way", collectively the "Off-Site Rights-of-Way") to allow for the improvement of the Dedicated Streets (the "Dedicated Street Improvement") and Schram Road East (the "Schram Road East Improvement"), as applicable.
  - (1) Area Defined.
    - i. <u>S 120<sup>th</sup> Street</u>. In the event that the off-site right-of-way for S 120<sup>th</sup> Street, as shown in Exhibit I (the "S 120<sup>th</sup> Street Off-Site Right-of-Way") is not dedicated

prior to any commencement of the construction of the Dedicated Streets for Phase 1, DISTRICT or DEVELOPER shall cause the acquisition of the S 120<sup>th</sup> Street Off-Site Right-of-Way, and cause it to be designated as public right-ofway prior to the commencement of the construction of the Dedicated Streets for Phase 1.

- ii. <u>S 126<sup>th</sup> Street</u>. In the event that the off-site right-of-way for S 126<sup>th</sup> Street, as shown in Exhibit I (the "S 126<sup>th</sup> Street Off-Site Right-of-Way") is not dedicated prior to any commencement of the construction of S 126<sup>th</sup> Street, excluding that part that is to be constructed as a Public Improvement for Phase 1, DISTRICT or DEVELOPER shall cause the acquisition of the S 126<sup>th</sup> Street Off-Site Right-of-Way, and cause it to be designated as public right-of-way prior to the commencement of the construction of S 126<sup>th</sup> Street.
- iii. Schram Road.
  - <u>Phase 1</u>. In the event that the off-site right-of-way for that part of Schram Road that is to be improved as a Public Improvement for Phase 1, as shown in Exhibit I (the "Schram Road Off-Site Right-of-Way") is not dedicated prior to the commencement of any construction of the Dedicated Streets for Phase 1, DISTRICT or DEVELOPER shall cause the acquisition of the Schram Road Off-Site Right-of-Way, and cause it to be designated as public right-of-way prior to the commencement of any construction of the Dedicated Streets for Phase 1.
  - 2. <u>Future Phase(s)</u>. In the event that the off-site right-of-way for that part of Schram Road that is anticipated to be constructed as a Public Improvement for a future phase, as shown in Exhibit I (the "Future Schram Road Off-Site Right-of-Way") is not dedicated prior to the commencement of any construction of the Dedicated Streets for such corresponding phase, DISTRICT or DEVELOPER shall cause the acquisition of the Future Schram Road Off-Site Right-of-Way, and cause it to be designated as public right-of-way prior to the commencement of any construction of the Dedicated Streets for such
- iv. <u>Schram Road East</u>. In the event that the off-site right-of-way for Schram Road East, as shown in Exhibit I (the "Schram Road East Off-Site Right-of-Way") is not dedicated prior to the commencement of any construction of Schram Road East, DISTRICT or DEVELOPER shall cause the acquisition of the Schram Road East Off-Site Right-of-Way, and cause it to be designated as public rightof-way prior to the commencement of any construction of Schram Road East.
- (2) <u>Acquisition of Off-Site Right-Of-Way</u>. CITY acknowledges that, if not acquired by DEVELOPER, DISTRICT shall have the ability to acquire the Off-Site Rights-of-Way by a number of different methods pursuant to Neb. Rev. Stat. § 31-736, subject to CITY's approval. Such acquisition of any Off-Site Right-of-Way, if carried out by DISTRICT, shall be subject to the following terms:

- i. For the purposes of Neb. Rev. Stat. § 31-736, City Council's approval and execution of this Agreement shall be deemed to be CITY's approval of DISTRICT's acquisition of such fee title, easements, or other interests in such property as may be required for the corresponding: (i) Dedicated Street Improvement or (ii) Schram Road East improvement so long as the acquired property matches the dimensions and legal description depicted in Exhibit I.
- ii. The acquisition of each Off-Site Right-of-Way by DISTRICT or DEVELOPER shall be performed in compliance with all federal, state, and local laws; however, CITY shall assume no duty or obligation to review such acquisition or to ensure that such acquisition is performed in compliance with such laws. CITY's approval of DISTRICT's acquisition of the Off-Site Rights-of-Way, as contained herein, shall be for the express limited purpose of ensuring that S 120<sup>th</sup> Street, S 126<sup>th</sup> Street, Schram Road from S 120<sup>th</sup> Street to S 126<sup>th</sup> Street, and Schram Road East are constructed as contemplated within this Agreement.
- iii. In the event that DEVELOPER's or DISTRICT's acquisition of any Off-Site Right-of-Way results in any form of claim, action, or suit, or any other form of dispute against CITY, DEVELOPER and DISTRICT agree to fully indemnify CITY pursuant to Section 15(J).

## M. One Call Services.

- (1) CITY shall provide public water main and 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 shall timely pay to CITY a corresponding fee at the rate established in the Master Fee Schedule for locates that are reasonably required and performed by CITY within the Development Area as received over the One Call System, as invoiced by CITY.
- (2) CITY shall invoice DISTRICT for the required payment for services on an annual basis and DISTRICT shall have 30 days in which to make payment after receiving such 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.

#### N. Park Amenity.

- (1) <u>Amenity Defined</u>. Park amenity shall be defined as any contribution to improve the Ashbury Creek Park with benches, playground equipment, shelters, tables, or other amenity determined by the Planning Director to be a similar amenity that provides for recreational opportunities within Ashbury Creek Park.
- (2) <u>Public Hearing Required</u>. The Parties acknowledge that Neb. Rev. Stat. § 31-740(3) requires that the plans and exact costs for public parks, playgrounds, and recreational facilities must be approved by resolution of the City Council after a

public hearing. Further, such approval shall relate to conformity with the City of Papillion Comprehensive Plan and the construction specifications and standards established by City. Pursuant to Neb. Rev. Stat. § 31-740(3), a public hearing shall be held to determine that the park amenity conforms with the City of Papillion Comprehensive Plan and the construction specifications and standards established by City prior to DISTRICT expending funds for such amenity. Accordingly, the Parties acknowledge that a separate, future resolution shall be required to constitute the approval by resolution of the City Council required by Neb. Rev. Stat. § 31-740(3). DISTRICT and DEVELOPER, as applicable, shall cooperate with CITY, as directed by the Planning Director, to obtain the necessary approval by resolution of the City Council, which may include, but not be limited to, a future amendment to this Agreement.

- O. Right-of-Way Grading.
  - (1) <u>S 126<sup>th</sup> Street</u>. DEVELOPER shall establish, to the satisfaction of the City Engineer, a rough grading profile for the S 126<sup>th</sup> Street right-of-way from the intersection of S 125<sup>th</sup> Street and S 126<sup>th</sup> Street to the future intersection of Lake Vista Drive and S 126<sup>th</sup> Street in conjunction with the Public Improvements for Phase 1. DEVELOPER shall be responsible for obtaining any necessary temporary easement(s) for such grading from the property adjoining the western boundary of the Development Area.
  - (2) <u>All Rights-of-Way</u>. All rights-of-way shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way.
- P. Schram Road Amenities. DISTRICT shall cause the construction and installation of the Schram Road Amenities to occur in conjunction with the construction and installation of Schram Road from S 124th Street to S 126th Street, so that the Schram Road Amenities are completed simultaneously with the completion of the construction of Schram Road. The landscaping component of the Schram Road Amenities may be delayed to account for weather and other seasonal planting considerations, provided, however, that such landscaping shall be installed no later than one year after completion of the construction of Schram Road from S 124<sup>th</sup> Street to S 126<sup>th</sup> Street. The Parties acknowledge that DISTRICT may allow individual lot owners along the Schram Road frontage to install the decorative fence component of the Schram Road Amenities, provided that the covenants require a fence style that is consistent with the fencing style of the Schram Road Amenities, as reasonably determined by CITY. Further, DISTRICT may allow any homeowners association formed for the Development Area to install the decorative fence component of the Schram Road Amenities within outlots, provided that such fencing is consistent with the fencing style of the Schram Road Amenities, as reasonably determined by CITY. Any fencing that is not installed by individual lot owners or the homeowners association by the foregoing deadline shall be installed by DISTRICT.
- Q. <u>Schram Road East</u>. Upon the creation of any Sanitary and Improvement District on any property that adjoins Schram Road East, or the development of such property by a private developer, DISTRICT shall enter into any Reimbursement Agreement(s) with CITY, such

Sanitary and Improvement District(s), private developer(s), and/or Sarpy County, as applicable, to provide for the reimbursement of expenses related to the construction of Schram Road East.

- R. Schram Road Maintenance. In consideration for CITY agreeing to delay the improvement of that part of the rural cross-section of Schram Road abutting Lot 166 ("Rural Schram Road"), DISTRICT shall be responsible for maintaining Rural Schram Road until such time that DISTRICT causes Rural Schram Road to be improved to the urban cross-section depicted on the Paving and Storm Sewer exhibit, attached hereto as Exhibit D. DISTRICT's maintenance responsibilities for Rural Schram Road, which shall be performed to the satisfaction of the Public Works Director, shall include, but not be limited to, providing dust control, maintaining sufficient gravel, and correcting any rutting. In the event that the Public Works Director or his or her designee determines that maintenance of Rural Schram Road is required, CITY shall provide written notice of the need for such maintenance to DISTRICT (the "Notice of Needed Maintenance"). Each Notice of Needed Maintenance shall identify the maintenance required for Rural Schram Road as well as a reasonable deadline for DISTRICT to perform such maintenance. The Parties agree that the requirement for Notice of Needed Maintenance may be suspended by CITY in the event that the necessary maintenance to Rural Schram Road is determined by the Public Works Director to be an emergency that requires immediate action to preserve public health, safety, and welfare. In such event, the Public Works Director or his or her designee may use any alternate means necessary to notify DISTRICT that immediate maintenance action is required for Rural Schram Road.
- S. <u>Title to Sanitary Sewer Lines</u>. DISTRICT or DEVELOPER, as applicable, shall convey title of any sanitary sewer lines constructed within the Sarpy County's wastewater service area that will have an upstream connection, as depicted on Exhibit E, to Sarpy County in a form to be approved by Sarpy County.
- T. Traffic Impact Studies. DISTRICT shall fully comply with the following:
  - (1) DISTRICT shall fully finance and cause the completion of a Traffic Impact study to determine if a traffic signal is Warranted at the intersections of: (1) S 120<sup>th</sup> Street and Schram Road and (2) S 126<sup>th</sup> Street and Schram Road and provide said study to CITY as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon reasonable request made by the City Administrator or the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be requested or conducted provided that such requests are reasonable.
  - (2) DISTRICT shall timely reimburse CITY for the reasonable costs paid by City, if any, for contracting a third-party review of every Traffic Impact Study that is submitted to CITY pursuant to this Agreement. Said third-party review shall be conducted by a third-party reviewer of CITY's choosing.
- U. Traffic Signal at S 120th Street and Schram Road.

- (1) In the event that a traffic signal is deemed Warranted at the intersection of S 120<sup>th</sup> Street and Schram Road, DISTRICT shall be responsible for 100% of the Proportional Cost Share of the traffic signal and intersection improvements related to such traffic signal. DISTRICT shall act as the lead agent for the installation of said signal and any related intersection improvements and shall commence construction and installation of said improvements as soon as they are Warranted. CITY agrees that the obligation to act as lead agent may, alternatively, be assumed by: (1) any Sanitary and Improvement District formed for the development of the properties that abut and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (2) any Sanitary and Improvement District(s) formed for the development of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road.
- (2) CITY shall require a proportionate reimbursement to DISTRICT for the cost of the traffic signal at the intersection of S 120<sup>th</sup> Street and Schram Road as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District formed for the development of the properties that abut and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (2) any development by any Sanitary and Improvement District(s) formed for the development of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (2) any development by any Sanitary and Improvement District(s) formed for the development of the properties that abuts and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road, (3) any development by any private developer(s) of the properties that abut and will be served by any private developer(s) of the properties that abut and will be served by any private developer(s) of the properties that abut and will be served by any private developer(s) of the properties that abut and will be served by any private developer(s) of the properties that abut and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road or (4) any development by any private developer(s) of the properties that abut and will be served by the intersection of S 120<sup>th</sup> Street and Schram Road.
- (3) In the event that a traffic signal is deemed Warranted at the intersection of S 120<sup>th</sup> Street and Schram Road or upon the request of CITY, DISTRICT shall attempt to enter into an agreement with Sarpy County, any other interested sanitary and improvement district(s), and/or any interested private developer, as applicable, to establish DISTRICT's reimbursement for traffic signal at the intersection of S 120<sup>th</sup> Street and Schram Road ("Traffic Signal Agreement"). In the event that the Traffic Signal Agreement is not executed or the Traffic Signal Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit H, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit H or, alternatively, such overage maybe privately financed by DEVELOPER.

# V. Traffic Signal at S 126th Street and Schram Road.

(1) In the event that a traffic signal is deemed Warranted at the intersection of S 126<sup>th</sup> Street and Schram Road, DISTRICT shall be responsible for 100% of the Proportional Cost Share of the traffic signal and intersection improvements related to such traffic signal. DISTRICT shall act as the lead agent for the installation of said signal and any related intersection improvements and shall commence construction and installation

of said improvements as soon as they are Warranted. CITY agrees that the obligation to act as lead agent may, alternatively, be assumed by: (1) any Sanitary and Improvement District formed for the development of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road, (2) any Sanitary and Improvement District(s) formed for the development of the properties that abuts and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road, (3) any private developer(s) of the properties that abuts and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road or (4) any private developer(s) of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road.

- (2) CITY shall require a proportionate reimbursement to DISTRICT for the cost of the traffic signal at the intersection of S 126<sup>th</sup> Street and Schram Road as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District formed for the development of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road, (2) any development by any Sanitary and Improvement District(s) formed for the development of the properties that abuts and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road, (2) any development by any Sanitary and Improvement District(s) formed for the development of the properties that abuts and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road, (3) any development by any private developer(s) of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road or (4) any development by any private developer(s) of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road or (4) any development by any private developer(s) of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road or (4) any development by any private developer(s) of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road or (4) any development by any private developer(s) of the properties that abut and will be served by the intersection of S 126<sup>th</sup> Street and Schram Road.
- (3) In the event that a traffic signal is deemed Warranted at the intersection of S 126<sup>th</sup> Street and Schram Road or upon the request of CITY, DISTRICT shall attempt to enter into an agreement with Sarpy County, any other interested sanitary and improvement district(s), and/or any interested private developer, as applicable, to establish DISTRICT's reimbursement for traffic signal at the intersection of S 120<sup>th</sup> Street and Schram Road ("Traffic Signal Agreement"). In the event that the Traffic Signal Agreement is not executed or the Traffic Signal Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit H, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit H or, alternatively, such overage maybe privately financed by DEVELOPER.
- W. Timing and Responsibility for Sidewalks and Trails.
  - (1) <u>Outlot Sidewalks</u>. DISTRICT shall construct a five foot (5') sidewalk abutting outlots in conjunction with the phased construction of the abutting streets. The corresponding sidewalks shall be provided as part of each phase of construction.
  - (2) <u>S 120<sup>th</sup> Street Trail</u>. DISTRICT shall construct the S 120<sup>th</sup> Street Trail in conjunction with the improvement of S 120<sup>th</sup> Street as part of Phase 1.
  - (3) <u>S 120<sup>th</sup> Street Sidewalk.</u> DISTRICT shall construct the S 120<sup>th</sup> Street Sidewalk in conjunction with the improvement of S 120<sup>th</sup> Street as part of Phase 1.

- (4) <u>S 126<sup>th</sup> Street Trail.</u>
  - i. <u>Northern Boundary to S 125<sup>th</sup> Street</u>. DISTRICT shall construct that part of the S 126<sup>th</sup> Street Trail from the northern boundary of the Development Area to S 125<sup>th</sup> Street and the receiving trail segment on the south side of the intersection of S 125<sup>th</sup> Street and S 126<sup>th</sup> Street in conjunction with the improvement of S 126<sup>th</sup> Street as part of the Public Improvements for Phase 1.
  - ii. <u>S 125<sup>th</sup> Street to Schram Road</u>. DISTRICT shall construct that part of the S 126<sup>th</sup> Street Trail south of S 125<sup>th</sup> Street to Schram Road at such time that S 126<sup>th</sup> Street is improved from S 125<sup>th</sup> Street to Schram Road.
- (5) <u>Schram Road Trail</u>. DISTRICT shall construct the Schram Road Trail from S 120<sup>th</sup> Street to S 126<sup>th</sup> Street in conjunction with the improvement of Schram Road from S 124<sup>th</sup> Street to S 126<sup>th</sup> Street.
- X. <u>Wastewater Service Agreement Exhibits</u>. DEVELOPER shall be responsible for providing all exhibits required for the amendment to CITY's Wastewater Sewer Agreement with the City of Omaha as requested by CITY.

# Section 11 Outlots in Private Ownership

- A. <u>Maintenance of Outlots</u>. DEVELOPER shall be responsible for maintaining any outlot(s) within the Development Area, forming an association to maintain said outlot(s) (the "Ashbury Hills Homeowners Association"), or transferring ownership of said outlot(s) to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership.
- B. <u>Prohibition Against Construction and Transfer of Title to Outlots</u>. No building(s) shall be constructed on any outlot(s) within the Development Area. If DEVELOPER retains ownership of any outlot within the Development Area, DEVELOPER shall provide written notice to the transferee of the forgoing restriction which prohibits the construction of any buildings on any outlots within the Development Area at least sixty (60) days prior to closing on the sale, donation, or other transfer of said outlot(s) to any entity other than the Ashbury Hills Homeowners Association. Further, DEVELOPER shall provide CITY with notice of such intended transfer and a copy of the written notice that DEVELOPER provided to the transferee that no buildings can be constructed on said outlot.
- C. <u>Property Taxes</u>. DEVELOPER shall pay all property taxes due for any outlot(s) owned by DEVELOPER, and DISTRICT shall pay all property taxes due for any outlot(s) owned by DISTRICT, in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale.
- D. <u>Ownership Transfer Prior to Annexation</u>. Ownership of Outlots A H and all easement rights owned by DEVELOPER and DISTRICT within the Development Area, shall either be maintained by DEVELOPER or transferred to the Ashbury Hills Homeowners Association prior to annexation by CITY.

## Section 12 Phasing of Public Improvements

- A. <u>Phasing</u>. CITY, DEVELOPER, and DISTRICT acknowledge that it is anticipated that Ashbury Hills will be final platted in phases as shown on the phasing plan attached as Exhibit J ("Phase 1", "Phase 2", and "Phase 3" respectively). The Public Improvements associated with each phase shall be installed within one (1) year of the date that the Final Plat that corresponds with each phase is recorded with the Sarpy County Register of Deeds, with the exception of those improvements identified in Section 10 that are to be deferred until a future phase. In the event that Phase 2 and Phase 3 are not platted as contemplated and are developed by an entity other than DEVELOPER, DEVELOPER and DISTRICT, as applicable, shall cause the financing and construction of the Public Improvements associated with Phase 1 that are being deferred to the future phases immediately and prior to the development of such other Phase(s) by such other entity, unless Phase 2 and Phase 3 are to be annexed into the corporate limits of DISTRICT, in which case the timing of the installation of all such Public Improvements shall be installed in accordance with this Agreement.
- B. <u>Annexation of Subsequent Phases</u>. DEVELOPER and DISTRICT agree that the subsequent phases of Ashbury Hills shall be annexed or otherwise added into DISTRICT's boundary at such time that DEVELOPER requests approval for the final plat(s) for such phases.
- C. Dedication of Right-of-Way Prior to Final Plat.
  - (1) <u>S 126<sup>th</sup> Street</u>. Upon request of CITY or any other governmental agency with jurisdiction over S 126<sup>th</sup> Street, DEVELOPER shall immediately dedicate, in a form to be approved by CITY and at no cost to CITY or such governmental agency, the width of right-of-way for S 126<sup>th</sup> Street as depicted on Exhibit I.
  - (2) <u>Gold Coast Road</u>. Upon request of CITY or any other governmental agency with jurisdiction over Gold Coast Road, DEVELOPER shall immediately dedicate, in a form to be approved by CITY and at no cost to CITY or such governmental agency, the width of right-of-way for Gold Coast Road as depicted on Exhibit I.
  - (3) <u>Schram Road</u>. Upon request of CITY or any other governmental agency with jurisdiction over Schram Road, DEVELOPER shall immediately dedicate, in a form to be approved by CITY and at no cost to CITY or such governmental agency, the width of right-of-way for Schram Road as depicted on Exhibit I.

## Section 13 Mixed Use District

A. <u>Mixed Use District</u>. The Parties acknowledge that a portion of the Development Area (the "Ashbury Hills Mixed Use District") as depicted within the mixed use development plan attached as Exhibit K (the "Ashbury Hills Mixed Use Development Plan") shall be rezoned from AG Agricultural to MU Mixed Use pursuant to the provisions of Ordinance No. 1828.

## B. <u>Rezoning</u>.

- <u>Phase 1</u>. Lot 166 and Outlot D of the Development Area identified by the Final Plat shall be rezoned from AG Agricultural to MU Mixed Use subject to the provisions of Ordinance No. 1828 upon City Council approval of the corresponding: (1) Final Plat for Phase 1 and (2) the Ashbury Hills Mixed Use Development Agreement.
- (2) <u>Future Phases</u>. Future phases of the Development Area as depicted within the Ashbury Hills Mixed Use Development Plan attached as Exhibit K shall be rezoned from AG Agricultural to MU Mixed Use in subsequent phases subject to the provisions of Ordinance No. 1828 upon City Council approval of: the corresponding: (1) Final Plat for that particular phase and (2) major amendment to the Ashbury Hills Mixed Use Development Agreement to incorporate such phase.
- C. <u>Permitted Uses</u>. The Ashbury Hills Mixed Use District shall be developed in accordance with the Ashbury Hills Permitted Uses List ("Permitted Uses List") attached as Exhibit L. In the event the Permitted Uses List is amended by a subsequent amendment to the approved Ashbury Hills Mixed Use Development Agreement, then the most recent version of the Permitted Uses List approved by City Council shall be deemed controlling for the purposes of this Agreement and it shall be incorporated into this Agreement by this reference, thereby superseding the version attached as Exhibit L. Accordingly, it shall not be necessary to amend this Agreement every time the Mixed Use Development Agreement Permitted Uses List is modified or amended in the future.
- D. Outlot K.
  - (1) <u>Residential Development Anticipated</u>. DEVELOPER and CITY acknowledge that Outlot K, as identified in the Preliminary Plat, is anticipated to be replatted for residential development as depicted on the Ashbury Hills Mixed Use Development Plan. DEVELOPER and CITY agree that Outlot K, as identified in the Preliminary Plat, shall not be replatted for residential development until such time that CITY receives and approves the necessary platting and rezoning application to plat and rezone Lot 1, Samson Addition to cause a public street to be dedicated to connect from S 120<sup>th</sup> Street to S 124<sup>th</sup> Street ("Future Outlot K Street").
  - (2) Notice Required to Transferee. In the event that DEVELOPER wishes to sell, donate, or transfer ownership of Outlot K, as identified in the Preliminary Plat, prior to the redevelopment of Lot 1 Samson Addition and dedication of Future Outlot K Street pursuant to Section 13(D)(1), DEVELOPER shall provide written notice to the transferee of the forgoing restrictions for such Outlot as identified in Sections 13(D)(1) at least sixty (60) days prior to closing on the sale, donation, or other transfer of said outlot to any entity. Further, DEVELOPER shall provide CITY with notice of such intended transfer and a copy of the written notice that DEVELOPER provided to the transferee of the restrictions applicable to said outlot.
# Section 14 Annexation

- A. <u>Annexation Notice</u>. 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, DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget or in the case of a bona fide emergency to prevent injury or damages, without first obtaining permission from CITY, which permission may only be granted by a majority vote of those members elected or appointed to City Council.
- B. <u>Property Owners Association</u>. DEVELOPER shall cause the formation of the Ashbury Hills Homeowners Association prior to the annexation of DISTRICT by CITY, regardless of whether such annexation is a complete annexation or a partial annexation, unless such requirement is waived by the City Administrator.
- C. <u>Obligations upon Annexation</u>. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:
  - (1) Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written accounting in the case of a partial annexation of the Development Area;
  - (2) Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property, and property rights of every kind, as well as contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
  - (3) Within ninety (90) days, DISTRICT shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
  - (4) That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements, as authorized in Section 4, and thereby succeed to said DISTRICT's power to levy special assessments, CITY shall levy the same;
  - (5) CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
  - (6) CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
  - (7) The laws, ordinances, powers, and government of CITY shall extend over the Development Area so annexed.

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

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

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

E. <u>No Limitation on CITY's Annexation Authority</u>. The provisions contained herein shall not be construed as creating any limitations on CITY's annexation authority, but rather as obligations assumed by DEVELOPER or DISTRICT, as provided, that must be accomplished by the deadlines indicated herein, by law, or by other applicable regulation.

# Section 15 Miscellaneous Provisions

- A. <u>Incorporation of Recitals</u>. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. <u>Termination of Agreement</u>. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 15(M) in the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns.
- C. <u>Agreement Binding</u>. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit A. Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- D. <u>Non-Discrimination</u>. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws,

rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

- E. <u>Governing Law</u>. The Parties to this Agreement shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- F. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska or the U.S. District County located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.
- G. <u>Related Contract(s) Voidable</u>. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. <u>No Waiver of Regulations</u>. 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 other Ordinances.
- I. <u>No Continuing Waivers</u>. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- J. Indemnity. DEVELOPER and DISTRICT shall defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, lack of performance, or subdivision layout and design by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:
  - (1) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries

of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by DEVELOPER's or DISTRICT's breach, default, or failure to perform or properly perform any of DEVELOPER's or DISTRICT's obligations required by any warranty, representation, obligation, or responsibility arising out of state, federal, or local law, or from any provision of this Agreement;

- (2) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's respective employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;
- (3) Any injury, loss, or damage to any person occurring while said individual is on any premises within the Development Area;
- (4) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right(s)-of-way or easements, by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents pursuant to Neb. Rev. Stat. § 31-736 or any other grant of authority.
- K. <u>Assignment</u>. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY's sole discretion.
- L. <u>Entire Agreement</u>. This Agreement and all exhibits and documents attached hereto or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- M. <u>Modification by Agreement</u>. This Agreement may be modified or amended only by a written agreement executed by all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY.

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

(1) For DEVELOPER:	Ashbury Hills Development, LLC 12040 McDermott Plaza, Suite. 200 La Vista, NE 68128 Attn: Peter Katt
	SBS Kapital, LLC 2045 S Folsom, Suite A Lincoln, NE 68552 Attn: Peter Katt
	One-Two-Six Schram, LLC P.O. Box 555 Beatrice, NE 68310 Attn: Geoff McGregor
(2) For DISTRICT:	Sanitary and Improvement District No. 340 of Sarpy County, Nebraska c/o FULLENKAMP, DOYLE, & JOBEUN 11440 West Center Road, Suite C Omaha, NE 68144 Attn: Larry Jobeun
(3) For CITY:	City Clerk City of Papillion 122 East Third Street Papillion, NE 68046

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

- O. <u>Headings</u>. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- P. <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- Q. <u>Severability</u>. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

ATTEST:

Nicole L. Brown, City Clerk

CITY SEAL



By-

David P. Black, Mayor



# SANITARY AND IMPROVEMENT DISTRICT NO. 340 OF SARPY COUNTY, NEBRASKA

1) Tatt By\_ Peter Katt, Chairman

STATE OF NEBRASKA ) ) ss. COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came Peter Katt, Chairman of Sanitary and Improvement District No. 340 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such District.

Witness my hand and Notarial	Seal this <u>iu</u> day of <u>Muy</u> , 2019.
State of Nebraska – General Notary CHRISTIE K GROEBLI My Commission Expires January 1, 2021	Chutic K Condition

ASHBURY HILLS DEVELOPMENT, LLC, a Nebraska limited liability corporation

Lette W. Fatt By\_\_\_

STATE OF NEBRASKA ) ) SS. COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came Peter Katt, Member, of Ashbury Hills 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 such person's voluntary act and deed on behalf of such company.

Witness my hand and Notarial Seal this <u>W</u> day of <u>Muy</u>, 2019. State of Nebraska - General Notary CHRISTIE K GROEBLI My Commission Expires Notary Public

My Commission Expires January 1, 2021

SBS KAPITAL, LLC, a Nebraska limited liability company,

Ew. Tatt By Peter Katt, Member

STATE OF NEBRASKA ) ) SS. COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came Peter Katt, Member, of SBS Kapital, 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 such person's voluntary act and deed on behalf of such company.

My Commission Expires January 1, 2021

Witness my hand and Notarial Seal this <u>Use</u> day of <u>May</u>, 2019. State of Nebraska - General Notary CHRISTIE K GROEBLI My Commission Expires

ONE-TWO-SIX SCHRAM, LLC, a Nebraska limited liability company,

By: Geoff McGfegor, Member

STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Geoff McGregor, Member, of One-Two-Six Schram, 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 such person's voluntary act and deed on behalf of such company.

Witness my hand and Notarial Seal this 14th day	y of <b>r</b>	<u>Nay</u> , 201	.9.
A GENERAL NOTARY-State of Nebraska	R	6	

BRIANNA M. JOHNSON My Comm. Exp. March 2, 2021

Notary Public

# SUBDIVISION AGREEMENT TABLE OF CONTENTS

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# RECITALS

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- 12 Phasing of Public Improvements
- 13 Mixed Use District
- 14 Annexation
- 15 Miscellaneous Provisions

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- D Paving and Storm Sewer
- E Sanitary Sewer and Water
- F Sediment and Erosion Control
- G Sidewalks and Trails
- H Source and Use of Funds
- I Off-Site Right-of-Way
- J Phasing Plan
- K Mixed Use Development Plan
- L Permitted Uses List

## Exhibit A Legal Description

# Phase 1 Lots 1 thru 166, Inclusive & Outlots "A" thru "H", Inclusive, Ashbury Hills

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE SE1/4, PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4, ALL LOCATED IN SECTION 31, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 31; THENCE S02°40'59"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 31, A DISTANCE OF 2.648.87 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31: THENCE S87°15'46"W ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 31, A DISTANCE OF 661.50 FEET TO THE SOUTHEAST CORNER OF LOT 1. SAMSON ADDITION, A SUBDIVISION LOCATED IN PART OF SAID SE1/4 OF SECTION 31: THENCE N02°39'04"W ALONG THE EAST LINE OF SAID LOT 1. SAMSON ADDITION, A DISTANCE OF 50.00' FEET; THENCE N87°15'46"E, A DISTANCE OF 468.99 FEET: THENCE N02°23'54"W, A DISTANCE OF 162.48 FEET; THENCE N87°19'01"E, A DISTANCE OF 138.17 FEET; THENCE S47°40'59"E, A DISTANCE OF 12.02 FEET; THENCE N02°40'59"W, A DISTANCE OF 167.16 FEET: THENCE S87°15'26"W ALONG THE NORTH LINE OF SAID LOT 1, SAMSON ADDITION, A DISTANCE OF 1091.22 FEET; THENCE N02°44'34"W, A DISTANCE OF 20.00 FEET; THENCE N42°44'15"E. A DISTANCE OF 584.22 FEET: THENCE N46°29'28"W, A DISTANCE OF 124.41 FEET; THENCE S43°30'32"W, A DISTANCE OF 9.14 FEET; THENCE N46°29'28"W, A DISTANCE OF 176.50 FEET: THENCE N41°53'49"E. A DISTANCE OF 112.99 FEET: THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 235.79 FEET, A DISTANCE OF 15.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N13°43'06"W. A DISTANCE OF 15.21 FEET: THENCE N11°52'14"W. A DISTANCE OF 74.71 FEET; THENCE N56°52'14"W. A DISTANCE OF 12.02 FEET; THENCE N11°52'14"W, A DISTANCE OF 50.00 FEET; THENCE N33°07'46"E, A DISTANCE OF 12.02 FEET; THENCE N11°52'14"W, A DISTANCE OF 108.04 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A DISTANCE OF 28.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N14°48'53"W, A DISTANCE OF 28.25 FEET; THENCE N17°45'31"W, A DISTANCE OF 43.81 FEET; THENCE S50°33'42"W, A DISTANCE OF 73.73 FEET; THENCE S47°02'13"W. A DISTANCE OF 73.58 FEET; THENCE S41°51'30"W, A DISTANCE OF 777.69 FEET: THENCE S48°06'11"E, A DISTANCE OF 111.52 FEET; THENCE N86°53'49"E, A DISTANCE OF 12.02 FEET; THENCE S48°06'11"E, A DISTANCE OF 50.00 FEET; THENCE S03°06'11"E, A DISTANCE OF 12.02 FEET: THENCE S48°06'11"E, A DISTANCE OF 228.16 FEET; THENCE N86°53'49"E, A DISTANCE OF 12.02 FEET; THENCE S48°06'11"E, A DISTANCE OF 50.00 FEET; THENCE S41°53'49"W, A DISTANCE OF 103.73 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 105.00 FEET, A DISTANCE OF 15.96 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S37°32'37"W. A DISTANCE OF 15.94 FEET; THENCE S02°44'30"E ALONG THE WEST LINE OF SAID LOT 1, SAMSON ADDITION, A DISTANCE OF 371.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAMSON ADDITION, SAID POINT ALSO BEING ON SAID SOUTH LINE OF SE1/4 OF SECTION 31; THENCE S87°15'46"W ALONG SAID SOUTH LINE OF SE1/4 OF SECTION 31, A DISTANCE OF 1,065.33 FEET; THENCE N02°44'14"W, A DISTANCE OF 766.51 FEET; THENCE N41°53'49"E, A DISTANCE OF 88.38 FEET; THENCE S48°06'11"E, A DISTANCE OF 971.93 FEET; THENCE N41°53'49"E, A DISTANCE OF 180.00 FEET; THENCE S48°06'11"E, A

DISTANCE OF 33.69 FEET: THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 90.01 FEET, A DISTANCE OF 70.12 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S70°25'13"E, A DISTANCE OF 68.36 FEET; THENCE N87°15'46"E, A DISTANCE OF 19.42 FEET; THENCE N42°15'46"E, A DISTANCE OF 12.02 FEET; THENCE N02°44'14"W, A DISTANCE OF 76.22 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 155.00 FEET, A DISTANCE OF 31.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N03°00'12"E, A DISTANCE OF 31.01 FEET; THENCE N48°06'11"W, A DISTANCE OF 577.83 FEET; THENCE N41°53'49"E, A DISTANCE OF 130.00 FEET; THENCE N48°06'11"W, A DISTANCE OF 41.62 FEET; THENCE N41°53'49"E, A DISTANCE OF 50.00 FEET; THENCE N86°53'49"E, A DISTANCE OF 12.02 FEET; THENCE N41°53'49"E, A DISTANCE OF 118.02 FEET; THENCE N49°15'59"W, A DISTANCE OF 154.51 FEET; THENCE N45°34'25"W, A DISTANCE OF 74.55 FEET; THENCE N11°18'29"W, A DISTANCE OF 50.59 FEET; THENCE N03°59'42"W, A DISTANCE OF 74.49 FEET; THENCE N02°54'03"W, A DISTANCE OF 577.82 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A DISTANCE OF 12.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S72°09'06"W, A DISTANCE OF 12.64 FEET; THENCE N19°09'53"W, A DISTANCE OF 50.00 FEET; THENCE N29°09'54"E, A DISTANCE OF 12.55 FEET; THENCE N13°15'17"W, A DISTANCE OF 129.63 FEET; THENCE N60°35'28"W, A DISTANCE OF 11.52 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 365.00 FEET, A DISTANCE OF 26.75 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S69°18'21"W, A DISTANCE OF 26.75 FEET; THENCE S67°12'22"W, A DISTANCE OF 308.65 FEET; THENCE N22°47'38"W, A DISTANCE OF 70.00 FEET; THENCE S67°12'22"W, A DISTANCE OF 31.13 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 365.00 FEET, A DISTANCE OF 126.76 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S77°09'18"W, A DISTANCE OF 126.12 FEET; THENCE S87°06'15"W, A DISTANCE OF 282.62 FEET; THENCE N47°53'45"W. A DISTANCE OF 12.02 FEET: THENCE N02°53'45"W. A DISTANCE OF 77.81 FEET: THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 270.00 FEET, A DISTANCE OF 219.87 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N20°25'58"E, A DISTANCE OF 213.84 FEET; THENCE N43°45'41"E, A DISTANCE OF 240.53 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A DISTANCE OF 99.17 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N35°09'09"E, A DISTANCE OF 98.79 FEET: THENCE N63°33'56"W. A DISTANCE OF 60.00 FEET: THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 270.00 FEET, A DISTANCE OF 81.02 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S35°09'53"W. A DISTANCE OF 80.72 FEET; THENCE S43°45'41"W, A DISTANCE OF 240.53 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A DISTANCE OF 126.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S32°44'34"W, A DISTANCE OF 126.14 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4 OF SECTION 31; THENCE N02°53'45"W ALONG SAID WEST LINE OF THE SE1/4 OF SECTION 31, A DISTANCE OF 465.99 FEET TO THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 31; THENCE N87°14'27"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 31, A DISTANCE OF 2,653.32 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4,626,720 SQUARE FEET OR 106.215 ACRES, MORE OR LESS.



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EXHIBIT - H
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68,894 SF Storage

0 EQ Units

8 Outlots

# SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : DEVELOPER: AREA (ACRES): JURISDICTION: DATE: ESTIMATED BY: PROJECT NO.:

ASHBURY HILLS SAMSON 106.215 PAPILLION 05/08/19 ZETTERMAN P2017.258.001

SINGLE FAMILY (Lg)	47	UNITS
SINGLE FAMILY (Mid)	46	UNITS
SINGLE FAMILY (Sml)	71	UNITS
MISSING MIDDLE RES	0.000	AC
DUPLEXES / VILLAS	0	UNITS
CLUBHOUSE	0	UNITS
COMMERCIAL	8.806	AC
SCHOOL	10.435	AC
SPORTS FIELD	0.00	AC
OUTLOTS	9.64	AC

ASHBURY HILLS PHASE 1 - SINGLE FAMILY, SCHOOL AND COMMERCIAL								
ITEM	CONSTRCT.	TOTAL	BY OTHERS OR SARPY CO	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB	FUTURE GEN. OBL.	
SANITARY SEWER (INTERIOR)	\$ 1,034,370	\$ 1,427,440		\$ 1,427,440				
PAVING (INTERIOR)	\$ 1,452,220	\$ 2,004,070		\$ 1,430,960		\$ 573,110		
PAVING (GOLD COAST ROAD)	\$ 413,550	\$ 570,700		\$ 227,380		\$ 343,320		
PAVING (120TH STREET)	\$ 818,410	\$ 1,129,900	\$ 55,210		\$ 59,390	\$ 1,015,300		
PAVING (126TH STREET)	\$ 34,720	\$ 47,920				\$ 47,920		
PAVING (SCHRAM ROAD - SECTION 3 - 120TH TO $124$ TH) <sup>8</sup>	\$ 482,748	\$ 683,920	\$ 256,226			\$ 427,694		
PAVING (SCHRAM ROAD - SECTION 4 - 124TH TO 126TH) <sup>9</sup>	\$ 458,839	\$ 645,010	\$ 645,010					
PAVING (FUTURE SIGNALIZATION S 120TH AND SCHRAM)	\$ 220,000	\$ 308,000	\$ 231,000				\$ 77,000	
WATER (INTERIOR)	\$ 958,260	\$ 1,322,400		\$ 1,278,300		\$ 44,100		
WATER (EXTERIOR)	\$ 289,110	\$ 399,000		\$ 131,320	\$ 173,880	\$ 93,800		
CAPITAL FACILITIES CHARGES	\$ 596,500	\$ 685,980		\$ 342,990		\$ 342,990		
UNDERGROUND ELECTRICAL	\$ 221,400	\$ 383,180		\$ 383,180		\$ -		
STORM SEWER	\$ 1,004,050	\$ 1,385,590		\$-		\$ 1,385,590		
PARK CONTRIBUTION (PHASES 2 & 3)	\$-	\$ -						
REGIONAL PARK AND TRAIL CONTRIBUTION	\$ 100,000	\$ 120,000					\$ 120,000	
1% REVIEW FEE	\$ 69,463	\$ 83,355		\$ 41,678		\$ 41,678		
ELEMENTARY SCHOOL IN LIEU OF PAYMENTS	\$ -	\$ -	\$-	\$ (150,000)		\$ (1,100,000)		
TOTALS	\$ 8,153,639	\$ 11,196,465	\$ 1,187,446	\$ 5,113,248	\$ 233,270	\$ 3,215,502	\$ 197,000	

ZONING:

SPECIALS SINGLE FAMILY PER UNIT

31.178

\$

		01	LOIALD DINO				
VALUATION:	SINGLE FAMILY (Lg)		47 Ui	nits @	\$ 550,000.00	=	\$25,850,000
	SINGLE FAMILY (Mid)		46 Ui	nits @	\$ 400,000.00	=	\$18,400,000
	SINGLE FAMILY (Sml)		71 Ui	nits @	\$ 310,000.00	=	\$22,010,000
	MISSING MIDDLE RES		0 E0	Q Units @	\$ 175,000.00	=	\$0
	CLUBHOUSE		0 Ui	nits @	\$ 150,000.00	=	\$0
	DUPLEXES / VILLAS		0 Ui	nits @	\$ 200,000.00	=	\$0
	COMMERCIAL		68,894 S.	F. @	\$ 30.00	=	\$2,066,820
	School Equivalent		0 E0	Q Units @	\$ 310,000.00	=	\$0
						TOTAL	\$68,326,820
G.O. DEBT RA	TIO (95% VALUATION) =	\$	3,215,502	1	\$ 64,910,479	=	4.95%

1) 120th Street cost share based upon County contributing 1/3 of construction cost with the future Ashbury Creek 2 (in the G.O. Reimbursable column) contributing 1/2 of the remaining cost for the portion of the project adjacent to their property line other than specifically paying for the 5' sidewalk on the east side and Ashbury Hills paying for the west side. All additional cost is through Ashbury Hills. County contribution matches that for Ashbury Farm to the north.

2) School contribution to G.O. and Special Assessments will be based upon equivalent lot count value

3) Paving of Schram Road is for a 2-lane road (north and center lanes) with a future third lane to be financed by a future development to the south. Phase 1 paving of Schram Road shall run from S 120th Street to S 124th Street. The portion of Schram Road adjacent to Phase 1 from S 124th Street to S 126th Street shall be constructed with Phase 3

4) Future signalization at S 120th Street and Schram Road to be constructed in the future with Ashbury Hills as the lead agent with reimbursement from adjacent developments

5) Regional park and trail contribution is for a future regional system around Hwy 370.

6) Park contribution to be used for amenities within the adjoining Ashbury Creek Park and has been included with Phases 2 & 3

7) Updated Phase 1 quantities for sanitary sewer based upon completed resolution of necessity

8) Schram Road to be graded and paved from S 114th Street to at least S 126th Street with Phase 1 of Ashbury Hills. The project is broken up into 5 sections with Sections 3 & 4 abutting Ashbury Hills. Sarpy County pays for 50% of the 2-lane paving section and 2/3 of the grading, carrying the property to the south's 1/3 portion of the grading.

9) Section 4 - S 124th to S 126th to be constructed with Phase 1 and with Sarpy County carrying the entire 2-lane road improvement. Ashbury Hills to reimburse its portion with Phase 3

#### **REVISION LOG:**

12/17/2017 Revised to account for revised preliminary plat, phasing plan and City comments.

2/2/2018 Revised to account for City comments and changes to the phase lines

6/11/2018 Revised for updated layout with school lot

11/15/2018 Revised for updated layout, phase lines and City of Papillion comments

12/20/2018 Revised for phasing change and City comments

1/2/2019 Revised to include in lieu of valuation payment to specials and general obligation costs from the proposed PLV elementary school, corrected duplex lot count

1/13/2019 Small adjustment to Phase 1 / 2 sanitary sewer due to phasing, update to curb ramps in Phase 1, add'l hydrants in Phase 1

3/1/2019 Revisions made per City of Papillion Final Plat review and recommendations to the City Council for the Preliminary Plat.

4/12/2019 Corrected overlapping text

4/15/2019 Updated Schram Road costs per interlocal discussions with Sarpy County. Updated G.O. paving per subdivision agreement. Added in PCSMP basin outlot purchase.

PROJECT:	SANITARY SEWER (INTERIOR)									
		APPROX.			UNIT					
NO.	ITEM	QUANTITY	UNIT		PRICE		COST			
1	8 INCH SANITARY SEWER PIPE	10,370	L.F.	\$	32.00	\$	331,840			
2	8 INCH SANITARY SEWER PIPE OVERDEPTH	2.340	L.F.	\$	40.00		93,60			
3	6 INCH SANITARY SEWER PIPE 165 Lots	5,115	L.F.	\$	31.00	\$	158,56			
4	SERVICE LINE RISERS	180	V.F.	\$	185.00	\$	33,300			
5	54 IN. I.D. SANITARY MANHOLE (61)	860	V.F.	\$	405.00	\$	348,300			
6	DROP MANHOLE CONNECTION	20	V.F.	\$	215.00	\$	4,300			
7	CRUSHED ROCK BEDDING	250	TON	\$	35.00	\$	8,750.00			
8	PLUG SANITARY SEWER STUB	9	EA	\$	250.00	\$	2,250.00			
9	CONSTRUCT CONCRETE RING RETAINER	2	EA	\$	450.00	\$	900.0			
10	CONNECT TO EXISTING SANITARY SEWER	1	EA	\$	300.00	\$	300.00			
11	TAP EXISTING SANITARY SEWER	2	EA	\$	1,500.00	\$	3,000.00			
	MISCELLANEOUS (+5%)	1	L.S.	+	5%	\$	49,256.00			
				+						
	TOTAL ESTIMATED CO	TOTAL ESTIMATED CONSTRUCTION COST:								

#### 1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%)

1) TOTAL DISTRICT COST W/ SOFT COSTS @	(38%)	\$1,427,440			 
2) G.O. COSTS				 	 
TOTAL		\$0.00			
3) MULTI-FAMILY SPECIALS					 
8 INCH SANITARY SEWER PIPE		0	LF	\$ -	
54 IN. I.D. SANITARY MANHOLE	(4)	0	V.F.	\$ -	
CRUSHED ROCK BEDDING		0	TON	\$ -	
TOTAL				\$0.00	

PROJ		

#### PAVING (INTERIOR RESIDENTIAL)

		APPROX.		UNIT				
NO.	ITEM	QUANTITY	UNIT	PRICE		COST		
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	30,800	S.Y.	\$ 36.00	\$	1,108,800		
2	EARTHWORK SUBGRADE PREP - ROADS	10,267	C.Y.	\$ 3.10	\$	31,827		
3	5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	3,570	SF	\$ 3.20	\$	11,424		
4	ADJUST MANHOLE TO GRADE	58	EA	\$ 285.00	\$	16,530		
5	SINGLE CURB RAMPS 30 Intersections	114	EA	\$ 350.00	\$	39,900		
6	MARKINGS FOR PEDESTRIAN CROSSINGS	900	LF	\$ 10.00	\$	9,000		
7	STOP BARS	260	LF	\$ 5.00	\$	1,300		
8	CURB RAMP INSERTS(2'X4')	912	SF	\$ 25.00	\$	22,800		
9	STREET SIGNS	28	EA	\$ 635.00	\$	17,780		
10	TRAFFIC CONTROL SIGNS	60	EA	\$ 635.00	\$	38,100		
11	SEDIMENT BASIN MAINTENANCE	4	LS	\$ 21,400.00	\$	85,600		
	MISCELLANEOUS (+5%)	1	L.S.	5%	\$	69,154.00		
	TOTAL ESTIMATED CONSTRUCT	TON COST:			\$	1,452,220		

NOTES:

1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%)	\$ 2,004,070				
2) G.O. ITEMS					
7" PAVING(INTERSECTIONS)	3,630	SY	\$ 189,355		
7" PAVING(OVERWIDTH)	0	SY	\$ -		
7" PAVING(OUTLOT FRONTAGE)	950	SY	\$ 49,556		
5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	3,570	SF	\$ 16,553		
EARTHWORK	1,527	CY	\$ 6,858		
MARKINGS FOR PEDESTRIAN CROSSINGS	900	LF	\$ 13,041		
STOP BARS	260	LF	\$ 1,884		
SINGLE CURB RAMPS	114	EACH	\$ 57,815		
CURB RAMP INSERTS(2'X4')	912	SF	\$ 33,037		
STREET SIGNS	28	EACH	\$ 25,763		
TRAFFIC CONTROL SIGNS	60	EACH	\$ 55,207		
SEDIMENT BASIN MAINTENANCE	4	LS	\$ 124,034	~	
G.O. TOTAL	 		\$ 573,110		

PROJECT:	PAVING (GOLD COAST)						
[		APPROX.			JNIT	<u> </u>	
NO.	ITEM	QUANTITY	UNIT	P	RICE		COST
1	8" P.C. CONCRETE PAVEMENT W/ INT. CURB (VARYING WIDTH)	8,625	S.Y.	\$	40.00	\$	345,000
2	EARTHWORK SUBGRADE PREP - ROADS	2,875	C.Y.	\$	3.10	\$	8,913
3	5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	4,120	SF	\$	4.00	\$	16,480
4	ADJUST MANHOLE TO GRADE	3	EA	\$	285.00	\$	855
5	SINGLE CURB RAMPS	32	EA	\$	350.00	\$	11,200
6	MARKINGS FOR PEDESTRIAN CROSSINGS	180	LF	\$	10.00	\$	1,800
7	STOP BARS	0	LF	\$	5.00	\$	-
8	CURB RAMP INSERTS(2'X4')	384	SF	\$	25.00	\$	9,600
9	STREET SIGNS	0	EA	\$	405.00	\$	-
10	TRAFFIC CONTROL SIGNS	0	EA	\$	250.00	\$	-
	MISCELLANEOUS (+5%)	1	L.S.	-	5%	\$	19,693.00
	TOTAL ESTIMATED CONSTRU	CTION COST:		_		\$	413,550

1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%)	\$ 570,700				
2) G.O. ITEMS					
8" PAVING(INTERSECTIONS)	2,156	SY	\$	124,962	
8" PAVING(OVERWIDTH)	1,910	SY	\$	110,704	
8" PAVING(OUTLOT FRONTAGE)	345	SY	\$	19,996	
DIFFERENCE 7" COST TO 8" COST	4,214	SY	\$	24,424 DIFFERENCE = \$	4.00
5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	4,120	SF	\$	23,880	
EARTHWORK	1,470	CY	\$	6,605	
MARKINGS FOR PEDESTRIAN CROSSINGS	180	LF	\$	2,608	
STOP BARS	0	LF	\$	-	
SINGLE CURB RAMPS	32	EACH	\$	16,229	
CURB RAMP INSERTS(2'X4')	384	SF	\$	13,910	
STREET SIGNS	0	EACH	\$	-	
TRAFFIC CONTROL SIGNS	 0	EACH	\$	•	
G.O. TOTAL			s	343.320	

PROJECT:	PAVING (120TH STREET)						
		APPROX.		T	UNIT		
NO.	ITEM	QUANTITY	UNIT		PRICE		COST
1	ROW ACQUISITION (NORTH OF SCHRAM)	0	AC	\$	35,000.00	\$	
2	TRAFFIC CONTROL - BARRICADING (AT SCHRAM)	1	LS	\$	7,000.00	\$	7,000.0
3	9" P.C. CONCRETE PAVEMENT (16' LANES, 16' MEDIAN, INTEGRAL CURB)	12,200	SY	\$	45.00	\$	549,000.0
4	SUBGRADE PREPARATION	4,067	CY	\$	3.10	\$	12,606.6
5	IMPRINTED COLORED CONCRETE (ROUNDABOUT DRIVE OVER RING)	721	SY	\$	55.00	\$	39,640.9
6	ADJUST MANHOLE TO GRADE	9	EA	\$	285.00	\$	2,565.0
7	DRILL & GROUT #5 X 18" TIE BARS, 48" O.C. (AT SCHRAM IF IN PLACE FIRST)	30	EA	\$	25.00	\$	750.0
8	5" SIDEWALK	13,535	SF	\$	3.20	\$	43,312.0
9	6" TRAIL	29,115	SF	\$	4.00	\$	116,460.0
10	SINGLE CURB RAMPS	8	EA	\$	350.00	\$	2,800.0
11	CURB RAMP INSERTS (2'X4')	72	SF	\$	25.00	\$	1,800.0
12	ROUNDABOUT PAVEMENT MARKINGS AND TRAFFIC SIGNS	1	LS	\$	3,500.00	\$	3,500.0
	MISCELLANEOUS (+5%)	1	L.S.		5%	\$	38,972.0
	TOTAL ESTIMATED CONSTRUC	CTION COST				s	818,41

490
320
170
900
510
~ ~ ~

SARPY COUNTY PARTICIPATION - 1/3 OF CONSTRUCTION COST + ENGINEERING FEES DEVELOPMENT (EAST & WEST PORTION) \$ 50,000 \$ 1,079,900 3) COST SHARING

4) EAST PROPERTY SHARE, 1/2 OF NON-COUNTY PROJECT FROM CROSSING SOUTH

TRAFFIC CONTROL - BARRICADING (AT SCHRAM)	1	LS	\$ 10,147						
9" P.C. CONCRETE PAVEMENT (16' LANES, 16' MEDIAN, INTEGRAL CURB)	1,995	SY	\$ 130,141						
SUBGRADE PREPARATION	665	CY	\$ 2,988						
DRILL & GROUT #5 X 18" TIE BARS, 48" O.C. (AT SCHRAM IF IN PLACE FIRST)	30	EA	\$ 1,087						
5" SIDEWALK	3,020	SF	\$ 14,009						
6" TRAIL	5,820	SF	\$ 33,747						
SINGLE CURB RAMPS	2	SY	\$ 1,015	CONST	TRUCT	TOTA	L COST	COL	JNTY
CURB RAMP INSERTS (2'X4')	16	SY	\$ 580	\$	140,377	\$	193,720	\$	55,210.00
ASURI RY HILLS PARTICIPATION						\$	79 130		

ASHBURY HILLS PARTICIPATION EAST PROPERTY CONTRIBUTION

\$ 79,130 \$ 59,390 \$ 193,730.00

PROJECT:	PAVING (126TH STREET)					
	1	APPROX.		1	UNIT	 
NO.	ITEM	QUANTITY	UNIT		PRICE	COST
1	ROW ACQUISITION (DEDICATION FROM DEVELOPMENT TO THE WEST)	0	AC	\$	35,000.00	\$
2	8" P.C. CONCRETE PAVEMENT W/ INT. CURB	524	SY	\$	40.00	\$ 20,960.0
3	EARTHWORK SUBGRADE PREP	175	CY	\$	3.10	\$ 541.4
4	5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	730	SF	\$	3.20	\$ 2,336.0
5	5" PC CONC. WALK ALONG WEST OF PROPERTY LINE (5' WIDE)	0	SF	\$	3.20	\$ -
6	6" PC CONC. TRAIL ALONG EAST SIDE	1,325	SF	\$	4.00	\$ 5,300.0
7	SINGLE CURB RAMPS	4	EA	\$	350.00	\$ 1,400.00
8	MARKINGS FOR PEDESTRIAN CROSSINGS	30	LF	\$	10.00	\$ 300.00
9	STOP BARS	0	LF	\$	5.00	\$ -
10	CURB RAMP INSERTS(2'X4')	32	SF	\$	25.00	\$ 800.0
11	STREET SIGNS	0	EA	\$	635.00	\$ -
12	TRAFFIC CONTROL SIGNS	2	EA	\$	635.00	\$ 1,270.00
13	DRILL & GROUT #5 X 18" TIE BARS, 48" O.C. (AT SCHRAM)	6	EA	\$	25.00	\$ 150.00
	MISCELLANEOUS (+5%)	1	L.S.	-	5%	\$ 1,653.00
	TOTAL ESTIMATED CONSTRUC	TION COST:				\$ 34,720

1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%) \$ 47,920 100% GENERAL OBLIGATION

PROJECT:	SECTION 3 - PAVING (SCH	RAM ROA	D - '	120th to 12	(4th)					
NO.	ITEM			APPROX. QUANTITY		UNIT	U	NIT PRICE		COST
1	Mobilization			1		LS	\$	2,000.00	\$	2,000.00
2	Traffic Control			1		LS	\$	4,000.00	\$	4,000.00
3	Clearing & Grubbing			1		LS	\$	3,000.00	\$	3,000.00
4	Grading			3450		CY	\$	3.00	\$	10,350.00
5	Subgrade Preparation			1665		CY	\$	5.00		8,325.00
6	Construct Culvert			0		LF	\$	1,200.00	\$	-
7	Storm Sewer Improvements			1		LS	\$	72,000.00	\$	72,000.00
8	Construct 9" P.C.C. Pavement (2 Lane - 27' Wide - Curbed Urban Section)			4,867		SY	\$	49.00	\$	238,472.11
9	Construct 7" P.C.C. Pavement - Curb Return			126		SY	\$	45.00	\$	5,685.00
10	Construct 6" P.C.C. Driveway, in place			307		SF	\$	5.00	\$	1,535.00
11	Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place			0		EA	\$	8.00	\$	-
12	Street Signs			0		LS	\$	635.00		-
13	Permanent Pavement Markings Solid		-	3190		LF	\$	2.00		6,380.00
14	Permanent Pavement Markings Skip		-	0		LF	\$	1.25		-
15	Seeding - NDOR mix, in place		-	1.5		AC	\$	1,250.00		1,875.00
16	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)		-	5,000		SY	\$	1.50		7,500.00
17	Silt Fence, in place		-	2,820		LF	\$	2.50		7,050.00
18	Curb Inlet Protection, in place		-	1		EA	ŝ	200.00		200.00
			-				-			
								SUBTOTAL =		
				CC	DNTIN	IGENCY/INF	LAT	ION (10%) =	\$	36,838.00
		E	STI	MATED PRC	BABL	E CONSTR	UCT	ION COST =	\$	405,220.00
		E	STIN	ATED R.O.V	V. AC	QUISITION	(0.32	27 ACRES) =	\$	14,715.00
				ENGINE	ERIN	IG, STAKING	G& (	C.M. (17%) =	\$	68,890.00
								EST (18%) =		87,990.00
		E	STIN	ATED PAVE	MEN	T CONSTRU	JCTI	ON COST =	\$	576,820.00
NOTE 1)	GRADING - (ITEMS: 1, 2, 3, 4, 15, 16 & 17)		-		\$	39 360 00	GR	ADING CONS		OST
	SARPY COUNTY PARTICIPATION - (33% EXCL. LEGAL/FISCAL/INTEREST)		\$	15,350	\$			ADING W/ SC		
	PROPERTY TO SOUTH PARTICIPATION - (33% EXCE: LEGAD/ISCADINTEREST)	TEREST	\$	19,500		54,550.00	GR			00010
	ASHBURY HILLS PARTICIPATION - (33% + 50% OF LEGAL/FISCAL/INTERES		s	19,500			-			
	ASHBORT HILLS FARTICIPATION - (33% + 30% OF LEGADFISCADINTERES		1	19,500			-			
NOTE 2)	ROW ACQUISITION		-		\$	14 715 00	RO	W ACQUISIT		COST
	SARPY COUNTY PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)		\$	7,358	\$			W W/ SOFT (		
	ASHBURY HILLS PARTICIPATION - (50% + 100% OF LEGAL/FISCAL/INTERE	ST)	s	10.013	Ť	17,070.00	1			10
		01/	Ť	10,010			-		-	
NOTE 3)	TRAIL - ASHBURY HILLS (10' - TRAIL)		-				-			
	CONSTRUCT 6" P.C.C. TRAIL - 10' WIDE (ASHBURY CREEK 2)		-	14096		SF	\$	5.00	S	77,528.00
			-		L CO			OFT COSTS		
NOTE 4)	2 LANE ROADWAY - (ITEMS: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18)							NSTRUCTION		
	SARPY COUNTY PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)		\$	214,028	\$	505,110.00	CO	NST W/ SOF	TCC	OSTS
	ASHBURY HILLS PARTICIPATION - (50% + 100% OF LEGAL/FISCAL/INTERE	ST)	\$	398,182						
	SARPY COUNTY UPFRONT COST INCLUDING PROPERTY TO SOUTH		\$	256,226			-			
	ASHBURY HILLS PARTICIPATION - PHASE 1		\$	427,694			-			0.8 × 1. 0.
			Ť	427,004						

PROJECT:	SECTION 4 - PAVING (SCHRAM ROA			26th	)				
NO.	ІТЕМ		APPROX. QUANTITY		UNIT	U	INIT PRICE		COST
1	Mobilization		1		LS	\$	2,000.00		2,000.00
2	Traffic Control		1		LS	\$	4,000.00		4,000.00
3	Clearing & Grubbing		1		LS	\$	3,000.00		3,000.00
4	Grading		4770		CY	\$	3.00		14,310.00
5	Subgrade Preparation		1326		CY	\$	5.00		6,630.00
6	Construct Culvert		0		LF	\$	120.00	\$	-
7	Storm Sewer Improvements		1		LS	\$	104,000.00		104,000.00
8	Construct 9" P.C.C. Pavement (2 Lane - 27' Wide - Curbed Urban Section)		3,850		SY	\$	49.00		188,650.00
9	Construct 7" P.C.C. Pavement - Curb Return		126		SY	\$	45.00		5,685.00
10	Construct 6" P.C.C. Driveway, in place		789		SF	\$	5.00		3,945.00
11	Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place		0		EA	\$	8.00	\$	-
12	Street Signs		0		LS	\$	635.00	\$	-
13	Permanent Pavement Markings Solid		2554		LF	\$	2.00	\$	5,108.00
14	Permanent Pavement Markings Skip		0		LF	\$	1.25	\$	-
15	Seeding - NDOR mix, in place		1.5		AC	\$	1,250.00	\$	1,875.00
16	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)		5,000		SY	\$	1.50	\$	7,500.00
17	Silt Fence, in place		2,554		LF	\$	2.50	\$	6,385.00
18	Curb Inlet Protection, in place		1		EA	\$	200.00	\$	200.00
							SUBTOTAL =		353,290.00
							FION (10%) =		35,329.00
	ł	STI	MATED PRC	BAB	LE CONSTR	UCT	ION COST =	\$	388,620.00
	E	STIM	ATED R.O.V	V. A0	QUISITION	(0.2	16 ACRES) =	\$	9,720.00
							C.M. (17%) =		66,070.00
							EST (18%) =		83,600.00
	E	STIN	ATED PAVE	MEN	IT CONSTRU	JCT	ION COST =	\$	548,010.00
NOTE 1)	GRADING - (ITEMS: 1, 2, 3, 4, 15, 16 & 17)			\$	42,980.00	GR	ADING CONS	T. C	OST
	SARPY COUNTY PARTICIPATION - (33% EXCL. LEGAL/FISCAL/INTEREST)	\$	16,762	\$	59,340.00	GR	ADING W/ SC	OFT	COSTS
	PROPERTY TO SOUTH PARTICIPATION - (33% + 50% OF LEGAL/FISCAL/INTEREST)	\$	21,289						
	ASHBURY HILLS PARTICIPATION - (33% + 50% OF LEGAL/FISCAL/INTEREST)	\$	21,289						
NOTE 2)	ROW ACQUISITION			\$			W ACQUISITI		
	SARPY COUNTY PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)	\$	4,860	\$	11,470.00	RO	WW/SOFT	COS	rs
	ASHBURY HILLS PARTICIPATION - (50% + 100% OF LEGAL/FISCAL/INTEREST)	\$	6,610						
NOTE 3)	TRAIL - ASHBURY HILLS (10' - TRAIL)								
	CONSTRUCT 6" P.C.C. TRAIL - 10' WIDE (ASHBURY CREEK 2)		12767		SF	\$	5.00		70,218.50
			TOTAL TRAI	LCC	NST COST V	N/ S	OFT COSTS	\$	97,000.00
								_	
NOTE 4)	2 LANE ROADWAY - (ITEMS: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18)			\$			NSTRUCTION		
	SARPY COUNTY PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)	\$	172,820	\$	477,200.00	co	NST W/ SOFT	r cc	STS
	ASHBURY HILLS PARTICIPATION - (50% + 100% OF LEGAL/FISCAL/INTEREST)	\$	401,380						
		-				-		_	
	SARPY COUNTY UPFRONT COST INCLUDING PROPERTY TO SOUTH	\$	215,731						
	ASHBURY HILLS PARTICIPATION - PHASE 2 INITIALLY PAID BY SARPY COUNTY	\$	429,279	3	645 210	-			
		-		-		-			
		-				-			

#### PROJECT:

#### SIGNALIZATION - S 120TH AND SCHRAM - FUTURE

			APPROX.		UNIT	
NO.	ITEM		QUANTITY	UNIT	PRICE	COST
1	TRAFFIC SIGNAL S 120TH STREET AND SCHRAM ROAD		1	LS	\$ 200,000.00	\$ 200,000.00
			CON	ISTRUCTION CO	ST SUBTOTAL =	\$ 200,000.00
			CC	ONTINGENCY/INF	LATION (10%) =	\$ 20,000.00
		E	STIMATED PRO	BABLE CONSTR	UCTION COST =	\$ 220,000.00
		SID FEES, TRAFFIC				88,000.00
			ESTIMATED S	IGNAL CONSTRU	JCTION COST =	\$ 308,000.00
	AHSBURY HILLS PARTICIPATION (25%)		\$ 77,000			
	ENTITIES AT EACH OTHER CORNER OF THE INTERSECTIO	ON (25% * 3 = 75%)	\$ 231,000			
			\$ 308,000			

#### PROJECT: ELECTRICAL SERVICE

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	164	LOTS	\$1,350.00	\$ 221,400.00
2	MISSING MIDDLE RESIDENTIAL	0.000	ACRES	\$3,580.00	\$ -
3	COMMERCIAL	8.806	ACRES	\$3,580.00	\$ 31,525.48
4	SCHOOL	10.435	ACRES	\$3,580.00	\$ 37,357.30
	TOTAL ESTIMATED CONSTRUCT	TION COST:			\$ 290,282.78
NOTES:					

 1) TOTAL DISTRICT COST W/ SOFT COSTS @
 (32%)
 \$383,180

 2) SINGLE FAMILY SPECIALS
 \$292,250

 3) MULTI-FAMILY SPECIALS
 \$0

 4) SCHOOL SPECIALS
 \$1,620

 5) STORAGE SPECIALS
 \$49,320

ROJECT:	WATER (INTER	RIOR)		J					
			1	APPROX.		Γ	UNIT	1	
NO.	ITEM			QUANTITY	UNIT		PRICE		COST
1	INSTALL 16" WATER MAIN			132	LF	\$	60.00		\$7,9
2	INSTALL 12" WATER MAIN			4,080	LF	\$	45.00		\$183,6
3	INSTALL 8" WATER MAIN			5,973	LF	\$	35.00		\$209,0
4	INSTALL 6" WATER MAIN			6,475	LF	\$	30.00		\$194.2
5	FIRE HYDRANT ASSEMBLY (COMPLETE)			29	EA	\$	2,800.00		81,200
6	GATE VALVE AND BOX			92	EA	\$	800.00		73,600
7	PRESSURE TESTING AND DISINFECTION			1	LS	\$	15,000.00		15,000
8	JACK / BORE CASING			1,380	LF	\$	100.00		138,000
9	MISC FITTINGS			1,000	LS		10,000,00		10,000
						Ť	10,000.00	Ť	10,000
	MISCELLANEOUS (+5%)			1	L.S.		5%	s	45,632
	(							1	
		TOTAL ESTIMAT	TED CONSTRUCT	ION COST:					\$958,
TES									
TOTAL DIS	TRICT COST W/ SOFT COSTS @ (34	8%)	\$1,322,400						
G.O. PORT	ION FOR LINES OVER 8"								
			100		COST DIFFEREN	NCE			
	16" WATER MAIN		132	LF	\$ 3,300				
	12" WATER MAIN		4,080	LF	\$ 40,800				
			TOTAL OVERSIZ	ED MAIN COST:	\$ 44,100				
				1					
ROJECT:	WATER (EXTE	RIOR - SCHRAM ROAD)							
Cold Second				APPROX.			UNIT		
NO.	ITEM			QUANTITY	UNIT		PRICE		COST
1	PIONEER MAINS			0	L.S.		25,000.00		
2	INSTALL 16" WATER MAIN ALONG SCHRAM			2600	LF	\$	60.00		156,000
3	INSTALL 16" WATER MAIN ALONG SCHRAM	ROAD WEST OF S 120TH		1389	LF	\$	60.00	\$	83,340
4	HYDRANTS, VALVES, FITTINGS, BORES, E	TC		1	L.S.	\$	36,000.00	\$	36,000
	MISCELLANEOUS (+5%)			1	L.S.		5%	\$	13,767
		TOTAL ESTIMAT	TED CONSTRUCT	ION COST:				\$	289,110
OTES:									
TOTAL DIS	TRICT COST W/ SOFT COSTS @ (38	8%)	\$399,000						
		8%)	\$399,000						
	ION OF WATER LINES	8%)	\$399,000						
	ION OF WATER LINES EAST OF 120TH STREET								
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main	2,600 LF	\$ 226,044.00	Cost Share with	proposed Ashbury			ibury	/ Heights
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants		\$ 226,044.00 \$ 34,776.00	Cost Share with	Ashbury Hills	\$	86,940.00	ibury	/ Heights
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main	2,600 LF	\$ 226,044.00	Cost Share with	Ashbury Hills Ashbury Heights	\$ \$	86,940.00 86,940.00	ibury	/ Heights
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00	Cost Share with	Ashbury Hills	\$ \$	86,940.00	ibury	/ Heights
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants	2,600 LF	\$ 226,044.00 \$ 34,776.00	Cost Share with	Ashbury Hills Ashbury Heights	\$ \$ \$	86,940.00 86,940.00 86,940.00	ibury	/ Heights
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2	\$ \$ \$	86,940.00 86,940.00 86,940.00	ibury	/ Heights
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2	\$ \$ \$ 1	86,940.00 86,940.00 86,940.00 73,880.00		-
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse	\$ \$ \$ 1 " equiv	86,940.00 86,940.00 86,940.00 173,880.00 valent cost		50,
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8'	\$ \$ \$ 1 " equiv	86,940.00 86,940.00 86,940.00 173,880.00 valent cost	\$	/ Heights 50, 36,
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8'	\$ \$ \$ 1 " equiv in cost	86,940.00 86,940.00 86,940.00 73,880.00 valent cost	\$	50, 36,
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8"	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv	86,940.00 86,940.00 86,940.00 73,880.00 valent cost	\$	50, 36, 80,
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8"	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai Special Assess 8'	\$ \$ \$ 1 " equiv in cost " equiv	86,940.00 86,940.00 86,940.00 73,880.00 valent cost	\$ \$ \$	50, 36, 80,
G.O. PORT	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai Special Assess 8'	\$ \$ \$ 1 " equiv in cost " equiv	86,940.00 86,940.00 86,940.00 73,880.00 valent cost	\$ \$ \$	50, 36, 80,
G.O. PORT	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost	2,600 LF	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai Special Assess 8'	\$ \$ \$ 1 " equiv in cost " equiv	86,940.00 86,940.00 86,940.00 73,880.00 valent cost	\$ \$ \$	50, 36, 80,
	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	Cost Share with	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai Special Assess 8'	\$ \$ \$ 1 " equiv in cost " equiv	86,940.00 86,940.00 86,940.00 73,880.00 valent cost	\$ \$ \$	50, 36, 80,
G.O. PORT	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%		Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai Special Assess 8'	\$ \$ \$ 1 " equiv in cost " equiv in cost	86,940.00 86,940.00 86,940.00 173,880.00 valent cost	\$ \$ \$	50,
G.O. PORT	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Cost Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost CAPITAL FACI	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX.	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost	86,940.00 86,940.00 86,940.00 73,880.00 valent cost valent cost	\$ \$ \$	50, 36, 80, 57,
G.O. PORT	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost CAPITAL FACI	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost	86,940.00 86,940.00 86,940.00 73,880.00 valent cost valent cost	\$ \$ \$	50, 36, 80, 57, COST
ROJECT: NO.	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost CAPITAL FACI ITEM SINGLE FAMILY	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX. QUANTITY 164	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai Special Assess 8 G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost UNIT PRICE 2,400.00	\$ \$ \$	50, 36, 57, <u>COST</u> 393,600
C.O. PORT ROJECT: NO. 1 2	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost CAPITAL FACI ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX QUANTITY 164 0.00	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8' G.O. Exterior Mai Special Assess 8' G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost F \$ \$	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost valent cost <u>valent cost</u> <u>valent cost</u> <u>valent cost</u> <u>valent cost</u> <u>valent cost</u> <u>valent cost</u>	\$ \$ \$ \$ \$	50, 36, 57, <u>COST</u> <u>393,600</u>
G.O. PORT ROJECT: NO. 1 2 3	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL COMMERCIAL	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX QUANTITY 164 0.00 8.81	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost \$ \$ \$	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost <u>valent cost</u> <u>valent cost</u> <u>7,880.00</u> <u>7,660.00</u> <u>7,185.00</u>	\$ \$ \$ \$ \$ \$ \$	50, 36, 80, 57, <u>COST</u> <u>393,600</u>
G.O. PORT ROJECT: NO. 1 2 3 4	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL COMMERCIAL SCHOOL	2,600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX. QUANTITY 164 0.00 8.81 10.44	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai Special Assess 8 G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost \$ \$ \$ \$ \$ \$	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost <u>valent cost</u> <u>2,400.00</u> <u>7,680.00</u> <u>7,185.00</u>	\$ \$ \$ \$ \$ \$ \$	50, 36, 80, 57, 393,60 63,27 74,975
COJECT: NO. 1 2 3 4 5	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL COMMERCIAL SCHOOL OUTLOTS	2.600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58% \$ 138,180	APPROX QUANTITY 164 0.00 8.81	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost \$ \$ \$	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost <u>valent cost</u> <u>valent cost</u> <u>7,880.00</u> <u>7,660.00</u> <u>7,185.00</u>	\$ \$ \$ \$ \$ \$ \$ \$	50, 36, 80, 57, <u>COST</u> 393,600
G.O. PORT ROJECT: NO. 1 2 3 4	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL COMMERCIAL SCHOOL	2.600 LF 0.67 LS	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58%	APPROX. QUANTITY 164 0.00 8.81 10.44	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai Special Assess 8 G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost \$ \$ \$ \$ \$ \$	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost <u>valent cost</u> <u>2,400.00</u> <u>7,680.00</u> <u>7,185.00</u>	\$ \$ \$ \$ \$ \$ \$	50 36 80, 57, 393,60 63,27 74,97
ROJECT: NO. 1 2 3 4 5	ION OF WATER LINES EAST OF 120TH STREET Total Cost of 16" Main Hydrants Total Cost Percentage difference in cost 16" to 8" WEST OF 120TH STREET Total Cost ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL COMMERCIAL SCHOOL OUTLOTS	2,600 LF 0.67 LS LITIES CHARGES	\$ 226,044.00 \$ 34,776.00 \$ 260,820.00 58% \$ 138,180	APPROX QUANTITY 164 0.00 8.81 10.44 9.64	Ashbury Hills Ashbury Heights Ashbury Creek 2 Total Reimburse Special Assess 8 G.O. Exterior Mai Special Assess 8 G.O. Exterior Mai	\$ \$ \$ 1 " equiv in cost " equiv in cost \$ \$ \$ \$ \$ \$	86,940.00 86,940.00 86,940.00 773,880.00 valent cost valent cost <u>valent cost</u> <u>2,400.00</u> <u>7,680.00</u> <u>7,185.00</u>	\$ \$ \$ \$ \$ \$ \$ \$	50 36 80, 57, 393,60 63,27 74,97

\$342,990 \$342,990

DJECT:	STORM SEWER				
		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	COS
1	15" RCP	0	LF	\$ 45.00	\$
2	18" RCP	5,067	LF	\$ 48.00	\$ 243,
3	24" RCP	2,167	LF	\$ 58.00	\$ 125,
4	30" RCP	396	LF	\$ 75.00	
5	36" RCP	127	LF	\$ 97.50	
6	42" RCP	349	LF	\$ 130.00	\$ 45,
7	48" RCP	595	LF	\$ 160.00	\$ 95,
8	54" RCP	0	LF	\$ 180.00	\$
9	TYPE II AREA INLET	0	EA	\$ 3,000.00	\$
10	TYPE I CURB INLET	44	EA	\$ 3,200.00	\$ 140,
11	TYPE III CURB INLET	19	EA	\$ 3,300.00	\$ 62,
12	54" STORM SEWER MANHOLE (8)	19	VF	\$ 550.00	
13	60" STORM SEWER MANHOLE (5)	25	VF	\$ 750.00	\$ 18,
14	72" STORM SEWER MANHOLE (2)	10	VF	\$ 950.00	
15	84" STORM SEWER MANHOLE (1)	7	VF	\$ 1,100.00	\$ 7.
16	96" STORM SEWER MANHOLE (2)	14	VF	\$ 1,250.00	\$ 17
17	18" RC FES	4	EA	\$ 650.00	\$ 2.
18	24" RC FES	2	EA	\$ 850.00	\$ 1.
19	30" RC FES	0	EA	\$ 1,100.00	\$
20	36" RC FES	0	EA	\$ 1,450.00	\$
21	42" RC FES	1	EA	\$ 1,800.00	\$ 1.
22	48" RC FES	0	EA	\$ 2,100.00	\$
23	54" RC FES	0	EA	\$ 2,500.00	\$
24	RIP RAP	215	TN	\$ 35.00	\$ 7.
25	PCSWPP	4	LS	\$ 30,000.00	\$ 120
26	18" Pipe Plug	2	EA	\$ 650.00	\$ 1.
27	30" Pipe Plug	1	EA	\$ 850.00	\$
28	36" Pipe Plug	1	EA	\$ 1,500.00	\$ 1,
29	SEDIMENT BASIN MAINTENANCE	0	LS	\$ 15,000.00	\$
	MISCELLANEOUS (+5%)	1	L.S.	 5%	\$ 47.8
		MATED CONSTRUCTION COST:	L.O.	 5/01	\$ 1,00

1) TOTAL DISTRICT COST W/ SOFT COSTS @	(38%)	\$1,385,590	
Subtract over 48" Pipe Difference		\$0	
2) GENERAL OBLIGATION		\$1,385,590	

#### EXHIBIT - H

# SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT DEVELOPER AREA (ACRES) DATE: ESTIMATED BY PROJECT NO .:

ASHBURY HILLS SAMSON 33.641 PAPILLION 05/08/19 ZETTERMAN P2017.258.001

SINGLE FAMILY (Lg)	0 UNITS
SINGLE FAMILY (Mid)	8 UNITS
SINGLE FAMILY (Sml)	75 UNITS
MISSING MIDDLE RES	0.000 AC
DUPLEXES / VILLAS	37 UNITS
CLUBHOUSE	0 UNITS
COMMERCIAL	0.000 AC
SCHOOL	0.000 AC
SPORTS FIELD	0.000 AC
OUTLOTS	0.245 AC

0.00 EQ Units

1 Outlots

ASHBURY HI	LLS F	PHASE	E 2	- SING	GLE FAN	11	Y & D	JPL	EX			
					BY OTHERS OR		SPECIAL	(	G.O.		G.O.	FUTURE
ITEM	co	NSTRCT.		TOTAL	SARPY CO.	1 /	ASSESS.	REI	MBURS.	NC	ON-REIMB	GEN. OBL.
SANITARY SEWER (INTERIOR)	\$	394,580	\$	544,530		\$	544,530			-		
PAVING (INTERIOR)	\$	644,150	\$	888,930		\$	768,590			\$	120,340	
PAVING (GOLD COAST ROAD)	\$	87,910	\$	121,320		\$	67,500			\$	53,820	
PAVING (SCHRAM ROAD)	\$	-	\$	-	\$ -			\$	-	\$		
WATER (INTERIOR)	\$	285,980	\$	394,660		\$	394,660			\$		
						Ĺ	,					
WATER (EXTERIOR - SCHRAM ROAD)	\$	-	\$	-		\$	-	\$	-	\$	-	
CAPITAL FACILITIES CHARGES	\$	304,130	\$	349,750		\$	174,875			\$	174,875	
UNDERGROUND ELECTRICAL	\$	162,000	\$	213,840		\$	213,840			\$	-	
STORM SEWER	\$	478,730	\$	660,650		\$	-			\$	660,650	
PARK CONTRIBUTION	\$	50,000	\$	60,000						\$	60,000	
1% REVIEW FEE	\$	18,914	\$	22,696		\$	11,348			\$	11,348	
			-			-						
τοτ	ALS \$	2,426,394	\$	3,256,376	\$ -	\$	2,175,343	\$	-	\$	1,081,033	\$ -

ZONING

SPECIALS SINGLE FAMILY PER UNIT

<u>\$ 18,128</u>

VALUATION:	SINGLE FAMILY (Lg)		0 L	Inits @	\$ 550,000.00	=	\$0	
	SINGLE FAMILY (Mid)		8 L	Inits @	\$ 400,000.00	=	\$3,200,000	
	SINGLE FAMILY (Sml)		75 L	Inits @	\$ 310,000.00	=	\$23,250,000	
	MISSING MIDDLE RES		0 E	Q Units @	\$ 175,000.00	=	\$0	
	CLUBHOUSE		0 L	Inits @	\$ 150,000.00	=	\$0	
	DUPLEXES / VILLAS		37 L	Inits @	\$ 200,000.00	=	\$7,400,000	
	MIXED USE		0 S	.F. @	\$ 30.00	=	\$0	
						TOTAL	\$33,850,000	
					_			
G.O. DEBT RA	TIO (95% VALUATION) =	\$	1,081,033	1	\$ 32,157,500	=	3.36%	
CUMULATIVE	G.O. DEBT RATIO	\$	4,296,535	1	\$ 97,067,979	=	4.43%	
		_			 			

#### NOTES

1) Park contribution to be used for amenities within the adjacent Ashbury Creek Park and has been included with Phases 2 & 3

2) Paving of Schram Road is for a 2-lane road (north and center lanes) with a future third lane to be financed by a future development to the south.

3) Updated sanitary quantities for changes due to phasing and phase 1 final plans

3) Paving of Schram Road is for a 2-lane road (north and center lanes) with a future third lane to be financed by a future development to the south. Phase 1 paving of Schram Road shall run from S 120th Street to S 124th Street. The portion of Schram Road adjacent to Phase 1 from S 124th Street to S 126th Street shall be constructed with Phase 3

4) Future signalization at S 120th Street and Schram Road to be constructed in the future with Ashbury Hills as the lead agent with reimbursement from adjacent developments

5) Regional park and trail contribution is for a future regional system around Hwy 370.

6) Park contribution to be used for amenities within the adjoining Ashbury Creek Park and has been included with Phases 2 & 3

7) Updated Phase 1 quantities for sanitary sewer based upon completed resolution of necessity

#### **REVISION LOG:**

- 12/17/2017 Revised to account for revised preliminary plat, phasing plan and City comments.
- 2/2/2018 Revised to account for City comments and changes to the phase lines
- 6/11/2018 Revised for updated layout with school lot
- 11/15/2018 Revised for updated layout, phase lines and City of Papillion comments
- 12/20/2018 Revised for phasing change and City comments

1/2/2019 Revised to include in lieu of valuation payment to specials and general obligation costs from the proposed PLV elementary school, corrected duplex lot count 1/13/2019 Small adjustment to Phase 1 / 2 sanitary sewer due to phasing, update to curb ramps in Phase 1, add'l hydrants in Phase 1

- 3/1/2019 Revisions made per City of Papillion Final Plat review and recommendations to the City Council for the Preliminary Plat.
- 4/12/2019 Corrected overlapping text

PROJECT:	SANITARY SEWER (INTERIOR)	]			
		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	COST
1	8 INCH SANITARY SEWER PIPE	4,850	L.F.	\$ 32.00	\$ 155,200
2	8-INCH SANITARY SEWER PIPE (OVERDEPTH >15')	0	L.F.	\$ 40.00	\$ -
2	6 INCH SANITARY SEWER PIPE 112	3,472	L.F.	\$ 31.00	\$ 107,632
3	54 IN. I.D. SANITARY MANHOLE 20	270	V.F.	\$ 405.00	\$ 109,350
4	CRUSHED ROCK BEDDING	60	TON	\$ 35.00	
6	CONNECT TO EXISTING SANITARY SEWER	5	EA	\$ 300.00	\$ 1,500.00
	MISCELLANEOUS (+5%)	1	L.S.	5%	\$ 18,790.00
	TOTAL ESTIMATED CONSTRUCT	ION COST:			\$ 394,580.00
NOTES:					
1) TOTAL DIST	RICT COST W/ SOFT COSTS @ (38%) \$544,530				

2) G.O. COSTS				
3) MIXED RESIDENTIAL SPECIALS				
8 INCH SANITARY SEWER PIPE	0	LF	\$ -	
54 IN. I.D. SANITARY MANHOLE (12)	0	V.F.	\$ -	
CONNECT TO EXISTING SANITARY SEWER	0	EA	\$ -	
CRUSHED ROCK BEDDING	0	TON	\$ -	
TOTAL			 \$0.00	

PROJECT:

PAVING (INTERIOR RESIDENTIAL)

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	15,170	S.Y.	\$ 36.00	\$ 546,120
2	EARTHWORK SUBGRADE PREP - ROADS	5,057	C.Y.	\$ 3.10	\$ 15,676
3	5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	165	SF	\$ 3.20	\$ 528
4	ADJUST MANHOLE TO GRADE	20	EA	\$ 285.00	\$ 5,700
5	SINGLE CURB RAMPS	20	EA	\$ 350.00	\$ 7,000
6	MARKINGS FOR PEDESTRIAN CROSSINGS	150	LF	\$ 10.00	\$ 1,500
7	STOP BARS	50	LF	\$ 5.00	\$ 250
8	CURB RAMP INSERTS(2'X4')	160	SF	\$ 25.00	\$ 4,000
9	STREET SIGNS	5	EA	\$ 635.00	\$ 3,175
10	TRAFFIC CONTROL SIGNS	15	EA	\$ 635.00	\$ 9,525
11	SEDIMENT BASIN MAINTENANCE	1	LS	\$ 20,000.00	\$ 20,000
	MISCELLANEOUS (+5%)	1	L.S.	5%	\$ 30,674.00
	TOTAL ESTIMATED CON	ISTRUCTION COST:			\$ 644,150

#### 1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%) 888,930 \$

7" PAVING(INTERSECTIONS)	961	SY	\$ 50,130	
7" PAVING(OVERWIDTH)	0	SY	\$ -	
7" PAVING(OUTLOT FRONTAGE)	40	SY	\$ 2,087	
5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	165	SF	\$ 765	
EARTHWORK	334	CY	\$ 1,499	
MARKINGS FOR PEDESTRIAN CROSSINGS	150	LF	\$ 2,174	
STOP BARS	50	LF	\$ 362	
SINGLE CURB RAMPS	20	EACH	\$ 10,143	
CURB RAMP INSERTS(2'X4')	160	SF	\$ 5,796	
STREET SIGNS	5	EACH	\$ 4,601	
TRAFFIC CONTROL SIGNS	15	EACH	\$ 13,802	
SEDIMENT BASIN MAINTENANCE	1	LS	\$ 28,980	
G.O. TOTAL			\$ 120,340	

PROJECT:	PAVING (GOLD COAST)					
	T	APPROX.		T	UNIT	
NO.	ITEM	QUANTITY	UNIT		PRICE	COST
1	8" P.C. CONCRETE PAVEMENT W/ INT. CURB (VARYING WIDTH)	1,800	S.Y.	\$	40.00	\$ 72,000
2	EARTHWORK SUBGRADE PREP - ROADS	600	C.Y.	\$	3.10	\$ 1,860
3	5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	2,393	SF	\$	4.00	\$ 9,572
4	ADJUST MANHOLE TO GRADE	1	EA	\$	285.00	285
5	SINGLE CURB RAMPS	0	EA	\$	350.00	\$ -
6	MARKINGS FOR PEDESTRIAN CROSSINGS	0	LF	\$	10.00	\$ -
7	STOP BARS	0	LF	\$	5.00	\$ -
8	CURB RAMP INSERTS(2'X4')	0	SF	\$	25.00	\$ -
9	STREET SIGNS	0	EA	\$	635.00	\$ -
10	TRAFFIC CONTROL SIGNS	0	EA	\$	635.00	\$ -
	MISCELLANEOUS (+5%)	1	L.S.	-	5%	\$ 4,186.00
	TOTAL ESTIMATED COM	ISTRUCTION COST:		_		\$ 87,910

#### NOTES:

1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%)	\$ 121,320				
2) G.O. ITEMS					
8" PAVING(INTERSECTIONS)	0	SY	\$ -		
8" PAVING(OVERWIDTH)	550	SY	\$ 31,878		
8" PAVING(OUTLOT FRONTAGE)	0	SY	\$ -		
DIFFERENCE 7" COST TO 8" COST	1,250	SY	\$ 7,245	DIFFERENCE = \$	4.00
5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	2,393	SF	\$ 13,870		
EARTHWORK	183	CY	\$ 824		
MARKINGS FOR PEDESTRIAN CROSSINGS	0	LF	\$ -		
STOP BARS	0	LF	\$ -		
SINGLE CURB RAMPS	0	EACH	\$ -		
CURB RAMP INSERTS(2'X4')	0	SF	\$ -		
STREET SIGNS	0	EACH	\$ -		
TRAFFIC CONTROL SIGNS	 0	EACH	\$ -		
G.O. TOTAL	 		\$ 53,820		

### PROJECT:

### PAVING (SCHRAM ROAD)

NO	ITEM					APPROX. QUANTITY	UNIT	UNIT PRICE		COST
NO.	MOBILIZATION	T					LS	\$ 7,500,00	\$	.031
2						0	LS	\$ 15,000,00		
	TRAFFIC CONTROL - BAR	RICADING				0	LS	\$ 10,000.00	\$ \$	
3	CLEARING & GRUBBING					-			\$ \$	
4	GRADING / SUBGRADE PR					0	LS	\$ 20,000.00	+	
5	CONSTRUCT 9" P.C.C. PAY		SECTION - 27	WIDE)		0	SY	\$ 40.00	\$	-
6 .	CONSTRUCT 6" P.C.C. DR					· 0	SF	\$ 5.00	\$	-
	CONSTRUCT 6" P.C.C. TR/	AIL (10' WIDE)				0	SF	\$ 4.00	\$	-
7	STORM SEWER PIPE					0	LF	\$ 55.00	\$	
8	CURB INLETS	1				0	EA	\$ 3,300.00	\$	-
9	PERMANENT PAVEMENT						LS	\$ 7,500.00	\$	-
10	SEEDING - TYPE NDOT MI						AC	\$ 3,500.00	\$	-
11	PROVIDE & INSTALL TEMP	PORARY EROSION CONTR	ROL BLANKET	(NAG SC 15	O OR EQ		SY	\$ 5.00	\$	
12	SILT FENCE, IN PLACE	L				0	LF	\$ 2.25	\$	
						CONS	STRUCTION COS			0.00
			CONTINGENCY (10%)							0
					E	STIMATED PROE			0	
						ESTIMATED R.0	D.W. ACQUISITIO	ON (2 ACRES) =		0.00
						ENGINE	ERING, STAKING	6 & C.M. (17%) =		0
						FISC	AL, LEGAL & INT	EREST (18%) =		0
	ESTIMATED TOTAL PROJECT COST =								0	
		ASHBURY HILLS PARTICI	PATION	\$	-	1/2 OF TOTAL C	OSTS (50% OF F	RONTAGE)		
		SARPY COUNTY PARTICI		S		1/2 OF TOTAL C				

#### PROJECT: ELECTRICAL SERVICE

WATER (INTERIOR)

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	120	LOTS	\$1,350.00	\$ 162,000.00
2	MISSING MIDDLE RESIDENTIAL	0.000	ACRES	\$3,580.00	\$ -
	TOTAL ESTIMATED C	ONSTRUCTION COST:			\$ 162,000.00
NOTES:					
1) TOTAL DIS	STRICT COST W/ SOFT COSTS @ (32%)	\$213.840			

1) TOTAL DISTRICT COST W/SOFT COSTS @	(32%)	\$213,840	
2) SINGLE FAMILY SPECIALS		\$213,840	
3) MISSING MIDDLE RESIDENTIAL		\$0	

PROJECT:

			APPROX.		UNIT	
NO.	ITEM		QUANTITY	UNIT	PRICE	COST
1	INSTALL 16" WATER MAIN		0	LF	\$ 60.00	\$0
2	INSTALL 12" WATER MAIN		0	LF	\$ 45.00	\$0
3	INSTALL 8" WATER MAIN		4,829	LF	\$ 35.00	\$169,015
4	INSTALL 6" WATER MAIN		823	LF	\$ 30.00	\$24,690
5	FIRE HYDRANT ASSEMBLY (COMPLETE)		9	EA	\$ 2,800.00	\$ 25,200.00
6	GATE VALVE AND BOX		20	EA	\$ 800.00	\$ 16,000.00
7	PRESSURE TESTING AND DISINFECTION		1	LS	\$ 10,000.00	\$ 10,000.00
8	JACK / BORE CASING		200	LF	\$ 160.00	\$ 32,000.00
9	MISC FITTINGS		1	LS	\$ 3,500.00	\$ 3,500.00
	MISCELLANEOUS (+5%)		1	L.S.	5%	\$ 5,570.00
	TOTAL ESTIM	ATED CONSTRUCT	ION COST:			\$ 285,980.00
NOTES:						
1) TOTAL DIS	RICT COST W/ SOFT COSTS @ (38%)	\$394,660				
2) G.O. PORTI	ON FOR LINES OVER 8"					
				COST DIFFERE	NCE	
	16" WATER MAIN	0	LF	\$ -		
	12" WATER MAIN	0	LF	\$ -		
		TOTAL OVERSIZ	ED MAIN COST:	\$ -		

1

PROJECT:	WATER (EXTERIOR)						
			APPROX.		UNIT	Т	
NO.	ITEM		QUANTITY	UNIT	PRICE		COST
1	PIONEER MAINS		0	L.S.	\$ 25,000.00	\$	
2	INSTALL 16" WATER MAIN ALONG SCHRAM ROAD		0	LF	\$ 60.00	\$	
3	HYDRANTS, VALVES, FITTINGS, BORES, ETC		0	L.S.	\$ 15,000.00	\$	
	MISCELLANEOUS (+5%)		1	L.S.	59	6 \$	
	TOTAL ESTIMAT	ED CONSTRUCTIO	N COST:			\$	
OTES:							
TOTAL DIS	TRICT COST W/ SOFT COSTS @ (38%)	\$0					

PROJECT: CAPITAL FACILITIES CHARGES

			APPROX.		UNIT	
NO.	ITEM		QUANTITY	UNIT	PRICE	COST
1	SINGLE FAMILY		120	LOTS	\$ 2,400.00	\$ 288,000.00
2	MISSING MIDDLE RESIDENTIAL & MIXED USE		0.00	ACRES	\$ 7,660.00	\$ -
3	OUTLOTS		0.25	ACRES	\$ 6,705.00	\$ 1,642.73
4	POTENTIAL FUTURE CAPITAL FACILITIES CHARGE INCREASE	5%				\$ 14,482.14
	TOTAL ESTIMAT	ED CONSTRUCT	ION COST:			\$ 304,130.00
NOTES:						
1) TOTAL DIST	RICT COST W/ SOFT COSTS @ (15%)	\$349,750				
		SGENERAL OBLIG	GATION		 	 
	RESIDENTIAL \$174,875.00	\$174,875.00				

OJECT:	STORM SEWER					
	T	APPROX.		UNIT		
NO.	ITEM	QUANTITY	UNIT	PRICE	_	COST
1	15" RCP	0	LF	\$ 45.	00 \$	
2	18" RCP	3,118	LF	\$ 48.	00 \$	149,66
3	24" RCP	622	LF	\$ 58.	00 \$	
4	30" RCP	733	LF	\$ 75.		54,97
5	36" RCP	675	LF	\$ 97.		65,81
6	42" RCP	0	LF	\$ 130.		
7	48" RCP	0	LF	\$ 160.	00 \$	
8	54" RCP	0	LF	\$ 180.		
9	TYPE II AREA INLET	0	EA	\$ 3,000.	00 \$	
10	TYPE I CURB INLET	21	EA	\$ 3,200.	00 \$	67,20
11	TYPE III CURB INLET	8	EA	\$ 3,300.	00 \$	26,40
12	54" STORM SEWER MANHOLE (2)	10	VF	\$ 550.	00 \$	5,50
13	60" STORM SEWER MANHOLE (4)	22	VF	\$ 750.		16,50
14	72" STORM SEWER MANHOLE (2)	11	VF	\$ 950.	00 \$	10,4
15	84" STORM SEWER MANHOLE (2)	12	VF	\$ 1,100.	00 \$	13,2
16	96" STORM SEWER MANHOLE (1)	6	VF	\$ 1,250.	00 \$	7,50
17	18" RC FES	0	EA	\$ 650.	00 \$	
18	24" RC FES	0	EA	\$ 850.	20 \$	
19	30" RC FES	0	EA	\$ 1,100.	20 \$	
20	36" RC FES	0	EA	\$ 1,450.	20 \$	
21	42" RC FES	0	EA	\$ 1,800.	00 \$	
22	48" RC FES	0	EA	\$ 2,100.	20 \$	
23	54" RC FES	0	EA	\$ 2,500.	00 \$	
24	RIP RAP	0	TN	\$ 35.	20 \$	
25	PCSWPP	0	LS	\$ 30,000.	20 \$	
26	CONNECT TO EXISTING STORM SEWER	4	EA	\$ 500.	20 \$	2.00
27	18" PIPE PLUG	0	EA	\$ 550.	20 \$	
28	24" PIPE PLUG	1	EA	\$ 650.	20 \$	6
29	SEDIMENT BASIN MAINTENANCE	0	LS	\$ 15,000.	\$ 00	
	MISCELLANEOUS (+5%)	1	L.S.		5% \$	22,79
		TED CONSTRUCTION COST:			S	

NOTES:

38%) \$660,650	
\$0	
\$660,650	
	\$0

1% REVIEW FEE

32 EQ Units

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\$

8,065

# SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT DEVELOPER AREA (ACRES) JURISDICTION DATE ESTIMATED BY PROJECT NO .:

ASHBURY HILLS SAMSON 15.534 PAPILLION 05/08/19 ZETTERMAN P2017.258.001

SINGLE FAMILY (Lg)	0	UNITS
SINGLE FAMILY (Mid)	0	UNITS
SINGLE FAMILY (Sml)	0	UNITS
MISSING MIDDLE RES	3.857	AC
DUPLEXES / VILLAS	0	UNITS
CLUBHOUSE	1	UNITS
COMMERCIAL	0.00	AC
SCHOOL	0.00	AC
SPORTS FIELD	3.432	AC
OUTLOTS	4.972	AC

ZONING:

				OUTLOTS		4.972	AC	2 Outlots	
3 - 1	DUPLE	ΞX	, MIXE		DEN	TIAL	AND MI	XED US	Ξ
0	NSTRCT		τοται	and the second se			G.O.	G.O.	FUTURE GEN. OBL.
100	NSTRCT.	-	TOTAL	SARFT CO		3E33.	KEIMBORG.		GEN. OBL.
\$	161,140	\$	222,380		\$	222,380			
\$	114,020	\$	157,350		\$	129,610		\$ 27,740	
\$	589,290	\$	813,230				\$ 222,410	\$ 590,820	
\$	458,839	\$	645.010	\$ 215 731				\$ 429,279	
\$	230,000	\$	322,000	\$ 241,500					\$ 80,500
\$	233,340	\$	322,010		\$	282,500		\$ 39,510	
\$	96,520	\$	133,200		\$	101,150		\$ 32,050	
\$	64,650	\$	74,350		\$	37,175		\$ 37,175	
\$	5,400	\$	41,580		\$	41,580			
\$	149,830	\$	206,770					\$ 206,770	
\$	50,000	\$	60,000					\$ 60,000	
	CO \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	CONSTRCT. \$ 161,140 \$ 114,020 \$ 589,290 \$ 458,839 \$ 230,000 \$ 233,340 \$ 233,340 \$ 96,520 \$ 64,650 \$ 5,400 \$ 149,830	CONSTRCT. \$ 161,140 \$ \$ 114,020 \$ \$ 589,290 \$ \$ 458 839 \$ \$ 230,000 \$ \$ 233,340 \$ \$ 96,520 \$ \$ 64,650 \$ \$ 5,400 \$ \$ 149,830 \$	CONSTRCT.         TOTAL           \$ 161,140         \$ 222,380           \$ 161,140         \$ 222,380           \$ 114,020         \$ 157,350           \$ 589,290         \$ 813,230           \$ 458,839         \$ 645,010           \$ 230,000         \$ 322,000           \$ 233,340         \$ 322,010           \$ 96,520         \$ 133,200           \$ 5,400         \$ 41,580           \$ 149,830         \$ 206,770	By OTHERS ON STRCT.       TOTAL       BY OTHERS ON SARPY CO         \$ 161,140       \$ 222,380	By OTHERS OR SARPY CO       SP OTHERS OTHERS OTHE	BY OTHERS OR CONSTRCT.       BY OTHERS OR TOTAL       SPECIAL SARPY CO       SPECIAL ASSESS.         \$ 161,140       \$ 222,380       \$ 222,380         \$ 161,140       \$ 222,380       \$ 222,380         \$ 161,140       \$ 222,380       \$ 222,380         \$ 161,140       \$ 222,380       \$ 222,380         \$ 161,140       \$ 222,380       \$ 222,380         \$ 114,020       \$ 157,350       \$ 129,610         \$ 589,290       \$ 813,230       \$ 129,610         \$ 458,839       \$ 645,010       \$ 215,731         \$ 458,839       \$ 645,010       \$ 215,731         \$ 230,000       \$ 322,000       \$ 241,500         \$ 233,340       \$ 322,010       \$ 282,500         \$ 96,520       \$ 133,200       \$ 101,150         \$ 64,650       \$ 74,350       \$ 37,175         \$ 5,400       \$ 41,580       \$ 41,580         \$ 149,830       \$ 206,770       \$ 101,150	BY OTHERS OR CONSTRCT.       BY OTHERS OR TOTAL       SPECIAL SARPY CO       G.O. REIMBURS.         \$ 161,140       \$ 222,380       \$ 222,380       \$ \$ 222,380       \$ \$ 222,380         \$ 161,140       \$ 222,380       \$ 222,380       \$ \$ 222,380       \$ \$ 222,410         \$ 114,020       \$ 157,350       \$ 129,610       \$ \$ 222,410         \$ 589,290       \$ 813,230       \$ 222,410         \$ 458,839       \$ 645 010       \$ 215 731         \$ 458,839       \$ 645 010       \$ 215 731         \$ 230,000       \$ 322,000       \$ 241,500         \$ 233,340       \$ 322,010       \$ 282,500         \$ 96,520       \$ 133,200       \$ 101,150         \$ 64,650       \$ 74,350       \$ 37,175         \$ 5,400       \$ 41,580       \$ 41,580         \$ 149,830       \$ 206,770       \$	BY OTHERS OR CONSTRCT.       BY OTHERS OR TOTAL       SPECIAL SARPY CO       G.O. ASSESS.       G.O. REIMBURS.       NON-REIMB         \$ 161,140       \$ 222,380       \$ 222,380       \$ 222,380       \$ 227,740         \$ 161,140       \$ 222,380       \$ 222,380       \$ 27,740         \$ 589,290       \$ 813,230       \$ 222,410       \$ 590,820         \$ 458,839       \$ 645 010       \$ 215,731       \$ 429,279         \$ 230,000       \$ 322,000       \$ 241,500       \$ 429,279         \$ 233,340       \$ 322,010       \$ 282,500       \$ 39,510         \$ 96,520       \$ 133,200       \$ 101,150       \$ 32,050         \$ 64,650       \$ 74,350       \$ 37,175       \$ 37,175         \$ 5,400       \$ 41,580       \$ 41,580       \$ 41,580

				 	_		_		
TOTALS	\$ 1,707,631	\$ 2,369,000	\$ 457 231	\$ 822,460	\$	222,410	\$	1,431,409	\$ 80,500

\$

8,065

		SP	ECIALS SING	LE FAMI	LY PE	ER UNIT			<u>\$</u>
VALUATION:	SINGLE FAMILY (Lg)		01	Jnits @	\$	550,000.00	=	\$0	
	SINGLE FAMILY (Mid)		01	Jnits @	\$	400,000.00	=	\$0	
	SINGLE FAMILY (Sml)		οι	Jnits @	\$	310,000.00	=	\$0	
	MISSING MIDDLE RES		32 E	Q Units	@\$	175,000.00	=	\$5,600,000	
	CLUBHOUSE		1 L	Jnits @	\$	150,000.00	=	\$150,000	
	DUPLEXES / VILLAS		οι	Jnits @	\$	200,000.00	=	\$0	
	MIXED USE		0 5	6.F. @	\$	30.00	=	\$0	
							TOTAL	\$5,750,000	
G.O. DEBT RA	TIO (95% VALUATION) =	\$	1,431,409	1	\$	5,462,500	=	26.20%	
CUMULATIVE	G.O. DEBT RATIO	\$	5,727,944	/	\$	102,530,479	=	5.59%	

13,441 \$

\$

NOTES

1) The majority of 126th Street is planned to be constructed with future development to the west, as such, costs for that portion are broken out as the west property's portion - By Others, the District's G.O. share as Future and the future specially assessed portion shown in the special assessment column as a place holder as a future assessment may not be allowed.

16,130

4) Paving of Schram Road is for a 2-lane road (north and center lanes) with a future third lane to be financed by a future development to the south. Phase 3 paving of Schram Road shall run from S 124th Street to S 126th Street.

5) Future signalization at S 126th Street and Schram Road to be constructed in the future with Ashbury Hills as the lead agent with reimbursement from adjacent developments

6) Park contribution to be used for amenities within the adjacent Ashbury Creek Park and has been included with Phases 2 & 3

7) Corrected any discrepancies in the sanitary sewer quantities

8) Section 4 is paved with Sections 1 - 3 of the initial Schram Road construction project with Phase 1. Phase 3 will reimburse Sarpy County for Ashbury Hills portion of this section of Schram.

#### **REVISION LOG:**

2/2/2018 Revised to account for City comments and changes to the phase lines

6/11/2018 Revised for updated layout with school lot

11/15/2018 Revised for updated layout, phase lines and City of Papillion comments

12/20/2018 Revised for phasing change and City comments

- 1/2/2019 Revised to include in lieu of valuation payment to specials and general obligation costs from the proposed PLV elementary school, corrected duplex lot count
- 1/13/2019 Small adjustment to Phase 1 / 2 sanitary sewer due to phasing, update to curb ramps in Phase 1, add'l hydrants in Phase 1
- 3/1/2019 Revisions made per City of Papillion Final Plat review and recommendations to the City Council for the Preliminary Plat.
- 4/12/2019 Corrected overlapping text
| PROJECT: | SANITARY SEWER (INTERIOR)          |                    |      |    |        |                  |
|----------|------------------------------------|--------------------|------|----|--------|------------------|
|          |                                    | APPROX.            |      |    | UNIT   |                  |
| NO.      | ITEM                               | QUANTITY           | UNIT |    | PRICE  | COST             |
| 1        | 8 INCH SANITARY SEWER PIPE         | 2,540              | L.F. | \$ | 32.00  | \$<br>81,280     |
| 2        | 6 INCH SANITARY SEWER PIPE 1       | 30                 | L.F. | \$ | 31.00  | \$<br>930        |
| 3        | 54 IN. I.D. SANITARY MANHOLE 12    | 170                | V.F. | \$ | 405.00 | \$<br>68,850     |
| 4        | CRUSHED ROCK BEDDING               | 40                 | TON  | \$ | 35.00  | \$<br>1,400.00   |
| 5        | CONNECT TO EXISTING SANITARY SEWER | 2                  | EA   | \$ | 500.00 | \$<br>1,000.00   |
|          | MISCELLANEOUS (+5%)                | 1                  | L.S. | +  | 5%     | \$<br>7,673.00   |
|          | TOTAL ESTIMATED                    | CONSTRUCTION COST: |      |    |        | \$<br>161,140.00 |

1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%)

2) G.O. COSTS			 	 
TOTAL	\$0.00	)		
3) MIXED USE SPECIALS				
8 INCH SANITARY SEWER PIPE	0	LF	\$ -	
6 INCH SANITARY SEWER PIPE	0	LF	\$ -	
54 IN. I.D. SANITARY MANHOLE ()	0	V.F.	\$ -	
CRUSHED ROCK BEDDING	0	TON	\$ -	
TOTAL			\$0.00	

\$222,380

PROJECT:

PAVING (INTERIOR RESIDENTIAL)

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	 COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	2,300	S.Y.	\$ 36.00	\$ 82,800
2	EARTHWORK SUBGRADE PREP - ROADS	767	C.Y.	\$ 3.10	\$ 2,377
3	5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	0	SF	\$ 3.20	\$ -
4	ADJUST MANHOLE TO GRADE	12	EA	\$ 285.00	\$ 3,420
5	SINGLE CURB RAMPS	8	EA	\$ 350.00	\$ 2,800
6	MARKINGS FOR PEDESTRIAN CROSSINGS	60	LF	\$ 10.00	\$ 600
7	STOP BARS	30	LF	\$ 5.00	\$ 150
8	CURB RAMP INSERTS(2'X4')	64	SF	\$ 25.00	\$ 1,600
9	STREET SIGNS	3	EA	\$ 635.00	\$ 1,905
10	TRAFFIC CONTROL SIGNS	3	EA	\$ 635.00	\$ 1,905
11	SEDIMENT BASIN MAINTENANCE	1	LS	\$ 10,000.00	\$ 10,000
	MISCELLANEOUS (+6%)	1	L.S.	6%	\$ 6,454.00
	TOTAL ESTIMATED CONSTRUCT	ION COST:			\$ 114,020

NOTES:

1) TOTAL DISTRICT COST W/ SOFT COSTS @ (38%)	\$ 157,350				
2) G.O. ITEMS					
7" PAVING(INTERSECTIONS)	0	SY	\$	-	
7" PAVING(OVERWIDTH)	0	SY	\$	-	
7" PAVING(OUTLOT FRONTAGE)	0	SY	\$	-	
5" PC CONC. WALK ALONG OUTLOT FRONTAGES(5' WIDE)	 0	SF	\$	-	-
EARTHWORK	0	CY	\$	-	
MARKINGS FOR PEDESTRIAN CROSSINGS	60	LF	\$	878	
STOP BARS	30	LF	\$	219	
SINGLE CURB RAMPS	8	EACH	\$	4,096	
CURB RAMP INSERTS(2'X4')	64	SF	\$	2,340	
STREET SIGNS	3	EACH	\$	2,787	
TRAFFIC CONTROL SIGNS	3	EACH	\$	2,787	
SEDIMENT BASIN MAINTENANCE	1	LS	\$	14,628	
G.O. TOTAL			S	27,740	

PROJECT:	PAVING (126TH STREET)						
		APPROX.		1	UNIT		
NO.	ITEM	QUANTITY	UNIT		PRICE		COST
1	ROW ACQUISITION (DEDICATION FROM DEVELOPMENT TO THE WEST)	3	AC	\$	35,000.00	\$	105,000.
2	8" P.C. CONCRETE PAVEMENT W/ INT. CURB	7,487	SY	\$	40.00	\$	299,480.
3	EARTHWORK SUBGRADE PREP	2,496	CY	\$	3.10	\$	7,736.
4	5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	2,325	SF	\$	3.20	\$	7,440.
5	5" PC CONC. WALK ALONG WEST OF PROPERTY LINE (5' WIDE)	10,660	SF	\$	3.20	\$	34,112.0
6	6" PC CONC. TRAIL ALONG EAST SIDE	25,025	SF	\$	4.00	\$	100,100.
7	SINGLE CURB RAMPS	0	EA	\$	350.00	\$	
8	MARKINGS FOR PEDESTRIAN CROSSINGS	30	LF	\$	10.00	\$	300.
9	STOP BARS	0	LF	\$	5.00	\$	
10	CURB RAMP INSERTS(2'X4')	0	SF	\$	25.00	\$	
11	STREET SIGNS	0	EA	\$	635.00	\$	
12	TRAFFIC CONTROL SIGNS	3	EA	\$	635.00	\$	1,905.
13	DRILL & GROUT #5 X 18" TIE BARS, 48" O.C. (AT SCHRAM)	6	EA	\$	25.00	\$	150.
14	TRAFFIC CONTROL - BARRICADING (AT SCHRAM)	1	LS	\$	5,000.00	\$	5,000.0
	MISCELLANEOUS (+5%)	1	L.S.	+-	5%	\$	28,062.
	TOTAL ESTIMATED CONST	RUCTION COST:				s	589,29

1) TOTAL DISTRICT COST W/ SOFT COSTS @

(38%) \$ 813,230 100% G.O. NON-REIMBURSABLE AND REIMBURSABLE

2) COST SHARING

SARPY COUNTY PARTICIPATION - NO PARTICIPATION EAST PROPERTY PARTICIPATION - COST OF PORTION ACROSS PROPERTY LINE (REIMBURSABLE)

222,410

\$

\$

ROW ACQUISITION (DEDICATION FROM DEVELOPMENT TO THE WEST)	2,920	SY	\$ 169,243
5" PC CONC. WALK ALONG OUTLOT FRONTAGES (5' WIDE)	10,660	SF	\$ 49,428
DRILL & GROUT #5 X 18" TIE BARS, 48" O.C. (AT SCHRAM)	3	EA	\$ 109
DRILL & GROUT #5 X 18" TIE BARS, 48" O.C. (AT SCHRAM)	0.5	LS	\$ 3,623

ASHBURY HILLS PARTICIPATION

590,820

PROJECT:	SECTION 4 - PAVING (SCHRAM R	OAD -	124th to 12	6th)		
			APPROX.	UNIT	UNIT PRICE	COST
NO.	ITEM		QUANTITY	UNIT		
1	Mobilization		1	LS	\$ 2,000.00	
2	Traffic Control		1	LS	\$ 4,000.00	
3	Clearing & Grubbing		1	LS	\$ 3,000.00	
4	Grading		4770	CY	\$ 3.00	
5	Subgrade Preparation		1326	CY	\$ 5.00	
6	Construct Culvert		0	LF	\$ 120.00	
7	Storm Sewer Improvements		1	LS	\$ 104,000.00	
8	Construct 9" P.C.C. Pavement (2 Lane - 27' Wide - Curbed Urban Section)		3,850	SY	\$ 49.00	
9	Construct 7" P.C.C. Pavement - Curb Return		126	SY	\$ 45.00	
10	Construct 6" P.C.C. Driveway, in place		789	SF	\$ 5.00	
11	vill & Grout #5 x 18" Tie Bars @ Ctrs., in place		0	EA	\$ 8.00	
12	Street Signs		0	LS	\$ 635.00	
13	Permanent Pavement Markings Solid		2554	LF	\$ 2.00	
14	Permanent Pavement Markings Skip		0	LF	\$ 1.25	
15	Seeding - NDOR mix, in place		1.5	AC	\$ 1,250.00	
16	Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal)		5,000	SY	\$ 1.50	
17	Silt Fence, in place		2,554	LF	\$ 2.50	
18 C	Curb Inlet Protection, in place		1	EA	\$ 200.00	\$ 200.00
				STRUCTION COS		
				NTINGENCY/INF		
				BABLE CONSTRU		
		ESTIM		ACQUISITION (		
				ERING, STAKING		
				AL, LEGAL & INT		
		ESTIN	IATED PAVE	MENT CONSTRU	CTION COST =	\$ 548,010.00
NOTE 1)	GRADING - (ITEMS: 1, 2, 3, 4, 15, 16 & 17)				GRADING CON	
	SARPY COUNTY PARTICIPATION - (33% EXCL. LEGAL/FISCAL/INTEREST)	\$	16,762	\$ 59,340.00	GRADING W/ S	OFT COSTS
	PROPERTY TO SOUTH PARTICIPATION - (33% + 50% OF LEGAL/FISCAL/INTEREST		21,289			
	ASHBURY HILLS PARTICIPATION - (33% + 50% OF LEGAL/FISCAL/INTEREST)	\$	21,289			
NOTE 2)	ROW ACQUISITION				ROW ACQUISI	
	SARPY COUNTY PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)	\$	4,860	\$ 11,470.00	ROW W/ SOFT	COSTS
	ASHBURY HILLS PARTICIPATION - (50% + 100% OF LEGAL/FISCAL/INTEREST)	\$	6,610			
NOTEA						
NOTE 3)	TRAIL - ASHBURY HILLS (10' - TRAIL)					
	CONSTRUCT 6" P.C.C. TRAIL - 10' WIDE (ASHBURY CREEK 2)		12767	SF CONST COST V	\$ 5.00	
			IOTAL TRAIL	CONSTCOSTV		\$ 97,000.00
NOTE 4)	2 LANE DOADWAY (ITEMO 5 0 7 0 0 40 44 40 42 44 40)			C 245 C40.00	CONSTRUCTIO	NICOST
NOTE 4)	2 LANE ROADWAY - (ITEMS: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18) SARPY COUNTY PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)	S	170 900	\$ 345,640.00		
	ASHBURY HILLS PARTICIPATION - (50% EXCL. LEGAL/FISCAL/INTEREST)	\$	401,380	\$ 477,200.00	CONST W/ 501	1 00313
	ASTOURT HILLS FARTICIPATION - (30% + 100% OF LEGAL/FISCAL/INTEREST)	3	401,380			
	SARPY COUNTY UPFRONT COST INCLUDING PROPERTY TO SOUTH	\$	215,731			
	ASHBURY HILLS PARTICIPATION - PHASE 2 INITIALLY PAID BY SARPY COUNTY	\$	429,279			
	ACTIVITY AND AND AND AND A TON FERALE 2 INTIALLY FAID BY SARET COUNTY		423,213			
					1	

					APPROX.		UNIT			
NO.	ITEM				QUANTITY	UNIT	PRICE		COST	
1	MOBILIZATION				1	LS	\$ 7,500.00	\$	7,500.00	
2	TRAFFIC CONTROL - BAR	RICADING			1	LS	\$ 15,000.00	\$	15,000.00	
3	CLEARING & GRUBBING				1	LS	\$ 10,000.00	\$	10,000.00	
4	GRADING / SUBGRADE PR	REPARATION			1	LS	\$ 20,000.00	\$	20,000.00	
5	CONSTRUCT 9" P.C.C. PAY	VEMENT (2 LANE URBAN S	ECTION - 27' WI	DE)	3,956	SY	\$ 40.00	\$	158,240.00	
6	CONSTRUCT 6" P.C.C. DR	IVEWAY, IN PLACE			800	SF	\$ 5.00	\$	4,000.00	
	CONSTRUCT 6" P.C.C. TR/	AIL (10' WIDE)			12,371	SF	\$ 4.00		49,484.00	
7	STORM SEWER PIPE				2,000	SF	\$ 55.00		110,000.00	
8	CURB INLETS				12	EA	\$ 3,300.00		39,600.00	
9	PERMANENT PAVEMENT	MARKINGS			1	LS	\$ 7,500.00		7,500.00	
10	SEEDING - TYPE NDOT MI	X, IN PLACE			2	AC	\$ 3,500.00		7,000.00	
11	PROVIDE & INSTALL TEMP	PORARY EROSION CONTRO	OL BLANKET (NA	AG SC 150 OR EQ	JAL) 6000	SY	\$ 15.00	\$	90,000.00	
12	SILT FENCE, IN PLACE				3,000	LF	\$ 2.25	\$	6,750.00	
					CONS	STRUCTION COS	ST SUBTOTAL =	= 525,074.00		
						CONTIN	GENCY (10%) =		52,507	
				E	STIMATED PROE	BABLE CONSTRU	JCTION COST =		577,590	
					ESTIMATED R.	O.W. ACQUISITIO	ON (2 ACRES) =		70,000.00	
					ENGINE	ERING, STAKING	& C.M. (17%) =		110,090	
						AL, LEGAL & INT			116,566	
					ESTIM	ATED TOTAL PRO	DJECT COST =		874,300	
		ASHBURY HILLS PARTICIP	PATION	\$ 437,150	1/2 OF TOTAL C	OSTS				
	7	SARPY COUNTY PARTICIP	PATION	\$ 437,150	1/2 OF TOTAL C	OSTS				

## PROJECT:

### SIGNALIZATION - S 126TH AND SCHRAM - FUTURE

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	COST
1	TRAFFIC SIGNAL S 126TH STREET AND SCHRAM ROAD	1	LS	\$ 200,000.00	\$ 200,000.00
		CONS	STRUCTION COS	ST SUBTOTAL =	\$ 200,000.00
		CO	NTINGENCY/INFI	LATION (10%) =	\$ 30,000.00
	E	STIMATED PROB	BABLE CONSTRU	JCTION COST =	\$ 230,000.00
	SID FEES, TRAFFIC				92,000.00
		ESTIMATED SIG	GNAL CONSTRU	CTION COST =	\$ 322,000.00
	AHSBURY HILLS PARTICIPATION (25%)	\$ 80,500			
	ENTITIES AT EACH OTHER CORNER OF THE INTERSECTION (25% * 3 = 75%)	\$ 241,500			
		\$ 322,000			

PROJECT:

ELECTRICAL SERVICE

				APPROX.		UNIT	
NO.	ITEM			QUANTITY	UNIT	PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY			4	LOTS	\$1,350.00	\$ 5,400.00
2	MISSING MIDDLE RESIDENTIAL & MIXE	D USE		3.857	ACRES	\$3,580.00	\$ 13,808.06
3	MIXED USE			3.432	ACRES	\$3,580.00	\$ 12,286.56
			TOTAL ESTIMATED CONSTRUCT	ION COST:			\$ 31,494.62
NOTES:							
	RICT COST W/ SOFT COSTS @	(32%)	\$41,580				
<ol><li>SINGLE FAM</li></ol>	MILY SPECIALS		\$7,130				 
3) MIXED RESI	DENTIAL SPECIALS		\$18,230				

3) MIXED RESIDENTIAL SPECIALS 4) EXTRA LOT ADDED FOR STORAGE GUARD HOUSE

	WATER (IN1									
					APPROX.		Τ	UNIT		
NO.	ITEM				QUANTITY	UNIT		PRICE		COST
1	INSTALL 16" WATER MAIN ALONG 126TH	HSTREET			2,634	LF	\$	60.00		\$158,04
2	INSTALL 12" WATER MAIN				0	LF	\$	45.00		\$
3	INSTALL 8" WATER MAIN				351	LF	\$	35.00		12,285.0
4	INSTALL 6" WATER MAIN				627	LF	\$	30.00		18,810.0
5	FIRE HYDRANT ASSEMBLY (COMPLETE)	)			6	EA	\$	2,800.00		16,800.0
6	8" GATE VALVE AND BOX				7	EA	\$	800.00		5,600.0
7	PRESSURE TESTING AND DISINFECTION	N			1	LS	\$	5,000.00		5,000.0
8	JACK / BORE CASING				80	LF	\$	160.00		12,800.0
9	MISC FITTINGS				1	LS	\$	1,000.00	\$	1,000.0
							-			
	MISCELLANEOUS (+5%)	1			1	L.S.	+	5%	e	3,001.0
	MISCELLANEOUS (+5%)	)		1	· · · · ·	L.3.	+-	576	- 3	3,001.0
		тот	AL ESTIMA	TED CONSTRUCT	ION COST:		_			\$233,34
OTES:										****
) TOTAL DIS	TRICT COST W/ SOFT COSTS @	(38%)		\$322,010						
	ION FOR LINES OVER 8"									
10.0. FURI						COST DIFFER	ENCF			
	16" WATER MAIN			2,634	LF	\$ 39,510				
	12" WATER MAIN			2,004	LF	\$ -				
					ED MAIN COST:		)			
				TOTAL OVERSIZ	LD MAIN COST.	9 00,010				
							-			
ROJECT:	WATER (EX	TERIOR)								
		,								
					APPROX.			UNIT		
NO.	ITEM				QUANTITY	UNIT		PRICE		COST
1	PIONEER MAINS				0	L.S.	\$	25,000.00	\$	-
					1000		-	60.00		76,920.0
2	INSTALL 16" WATER MAIN ALONG SCHR	RAM ROAD			1282	LF	\$		3	
2 3	INSTALL 16" WATER MAIN ALONG SCHR HYDRANTS, VALVES, FITTINGS, BORES,				1282		\$			
2 3	HYDRANTS, VALVES, FITTINGS, BORES,				1282	LF L.S.	\$	15,000.00		
	HYDRANTS, VALVES, FITTINGS, BORES,	, ETC			1282	L.S.			\$	15,000.0
		, ETC			1			15,000.00	\$	15,000.0
	HYDRANTS, VALVES, FITTINGS, BORES,	, ETC )	AL ESTIMA	L L TED CONSTRUCT	1	L.S.		15,000.00	\$	4,596.0
	HYDRANTS, VALVES, FITTINGS, BORES,	, ETC )	AL ESTIMA	L TED CONSTRUCT	1	L.S.		15,000.00	\$	4,596.0
3 NOTES:	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%	, ETC ) TOT	AL ESTIMA		1	L.S.		15,000.00	\$	4,596.0
3 NOTES:	HYDRANTS, VALVES, FITTINGS, BORES,	, ETC )	AL ESTIMA	TED CONSTRUCT \$133,200	1	L.S.		15,000.00	\$	4,596.0
3 NOTES: ) TOTAL DIS	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%	, ETC ) TOT	AL ESTIMA		1	L.S.		15,000.00	\$	4,596.0
3 NOTES: ) TOTAL DIS	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES	, ETC ) TOT (38%)		\$133,200	1	L.S.		15,000.00	\$	4,596.0
3 NOTES: ) TOTAL DIS	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%	, ETC ) TOT	AL ESTIMA		1	L.S.		15,000.00	\$	4,596.0
3 NOTES: ) TOTAL DIS	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES	, ETC ) TOT (38%)		\$133,200	1	L.S.		15,000.00	\$	4,596.0
3 IOTES: ) TOTAL DIS ) G.O. PORT	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET	, ETC ) (38%) 1282	LF	\$133,200	1	L.S.		15,000.00	\$	4,596.0
3 IOTES: ) TOTAL DIS ) G.O. PORT	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET	, ETC ) TOT (38%)	LF	\$133,200	1	L.S.		15,000.00	\$	4,596.0
3 NOTES: 1) TOTAL DIS 2) G.O. PORT	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET	, ETC ) (38%) 1282	LF	\$133,200	1 1 ION COST:	L.S.		15,000.00	\$	4,596.0
3 NOTES: ) TOTAL DIS 2) G.O. PORT PROJECT:	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA	, ETC ) (38%) 1282	LF	\$133,200	1 ION COST:	L.S.		15,000.00 5%	\$	15,000.0 4,596.0 96,520.0
3 NOTES: ) TOTAL DIS 2) G.O. PORT PROJECT: NO.	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TION OF WATER LINES 120TH STREET CAPITAL FA	, ETC ) (38%) 1282	LF	\$133,200	APPROX. QUANTITY	L.S. L.S.	\$	15,000.00 5%	\$ \$	15,000.0 4,596.0 96,520.0 COST
3 NOTES: 1) TOTAL DIS 2) G.O. PORT PROJECT: NO. 1	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TION OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY	, ETC ) (38%) 1282 ACILITIES CHA	LF	\$133,200	APPROX. QUANTITY 4	L.S. L.S. UNIT LOTS	\$	15,000.00 5% UNIT PRICE 2,400.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 0 6,520.0 0 96,520.0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
3 NOTES: 1) TOTAL DIS 2) G.O. PORT PROJECT: NO. 1 2	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED	, ETC ) (38%) 1282 ACILITIES CHA	LF	\$133,200	APPROX. QUANTITY 4 3.86	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 96,520.0 20,544.6
3 IOTES: ) TOTAL DIS ) G.O. PORT PROJECT: NO. 1 2 3	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS	, ETC ) (38%) 1282 ACILITIES CHA	LF	\$133,200 \$ 32,050.00	APPROX. QUANTITY 4	L.S. L.S. UNIT LOTS	\$	15,000.00 5% UNIT PRICE 2,400.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 9,600.0 29,544.6 23,011.5
3 IOTES: ) TOTAL DIS ) G.O. PORT PROJECT: NO. 1 2	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED	, ETC ) (38%) 1282 ACILITIES CHA	LF	\$133,200	APPROX. QUANTITY 4 3.86	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 9,600.0 29,544.6 23,011.3
3 IOTES: ) TOTAL DIS ) G.O. PORT PROJECT: NO. 1 2 3	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE ES CHARGE INCR	LF RGES EASE	\$133,200 \$ 32,050.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 29,540.0 29,544.0 23,011.1 2,486.2
3 NOTES: ) TOTAL DIS 2) G.O. PORT PROJECT: NO. 1 2 3	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE ES CHARGE INCR	LF RGES EASE	\$133,200 \$ 32,050.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 29,544.0 23,011.5 2,486.2
3 NOTES: 1) TOTAL DIS 2) G.O. PORT PROJECT: NO. 1 2 3	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE ES CHARGE INCR	LF RGES EASE	\$133,200 \$ 32,050.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 0 6,520.0 0 96,520.0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
3 NOTES: ) TOTAL DIS 2) G.O. PORT PROJECT: NO. 1 2 3 4	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS POTENTIAL FUTURE CAPITAL FACILITIE	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE ES CHARGE INCR TOT	LF RGES EASE	\$133,200 \$ 32,050.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 29,544.0 23,011.5 2,486.2
3 NOTES: ) TOTAL DIS ) G.O. PORT PROJECT: NO. 1 2 3 4 VOTES:	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5%) STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE ES CHARGE INCR	LF RGES EASE	\$133,200 \$ 32,050.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 29,544.0 23,011.5 2,486.2
3 NOTES: ) TOTAL DIS 2) G.O. PORT PROJECT: NO. 1 2 3 4	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS POTENTIAL FUTURE CAPITAL FACILITIE	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE S CHARGE INCR TOT (15%)	LF RGES EASE TAL ESTIMA	\$133,200 \$ 32,050.00 4% TED CONSTRUCT \$74,350	APPROX. QUANTITY 4 3.86 3.43 ON COST:	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 29,544.0 23,011.5 2,486.2
3 IOTES: ) TOTAL DIS ) G.O. PORT ) G.O. PORT PROJECT: PROJECT: NO. 1 2 3 4	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS POTENTIAL FUTURE CAPITAL FACILITIE STRICT COST W/ SOFT COSTS @	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE S CHARGE INCR TOT (15%)	LF RGES EASE AL ESTIMA	\$133,200 \$ 32,050.00 \$ 4% \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5	APPROX. QUANTITY 4 3.86 3.43 ON COST:	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000.0 4,596.0 96,520.0 96,520.0 96,520.0 29,540.0 29,544.0 23,011.1 2,486.2
3 OTES: ) TOTAL DIS ) G.O. PORT ) G.O. PORT ) OTES:	HYDRANTS, VALVES, FITTINGS, BORES, MISCELLANEOUS (+5% STRICT COST W/ SOFT COSTS @ TON OF WATER LINES 120TH STREET CAPITAL FA ITEM SINGLE FAMILY MISSING MIDDLE RESIDENTIAL & MIXED OUTLOTS POTENTIAL FUTURE CAPITAL FACILITIE	, ETC ) TOT (38%) 1282 ACILITIES CHA D USE S CHARGE INCR TOT (15%)	LF RGES EASE TAL ESTIMA	\$133,200 \$ 32,050.00 \$ 4% \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5	APPROX. QUANTITY 4 3.86 3.43 ON COST:	L.S. L.S. UNIT LOTS ACRES	\$	15,000.00 5% UNIT PRICE 2,400.00 7,660.00	\$ \$ \$ \$ \$ \$	15,000. 4,596. 96,520. 96,520. 29,520. 29,520. 29,540. 29,544. 23,011. 2,486.

ROJECT:	APPROX. QUANTITY         UNIT         PRICE           15" RCP         0         LF         \$         45.00         \$           18" RCP         325         LF         \$         48.00         \$           24" RCP         696         LF         \$         58.00         \$           30" RCP         579         LF         \$         75.00         \$           36" RCP         0         LF         \$         97.50         \$           42" RCP         0         LF         \$         130.00         \$           42" RCP         0         LF         \$         130.00         \$           48" RCP         0         LF         \$         130.00         \$           54" RCP         0         LF         \$         180.00         \$           54" RCP         0         LF         \$         180.00         \$           TYPE II AREA INLET         0         EA         \$         3,000.00         \$           TYPE II CURB INLET         5         EA         \$         3,200.00         \$           TYPE II CURB INLET         5         EA         \$         3,300.00         \$				
		APPROX		UNIT	
NO.	ITEM		UNIT	PRICE	COST
1	15" RCP	0	LF	\$ 45.00	\$
2	18" RCP	325	LF	\$ 48.00	\$ 15,6
3				\$ 58.00	
4	30" RCP	579	LF	\$ 75.00	\$ 43,4
5	36" RCP	0	LF	\$ 97.50	\$
6	42" RCP	0	LF	\$ 130.00	\$
7	48" RCP	0			\$
8	54" RCP	0	LF	\$ 180.00	\$
9	TYPE II AREA INLET	0	EA	\$ 3,000.00	\$
10	TYPE I CURB INLET	5	EA	\$ 3,200.00	\$ 16,0
11	TYPE III CURB INLET	4	EA	\$ 3,300.00	\$ 13,2
12	54" STORM SEWER MANHOLE (1)	5	VF	\$ 550.00	\$ 2,7
13	60" STORM SEWER MANHOLE (1)	5	VF	\$ 750.00	\$ 3,7
14	72" STORM SEWER MANHOLE (0)	0	VF	\$ 950.00	\$
15	84" STORM SEWER MANHOLE (0)	0	VF	\$ 1,100.00	\$
16	96" STORM SEWER MANHOLE (0)	0	VF	\$ 1,250.00	\$
17	18" RC FES	0	EA	\$ 650.00	\$
18	24" RC FES	0	EA	\$ 850.00	\$
19	30" RC FES	1	EA	\$ 1,100.00	\$ 1,1
20	36" RC FES	0	EA	\$ 1,450.00	\$
21	42" RC FES	0	EA	\$ 1,800.00	\$
22	48" RC FES	0	EA	\$ 2,100.00	\$
23	54" RC FES	0	EA	\$ 2,500.00	\$
24	RIP RAP	0	TN	\$ 35.00	\$
25	PCSWPP	0	LS	\$ 30,000.00	\$
26	CONNECT TO EXISTING STORM SEWER	1	EA	\$ 500.00	\$ 5
27	CONVERT MANHOLE TO CURB INLET	4	EA	\$ 1,500.00	\$ 6,0
28	SEDIMENT BASIN MAINTENANCE	0	LS	\$ 15,000.00	\$
	MISCELLANEOUS (+5%)	1	L.S.	5%	\$ 7,13
	TOTAL ESTIMA	ATED CONSTRUCTION COST:			\$ 149

NOTES:

1) TOTAL DISTRICT COST W/ SOFT COSTS @	(38%)	\$206,770	
Subtract over 48" Pipe Difference		\$0	
2) GENERAL OBLIGATION		\$206,770	
		•====	

47 UNITS 54 UNITS

146 UNITS 3.857 AC 37 UNITS

1 UNITS

8.806 AC

10 435 3.432 14.859 AC

# SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : DEVELOPER: AREA (ACRES) JURISDICTION: DATE ESTIMATED BY: PROJECT NO .:

ASHBURY HILLS SAMSON 155.39 PAPILLION 05/08/19 ZETTERMAN P2017.258.001

SINGLE FAMILY (Lg)
SINGLE FAMILY (Mid)
SINGLE FAMILY (Sml)
MISSING MIDDLE RES
DUPLEXES / VILLAS
CLUBHOUSE
COMMERCIAL
SCHOOL
SPORTS FIELD
OUTLOTS

68,894 SF Storage

11 Outlots

32 EQ Units

				BY OTHERS OR		SPECIAL		G.O.		G.O.		FUTURE	
ITEM	CONSTRCT.	-	TOTAL	S	ARPY CO		ASSESS.	R	EIMBURS.	N	ON-REIMB	G	EN. OBL.
SANITARY SEWER (INTERIOR)	\$ 1,590,090	\$	2,194,350	\$	-	\$	2,194,350	\$	-	\$	-	\$	-
PAVING (INTERIOR)	\$ 2,210,390	\$	3,050,350	\$	-	\$	2,329,160	\$	-	\$	721,190	\$	-
PAVING (GOLD COAST ROAD)	\$ 501,460	\$	692,020	\$	-	\$	294,880	\$	-	\$	397,140	\$	-
PAVING (126TH STREET)	\$ 624,010	\$	861,150	\$	-	\$	-	\$	222,410	\$	638,740	\$	-
PAVING (120TH STREET)	\$ 818,410	\$	1,129,900	\$	55,210	\$	-	\$	59,390	\$	1,015,300	\$	-
PAVING (SCHRAM ROAD - SECTION 3 - 120TH TO 124TH)	\$ 482,748	\$	683,920	\$	256,226	\$	-	\$	-	\$	427,694	\$	-
PAVING (SCHRAM ROAD - SECTION 4 - 124TH TO 126TH)	\$ 458,839	\$	645,010	\$	215,731	\$	-	\$	•	\$	429,279	\$	-
PAVING (FUTURE SIGNALIZATION S 120th and S 126th Streets and Schram Road)	\$ 450,000	\$	630,000	\$	472,500	\$	-	\$	-	\$	-	\$	157,500
WATER (INTERIOR)	\$ 1,477,580	\$	2,039,070	\$		\$	1,955,460	\$	-	\$	83,610	\$	-
WATER (EXTERIOR - SCHRAM ROAD)	\$ 385,630	\$	532,200	\$	-	\$	232,470	\$	173,880	\$	125,850	\$	-
CAPITAL FACILITIES CHARGES	\$ 965,280	\$	1,110,080	\$	-	\$	555,040	\$	•	\$	555,040	\$	-
UNDERGROUND ELECTRICAL	\$ 388,800	\$	638,600	\$	-	\$	638,600	\$	-	\$	-	\$	-
STORM SEWER	\$ 1,632,610	\$	2,253,010	\$	-	\$	-	\$		\$	2,253,010	\$	-
PARK CONTRIBUTION	\$ 100,000	\$	120,000	\$	-	\$	-	\$	-	\$	120,000	\$	-
REGIONAL PARK AND TRAIL CONTRIBUTION	\$ 100,000	\$	120,000									\$	120,000
1% REVIEW FEE	\$ 101,818	\$	122,181	\$	-	\$	61,091	\$	-	\$	61,091	\$	-
ELEMENTARY SCHOOL IN LIEU OF PAYMENTS						\$	(150,000)			\$	(1,100,000)		
TOTALS	\$ 12,287,664	\$	16,821,841	\$	999,667	\$	8,111,051	\$	455,680	\$	5,727,944	\$	277,50

ZONING:

SPECIALS SINGLE FAMILY PER UNIT (INCLUDING DUPLEXES & EQUIVALENT MISSING MIDDLE UNITS) = \$25.667.88

G.O. DEBT RA	TIO (95% VALUATION) =	\$ 5,727,944	1	\$ 102,530,479	=	5.59%
					TOTAL	\$107,926,820
	School Equivalent	0.00 E	EQ Units @	\$ 310,000.00	=	\$0
	COMMERCIAL	68,894 5	S.F. @	\$ 30.00	=	\$2,066,820
	CLUBHOUSE	1 L	Jnits @	\$ 150,000.00	=	\$150,000
	DUPLEXES / VILLAS	37 L	Units @	\$ 200,000.00	=	\$7,400,000
	MISSING MIDDLE RES	32 E	EQ Units @	\$ 175,000.00	=	\$5,600,000
	SINGLE FAMILY (Sml)	146 L	Jnits @	\$ 310,000.00	=	\$45,260,000
	SINGLE FAMILY (Mid)	54 L	Jnits @	\$ 400,000.00	=	\$21,600,000
VALUATION:	SINGLE FAMILY (Lg)	47 L	Jnits @	\$ 550,000.00	=	\$25,850,000

NOTES

1) The majority of 126th Street is planned to be constructed with future development to the west, as such, costs for that portion are broken out as the west property's portion - By Others, the District's G.O. share as Future and the future specially assessed portion shown in the special assessment column as a place holder as a future assessment may not be allowed.

2) School contribution to G.O. and Special Assessments will be based upon equivalent lot count value

3) Paving of Schram Road is for a 2-lane road (north and center lanes) with a future third lane to be financed by a future development to the south. Phase 1 paving of Schram Road shall run from S 4) Future signalization at S 120th Street and Schram Road to be constructed in the future with Ashbury Hills as the lead agent with reimbursement from adjacent developments

5) Regional park and trail contribution is for a future regional system around Hwy 370.
6) Park contribution to be used for amenities within the adjoining Ashbury Creek Park and has been included with Phases 2 & 3
7) Updated Phase 1 quantities for sanitary sewer based upon completed resolution of necessity

#### REVISION LOG:

12/17/2017 Revised to account for revised preliminary plat, phasing plan and City comments.

- 2/2/2018 Revised to account for City comments and changes to the phase lines
- 6/11/2018 Revised for updated layout with school lot
- 11/15/2018 Revised for updated layout, phase lines and City of Papillion comments
- 12/20/2018 Revised for phasing change and City comments
- 1/2/2019 Revised to include in lieu of valuation payment to specials and general obligation costs from the proposed PLV elementary school, corrected duplex lot count
- 1/13/2019 Small adjustment to Phase 1 / 2 sanitary sever due to phasing, update to curb ramps in Phase 1, add'l hydrants in Phase 1 3/1/2019 Revisions made per City of Papillion Final Plat review and recommendations to the City Council for the Preliminary Plat.
- 4/12/2019 Corrected overlapping text







# EXHIBIT L ASHBURY HILLS MIXED USE DISTRICT PERMITTED USES LIST

Key:

P = Use Permitted by Right N= Use Not Permitted

Use Types	Associated Housing Typologies (See Appendix D.)	ASF	MF	CR	SC
RESIDENTIAL USES				the states	
Condominium	<ul> <li>4 Pac</li> <li>Garden Court</li> <li>Flats</li> <li>Four-Plex</li> <li>Live-Work Rowtown</li> <li>Rowtown (6 or 7 Units)</li> <li>Walk Up Flats</li> </ul>	N	Ρ	N	N
Duplex Residential	<ul><li>Duplex</li><li>Duplex with Carriage</li></ul>	P	P	N	N
Multiple-Family Residential	<ul><li>4 Pac</li><li>Garden Court</li><li>Walk Up Flats</li></ul>	N	Р	N	N
Single-Family Residential (Attached)	Single-Family     (Attached)	P	Р	N	N
Single-Family Residential (Detached)	Single-Family     (Detached)	Р	N	N	N
Townhouse Residential	<ul> <li>Flats</li> <li>Four-Plex</li> <li>Live-Work Rowtown</li> <li>Rowtown (6 or 7 Units)</li> </ul>	N	P	N	N
Two-Family Residential	N/A	Р	P	N	N
COMMERCIAL USES					
Garden Center	N/A	N	N	P	N
Stables and/or Riding Academies	N/A	N	N	Р	N
Storage (Convenience) (Note 1)	N/A	N	N	N	P
Storage (Limited Access) (Note 1)	N/A	N	N	N	P
LIVE-WORK ACCESSORY COMMERCIAL USES (Note 2)					
General Office	Live-Work Rowtown	Ν	P	N	N
Medical Office (Type A)	Live-Work Rowtown	N	P	N	N

Business Support Services	Live-Work Rowtown	N	Р	N	N
Consumer Services	Live-Work Rowtown	N	Р	N	N
Personal Services	<ul> <li>Live-Work Rowtown</li> </ul>	N	Р	N	N

Note 1: Accessory Uses for Storage (Convenience) and Storage (Limited Access) shall include: (1) Outdoor Vehicular Storage as defined and regulated within Section 5(E)(2)(d) of Exhibit C and (2) Guard Shack/Office as defined and regulated within Section 5(E)(2)(d) of Exhibit C.

Note 2: Live-Work Accessory Commercial Uses shall be permitted as an accessory uses within a dwelling unit classified as a Live-Work Rowtown Unit. Such uses shall not be established as the primary use in the any zone.

2019-12331