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Clay J. Dowling

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REGISTER OF DEEDS



**GRANITE LAKE
SUBDIVISION AGREEMENT**

Stamped copies

THIS AGREEMENT made this 20th day of June, 2017, by and between **WOODLAND HOMES, INC.**, a Nebraska corporation (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 317 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "P-MRNRD"), and the **CITY OF PAVILLION**, a municipal corporation (hereinafter referred to as "CITY").

RECITALS:

DEVELOPER is the owner of the parcel of land described in Exhibit "A", attached hereto, except Outlot B, which is owned by P-MRNRD. Such area that is to be developed is within CITY's zoning and platting jurisdiction; and

DEVELOPER and P-MRNRD have requested CITY to approve a specific platting of the area to be developed, known as Granite Lake, as depicted in the Final Plat exhibit attached as Exhibit "B" (the "Development Area"); and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Definitions

- A. For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

- (1) **“Cost(s)” or “Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.
- (2) **“Dedicated Street(s)”** shall mean those areas, including curbing, turn lanes, and all corresponding concrete paving to be constructed, modified, or improved within: (1) that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit “B”, (2) Lincoln Road right-of-way, (3) Cornhusker Road right-of-way, and (4) any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area.
- (3) **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit “B”, including all Dedicated Streets.
- (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit “B”.
- (5) **“Frontage”** shall mean the entire length of the Development Area or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection.
- (6) **“Party”**, when capitalized, shall mean CITY, DEVELOPER, DISTRICT, or P-MRNRD, individually, and **“Parties”**, when capitalized, shall mean CITY, DEVELOPER, DISTRICT, and P-MRNRD, 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 improvements, betterments, contributions, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (12) **“Street Intersection(s)”** shall mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- (13) **“Warranted”** shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Section 2(A)(16), Section 2(A)(17), Section 5(A)(16), Section 5(A)(17), Section 10(R), Section 10(S), Section 10(T), and Section 12(A) of this Agreement, once certain criteria are met. Specifically, any such Public Improvement shall be considered Warranted as soon as either of the following occurs: (1) it is deemed so by a third-party review of a Traffic Impact Study or (2) CITY’s promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the construction and installation of such Public Improvement would likely mitigate said negative impact or prevent said negative impact from reoccurring.

Section 2 Public Improvements and Related Terms

- A. Public Improvements. The following Public Improvements and associated fees shall be required for the development of the Development Area:
- (1) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY’s Master Fee Schedule (“Master Fee Schedule”).
 - (2) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.

- (3) Dedicated Street Construction. Construction of all Dedicated Streets, as shown on the Streets and Walks exhibit attached as Exhibit "C" including improvements within the Lincoln Road and Cornhusker Road rights-of-way.
- (4) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading. In contrast, initial site grading shall be completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.
- (5) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. All Dedicated Street signage, traffic control signs, and traffic control devices required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices," but only if first approved in writing by CITY's Public Works Director or the City Engineer and only if located at a Street Intersection or related to the Development Area.
- (6) Electrical Power Service. The Electrical Power Service to be constructed and installed by the Omaha Public Power District ("OPPD") within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (7) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
- (8) Gas Distribution System. The "Gas Distribution System" to be constructed and installed by Black Hills Energy, Inc. within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- (9) Lighting System. The "Lighting System" for any Dedicated Streets to be constructed and installed by OPPD within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- (10) Reimbursements for Lincoln Road Improvements. Reimbursements for improvements to Lincoln Road that will be established in an Interlocal Cooperation Agreement for Lincoln Road Improvements pursuant to Section 10(M).
- (11) Sanitary Sewer Lines, Water Mains, and Appurtenances. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in Exhibit "D", pursuant to sanitary sewer and water plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.

- (12) Sediment Erosion Control and Detention (or Stormwater Detention). Permanent stormwater detention basins on and off site as shown in Exhibit "E". Permanent piping for sediment basin and detention ponds.
- (13) Sidewalks and Trails. The five foot (5') wide sidewalks within Cornhusker Road right-of-way, Lincoln Road right-of-way, Wittmus Drive right-of-way, and within the right-of-way abutting all outlots and the ten foot (10') wide trail within Wittmus Drive right-of-way, as shown in Exhibit "C".
- (14) Splash Park. A contribution to a regional splash park that is anticipated to be located southeast of the intersection of Wittmus Drive and Lincoln Road.
- (15) Storm Sewers, Inlets, and Appurtenances. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown in Exhibit "E".
- (16) Traffic Signal for Wittmus Drive and Cornhusker Road Intersection. A traffic signal located at the Wittmus Drive and Cornhusker Road intersection should such signal be deemed Warranted pursuant to Section 10(R) and Section 9(S).
- (17) Traffic Signal for Wittmus Drive and Lincoln Road Intersection. A traffic signal located at the Wittmus Drive and Lincoln Road intersection should such signal be deemed Warranted pursuant to Section 10(R) and Section 10(T).

Section 3

Standards, Authority, and Documentation

- A. Standards for Private Improvements and Public Improvements. DEVELOPER, DISTRICT, and their respective successors and assigns, as applicable, shall cause all Private Improvements and Public Improvements to be constructed, installed, and contributed to, as applicable, in accordance with the terms and conditions of this Agreement.
- B. Adherence and Construction Contracts. DISTRICT and DEVELOPER shall abide by, and incorporate into all of their construction contracts for the Private Improvements and Public Improvements, as applicable, the provisions required by the regulations of Sarpy County and CITY, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvements and Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for the Private Improvements and Public Improvements,

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

- C. Before Commencing Work on Public Improvements. Before commencing any work in connection with any individual Public Improvement, DEVELOPER or DISTRICT, as applicable, shall first:
- a. Make payment for all applicable fees due to CITY in relation to said construction and installation of said individual Public Improvement;
 - b. Obtain approval from Sarpy County and CITY, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement prior to DEVELOPER's or DISTRICT's execution of any such agreement(s) or plan(s), as applicable. Once DEVELOPER or DISTRICT obtains approval from Sarpy County and CITY, 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;
 - c. Obtain and file of record any permanent easements required by CITY for said individual Public Improvement, as applicable, if not located on or in dedicated public right-of-way. Public Improvements which may invoke this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to CITY and DISTRICT;
 - d. 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
 - e. Obtain final approval from CITY to commence the construction and installation of said Public Improvement.
- D. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way, DEVELOPER or DISTRICT, as applicable, shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-

of-way. In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER or DISTRICT, as applicable, shall provide said copies to CITY in a timely manner.

- E. No Credit of CITY. The Entire Cost of all Private Improvements and Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER or DISTRICT. The credit of CITY shall not be used for engineering, procurement, or construction of any betterments, Private Improvements, Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area.
- F. No Final Payment Until Approved. For any Public Improvement, DISTRICT or DEVELOPER, as applicable, shall forward all weekly construction tests and observation logs for the Public Improvement to the City Engineer. No final payment shall be made to the contractor for said Public Improvement until such final payment has been approved by the City Engineer.

Section 4

Use of DISTRICT Credit or Funds

- A. Use of DISTRICT Credit or Funds. The credit or funds of DISTRICT shall not be used for the construction of any improvements or facilities within the Development Area except those Public Improvements specified in this Agreement. By way of specification, and not by way of limitation, the Parties agree that DISTRICT shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility without approval by Resolution of City Council.
- B. The Cost of the Public Improvements. The Cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as agreed herein and as identified in Exhibit "F" attached hereto and incorporated herein by this reference as the Source and Use of Funds. In no case shall the actual total general obligation costs of DISTRICT exceed the amount shown as the approved total general obligation amount on the "Summary of Estimated Construction Costs" page of Exhibit "F" (the "Required Amount") at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the actual total general obligation costs to the Required Amount.
- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit "F", do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT agrees that such unexpended funds shall not be reallocated for any other Public Improvement or other expense without prior approval from CITY.

- D. Construction Overruns or Change Orders. Construction overruns, change orders, or both totaling ten percent (10%) or more of any individual contract, as described in Exhibit "F", shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the Entire Cost of the work may be added to the relevant construction contract and shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders. If the work is not approved by the City Administrator and the City Engineer, the Cost of the work shall be included in the statements of cost and specially assessed evenly against DISTRICT's assessable property or the cost of the work shall be privately financed.

Section 5

Apportionment of Costs and Related Terms

A. Apportionment of Costs and Additional Terms.

- (1) Capital Facilities Charges. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per lot basis for residential lots and a per acre basis for 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. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:

a. Lots 1 – 116, Outlots C–I. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$293,523.50 based on 117 single-family residential lots (specifically Lots 1 – 116 and Outlot I) at \$2,285 per lot (\$267,345.00) plus 4.1 acres of outlots at \$6,385 per acre (\$26,178.50).

b. Outlot A. DISTRICT and CITY agree that Capital Facilities Charges are being deferred for Outlot A because Outlot A is to be replatted into developable single-family residential lots as part of a future phase of Granite Falls North. Following City Council's approval of the final plat that replats Outlot A into developable single-family residential lots, CITY shall issue invoices for all applicable Capital Facilities Charges at rates established by the Master Fee Schedule at the time said final plat is approved by City Council. DISTRICT and CITY agree that one hundred percent (100%) of all such Capital Facilities Charges for Outlot A shall be paid within 90 days of the invoice issuance dates based on the lot configuration of the replat.

c. Outlot B. Outlot B shall be exempt from Capital Facilities Fees because Outlot B is designated to be developed by P-MRNRD as a regional detention basin to serve the West Papillion Watershed.

- ii. Special Assessments. Not less than fifty percent (50%) of gross 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 agrees to issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(A)(1)(i)(a) upon CITY's execution of this Agreement. CITY and DISTRICT agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY 60 days of the invoice issuance date. In the event that Capital Facilities Charges are not paid within 60 days of 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 the said charge not being remitted within 60 days of issuance of invoice shall be specially assessed or paid privately. Such cost differential shall not be a general obligation cost.
 - iv. Building Permits. Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full to CITY.
 - v. Construction Document Reviews. Parties acknowledge that CITY shall not accept or review any construction documents for any Public Improvements or Private Improvements for any water mains, water lines, and appurtenances located within the Development Area until after all applicable Capital Facilities Charges have been paid in full to CITY.
- (2) Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in 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) Dedicated Street Construction. One hundred percent (100%) of the Entire Cost of all concrete paving and street construction shall be paid by special assessment against the property specially benefited, except that the following Costs shall be borne by general obligation of DISTRICT:
- i. One hundred percent (100%) of the Cost of the concrete paving and construction of Street Intersections;

- ii. One hundred percent (100%) of the Cost differential for pavement thickness in excess of six 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 DISTRICT's Proportional Cost Share for improvements to Cornhusker Road and Wittmus Drive.

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

- (4) Dedicated Street Right-of-Way Grading. One hundred percent (100%) of the Entire Cost of street right-of-way grading, including Street Intersections, shall be privately financed by DEVELOPER. One hundred percent (100%) of the Entire Cost for coring of streets and backfilling shall be specially assessed against the property specially benefited within the Development Area, except that the Cost for coring and backfilling streets with a width in excess of twenty-five feet (25') inclusive of curb and gutters and Street Intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (5) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control signs, 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.
- (6) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the Omaha Public Power District ("OPPD") by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the property specially benefited within the Development Area or privately financed by DEVELOPER.
- (7) Emergency Vehicle Preemption. One hundred percent (100%) of the Cost of Emergency Vehicle Preemption device procurement and installation on the requisite traffic signal arm(s) 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.

(8) Gas Distribution System. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public gas utility by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the property specially benefited within the Development Area or privately financed by DEVELOPER.

(9) Lighting System. One hundred percent (100%) of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed within the boundaries of any Dedicated Street, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY, shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

(10) Reimbursement for Lincoln Road Improvements. One hundred percent (100%) of the DISTRICT's Proportional Cost Share for Lincoln Road Improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

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

- i. The Cost differential for the portion of sanitary sewers in excess of 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.
- iii. One hundred percent (100%) of the Entire Cost of the water main within Lincoln Road right-of-way.

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.

(12) Sediment Erosion Control and Detention (or Stormwater Detention). Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit "E". Permanent Detention Basins are initially used as Temporary Sediment Basins until such time

that the area draining into the basin is developed. DEVELOPER covenants and agrees that it 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 for 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 Granite Lake Homeowners Association 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.

- (13) Sidewalks and Trails. 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.
- (14) Splash Park. One hundred percent (100%) of the DISTRICT’s contribution to the splash park construction may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

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- (15) Storm Sewers, Inlets, and Appurtenances. One hundred percent (100%) of the Entire Cost of all storm sewers, inlets, and appurtenances shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, except that the Cost differential for the portion of the storm sewer in excess of a forty-eight 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-of-way, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.
- (16) Traffic Signal for Wittmus Drive and Lincoln Road Intersection. In the event that a traffic signal is deemed Warranted at the Wittmus Drive and Lincoln Road intersection, one hundred percent (100%) of DISTRICT’s Proportional Cost Share for the traffic signal at Wittmus Drive and Lincoln Road may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (17) Traffic Signal for Wittmus Drive and Cornhusker Road Intersection. In the event that a traffic signal is deemed Warranted at the Wittmus Drive and Cornhusker Road intersection, one hundred percent (100%) of DISTRICT’s Proportional Cost Share for the traffic signal at Wittmus Drive and Lincoln Road may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

Section 6

Privately Financed Public Improvements and Related Terms

- A. Privately Financed Public Improvements. DEVELOPER, at its sole discretion, may cause one or more of the Public Improvements to be installed and constructed at the sole Cost and expense of DEVELOPER (“Privately Financed Public Improvements” as defined in Section 1) in lieu of DISTRICT causing the installation and construction of such Public Improvements using the credit or funds of DISTRICT. In such an event, the following terms shall also apply:
- (1) Notice of Intent. DEVELOPER must provide written notice to CITY of its intent to privately install and construct the applicable Public Improvements.
- (2) Ownership and Maintenance. All such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.

- (3) Insurance. For any Privately Financed Public Improvement, DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the 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) Sole Cost of DEVELOPER. The Entire Cost of all Privately Financed Public Improvements shall be paid by, and be at the sole expense of DEVELOPER.
- (5) No Final Payment Until Approved. 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) All Other Public Improvement Requirements Shall Apply. All other requirements contained in this Agreement which relate to the acquisition, construction, and installation of the Public Improvements shall also apply unless explicitly stated otherwise.

Section 7

General Obligation Professional Services Fees

A. Professional Service Fees. Professional service fees paid on the actual general obligation construction costs of any DISTRICT project associated with the construction and maintenance of public utility lines and conduits, emergency management warning systems (including civil defense and storm warning systems), water mains, sanitary sewers, storm sewers, flood or erosion protection systems (including dikes and levees), sidewalks/trails, streets/roads/highways and traffic signals and signage, street lighting, power, public waterways/docks/wharfs and related appurtenances, and parks/playgrounds/recreational facilities (excluding clubhouses and similar facilities for private entities), landscaping and hardscaping shall be subject to the following:

- (1) DISTRICT's Engineer(s). DISTRICT's Engineer(s)' compensation shall be subject to the following:
 - i. For professional engineering, administration, construction, and coordinating services on projects with actual construction costs greater than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for

profit plus reimbursable costs. In no case shall the foregoing costs paid be greater than twenty-one percent (21%) of the actual general obligation construction costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.

- ii. For professional engineering, administration, construction, and coordinating services on projects with actual construction costs less than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall the foregoing costs paid be greater than twenty-five percent (25%) of the actual general obligation construction costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.
- iii. Professional engineering, administration, construction, and coordinating services shall include, but not be limited to, the cost for all services in connection with the preliminary and final surveys, geotechnical reports, preliminary and final design, redesign, cost estimates, bid document preparation, including preparation of plans and specifications, analysis and studies, recommendation of award, preparation of progress estimates, preparation of special assessments schedules and plats, certification of final completion, utility coordination, permitting (exclusive of permit fees), testing, construction or resident observation, construction staking, as-built record drawings and surveys, easement exhibits, and legal descriptions, and specialized sub-consultants, as may be necessary for the completion of the project.
- iv. Additional service fees may be considered and approved by the Mayor and City Council for any significant redesign work that is requested by CITY but only after final construction plans and procurement documents have been approved in writing by the City Engineer.
- v. Fees shall become due no earlier than at the time services are rendered and are approved by DISTRICT's Board of Trustees.

(2) DISTRICT's Attorney(s). DISTRICT's Attorney(s)' compensation shall be subject to the following:

- i. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than five percent (5%) of the actual project construction costs for all services in connection with the commencement, planning, advertisement, meetings, construction, completion of, and levy of special assessments for the construction of Public Improvements installed within DISTRICT. The percentage legal fee may not be charged against those costs associated with engineering fees, fiscal fees, testing, permit fees, or interest payments of DISTRICT.

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- ii. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than one-half of one percent (0.5%) for bond issuance or subsequent refinancing of DISTRICT on the gross amount of bonds issued.
 - iii. DISTRICT's Attorney(s)' legal fees shall become due no earlier than at the time construction fund warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
 - iv. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than two percent (2%) of the actual project construction costs for all services in connection with contract charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, Black Hills Energy, CenturyLink, Cox, etc. This shall include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by DISTRICT.
- (3) DISTRICT's Fiscal Agent(s). DISTRICT's underwriter(s) for the placement of warrants issued by DISTRICT, and municipal advisor(s) or other financial advisor(s) for services during construction, collectively, shall receive fees not to exceed five percent (5%) of warrants issued.
- i. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
- (4) Unwarranted or Excessive Costs. All costs not described within this Agreement or otherwise approved by CITY shall be considered unwarranted or excessive and shall be paid for privately or specially assessed evenly among all the assessable lots.
- (5) Interest on Construction Fund Warrants. Interest on construction fund warrants issued prior to the professional fee schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.
- (6) Contracts for Professional Services. DISTRICT shall incorporate the foregoing terms within this section, as applicable, into any contract for Professional Services contemplated herein.

Section 8

Covenants, Representations, and Acknowledgments by CITY

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

- (1) CITY and its departments shall reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public

Improvements following the execution of this Agreement and submittal of required documents.

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

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

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

Section 9

Covenants, Representations, and Acknowledgments by DISTRICT

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

- (1) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.
- (2) Invoices. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
- (3) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit "F". No bid

authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.

- (4) Prohibitions on Contracts and Payments. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.
- (5) Easements. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the City Engineer.
- (6) Itemization. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer that details the itemized split of DISTRICT's general obligation and special assessment costs.
- (7) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the Public Improvements, associated with each respective phase, as described in Section 12, that are subject to special assessment, by DISTRICT's Board of Trustees or Administrator. All such special assessments shall be levied within eighteen (18) months after commencement of construction or as otherwise provided by Neb. Rev Stat. § 31-751.
- (8) Outlots. No special assessments shall be assessed against any outlot or dedicated park land, with the exception of Outlot I which will be utilized for temporary secondary access but converted to a single family lot at such time as the secondary access is not necessary. Costs associated with Public Improvements adjacent to or within an outlot (not deemed to be dedicated park land) shall not be borne by general obligation cost, except as provided in Section 5. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.
- (9) Prior to Notice of Special Assessments. Prior to publishing notice for any hearing of DISTRICT to be held for the purpose of equalizing or levying special assessments against property specially benefitted 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) Annual Tax Levy. DISTRICT shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for Public Improvements, but in no event shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through the year that all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt.
- (11) Cash Flow Projections. On or about October 1 of each year following the issuance of DISTRICT bonds, DISTRICT shall cause the delivery of the following information to the City Finance Director for review and approval: a cash flow projection by year for the entire term of the indebtedness. The cash flow projection shall include, but not be limited to, existing and projected taxable

valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of DISTRICT. DISTRICT shall adopt tax rate levies sufficient to fund the succeeding years' general and bond fund projected obligation as required in the cash flow projections.

- (12) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- (13) Notice and Production of Proposed Budgets. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.
- (14) Notice of Bankruptcy Filings. DISTRICT warrants that it shall provide CITY with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and DISTRICT shall also provide to CITY actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.
- (15) CITY Approval for Refinancing. The general obligation of DISTRICT shall not be refinanced without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (16) Reimbursement Delays. Any delay in satisfying a reimbursement obligation, as contemplated herein, shall only be permitted if reasonable under the totality of DISTRICT's circumstances, as determined by CITY. Any such delay shall not constitute a relief of DISTRICT's reimbursement responsibility.
- (17) ADA Ramp Curb Drops. DISTRICT shall be responsible for providing curb drops for ADA ramps at all Street Intersections as part of the final construction drawings.
- (18) As-Built Drawings. DISTRICT shall provide as-built drawings on state plane coordinates for all utilities owned and located within the Development Area to CITY. Such as-built drawings shall be provided to CITY as both PDF and Auto-CAD files in addition to hard copy.

Section 10

Other Terms and Obligations

- A. Boundary of DISTRICT. The Parties agree that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit "B", excluding Outlots A and B, prior to the execution of this Agreement. Future modifications to the boundary of DISTRICT shall comply with Section 12(B) of this Agreement.

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- B. Building Permits. Building permits shall not be issued for any building until the construction and installation of all requisite Public Improvements to service Granite Lake is complete, excluding the Gas Distribution System and Electrical Power Service.
- C. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Development Area that address street creep/driveway binding on curved streets and provide for over lot drainage. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.
- D. Discharge Permits in Papillion's Wastewater Service Area. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the Development Area. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements shall be in collaboration with and by the written approval of CITY.
- E. Easements.
- (1) Recording. DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement contemplated within this Agreement, or otherwise required by CITY.
 - (2) Copies to CITY. DEVELOPER shall provide copies of all easements to CITY immediately after they are recorded.
 - (3) Rights and Terms. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
 - (4) To CITY's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY.
 - (5) Separate Instruments. DEVELOPER agrees to dedicate all easements identified in Exhibit "B" by separate instruments rather than relying upon the Final Plat.
 - (6) Off-Site Easements for Sewer and Water. DISTRICT shall have the right to acquire any off-site easements necessary to construct its sanitary sewer system or to connect to CITY's water system (the "Off-site Sewer and Water Easements") as contemplated by this Agreement, provided that such off-site sewer and water lines are generally located as depicted on Exhibit "D". CITY acknowledges that DISTRICT shall have the ability to acquire Off-site Sewer and Water Easements by a number of different methods pursuant to Neb. Rev. Stat. § 31-736, subject to CITY's approval. Such acquisition, if carried out by DISTRICT, shall be subject to the following terms:
 - 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 any Off-site Sewer and Water Easements.

- ii. The acquisition of any Off-site Sewer and Water Easements 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 any Off-site Sewer and Water Easements, as contained herein, shall be for the express limited purpose of ensuring that: (1) all necessary easements are acquired to provide the requisite connections to the CITY's sanitary sewer and water systems before the construction of any Public Improvements is approved and (2) such easements, once acquired, are prepared and filed in a form satisfactory to CITY pursuant to Section 10(E)(4).
- iii. In the event that DEVELOPER's or DISTRICT's acquisition of any Off-site Sewer and Water Easements 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 14(J).

F. Fees.

- (1) Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.
- (2) Review Fee for Improvements by DEVELOPER. It is mutually agreed that DEVELOPER shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of the invoice issuance date.
- (3) Watershed Fees. All new building permits shall be subject to the Watershed Fee as provided for in the Papillion Master Fee Schedule and as agreed to by the Papillion Creek Watershed Partnership. Such fee shall be calculated based on a per 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.

- (4) Not an Exhaustive List. 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.

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

H. Future Interlocal Agreement(s). Upon creation of any Sanitary and Improvement District on an adjoining property, DISTRICT agrees to enter into any Interlocal Agreement(s) with CITY and such Sanitary and Improvement District(s) to provide for the reimbursement of expenses related to Public Improvements that benefit the DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT'S municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT'S circumstances and shall not constitute a relief of DISTRICT'S reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.

I. Improvements to Cornhusker Road.

- (1) DISTRICT shall attempt to enter into an Interlocal Cooperation Agreement with Sarpy County and any other interested political subdivision to establish DISTRICT's reimbursement for Cornhusker Road Improvements abutting the Development Area (the "Cornhusker Road Agreement"). In the event that the Cornhusker Road Agreement is not executed or the Cornhusker Road Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit "F", then any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit "F" shall be privately financed by DEVELOPER.

- (2) DISTRICT may delay construction of the Public Improvements to Cornhusker Road identified in Exhibit "C" until the other Public Improvements for Phase 3 are constructed.

J. Improvements to Wittmus Drive. DISTRICT shall attempt to enter into an Interlocal Cooperation Agreement with Sarpy County to establish DISTRICT's reimbursement for Wittmus Drive Improvements abutting the Development Area (the "Wittmus Drive Agreement"). In the event that the Wittmus Drive Agreement is not executed or the Wittmus Drive Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit "F", then any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit "F" shall be privately financed by DEVELOPER.

K. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, and assigns shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. DISTRICT and CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.

L. One Call Services.

(1) The Parties mutually agree that CITY shall provide public water main and sanitary sewer line locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT agrees to timely pay to CITY a corresponding fee at the rate established by the Master Fee Schedule, as invoiced by CITY, for locates that are reasonably required and performed by CITY within the Development Area as received over the One Call System.

(2) CITY shall invoice DISTRICT for the required payment for services on an annual basis and DISTRICT shall have 30 days in which to make payment after receiving 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.

M. Reimbursement for Lincoln Road Improvements. DISTRICT shall attempt to enter into an Interlocal Cooperation Agreement with Sarpy County and any other interested political subdivision to establish DISTRICT's reimbursement for Lincoln Road Improvements abutting the Development Area (the "Lincoln Road Agreement"). In the event that the Lincoln Road Agreement is not executed or the Lincoln Road Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit "F", then any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit "F" shall be privately financed by DEVELOPER.

N. Right-of-Way Grading. All rights-of-way shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way.

O. Secondary Access to Phase 1. DEVELOPER agrees to install a temporary secondary access to Phase 1. Outlot I shall be dedicated for use as a temporary secondary access to Phase 1 until such time that (1) S 106th Street is connected to Cornhusker Road and (2) Cornhusker Road is improved between S 106th Street and the termination point west of to provide a secondary access to Phase 1. Such temporary access shall be all weather surfaced as specified by the City Engineer and shall be installed at the sole expense of DEVELOPER. The Parties agree that the temporary access may be gated because the primary function of the temporary access is to provide access to emergency vehicles in the event that primary access to the Development Area is inaccessible. DEVELOPER shall provide a knox box or similar access box, as specified by the Papillion Fire Chief,

at the gate to allow emergency vehicles to use the temporary secondary access. At such time that a permanent secondary access is available, DEVELOPER shall be responsible for removal of the temporary access on Outlot I. Such removal shall be completed within six (6) months of the City Engineer determining that the permanent secondary access has been established and shall be the sole financial responsibility of DEVELOPER. DISTRICT's funds shall not be used for removal of the secondary access. Upon removal of the temporary secondary access, DEVELOPER shall replat Outlot I into a buildable lot, which CITY acknowledges is contemplated by this Agreement and such replat may be approved administratively by CITY.

- P. Splash Park Contribution. DISTRICT may delay the contribution to the Splash Park until the Public Improvements for Phase 3 are constructed.
- Q. Temporary Street Termination. The Parties agree that Wittmus Drive and S 106th Street will temporarily terminate as shown on Exhibit "C". DISTRICT and DEVELOPER agree to improve the portions of said Wittmus Drive and S 106th Street rights-of-way that are being dedicated but not improved as part of Phase 1 with the improvements associated with future Phase 2 and Phase 3, respectively.
- R. 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 Wittmus Drive and Lincoln 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 request made by the City Administrator or the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be requested or conducted.
 - (2) DISTRICT shall timely reimburse CITY for the Cost of contracting a third-party review of every Traffic Impact Study that is submitted to CITY pursuant to this Agreement. Said third-party review shall be conducted by a third-party reviewer of CITY's choosing.
- S. Traffic Signal for Wittmus Drive and Cornhusker Road. In the event that a traffic signal is deemed Warranted at Wittmus Drive and Cornhusker 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 any Sanitary and Improvement District that abuts and will be served by the intersection of Wittmus Drive and Cornhusker Road or by any private developer(s) of the property that abuts and will be served by the intersection of Wittmus Drive and Cornhusker Road.
- T. Traffic Signal for Wittmus Drive and Lincoln Road. In the event that a traffic signal is deemed Warranted at Wittmus Drive and Lincoln Road, DISTRICT shall be responsible for 100% of the Proportional Cost Share of the traffic signal and intersection

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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 any Sanitary and Improvement District that abuts and will be served by the intersection of Wittmus Drive and Lincoln Road or by any private developer(s) of the property that abuts and will be served by the intersection of Wittmus Drive and Lincoln Road.

- U. Vacation of 108th Street Right-of-Way. The Parties acknowledge that 108th Street is intended to be vacated in the future. Further, the Parties acknowledge that the right-of-way for 108th Street within the Development Area is intended to preserve the current alignment of 108th Street until such time that the following street improvements are completed: (i) Lincoln Road from 96th Street to 114th Street, (ii) Wittmus Drive from Lincoln Road to Cornhusker Road, and (iii) Cornhusker Road from Wittmus Drive to 114th Street. Upon completion of the foregoing street connections, CITY agrees to cooperate with any request made by DEVELOPER and P-MRNRD to vacate 108th Street.
- V. Wastewater Service Agreement Exhibits. DEVELOPER shall be responsible for providing all exhibits required for the amendment to CITY's Wastewater Sewer Agreement with the City of Omaha as requested by CITY.

Section 11

Outlots in Private Ownership

- A. Maintenance of Outlots. DEVELOPER shall be responsible for maintaining any outlot(s) within the Development Area, forming an association to maintain said outlot(s), or transferring ownership of said outlot(s) to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership.
- B. Prohibition against Construction and Transfer of Title to Outlots. No building(s) shall be constructed on any outlot(s) within the Development Area. If DEVELOPER retains ownership of any outlot within the Development Area, DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation or other transfer of said outlot(s) to any entity other than the Granite Lake Homeowners Association, DEVELOPER shall provide written notice to the transferee of the forgoing restriction which prohibits the construction of any buildings on any outlots within the Development Area. Further, DEVELOPER shall provide CITY with notice of such intended transfer and a copy of the written notice that DEVELOPER provided to the transferee that no buildings can be constructed on said outlot.
- C. Property Taxes. DEVELOPER agrees to pay all property taxes due for any outlot(s) owned by DEVELOPER, and DISTRICT agrees to pay all property taxes due for any

outlot(s) owned by DISTRICT, in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale. DEVELOPER and DISTRICT agree that ownership of Outlot A and Outlots C through F, inclusive, and all easements rights owned by DEVELOPER and DISTRICT within the Development Area, shall be either maintained by DEVELOPER or transferred to the Granite Lake Homeowners Association prior to annexation by CITY.

Section 12

Phasing of Public Improvements

- A. Phasing. CITY, DEVELOPER, and DISTRICT acknowledge that Granite Lake is being final platted in phases as shown on Exhibit "G" ("Phase 1", "Phase 2", and "Phase 3", respectively). Phase 1 Public Improvements shall be installed within one (1) year of the date hereof, with the exception of those improvements identified in Section 10 as to be deferred until a future phase or until Warranted. In the event that Phase 2 or Phase 3 are not platted as contemplated and are developed by an entity other than DEVELOPER, DEVELOPER and DISTRICT agree to 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. In the event that an applicable Public Improvement is deemed Warranted, DEVELOPER and DISTRICT agree to immediately cause the financing and construction of such Public Improvement regardless of the phasing of the said Public Improvement.
- B. Annexation of Subsequent Phases. DEVELOPER and DISTRICT agree that the subsequent phases of Granite Lake shall be annexed into DISTRICT's boundary at such time that DEVELOPER requests approval for the final plat(s) for such phases.

Section 13

Annexation

- A. Annexation Notice. Any time subsequent to when DISTRICT is put on written notice by CITY that CITY is conducting an investigation to determine the feasibility of annexing said DISTRICT, then DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget, without first obtaining permission from CITY, which permission may only be granted by a majority vote of those members elected or appointed to City Council.
- B. Property Owners Association. DEVELOPER agrees to cause the formation of a Property Owners Association ("the Granite Lake Homeowners Association") prior to the annexation of DISTRICT by CITY. This provision shall not be construed as a limitation on CITY's annexation authority, but rather as an obligation assumed by DEVELOPER.

- C. Obligations upon Annexation. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:
- (1) Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written accounting in the case of a partial annexation of the Development Area;
 - (2) Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property, and property rights of every kind, as well as contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
 - (3) Within ninety (90) days, DISTRICT agrees it shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
 - (4) That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements, as authorized in Section 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. Partial Annexation. The Parties mutually agree that in the event CITY annexes any part of the Development Area, and said annexation does not include the entire territory of DISTRICT, then a division of assets and liabilities of said DISTRICT in connection with such partial annexation of DISTRICT shall be made on the basis of an equitable apportionment of the assets and liabilities of DISTRICT attributable to the area annexed by CITY, and CITY shall not be required to assume in connection with such partial annexation any indebtedness of such DISTRICT which is attributable to Public Improvements in or expenses incurred in connection with areas other than the area so annexed by CITY.

Upon completion of a partial annexation of the Development Area, DISTRICT agrees to provide CITY with all books, records, paper, property and property rights of every kind, contracts, obligations and choses in action of every kind held by or belonging to

DISTRICT, which are specifically related to that portion of the Development Area so annexed.

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

Section 14

Miscellaneous Provisions

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 14(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. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- D. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- E. Governing Law. The Parties to this Agreement shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- F. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.

- G. Related Contract(s) Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. No Waiver of Regulations. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.
- I. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- J. Indemnity. DEVELOPER and DISTRICT agree to defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, 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 the development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY, excluding any injuries resulting from the subdivision layout and design of the Development Area. 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 by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents.
- (5) 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 the subdivision layout and design of the Development Area by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents, which results in the constructive taking of another individual's or entity's property or an allegation of the same.
- (6) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way 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.
- K. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY's sole discretion.
- L. Entire Agreement. This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- M. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by DEVELOPER, DISTRICT, and CITY; P-MRNRD's authorization shall only be required if said modification or amendment includes development costs or Public Improvements or Private Improvements which relate directly to Outlot B. 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. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

- | | |
|--------------------|---|
| (1) For DEVELOPER: | Woodland Homes, Inc.
11205 S 150 th Street, Suite 100
Omaha, NE 68138
Attn: Gerald L. Torczon, President |
| (2) For DISTRICT: | Sanitary and Improvement District
No. 317 of Sarpy County, Nebraska
c/o PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Attn: John Bachman |
| (3) For P-MRNRD: | Papio-Missouri River Natural Resources District
8901 S 154 th Street
Omaha, NE 68138
Attn: John Winkler, General Manager |
| (4) 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. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- P. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- Q. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown
Nicole Brown, City Clerk

By [Signature]
David P. Black, Mayor

CITY SEAL



SANITARY AND IMPROVEMENT DISTRICT
NO. 317 OF SARPY COUNTY, NEBRASKA

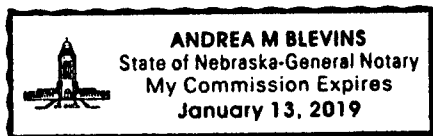
By *Gerald L. Torczon*
Gerald L. Torczon, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, Chairman of Sanitary and Improvement District No. 317 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this 19th day of June, 2017.

Andrea M. Blewins
Notary Public



Ah

Woodland Homes, Inc., a Nebraska corporation

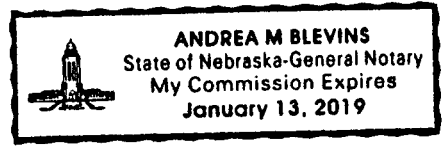
By *Gerald L. Torczon*
Gerald L. Torczon, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

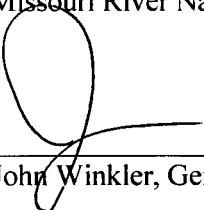
Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, President of Woodland Homes, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 19th day of June, 2017.

Andrea M. Blevins
Notary Public



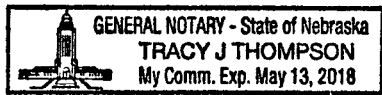
Papio-Missouri River Natural Resources District

By 
John Winkler, General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came John Winkler, General Manager of Papio-Missouri River Natural Resources District, a political subdivision of the State of Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such political subdivision.

Witness my hand and Notarial Seal this 8 day of June, 2017.




Notary Public

Aj

**SUBDIVISION AGREEMENT
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

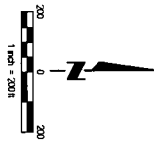
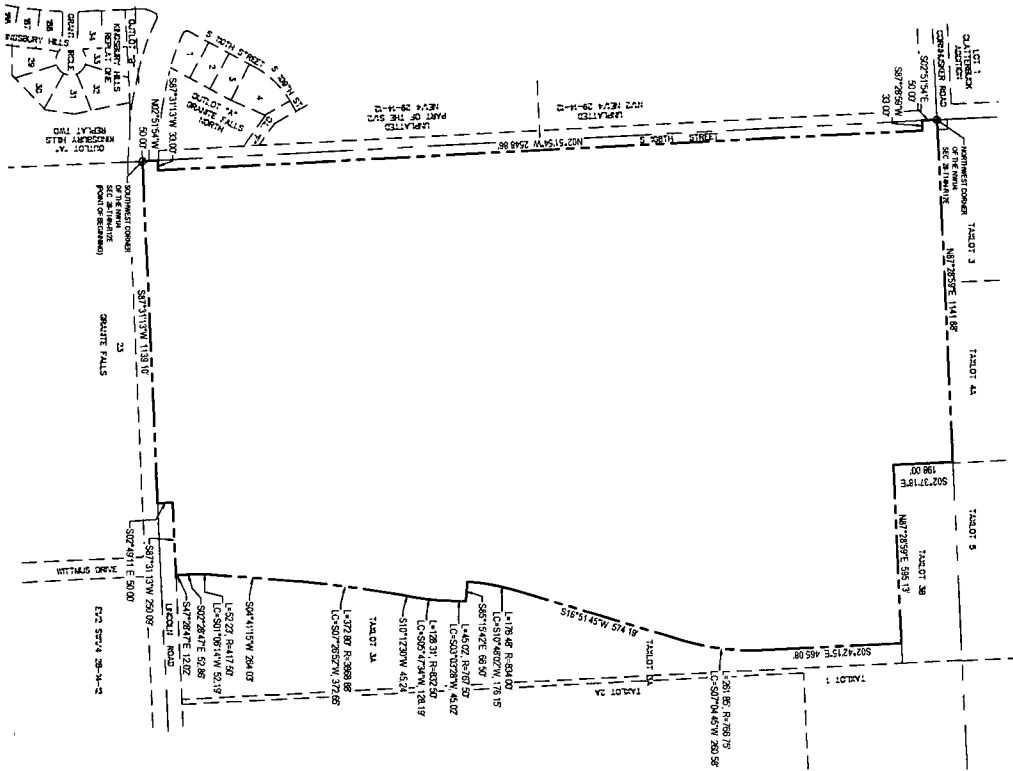
SECTIONS:

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

EXHIBITS:

A	Legal Description with Metes and Bounds
B	Final Plat
C	Streets and Walks
D	Sanitary Sewer and Water Lines
E	Erosion Control and Storm Sewers
F	Source and Use of Funds
G	Phasing

LOTS 1 THRU 116, INCLUSIVE
AND OUTLOTS "A" THRU "I" INCLUSIVE,
GRANITE LAKE



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P2014-562-001	
Date	Description
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1" = 200'	
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1 of 1	

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1 THRU 116 INCLUSIVE
AND OUTLOTS "A" THRU "I" INCLUSIVE
GRANITE LAKE
PAPILLON NEBRASKA



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Phone 402.895.4700 • Fax 402.895.3599
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AL

LOTS 1 THRU 116, INCLUSIVE
AND OUTLOTS "A" THRU "I" INCLUSIVE,
GRANITE LAKE

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 4 AND 5, AND PART OF TAX LOT 3A, SAID TAX LOTS LOCATED IN PART OF THE NE 1/4 OF THE NW 1/4, PART OF THE SE 1/4 OF THE NW 1/4, PART OF THE SW 1/4 OF THE NW 1/4, PART OF THE NW 1/4 OF THE NW 1/4 ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF NW 1/4 OF SAID SECTION 28, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 5; THENCE N02°51'54"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NW 1/4 OF SECTION 08, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 5, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE N87°31'13"E ALONG SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD AND THE EAST RIGHT-OF-WAY LINE OF 108TH STREET; THENCE N02°51'54"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 2,565.86 FEET; THENCE S87°28'59"W, A DISTANCE OF 33.00 FEET TO A POINT ON SAID WEST LINE OF THE NW 1/4 OF SECTION 08, SAID LINE ALSO BEING THE SAID WEST LINE OF TAX LOT 5; THENCE N02°51'54"W ALONG SAID WEST LINE OF THE NW 1/4 OF SECTION 08, SAID LINE ALSO BEING THE SAID WEST LINE OF TAX LOT 5, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TAX LOT 3, A TAX LOT LOCATED IN SAID SECTION 21, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 28; THENCE N87°28'59"E ALONG THE NORTH LINE OF SAID TAX LOTS 4 & 5, SAID LINE ALSO BEING THE SOUTH LINE OF SAID TAX LOT 3 & TAX LOT 4A, SAID TAX LOTS LOCATED IN SAID SECTION 21, SAID LINE ALSO BEING THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1,141.88 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 3B, A TAX LOT LOCATED IN SAID SECTION 28; THENCE S02°37'18"E ALONG THE EAST LINE OF SAID TAX LOT 4, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 3A, A DISTANCE OF 198.00 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 3A, SAID LINE ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 3B, A DISTANCE OF 128.31 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°47'34"W, A DISTANCE OF 3,868.88 FEET, A CURVE TO THE RIGHT WITH A RADIUS OF 128.31 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 766.75 FEET, A DISTANCE OF 261.85 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S07°04'45"W, DISTANCE OF 260.58 FEET; THENCE S16°51'45"W, A DISTANCE OF 574.19 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 834.00 FEET, A DISTANCE OF 176.48 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S10°48'02"W, DISTANCE OF 176.15 FEET; THENCE S85°19'42"E, A DISTANCE OF 66.50 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 767.50 FEET, A DISTANCE OF 45.02 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S03°03'28"W, DISTANCE OF 45.02 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 832.50 FEET, A DISTANCE OF 128.31 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°47'34"W, A DISTANCE OF 128.19 FEET; THENCE S10°12'30"W, A DISTANCE OF 45.24 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 3,868.88 FEET, A DISTANCE OF 372.65 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S07°26'52"W, DISTANCE OF 372.65 FEET; THENCE S04°41'15"W, A DISTANCE OF 264.03 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 417.50 FEET, A DISTANCE OF 52.23 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S01°06'14"W, DISTANCE OF 52.19 FEET; THENCE S02°28'47"E, A DISTANCE OF 52.86 FEET; THENCE S47°28'47"E, A DISTANCE OF 12.02 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE S87°31'13"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 250.09 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 3A, SAID POINT IS ALSO BEING ON THE EAST LINE OF SAID TAX LOT 4; THENCE S02°49'11"E ALONG SAID EAST LINE OF TAX LOT 4, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 4, SAID POINT ALSO BEING ON SAID SOUTH LINE OF THE NW 1/4 OF SECTION 28; THENCE S87°31'13"W ALONG THE SOUTH LINE SAID TAX LOT 4 & 5, SAID LINE ALSO BEING SAID SOUTH LINE OF THE NW 1/4 OF SECTION 28, A DISTANCE OF 1,139.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,965,599 SQUARE FEET OR 90,808 ACRES MORE OR LESS.

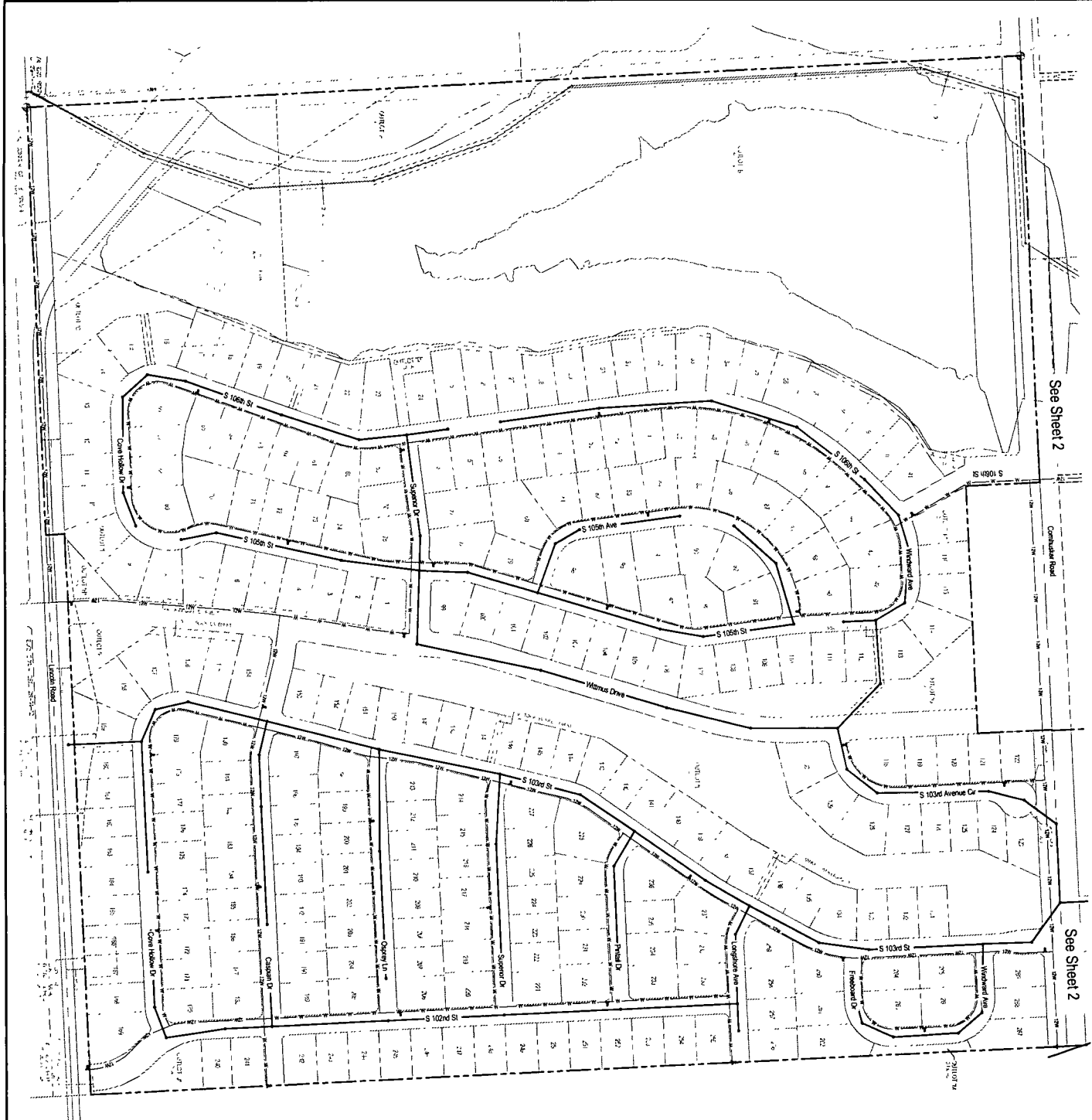
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Sheet	1 of 1	

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1 THRU 116, INCLUSIVE
AND OUTLOTS "A" THRU "I" INCLUSIVE
GRANITE LAKE
PAPILLON NEBRASKA

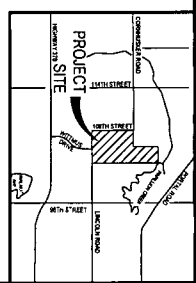
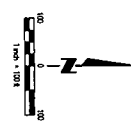


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Phone 402.895.4700 • Fax 402.895.3599
www.eaeg.com



See Sheet 2

See Sheet 2



- LEGEND**
- PROPOSED SANITARY SEWER
 - EXISTING SANITARY SEWER
 - PROPOSED WATER MAIN
 - EXISTING WATER MAIN
 - PROPOSED FIRE PROTECTION
 - EXISTING FIRE PROTECTION
 - PROPERTY BOUNDARIES

SHEET 1 OF 2

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Checked By	CSB
Scale	1"=100'
Sheet	1 OF 2

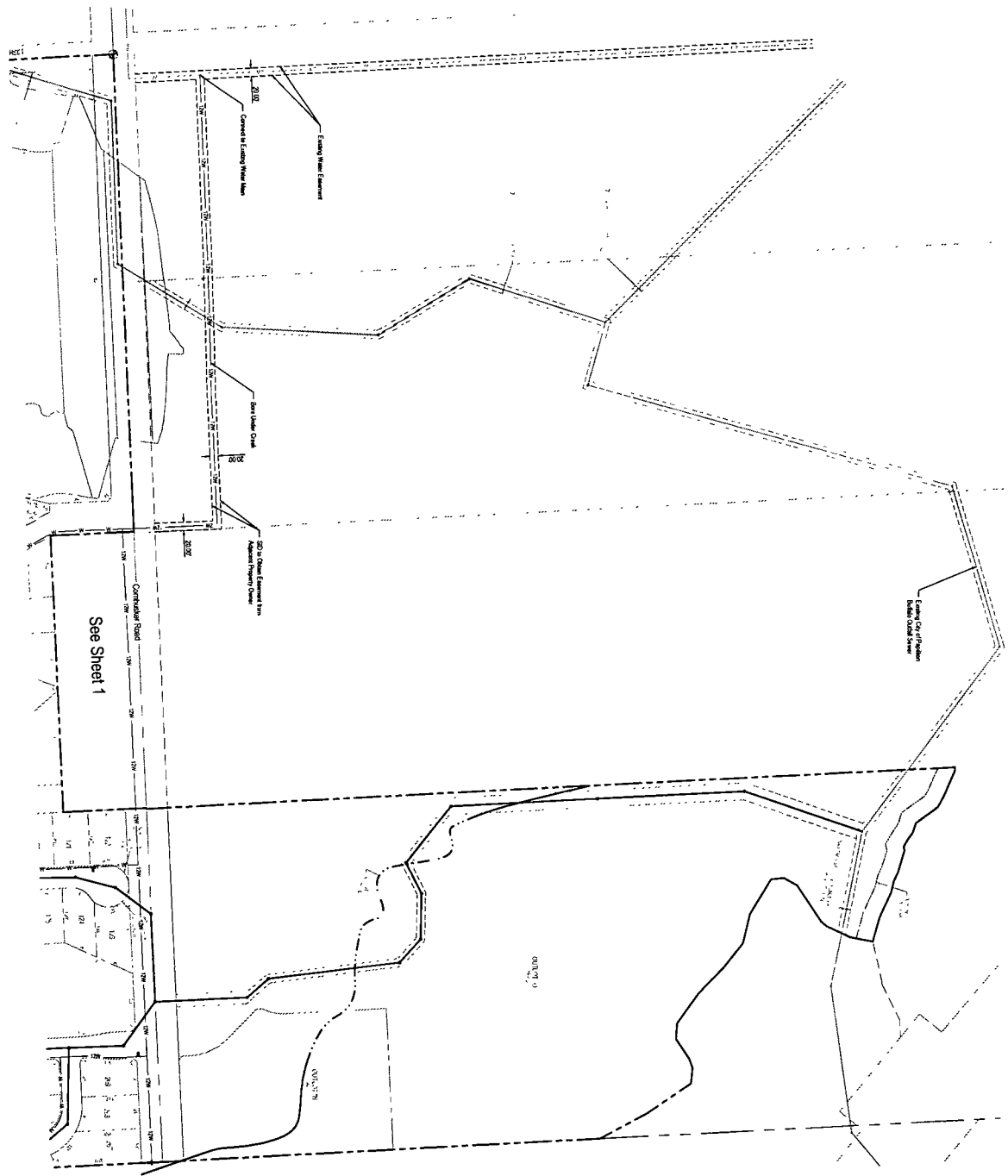
EXHIBIT "D"
SANITARY SEWER AND
WATER LINES

GRANITE LAKE
 PAVILION, NEBRASKA

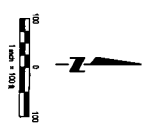
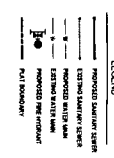


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See Sheet 1



SHEET 2 OF 2

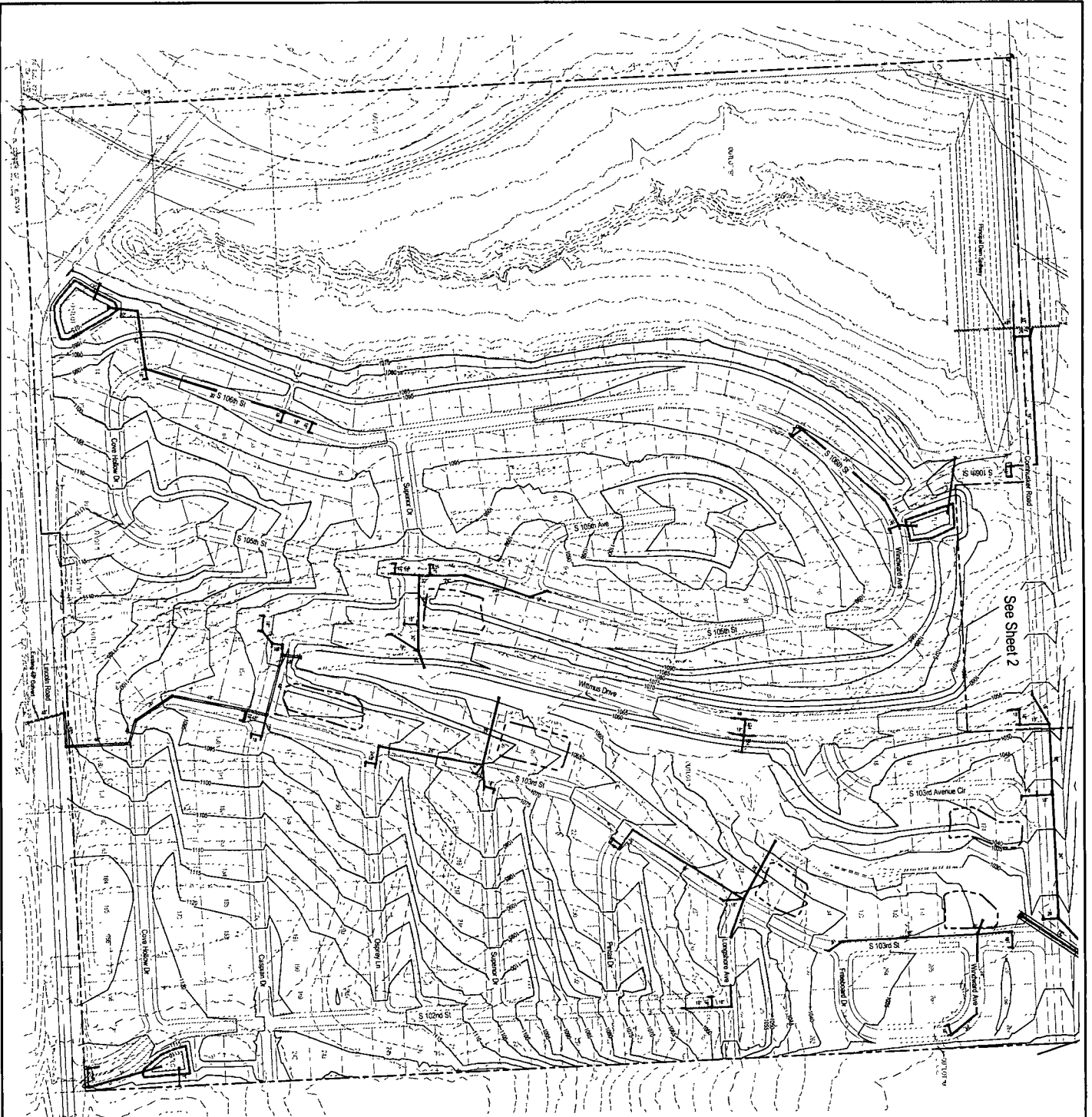
Rev	Date	Description
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2	05/11/2011	As Shown

EXHIBIT "D" SANITARY SEWER AND WATER LINES

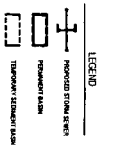
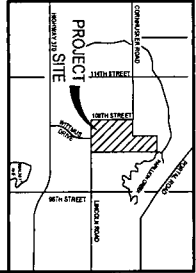
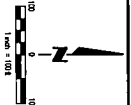
GRANITE LAKE
RAPID CITY, NEBRASKA



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Engineering • Planning • Environmental & Field Services
10000 Valley Road, Suite 100 Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3500
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See Sheet 2



SHEET 1 OF 2

Project No.	2014-001-01	Revised	
Date	04/10/2011	Drawn	
Designed by	PCW	Checked	
Scale	AS SHOWN	Plot	
Sheet	1 of 2		

EXHIBIT "E"
EROSION CONTROL AND
STORM SEWERS

GRANITE LAKE
 PARKLAND, NEBRASKA

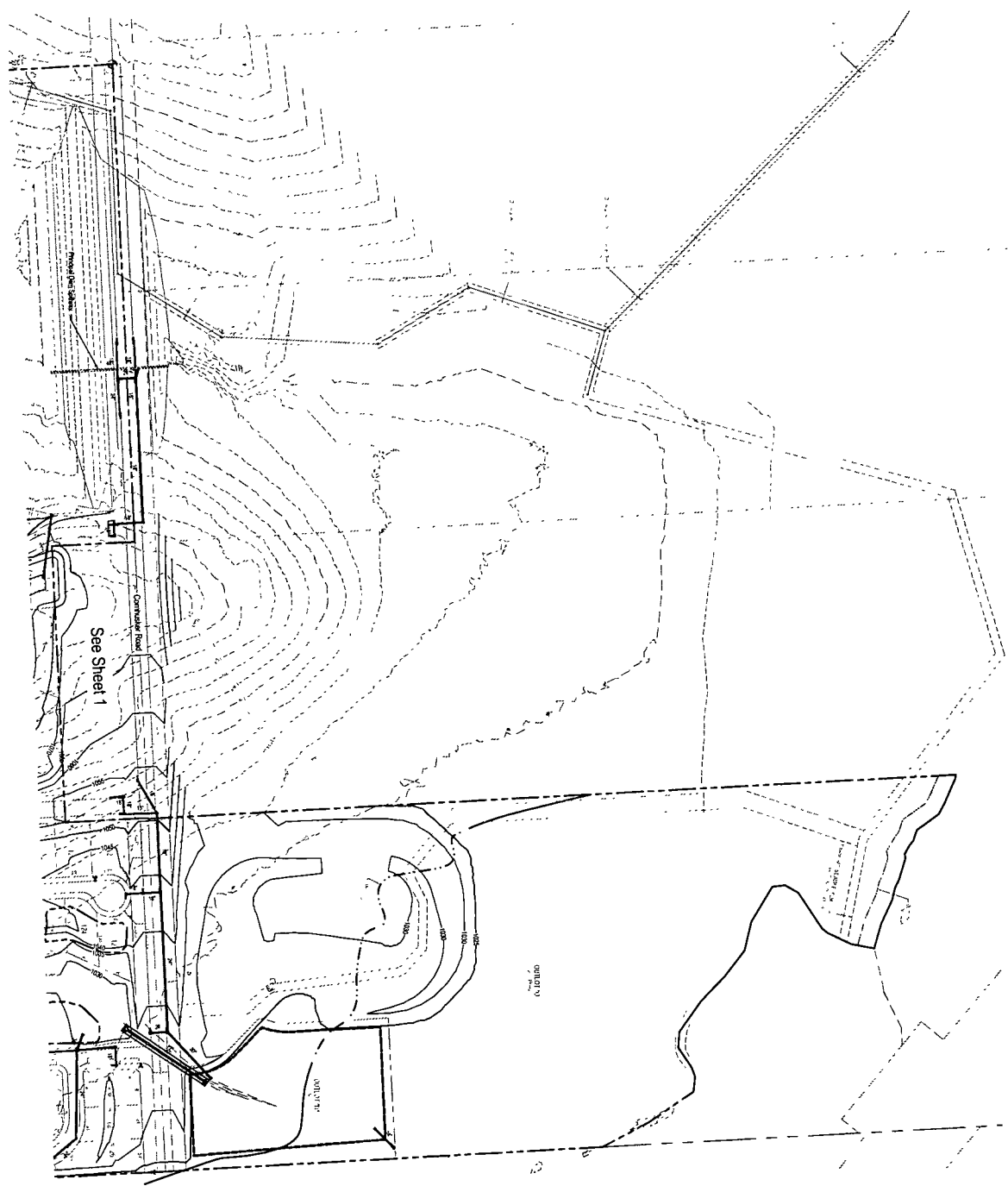


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 Phone: 402.995.5100 Fax: 402.995.3300
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SHEET 2 OF 2

LEGEND

- PROPOSED STORM SEWER
- PROPOSED ROAD
- EXISTING/PROPOSED EROSION CONTROL BANK
- EXISTING/PROPOSED STORM SEWER
- EXISTING/PROPOSED CONTOUR

Scale: 1 inch = 100 feet

File No: 2014.962.01 Date: 04/15/2017 Designed By: DCR Drawn By: JRS Scale: 1"=100' Sheet: 2 of 2	<table border="1"> <thead> <tr> <th>Rev</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Rev	Date	Description				<p align="center">EXHIBIT "E" EROSION CONTROL AND STORM SEWERS</p>	<p align="center">GRANITE LAKE PAPILLON, NEBRASKA</p>	<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services</p> <p>13000 144th Valley Road, Suite 100 Omaha, NE 68134 Phone: 402.895.4100 Fax: 402.895.2990 www.eaag.com</p>
Rev	Date	Description								

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : GRANITE LAKE ZONING: SINGLE FAMILY 117 UNITS
DEVELOPER: TORCZON
JURISDICTION: PAPHILLION ESTIMATED BY: WESTERGARD
DATE: 05/10/17 PROJECT NO.: P2014.562.001

GRANITE LAKE - PHASE ONE

ITEM	CONSTRUCT.	TOTAL	PRIVATE/ OTHERS	SARPY COUNTY	FUTURE DEVELOP.	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB.
SANITARY SEWER (INTERIOR)	717,900	1,005,060				1,005,060		0
SANITARY SEWER (OUTFALL)	67,900	95,060						95,060
PAVING(INTERIOR)	681,890	941,008				803,038		137,971
PAVING (WITTMUS DRIVE)	261,692	366,368		106,421				259,947
PAVING (CORNHUSKER ROAD)	0	0						0
CONTRIBUTION TO PAVING (LINCOLN ROAD)	300,000	360,000						360,000
SIDEWALKS, TRAIL, PROWAG	141,980	195,932						195,932
WATER (INTERIOR)	353,819	495,347				478,503		16,843
WATER (EXTERIOR)	194,185	271,859				66,188	66,031	139,640
CAPITAL FACILITIES CHARGES	279,403	321,313				160,657		160,657
UNDERGROUND ELECTRICAL	157,950	208,494				208,494		0
STORM SEWER (INTERIOR)	393,460	542,975				0		542,975
CONTRIBUTION TO FUTURE SPLASH PARK	0	0						0
GRADING	860,800	860,800	860,800					0
TOTALS	4,410,979	5,664,217	860,800	106,421	-	2,721,940	66,031	1,909,025

SPECIALS SINGLE FAMILY PER UNIT COST **\$2,721,940**
\$ 23,264

NOTES:

1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS, LANDSCAPING

2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION:	117 Units @	\$400,000	=	\$46,800,000
			TOTAL	\$ 46,800,000

4) G.O. DEBT RATIO (100% VALUATION) =	\$1,909,025	/	\$ 46,800,000	=	4.08%
4) G.O. DEBT RATIO (95% VALUATION) =	1,909,025	/	\$ 44,460,000	=	4.29%

LOG OF REVISIONS

- 12/27/2016 ADDED SIDEWALK ON NORTH SIDE OF LINCOLN ROAD FROM WITTMUS TO EAST PROP. LINE TO "SIDEWALK / TRAIL" ESTIMATE PHASE II
- 12/27/2016 NOTATION: SIDEWALK WEST OF WITTMUS DR. ON LINCOLN ROAD ARE INCLUDED IN THE LINCOLN ROAD PHASE II PLANS AND INCLUDED IN INTERLOCAL AGR.
- 12/27/2016 A DESCRIPTION OF COST ALLOCATIONS HAS BEEN ADDED TO THE PHASE II CORNHUSKER ROAD COST ESTIMATE FOR CLARIFICATION
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- 12/27/2016 SEPARATED OUT EXTERIOR WATER COSTS
- 12/27/2016 SEPARATED LINCOLN, WITTMUS AND CORNHUSKER ROAD SIDEWALKS AND TRAILS NOW INCLUDED IN "SIDEWALKS, TRAILS & PROWAG" SECTION
- 12/27/2016 A SPLASH PARK CONTRIBUTION HAS BEEN INCLUDED
- 12/27/2016 PHASE 3 COSTS INCLUDE 30 FUTURE LOTS NORTH OF CORNHUSKER EVEN THOUGH NOT INCLUDED IN THIS PRELIMINARY PLAT
- 4/7/2017 CHANGED OUTLOT ACRES FOR CAP FACILITY FEES TO 4.1 ACRES
- 4/10/2017 ADDED/REVISED NOTES ON CAPITAL FACILITIES FEES FOR OUTLOTS "A" AND "B"
- 4/14/2017 DELETED 276 SY OF GO PAVING FROM PHASE II COSTS, NO CUL DE SAC GO PAVING ALLOWED
- 4/27/2017 ADDED EXTERIOR WATER MAIN EXTENSION AT CORNHUSKER PER TD2 WATER STUDY
- 5/10/2017 ADDED DEBT COMPUTATION AT 95% OF VALUATION
- 5/10/2017 SPECIALLY ASSESSED PORTION OF 12" WATER MAIN NORTH OF CORNHUSKER

A+

PROJECT: SANITARY SEWER (INTERIOR)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	8 INCH SANITARY SEWER PIPE	9,500	L.F.	30.00	285,000
2	8 INCH SANITARY SEWER PIPE	4,700	L.F.	30.00	141,000
3	54 IN. I.D. SANITARY MANHOLE	665	V.F.	400.00	266,000
4	CRUSHED ROCK BEDDING	200	TON	25.00	5,000
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	20,900
TOTAL ESTIMATED CONSTRUCTION COST:					\$717,900

NOTES:

1) TOTAL SID COSTS @ 40% -	\$1,005,060	INCLUDES TEMPORARY OUTFALL THROUGH FUTURE LOTS
2) G.O. COSTS	TOTAL \$0.00	

PROJECT: SANITARY SEWER (OUTFALL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	8 INCH SANITARY SEWER PIPE	990	L.F.	30.00	29,700
2	54 IN. I.D. SANITARY MANHOLE	36	V.F.	400.00	14,400
3	CRUSHED ROCK BEDDING	400	TON	25.00	10,000
4	CONNECT TO EXIST. LINE	1	EA	3500.00	3,500
5	EASEMENT ACQUISITION	0	AC	20000.00	0
6	CONC. RING RETAINERS	3	EA	1500.00	4,500
	MISCELLANEOUS (+ 10%)	1	L.S.	10%	5,800
TOTAL ESTIMATED CONSTRUCTION COST:					\$67,900

NOTES:

1) TOTAL SID COSTS @ 40% -	\$95,060
2) G.O. COSTS	\$95,060

PROJECT: PAVING (INTERIOR RESIDENTIAL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	19,030	S.Y.	\$32.00	\$608,960
2	EARTHWORK	6,343	C.Y.	3.00	19,030
3	ADJUST MANHOLE TO GRADE	40	EA	250.00	10,000
4	STREET SIGNS	16	EA	250.00	4,000
5	SEDIMENT BASIN MAINTENANCE	1	LS	20000.00	20,000
6	MEDIAN SURFACING	0	SF	4.00	0
	MISCELLANEOUS (+ 3%)	1	L.S.	XXXX	19,900
TOTAL ESTIMATED CONSTRUCTION COST:					\$681,890

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$941,008		
2) G.O. ITEMS			
7" PAVING (INTERSECTIONS)	1,350	SY	\$62,294
7" PAVING (OVERWIDTH)	540	SY	\$24,918
7" PAVING (OUTLOT FRONTAGE)	350	SY	\$16,150
STREET SIGNS	16	EACH	\$5,768
SEDIMENT BASIN MAINTENANCE	1	LS	\$28,840
G.O. TOTAL			\$137,971
SPECIAL ASSESSMENT ASSESSMENT	\$803,038		

PROJECT: PAVING (WITTMUS DRIVE)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	1	EA	\$3,000.00	\$3,000.00
2	Traffic Control	1	LS	\$2,500.00	\$2,500.00
3	9" Uniform P.C.C. Pavement With Integral Curb, In Place	4600	SY	\$42.00	\$193,200.00
4	5" P.C.C. Sidewalk/Trail, (5' Wide on one side)	0	SF	\$4.00	\$0.00
5	6" P.C.C. Sidewalk/Trail, (10' Wide on one side)	0	SF	\$4.50	\$0.00
6	4" Wide Pavement Striping, In Place	3400	LF	\$3.50	\$11,900.00
7	Preformed Pavement Markings Symbols, In Place	3	EA	\$350.00	\$1,050.00
8	Post Mounted Traffic Sign, In Place	6	EA	\$300.00	\$1,800.00
9	Post Mounted Street Name Sign, In Place	3	EA	\$300.00	\$900.00
10	15" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$35.00	\$0.00
11	18" I.D. RCP Storm Sewer, Class III, In Place	170	LF	\$40.00	\$6,800.00
12	48" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$120.00	\$0.00
13	60" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$140.00	\$0.00
14	Type I Curb Inlet, In Place	2	EA	\$3,500.00	\$7,000.00
15	Type III Curb Inlet, In Place	2	EA	\$3,500.00	\$7,000.00
16	96" I.D. Storm Sewer Manhole, In Place	0	VF	\$700.00	\$0.00
17	Standard Manhole Ring and Cover, In Place	0	EA	\$800.00	\$0.00
18	Install and Maintain Fabric Silt Fence, In Place	1000	LF	\$3.00	\$3,000.00
19	Install Curb Inlet Filters, In Place	4	EA	\$300.00	\$1,200.00
20	Tensar SC-150 Erosion Control Mat, In Place	1	AC	\$2,500.00	\$2,500.00
21	Type "B" Permanent Seeding, In Place	2	AC	\$1,500.00	\$3,000.00
22	Single Curb Ramps	6	EA	350.00	2,100
23	Markings for Pedestrian Crossings	3	EACH	360.00	1,080
24	Curb Ramp Inserts (2' x 2')	12	EA	100.00	1,200

NOTES:

CONSTRUCTION COST SUBTOTAL =	249,230
CONTINGENCY (5%) =	12,462
ESTIMATED PROBABLE CONSTRUCTION COST =	261,692

	CONSTR.	DESIGN	C.M	TESTING	FISCAL	LEGAL	INTEREST	TOTAL
		9.5%	9.5%	3.0%	5.0%	5.0%	8.0%	
SARPY COUNTY SHARE	\$ 87,231	\$ 8,287	\$ 8,287	\$ 2,617	\$ -	\$ -	\$ -	\$ 106,421
GRANITE LAKE G.O. SHARE	\$ 174,461	\$ 16,574	\$ 16,574	\$ 5,234	\$ 13,085	\$ 13,085	\$ 20,935	\$ 259,947
	\$ 261,692	\$ 24,861	\$ 24,861	\$ 7,851	\$ 13,085	\$ 13,085	\$ 20,935	\$ 366,368

PROJECT: PAVING (CORNHUSKER ROAD)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	0	EA	\$3,000.00	\$0.00
2	Traffic Control	0	LS	\$2,500.00	\$0.00
3	9" Uniform P.C.C. Pavement With Integral Curb, In Place	0	SY	\$42.00	\$0.00
4	5" P.C.C. Sidewalk, In Place	0	SF	\$4.00	\$0.00
5	4" Wide Pavement Striping, In Place	0	LF	\$3.50	\$0.00
6	Preformed Pavement Markings Symbols, In Place	0	EA	\$350.00	\$0.00
7	Post Mounted Traffic Sign, In Place	0	EA	\$300.00	\$0.00
8	Post Mounted Street Name Sign, In Place	0	EA	\$300.00	\$0.00
9	15" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$35.00	\$0.00
10	18" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$40.00	\$0.00
11	30" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$55.00	\$0.00
12	36" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$65.00	\$0.00
13	Type I Curb Inlet, In Place	0	EA	\$3,500.00	\$0.00
14	Type III Curb Inlet, In Place	0	EA	\$3,500.00	\$0.00
15	54" I.D. Storm Sewer Manhole, In Place	0	VF	\$350.00	\$0.00
16	Standard Manhole Ring and Cover, In Place	0	EA	\$800.00	\$0.00
17	Install and Maintain Fabric Silt Fence, In Place	0	LF	\$2.00	\$0.00
18	Install Curb Inlet Filters, In Place	0	EA	\$300.00	\$0.00
19	Tensar SC-150 Erosion Control Mat, In Place	0	AC	\$8,000.00	\$0.00
20	Type "B" Permanent Seeding, In Place	0	AC	\$1,500.00	\$0.00
21	Single Curb Ramps	0	EA	350.00	0
22	Markings for Pedestrian Crossings	0	EACH	360.00	0
23	Curb Ramp Inserts (2' x 2')	0	EA	100.00	0

CONSTRUCTION COST SUBTOTAL =	0
CONTINGENCY (5%) =	0
ESTIMATED PROBABLE CONSTRUCTION COST =	0
ENGINEERING, STAKING & C.M. =	0
ESTIMATED TOTAL PROJECT COST =	0

GRANITE LAKE SHARE	\$ -
SARPY COUNTY SHARE	\$ -
P-MRNRD SHARE	\$ -

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PROJECT: CONTRIBUTION TO PAVING (LINCOLN ROAD)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONTRIBUTION TO PAVING & STORM SEWER IMPROVEMENTS TO LINCOLN RD.	1	LS	\$300,000	\$300,000
Total Construction Cost					300,000
1) TOTAL SID COSTS @ 20% -		\$360,000			
2) G.O. COSTS		\$360,000			

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	117	LOTS	\$1,350.00	\$157,950
TOTAL ESTIMATED CONSTRUCTION COST					\$157,950

NOTES:
 1) TOTAL DISTRICT COSTS W/ 32% - \$208,494

PROJECT: WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 6" WATER MAIN	1,300	LF	\$25.00	\$32,500
2	INSTALL 8" WATER MAIN	5,550	LF	\$34.00	\$188,700
3	INSTALL 12" WATER MAIN	610	LF	\$47.00	\$28,670
4	FIRE HYDRANT ASSEMBLY (COMPLETE)	11	EA	\$4,000.00	\$44,000
5	6" GATE VALVE AND BOX	4	EA	\$1,000.00	\$4,000
6	8" GATE VALVE AND BOX	13	EA	\$1,200.00	\$15,600
7	12" GATE VALVE AND BOX	3	EA	\$2,000.00	\$6,000
8	PRESSURE TESTING AND DISINFECTION	1	LS	\$7,500.00	\$7,500
9	MISC FITTINGS	1	LS	\$10,000.00	\$10,000
MISCELLANEOUS (+ 3%)					18,849
TOTAL ESTIMATED CONSTRUCTION COST:					\$353,819

NOTES:
 1) TOTAL DISTRICT COST W/ 40% - \$495,347

GO				
DIFFERENCE IN 12" MAIN	610 LF	\$13	\$11,657	
DIFFERENCE IN 12" VALVES	3 EA	\$1,176	\$5,186	
TOTAL G.O.			\$16,843	

PROJECT: WATER (EXTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN IN LINCOLN ROAD	1,390	LF	\$47.00	\$65,330
2	INSTALL 12" WATER MAIN NORTH END NEAR CORNHUSKER	1,350	LF	\$47.00	\$63,450
3	FIRE HYDRANT ASSEMBLY (COMPLETE)	4	EA	\$4,000.00	\$16,000
4	12" GATE VALVE AND BOX	5	EA	\$2,000.00	\$10,000
5	PRESSURE TESTING AND DISINFECTION	1	LS	\$5,000.00	\$5,000
6	MISC FITTINGS	1	LS	\$10,000.00	\$10,000
7	JACK/BORE WATER MAIN AT CREEK CROSSING	150	LF	\$150.00	\$22,500
MISCELLANEOUS (+ 3%)					1,905
TOTAL ESTIMATED CONSTRUCTION COST:					\$194,185

NOTES:
 1) TOTAL DISTRICT COST W/ 40% - \$271,859

COST ALLOCATION		
SPECIALLY ASSESSED (EQ 8" COST OF MAIN NEAR CORNHUSKER		\$66,188
G.O. PORTION OF 12" MAIN NEAR CORNHUSKER		\$25,307
G.O. GRANITE LAKE (SID 317)		\$114,333
PAID BY GRANITE FALLS(SID 300) & P-LV SCHOOLS		\$66,031
TOTAL COST		\$271,859

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	117	LOTS	\$2,175.00	\$254,475
2	OUTLOTS	4.1	ACRES	\$6,080.00	\$24,928
3					
TOTAL ESTIMATED CONSTRUCTION COST:					\$279,403

NOTES:
 1) TOTAL DISTRICT COST W/ 15% - \$321,313

GENERAL		
SPECIAL ASSESS. OBLIGATION		
RESIDENTIAL	\$160,657	\$160,657

NOTE: FACILITIES FEES FOR OUTLOT "B", THE P-MRNRD DAM SITE 7 PARCEL, ARE NOT INCLUDED
 FACILITIES FEES FOR OUTLOT "A" ARE DEFERRED UNTIL SAID OUTLOT IS PLATTED INTO SINGLE FAMILY LOTS

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PROJECT: STORM SEWER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	36.00	0
2	18" RCP	415	LF	40.00	16,600
3	24" RCP	730	LF	52.00	37,960
4	30" RCP	950	LF	70.00	66,500
5	36" RCP	0	LF	80.00	0
6	48" RCP	820	LF	110.00	90,200
7	54" RCP	0	LF	120.00	0
8	60" RCP	0	LF	140.00	0
9	15"-24" FES	0	EA	900.00	0
10	30"-60" FES	3	EA	2000.00	6,000
11	60" STORM MANHOLE	25	VF	600.00	15,000
12	96" STORM MANHOLE	35	VF	1000.00	35,000
13	CURB INLETS	22	EA	2500.00	55,000
14	OUTLET CONTROL	1	EA	2500.00	2,500
15	PCSMP STRUCTURES	2	EA	25000.00	50,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	18,700
TOTAL ESTIMATED CONSTRUCTION COST:					\$393,480

NOTES:

1) TOTAL DISTRICT COST W/ .38% -	\$542,975
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$542,975

PROJECT: SIDEWALKS, TRAIL, PROWAG

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5" PC CONC. WALK AT OUTLOT FRONTAGE	1,150	SF	\$4.00	\$4,600
2	5" PC CONC. TRAIL AT ACCESS TO DAM SITE #7	10,000	SF	\$4.00	\$40,000
3	5" PC CONC. WALK W. SIDE WITTMUS (5' WIDE)	8,400	SF	\$4.00	\$33,600
4	6" PC CONC. TRAIL E. SIDE WITTMUS (10' WIDE)	11,600	SF	\$4.00	\$46,400
5	SINGLE CURB RAMPS	16	EA	350.00	5,600
6	MARKINGS FOR PEDESTRIAN CROSSINGS	8	EACH	380.00	2,880
7	STOP BARS	8	EACH	200.00	1,600
8	CURB RAMP INSERTS(2'X2')	32	EA	100.00	3,200
	MISCELLANEOUS (+ 3%)	1	L.S.	XXXX	4,100
TOTAL ESTIMATED CONSTRUCTION COST:					\$141,980

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$195,932
2) 100% FUTURE G.O.	

PROJECT: GRADING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION) PRICE	500,000	CY	\$1.50	\$750,000
2	EARTHWORK STRIP, STOCKPILE & RESPEAD OR TRANSFER	32,000	CY	\$1.40	\$44,800
3	SILT FENCING	4,000	LF	\$2.50	\$10,000
4	TEMPORARY SILT BASINS	1	EA	15000.00	15,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	41,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$860,800

NOTES:

DX

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

EXHIBIT "F"

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

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT :	GRANITE LAKE	ZONING :	SINGLE FAMILY	123 UNITS
DEVELOPER:	TORCZON	ESTIMATED BY:	WESTERGARD	
JURISDICTION:	PAPILLION	PROJECT NO.:	P2014.562.001	
DATE:	05/10/17			

GRANITE LAKE - PHASE TWO

ITEM	CONSTRUCT.	TOTAL	PRIVATE/ OTHERS	SARPY COUNTY	FUTURE DEVELOP.	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	575,600	805,840				805,840		0
SANITARY SEWER (OUTFALL)	0	0						0
PAVING(INTERIOR)	825,500	1,155,700				878,897		276,803
PAVING & STORM (WITTMUS DRIVE)	0	0		0				0
PAVING, STORM & WATER (CORNHUSKER ROAD)	0	0		0	0			0
CONTRIBUTION TO PAVING (LINCOLN ROAD)	0	0						0
SIDEWALKS, TRAIL, PROWAG	63,880	88,154						88,154
WATER (INTERIOR)	376,260	526,764				460,172		66,592
WATER (EXTERIOR)	0	0						0
CAPITAL FACILITIES CHARGES	312,699	359,604				179,802		179,802
UNDERGROUND ELECTRICAL	166,050	219,186				219,186		0
STORM SEWER (INTERIOR)	160,900	222,042				0		222,042
CONTRIBUTION TO FUTURE SPLASH PARK	0	0						0
GRADING	905,400	905,400	905,400					
TOTALS	3,386,289	4,282,690	905,400	-	-	2,543,897	-	833,393

SPECIALS SINGLE FAMILY
PER UNIT COST

\$2,543,897
\$ 20,682

NOTES:

1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS, LANDSCAPING

2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION:	123 Units @	\$400,000	=	\$49,200,000
			TOTAL	\$ 49,200,000

4) G.O. DEBT RATIO (100% VALUATION) =	\$833,393	/	\$ 49,200,000	=	1.69%
4) G.O. DEBT RATIO (95% VALUATION) =	833,393	/	\$ 46,740,000	=	1.78%

LOG OF REVISIONS

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- 12/27/2016 NOTATION: SIDEWALK WEST OF WITTMUS DR. ON LINCOLN ROAD ARE INCLUDED IN THE LINCOLN ROAD PHASE II PLANS AND INCLUDED IN INTERLOCAL AGR.
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- 12/27/2016 SEPARATED OUT EXTERIOR WATER COSTS
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- 12/27/2016 A SPLASH PARK CONTRIBUTION HAS BEEN INCLUDED
- 12/27/2016 PHASE 3 COSTS INCLUDE 30 FUTURE LOTS NORTH OF CORNHUSKER EVEN THOUGH NOT INCLUDED IN THIS PRELIMINARY PLAT
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- 4/14/2017 DELETED 276 SY OF GO PAVING FROM PHASE II COSTS, NO CUL DE SAC GO PAVING ALLOWED
- 4/27/2017 ADDED EXTERIOR WATER MAIN EXTENSION AT CORNHUSKER PER T2 WATER STUDY
- 5/10/2017 ADDED DEBT COMPUTATION AT 95% OF VALUATION
- 5/10/2017 SPECIALLY ASSESSED PORTION OF 12" WATER MAIN NORTH OF CORNHUSKER

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PROJECT: SANITARY SEWER (INTERIOR)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	8 INCH SANITARY SEWER PIPE	7,520	L.F.	30.00	225,600
2	8 INCH SANITARY SEWER PIPE	4,940	L.F.	30.00	148,200
3	54 IN. I.D. SANITARY MANHOLE	450	V.F.	400.00	180,000
4	CRUSHED ROCK BEDDING	200	TON	25.00	5,000
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	16,800
TOTAL ESTIMATED CONSTRUCTION COST					\$575,600

NOTES:
 1) TOTAL SID COSTS @ 40% - \$805,840
 2) G.O. COSTS TOTAL \$0.00

PROJECT: SANITARY SEWER (OUTFALL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	8 INCH SANITARY SEWER PIPE	0	L.F.	30.00	0
2	54 IN. I.D. SANITARY MANHOLE (3) -	0	V.F.	400.00	0
3	CRUSHED ROCK BEDDING	0	TON	25.00	0
4	CONNECT TO EXIST. LINE	0	EA	500.00	0
5	EASEMENT ACQUISITION	0	AC	20000.00	0
6	CONC. RING RETAINERS	0	EA	750.00	0
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	0
TOTAL ESTIMATED CONSTRUCTION COST:					\$0

NOTES:
 1) TOTAL SID COSTS @ 40% - \$0
 2) G.O. COSTS \$0

PROJECT: PAVING (INTERIOR RESIDENTIAL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	23,000	S.Y.	\$32.00	\$736,000
2	EARTHWORK	7,667	C.Y.	3.00	23,000
3	ADJUST MANHOLE TO GRADE	48	EA	250.00	12,000
4	STREET SIGNS	10	EA	250.00	2,500
5	MEDIAN SURFACING	2000	SF	4.00	8,000
6	SEDIMENT BASIN MAINTENANCE	1	LS	20000.00	20,000
	MISCELLANEOUS (+ 3%)	1	L.S.	XXXX	24,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$825,500

NOTES
 1) TOTAL DISTRICT COST W/ 40% - \$1,155,700
 2) G.O. ITEMS

7" PAVING(INTERSECTIONS)	2,550	SY	\$117,667
7" PAVING(OVERWIDTH)	824	SY	\$38,023
7" PAVING(OUTLOT FRONTAGE)	1,820	SY	\$83,982
STREET SIGNS	23	EACH	\$8,292
SEDIMENT BASIN MAINTENANCE	1	LS	\$28,840
G.O. TOTAL			\$276,803
SPECIAL ASSESSMENT ASSESSMENT			\$1,155,700

PROJECT: PAVING (WITTMUS DRIVE)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	0	EA	\$3,000.00	\$0.00
2	Traffic Control	0	LS	\$2,500.00	\$0.00
3	9" Uniform P.C.C. Pavement With Integral Curb, In Place	0	SY	\$42.00	\$0.00
4	5" P.C.C. Sidewalk/Trail, (5' Wide on one side)	0	SF	\$4.00	\$0.00
5	6" P.C.C. Sidewalk/Trail, (10' trail on one side)	0	SF	\$4.50	\$0.00
6	4" Wide Pavement Striping, In Place	0	LF	\$3.50	\$0.00
7	Preformed Pavement Markings Symbols, In Place	0	EA	\$350.00	\$0.00
8	Post Mounted Traffic Sign, In Place	0	EA	\$300.00	\$0.00
9	Post Mounted Street Name Sign, In Place	0	EA	\$300.00	\$0.00
10	15" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$35.00	\$0.00
11	18" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$40.00	\$0.00
12	30" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$55.00	\$0.00
13	36" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$65.00	\$0.00
14	Type I Curb Inlet, In Place	0	EA	\$3,500.00	\$0.00
15	Type III Curb Inlet, In Place	0	EA	\$3,500.00	\$0.00
16	54" I.D. Storm Sewer Manhole, In Place	0	VF	\$350.00	\$0.00
17	Standard Manhole Ring and Cover, In Place	0	EA	\$800.00	\$0.00
18	Install and Maintain Fabric Silt Fence, In Place	0	LF	\$2.00	\$0.00
19	Install Curb Inlet Filters, In Place	0	EA	\$300.00	\$0.00
20	Tensor SC-150 Erosion Control Mat, In Place	0	AC	\$8,000.00	\$0.00
21	Type "B" Permanent Seeding, In Place	0	AC	\$1,500.00	\$0.00
22	Single Curb Ramps	0	EA	350.00	0
23	Markings for Pedestrian Crossings	0	EACH	360.00	0
24	Curb Ramp Inserts (2' x 2')	0	EA	100.00	0

CONSTRUCTION COST SUBTOTAL =	0
CONTINGENCY (5%) =	0
ESTIMATED PROBABLE CONSTRUCTION COST =	0

	CONSTR.	DESIGN 9.5%	C..M 9.5%	TESTING 3.0%	FISCAL 5.0%	LEGAL 5.0%	INTEREST 8.0%	TOTAL
SARPY COUNTY SHARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRANITE LAKE G.O. SHARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT: PAVING, STORM & WATER (CORNHUSKER ROAD)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	0	EA	\$3,000.00	\$0.00
2	Traffic Control	0	LS	\$2,500.00	\$0.00
3	9" Uniform P.C.C. Pavement With Integral Curb, In Place	0	SY	\$42.00	\$0.00
4	5" P.C.C. Sidewalk, In Place	0	SF	\$4.00	\$0.00
5	4" Wide Pavement Striping, In Place	0	LF	\$3.50	\$0.00
6	Preformed Pavement Markings Symbols, In Place	0	EA	\$350.00	\$0.00
7	Post Mounted Traffic Sign, In Place	0	EA	\$300.00	\$0.00
8	Post Mounted Street Name Sign, In Place	0	EA	\$300.00	\$0.00
9	18" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$40.00	\$0.00
10	24" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$45.00	\$0.00
11	30" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$55.00	\$0.00
12	72" I.D. RCP Storm Sewer Culvert, Class III, In Place (Cornhusker Road Xing)	0	LF	\$200.00	\$0.00
13	72" FES	0	EA	\$2,500.00	\$0.00
14	Type I Curb Inlet, In Place	0	EA	\$3,500.00	\$0.00
15	Type III Curb Inlet, In Place	0	EA	\$3,500.00	\$0.00
16	54" I.D. Storm Sewer Manhole, In Place	0	VF	\$350.00	\$0.00
17	Standard Manhole Ring and Cover, In Place	0	EA	\$800.00	\$0.00
18	Install and Maintain Fabric Silt Fence, In Place	0	LF	\$2.00	\$0.00
19	Install Curb Inlet Filters, In Place	0	EA	\$300.00	\$0.00
20	Tensor SC-150 Erosion Control Mat, In Place	0	AC	\$8,000.00	\$0.00
21	Type "B" Permanent Seeding, In Place	0	AC	\$1,500.00	\$0.00
22	Single Curb Ramps	0	EA	350.00	0
23	Markings for Pedestrian Crossings	0	EACH	360.00	0
24	Curb Ramp Inserts (2' x 2')	0	EA	100.00	0

CONSTRUCTION COST SUBTOTAL =	0
CONTINGENCY (5%) =	0
ESTIMATED PROBABLE CONSTRUCTION COST =	0

	CONSTR.	DESIGN 7.5%	C..M 7.5%	TESTING 3.0%	FISCAL 5.0%	LEGAL 5.0%	INTEREST 8.0%	TOTAL
SARPY COUNTY SHARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRANITE LAKE SHARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROPERTY TO NORTH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DESCRIPTION OF COST ALLOCATIONS FOR ESTIMATE

- CORNHUSKER ROAD WILL BE CONSTRUCTED TO THE EOR OF "M" STREET. EXTENSION TO THE EAST WILL BE CONSTRUCTED WHEN CORNHUSKER IS EXTENDED EAST. THIS APPROX. 240' OF ROADWAY IS NOT INCLUDED IN THE ESTIMATE.
- THE "GAP" IN CORNHUSKER ROAD FROM THE WEST P.L. OF GRANITE LAKE WESTERLY TO THE EXISTING PAVEMENT IS NOT INCLUDED IN THIS ESTIMATE AS GRANITE LAKE HAS NOT FRONTAGE.
- CORNHUSKER ROAD FROM THE WEST P.L. TO STREET "O", GENERALLY THE DAM SITE 7 FRONTAGE, HAS BEEN ALLOCATED AS 1/3 SID 317, 1/3 SARPY COUNTY & 1/3 TO THE PROPERTY TO THE NORTH
- CORNHUSKER ROAD FROM STREET "O" TO WITTMUS DR., GENERALLY THE TAX LOT 3B FRONTAGE, HAS BEEN ALLOCATED AS 1/3 PROP. TO THE SOUTH, 1/3 SARPY CO. & 1/3 TO THE PROP. TO THE NOR
- CORNHUSKER ROAD FROM STREET "M" TO WITTMUS DR. HAS BEEN ALLOCATED AS 2/3 TO SID 317 AND 1/3 SARPY CO.

Ba

PROJECT: CONTRIBUTION TO PAVING (LINCOLN ROAD)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONTRIBUTION TO PAVING & STORM SEWER IMPROVEMENTS TO LINCOLN RD	1	LS	0	0 00
Total Construction Cost					0
1) TOTAL SID COSTS @ 20% -		\$0			
2) G.O. COSTS		\$0			

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	123	LOTS	\$1,350 00	\$166,050
TOTAL ESTIMATED CONSTRUCTION COST:					\$166,050

NOTES:
 1) TOTAL DISTRICT COSTS W/ 32% - \$219,188

PROJECT: WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 6" WATER MAIN	2,880	LF	\$23.00	\$66,240
2	INSTALL 8" WATER MAIN	1,660	LF	\$32.00	\$53,120
3	INSTALL 12" WATER MAIN	3,060	LF	\$45.00	\$137,700
4	FIRE HYDRANT ASSEMBLY (COMPLETE)	13	EA	\$4,000.00	\$52,000
5	6" GATE VALVE AND BOX	8	EA	\$1,000.00	\$8,000
6	8" GATE VALVE AND BOX	6	EA	\$1,200.00	\$7,200
7	12" GATE VALVE AND BOX	8	EA	\$2,000.00	\$16,000
8	PRESSURE TESTING AND DISINFECTION	1	LS	\$10,000.00	\$10,000
9	JACK / BORE CASING	0	LF	\$200.00	\$0
10	MISC FITTINGS	1	LS	\$15,000.00	\$15,000
	MISCELLANEOUS (+ 3%)	1	L.S	XXXX	11,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$378,280

NOTES:
 1) TOTAL DISTRICT COST W/ 40% - \$526,764
 OVERIZE MAIN G.O. COSTS
 12" MAIN 3,080 \$13.00 \$39,840
 12" VALVE 8 \$800.00 \$6,400
 TOTAL \$46,240

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	123	LOTS	\$2,175.00	\$267,525
2	OUTLOTS	7.43	ACRES	\$6,080.00	\$45,174
3					
TOTAL ESTIMATED CONSTRUCTION COST:					\$312,699

NOTES:
 1) TOTAL DISTRICT COST W/ 15% - \$359,804
 SPECIAL ASSESS. GENERAL OBLIGATION
 RESIDENTIAL \$179,801.93 \$179,801.93

\$179,801.9 \$179,801.93

PROJECT: STORM SEWER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	36.00	0
2	18" RCP	1,150	LF	40.00	46,000
3	24" RCP	650	LF	52.00	33,800
4	30" RCP	380	LF	70.00	25,200
5	36" RCP	0	LF	80.00	0
6	15"-24" FES	1	EA	700.00	700
7	30"-36" FES	2	EA	1000.00	2,000
8	STORM MANHOLE	30	VF	800.00	18,000
9	CURB INLET	19	EA	2500.00	2,500
10	OUTLET CONTROL	1	EA	2500.00	2,500
11	PERMANENT PCSMP BASINS	1	EA	25000.00	25,000
	MISCELLANEOUS (+ 5%)				7,700
TOTAL ESTIMATED CONSTRUCTION COST:					\$160,900

NOTES:

1) TOTAL DISTRICT COST W/ .38% -	\$222,042
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$222,042

PROJECT: SIDEWALKS, TRAIL, PROWAG

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5" PC CONC. WALK AT OUTLOT FRONTAGE	6,205	SF	\$4.00	\$24,820
2	5" PC CONC. WALK N. SIDE LINCOLN EAST P.L. TO WITTMUS (5' WIDE)	6,800	SF	\$4.00	\$27,200
3	SINGLE CURB RAMPS	12	EA	350.00	4,200
4	MARKINGS FOR PEDESTRIAN CROSSINGS	6	EACH	360.00	2,160
5	STOP BARS	6	EACH	200.00	1,200
6	CURB RAMP INSERTS(2'X2')	24	EA	100.00	2,400
	MISCELLANEOUS (+ 3%)				1,900
TOTAL ESTIMATED CONSTRUCTION COST:					\$63,880

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$88,154
2) 100% FUTURE G.O.	

PROJECT: GRADING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION)	500,000	CY	\$1.50	\$750,000
2	EARTHWORK STRIP, STOCKPILE & RESPEAD OR TRANSFER	32,000	CY	\$1.40	\$44,800
3	SILT FENCING	3,000	LF	\$2.50	\$7,500
4	TEMPORARY SILT BASINS	4	EA	15000.00	60,000
	MISCELLANEOUS (+ 5%)				43,100
TOTAL ESTIMATED CONSTRUCTION COST:					\$905,400

NOTES:

BC

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

EXHIBIT "F"

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

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT: GRANITE LAKE ZONING: SINGLE FAMILY 59 UNITS
DEVELOPER: TORCZON
JURISDICTION: PAPILLION ESTIMATED BY: WESTERGARD
DATE: 05/10/17 PROJECT NO.: P2014.562.001

GRANITE LAKE - PHASE THREE

ITEM	CONSTRUCT.	TOTAL	PRIVATE/ OTHERS	SARPY COUNTY	FUTURE DEVELOP.	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	170,800	239,120				239,120		0
SANITARY SEWER (OUTFALL)	0	0						0
PAVING (INTERIOR)	452,910	634,074				473,928		160,146
PAVING & STORM (WITTMUS DRIVE)	392,196	549,074		159,493				389,581
PAVING, STORM & WATER (CORNHUSKER ROAD)	783,789	1,065,953		449,373	308,290			449,373
CONTRIBUTION TO PAVING (LINCOLN ROAD)	0	0						0
SIDEWALKS, TRAIL, PROWAG	216,280	298,466						298,466
WATER (INTERIOR)	216,270	302,778				284,912		17,866
WATER (EXTERIOR)	98,750	138,250					69,125	69,125
CAPITAL FACILITIES CHARGES	295,707	340,063				170,032		170,032
UNDERGROUND ELECTRICAL	79,650	105,138				105,138		0
STORM SEWER (INTERIOR)	93,800	129,444				0		129,444
CONTRIBUTION TO FUTURE SPLASH PARK	50,000	60,000						60,000
GRADING	199,250	199,250	199,250					
TOTALS	3,049,402	4,061,611	199,250	608,866	308,290	1,273,130	69,125	1,744,033

SPECIALS SINGLE FAMILY
PER UNIT COST

\$1,273,130
\$ 21,578

NOTES:

1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS, LANDSCAPING

2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION: 59 Units @ \$400,000 = \$23,600,000
TOTAL \$ 23,600,000

4) G.O. DEBT RATIO (100% VALUATION) = \$1,744,033 / \$ 23,600,000 = 7.39%
4) G.O. DEBT RATIO (95% VALUATION) = 1,744,033 / \$ 22,420,000 = 7.78%

LOG OF REVISIONS

- 12/27/2016 ADDED SIDEWALK ON NORTH SIDE OF LINCOLN ROAD FROM WITTMUS TO EAST PROP. LINE TO "SIDEWALK / TRAIL" ESTIMATE PHASE II
- 12/27/2016 NOTATION: SIDEWALK WEST OF WITTMUS DR. ON LINCOLN ROAD ARE INCLUDED IN THE LINCOLN ROAD PHASE II PLANS AND INCLUDED IN INTERLOCAL AGR.
- 12/27/2016 A DESCRIPTION OF COST ALLOCATIONS HAS BEEN ADDED TO THE PHASE II CORNHUSKER ROAD COST ESTIMATE FOR CLARIFICATION
- 12/27/2016 THE PHASE II CORNHUSKER ROAD COST ESTIMATE HAS BEEN REVISED PER THE COST ALLOCATION DESCRIPTIONS
- 12/27/2016 SEPARATED OUT EXTERIOR WATER COSTS
- 12/27/2016 SEPARATED LINCOLN, WITTMUS AND CORNHUSKER ROAD SIDEWALKS AND TRAILS NOW INCLUDED IN "SIDEWALKS, TRAILS & PROWAG" SECTION
- 12/27/2016 A SPLASH PARK CONTRIBUTION HAS BEEN INCLUDED
- 12/27/2016 PHASE 3 COSTS INCLUDE 30 FUTURE LOTS NORTH OF CORNHUSKER EVEN THOUGH NOT INCLUDED IN THIS PRELIMINARY PLAT
- 4/7/2017 CHANGED OUTLOT ACRES FOR CAP FACILITY FEES TO 4.1 ACRES
- 4/10/2017 ADDED/REVISED NOTES ON CAPITAL FACILITIES FEES FOR OUTLOTS "A" AND "B"
- 4/14/2017 DELETED 276 SY OF GO PAVING FROM PHASE II COSTS, NO CUL DE SAC GO PAVING ALLOWED
- 4/27/2017 ADDED EXTERIOR WATER MAIN EXTENSION AT CORNHUSKER PER T02 WATER STUDY
- 5/10/2017 ADDED DEBT COMPUTATION AT 95% OF VALUATION
- 5/10/2017 SPECIALLY ASSESSED PORTION OF 12" WATER MAIN NORTH OF CORNHUSKER

Bd

PROJECT: SANITARY SEWER (INTERIOR)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	8 INCH SANITARY SEWER PIPE	1,400	L.F.	30.00	42,000
2	8 INCH SANITARY SEWER PIPE	2,360	L.F.	30.00	70,800
3	54 IN. I.D. SANITARY MANHOLE	120	V.F.	400.00	48,000
4	CRUSHED ROCK BEDDING	200	TON	25.00	5,000
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	5,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$170,800

NOTES:
 1) TOTAL SID COSTS @ 40% - \$238,120
 2) G.O. COSTS TOTAL \$0.00

PROJECT: SANITARY SEWER (OUTFALL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	8 INCH SANITARY SEWER PIPE	0	L.F.	30.00	0
2	54 IN. I.D. SANITARY MANHOLE (3) -	0	V.F.	400.00	0
3	CRUSHED ROCK BEDDING	0	TON	25.00	0
4	CONNECT TO EXIST LINE	0	EA	500.00	0
5	EASEMENT ACQUISITION	0	AC	20000.00	0
6	CONC. RING RETAINERS	0	EA	750.00	0
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	0
TOTAL ESTIMATED CONSTRUCTION COST:					\$0

NOTES:
 1) TOTAL SID COSTS @ 40% - \$0
 2) G.O. COSTS \$0

PROJECT: PAVING (INTERIOR RESIDENTIAL)		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
NO.	ITEM				
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	12,620	S.Y.	\$32.00	\$403,840
2	EARTHWORK	4,207	C.Y.	3.00	12,620
3	ADJUST MANHOLE TO GRADE	48	EA	250.00	12,000
4	STREET SIGNS	5	EA	250.00	1,250
5	SEDIMENT BASIN MAINTENANCE	1	LS	10000.00	10,000
	MISCELLANEOUS (+ 3%)	1	L.S.	XXXX	13,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$452,910

NOTES:
 1) TOTAL DISTRICT COST W/ 40% - \$634,074
 2) G.O. ITEMS

7" PAVING(INTERSECTIONS)	1,818	SY	\$83,890
7" PAVING(OVERWIDTH)	837	SY	\$38,623
7" PAVING(OUTLOT FRONTAGE)	464	SY	\$21,411
STREET SIGNS	5	EACH	\$1,803
SEDIMENT BASIN MAINTENANCE	1	LS	\$14,420
G.O. TOTAL			\$160,146

SPECIAL ASSESSMENT ASSESSMENT \$634,074

PROJECT: PAVING (WITTMUS DRIVE)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	0	EA	\$3,000.00	\$0.00
2	Traffic Control	1	LS	\$2,500.00	\$2,500.00
3	9" Uniform P.C.C. Pavement With Integral Curb, In Place	7200	SY	\$42.00	\$302,400.00
4	5" P.C.C. Sidewalk/Trail, (5' Wide on one side)	0	SF	\$4.00	\$0.00
5	6" P.C.C. Sidewalk/Trail, (10' trail on one side)	0	SF	\$4.50	\$0.00
6	4" Wide Pavement Striping, In Place	3000	LF	\$3.50	\$10,500.00
7	Preformed Pavement Markings Symbols, In Place	2	EA	\$350.00	\$700.00
8	Post Mounted Traffic Sign, In Place	4	EA	\$300.00	\$1,200.00
9	Post Mounted Street Name Sign, In Place	2	EA	\$300.00	\$600.00
10	15" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$35.00	\$0.00
11	18" I.D. RCP Storm Sewer, Class III, In Place	250	LF	\$40.00	\$10,000.00
12	24" I.D. RCP Storm Sewer, Class III, In Place	90	LF	\$50.00	\$4,500.00
13	36" I.D. RCP Storm Sewer, Class III, In Place	0	LF	\$65.00	\$0.00
14	Type I Curb Inlet, In Place	4	EA	\$3,500.00	\$14,000.00
15	Type III Curb Inlet, In Place	5	EA	\$3,500.00	\$17,500.00
16	54" I.D. Storm Sewer Manhole, In Place	0	VF	\$350.00	\$0.00
17	Standard Manhole Ring and Cover, In Place	0	EA	\$800.00	\$0.00
18	Install and Maintain Fabric Silt Fence, In Place	0	LF	\$2.00	\$0.00
19	Install Curb Inlet Filters, In Place	9	EA	\$300.00	\$2,700.00
20	Tensar SC-150 Erosion Control Mat, In Place	1	LS	\$2,500.00	\$2,500.00
21	Type "B" Permanent Seeding, In Place	1	AC	\$1,500.00	\$1,500.00
22	Single Curb Ramps	4	EA	350.00	1,400
23	Markings for Pedestrian Crossings	2	EACH	360.00	720
24	Curb Ramp Inserts (2' x 2')	8	EA	100.00	800

NOTES:

CONSTRUCTION COST SUBTOTAL =	373,520
CONTINGENCY (5%) =	18,676
ESTIMATED PROBABLE CONSTRUCTION COST =	392,196

	CONSTR.	DESIGN	C..M	TESTING	FISCAL	LEGAL	INTEREST	TOTAL
		9.5%	9.5%	3.0%	5.0%	5.0%	8.0%	
SARPY COUNTY SHARE	\$ 130,732	\$ 12,420	\$ 12,420	\$ 3,922	\$ -	\$ -	\$ -	\$ 159,493
GRANITE LAKE G.O. SHARE	\$ 261,464	\$ 24,839	\$ 24,839	\$ 7,844	\$ 19,610	\$ 19,610	\$ 31,376	\$ 389,581
	\$ 392,196	\$ 37,259	\$ 37,259	\$ 11,766	\$ 19,610	\$ 19,610	\$ 31,376	\$ 549,074

NOTE: TRAIL AND SIDEWALKS ALONG WITTMUS ARE INCLUDED IN THE "SIDEWALKS, TRAILS AND PROWAG" SECTION OF THIS COST ESTIMATE

PROJECT: PAVING, STORM & WATER (CORNHUSKER ROAD)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	Install and Maintain Stabilized Construction Entrance	1	EA	\$3,000.00	\$3,000.00
2	Traffic Control	1	LS	\$2,500.00	\$2,500.00
3	9" Uniform P.C.C. Pavement With Integral Curb, In Place	10133	SY	\$42.00	\$425,586.00
4	5" P.C.C. Sidewalk, In Place	0	SF	\$4.00	\$0.00
5	4" Wide Pavement Striping, In Place	6000	LF	\$3.50	\$21,000.00
6	Preformed Pavement Markings Symbols, In Place	4	EA	\$350.00	\$1,400.00
7	Post Mounted Traffic Sign, In Place	6	EA	\$300.00	\$1,800.00
8	Post Mounted Street Name Sign, In Place	4	EA	\$300.00	\$1,200.00
9	18" I.D. RCP Storm Sewer, Class III, In Place	650	LF	\$40.00	\$26,000.00
10	24" I.D. RCP Storm Sewer, Class III, In Place	840	LF	\$45.00	\$37,800.00
11	30" I.D. RCP Storm Sewer, Class III, In Place	40	LF	\$55.00	\$2,200.00
12	72" I.D. RCP Storm Sewer Culvert, Class III, In Place (Cornhusker Road Xing)	500	LF	\$200.00	\$100,000.00
13	72" FES	4	EA	\$2,500.00	\$10,000.00
14	Type I Curb Inlet, In Place	11	EA	\$3,500.00	\$38,500.00
15	Type III Curb Inlet, In Place	10	EA	\$3,500.00	\$35,000.00
16	54" I.D. Storm Sewer Manhole, In Place	16	VF	\$350.00	\$5,600.00
17	Standard Manhole Ring and Cover, In Place	2	EA	\$800.00	\$1,600.00
18	Install and Maintain Fabric Silt Fence, In Place	3000	LF	\$2.00	\$6,000.00
19	Install Curb Inlet Filters, In Place	8	EA	\$300.00	\$2,400.00
20	Tensar SC-150 Erosion Control Mat, In Place	2	AC	\$8,000.00	\$16,000.00
21	Type "B" Permanent Seeding, In Place	3	AC	\$1,500.00	\$4,500.00
22	Single Curb Ramps	6	EA	350.00	2,100
23	Markings for Pedestrian Crossings	3	EACH	360.00	1,080
24	Curb Ramp Inserts (2' x 2')	12	EA	100.00	1,200

NOTES:

CONSTRUCTION COST SUBTOTAL =	746,466
CONTINGENCY (5%) =	37,323
ESTIMATED PROBABLE CONSTRUCTION COST =	783,789

	CONSTR.	DESIGN	C..M	TESTING	FISCAL	LEGAL	INTEREST	TOTAL
		7.6%	7.5%	3.0%	5.0%	5.0%	8.0%	
SARPY COUNTY SHARE	\$ 261,263	\$ 19,595	\$ 19,595	\$ 7,838	\$ -	\$ -	\$ -	\$ 308,290
GRANITE LAKE SHARE	\$ 261,263	\$ 19,595	\$ 19,595	\$ 7,838	\$ 39,189	\$ 39,189	\$ 62,703	\$ 449,373
PROPERTY TO NORTH	\$ 261,263	\$ 19,595	\$ 19,595	\$ 7,838	\$ -	\$ -	\$ -	\$ 308,290
	\$ 783,789	\$ 58,784	\$ 58,784	\$ 23,514	\$ 39,189	\$ 39,189	\$ 62,703	\$ 1,065,953

DESCRIPTION OF COST ALLOCATIONS FOR ESTIMATE

- CORNHUSKER ROAD WILL BE CONSTRUCTED TO THE EOR OF "M" STREET. EXTENSION TO THE EAST WILL BE CONSTRUCTED WHEN CORNHUSKER IS EXTENDED EAST. THIS APPROX. 240' OF ROADWAY IS NOT INCLUDED IN THE ESTIMATE.
- THE "GAP" IN CORNHUSKER ROAD FROM THE WEST P.L. OF GRANITE LAKE WESTERLY TO THE EXISTING PAVEMENT IS NOT INCLUDED IN THIS ESTIMATE AS GRANITE LAKE HAS NOT FRONTAGE.
- CORNHUSKER ROAD FROM THE WEST P.L. TO STREET "O", GENERALLY THE DAM SITE 7 FRONTAGE, HAS BEEN ALLOCATED AS 1/3 SID 317, 1/3 SARPY COUNTY & 1/3 TO THE PROPERTY TO THE NORTH
- CORNHUSKER ROAD FROM STREET "O" TO WITTMUS DR., GENERALLY THE TAX LOT 3B FRONTAGE, HAS BEEN ALLOCATED AS 1/3 PROP. TO THE SOUTH, 1/3 SARPY CO. & 1/3 TO THE PROP. TO THE NORT
- CORNHUSKER ROAD FROM STREET "M" TO WITTMUS DR. HAS BEEN ALLOCATED AS 2/3 TO SID 317 AND 1/3 SARPY CO.

Bf

PROJECT: CONTRIBUTION TO PAVING (LINCOLN ROAD)

NO	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONTRIBUTION TO PAVING & STORM SEWER IMPROVEMENTS TO LINCOLN RD.	1	LS	0	0.00
Total Construction Cost					0
1) TOTAL SID COSTS @ 20% -		\$0			
2) G.O. COSTS		\$0			

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	59	LOTS	\$1,350.00	\$79,650
TOTAL ESTIMATED CONSTRUCTION COST:					\$79,650

NOTES:

1) TOTAL DISTRICT COSTS W/ 32% -	\$105,138
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PROJECT: WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 6" WATER MAIN	1,240	LF	\$23.00	\$28,520
2	INSTALL 8" WATER MAIN	2,400	LF	\$32.00	\$76,800
3	INSTALL 12" WATER MAIN	830	LF	\$45.00	\$37,350
4	FIRE HYDRANT ASSEMBLY (COMPLETE)	9	EA	\$4,000.00	\$36,000
5	6" GATE VALVE AND BOX	5	EA	\$1,000.00	\$5,000
6	8" GATE VALVE AND BOX	4	EA	\$1,200.00	\$4,800
7	12" GATE VALVE AND BOX	2	EA	\$2,000.00	\$4,000
8	PRESSURE TESTING AND DISINFECTION	1	LS	\$7,500.00	\$7,500
9	MISC FITTINGS	1	LS	\$10,000.00	\$10,000
MISCELLANEOUS (+ 3%)		1	L.S.	XXXX	6,300
TOTAL ESTIMATED CONSTRUCTION COST:					\$218,270

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$302,778	OVERSIZE MAIN G.O. COSTS			
		12" MAIN	830	\$13.00 \$10,590	
		12" VALVE	2	\$800.00 \$1,600	
		TOTAL			\$12,190

PROJECT: WATER (EXTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN CORNHUSKER ROAD	1,550	LF	\$47.00	\$72,850
2	FIRE HYDRANT ASSEMBLY (COMPLETE)	3	EA	\$4,000.00	\$12,000
3	12" GATE VALVE AND BOX	3	EA	\$2,000.00	\$6,000
4	PRESSURE TESTING AND DISINFECTION	1	LS	\$5,000.00	\$5,000
5	JACK / BORE CASING	0	LF	\$200.00	\$0
MISCELLANEOUS (+ 3%)		1	L.S.	XXXX	2,900
TOTAL ESTIMATED CONSTRUCTION COST:					\$98,750

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$138,250	COST ALLOCATION			
		50% G.O. GRANITE LAKE (SID 317)			
		50% REIMBURSIBLE NORTH PROP.			
		TOTAL			\$138,250

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PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	69	LOTS	\$2,175.00	\$128,325
2	OUTLOTS	27.53	ACRES	\$6,080.00	\$167,382
3					
TOTAL ESTIMATED CONSTRUCTION COST:					\$295,707

NOTES:

1) TOTAL DISTRICT COST W/ 15% -	\$340,063
SPECIAL ASSESS. GENERAL OBLIGATION	
RESIDENTIAL	\$170,031.53 \$170,031.53
	\$170,031.53 \$170,031.53

PROJECT: STORM SEWER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	38.00	0
2	18" RCP	710	LF	40.00	28,400
3	24" RCP	600	LF	\$2.00	31,200
4	30" RCP	40	LF	70.00	2,800
5	36" RCP	0	LF	80.00	0
6	15"-24" FES	0	EA	700.00	0
7	30"-36" FES	1	EA	1000.00	1,000
8	STORM MANHOLE	14	VF	600.00	8,400
9	CURB INLET	14	EA	2500.00	
10	OUTLET CONTROL	1	EA	2500.00	2,500
11	PERMANENT PCSMP BASINS	1	EA	15000.00	15,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	4,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$93,800

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$129,444
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$129,444

PROJECT: SIDEWALKS, TRAIL, PROWAG

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5" PC CONC. WALK AT OUTLOT FRONTAGE	6,205	SF	\$4.00	\$24,820
2	5" PC CONC. WALK, N. SIDE LINCOLN EAST P.L. TO WITTMUS (5' WIDE)	6,800	SF	\$4.00	\$27,200
3	5" PC CONC. WALK, W. SIDE WITTMUS (5' WIDE)	8,000	SF	\$4.00	\$32,000
4	6" PC CONC. TRAIL E. SIDE WITTMUS (10' WIDE)	16,000	SF	\$4.00	\$64,000
5	5" PC CONC. WALK, S. SIDE CORNHUSKER ROAD (5' WIDE)	13,000	SF	\$4.00	\$52,000
6	SINGLE CURB RAMPS	12	EA	350.00	4,200
7	MARKINGS FOR PEDESTRIAN CROSSINGS	6	EACH	360.00	2,160
8	STOP BARS	6	EACH	200.00	1,200
9	CURB RAMP INSERTS(2'X2')	24	EA	100.00	2,400
	MISCELLANEOUS (+ 3%)	1	L.S.	XXXX	6,300
TOTAL ESTIMATED CONSTRUCTION COST:					\$216,280

NOTES:

1) TOTAL DISTRICT COST W/ 38% -	\$298,488
2) 100% FUTURE G.O.	

PROJECT: GRADING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION)	100,000	CY	\$1.50	\$150,000
2	EARTHWORK STRIP, STOCKPILE & RESPEAD OR TRANSFER	15,000	CY	\$1.40	\$21,000
3	SILT FENCING	1,500	LF	\$2.50	\$3,750
4	TEMPORARY SILT BASINS	1	EA	15000.00	15,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	9,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$199,250

NOTES:

Bh

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : GRANITE LAKE ZONING: SINGLE FAMILY 299 UNITS
 DEVELOPER: TORCZON
 JURISDICTION: PAPPILLION ESTIMATED BY: WESTERGARD
 DATE: 05/10/17 PROJECT NO.: P2014.562.001

GRANITE LAKE - TOTAL PHASE ONE, PHASE TWO & PHASE THREE

ITEM	CONSTRUCT.	TOTAL	PRIVATE/ OTHERS	SARPY COUNTY	FUTURE DEVELOP.	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	1,464,300	2,050,020	0	0	0	2,050,020	0	0
SANITARY SEWER (OUTFALL)	67,900	95,060	0	0	0	0	0	95,060
PAVING(INTERIOR)	1,960,300	2,730,782	0	0	0	2,155,863	0	574,920
PAVING (WITTMUS DRIVE)	653,888	915,443	0	265,914	0	0	0	649,528
PAVING (CORNHUSKER RD)	783,789	1,065,953	0	449,373	308,290	0	0	449,373
CONTRIBUTION TO PAVING (LINCOLN ROAD)	300,000	360,000	0	0	0	0	0	360,000
SIDEWALKS, TRAIL, PROWAG	422,140	582,553	0	0	0	0	0	582,553
WATER (INTERIOR)	946,349	1,324,889	0	0	0	1,223,587	0	101,301
WATER (EXTERIOR)	292,935	410,109		0	0	66,188	135,156	208,765
CAPITAL FACILITIES CHARGES	887,809	1,020,980	0	0	0	510,490	0	510,490
UNDERGROUND ELECTRICAL	403,650	532,818	0	0	0	532,818	0	0
STORM SEWER (INTERIOR)	648,160	894,461	0	0	0	0	0	894,461
CONTRIBUTION TO FUTURE SPLASH PARK	50,000	60,000		0	0	0	0	60,000
GRADING	1,965,450	1,965,450	1,965,450	0	0	0	0	0
TOTALS	10,846,670	14,008,518	1,965,450	715,287	308,290	6,538,966	135,156	4,486,451

PER UNIT COST

\$ 21,869

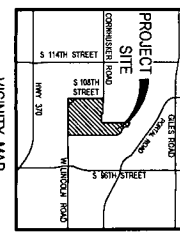
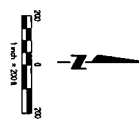
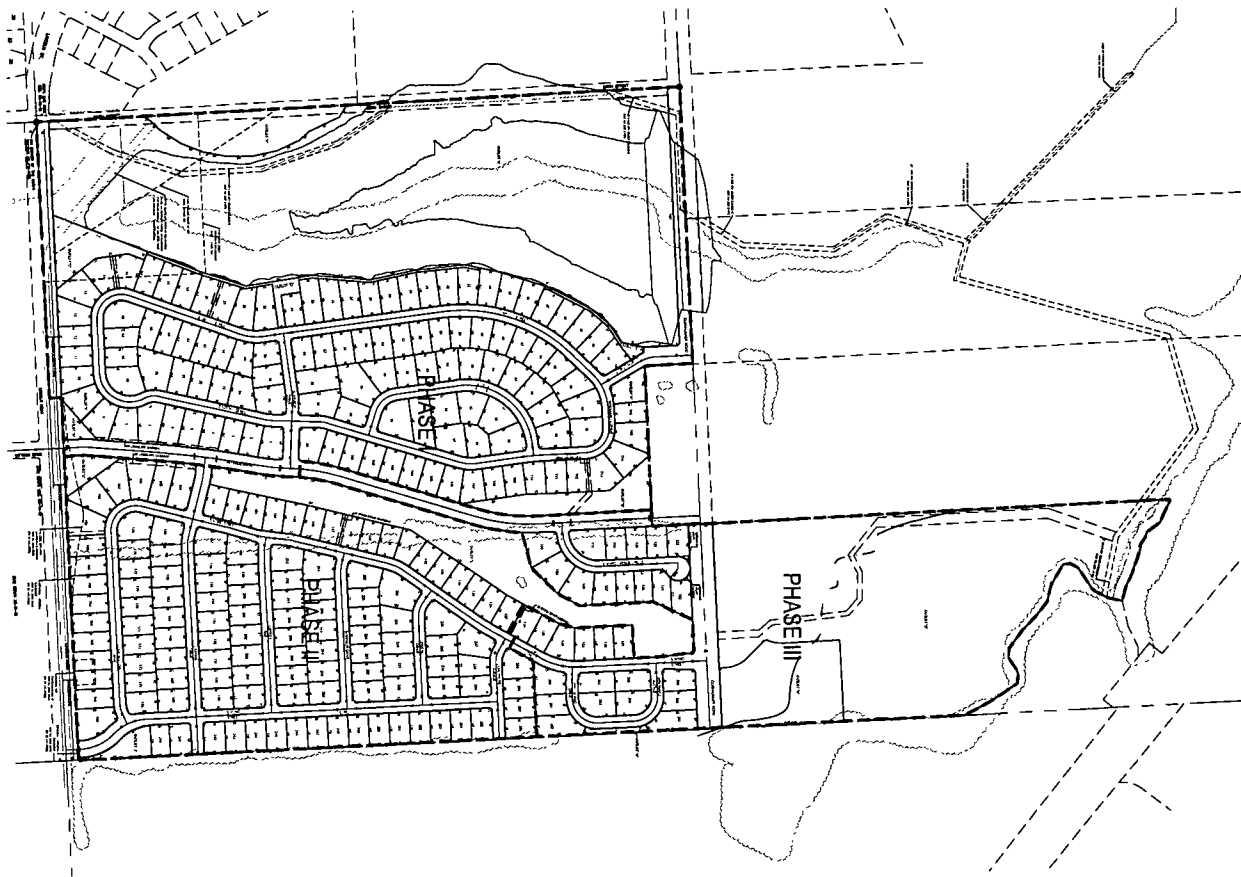
NOTES:

- HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS, LANDSCAPING
- SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION:	299 Units @	\$400,000	=	\$119,800,000	
			TOTAL	\$ 119,800,000	
4) GO DEBT AT 100%	\$4,486,451	/	\$ 119,800,000	=	3.75% (INCLUDES 30 FUTURE LOTS N. OF CORN.)
					4.17% (NOT INCLUDING LOTS N. OF CORN.)
4) GO DEBT AT 95%	4,486,451	/	\$ 113,620,000	=	3.95% (INCLUDES 30 FUTURE LOTS N. OF CORN.)
					4.41% (NOT INCLUDING LOTS N. OF CORN.)

LOG OF REVISIONS

- 12/27/2016 ADDED SIDEWALK ON NORTH SIDE OF LINCOLN ROAD FROM WITTMUS TO EAST PROP. LINE TO "SIDEWALK / TRAIL" ESTIMATE PHASE II
- 12/27/2016 NOTATION: SIDEWALK WEST OF WITTMUS DR. ON LINCOLN ROAD ARE INCLUDED IN THE LINCOLN ROAD PHASE II PLANS AND INCLUDED IN INTERLOCAL AGR.
- 12/27/2016 A DESCRIPTION OF COST ALLOCATIONS HAS BEEN ADDED TO THE PHASE II CORNHUSKER ROAD COST ESTIMATE FOR CLARIFICATION
- 12/27/2016 THE PHASE II CORNHUSKER ROAD COST ESTIMATE HAS BEEN REVISED PER THE COST ALLOCATION DESCRIPTIONS
- 4/7/2017 CHANGED OUTLOT ACRES FOR CAP FACILITY FEES TO 4.1 ACRES
- 4/10/2017 ADDED/REVISED NOTES ON CAPITAL FACILITIES FEES FOR OUTLOTS "A" AND "B"
- 4/14/2017 DELETED 276 SY OF GO PAVING FROM PHASE II COSTS, NO CUL DE SAC GO PAVING ALLOWED
- 4/27/2017 ADDED EXTERIOR WATER MAIN EXTENSION AT CORNHUSKER PER TD2 WATER STUDY
- 5/10/2017 ADDED DEBT COMPUTATION AT 95% OF VALUATION
- 5/10/2017 SPECIALLY ASSESSED PORTION OF 12" WATER MAIN NORTH OF CORNHUSKER



- LEGEND**
- Proposed Road
 - Utility
 - Easement
 - First Water Contour
 - East Water Contour

Proj No.	Revision
P1614-02-001	
Date	Date
04/19/2017	
Designed By	Description
DCW	
Drawn By	
CMS	
Scale	
1" = 200'	
Sheet	
1 of 1	

EXHIBIT "G"
PHASING PLAN

GRANITE LAKE
PARALLON HERVADIA

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