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FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

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*Floyd J. Dowling*

REGISTER OF DEEDS



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**LINCOLN WAY  
 SUBDIVISION AGREEMENT**

THIS AGREEMENT is made this 17<sup>th</sup> day of July, 2018, by and between **LINCOLN WAY, LLC**, a Nebraska limited liability company (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 336 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPIILLION**, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

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

DEVELOPER has requested CITY to approve a specific final platting of the area to be developed, to be known as Lincoln Way, as depicted in the Final Plat exhibit attached hereto as Exhibit B (the "Development Area," as further defined in Section 1); and

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

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

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

**Section 1  
 Definitions**

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

- (1) "Cost(s)" or "Entire Cost", being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys' fees,

inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.

- (2) **“Dedicated Street(s)”** shall mean those areas, including curbing, turn lanes, and all corresponding concrete paving to be constructed, modified, or improved within: (1) that portion of the Development Area designated as Dedicated Street right-of-way (or similar terminology) on Exhibit B, (2) Lincoln Road right-of-way, (3) 96<sup>th</sup> Street right-of-way, (4) Cornhusker Road right-of-way, and (5) 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, or DISTRICT, individually, and **“Parties”**, when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively.
- (7) **“Privately Financed Public Improvement(s)”** shall mean those improvements or betterments identified in Section 2 to be installed and constructed at the sole cost and expense of DEVELOPER, as permitted by Section 6, in lieu of DISTRICT causing the installation and construction of such improvements or betterments using the credit or funds of DISTRICT.
- (8) **“Private Improvement(s)”** shall mean those improvements or betterments required by, or otherwise undertaken by, DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area that shall be privately financed by DEVELOPER because they are not eligible for financing using the credit or funds of DISTRICT.
- (9) **“Property Specially Benefited”** shall mean property benefited by a particular Public Improvement and situated either: (1) within the platted area in which the Public Improvement is situated or (2) outside such platted area in which such Public Improvement is situated but within the corporate limits of DISTRICT and within 300 feet of said platted area.
- (10) **“Proportional Cost Sharing” or “Proportional Cost Share”** shall mean that the responsibility for the Entire Cost of a particular public street, intersection, sidewalk,

traffic signal, or other applicable Public Improvement(s), as specifically identified in this Agreement or in an amendment to this Agreement, as applicable, less any amount contractually assumed by a local governmental entity, shall, by default, be divided among all fronting developments proportional to said developments' Frontage to said public street or intersection. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, traffic signal, or other applicable Public Improvements.

- (11) **“Public Improvements”** shall mean those acquisitions, improvements, betterments, contributions, reimbursements, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (12) **“Street Intersection(s)”** shall mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- (13) **“Warranted”** shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Section 2(A)(15), Section 2(A)(16), Section 5(A)(15), Section 5(A)(16), Section 10(M), Section 10(N)(1), Section 10(N)(3), Section 10(O)(1), Section 10(O)(3), and Section 10(P) of this Agreement, once certain criteria are met. Specifically, any such Public Improvement shall be considered Warranted as soon as either of the following occurs: (1) it is deemed so by a third-party review of a Traffic Impact Study or (2) CITY's promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the 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 Paving and Storm Sewer exhibit attached hereto as Exhibit C, including, but not limited to, improvements within the (1) 96<sup>th</sup> Street Right-of Way and (2) Lincoln Road Right-of-way.

- (4) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading.
- (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 (hereinafter referred to as “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 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) 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 the Sanitary Sewer and Water Exhibit attached hereto as Exhibit D, pursuant to sanitary sewer and water plans heretofore prepared by DISTRICT’s engineer, consulting engineers, and land surveyors.
- (11) Sediment Erosion Control and Detention (or Stormwater Detention). Permanent stormwater detention basins on and off site as shown in the Sediment and Erosion Control Exhibit attached hereto as Exhibit E. Permanent piping for sediment basin and detention ponds.
- (12) Sidewalks and Trails. The sidewalks and trails, as shown in the Sidewalks and Trails Exhibit attached hereto as Exhibit F, which shall specifically include:
  - i. Five foot (5’) sidewalks within: (1) the right-of-ways abutting all Lincoln Way outlots, unless a ten foot (10’) trail is required instead pursuant to Exhibit F, and (2) the north side of the Cornhusker Road right-of-way and (3) the west side of the 96<sup>th</sup> Street right-of-way.

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- ii. Ten foot (10') trail within: (1) the north side of the Lincoln Road right-of-way and (2) the south side of the Cornhusker Road right-of-way.
- (13) 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 C.
- (14) Lincoln Road Reimbursement. Reimbursement in the amount of \$97,803.71 for improvements to Lincoln Road payable to Sarpy County pursuant to that certain Interlocal Cooperation Agreement-Lincoln Road Improvements (Wittmus Drive -- 96<sup>th</sup> Street) (the "Lincoln Road Reimbursement"). Payment to Sarpy County shall be made one (1) year after CITY's approval of this Agreement.
- (15) Traffic Signal at 96<sup>th</sup> Street and Cornhusker Road. A traffic signal located at the intersection of 96<sup>th</sup> Street and Cornhusker Road should such signal be deemed Warranted pursuant to Section 1(A)(13).
- (16) Traffic Signal at 96<sup>th</sup> Street and Osprey Drive. A traffic signal located at the intersection of 96<sup>th</sup> Street and Osprey Drive should such signal be deemed Warranted pursuant to Section 1A(13).

### 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 acquired, constructed, and installed, contributed, and reimbursed, 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 CITY and Sarpy County, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvements and Public Improvements 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:

- (1) Make payment for all applicable fees due to CITY in relation to said construction and installation of said individual Public Improvement;
  - (2) Obtain approval from CITY and Sarpy County, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement prior to DEVELOPER's or DISTRICT's execution of any such agreement(s) or plan(s), as applicable. Once DEVELOPER or DISTRICT obtains approval from CITY and Sarpy County, as applicable, DEVELOPER or DISTRICT shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement. Any such agreement(s) or plan(s) shall contain details describing the manner and means of any additional connections required by or for the Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's or DISTRICT's engineer;
  - (3) 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;
  - (4) 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
  - (5) Obtain final approval from CITY to commence the construction and installation of said Public Improvement.
- D. All Necessary Agreements, Permits, and Approvals for Work within Public Right-of-Way. Prior to commencing any work within any public right(s)-of-way, DEVELOPER or DISTRICT, as applicable, shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way. In the event CITY requests copies of any such agreements, permits, or approvals, DEVELOPER or DISTRICT, as applicable, shall provide said copies to CITY in a timely manner.
- E. 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, contributions or reimbursements towards, or construction of any betterments, Private Improvements, Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area.

- F. 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, which approval shall not be unreasonably withheld or delayed.

**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, other than as provided in this Agreement, incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility without approval by Resolution of City Council.
- B. 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 the Source and Use of Funds attached hereto as Exhibit G. 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 Source and Use of Funds Summary page of Exhibit G (the "Required Amount") at the time of levy of special assessments. Subject to CITY approval, 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 G, do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT shall not reallocate such unexpended funds to any other Public Improvement or other expense without prior approval from CITY.
- D. 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 G, 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) The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per lot basis for single-family and duplex residential lots and a per acre basis for all other use classifications (including outlots) and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Entire Cost of all Capital Facilities Charges shall be subject to the following terms:

- i. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:
  - a. Lots 1 - 123 and Outlots A, B, C and D. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$552,848.50 based on 122 single-family residential lots at \$2,400.00 per lot (\$292,800.00) plus 16.81 acres of multi-family residential at \$7,660.00 per acre (\$128,764.60) plus 19.58 acres of outlots at \$6,705.00 per acre (\$131,283.90), less a 25% credit for exterior water main extension of \$138,212.13 for a net charge of \$414,636.37.
- ii. Special Assessments. Not less than fifty percent (50%) of Capital Facilities Charges invoiced by CITY shall be specially assessed against property served. The remaining balance may be privately financed by DEVELOPER or borne by general obligation of DISTRICT.
- iii. Invoicing and Payment Deadline. CITY shall issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(A)(1)(i)(a) upon CITY's execution of this Agreement. One hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY within 60 days of the invoice issuance date. In the event that Capital Facilities Charges are not paid by DISTRICT no later than 60 days after the invoice issuance date, then the total Capital Facilities Charges amount contemplated herein shall be recalculated based on the amount set forth in the Master Fee Schedule at the time the Capital Facilities Charges fee amount is paid in full. Any cost differential in the Capital Facilities Charge that results due to said charge not being remitted by DISTRICT to CITY within 60 days after issuance of invoice shall be specially assessed or paid privately. Such cost differential shall not be a general obligation cost.
- iv. 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 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 Dedicated Street construction shall be paid by special assessment against the Property Specially Benefited, except that the following Costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER:

- i. One hundred percent (100%) of the Cost of the concrete paving and construction of Street Intersections.
- ii. One hundred percent (100%) of the Cost differential for pavement thickness in excess of six inches (6") for reinforced concrete or seven inches (7") for plain concrete.
- iii. One hundred percent (100%) of the Cost differential for pavement width in excess of twenty-five feet (25') inclusive of curb and gutters.
- iv. One hundred percent (100%) of the Cost of the paving of Cornhusker Road and 96<sup>th</sup> Street Improvements.

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 Dedicated Street right-of-way grading, including Street Intersections, shall be privately financed by DEVELOPER, except that the Entire Cost of the grading associated with the coring of Dedicated Streets and backfilling after paving may be borne by general obligation of DISTRICT. One hundred percent (100%) of the Entire Cost for coring of streets and backfilling shall be specially assessed against the Property Specially Benefited within the Development Area, except that the Cost for coring and backfilling Dedicated Streets with a width in excess of twenty-five feet (25') inclusive of curb and gutters and Street Intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. As provided under Section 2(A)(4), the definition of Dedicated Street Right-of-Way Grading excludes initial site grading. Initial site grading shall be completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.

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- (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 OPPD by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against the Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
  - (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) 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.

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

(11) 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 shall assume the sole obligation for the construction of the Temporary Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. Costs shall be defrayed as follows:

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

- v. One hundred percent (100%) of the Costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER.

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

- (12) 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.
- (13) 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.
- (14) Lincoln Road Reimbursement. One hundred percent (100%) of the Cost of Lincoln Road Reimbursement may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (15) Traffic Signal at 96<sup>th</sup> Street and Cornhusker. In the event that a traffic signal is deemed Warranted at 96<sup>th</sup> Street and Cornhusker Road, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at 96<sup>th</sup> Street and Cornhusker Road and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (16) Traffic Signal at 96<sup>th</sup> Street and Osprey Lane. In the event that a traffic signal is deemed Warranted at 96<sup>th</sup> Street and Osprey Lane, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at 96<sup>th</sup> Street and Osprey Lane and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

**Section 6**  
**Privately Financed Public Improvements and Related Terms**

A. 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, or as required by law, which relate to the acquisition, construction, and installation of the Public Improvements shall also apply unless explicitly stated otherwise.

## **Section 7**

### **General Obligation Professional Services Fees**

A. 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.

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- 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.
  - 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) Connection to CITY's Sanitary and Wastewater Sewer System. CITY hereby grants permission to DISTRICT to connect its Sanitary Sewer and Wastewater Sewer System to the sanitary sewer and wastewater sewer system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY, DEVELOPER, and DISTRICT.
- (3) Connection to CITY's Water System. CITY hereby grants permission to DISTRICT to connect its water system to the water distribution system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY, DEVELOPER, 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 G. 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 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. 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 Benefited by any Public Improvements constructed by DISTRICT, DISTRICT shall abide by the following terms:

- i. DISTRICT shall obtain written approval from CITY for proposed special assessment schedules. This provision shall not be construed as an obligation incumbent upon CITY to provide such approval, but rather as an obligation incumbent upon DISTRICT to obtain approval from CITY before publishing notice and equalizing or levying said special assessments.
- ii. DISTRICT shall submit to CITY:
  - a. A schedule of the proposed special assessments;
  - b. A schedule of all general obligation costs spent by DISTRICT;
  - c. A plat of the area to be assessed;
  - d. A full and detailed statement of the Entire Cost of each type of Public Improvement, which statement or statements shall separately show:
  - e. The amount paid to the contract;
  - f. The amount paid to DISTRICT's Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all reimbursables that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);
  - g. The amount paid to DISTRICT's Attorney(s);
  - h. The amount paid to DISTRICT's Fiscal Agent(s), including underwriter(s) for the placement of warrants and DISTRICT's municipal advisor(s) and other financial services advisor(s) for services during construction; and
  - i. The amount paid for penalties, forfeitures, or default charges; and
  - j. A complete and itemized warrant registry detailing the warrant numbers, payee name, registration date, maturity date, interest date, interest rate, the amount paid with corresponding invoice numbers to payee, and the Public Improvement project for which the warrants were issued.

- (10) 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, without prior consent of CITY, which consent may be reasonably withheld at CITY's sole discretion shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through December 31<sup>st</sup> of the year that: (i) all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt and (ii) the debt ratio of DISTRICT as fully bonded is less than or equal to five percent (5%).
- (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 to extend the original maturity date of the applicable bonds by more than five years without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (16) 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. DISTRICT shall take any action necessary to ensure that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit B prior to the execution of this Agreement.
- B. Building Permits. DEVELOPER acknowledges that CITY shall not issue a building permit for DEVELOPER's construction of improvements on the Property unless:
- (1) The Property is served by a public road and access within the site is provided by an approved hard surface acceptable to the City of Papillion Chief Building Official. In the event that construction of any Dedicated Streets is not complete on the date DEVELOPER applies for a building permit for any lot, DEVELOPER, the City of Papillion Chief Building Official, the City Engineer, and the Papillion Fire Chief will cooperate in determining an appropriate temporary access to serve before City issues a building permit for the Property. DEVELOPER shall be responsible for providing temporary street signage, including street names and stop signs, for such temporary access as determined appropriate by CITY.
  - (2) Either water service or a water tanker is readily available which is sufficient to fight a fire during construction of the building contemplated in the corresponding building permit.
- C. Covenants. DEVELOPER shall establish and record with the Sarpy County Register of Deeds covenants for the Development Area that: (1) address street creep/driveway binding on curved streets, (2) provide for over-lot drainage, and (3) require consistent fencing along 96<sup>th</sup> Street. DEVELOPER shall provide documentation that the covenants have been recorded against each and every lot within the Development Area 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.

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- (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 shall 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. Pursuant to Neb. Rev. Stat. § 31-736, CITY hereby grants DISTRICT the requisite approval to acquire by purchase any off-site easements necessary to construct its sanitary sewer system and to connect to CITY's water system as contemplated by this Agreement ("Off-site Sewer and Water Easements"). Alternatively, CITY acknowledges that DISTRICT may desire to acquire said Off-site Sewer and Water Easements by one of the other methods set out under Neb. Rev. Stat. § 31-736. In such a case, DISTRICT acknowledges that a separate approval from CITY, outside of this Agreement, is required before DISTRICT may exercise any other method of acquisition of real or personal property besides acquisition by purchase.

F. Fees.

- (1) Arterial Street Improvement Program (ASIP) Fees. The Parties acknowledge that all new building permits shall be subject to ASIP Fees as provided for in the Papillion Master Fee Schedule.
- (2) Review Fee for Improvements by DISTRICT. DISTRICT shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.
- (3) Review Fee for Improvements by DEVELOPER. 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

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Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of the invoice issuance date.

- (4) Sewer Connection Fees. The Parties acknowledge that all new building permits for any structure that requires connection to the sanitary and wastewater system of DISTRICT or CITY shall be subject to Sewer Connection Fees as provided for in the Papillion Master Fee Schedule..
  - (5) 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.
  - (6) 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 Reimbursement Agreement(s). Upon the creation of any Sanitary and Improvement District on an adjoining property, or the development of such property by a private developer, DISTRICT shall enter into any Reimbursement Agreement(s) with CITY, such Sanitary and Improvement District(s), private developer(s), and/or Sarpy County, as applicable, to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT's municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT's circumstances and shall not constitute a relief of DISTRICT's reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.
- I. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, and assigns shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. DISTRICT and CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.
- J. One Call Services.
- (1) CITY shall provide public [IDENTIFY: water main, sanitary sewer line, or water main and sewer line] locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area.

Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT shall timely pay to CITY a corresponding fee at the rate established in the Master Fee Schedule for locates that are reasonably required and performed by CITY within the Development Area as received over the One Call System, as invoiced by CITY.

- (2) CITY shall invoice DISTRICT for the required payment for services on an annual basis and DISTRICT shall have 30 days in which to make payment after receiving such invoice. CITY shall maintain records of all costs incurred within the Development Area for locating services and DISTRICT shall have the right to audit and review such records at any time to assure that such records are accurate.

K. 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.

L. 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.

M. 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, left turn lane, or deceleration lane is Warranted at the intersection of 96<sup>th</sup> Street and Cornhusker Road and the intersection of 96<sup>th</sup> Street and Osprey Lane and provide said study to CITY as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon reasonable request made by the City Administrator or the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be requested or conducted provided that such requests are reasonable.
- (2) DISTRICT shall timely reimburse CITY for the reasonable costs paid by City, if any, for contracting a third-party review of every Traffic Impact Study that is submitted to CITY pursuant to this Agreement. Said third-party review shall be conducted by a third-party reviewer of CITY's choosing.

N. Traffic Signal at 96<sup>th</sup> Street and Cornhusker Road.

- (1) In the event that a traffic signal is deemed Warranted at 96<sup>th</sup> Street 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: (1) any Sanitary and Improvement District(s) formed for the development of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Cornhusker Road, (2) any private developer(s) of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Cornhusker Road.

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- (2) CITY shall require a proportionate reimbursement to DISTRICT for the cost of the traffic signal at 96<sup>th</sup> Street and Cornhusker Road as a condition of CITY's approval for: (1) any development(s) by any Sanitary and Improvement District(s) formed for the development of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Cornhusker Road, (2) any development(s) by any private developer(s) of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Cornhusker Road.
- (3) In the event that a traffic signal is deemed Warranted at 96<sup>th</sup> Street and Cornhusker Road, or upon the request of CITY, DISTRICT shall attempt to enter into an agreement with Sarpy County, any other interested sanitary and improvement district(s), and/or any interested private developer(s), as applicable, to establish DISTRICT's reimbursement for said traffic signal at 96<sup>th</sup> Street and Cornhusker Road ("96<sup>th</sup> Street and Cornhusker Road Traffic Signal Agreement"). In the event that the 96<sup>th</sup> Street and Cornhusker Road Traffic Signal Agreement is not executed or the 96<sup>th</sup> Street and Cornhusker Road Traffic Signal Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit G, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit G or, alternatively, such overage maybe privately financed by DEVELOPER.

O. Traffic Signal at 96<sup>th</sup> Street and Osprey Lane.

- (1) In the event that a traffic signal is deemed Warranted at 96<sup>th</sup> Street and Osprey Lane, DISTRICT shall be responsible for 100% of the Proportional Cost Share of the traffic signal and intersection improvements related to such traffic signal. DISTRICT shall act as the lead agent for the installation of said signal and any related intersection improvements and shall commence construction and installation of said improvements as soon as they are Warranted. CITY agrees that the obligation to act as lead agent may, alternatively, be assumed by: (1) any Sanitary and Improvement District(s) formed for the development of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Osprey Lane, (2) any private developer(s) of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Osprey Lane.
- (2) CITY shall require a proportionate reimbursement to DISTRICT for the cost of the traffic signal at 96<sup>th</sup> Street and Osprey Lane as a condition of CITY's approval for: (1) any development(s) by any Sanitary and Improvement District(s) formed for the development of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Osprey Lane, (2) any development(s) by any private developer(s) of the property on the east side of 96<sup>th</sup> Street that abuts and will be served by the intersection of 96<sup>th</sup> Street and Osprey Lane.
- (3) In the event that a traffic signal is deemed Warranted at 96<sup>th</sup> Street and Osprey Lane, or upon the request of CITY, DISTRICT shall attempt to enter into an agreement with Sarpy County, any other interested sanitary and improvement district(s), and/or any



interested private developer(s), as applicable, to establish DISTRICT's reimbursement for said traffic signal at 96<sup>th</sup> Street and Osprey Lane ("96<sup>th</sup> Street and Osprey Lane Traffic Signal Agreement"). In the event that the 96<sup>th</sup> Street and Osprey Lane Traffic Signal Agreement is not executed or the 96<sup>th</sup> Street and Osprey Lane Traffic Signal Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit G, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit G or, alternatively, such overage maybe privately financed by DEVELOPER.

P. Cornhusker Road. DISTRICT shall commence the design, bidding, and construction of the third lane of Cornhusker Road immediately upon a determination that a third lane is Warranted.

Q. Timing and Responsibility for Sidewalks and Trails.

(1) Lincoln Way Public Street Sidewalks. Unless otherwise provided herein, the Parties acknowledge that the construction of a five foot (5') sidewalk within the Lincoln Way public street right-of-ways, including 96<sup>th</sup> Street right-of-way, shall be the responsibility of the individual owner(s) of the respective lots abutting said public street right-of-ways. DISTRICT shall construct and maintain the sidewalk within the public street right-of-ways abutting any Lincoln Way outlots.

(2) Lincoln Road Right-of-Way Trail. DISTRICT shall construct the ten foot (10') Lincoln Road Right-of-Way Trail depicted in Exhibit F in conjunction with the improvement of 99<sup>th</sup> Street.

(3) Cornhusker Road Trail. DISTRICT shall construct the ten foot (10') trail depicted in Exhibit F within the Cornhusker Road right-of-way within five (5) years of the plat filing.

**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) (the "Lincoln Way Homeowners Association"), or transferring ownership of said outlot(s) to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership.

B. 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 shall provide written notice to the transferee of the forgoing restriction which prohibits the construction of any buildings on any outlots within the Development Area at least sixty (60) days prior to closing on the sale, donation, or other transfer of said outlot(s) to any entity other than the Lincoln Way Homeowners Association. Further, DEVELOPER shall provide CITY

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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 shall pay all property taxes due for any outlot(s) owned by DEVELOPER, and DISTRICT shall pay all property taxes due for any outlot(s) owned by DISTRICT, in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale.
- D. Ownership Transfer Prior to Annexation. Ownership of Outlots A, B, C, and D, and all easement rights owned by DEVELOPER and DISTRICT within the Development Area, shall either be maintained by DEVELOPER or transferred to the Lincoln Way Homeowners Association prior to annexation by CITY.

## **Section 12 Annexation**

- A. Annexation Notice. Any time subsequent to when DISTRICT is put on written notice by CITY that CITY is conducting an investigation to determine the feasibility of annexing said DISTRICT, DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget or in the case of a bona fide emergency to prevent injury or damages, without first obtaining permission from CITY, which permission may only be granted by a majority vote of those members elected or appointed to City Council.
- B. Property Owners Association. DEVELOPER shall cause the formation of the Lincoln Way Homeowners Association prior to the annexation of DISTRICT by CITY, regardless of whether such annexation is a complete annexation or a partial annexation, unless such requirement is waived by the City Administrator.
- C. 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 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;

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

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

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

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

### **Section 13 Miscellaneous Provisions**

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section [INSERT REFERENCE TO MODIFICATION BY AGREEMENT] 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 lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.
- G. 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 other 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 shall defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys’ fees, other litigation costs,

demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, lack of performance, or subdivision layout and design by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

- (1) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by DEVELOPER's or DISTRICT's breach, default, or failure to perform or properly perform any of DEVELOPER's or DISTRICT's obligations required by any warranty, representation, obligation, or responsibility arising out of state, federal, or local law, or from any provision of this Agreement;
- (2) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's respective employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;
- (3) Any injury, loss, or damage to any person occurring while said individual is on any premises within the Development Area;
- (4) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right(s)-of-way or easements, by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents pursuant to Neb. Rev. Stat. § 31-736 or any other grant of authority.

K. 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 hereto or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or

AC

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 all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY.

N. 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: Lincoln Way, LLC  
17007 Marcy Street, Suite 2  
Omaha, NE 68118  
Attn: Drew Snyder

(2) For DISTRICT: Sanitary and Improvement District  
No. 336 of Sarpy County, Nebraska  
c/o Fullenkamp, Jobeun, Johnson & Beller, LLP  
11440 West Center Road, Suite C  
Omaha, NE 68144  
Attn: Larry Jobeun

(3) For CITY: City Clerk  
City of Papillion  
122 East Third Street  
Papillion, NE 68046

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

O. 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,

AS

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.

*(Signatures on following pages.)*

A2

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

Nicole L. Brown  
Nicole L. Brown, City Clerk

By David P. Black  
David P. Black, Mayor

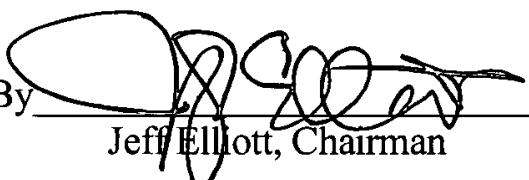
CITY SEAL





AS

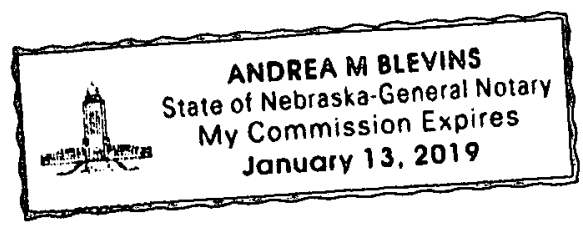
SANITARY AND IMPROVEMENT DISTRICT  
NO. 336 OF SARPY COUNTY, NEBRASKA

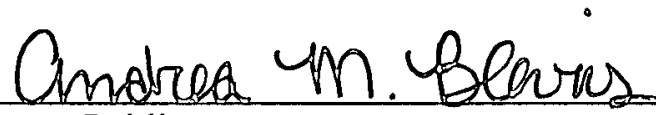
By  \_\_\_\_\_  
Jeff Elliott, Chairman

STATE OF NEBRASKA    )  
                                  )    ss.  
COUNTY OF SARPY    )

Before me, a notary public, in and for said county and state, personally came Jeff Elliott, Chairman of Sanitary and Improvement District No. 336 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of July, 2018.



  
\_\_\_\_\_  
Notary Public

Ag

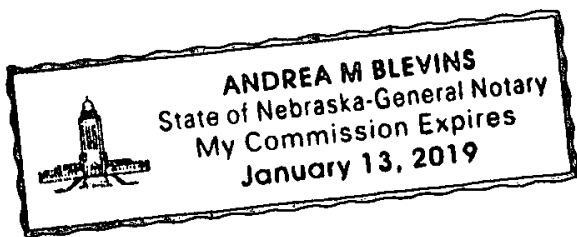
LINCOLN WAY, LLC, a Nebraska limited liability company,

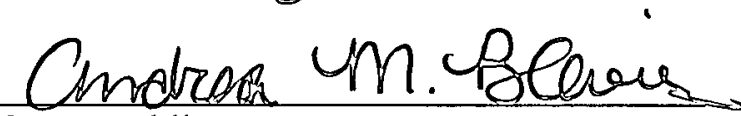
By   
Drew Snyder, Manager

STATE OF NEBRASKA     )  
  )     ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Drew Snyder, Manager of Lincoln Way, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such limited liability company.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of July, 2018.



  
Notary Public

Am

**SUBDIVISION AGREEMENT  
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

SECTIONS:

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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, Representations, and Acknowledgements by CITY
9	Covenants, Representations, and Acknowledgements by DISTRICT
10	Other Terms and Obligations
11	Outlots in Private Ownership
12	Annexation
13	Miscellaneous Provisions

EXHIBITS:

A	Legal Description with Metes and Bounds
B	Final Plat
C	Paving and Storm Sewer
D	Sanitary Sewer and Water
E	Sediment and Erosion Control
F	Sidewalks and Trails
G	Source and Use of Funds

Ai

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

TAX LOT 7A, LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 NE 1/4) OF SECTION TWENTY-EIGHT TOWNSHIP FOURTEEN (14) NORTH, RANGE TWELVE (12) EAST, SARPY COUNTY, NEBRASKA, EXCEPTING THAT PART DESCRIBED AS: PART OF TAX LOT 7A IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP FOURTEEN (14) NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION TWENTY-EIGHT (28);

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), BEARING SOUTH 87 DEGREES 31 MINUTES 04 SECONDS WEST (AN ASSUMED BEARING) FOR 909.19 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE; BEARING SOUTH 87 DEGREES 31 MINUTES 04 SECONDS WEST FOR 406.61 FEET TO A POINT ON THE WEST PROPERTY LINE OF SAID TAX LOT 7A;

THENCE ALONG SAID WEST LINE, BEARING NORTH 02 DEGREES 31 MINUTES 12 SECONDS WEST FOR 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD;

THENCE CONTINUING ALONG SAID WEST LINE, BEARING NORTH 02 DEGREES 31 MINUTES 12 SECONDS WEST FOR 17.00 FEET TO A POINT BEING 50.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4);

THENCE ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, BEARING NORTH 87 DEGREES 31 MINUTES 04 SECONDS EAST FOR 406.64 FEET;

THENCE BEARING SOUTH 02 DEGREES 28 MINUTES 56 SECONDS EAST FOR 17.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD;

THENCE CONTINUING BEARING SOUTH 02 DEGREES 28 MINUTES 56 SECONDS EAST FOR 33.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

TAX LOT 9A1, LYING SOUTH OF THE PAPILLION CREEK, IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP FOURTEEN (14) NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

# LINCOLN WAY

LOTS 1 THRU 123, INCLUSIVE  
AND OUTLOTS A, B, C AND D

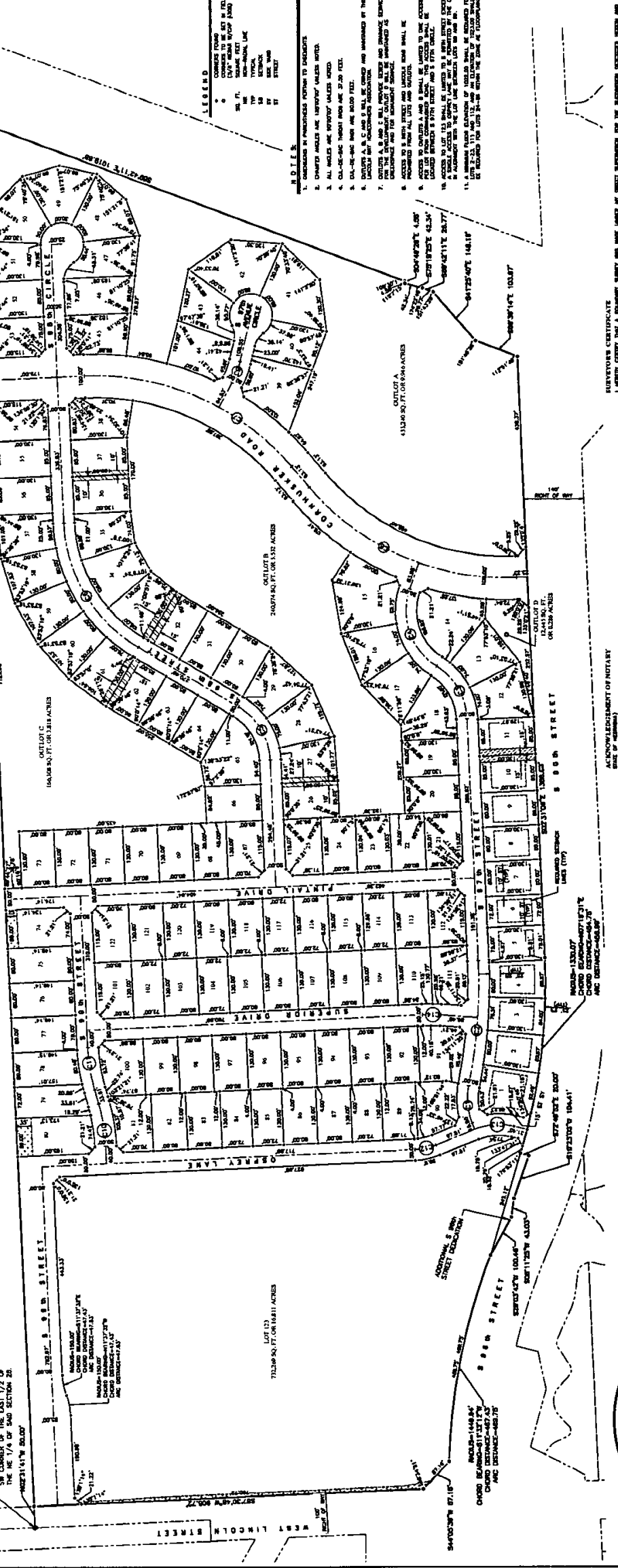
BEING A PLATTING OF PART OF THE EAST 1/4 OF SECTION 28 AND OF PART OF  
THE SW 1/4 OF SECTION 21 ALL IN T14N, R16E OF THE 6th T.M., SARTY COUNTY, NEBRASKA.

**LEGEND**

	ORDINANCE ENCUMBRANCE
	PERMANENT EASEMENT
	EASEMENT BY IMPAIRMENT
	EASEMENT BY PRESCRIPTION
	EASEMENT BY ESTOPPEL
	EASEMENT BY NECESSITY

**TDS**  
engineering  
& surveying

Thorpe, Johnson & Dornier, Inc.  
10830 CM, LLC  
Omaha, NE 68154  
P-402.330.8860 F-402.330.5966  
tds200.com



**ACKNOWLEDGMENT OF NOTARY**

\_\_\_\_\_, Notary Public in and for the State of Nebraska, do hereby certify that \_\_\_\_\_, Clerk of the Board of Public Works, was present at the recording of this plat and that the same has been recorded in accordance with the provisions of the laws of this State.

\_\_\_\_\_, Clerk of the Board of Public Works

\_\_\_\_\_, Notary Public

\_\_\_\_\_, Mayor of the City of Papillion

**CENTRIKLINE CURVE DATA**

CLM	DELTA	TANGENT	CHORD	ARC LENGTH	AREA
C1	120°	100.00	100.00	100.00	100.00
C2	120°	100.00	100.00	100.00	100.00
C3	120°	100.00	100.00	100.00	100.00
C4	120°	100.00	100.00	100.00	100.00
C5	120°	100.00	100.00	100.00	100.00
C6	120°	100.00	100.00	100.00	100.00
C7	120°	100.00	100.00	100.00	100.00
C8	120°	100.00	100.00	100.00	100.00
C9	120°	100.00	100.00	100.00	100.00
C10	120°	100.00	100.00	100.00	100.00

**CENTRIKLINE CURVE DATA**

CLM	DELTA	TANGENT	CHORD	ARC LENGTH	AREA
C11	120°	100.00	100.00	100.00	100.00
C12	120°	100.00	100.00	100.00	100.00
C13	120°	100.00	100.00	100.00	100.00
C14	120°	100.00	100.00	100.00	100.00
C15	120°	100.00	100.00	100.00	100.00
C16	120°	100.00	100.00	100.00	100.00
C17	120°	100.00	100.00	100.00	100.00
C18	120°	100.00	100.00	100.00	100.00
C19	120°	100.00	100.00	100.00	100.00
C20	120°	100.00	100.00	100.00	100.00

**CENTRIKLINE CURVE DATA**

CLM	DELTA	TANGENT	CHORD	ARC LENGTH	AREA
C21	120°	100.00	100.00	100.00	100.00
C22	120°	100.00	100.00	100.00	100.00
C23	120°	100.00	100.00	100.00	100.00
C24	120°	100.00	100.00	100.00	100.00
C25	120°	100.00	100.00	100.00	100.00
C26	120°	100.00	100.00	100.00	100.00
C27	120°	100.00	100.00	100.00	100.00
C28	120°	100.00	100.00	100.00	100.00
C29	120°	100.00	100.00	100.00	100.00
C30	120°	100.00	100.00	100.00	100.00

**APPROVAL BY SARTY COUNTY PUBLIC WORKS**

\_\_\_\_\_, Clerk of the Board of Public Works, do hereby certify that the plat of \_\_\_\_\_, City Engineer, has been approved by the Board of Public Works of the County of Sarty, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, Clerk of the Board of Public Works

\_\_\_\_\_, Mayor of the City of Papillion

**APPROVAL BY PAPILLION CITY ENGINEER**

\_\_\_\_\_, City Engineer, do hereby certify that the plat of \_\_\_\_\_, City Engineer, has been approved by the City Engineer of the City of Papillion, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, City Engineer

**APPROVAL BY PAPILLION CITY ENGINEER**

\_\_\_\_\_, City Engineer, do hereby certify that the plat of \_\_\_\_\_, City Engineer, has been approved by the City Engineer of the City of Papillion, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, City Engineer

**APPROVAL BY PAPILLION CITY ENGINEER**

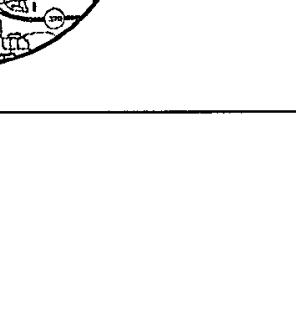
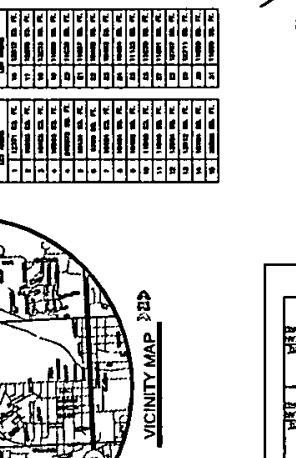
\_\_\_\_\_, City Engineer, do hereby certify that the plat of \_\_\_\_\_, City Engineer, has been approved by the City Engineer of the City of Papillion, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, City Engineer

**APPROVAL BY PAPILLION CITY ENGINEER**

\_\_\_\_\_, City Engineer, do hereby certify that the plat of \_\_\_\_\_, City Engineer, has been approved by the City Engineer of the City of Papillion, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, City Engineer



**TDS**  
engineering  
& surveying

**LEGEND**

	ORDINANCE ENCUMBRANCE
	PERMANENT EASEMENT
	EASEMENT BY IMPAIRMENT
	EASEMENT BY PRESCRIPTION
	EASEMENT BY ESTOPPEL
	EASEMENT BY NECESSITY

**NOTES**

1. SHOWN ON THIS PLAT ARE ALL ENCUMBRANCES WHICH AFFECT THE LAND DESCRIBED HEREON.
2. ALL LOTS ARE SUBJECT TO ANY AND ALL UNRECORDED EASEMENTS WHICH MAY AFFECT SAID LOTS.
3. THE DISTANCES AND BEARINGS ARE AS SHOWN ON THIS PLAT.
4. THE CORNERS AND POINTS ARE AS SHOWN ON THIS PLAT.
5. THE AREA OF EACH LOT IS AS SHOWN ON THIS PLAT.
6. THE TOTAL AREA OF ALL LOTS IS AS SHOWN ON THIS PLAT.
7. THE AREA OF EACH SECTION IS AS SHOWN ON THIS PLAT.
8. THE TOTAL AREA OF ALL SECTIONS IS AS SHOWN ON THIS PLAT.
9. THE AREA OF EACH TOWNSHIP IS AS SHOWN ON THIS PLAT.
10. THE TOTAL AREA OF ALL TOWNSHIPS IS AS SHOWN ON THIS PLAT.
11. THE AREA OF EACH RANGE IS AS SHOWN ON THIS PLAT.
12. THE TOTAL AREA OF ALL RANGES IS AS SHOWN ON THIS PLAT.
13. THE AREA OF EACH MERIDIAN IS AS SHOWN ON THIS PLAT.
14. THE TOTAL AREA OF ALL MERIDIANS IS AS SHOWN ON THIS PLAT.
15. THE AREA OF EACH QUARTER SECTION IS AS SHOWN ON THIS PLAT.
16. THE TOTAL AREA OF ALL QUARTER SECTIONS IS AS SHOWN ON THIS PLAT.
17. THE AREA OF EACH SECTION QUARTER IS AS SHOWN ON THIS PLAT.
18. THE TOTAL AREA OF ALL SECTION QUARTERS IS AS SHOWN ON THIS PLAT.
19. THE AREA OF EACH SECTION QUARTER QUARTER IS AS SHOWN ON THIS PLAT.
20. THE TOTAL AREA OF ALL SECTION QUARTER QUARTERS IS AS SHOWN ON THIS PLAT.

**ACKNOWLEDGMENT OF NOTARY**

\_\_\_\_\_, Notary Public in and for the State of Nebraska, do hereby certify that \_\_\_\_\_, Clerk of the Board of Public Works, was present at the recording of this plat and that the same has been recorded in accordance with the provisions of the laws of this State.

\_\_\_\_\_, Clerk of the Board of Public Works

\_\_\_\_\_, Notary Public

\_\_\_\_\_, Mayor of the City of Papillion









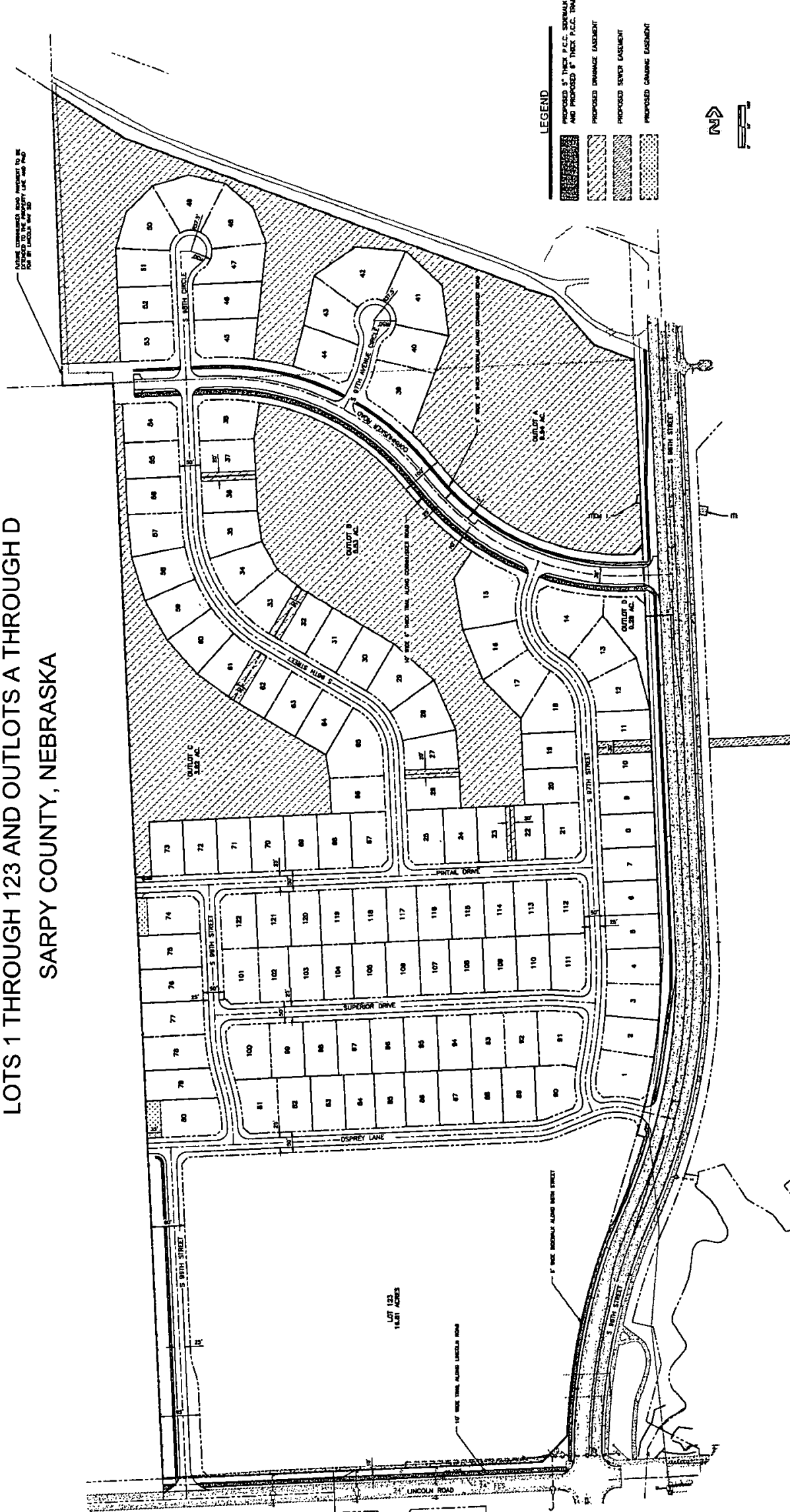
**T&E**  
 engineering  
 & surveying

Thompson, Dressman & Sommer, Inc.  
 10838 OM MI Rd  
 Omaha, NE 68154  
 P-402.330.8860 www.tdsco.com

Lincoln Way  
 HyperHome

Lincoln Way LLC

**LINCOLN WAY**  
 LOTS 1 THROUGH 123 AND OUTLOTS A THROUGH D  
 SARPY COUNTY, NEBRASKA



**LEGEND**  
 PROPOSED 5' THICK P.C.C. SIDEWALK AND PROPOSED 8" THICK P.C.C. TRAIL  
 PROPOSED DRAINAGE EASEMENT  
 PROPOSED SEWER EASEMENT  
 PROPOSED GRADING EASEMENT

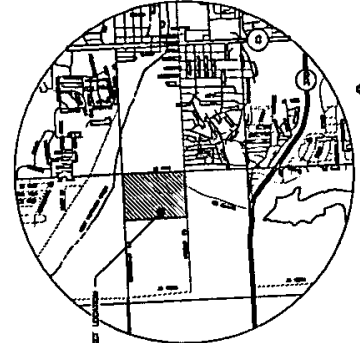


No.	Description	Sheet No.

Drawn By: MCB  
 Checked By: JCB  
 Date: 4-4-14

Sidewalks and  
 Trails Plan

Exhibit F



VICINITY MAP  
 LEGAL DESCRIPTION  
 THIS IS A PORTION OF SECTION 10, T24N, R10W, S20E, NEBRASKA.

**OWNER**  
 LINCOLN WAY LLC  
 10838 OM MI RD  
 OMAHA, NE 68154

**SUBDIVIDER**  
 LINCOLN WAY LLC  
 10838 OM MI RD  
 OMAHA, NE 68154

**ENGINEER**  
 THOMPSON, DRESSMAN & SOMMER  
 10838 OM MI RD  
 OMAHA, NE 68154

**NOTES**

1. THESE DRAWINGS ARE THE PROPERTY OF T&E. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SHOWN AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.
2. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF T&E.
3. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF T&E.
4. THE CLIENT HAS BEEN ADVISED OF THE OBLIGATIONS AND LIMITATIONS OF THE PROFESSIONAL ENGINEER AND ARCHITECT.
5. THE CLIENT HAS BEEN ADVISED OF THE OBLIGATIONS AND LIMITATIONS OF THE PROFESSIONAL ENGINEER AND ARCHITECT.
6. THE CLIENT HAS BEEN ADVISED OF THE OBLIGATIONS AND LIMITATIONS OF THE PROFESSIONAL ENGINEER AND ARCHITECT.
7. THE CLIENT HAS BEEN ADVISED OF THE OBLIGATIONS AND LIMITATIONS OF THE PROFESSIONAL ENGINEER AND ARCHITECT.
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19. THE CLIENT HAS BEEN ADVISED OF THE OBLIGATIONS AND LIMITATIONS OF THE PROFESSIONAL ENGINEER AND ARCHITECT.
20. THE CLIENT HAS BEEN ADVISED OF THE OBLIGATIONS AND LIMITATIONS OF THE PROFESSIONAL ENGINEER AND ARCHITECT.

AO

### Exhibit G

WOODSONIA REAL ESTATE  
17007 Marcy Street, Suite 2  
Omaha, NE 68118

PHONE: (402) 203-0808

PROJECT : LINCOLN WAY ZONING: (SINGLE FAMILY) 122 UNITS  
 DEVELOPER: Commercial 16.81 ACRES  
 AREA (ACRES): 81.85  
 JURISDICTION: PAPPILLION  
 DATE: 07/02/18  
 ESTIMATED BY: ELLIOTT

LINCOLN WAY - 96TH AND LINCOLN ROAD							
ITEM	CONSTRCT.	TOTAL	PRIVATE / OTHERS	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB	FUTURE G.O. EXPENSE
SANITARY SEWER	815,040	1,141,056		1,141,056			
SANITARY SEWER OUTFALL (Note 1)	298,600	418,040			418,040		
PAVING (INTERIOR)	1,057,830	1,480,962		1,335,858		145,104	
CORNHUSKER ROAD IMPROVEMENT (Note 2)	311,500	436,100			218,050	218,050	
CORNHUSKER ROAD IMPROVEMENT SIDEWALK & TRAIL (NOTE 3)	111,975	156,765				51,660	105,105
PAVING (CORNHUSKER ROAD ADDITIONAL 13' LANE)	109,917	153,883					153,883
PAVING (CORNHUSKER ROAD FUTURE EXTENSION) (NOTE 4)	51,600	72,240			36,120		36,120
PAVING (96TH & CORNHUSKER NB LEFT TURN LANE)	66,500	93,100				93,100	
PAVING (96TH & CORNHUSKER SB RIGHT TURN LANE)	49,200	68,880					68,880
PAVING (96TH & OSPREY TURN LANES)	71,900	100,660				100,660	
TRAFFIC SIGNALS (NOTE 5)	358,800	502,320			251,160		251,160
CONTRIBUTION TO SARPY FOR LINCOLN RD (Note 6)	97,804	117,364					117,364
SIDEWALKS/ TRAILS (96TH ST. AND LINCOLN ROAD)	120,025	168,035				168,035	
SIDEWALKS ALONG OUTLOTS	52,175	73,045				73,045	
WATER (INTERIOR)	750,500	1,050,700		941,100		109,600	
WATER (EXTERIOR) (NOTE 7)	603,100	844,340				844,340	
UNDERGROUND ELECTRICAL	164,700	222,345		222,345			
STORM SEWER (NOTE 8)	671,275	939,785				939,785	
ADMINISTRATIVE FEE, (1%)	32,946	39,536		24,536		15,000	
CAPITAL FACILITY FEE (SINGLE FAMILY) (NOTE 9)	219,600	263,520		131,760		131,760	
CAPITAL FACILITY FEE (COMMERCIAL) (NOTE 9)	96,573	115,888		57,944		57,944	
CAPITAL FACILITY FEE (OUTLOTS) (NOTE 9)	98,463	118,156				118,156	
<b>TOTALS</b>	<b>\$6,210,023</b>	<b>\$8,576,720</b>	<b>\$0</b>	<b>\$3,854,599</b>	<b>\$923,370</b>	<b>\$3,066,238</b>	<b>\$732,513</b>

ASSESSMENT PER SINGLE FAMILY LOT \$27,396  
 ASSESSMENT TO MIXED USE LOT \$539,644

VALUATION:	69 SING. FAM.@	\$365,000	=	\$25,185,000
	53 SING. FAM.@	\$525,000	=	\$27,825,000
	320 MULTI-FAM. @	\$90,000	=	\$28,800,000

TOTAL @ 100% \$ 81,810,000

TOTAL @ 95% \$ 77,719,500

G.O. DEBT RATIO = \$3,066,238 / \$ 77,719,500 = 3.95%

G.O. DEBT RATIO WITH ALL FUTURE COSTS \$3,798,751 / \$ 77,719,500 4.89%

NOTES:

1. Cost for Sanitary Outfall will be reimbursed by City from Sewer Fees within Lincoln Way Drainage Basin
2. Sarpy County will reimburse Lincoln Way SID for 50% of the cost of Cornhusker Rd. Improvements at completion of project
3. The trail along Cornhusker Road will be delayed for five (5) years
4. At the time the property to the west is developed the Lincoln Way SID will construct the extension of Cornhusker Road to the property line
5. Traffic Signals will be installed when warranted
6. Payment to Sarpy County will be made one year after plat filing
7. District will be allowed to work with property owner on the east side of 96th Street to pay for 50% of the cost of the water main extension on 96th Street from Cornhusker Rd. to Portal Rd.
8. The cost for the Cornhusker Road storm sewer is included in this line item.
9. District shall receive 25% reduction in capital facility fees in return for the construction of exterior water mains

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SANITARY SEWER					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	4,785	L.F.	40.00	\$191,400
2	10 INCH SANITARY SEWER PIPE	3,090	L.F.	40.00	\$123,600
3	6 INCH SANITARY SEWER PIPE	4,270	L.F.	37.00	\$157,990
4	6 INCH SANITARY SEWER RISER PIPE	0	L.F.	55.00	\$0
5	Wyes or Slants	122	EACH	150.00	\$18,300
6	54 IN. I.D. SANITARY MANHOLE- (34)	490	V.F.	475.00	\$232,750
7	STANDARD RING & COVER	34	EACH	800.00	\$27,200
6	CONNECT TO EXISTING MANHOLE	0	EACH	1000.00	\$0
7	CRUSHED ROCK BEDDING	500	TON	50.00	\$25,000
8					
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$38,800

TOTAL ESTIMATED CONSTRUCTION COST: \$815,040

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$1,141,056

SANITARY SEWER OUTFALL					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	BORE 12 INCH DUCTILE IRON SANITARY SEWER PIPE	100	L.F.	500.00	\$50,000
2	10 INCH SANITARY SEWER PIPE	1,500	L.F.	50.00	\$75,000
3	54 IN. I.D. SANITARY MANHOLE- (5)	70	V.F.	400.00	\$28,000
4	CONSTRUCT CONCRETE RING RETAINER	4	EA	300.00	\$1,200
5	STANDARD RING & COVER	4	EA	800.00	\$3,200
5	CONNECT TO EXISTING MANHOLE	1	EA	2,000.00	\$2,000
6	CONSTRUCT INVERTED SIPHON	1	L.S.	100,000.00	\$100,000
7	CRUSHED ROCK BEDDING	500	TON	50.00	\$25,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$14,200

TOTAL ESTIMATED CONSTRUCTION COST: \$298,600

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$418,040

G.O. ITEMS: 100% GO

REIMBURSIBLE FROM CITY OF PAVILLION SEWER FEES (100%) \$418,040

**PAVING (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	24,230	S.Y.	40.00	\$969,200
2	EARTHWORK	8,077	C.Y.	3.00	\$24,230
3	ADJUST MANHOLE TO GRADE	50	EA	200.00	\$10,000
4	STREET SIGNS	20	EA	200.00	\$4,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$50,400

TOTAL ESTIMATED CONSTRUCTION COST: \$1,057,830

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$1,480,982

G.O. ITEMS

INTERSECTIONS AND OUTLOT FRONTAGE (TO EOR)	2,310	SY	\$135,828
EARTHWORK	770	CY	\$3,396
STREET SIGNS	20	EACH	\$5,880

G.O. TOTAL \$145,104

**CORNHUSKER ROAD IMPROVEMENT (EXCLUDING STORM SEWER, SIDEWALK & TRAIL)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	4,700	S.Y.	50.00	\$235,000
2	EARTHWORK	1,567	C.Y.	3.00	\$4,700
3	TWIN 18" CULVERT	200	LF	110.00	\$22,000
4	OUTLET STRUCTURE	1	EA	25000.00	\$25,000
5	Flared End Sections	2	EA	5000.00	\$10,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$14,800

TOTAL ESTIMATED CONSTRUCTION COST: \$311,500

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$436,100

G.O. ITEMS 100% G.O.

SARPY COUNTY TO PAY 50% \$218,050

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**CORNHUSKER ROAD IMPROVEMENT SIDEWALK & TRAIL**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5' SIDEWALK	7,035	S.F.	5.00	\$35,175
2	10' TRAIL	14,300	S.F.	5.00	\$71,500
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$5,300

TOTAL ESTIMATED CONSTRUCTION COST: \$111,975

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$156,765

G.O. ITEMS 100% G.O.  
NOTE: THE CONSTRUCTION OF THE 10' TRAIL WILL BE DELAYED FOR 5 YEARS

**PAVING (CORNHUSKER ROAD FUTURE 13' WIDE THIRD LANE)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	2,080	S.Y.	50.00	\$103,000
2	EARTHWORK	887	C.Y.	2.50	\$1,717
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$5,200

TOTAL ESTIMATED CONSTRUCTION COST: \$109,917

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$153,883

G.O. ITEMS 100% G.O.

CITY OF PAVILLION TO PAY 100% \$153,883

**PAVING (CORNHUSKER ROAD FUTURE EXTENSION TO WEST PROPERTY LINE)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	700	S.Y.	\$50.00	\$35,000
2	EARTHWORK	233	C.Y.	\$3.00	\$700
3	5' SIDEWALK	895	S.F.	\$5.00	\$4,475
4	10' TRAIL	1,785	S.F.	\$5.00	\$8,925
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$2,500

TOTAL ESTIMATED CONSTRUCTION COST: \$51,800

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$72,240

G.O. ITEMS 100% G.O.

SARPY COUNTY TO PAY 50% \$36,120

**PAVING (96TH & CORNHUSKER - NB LEFT TURN LANE)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	700	S.Y.	60.00	\$42,000
2	EARTHWORK	233	C.Y.	3.00	\$700
3	REMOVE CURB	1,050	LF	4.00	\$4,200
	REMOVE MEDIAN	8650	SF	2.00	\$17,300
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$2,300

TOTAL ESTIMATED CONSTRUCTION COST: \$66,500

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$93,100

G.O. ITEMS 100% G.O.

**PAVING (96TH & CORNHUSKER - SB RIGHT TURN LANE)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	700	S.Y.	60.00	\$42,000
2	EARTHWORK	233	C.Y.	3.00	\$700
3	REMOVE CURB	1,050	LF	4.00	\$4,200
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$2,300

TOTAL ESTIMATED CONSTRUCTION COST: \$48,200

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$68,880

G.O. ITEMS 100% G.O.

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**PAVING (96TH & OSPREY LANE - NB LEFT TURN & SB RIGHT TURN LANE)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	1,000	S.Y.	60.00	\$60,000
2	EARTHWORK	333	C.Y.	3.00	\$1,000
3	REMOVE CURB INLET	1	EA	2500.00	\$2,500
4	CONSTRUCT MANHOLE	1	EA	4000.00	\$4,000
5	18" RCP	20	LF	50.00	\$1,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$3,400

TOTAL ESTIMATED CONSTRUCTION COST: \$71,900

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$100,860

G.O. ITEMS 100% G.O.

**TRAFFIC SIGNAL**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	TRAFFIC SIGNAL - 96TH & CORNHUSKER ROAD	1	L.S.	\$175,000.00	\$175,000
2	TRAFFIC SIGNAL - 96TH & OSPREY LANE	1	L.S.	\$175,000.00	\$175,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$8,800

TOTAL ESTIMATED CONSTRUCTION COST: \$358,800

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$502,320

G.O. ITEMS 50% OF THE COST WILL BE REIMBURSIBLE

**SIDEWALKS AND TRAILS (96TH STREET AND LINCOLN RD.)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	10' TRAIL ALONG LINCOLN ROAD	9,555	S.F.	\$5.00	\$47,775
2	5' SIDEWALK ALONG 96TH STREET	13,310	S.F.	\$5.00	\$66,550
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$5,700

TOTAL ESTIMATED CONSTRUCTION COST: \$120,025

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$168,035

G.O. ITEMS 100% G.O.

**SIDEWALKS ALONG OUTLOTS**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	5' SIDEWALK ALONG OUTLOTS	5,775	S.F.	\$5.00	\$28,875
2	HANDICAP RAMPS	26	EACH	\$800.00	\$20,800
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$2,500

TOTAL ESTIMATED CONSTRUCTION COST: \$52,175

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$73,045

G.O. ITEMS 100% G.O.

**WATER (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	12" INTERIOR WATER DISTRIBUTION	2,740	L.F.	120.00	\$328,800
2	6" INTERIOR WATER DISTRIBUTION	4,825	L.F.	80.00	\$386,000
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$35,700

TOTAL ESTIMATED CONSTRUCTION COST: \$750,500

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$1,050,700

G.O. ITEMS

DIFFERENCE BETWEEN 6" AND 12"	2,740	L.F.	\$40.00	\$109,800
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**WATER (EXTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EXTERIOR WATER ALONG LINCOLN ROAD/ 96TH STREET (12")	1,290	L.F.	120.00	\$154,800
2	EXTERIOR WATER ALONG 96TH STREET TO PORTAL (12")	1,600	L.F.	140.00	\$224,000
3	EXTERIOR WATER (CORNHUSKER ROAD, 12")	1,630	L.F.	120.00	\$195,600
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	28,700

TOTAL ESTIMATED CONSTRUCTION COST: \$603,100

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$844,340

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**ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	122	LOTS	1,350.00	\$164,700

TOTAL ESTIMATED CONSTRUCTION COST: \$164,700

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 35% \$222,345

**STORM SEWER**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	380	LF	50.00	\$18,000
2	18" RCP	855	LF	55.00	\$36,025
3	24" RCP	2,000	LF	60.00	\$120,000
4	30" RCP	450	LF	95.00	\$42,750
5	36" RCP	400	LF	110.00	\$44,000
6	42" RCP	0	LF	150.00	\$0
7	48" RCP	0	LF	200.00	\$0
8	54" RCP	370	LF	200.00	\$74,000
9	60" RCP	0	LF	200.00	\$0
10	66" RCP	0	LF	200.00	\$0
11	84" RCP	0	LF	300.00	\$0
12	72" STORM MANHOLES	120	VF	750.00	\$90,000
13	AREA INLET	1	EA	7,500.00	\$7,500
14	CURB INLETS	32	EA	3,500.00	\$112,000
15	Flared End Sections	9	EA	5,000.00	\$45,000
16	Outlet Structure	5	EA	10,000.00	\$50,000
17					
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	\$32,000

TOTAL ESTIMATED CONSTRUCTION COST: \$671,275

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 40% \$939,785

100% GENERAL OBLIGATION

**CAPITAL FACILITY FEE (SINGLE FAMILY)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	PAPILLION CAPITAL FACILITY FEE	122.00	LOT	2,400.00	\$292,800
2					

TOTAL ESTIMATED CONSTRUCTION COST: \$292,800

COST WITH 25% DISCOUNT FOR EXTERIOR MAIN CONSTRUCTION \$219,600

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 20% \$283,520

PAID AT THE TIME OF FINAL PLAT FILING, 50% SPECIAL, 50% GO

**CAPITAL FACILITY FEE (MULTI-FAMILY)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	PAPILLION CAPITAL FACILITY FEE	18.81	ACRE	7,660.00	\$128,765
2					

TOTAL ESTIMATED CONSTRUCTION COST: \$128,765

COST WITH 25% DISCOUNT FOR EXTERIOR MAIN CONSTRUCTION \$98,573

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 20% \$115,888

PAID AT THE TIME OF FINAL PLAT FILING, 50% SPECIAL, 50% GO

**CAPITAL FACILITY FEE (OUTLOTS)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	PAPILLION CAPITAL FACILITY FEE	19.58	ACRE	8,705.00	\$131,284
2					

TOTAL ESTIMATED CONSTRUCTION COST: \$131,284

COST WITH 25% DISCOUNT FOR EXTERIOR MAIN CONSTRUCTION \$98,463

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST @ 20% \$118,156

PAID AT THE TIME OF FINAL PLAT FILING, 50% SPECIAL, 50% GO