

**THE RESERVE AT SCHRAM POINT
SUBDIVISION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2017, by and between **DYNASTY HOMES LLC.**, a Nebraska limited liability company (hereinafter referred to as “DEVELOPER”), **SANITARY AND IMPROVEMENT DISTRICT NO. 318 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 described in the Legal Description with Metes and Bounds exhibit attached as Exhibit A. Such area that is to be developed is within CITY’s zoning and platting jurisdiction; and

DEVELOPER has requested CITY to approve a specific platting of the area to be developed, known as The Reserve at Schram Point, as depicted in the Final Plat exhibit attached as Exhibit B (included within the definition of “Development Area”); and

DEVELOPER wishes to connect the sewer and water systems 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) Schram Road right-of-way, and (3) 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 improvements, betterments, contributions, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (12) **“Street Intersection(s)”** shall mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

Section 2

Public Improvements and Related Terms

- A. Public Improvements. The following Public Improvements and associated fees shall be required for the development of the Development Area:
 - (1) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY's Master Fee Schedule (“Master Fee Schedule”).
 - (2) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.
 - (3) Dedicated Street Construction. Construction of all Dedicated Streets, as shown on the Streets and Walks exhibit attached as Exhibit C including improvements within the Schram 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 (“OPPD”) within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (7) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
- (8) Gas Distribution System. The “Gas Distribution System” to be constructed and installed by Black Hills Energy, Inc. within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- (9) Lighting System. The “Lighting System” for any Dedicated Streets to be constructed and installed by OPPD within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- (10) 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 on the Sanitary Sewer and Water Lines exhibit attached as Exhibit D, pursuant to sanitary sewer and water plans heretofore prepared by DISTRICT’s engineer, consulting engineers, and land surveyors.
- (11) Schram Road Amenities. The decorative street lights, decorative fencing, and landscaping to be installed within Schram Road right-of-way (the “Schram Road Amenities”). Such Schram Road Amenities shall be consistent with the existing section of Schram Road between 90th Street and 96th Street as reasonably determined by CITY.
- (12) Schram Road Trail Reimbursement. Reimbursement to CITY for improvements for a ten foot (10’) trail and trail signage within Schram Road right-of-way (the “Schram Road Trail”) pursuant to the Interlocal Cooperation Agreement for Schram Road Improvements (Approximately Turkey Road to 111th Street/Southbrook) between Sarpy County, CITY, and Sanitary and Improvement District No. 301, executed by CITY on August 16, 2016.
- (13) Schram Road Reimbursement. Reimbursement to Sarpy County for improvements to Schram Road that will be established in an Interlocal Cooperation Agreement for Schram Road Improvements pursuant to Section 10(K) (the “Schram Road Reimbursement”).
- (14) Sediment Erosion Control and Detention (or Stormwater Detention). Permanent stormwater detention basins on and off site as shown on the Erosion Control and Storm Sewers exhibit attached as Exhibit E. Permanent piping for sediment basin and detention ponds.

- (15) Sidewalks. The five foot (5') wide sidewalks within the right-of-way abutting all outlots, as shown in Exhibit C.
- (16) Storm Sewers, Inlets, and Appurtenances. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown in Exhibit E.

Section 3

Standards, Authority, and Documentation

- A. Standards for Private Improvements and Public Improvements. DEVELOPER, DISTRICT, and their respective successors and assigns, as applicable, shall cause all Private Improvements and Public Improvements to be constructed, installed, and 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 Sarpy County and CITY, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvements and Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for the Private Improvements and Public Improvements, construction oversight of the Private Improvements and Public Improvements, or the design or preparation of plans and specifications for the Private Improvements and Public Improvements.
- C. Before Commencing Work on Public Improvements. Before commencing any work in connection with any individual Public Improvement, DEVELOPER or DISTRICT, as applicable, shall first:
- (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 Sarpy County and CITY, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement prior to DEVELOPER's or DISTRICT's execution of any such agreement(s) or plan(s), as applicable. Once DEVELOPER or DISTRICT obtains approval from Sarpy County and CITY, as applicable, DEVELOPER or DISTRICT shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public

Improvement. Any such agreement(s) or plan(s) shall contain details describing the manner and means of any additional connections required by or for the Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's or DISTRICT's engineer;

- (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, 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 exhibit attached as Exhibit F. In no case shall the actual total general obligation costs of DISTRICT exceed the amount shown as the approved total general obligation amount on the “Summary of Estimated Construction Costs” page of Exhibit F (the “Required Amount”) at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the actual total general obligation costs to the Required Amount.

- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit F, do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT agrees that such unexpended funds shall not be reallocated for any other Public Improvement or other expense without prior approval from CITY.

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

Section 5

Apportionment of Costs and Related Terms

- A. Apportionment of Costs and Additional Terms.
 - (1) Capital Facilities Charges. The Parties acknowledge that CITY’s Capital Facilities Charges are charged on a per lot basis for residential lots and a per acre basis for

outlots and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Entire Cost of all Capital Facilities Charges shall be subject to the following terms:

- i. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:
 - a. Lots 1 – 33, Outlots A–C. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$90,598.50 based on 33 single-family residential lots at \$2,400 per lot (\$79,200.00) plus 1.7 acres of outlots at \$6,705 per acre (\$11,398.50).
 - ii. Special Assessments. Not less than fifty percent (50%) of gross Capital Facilities Charges invoiced by CITY shall be specially assessed against property served. The remaining balance may be privately financed by DEVELOPER or borne by general obligation of DISTRICT.
 - iii. Invoicing and Payment Deadline. CITY agrees to issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(A)(1)(i)(a) upon CITY's execution of this Agreement. One hundred percent (100%) of all such Capital Facilities Charges shall be paid by DISTRICT to CITY no later than 60 days after the invoice issuance date. In the event that Capital Facilities Charges are not paid within 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 the 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 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; and
 - iv. One hundred percent (100%) of the Schram Road Reimbursement.

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 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 the coring of streets and backfilling shall be specially assessed against the Property Specially Benefited within the Development Area, except that the Cost for coring and backfilling streets with a width in excess of twenty-five feet (25') inclusive of curb and gutters and Street Intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. 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.

- (5) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control signs, traffic control devices, and installation, as applicable, shall be borne by general obligation of DISTRICT, specially assessed against the Property Specially Benefited within the Development Area, or privately financed by DEVELOPER. DISTRICT shall also be responsible for installation of all such signage and devices.

- (6) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the Omaha Public Power District (“OPPD”) by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (7) Emergency Vehicle Preemption. One hundred percent (100%) of the Cost of Emergency Vehicle Preemption device procurement and installation on the requisite traffic signal arm(s) for Dedicated Streets shall be borne by general obligation of DISTRICT, specially assessed against the Property Specially Benefited within the Development Area, or privately financed by DEVELOPER.
- (8) Gas Distribution System. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public gas utility by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (9) Lighting System. One hundred percent (100%) of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed within the boundaries of any Dedicated Street, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY, shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (10) 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, which also service areas outside of 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) Schram Road Amenities. One hundred percent (100%) of the Cost of Schram Road Amenities may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (12) Schram Road Trail Reimbursement. One hundred percent (100%) of DISTRICT's Schram Road Trail Reimbursement may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (13) Schram Road Reimbursement. One hundred percent (100%) of DISTRICT's Schram Road Reimbursement may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (14) Sediment Erosion Control and Detention (or Stormwater Detention). Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit E. Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER covenants and agrees that it shall assume the sole obligation for the construction of the Temporary Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. Costs shall be defrayed as follows:
 - i. One hundred percent (100%) of the Cost 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 Reserve at Schram Point Homeowners Association prior to annexation by CITY;

- iv. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER; and
- 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.

(15) Sidewalks. One hundred percent (100%) of the Entire Cost of the sidewalk installation may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

(16) 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.

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

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

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

Section 9

Covenants, Representations, and Acknowledgments by DISTRICT

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

- (1) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no

construction shall begin, and no contract let until such time as CITY approves any such bids.

- (2) Invoices. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
- (3) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit F. No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
- (4) Prohibitions on Contracts and Payments. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.
- (5) Easements. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the City Engineer.
- (6) Itemization. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer that details the itemized split of DISTRICT's general obligation and special assessment costs.
- (7) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the Public Improvements 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 31st 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 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. Building permits shall not be issued for any building until the construction and installation of all requisite Public Improvements to service The Reserve at Schram Point is complete, excluding the Gas Distribution System and Electrical Power Service.
- C. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Development Area that: (1) address street creep/driveway binding on curved streets, (2) provide for over-lot drainage, and (3) require consistent fencing abutting Schram Road. 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.
 - (2) Copies to CITY. DEVELOPER shall provide copies of all easements to CITY immediately after they are recorded.
 - (3) Rights and Terms. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
 - (4) To CITY's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY.
 - (5) Separate Instruments. DEVELOPER agrees to dedicate all easements identified in Exhibit B by separate instruments rather than relying upon the Final Plat.
 - (6) Off-Site Easements for Sewer and Water. 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 or 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) Fee. Pursuant to the Arterial Street Improvement Program authorized by Resolution #R15-0062 and adopted by the Papillion City Council on April 7, 2015, all new building permits shall be subject to the Arterial Street Improvement Program (ASIP) Fee as provided for in the Papillion Master Fee Schedule. DISTRICT has requested that CITY remit the ASIP Fees collected within the Development Area to reimburse DISTRICT for a portion DISTRICT's Schram Road Reimbursement. Pursuant to ASIP, the Papillion City Engineer has determined that the improvements to Schram Road qualify for reimbursement from the ASIP Fund. Accordingly, CITY shall annually remit ASIP Fees collected within the Development Area to DISTRICT until CITY determines that ASIP Fees have been remitted for all lots within the Development Area (the "ASIP Remittance Termination Point"). The schedule for remittance shall be as follows: CITY shall remit ASIP Fees collected between October 1st (the "ASIP Collection Starting Date") and September 30th (the "ASIP Collection Ending Date") of each CITY fiscal year to DISTRICT no later than December 1st (the "ASIP Remittance Deadline") of the following CITY fiscal year. The first ASIP Collection Starting Date shall be October 1, 2017 and such date shall advance in one year intervals until the ASIP Remittance Termination Point. The first ASIP Collection Ending Date shall be September 30, 2018 and such date shall advance in one year intervals until the ASIP Remittance Termination Point. The first ASIP Remittance Deadline shall be December 1, 2018 and such deadline shall advance in one year intervals until the ASIP Remittance Termination Point. DISTRICT shall apply all ASIP Fees that CITY reimburses from the Development Area to its Schram Road Reimbursement obligation.
- (2) Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.

- (3) Review Fee for Improvements by DEVELOPER. It is mutually agreed that DEVELOPER shall pay a fee of one percent (1%) of the construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of the invoice issuance date.
 - (4) Walnut Creek Outfall Sewer Fee. The Parties acknowledge that the Development Area is within the Walnut Creek Sewer Outfall Basin. As such, an additional \$3,000 per acre Sewer Fee is required as described in the Master Fee Schedule. Based on this rate, the total amount of such fee for 14.5 acres is \$43,500.00. The Master Fee Schedule provides for said fee to be collected in total or as an equivalent permit lot fee. The equivalent per lot fee is \$1,318.18 based on the total fee (\$43,500.00) divided by 33 single-family residential lots. All new building permits shall be subject to the additional per acre Walnut Creek Outfall Sewer Fee, which shall be due prior to the issuance of the building permit.
 - (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 at the time that the building permit application is made. 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 developers, and/or and 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 water main and sanitary sewer line locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT 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. Papillion Fire Station. The Parties recognize that the Development Area is adjacent to Papillion Fire Station No. 2, an existing fire station operated by CITY. DEVELOPER agrees to establish and record language consistent with the following as part of the covenants for the Development Area: “An established fire station, currently known as Fire Station No. 2, has been constructed on the property legally described as Dam Site 20, Section 33, Township 14 North, Range 12 East, generally located east of 108th Street. Declarant anticipates that the The Reserve at Schram Point Lots will be potentially affected by usual and customary amphitheater operations. Nevertheless, purchasers and owners of the Lots should be aware that: (i) normal use, operation and maintenance of Papillion Fire Station No. 2 will include, but not be limited to, noise, sirens, vibrations, lights, mowers, power equipment, and generators; and (ii) such usual and customary Papillion Fire Station No. 2 activities may from time to time affect the use and enjoyment of the Lots and may include activities other than those typically related to fire stations. Each Lot Owner acknowledges that they accept the usual and customary operations of Papillion Fire Station No. 2 and the effect on the Lots. The Declarant hereby declares, grants and establishes easements on the Lots in favor of Papillion Fire Station No. 2 operations for: (i) intrusion of noise and other effects from the usual and customary Papillion Fire Station No. 2 operations, and other activities permitted at Papillion Fire Station No. 2, including, but not limited to, noise, sirens,

vibrations, lights, mowers, power equipment, and generators; and (ii) intrusion of lights, vibrations, and sounds into the Lots.”.

- L. Schram Road Reimbursement. DISTRICT shall attempt to enter into an Interlocal Cooperation Agreement with Sarpy County and any other interested political subdivision to establish DISTRICT’s reimbursement for improvements to Schram Road abutting the Development Area (the “Schram Road Agreement”). The Parties acknowledge that the Schram Road Reimbursement is anticipated to occur in installments as contemplated in Exhibit F, provided that such schedule shall be defined within the Schram Road Agreement. In the event that the Schram Road Agreement is not executed or the Schram Road Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the amount contemplated in Exhibit F, then any Costs that exceed DISTRICT’s Proportional Cost share identified in Exhibit F shall be privately financed by DEVELOPER.
- M. Right-of-Way Grading. All rights-of-way shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way.
- N. Schram Road Amenities and Schram Road Trail Reimbursement.
 - (1) Amenities. DISTRICT shall construct and install the Schram Road Amenities at such time that DISTRICT’s municipal advisor or other fiscal advisor determines that payment for the Schram Road Amenities is fiscally responsible. The Parties acknowledge that DISTRICT may allow individual lot owners along the Schram Road frontage to install decorative fences, provided that the covenants establish a fence style that is consistent with the fencing style of the Schram Road Amenities. Further, DISTRICT may allow any homeowners association formed for the Development Area to install fencing within outlots, provided that such fencing is consistent with the fencing style of the Schram Road Amenities. Any fencing that is not installed by individual lot owners or the homeowners association shall be installed by DISTRICT as such time that DISTRICT’s municipal advisor or other fiscal advisor determines that payment for the Schram Road Amenities is fiscally responsible.
 - (2) Trail Reimbursement. DISTRICT or DEVELOPER, as applicable, shall remit the Schram Road Trail Reimbursement to CITY no later than July 1, 2022.
- O. SumTur Amphitheater. The Parties recognize that the Development Area is adjacent to SumTur Amphitheater, an existing amphitheater operated by CITY. DEVELOPER agrees to establish and record language consistent with the following as part of the covenants for the Development Area: “An established amphitheater, currently known as SumTur Amphitheater, has been constructed on the property legally described as Dam Site 20, Section 33, Township 12 North, Range 12 East, generally located east of 108th Street. Declarant anticipates that the The Reserve at Schram Point Lots will be potentially affected by usual and customary amphitheater operations. Nevertheless, purchasers and owners of the Lots should be aware that: (i) normal use, operation and maintenance of SumTur Amphitheater will include, but not be limited to, noise, music,

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

- P. Wastewater Service Agreement Exhibits. DEVELOPER shall be responsible for providing all exhibits required for the amendment to CITY’s Wastewater Sewer Agreement with the City of Omaha as requested by CITY.

Section 11

Outlots in Private Ownership

- A. Maintenance of Outlots. DEVELOPER shall be responsible for maintaining any outlot(s) within the Development Area, forming an association to maintain said outlot(s) (the “The Reserve at Schram Point 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 agrees that, at least sixty (60) days prior to closing on the sale, donation, or other transfer of said outlot(s) to any entity other than The Reserve at Schram Point Homeowners Association, DEVELOPER shall provide written notice to the transferee of the forgoing restriction which prohibits the construction of any buildings on any outlots within the Development Area. Further, DEVELOPER shall provide CITY with notice of such intended transfer and a copy of the written notice that DEVELOPER provided to the transferee that no buildings can be constructed on said outlot.
- C. Property Taxes. DEVELOPER agrees to pay all property taxes due for any outlot(s) owned by DEVELOPER, and DISTRICT agrees to pay all property taxes due for any outlot(s) owned by DISTRICT, in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale.
- D. Ownership Transfer Prior to Annexation. DEVELOPER and DISTRICT agree that ownership of Outlots A through C, inclusive, and all easement rights owned by DEVELOPER or DISTRICT within the Development Area, shall be either maintained

by DEVELOPER or transferred to The Reserve at Schram Point 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 a homeowners association (the "The Reserve at Schram Point 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;
 - (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 the Public Improvements 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 13(L) 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”, or similar language, 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 a court of competent jurisdiction in Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in such court located in Nebraska.
- G. Related Contract(s) Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. No Waiver of Regulations. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or 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 or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

M. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by 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: Dynasty Homes, LLC
2504 Pinehurst Cir.
Omaha, NE 68133
Attn: Rodney Schram, Member

(2) For DISTRICT: Sanitary and Improvement District
No. 318 of Sarpy County, Nebraska
c/o HILLMAN FORMAN CHILDERS MC
7171 Mercy Rd, Suite #650
Omaha, NE 68106
Attn: Larry Forman

(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, 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.)

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole L. Brown, City Clerk

By _____
David P. Black, Mayor

CITY SEAL

SANITARY AND IMPROVEMENT DISTRICT
NO. 318 OF SARPY COUNTY, NEBRASKA

By _____
Rodney K. Schram, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Rodney K. Schram, Chairman of Sanitary and Improvement District No. 318 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such District.

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

Notary Public

Dynasty Homes, LLC, a Nebraska
limited liability corporation

By _____
Rodney K. Schram, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Rodney K. Schram, Member of Dynasty Homes, LLC, a Nebraska limited liability corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such corporation.

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

Notary Public

By _____
Michelle D. McCormick, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Michelle D. McCormick, Member of Dynasty Homes, LLC, a Nebraska limited liability corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such corporation.

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

Notary Public

**SUBDIVISION AGREEMENT
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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 Acknowledgments by CITY
9	Covenants, Representations, and Acknowledgments by DISTRICT
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12	Annexation
13	Miscellaneous Provisions

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

EXHIBIT "A"
LOTS 1-33 AND OUTLOTS A-C
THE RESERVE AT SCHRAM POINT

LEGAL DESCRIPTION

A TRACT OF LAND BEING TAX LOT 15, A TAX LOT LOCATED IN THE SW1/4 OF THE SW1/4 AND ALSO THE SE1/4 OF THE SW1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THAT PART TAKEN FOR SCHRAM ROAD RIGHT-OF-WAY AS RECORDED IN INSTRUMENT NO. 2016-17976, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N87°20'07"E (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 33, A DISTANCE OF 79.29 FEET; THENCE N02°39'53"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SCHRAM ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N02°38'47"W, A DISTANCE OF 3.23 FEET; THENCE N38°54'33"E, A DISTANCE OF 794.03 FEET; THENCE S81°26'50"E, A DISTANCE OF 958.45 FEET; THENCE S02°37'04"E, A DISTANCE OF 410.79 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE S87°20'07"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF SCHRAM ROAD, A DISTANCE OF 1466.71 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 631,975 SQUARE FEET OR 14.508 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: JCZ	Chkd by:	Date: 11/15/2017
Job No.: P2013.226.001		

THE RESERVE AT SCHRAM POINT
BOUNDARY LEGAL

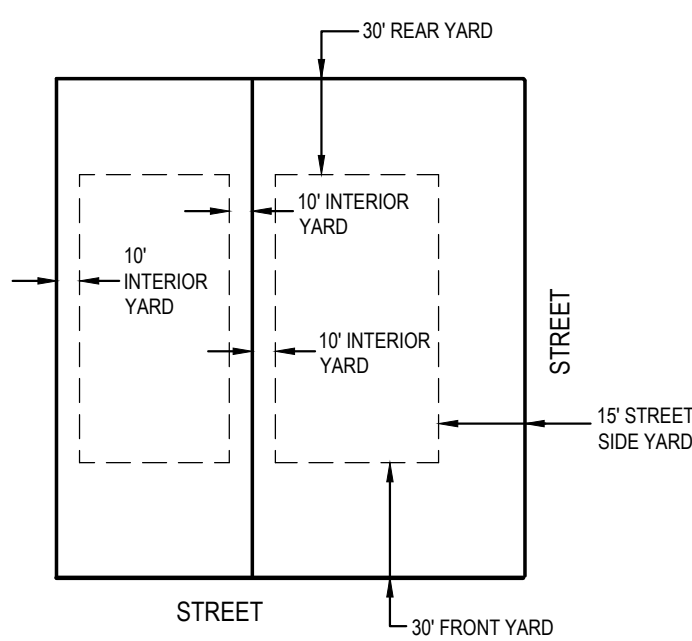
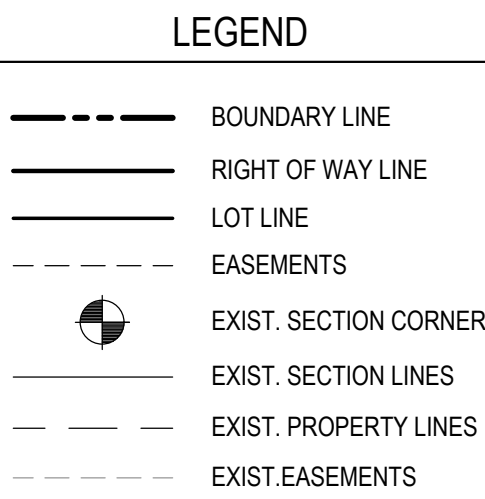
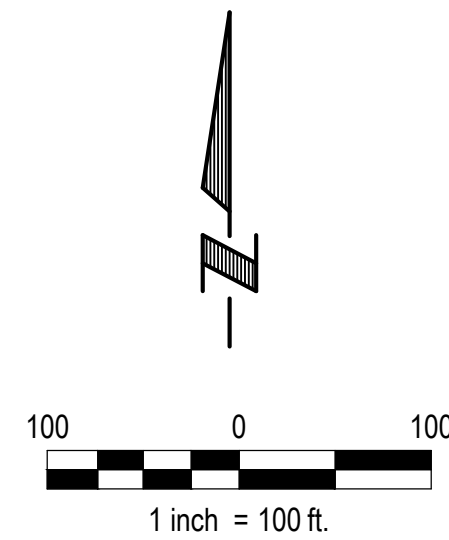
PART OF THE SW1/4 SEC 33-T14N-R12E

SARPY COUNTY, NEBRASKA

THE RESERVE AT SCHRAM POINT

LOTS 1 THRU 33 & OUTLOTS "A" THRU "C" INCLUSIVE

A TRACT OF LAND BEING TAX LOT 15, A TAX LOT LOCATED IN THE SW1/4 OF THE SW1/4 AND ALSO THE SE1/4 OF THE SW1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THAT PART TAKEN FOR SCHRAM ROAD RIGHT-OF-WAY AS RECORDED IN INSTRUMENT NO. 2016-17976.



R-2 ZONING SETBACK REQUIREMENTS

CENTER-LINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	150.00'	108.67'	56.85'	41°30'38"
2	300.00'	312.32'	171.98'	59°38'57"
3	150.00'	206.40'	123.30'	78°50'25"
4	100.00'	73.11'	38.27'	41°53'18"

RIGHT-OF-WAY CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
5	125.00'	70.94'	36.45'	32°30'57"
6	50.04'	66.43'	39.14'	76°03'44"

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN THE RESERVE AT SCHRAM POINT (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND BEING TAX LOT 15, A TAX LOT LOCATED IN THE SW1/4 OF THE SW1/4 AND ALSO THE SE1/4 OF THE SW1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THAT PART TAKEN FOR SCHRAM ROAD RIGHT-OF-WAY AS RECORDED IN INSTRUMENT NO. 2016-17976, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N87°20'07"E (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 33, A DISTANCE OF 79.29 FEET; THENCE N02°39'53"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SCHRAM ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N02°38'47"W, A DISTANCE OF 3.23 FEET; THENCE N38°54'33"E, A DISTANCE OF 794.03 FEET; THENCE S81°26'50"E, A DISTANCE OF 958.45 FEET; THENCE S02°37'04"E, A DISTANCE OF 410.79 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE S87°20'07"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF SCHRAM ROAD, A DISTANCE OF 1466.71 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 631,975 SQUARE FEET OR 14.508 ACRES, MORE OR LESS.

JOHN W. VON DOLLEN LS-572 _____ DATE _____

APPROVAL OF PAVILLION CITY ENGINEER

THIS SUBDIVISION OF THE RESERVE AT SCHRAM POINT WAS APPROVED BY THE PAVILLION CITY ENGINEER THIS ____ DAY OF ____ 20__.

JEFFREY L. THOMPSON, PE, CPESC, CFM
PAVILLION CITY ENGINEER

APPROVAL OF PAVILLION PLANNING COMMISSION

THIS SUBDIVISION OF THE RESERVE AT SCHRAM POINT WAS APPROVED BY THE PAVILLION PLANNING COMMISSION.

MICHAEL MALLORY _____ DATE _____
CHAIRPERSON, PAVILLION PLANNING COMMISSION

APPROVAL BY PAVILLION CITY COUNCIL

THIS SUBDIVISION OF THE RESERVE AT SCHRAM POINT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PAVILLION, NEBRASKA.

DAVID P. BLACK, MAYOR _____ DATE _____

ATTEST:
NICOLE BROWN, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF THE RESERVE AT SCHRAM POINT WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS ____ DAY OF ____ 20__.

COUNTY SURVEYOR / ENGINEER

LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	15,347	12	14,783	23	12,926
2	13,176	13	12,504	24	11,213
3	14,587	14	12,504	25	11,155
4	14,244	15	18,355	26	11,148
5	13,580	16	13,235	27	11,142
6	17,888	17	14,768	28	11,671
7	25,469	18	11,485	29	13,903
8	28,641	19	11,209	30	13,720
9	12,705	20	11,774	31	14,525
10	12,296	21	13,697	32	11,200
11	14,549	22	12,967	33	11,864

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, DYNASTY HOMES LLC, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS THE RESERVE AT SCHRAM POINT (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO CITY OF PAVILLION AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

DYNASTY HOMES LLC

RODNEY K. SCHRAM, MEMBER _____ DATE _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS ____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME RODNEY K. SCHRAM, MEMBER OF DYNASTY HOMES LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

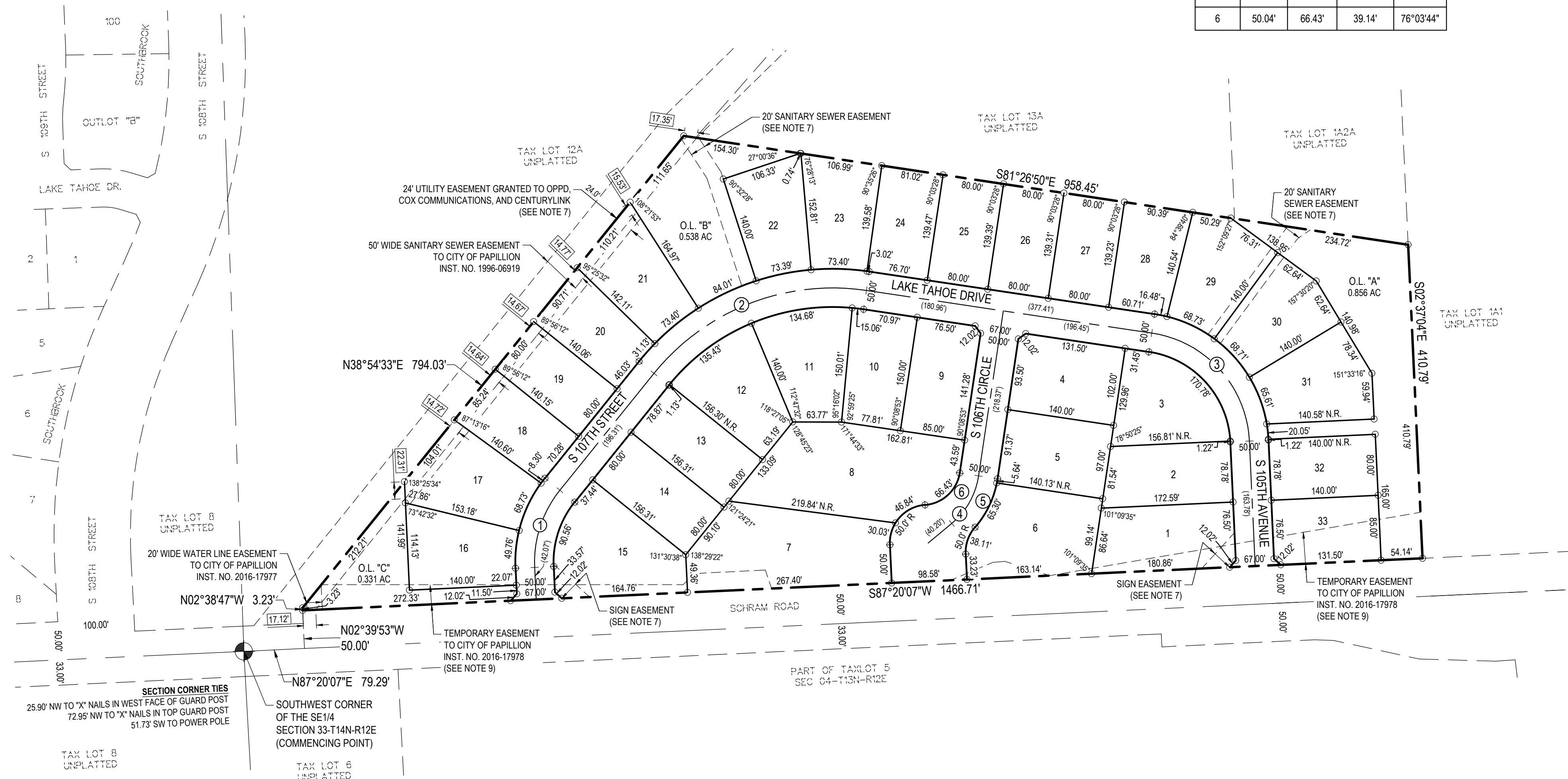
COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER _____ DATE _____

NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO SCHRAM ROAD FROM LOTS 1, 6, 7, 15, 16, 33, AND OUTLOTS "A" & "C"; "S 106TH CIRCLE" SHALL HAVE NO DIRECT VEHICULAR ACCESS TO SCHRAM ROAD.
- THE CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT EIGHT AND HALF FEET (8.5) RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.
- OUTLOTS "A", "B", AND "C" SHALL BE USED FOR PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT FACILITIES. THESE OUTLOTS SHALL BE OWNED AND MAINTAINED PRIVATELY BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION.
- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- TEMPORARY EASEMENT TO BE RELEASED BY THE CITY OF PAVILLION UPON COMPLETION OF GRADING FOR SCHRAM ROAD IMPROVEMENTS.
- ALL DIMENSIONS SHOWN IN BOXES ARE USED FOR THE LOCATION OF THE 50.0 FOOT SANITARY SEWER EASEMENT FROM THE LOT CORNER TO THE EASEMENT LINE.



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10909 Hill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
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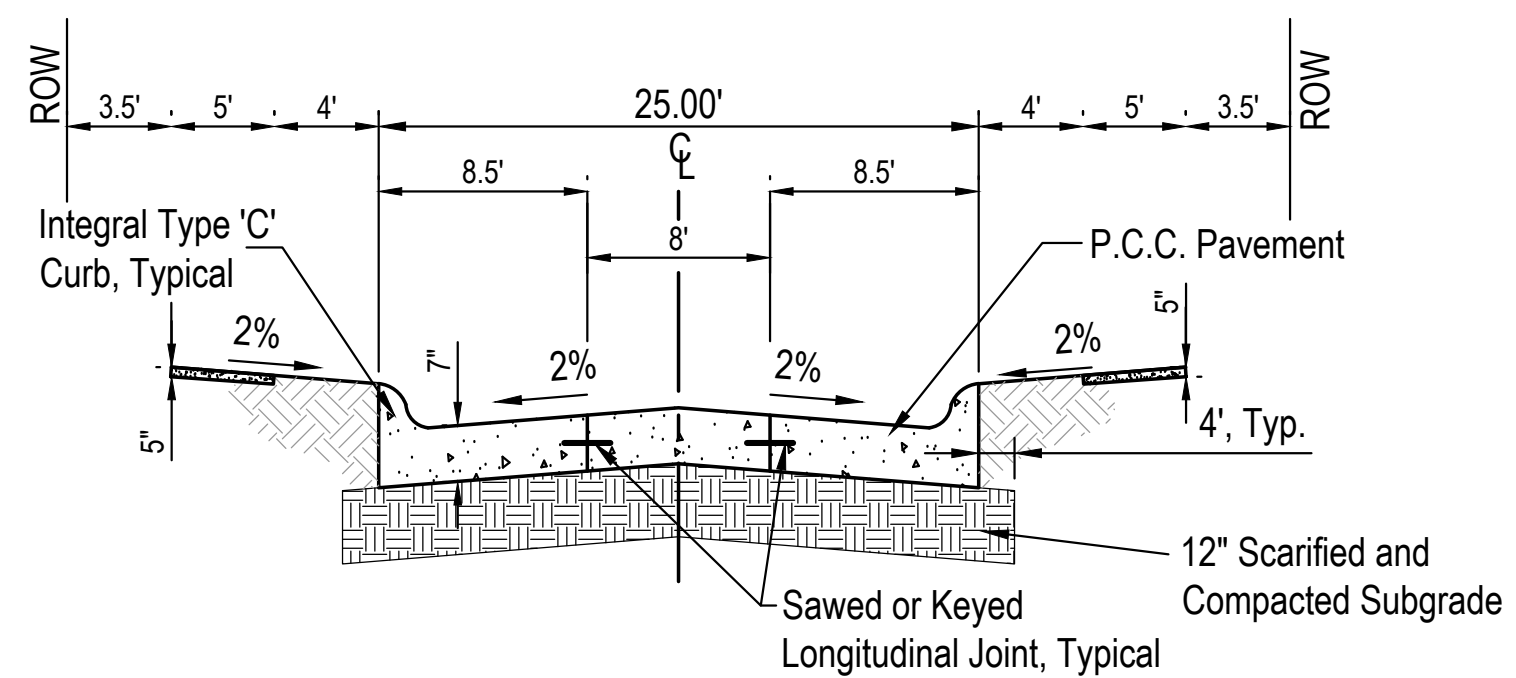


THE RESERVE AT SCHRAM POINT
LOTS 1 THRU 33 INCLUSIVE & OUTLOTS "A" THRU "C"
PAVILLION, NEBRASKA

EXHIBIT "B"
FINAL PLAT

Revisions	Description	Date	Description	Date
1	MAV	06/02/2017		
2	JRS			




Proj No: P2013.614.001
 Date: 06/02/2017
 Designed By: MAV
 Drawn By: JRS
 Scale: 1" = 100'
 Sheet: 1 of 1

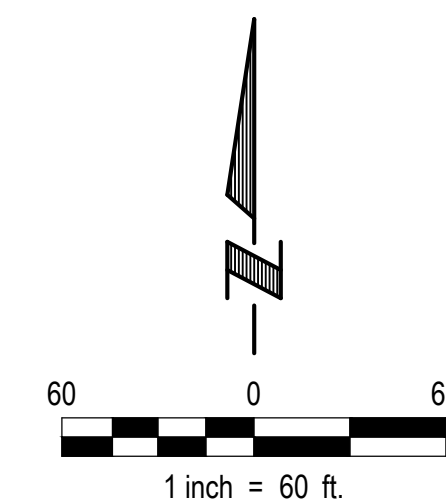


25' RESIDENTIAL STREET - TYPICAL SECTION

NOT TO SCALE

LEGEND

-  7" P.C.C. Specially Assessed Pavement
-  7" P.C.C. General Obligation Pavement
-  5" P.C.C. General Obligation Sidewalk (5' Wide)



Proj No:	P2013.614.001
Date:	10/11/2017
Designed By:	MAW
Drawn By:	ASB
Scale:	AS SHOWN
Sheet:	1 of 2

Revisions	
AD	Description
1	Added Sidewalk Along Outlet C

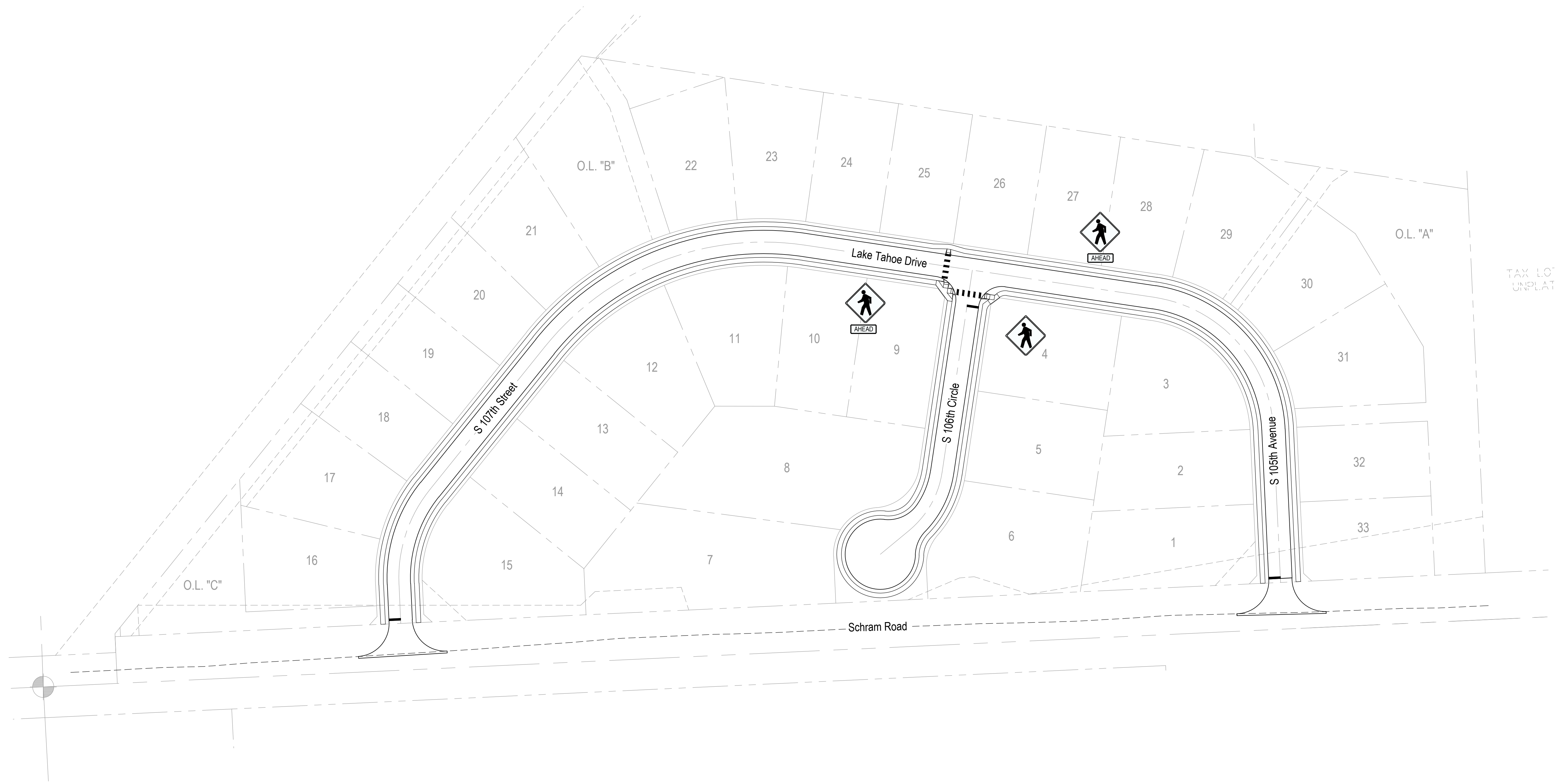
EXHIBIT 'C'
(page 1 of 2)

STREETS & WALKS

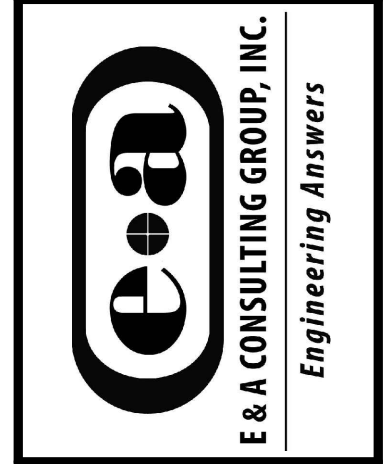
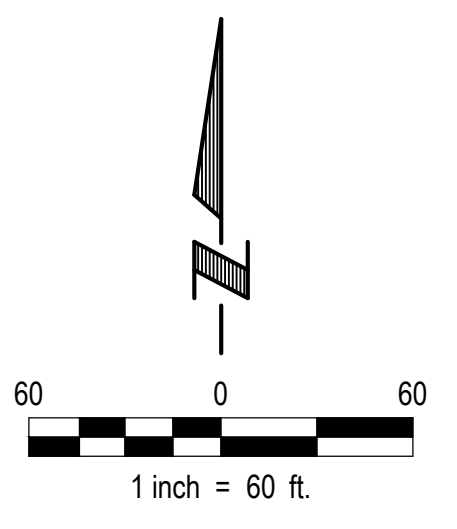
THE RESERVE AT
SCHRAM POINT
SARPY COUNTY, NEBRASKA



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LEGEND
 - - - - - Cross Walk Striping (Preformed Marking Tape, Plastic Grooved In)
 ——— Stop Bar



THE RESERVE AT
 SCHRAM POINT
 SHERIDAN COUNTY, NEBRASKA

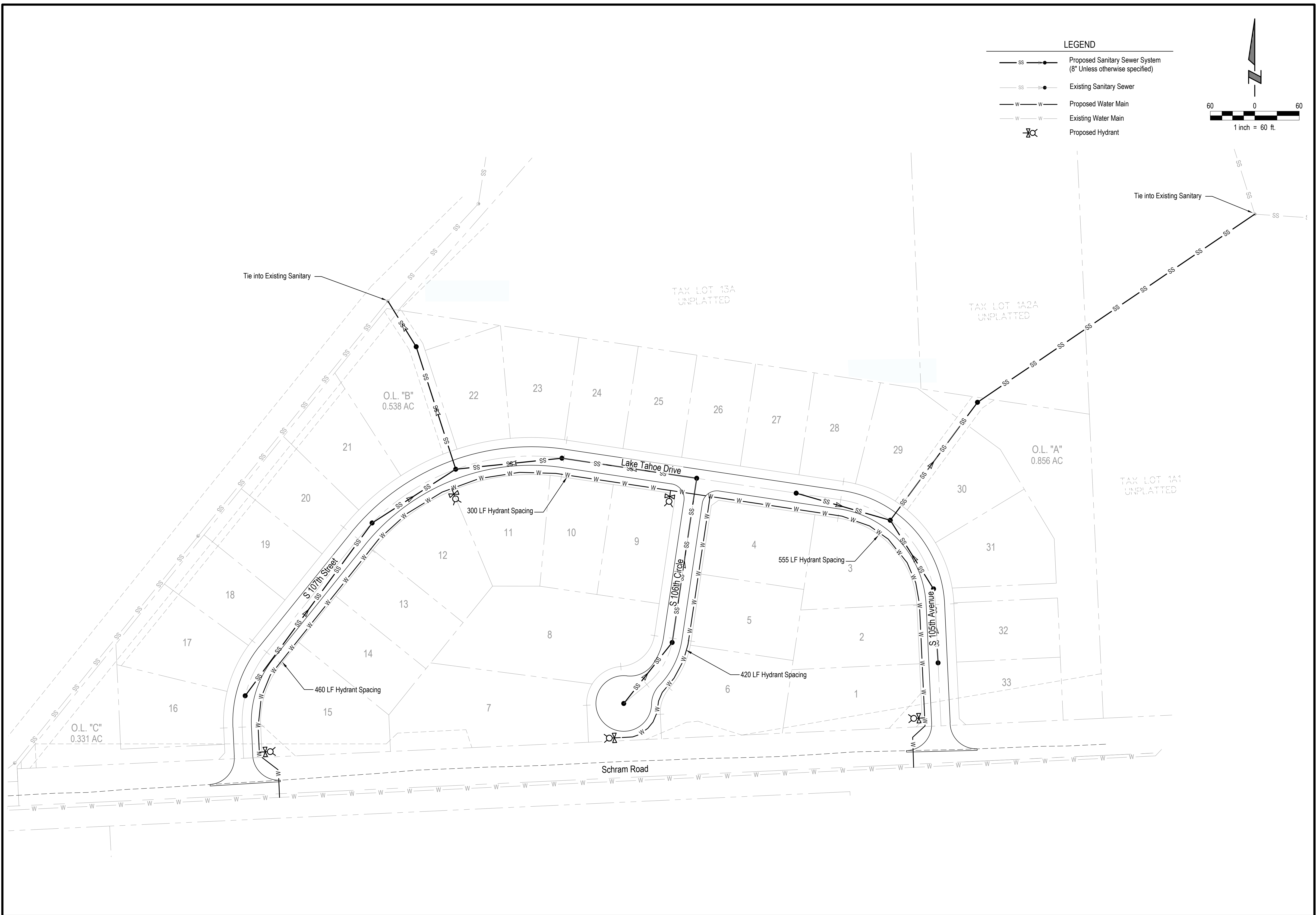
STREETS &
 WALKS

EXHIBIT 'C'
 (page 2 of 2)

Revisions	
No.	Description
1	ADD

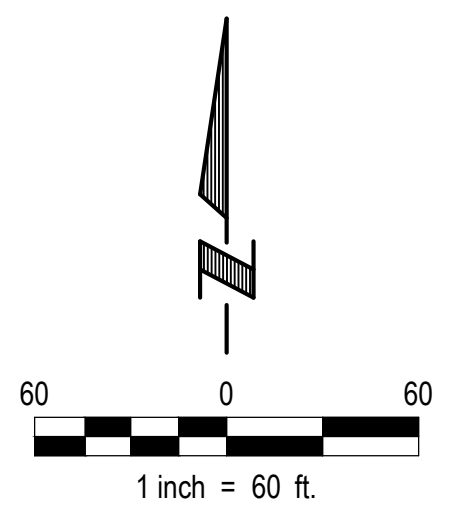
Proj No: P2013.614.001
 Date: 10/11/2017
 Designed By: MAW
 Drawn By: ASB
 Scale: AS SHOWN
 Sheet: 2 of 2

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LEGEND

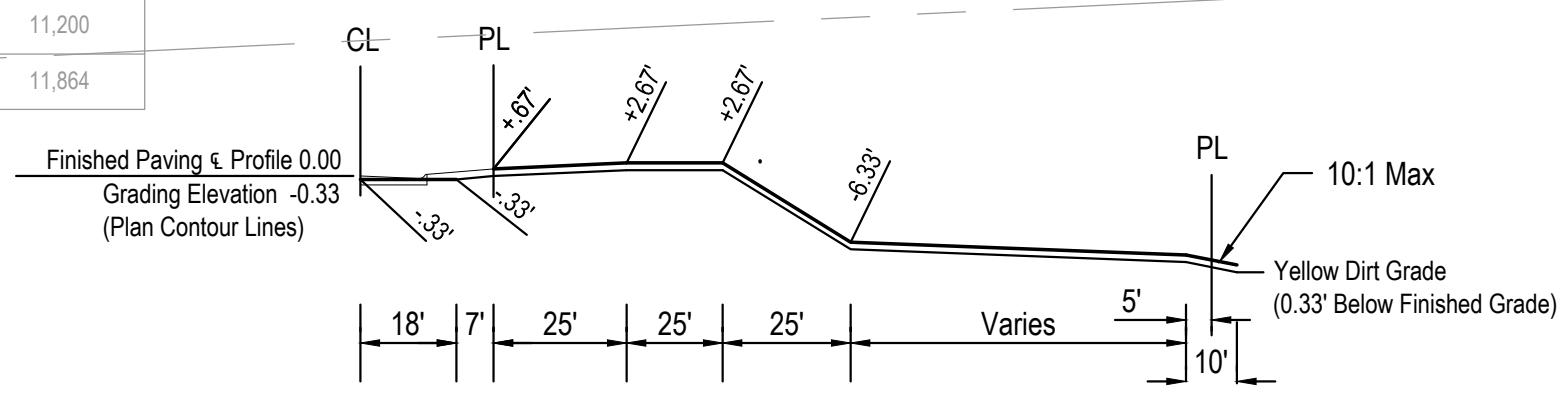
- Proposed Sanitary Sewer System (8" Unless otherwise specified)
- - -●- - Existing Sanitary Sewer
- Proposed Water Main
- - -●- - Existing Water Main
- ⊗ Proposed Hydrant



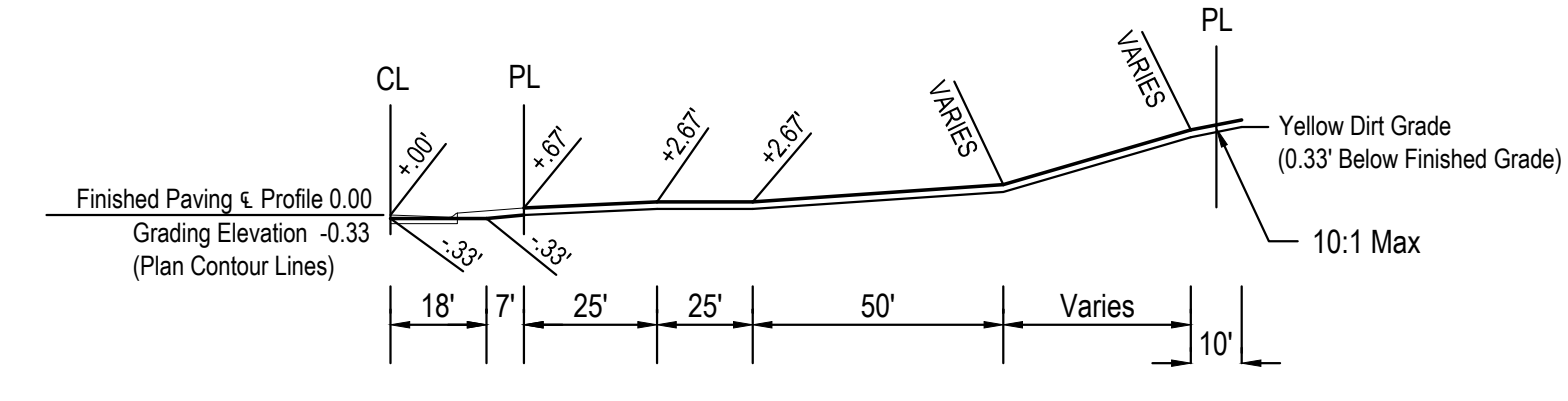
E & A CONSULTING GROUP, INC.	
Engineering • Planning • Environmental & Field Services	
 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	
THE RESERVE AT SCHRAM POINT <small>SARPY COUNTY, NEBRASKA</small>	
SANITARY SEWER AND WATER LINE	
EXHIBIT 'D'	
Revisions	Description
Proj No: P2013.614.001 Date: 10/11/2017 Designed By: MAW Drawn By: ASB Scale: AS SHOWN Sheet: 1 of 1	Date: 10/11/2017 Design: MAW Drawn: ASB Scale: AS SHOWN Sheet: 1 of 1
Justin Zetterman 10/11/2017 1:30 PM K:\Projects\2013\614\01\Plans\FINAL PLAT EXHIBIT\EXHIBIT D-000.dwg	

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 Phone: 402.895.4700 • Fax: 402.895.3599
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11,200	11,864
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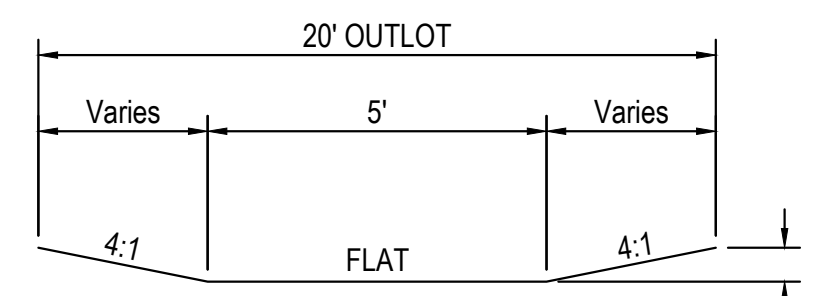
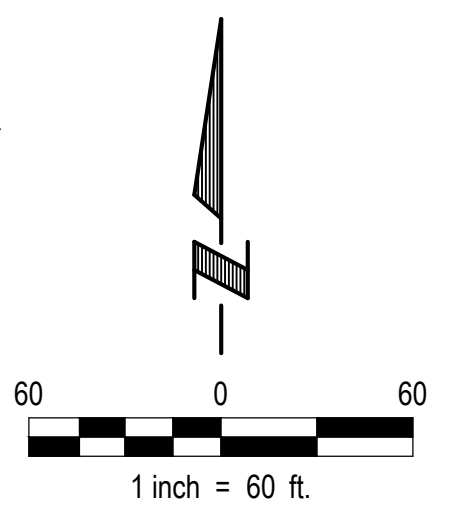


8' WALKOUT LOT

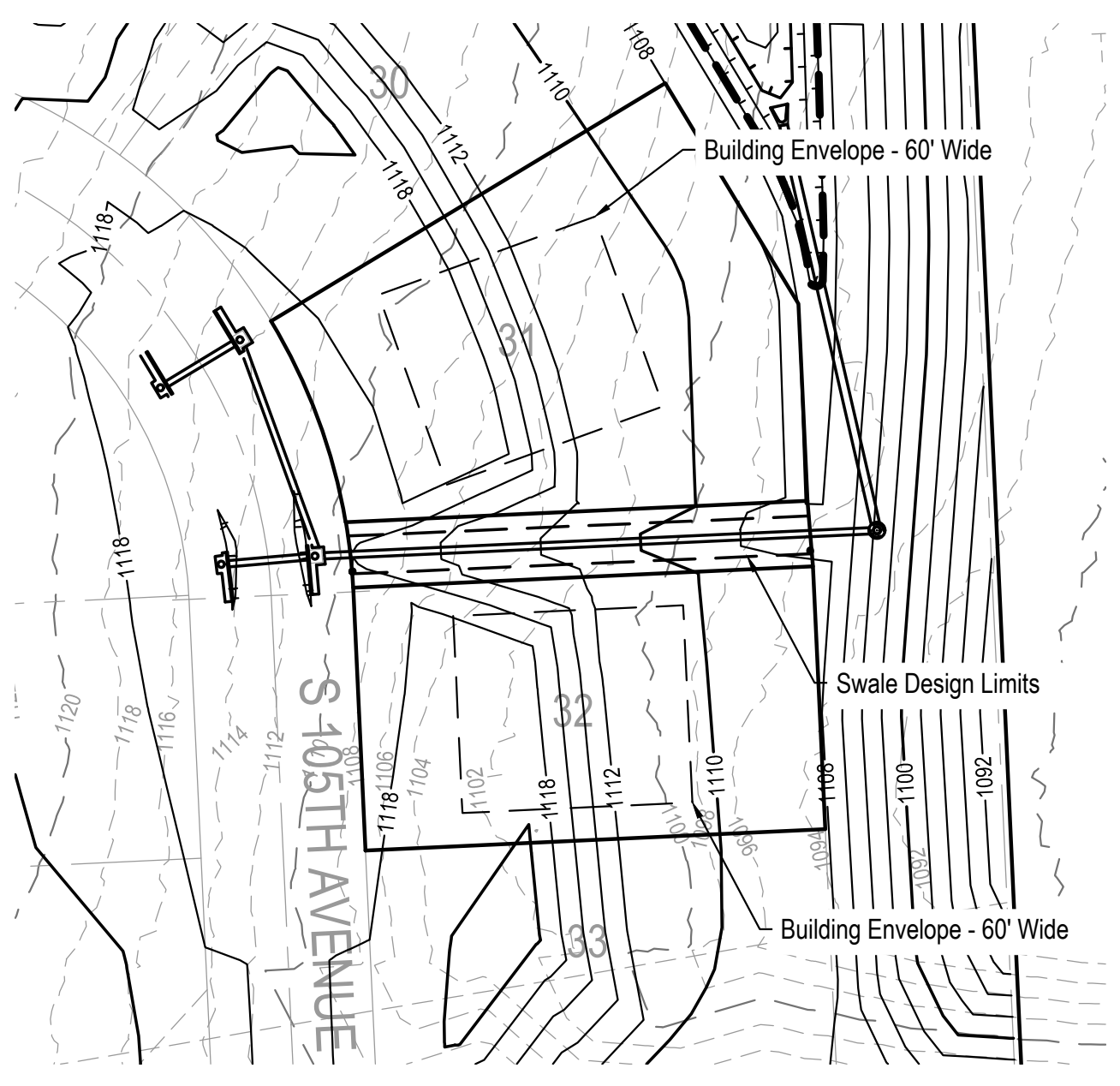


FLAT LOT

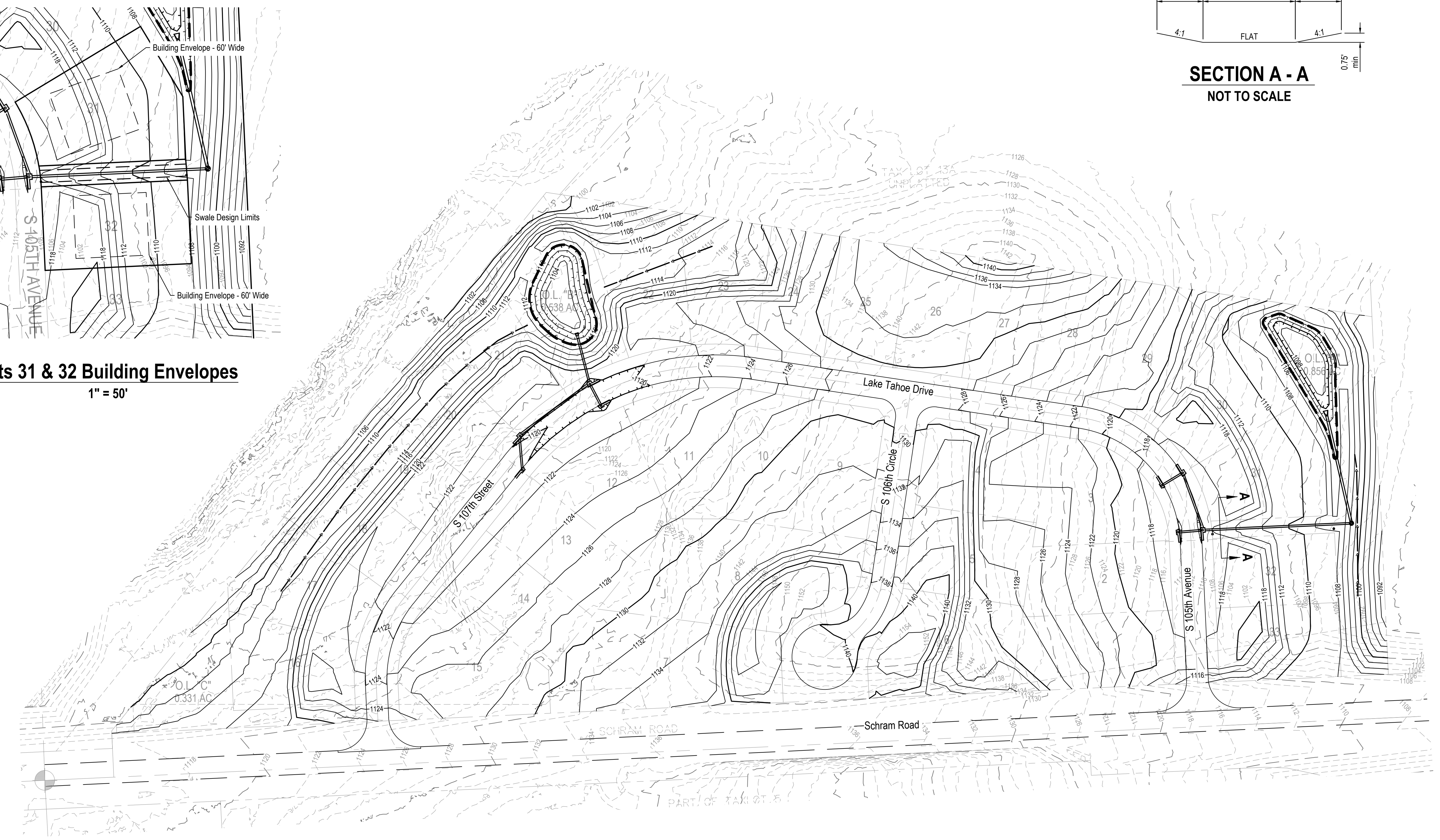
- LEGEND**
- Diversion Ditch
 - Existing Contours
 - Proposed Contours
 - Sediment Basin
 - Storm Sewer
 - Storm Sewer



SECTION A - A
NOT TO SCALE



Lots 31 & 32 Building Envelopes
1" = 50'



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THE RESERVE AT SCHRAM POINT SARPY COUNTY, NEBRASKA							
EROSION CONTROL AND STORM SEWER							
EXHIBIT 'E'							
Proj No: P2013.814.001 Date: 10/11/2017 Designed By: MAW Drawn By: ASB Scale: AS SHOWN Sheet: 1 of 1	Revisions <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 15%;">Date</th> <th style="width: 80%;">Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/11/2017</td> <td>ASB</td> </tr> </tbody> </table>	No.	Date	Description	1	10/11/2017	ASB
No.	Date	Description					
1	10/11/2017	ASB					
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 www.eacg.com							

EXHIBIT F - SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : THE RESERVE AT SCHRAM POINT ZONING: SINGLE 33 LOTS
 DEVELOPER: DYNASTY HOMES
 AREA (ACRES): 15
 JURISDICTION: PAPIILLION
 DATE: 10/06/16 Revised - 11/15/2017 - JCZ
 ESTIMATED BY: WESTERGARD P2013.614.001

THE RESERVE AT SCHRAM POINT						
ITEM	CONSTRCT.	TOTAL	ASIP FEE REMIT	SPECIAL ASSESS.	FUTURE G.O. NON-REIMB	G.O. NON-REIMB
SANITARY SEWER (INTERIOR)	\$ 205,281	\$ 287,393		\$ 287,393		\$ -
PAVING(INTERIOR)	\$ 246,609	\$ 345,253		\$ 298,736		\$ 46,517
WATER (INTERIOR)	\$ 80,590	\$ 112,826		\$ 112,826		\$ -
CAPITAL FACILITIES CHARGES RESIDENTIAL	\$ 90,598.50	\$ 99,658		\$ 49,829		\$ 49,829
UNDERGROUND ELECTRICAL	\$ 44,550	\$ 60,143		\$ 60,143		\$ -
STORM SEWER	\$ 91,730	\$ 128,422		\$ -		\$ 128,422
1% ADMINISTRATIVE FEE (PAPIILLION)	\$ 6,242	\$ 7,491		\$ 5,991		\$ 1,499
CONTRIBUTION TO SCHRAM ROAD IMPROV.	\$ 611,055	\$ 702,713	\$ 76,725	\$ -	\$ 319,350	\$ 306,638
CONTRIBUTION TO SCHRAM ROAD TRAIL	\$ 61,959	\$ 71,253	\$ -	\$ -	\$ 71,253	
SCHRAM ROAD AMENITIES (FUTURE COST)	\$ 240,900	\$ 284,270	\$ -	\$ -	\$ 284,270	
TOTALS	\$ 1,679,515	\$ 2,099,421	\$ 76,725	\$ 814,918	\$ 674,874	\$ 532,904

PER SINGLE FAMILY LOT

\$ 24,694 \$ 390,604
 Future Expenses without Amenities

NOTES:

- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING
- 2) SOFT COSTS NOT INCLUDED: COMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES
- 3) VALUATION:

33 S.F. @	\$ 375,000	=	\$ 12,375,000	
33 S.F. @	\$ 375,000	=	\$ 11,756,250	at 95% of Valuation
			TOTAL @ 95%	\$ 11,756,250
- 4) G.O. DEBT RATIO @ 95% = \$ 532,904 / \$ 11,756,250 = **4.53%** - Without future payments of: \$ 390,604
- 5) G.O. DEBT RATIO @ 95% = \$ 923,508 / \$ 11,756,250 = **7.86%** - With future payments of: \$ 390,604

WALNUT CREEK SEWER FEES AT \$3,000/AC. APPLY TO THIS PARCEL. CITY HAS ALLOWED FEES TO BE PAID AT BUILDING PERMIT.

The initial Schram Road Contribution to Sarpy County in the amount of \$300,000 is to be paid over a period of 2 years with payments due on or before June 1st of 2018 & 2019. The District's total 50% pro-rata share for Schram Road per the existing approved interlocation agreement is estimated to be \$611,054.60. After 2019, the remaining balance of the District's share will be \$311,054.60. Payments by the District over a period of two years from 2020 to 2021 will be made at an amount equal to that which the District is able based upon a formula set forth in the interlocal agreement; Payment = Total Est. Valuation x 4% - Internal GO Debt.

Trail reimbursement costs shall be remitted to the City no later July 1, 2022 per the subdivision agreement. As such, it is shown in the future cost column.

Schram Road Amenities, shown as a future cost, will not be required to be constructed until such time as the district is healthy enough to afford them and are thus not shown in the G.O. Debt Ration calculations

PROJECT: SANITARY SEWER					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE(INTERIOR)	2,355	L.F.	\$ 31.40	\$ 73,947
2	6 INCH SANITARY SEWER PIPE	995	L.F.	\$ 31.75	\$ 31,591
3	54 IN. I.D. SANITARY MANHOLE (15)	189	V.F.	\$ 500.45	\$ 94,585
4	TAP EXISTING MANHOLE	2	EA	\$ 566.20	\$ 1,132
5	EASEMENT ACQUISITION	1	LS	\$ -	\$ -
6	INSTALL SEEDING - TYPE A	0.5	AC	\$ 8,050.60	\$ 4,025
	MISCELLANEOUS (+0%)	1	L.S.	0%	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 205,281

NOTES:

1) TOTAL SID COSTS @ 40% - \$287,393

NOTE: ASSUMPTION MADE THAT CITY OF PAVILLION WOULD NOT CHARGE FOR THE OUTFALL EASEMENT ACQUISITION

PROJECT: **PAVING (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	5,560	S.Y.	\$36.60	\$ 203,496
2	EARTHWORK (SUBGRADE PREP)	1,854	C.Y.	8.70	\$ 16,130
3	ADJUST MANHOLE TO GRADE	12	EA	166.65	\$ 2,000
4	STREET SIGNS	3	EA	1069.05	\$ 3,207
5	BARRICADING	1	LS	547.65	\$ 548
6	DRILL & DOWEL 18" NO. 5 BARS	44	EA	7.20	\$ 317
7	SAWCUT FULL DEPTH	190	LF	4.80	\$ 912
8	SILT BASIN MAINTENANCE DURING CONSTRUCTION (SPECIAL'D)	1	LS	20000.00	\$ 20,000
	MISCELLANEOUS (+0%)	1	L.S.	0%	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 246,609

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$345,253

2) G.O. ITEMS

7" P.C. CONCRETE PAVEMENT - INTERSECTIONS	580	SY	\$29,719
7" P.C. CONCRETE PAVEMENT - OVERWIDTH	0	SY	\$0
STREET SIGNS	3	EACH	\$4,490
7" P.C. CONCRETE PAVEMENT - OUTLOT FRONTAGE	135	SY	\$6,917
EARTHWORK (SUBGRADE PREP)	238	CY	\$2,903
BARRICADING	1	LS	\$767
DRILL & DOWEL 18" NO. 5 BARS	44	EA	\$444
SAWCUT FULL DEPTH	190	LF	\$1,277

G.O. TOTAL \$46,517 (Construction) \$ 33,226.10

PROJECT: **SCHRAM ROAD CONTRIBUTION**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	REQUIRED CONTRIBUTION PER SCHRAM ROAD INTERLOCAL AGREEMENT	1	L.S.	\$ 611,054.60	\$ 611,054.60
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 611,054.60

NOTES:

1) TOTAL DISTRICT COSTS W/ 15% SOFT COSTS - \$ 702,712.79

2) YEARLY COST DISTRIBUTION

YEAR 1 PAYMENT: \$ 172,500.00

YEAR 2 PAYMENT: \$ 172,500.00

TOTAL PAYMENTS YEARS 3 AND 4: \$ 357,712.79 TO BE PAID AS DISTRICT IS ABLE BASED UPON THE FORMULA

Payment = Total Est. Valuation x 4% - Internal GO Debt.

3) ASIP FEE REMITTANCE FROM FEE PAID AT TIME OF BUILDING PERMIT

ASIP FEE = 0.75% OF HOUSE VALUE TOTAL PROPERTY VALUATION: \$ 375,000.00

ESTIMATED LOT VALUATION: \$ 65,000.00

ESTIMATED HOUSE VALUATION: \$ 310,000.00 \$ 2,325.00 PER LOT FEE

\$ 76,725.00 TOTAL REMITTANCE FOR PROJECT

\$ 19,181.25 EVENLY SPLIT REMITTANCE OVER 4 YEARS

PROJECT: **SCHRAM ROAD AMENITIES**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	DECORATIVE FENCE	1,400	LF	\$ 85.00	\$ 119,000.00
2	DECORATIVE STREET LIGHTS	10	EA	\$ 2,500.00	\$ 25,000.00
3	LANDSCAPING (ALLOWANCE)	1	LS	\$ 75,000.00	\$ 75,000.00
					CONTRIBUTION COST SUBTOTAL = \$ 219,000.00
					CONTINGENCY/INFLATION (10%) = \$ 21,900.00
					ESTIMATED PROBABLE CONSTRUCTION COST = \$ 240,900.00
					FISCAL, LEGAL & INTEREST (18%) = \$ 43,362.00
					ESTIMATED TOTAL PROJECT COST = \$ 284,270.00

PROJECT: **SCHRAM ROAD TRAIL CONTRIBUTION**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	REQUIRED CONTRIBUTION TRAIL PER SCHRAM RD INTERLOCAL AGREEMENT	1	L.S.	\$61,959.48	\$61,959.48
					TOTAL ESTIMATED CONSTRUCTION COST: \$61,959.48

NOTES:

1) TOTAL DISTRICT COSTS W/ 15% - \$71,253

PROJECT: **ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	33	LOTS	\$1,350.00	\$44,550
					TOTAL ESTIMATED CONSTRUCTION COST: \$44,550

NOTES:

1) TOTAL DISTRICT COSTS W/ 35% - \$60,143

PROJECT: **WATER (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 6" WATER MAIN	1,825	LF	\$30.00	\$54,750
2	6" GATE VALVE AND BOX	3	EACH	\$1,000.00	\$3,000
3	FIRE HYDRANT ASSEMBLY	4	EACH	\$4,000.00	\$16,000
4	CONNECTION TO EXISTING MAIN	2	EACH	\$1,500.00	\$3,000
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	3,840
					TOTAL ESTIMATED CONSTRUCTION COST: \$80,590

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$112,826

PROJECT: **CAPITAL FACILITIES CHARGES**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	33	LOTS	\$2,400.00	\$79,200.00
2	OUTLOTS	1.70	ACRES	\$6,705.00	\$11,398.50
					TOTAL ESTIMATED CONSTRUCTION COST: \$90,598.50

NOTES:

1) TOTAL DISTRICT COST W/ 10% - \$99,658 SPECIAL ASSESS. GENERAL OBLIGATION
RESIDENTIAL \$49,829 \$49,829

NOTE: RATE EFFECTIVE OCTOBER 1, 2016

PROJECT: **STORM SEWER**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	18" RCP, CLASS III	518	LF	\$ 51.65	\$ 26,755
2	24" RCP, CLASS III	125	LF	\$ 70.05	\$ 8,756
3	CONSTRUCT CURB INLET, TYPE I	4	EA	\$ 3,090.95	\$ 12,364
4	CONSTRUCT CURB INLET, TYPE III	4	EA	\$ 3,287.90	\$ 13,152
5	CONSTRUCT 18" FLARED END SECTION	1	EA	\$ 920.35	\$ 920
6	CONSTRUCT 24" FLARED END SECTION	1	EA	\$ 1,017.30	\$ 1,017
7	CONSTRUCT TYPE II AREA INLET	1	EA	\$ 3,717.65	\$ 3,718
8	CONSTRUCT RIP RAP - TYPE A	71	TN	\$ 71.10	\$ 5,048
9	FUTURE PCSMP IMPROVEMENTS	2	EA	\$ 10,000.00	\$ 20,000
	MISCELLANEOUS (+0%)	1	L.S.	0%	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 91,730

NOTES:

1) TOTAL DISTRICT COST W/ 40% -	\$128,422
Subtract over 48" Pipe Difference	\$0
2) GENERAL OBLIGATION	\$128,422