

8. Future Cost Responsibilities.

A. Annexed Property. Developer understands and acknowledges that it is the City's position that the Impact Fee Facility Contributions by Developer under Paragraph 4 of this Agreement do not address all the impacts the proposed development of the Annexed Property will have on the City's Impact Fee Facilities as set forth in the Impact Fee Study prepared by Duncan & Associates dated October 2002. Therefore, Developer understands that the proposed development of the Annexed Property shall be subject to the payment of Impact Fees.

B. Future Annexed Property. Developer understands that the development of the Future Annexed Property shall be subject to payment of Impact Fees and/or Impact Fee Facility Contributions, depending on the status of the Impact Fee litigation referred to in Recital J above. However, Developer further agrees that in the event the Impact Fee ordinance is for any reason declared to be void, illegal, or otherwise unenforceable by the Final Nebraska Supreme Court Decision, then the Developer agrees in lieu of Impact Fees to pay to the City in full prior to the issuance of a building permit for development, or prior to the issuance of any other permit for development where a building permit is not required, or prior to engaging in a development for which no permit is required, an amount equal to the amount of the Impact Fees which would have been imposed under the 2005 Impact Fee Schedules. Notwithstanding the above, Developer agrees that in the event the City creates or establishes a new system which enables the City to impose a proportionate share of the cost of required improvements to the City's water and wastewater systems, arterial streets, and neighborhood parks and trails on those developments which create the need for them, then that portion of the Future Annexed Property that has not been included in the Impact Fee Facility Contributions set forth in Paragraph 4 above will be subject to said new system.

9. Guaranteed Payment of Impact Fee Facility Contributions. Developer shall, prior to the approval of each final plat or a use permit of the Annexed Property or Future Annexed Property, provide the City a bond, escrow, letter of credit, or other security agreement, approved by the City Attorney, in an amount equal to the proportionate share of the Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, and Arterial Street Impact Fee Facility Contributions attributable to full development of the lots within each final plat compared to the approved full development of the Annexed Property and Future Annexed Property under this Agreement.

The above required payments of the Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, and Arterial Street Impact Fee Facility Contributions shall be paid to the City within thirty days written notice from the City that the following two events have occurred:

- (1) The City is awarded a bid and entered into a contract for the improvement of an eligible Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, and/or Arterial Street Impact Fee Facility Improvement, and
- (2) The Final Nebraska Supreme Court Decision has declared the Impact Fee Ordinance invalid and unenforceable.

The applicable contributions shall first be applied toward payment of the cost to construct eligible Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, and/or Arterial Street Impact Fee Facility Improvements described in this Agreement. Thereafter, any excess contribution amounts may be applied toward payment of the cost to construct any other eligible Impact Fee Facility Improvement in the same benefit district the annexed property was located in under the impact fee ordinance.

In the event the Impact Fee Ordinance has been declared valid and enforceable by the Final Nebraska Supreme Court Decision, then the City agrees to release the bond, escrow, letter of credit, or other security agreement provided by Developer to guarantee the above-described contributions and Developer shall be released from making the above-described contributions.

10. Reimbursement for Impact Fee Facility Improvements. In the event Developer funds the Impact Fee Facility Improvements described herein, then the City agrees to reimburse Developer for said costs with Interest (as set forth below), as soon as reasonably possible, from the following sources of funds; provided, however, if the Impact Fee Ordinance is finally determined to be invalid or unenforceable by the Final Nebraska Supreme Court Decision, then the City shall only be obligated to reimburse Developer for Developer's cost of Impact Fee Facility Improvements in excess of Developer's applicable Impact Fee Facility Contribution set forth in Paragraph 4 above.

A. Directed Impact Fees. The City agrees to reimburse the Developer for Impact Fee Facility Improvements with the applicable Impact Fees collected from the entire development of the Annexed Property and Future Annexed Property under the applicable Impact Fee Facility Improvements category (e.g., Water Distribution, Wastewater, Neighborhood Park and Trail, Arterial Street), subject to the following conditions:

1. Said reimbursement shall be paid semi-annually from impact fees actually received;

2. No reimbursement shall be paid prior to and unless the Impact Fee Ordinance is finally determined to be valid and enforceable by the Final Nebraska Supreme Court Decision;

3. The maturity of the reimbursement shall be until the outstanding principle amount, plus Interest, is collected against the entire development of the Annexed Property and Future Annexed Property or is reimbursed pursuant to this Paragraph 10; and

4. Any reimbursement to be paid from impact fees shall not constitute a general obligation or debt of the City.

B. Capital Improvement Budget and Program. The City agrees to use its best efforts to include the stated Impact Fee Facility Improvements, along with the potential funding source(s), in the stated City's Six-Year Capital Improvement Budget and Program described in this Agreement.

C. Developer's Cost in Excess of Directed Impact Fees. In the event Developer's costs for Impact Fee Facility Improvements are in excess of the City's Water Distribution, Wastewater, Neighborhood Park and Trail and Arterial Street Impact Fee Facility Improvements in the amounts of \$343,518, \$443,424, \$298,126, and \$2,304,526, respectively, then City agrees to use its best efforts to reimburse Developer with Interest for the excess cost from the Impact Fees collected from other development with the same benefit district or from other funding sources identified in this Agreement and the Bond Ordinance within eleven (11) years from the date the applicable Impact Fee Facility Improvement has been substantially completed as determined by the City. Any agreement to reimburse the Developer for Impact Fee Facility Improvements with the applicable Impact Fees collected from other developments within the same benefit district shall be subject to the same four conditions listed in Paragraph 10A. above. Notwithstanding the above, the City's best efforts to reimburse Developer with the impact fees collected from other development within the same benefit district does not restrict the City from agreeing to reimburse future developers within the same benefit district from directed impact fees if those developers fund Impact Fee Facility Improvements.

D. Interest. Interest shall be paid upon the outstanding balance owed to the Developer to reimburse the Developer for the Developer's cost of the Impact Fee Facility Improvements in excess of the applicable amounts set forth in Paragraph 10C. above. Said outstanding balance shall draw interest at the rate of two percent (2%) per annum ("Interest"); provided, however, Interest on the applicable Impact Fee Facility Improvement shall not begin to accrue until the Developer advances any excess funds to the City.

E. Full Payment. Notwithstanding any contrary provision herein, the City will use its best efforts to reimburse Developer for principal and interest owed from available City funds within eleven (11) years from the date the Impact Fee Facility Improvement is substantially constructed.

F. City's Obligations Under This Agreement. The City represents and warrants that its obligations under this Agreement for the reimbursement of Impact Fee Facility Improvements are subject to the terms, conditions and covenants of the Bond Ordinance, and are lawful binding obligations incurred:

1. Pursuant to (a) Section 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and (b) Article IX, Sections 8 and 44 of the City's Home Rule Charter with respect to the Water Distribution and shall, to the extent of the City's obligation hereunder, constitute Subordinate Indebtedness (as defined in Ordinance No. 18088 of the City).

2. Pursuant to (a) Section 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and (b) Article IX, Section 44 of the City's Home Rule Charter with respect to the Wastewater System and shall, to the extent of the City's obligation hereunder, constitute Subordinate Indebtedness (as defined in Ordinance No. 18171 of the City).

3. Pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, with respect to Arterial Streets and shall, to the extent of the City's obligation hereunder, constitute an obligation junior and inferior to the City's outstanding General Obligation Highway Allocation Bonds, Series 2004 and any other highway allocation bonds of the City hereafter issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

11. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

12. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

13. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

14. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

15. Construction. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

16. Relationship of Parties. Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Parties in Interest, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

17. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not

terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement or unless otherwise stated herein.

18. Default. Parties in Interest and City agree that the annexation, changes of zone and Preliminary Plat promote the public health, safety and welfare so long as Parties in Interest fulfills all of the conditions and responsibilities set forth in this Agreement. In the event Parties in Interest default in fulfilling any of their covenants and responsibilities as set forth in this Agreement, then the City may in its legislative authority rescind said Preliminary Plat and rezone the Annexed Property to its previous designation or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the Parties in Interest may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

19. Definitions. For purposes of this Agreement, the words and phrases "cost" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, acquisition of right-of-way from a third party (but excluding any Parties In Interest) construction costs, publication costs, financing costs, and related miscellaneous costs. For the purposes of this Agreement, the words and phrases "building permit," "development," "Impact Fee Facility," "Impact Fee Facility Improvement," and "site-related improvements" shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.

20. Fair Share. Landowners acknowledge that the City has a legitimate interest in the public health, safety and welfare and in providing for the safe and efficient movement of vehicles on the public arterial streets and the provision of adequate water and wastewater service and adequate neighborhood parks and trails as provided for in the Impact Fee Ordinance which is promoted by requiring Developer to pay their fair share of the cost to construct such Impact Fee Facilities and that an essential nexus exists between the City's legitimate interests and the conditions placed upon Developer under this Agreement. In addition, Landowners and City have made an individualized determination and found that the conditions placed upon Developer under this Agreement are related

both in nature and extent and are in rough proportionality to the projected adverse effects that full development of the Annexed Property under the annexation, Preliminary Plat, and change of zone would have on the City's Impact Fee Facilities.

21. Recordation. This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Developer's cost and expense.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

23. Engineering Services. The uniform procedure for the selection of professional consultants set forth in Executive Order No. 58026 dated August 6, 2003 need not be utilized to select the Developer's engineer to design the required improvements to be installed by Developer. The Developer's engineer has performed preliminary design work and continuing utilization of the Developer's engineer will avoid delay, inefficiencies, lack of coordination, and duplication of effort. Notwithstanding the above, the Developer agrees that, in order for Developer's engineer design costs to be reimbursable Impact Fee Facility Improvements, the compensation to be paid for such services must be approved the City's Department of Public Works & Utilities.

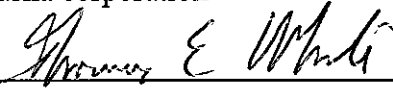
24. Authority. The City has the authority to engage in the reimbursements to Developer described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Developer described in this Agreement will comply with all applicable laws.

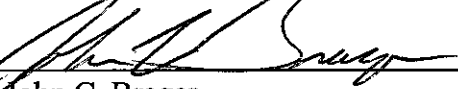
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Signatures on the following page

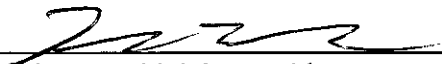
“DEVELOPER”

RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation

By: 
Thomas E. White
President of Development

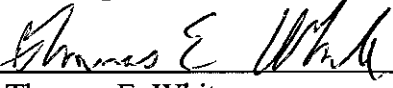
By: 
John C. Brager
President of Construction

SOUTHVIEW, INC., a Nebraska corporation

By: 
John F. Schleich, President

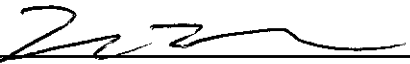
DEVELOPMENTS UNLIMITED, LLP, a
Nebraska limited liability partnership

By: **RIDGE DEVELOPMENT COMPANY**, a
Nebraska corporation, Member

By: 
Thomas E. White
President of Development

By: 
John C. Brager
President of Construction

By: **SOUTHVIEW, INC.**, a Nebraska
corporation, Member

By: 
John F. Schleich, President

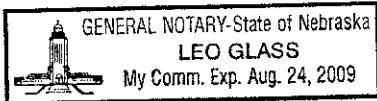
NORTHERN LIGHTS, L.L.C., a Nebraska limited liability company

By: *Thomas E. White*
Thomas E. White, Member

By: *John C. Brager*
John C. Brager, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

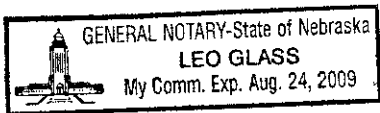
The foregoing was acknowledged before me this 12 day of April, 2006, by Thomas E. White, President of Development of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

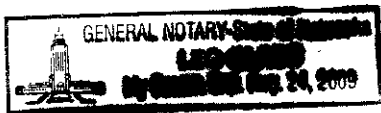
The foregoing was acknowledged before me this 12 day of April, 2006, by John C. Brager, President of Construction of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

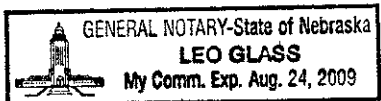
The foregoing was acknowledged before me this 12 day of April, 2006, by John F. Schleich, President of **Southview, Inc.**, a Nebraska corporation, on behalf of the corporation.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

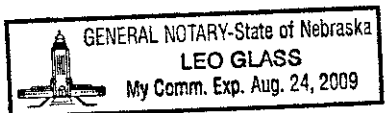
The foregoing was acknowledged before me this 12 day of April, 2006, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 12 day of April, 2006, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 12 day of April, 2006, by John F. Schleich, President of Southview, Inc., a Nebraska, corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 12 day of April, 2006, by Thomas E. White, Member of **Northern Lights, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.

Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 12 day of April, 2006, by John C. Brager, Member of **Northern Lights, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.



Leo Glass
Notary Public

"LANDOWNER"

Thomas O. Meginnis
THOMAS O. MEGINNIS, a married person

Karen Meginnis
KAREN M. MEGINNIS, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing was acknowledged before me this 17 day of April, 2006, by **Thomas O. Meginnis**, a married person.

Gary L. Delaet
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing was acknowledged before me this 17 day of April, 2006, by **Karen M. Meginnis**, a married person.

Gary L. Delaet
Notary Public

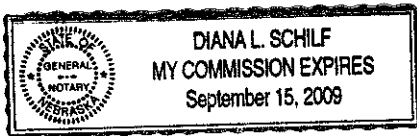


Richard W. Meginnis
RICHARD W. MEGINNIS, a married person

Lisa J. Meginnis
LISA J. MEGINNIS, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

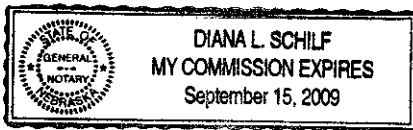
The foregoing was acknowledged before me this 14th day of April, 2006, by **Richard W. Meginnis**, a married person.



Diana L. Schilf
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 14th day of April, 2006, by **Lisa J. Meginnis**, a married person.



Diana L. Schilf
Notary Public

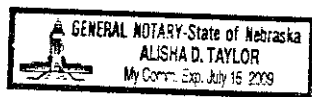
Daniel H. Meginnis
DANIEL H. MEGINNIS, a married person

Jill M. Meginnis
JILL M. MEGINNIS, a married person

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

The foregoing was acknowledged before me this 20 day of April, 2006, by **Daniel H. Meginnis**, a married person.

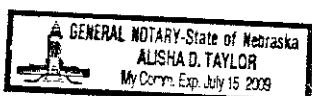
Alisha D Taylor
Notary Public



STATE OF Nebraska)
COUNTY OF Lancaster) ss.

The foregoing was acknowledged before me this 20 day of April, 2006, by **Jill M. Meginnis**, a married person.

Alisha D Taylor
Notary Public



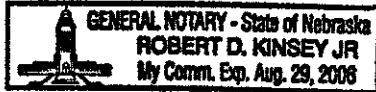
SESOSTRIS TEMPLE HOLDING CORPORATION, a Nebraska nonprofit corporation

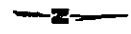
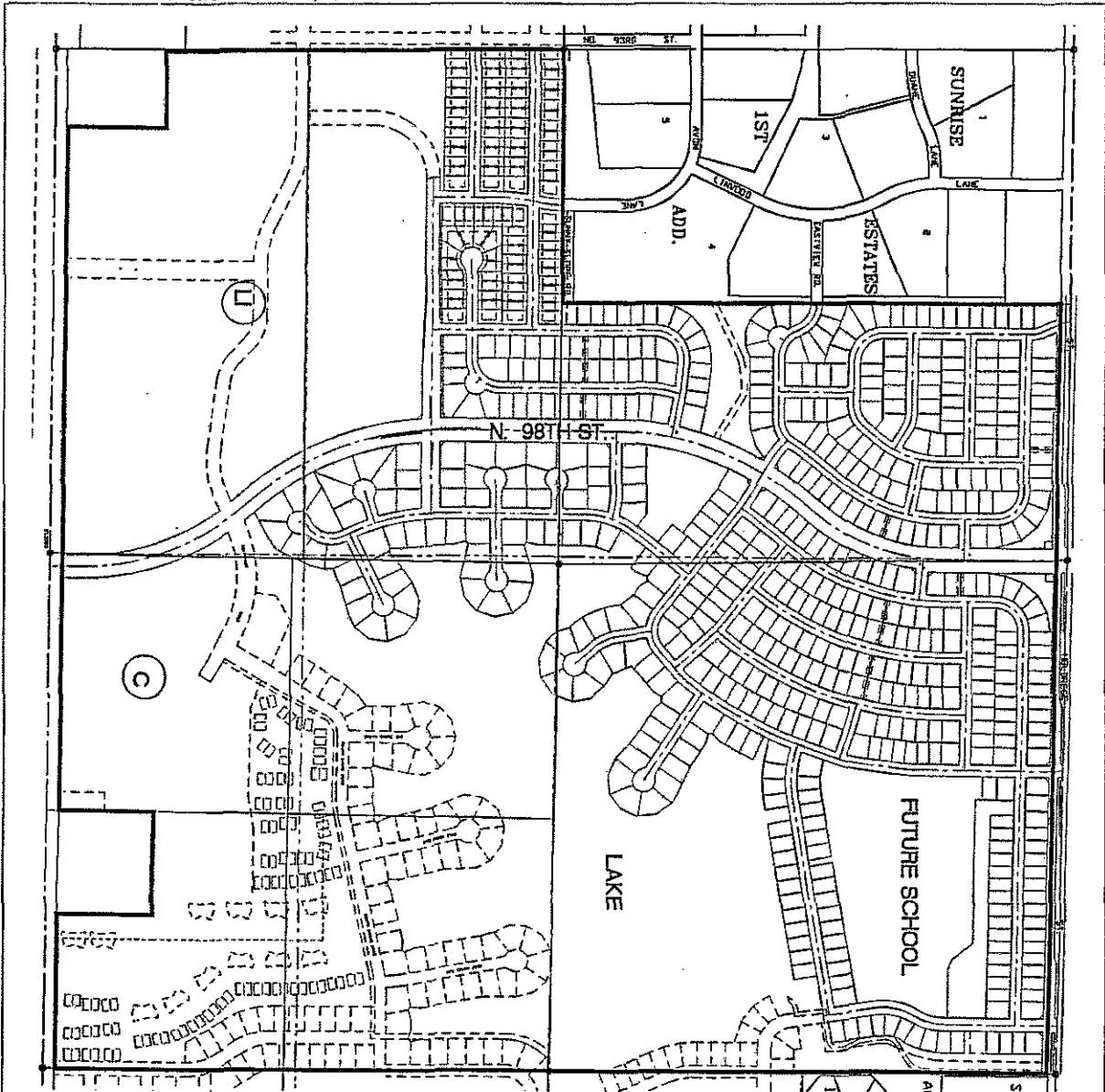
By: Steven A. Hanneman
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

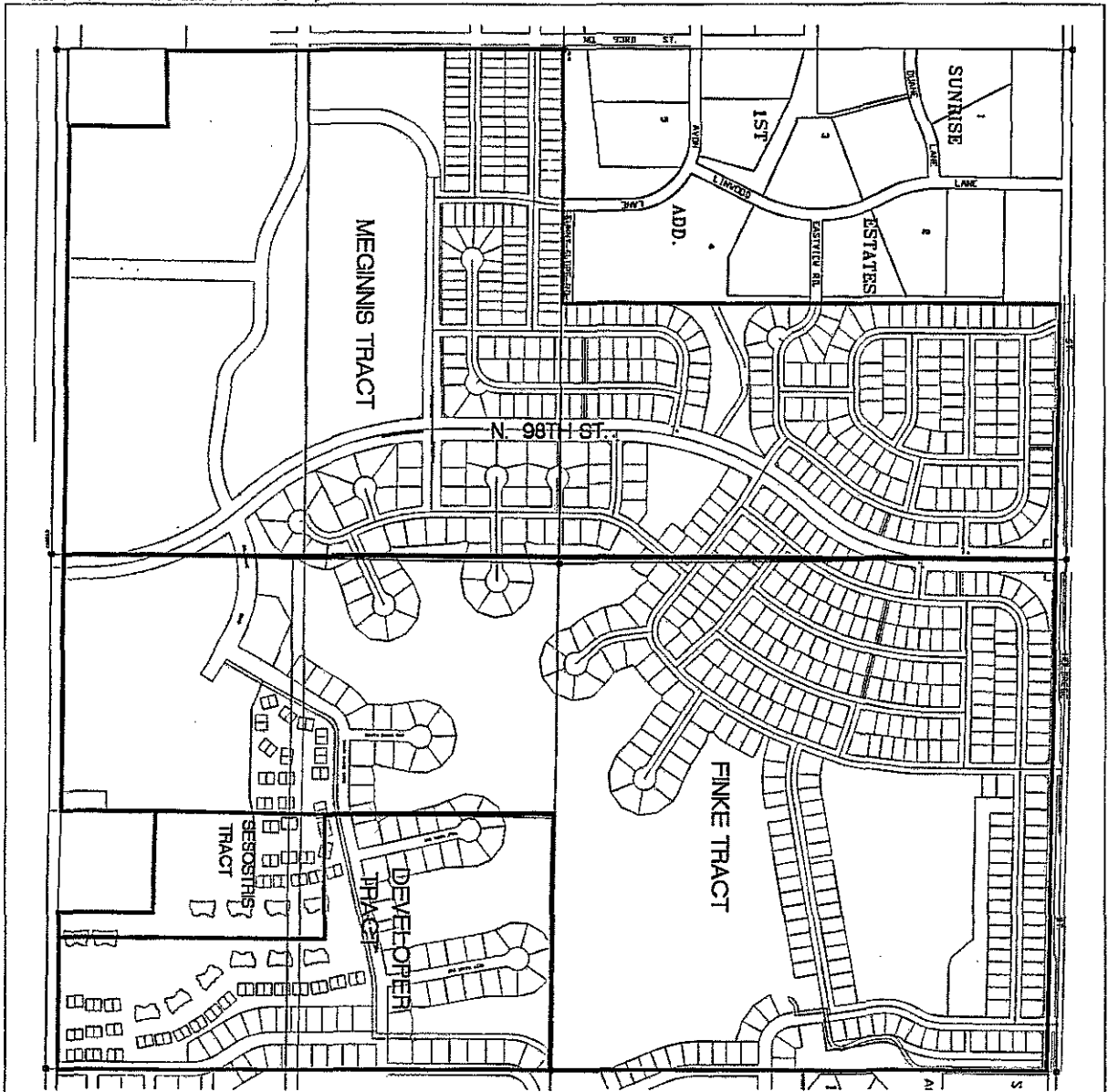
The foregoing instrument was acknowledged before me this 12th day of April, 2006, by Steven A. Hanneman, President of Sesostris Temple Holding Corporation, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

Robert D. Kinsey Jr.
Notary Public

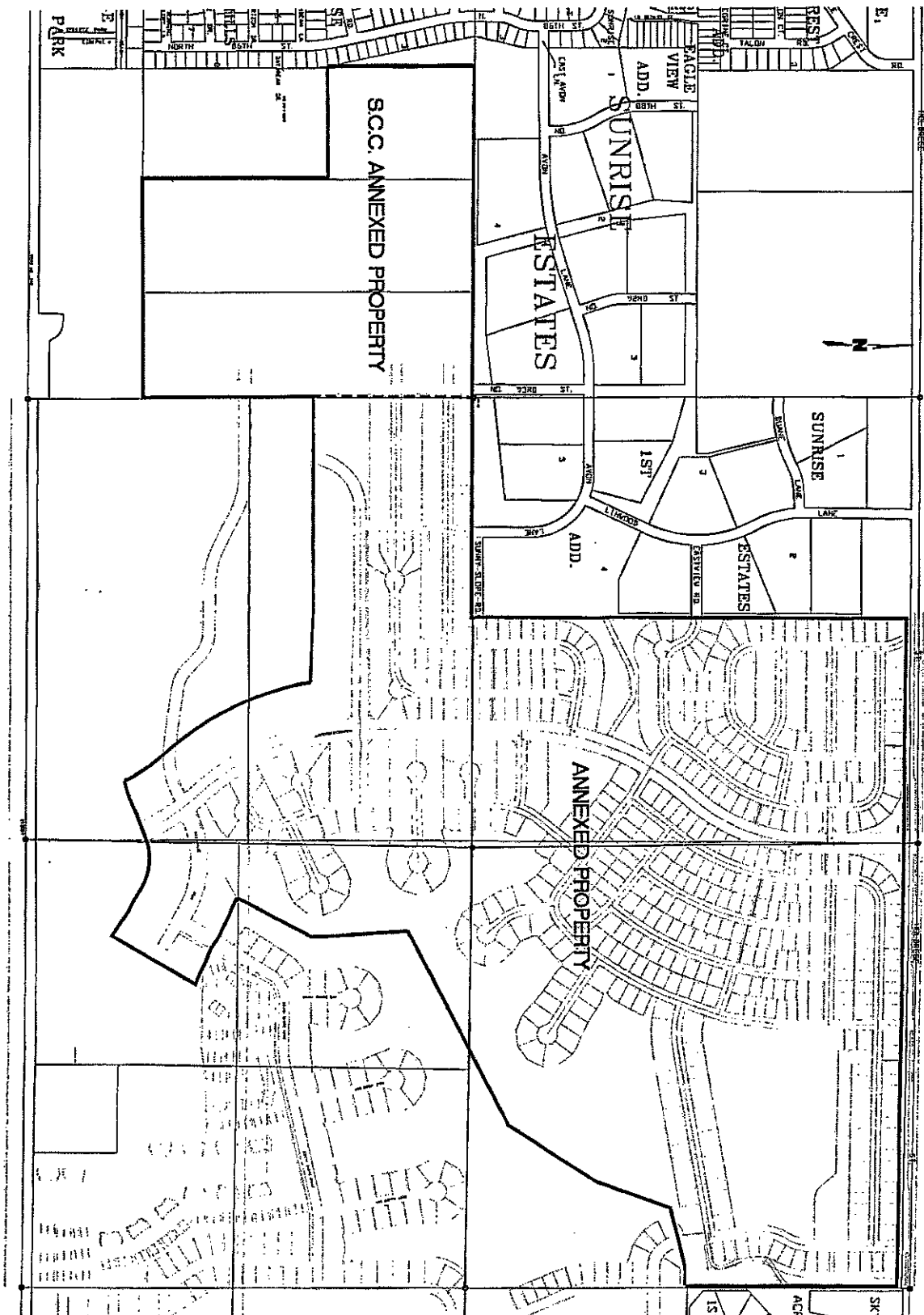




SHEET NO. TOTAL SHEETS DATE DRAWN BY CHECKED BY PROJECT NO.	WATERFORD ESTATES ATTACHMENT "A"	REVISIONS NO. DATE DESCRIPTION		<p>OLSSON ASSOCIATES ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS 1001 G STREET, SUITE 200, LINCOLN, NE 68502 TEL: 402.426.1234 FAX: 402.426.1235</p>
	LINCOLN, NEBRASKA	6/1/05		



<p>DATE: 5/1/05</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>DESIGNED: [Signature]</p> <p>DRAWN: [Signature]</p>	<p>WATERFORD ESTATES ATTACHMENT "B"</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION																																<p>OLSSON ASSOCIATES ENGINEERS - PLANNERS - ARCHITECTS - LANDSCAPERS</p> <p>5515 24th Ave., Lincoln, Nebraska 68504 - 402-441-4400 FAX: 402-441-4401 WWW.OLSSONASSOCIATES.COM</p>
	NO.	DATE	DESCRIPTION																																		
<p>LINCOLN, NEBRASKA</p>		<p>5/1/05</p>																																			

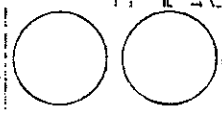


Prepared by:
 Checked by:
 Date:
 Scale:
 1" = 40'

WATERFORD ESTATES
 Attachment "C"
 1 OF 4

6/1/05

REVISIONS
 All not in accordance



OLSON ASSOCIATES
 ENGINEERS - PLANNERS - ARCHITECTS - LANDSCAPERS
 1001 J Street, Lincoln, Nebraska 68502-1001
 Phone: 402.441.1000 Fax: 402.441.1001

**LEGAL DESCRIPTION
ANNEXATION**

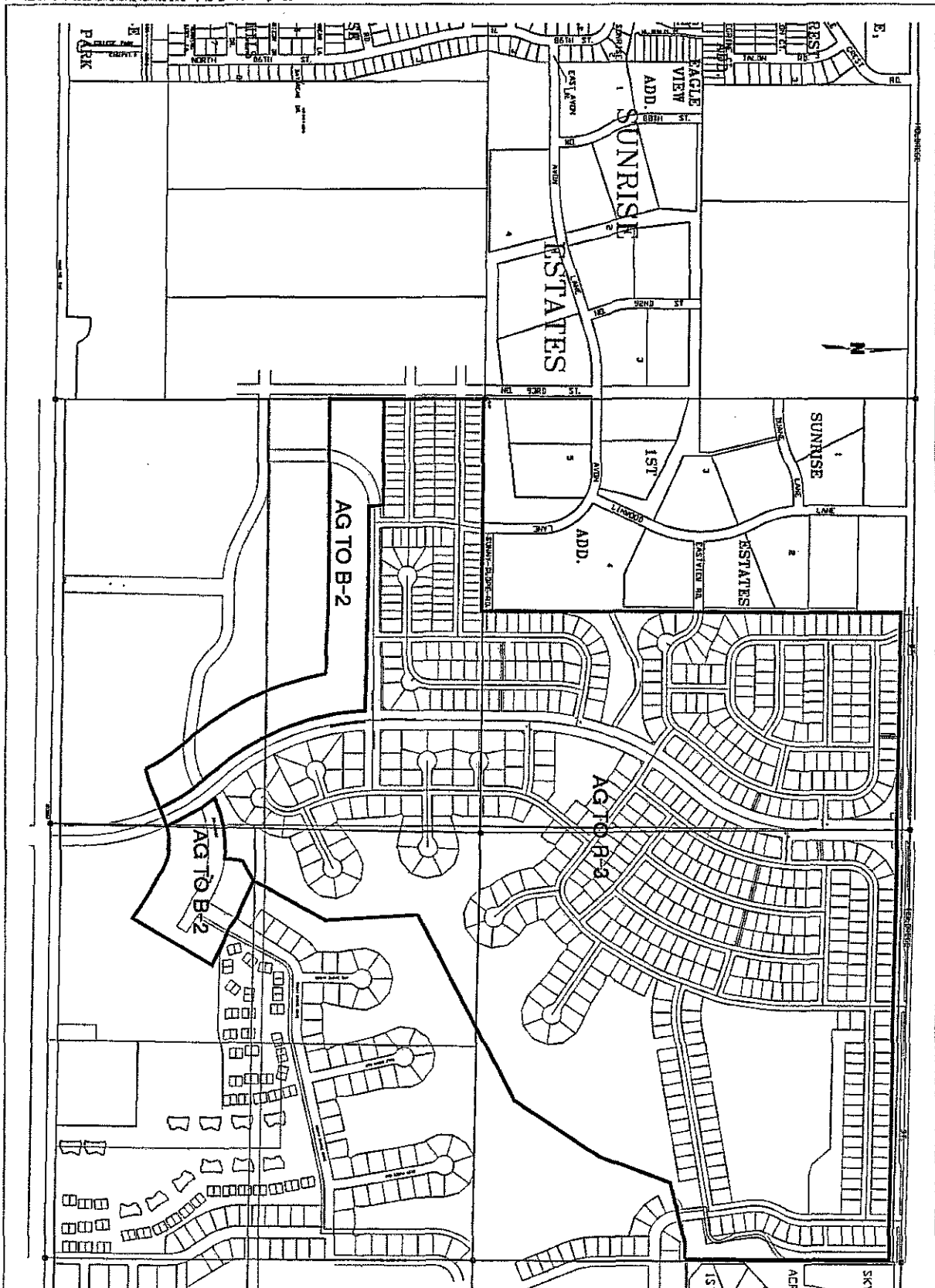
A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF LOTS 14 I.T., 15 I.T., AND 16 I.T., A PORTION OF LOTS 3 I.T., AND 10 I.T., AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN THE EAST HALF OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND A PORTION OF LOT 8 I.T., A PORTION OF LOT 11 I.T., AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN THE WEST HALF OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 09 MINUTES 34 SECONDS WEST, A DISTANCE OF 50.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 I.T., SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,272.74 FEET TO A POINT, THENCE SOUTH 89 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 113.22 FEET TO A POINT, THENCE SOUTH 76 DEGREES 00 MINUTES 17 SECONDS WEST, A DISTANCE OF 363.45 FEET TO A POINT, THENCE SOUTH 20 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 471.68 FEET TO A POINT, THENCE SOUTH 32 DEGREES 55 MINUTES 55 SECONDS WEST, A DISTANCE OF 620.76 FEET TO A POINT, THENCE SOUTH 62 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,295.82 FEET TO A POINT, THENCE SOUTH 03 DEGREES 19 MINUTES 34 SECONDS EAST, A DISTANCE OF 574.78 FEET TO A POINT, THENCE SOUTH 28 DEGREES 14 MINUTES 31 SECONDS WEST, A DISTANCE OF 503.12 FEET TO A POINT, THENCE SOUTH 65 DEGREES 18 MINUTES 51 SECONDS EAST, A DISTANCE OF 242.70 FEET TO A POINT, THENCE SOUTH 59 DEGREES 30 MINUTES 50 SECONDS EAST, A DISTANCE OF 90.00 FEET TO A POINT, THENCE SOUTH 56 DEGREES 20 MINUTES 05 SECONDS EAST, A DISTANCE OF 250.91 FEET TO A POINT, THENCE SOUTH 33 DEGREES 39 MINUTES 55 SECONDS WEST, A DISTANCE OF 536.53 FEET TO A POINT, THENCE NORTH 56 DEGREES 20 MINUTES 05 SECONDS WEST, A DISTANCE OF 158.38 FEET TO A POINT, THENCE NORTH 62 DEGREES 28 MINUTES 07 SECONDS WEST, A DISTANCE OF 132.72 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 345.00 FEET, ARC LENGTH OF 326.55 FEET, DELTA ANGLE OF 54 DEGREES 13 MINUTES 54 SECONDS, A CHORD BEARING OF NORTH 81 DEGREES 35 MINUTES 40 SECONDS WEST, AND A CHORD LENGTH OF 314.49 FEET

TO A POINT, THENCE SOUTH 71 DEGREES 06 MINUTES 05 SECONDS WEST, A DISTANCE OF 120.61 FEET TO A POINT, THENCE SOUTH 62 DEGREES 43 MINUTES 30 SECONDS WEST, A DISTANCE OF 33.26 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 776.00 FEET, ARC LENGTH OF 208.47 FEET, DELTA ANGLE OF 15 DEGREES 23 MINUTES 33 SECONDS, A CHORD BEARING OF SOUTH 70 DEGREES 25 MINUTES 17 SECONDS WEST, AND A CHORD LENGTH OF 207.84 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 1,000.00 FEET, ARC LENGTH OF 276.40 FEET, DELTA ANGLE OF 15 DEGREES 50 MINUTES 12 SECONDS, A CHORD BEARING OF NORTH 33 DEGREES 54 MINUTES 30 SECONDS WEST, AND A CHORD LENGTH OF 275.52 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 1,800.00 FEET, ARC LENGTH OF 988.39 FEET, DELTA ANGLE OF 31 DEGREES 27 MINUTES 41 SECONDS, A CHORD BEARING OF NORTH 26 DEGREES 05 MINUTES 46 SECONDS WEST, AND A CHORD LENGTH OF 976.02 FEET TO A POINT, THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 71.10 FEET TO A POINT, THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS WEST, A DISTANCE OF 350.28 FEET TO A POINT, THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,270.65 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, SAID POINT BEING ON THE EAST LINE OF LOT 16 I.T., THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 16 I.T., A DISTANCE OF 1,026.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16 I.T., THENCE NORTH 89 DEGREES 25 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 16 I.T., AND THE SOUTH LINE OF LOT 15 I.T., A DISTANCE OF 1,284.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15 I.T., THENCE NORTH 00 DEGREES 06 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 15 I.T., A DISTANCE OF 1,368.08 FEET TO A POINT, THENCE NORTH 89 DEGREES 25 MINUTES 19 SECONDS WEST ALONG A LINE LOCATED 1,368.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 10 I.T., A DISTANCE OF 660.02 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 10 I.T., THENCE NORTH 00 DEGREES 06 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 I.T., A DISTANCE OF 611.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 I.T., SAID POINT BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 25 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 10 I.T., 15 I.T., AND 16 I.T., SAID LINE BEING THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,941.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 16 I.T., SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTHEAST

QUARTER OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 24 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,307.81 FEET TO THE SOUTHWEST CORNER OF LOT 14 I.T., THENCE NORTH 00 DEGREES 13 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 14 I.T., A DISTANCE OF 2,609.41 FEET TO THE NORTHWEST CORNER OF SAID LOT 14 I.T., SAID POINT BEING ON THE SOUTH LINE OF HOLDREGE STREET RIGHT-OF-WAY, SAID POINT BEING 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 14 I.T., SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,315.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 14 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 8 I.T., THENCE SOUTH 88 DEGREES 45 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 8 I.T., SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, A DISTANCE OF 2,654.23 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 16,805,340.46 SQUARE FEET OR 385.7975 ACRES, MORE OR LESS.

August 1, 2005
F:\Projects\20020092\lincs\survey\yplat\dwg\yrevannex.doc



DATE: 5/1/05
 DRAWN BY: [unintelligible]
 CHECKED BY: [unintelligible]
 PROJECT: WATERFORD ESTATES ATTACHMENT "D"

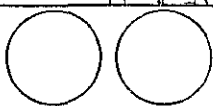
**WATERFORD ESTATES
 ATTACHMENT "D"**

LINCOLN, NEBRASKA

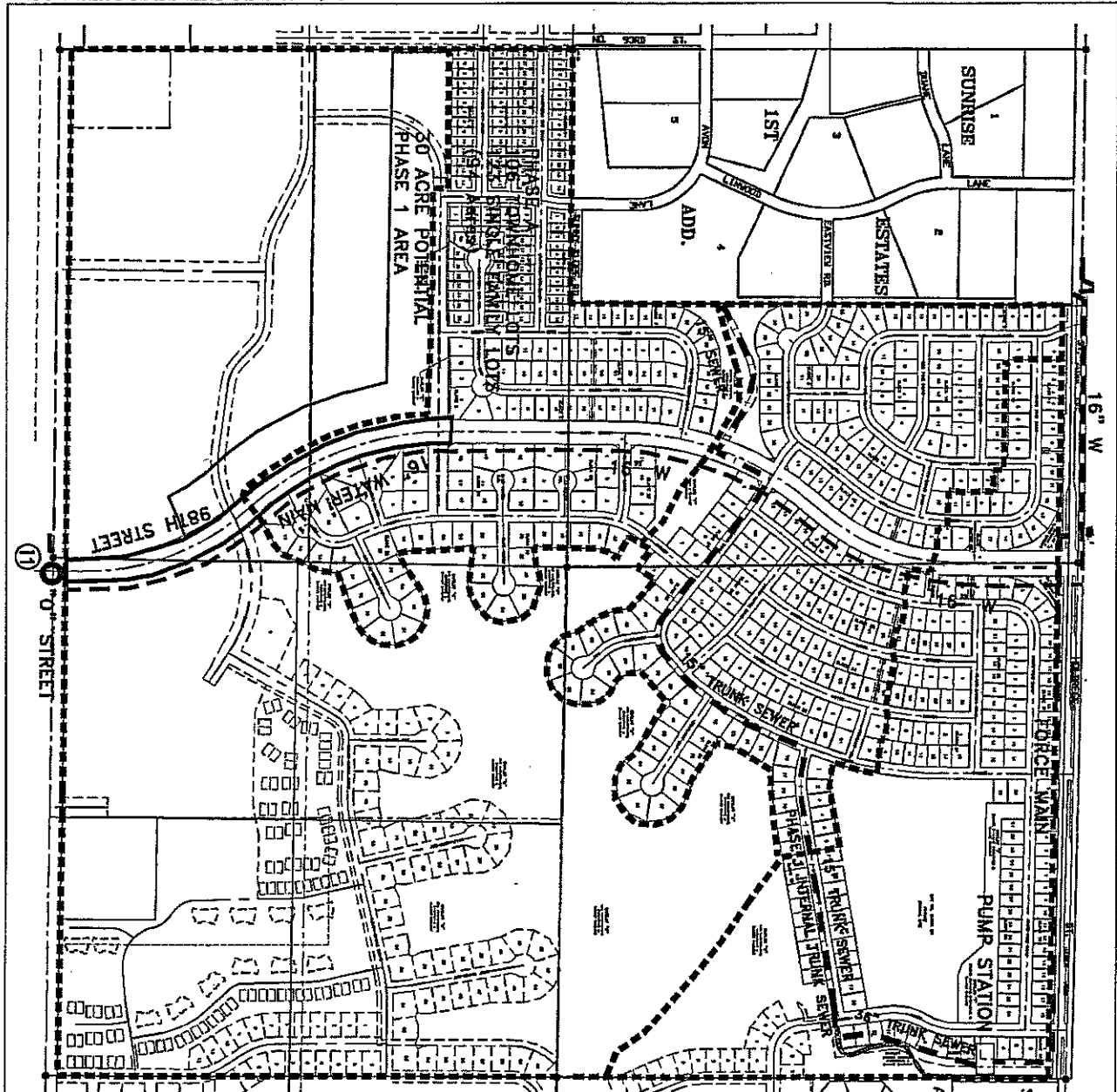
6/1/05

REVISIONS

NO.	DATE	DESCRIPTION



OLSON ASSOCIATES
 ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS
 2001 S. 10th Street, Lincoln, NE 68502-1000
 TEL: 402.476.1000 FAX: 402.476.1001



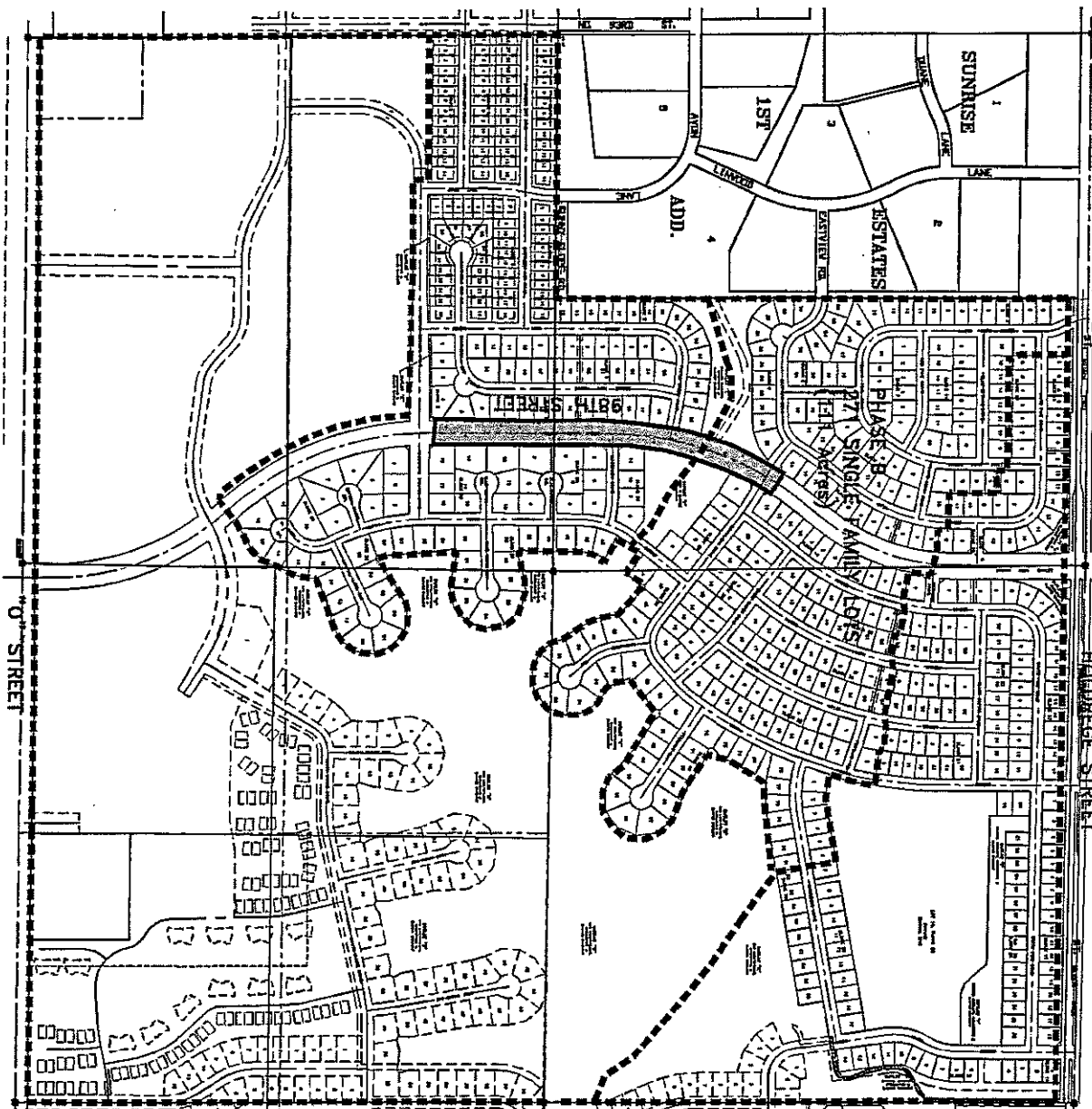
- NOTE:**
1. THE ESTIMATED OFF-SITE COSTS HAVE BEEN CALCULATED USING COSTS ASSIGNED IN THE DUNCO GENERAL COST OF GROWTH REPORT. THEY HAVE BEEN ADJUSTED TO REFLECT A 2% ANNUAL INFLATION RATE.
 2. THE APPROPRIATE PHASING MAY BE ACCOMPLISHED IF THE WATER DEPT. DETERMINES THAT THE PHASING OF WATER COSTS IS APPROPRIATE.
 3. THE LOCATION OF IMPROVEMENTS IS CONCEPTUAL AND IS SHOWN FOR INFORMATION PURPOSES ONLY. THE ACTUAL LOCATION WILL BE DETERMINED DURING FINAL DESIGN.

**PHASE A (2008.07)
ESTIMATED OFF-SITE COSTS:**

DESCRIPTION	COST	ANTICIPATED DISC. SCHEDULE
SANITARY SEWER		
PUMP STATION (60'x100'x6' DEPTH)	\$ 300,000	2008/2008
FORCE MAIN FROM SITE TO ADJAC ST.	\$ 200,000	2009/2010
4,500 LF OF 15" INTERIOR TRUNK SEWER	\$ 390,000	2011/2012
4,175 LF OF 36" INTERIOR TRUNK SEWER	\$ 341,925	2011/2012
TOTAL COST:	\$ 1,231,925	
REIMBURSABLE COSTS BY THE CITY OF LINCOLN:	\$ 1,231,925	
WATER MAIN		
3,250 LF OF 18" WATER MAIN IN HOLLAND ST.	\$ 308,400	2008/2008
4,500 LF OF 18" WATER MAIN IN 98TH ST.	\$ 553,700	2009/2010
TOTAL:	\$ 862,100	
REIMBURSABLE COSTS BY THE CITY OF LINCOLN:	\$ 862,100	
ROADS		
98TH ST - 2210 LF OF 3 LANE SECTION	\$ 1,007,700	2010/2011
(3 LANE SECTION @ \$450 / LF)	\$ 50,000	2010/2011
98TH ST TRM. INTERSECTION IMPROVEMENTS	\$ 50,000	2010/2011
TOTAL:	\$ 1,057,700	
REIMBURSABLE COSTS BY THE CITY OF LINCOLN:	\$ 1,057,700	
TOTAL COSTS	\$3,181,895	
TOTAL REIMBURSABLE COSTS:	\$2,891,985	
TOTAL NON-REIMBURSABLE COSTS:	\$290,000	

Attachment "E"

<p>1 OF 4</p>	<p>WATERFORD ESTATES PHASE A UTILITIES & PAVEMENT SCHEDULE</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>GLSSON ASSOCIATES ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS 1100 S. 16TH ST., SUITE 100, LINCOLN, NE 68502 TEL: 402.426.1100 FAX: 402.426.1101</p>
		NO.	DATE	DESCRIPTION								
<p>LINCOLN, NEBRASKA</p> <p>3/30/08</p>												



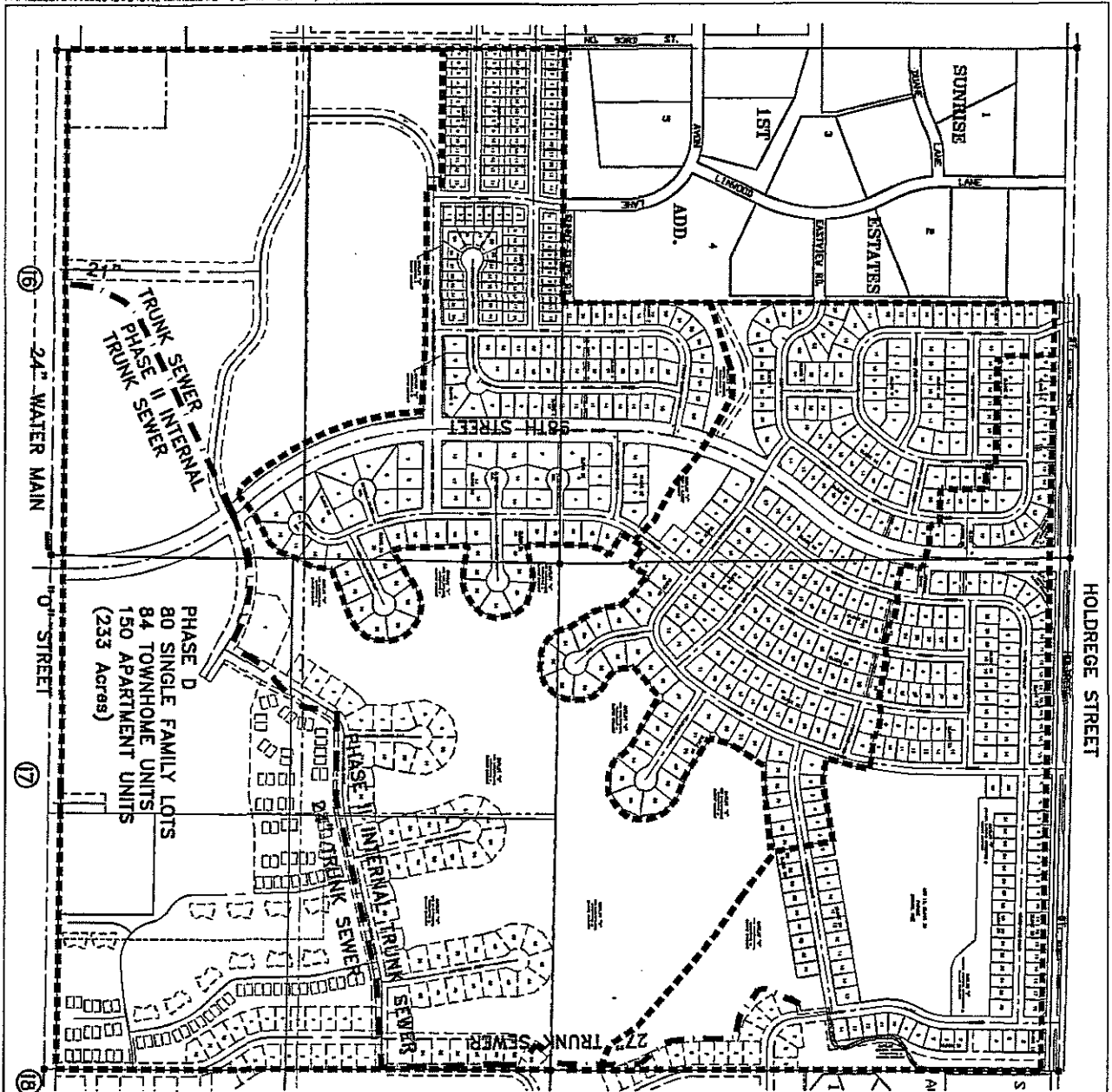
**PHASE B (2008.09.10)
ESTIMATED OFF-SITE COSTS:**

ROADS	COST	ANTICIPATED ISSUE SCHEDULE
8TH ST. - 2100 LF OF 3 LANE SECTION (3 LANE SECTION @ \$48 / LF)	\$827,400	2010/2011
100% INTERSECTION IMPROVEMENTS	\$ 50,000	
TOTAL COSTS	\$1,007,800	
TOTAL REIMBURSABLE COSTS	\$857,800	
TOTAL NON-REIMBURSABLE COSTS	\$150,000	

- NOTE:**
1. THE ESTIMATED OFF-SITE COSTS HAVE BEEN OBTAINED USING COSTS ASSUMED TO BE IN EFFECT FOR THE YEAR 2008. THE COSTS ARE SUBJECT TO CHANGE DUE TO INFLATION, MARKET FLUCTUATIONS, AND OTHER FACTORS. THE APPROXIMATE PHASING MAY BE ADJUSTED IF THE MARKET DETERMINES OTHERWISE.
 2. THE DATES NOTED FOR PHASING ARE THE APPROXIMATE DATES WHEN OCCUPANCY OF HOUSES OCCURS.
 3. THE LOCATION OF IMPROVEMENTS IS CONCEPTUAL AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. THE ACTUAL LOCATION WILL BE DETERMINED DURING FINAL DESIGN.

Attachment "E"

WATERFORD ESTATES PHASE B UTILITIES & PAVEMENT SCHEDULE LINCOLN, NEBRASKA	3/18/05	REVISIONS NO. DATE DESCRIPTION		OLSSON ASSOCIATES DESIGNERS - PLANNERS - ENGINEERS - SURVEYORS 1111 N. LINCOLN ST., SUITE 100, LINCOLN, NE 68502-4209 TEL: 402.426.1111 FAX: 402.426.1112
		2 OF 4		



PHASE D
80 SINGLE FAMILY LOTS
84 TOWNHOME UNITS
150 APARTMENT UNITS
(233 Acres)

TRUNK SEWER
PHASE II INTERNAL
TRUNK SEWER

24" WATER MAIN

0" STREET

17

18

HOLDREGE STREET

NOTE:

1. THE ESTIMATED OFF-SITE COSTS HAVE BEEN CALCULATED USING COSTS ASSIGNED IN THE TOWN'S CAPITAL COST OF GROWTH REPORT. THEY HAVE BEEN ADJUSTED TO REFLECT A 3% ANNUAL INFLATION RATE.
2. THE APPROXIMATE FINISHING DATE IS ACCENTUATED BY THE MARKET CONDITIONS. THE DATES NOTED FOR FINISHING ARE THE APPROXIMATE YEARS WHEN OCCUPANCY OF HOUSES OCCURS.
3. THE LOCATION OF IMPROVEMENTS IS CONCEPTUAL AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. THE ACTUAL LOCATION WILL BE DETERMINED DURING FINAL DESIGN.



**PHASE D (2013,14,15,16)
ESTIMATED OFF-SITE COSTS:**

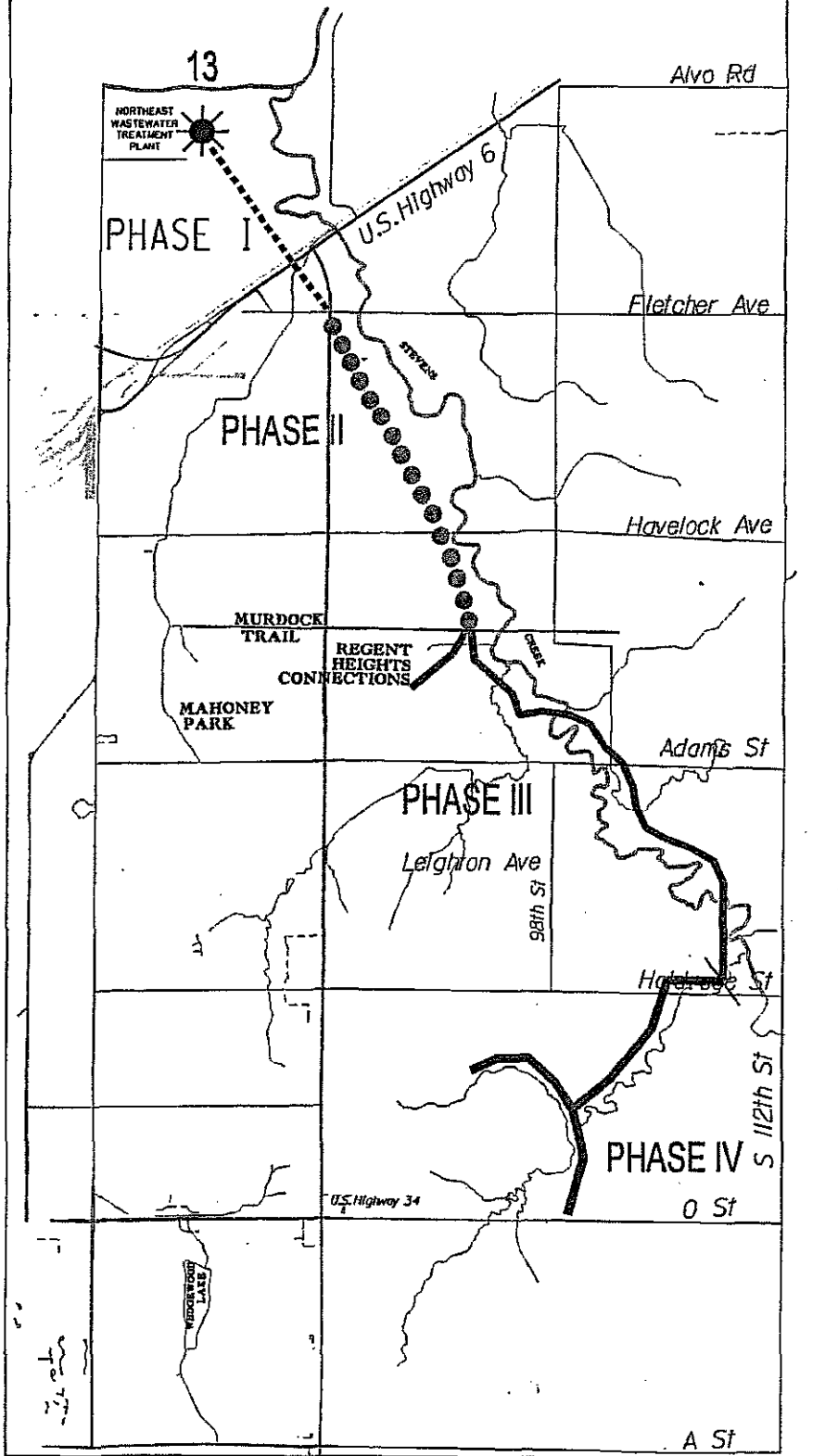
SAWTOOTH SEWER	COST	APPROXIMATE FINISH DATE
2,310 LF OF 27" INTERNAL TRUNK SEWER	\$471,930	2012/2013
2,821 LF OF 24" INTERNAL TRUNK SEWER	\$442,465	2012/2013
568 LF OF 31" INTERNAL TRUNK SEWER	\$71,882	2012/2013
TOTAL	\$1,209,277	
NON-REBURSABLE COSTS BY THE CITY OF LINCOLN:	\$1,209,277	
BOARDS:	COST	
① TIE-IN INTERSECTION IMPROVEMENTS	\$50,000	
② TIE-IN INTERSECTION IMPROVEMENTS	\$50,000	
③ TIE-IN INTERSECTION IMPROVEMENTS	\$50,000	
TOTAL	\$150,000	
NON-REBURSABLE COSTS BY THE CITY OF LINCOLN:	\$150,000	
TOTAL COSTS:	\$1,359,277	
TOTAL REBURSABLE COSTS:	\$1,209,277	
TOTAL NON-REBURSABLE COSTS:	\$150,000	

Attachment 11"1"

WATERFORD ESTATES PHASE D UTILITIES & PAVEMENT SCHEDULE	REVISIONS		OLSSON ASSOCIATES ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS 1111 N. 16th Street, Lincoln, NE 68502-4400 TEL: 402.476.1111 FAX: 402.476.1112
	LINCOLN, NEBRASKA		

Waterford Estates (Phases A, B, C and D)						Updated October 21, 2005					
Estimated Developer Contribution										i:\W's\Wp\Waterford Estates.123	
Using January 1, 2005 Impact Fee Schedule											
[schedule includes recent inflation adjustment]											
		Dwelling		Number of		Water		Total Contribution			
		Units		Meters		Meter Size		Water		Water	
								System		Distribution	
								Waste-		Arterial	
								water		Street	
								Trail			
Single Family Detached	444	444	3/4"	\$226,440.00	\$140,748.00	\$181,596.00	\$832,944.00	\$144,744.00			
Single Family Detached	222	222	1"	\$188,700.00	\$117,216.00	\$151,404.00	\$416,472.00	\$72,372.00			
Single Family Attached	190	190	3/4"	\$96,900.00	\$60,230.00	\$77,710.00	\$188,290.00	\$52,060.00			
Multi-Family	150	1	6"	\$17,010.00	\$10,554.00	\$13,632.00	\$171,300.00	\$28,950.00			
Dwelling Unit Subtotal	1,006										
			Floor Area								
	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a		
	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a		
No site plans submitted, so used	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a		
Shopping Center (100,000-299,999 sf)	280,000	14	1 1/2"	\$23,814.00	\$14,770.00	\$19,082.00	\$695,520.00	\$0.00	n/a		
Assumed 10,000 sq. ft. per acre on	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a		
28 acres and 14 separate buildings.	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a		
Floor Area Subtotal	280,000	0	1"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a		
Grand Total Contribution =	\$3,942,458			\$552,864.00	\$343,518.00	\$443,424.00	\$2,304,526.00	\$298,126.00			

STEVEN'S CREEK TRUNK SEWER PHASING PLAN



Policy on Temporary Pump Stations & Force Mains
Approved by the Lincoln City Council on December 6, 2004
Resolution A-83112

For decades the community has been well served by its policy to use a gravity based sanitary sewer system. This policy has led to more efficient and cost effective utility service for the citizens and rate payers. Alternatives, such as relying on pump stations, are more expensive to maintain and operate in the long run.

More importantly, the gravity system is a fundamental tool of the City's infrastructure and community planning that has allowed Lincoln to grow in a more contiguous and predictable manner in order to meet the community's goals.

The 2025 Lincoln/ Lancaster County Comprehensive Plan states:

"The City's collection system, in general, will continue to be a gravity fed system that is designed to accommodate urbanization of drainage basins and sub-basins. This system encourages orderly growth within the natural drainage basin boundaries. This policy encourages urban growth from the lower portion of the drainage basin and prohibits pumping of wastewater across basin boundaries. Explore alternative methods, such as lift stations, where practical."

The adopted City of Lincoln sanitary sewer design standards state:

"The various elements of the sanitary sewer system in the City of Lincoln are designed to handle only that wastewater contribution which originates within the natural surface watershed where in the sanitary sewer system is located. The transfer of wastewater from one watershed to another by any means, such as lift station or construction of a sanitary sewer which cuts through the ridge separating the watersheds, shall not be permitted."

In light of developer requests to waive this standard and permit temporary pump stations and force mains, such requests will be considered based on the criteria on the following pages.

1. **Temporary Basis:** Pump stations are more expensive to maintain and operate than gravity systems and will only be allowed on a temporary basis. Gravity flow sanitary sewer lines are still the best and most cost efficient long term method to provide service. Temporary shall mean a period up to six years, at which point the new gravity line is built allowing the facility to be discontinued. As soon as the gravity line is available, the pump station shall be discontinued and removed.
2. **Priority A Areas Only:** Pump stations and force mains shall only be allowed in Tier I - Priority A areas; provided that the gravity trunk line to the service area is in the 6 Year Capital Improvement Program (CIP) with funding clearly identified.
3. **Limited Use:** The City of Lincoln's gravity sewer system policy has served the community well for decades. It is the most efficient and cost effective system for the citizens and rate payers of Lincoln. Pump stations and force mains shall only be used in unusual circumstances for a substantial public benefit. It is anticipated that temporary pump stations may only be used one or two times in the entire Lincoln area. In the vast majority of situations, gravity sewer should be used, even if the trunk line construction is several years away. Pump stations and force mains are to be temporary due to a delay in the construction of the gravity line.
4. **Impact on Other Services:** Use of a pump station to advance development may also impact the provision of other public services. Thus, the developer must address the following information (based on principles for serving Priority B areas before Priority A areas, page F 30 of the Comprehensive Plan):
 - a. "Demonstrate how the necessary infrastructure improvements to serve the sub-basin would be provided and financed. The City shall contact other public agencies to obtain their report on the infrastructure necessary to serve the sub-basin including utilities, roads, fire service, public safety, parks, trails, schools and library needs.
 - b. The impact that development in the sub-basin will have on capital and operating budgets, level of service, service delivery and Capital Improvement Programs is addressed.
 - c. There is demonstrated substantial public benefit and circumstances that warrant approval of the proposal in advance of the anticipated schedule."
5. **Crossing Creeks:** Permanent lift stations to transfer sewage from one side of a creek to the other, as part of gravity system have always been permitted. There are circumstances where a lift station to cross a creek is the best solution instead of siphons. This has been a policy and practice of the city for decades.
6. **Receiving Sewer Line Capacity:** The receiving trunk and/or smaller line must have capacity based on current and projected flows to receive the extra flow during the temporary basis. The projected capacity should assume a full buildout of any land that is already planned to be served in the Comprehensive Plan, then projected capacity should be based on a reasonable buildout of any undeveloped land.

7. **Basins with Sewer Line Capacity:** The following sanitary sewer trunk lines have capacity as of this date (assuming projected Tier I development)

Lines With Capacity

- West O
- Little Salt

Lines Without Capacity

- Havelock
- Dead Man's Run
- East Campus
- Antelope Creek
- Beal Slough
- Salt Creek (south)
- Middle Creek
- Oak Creek
- Lynn Creek

"Lines Without Capacity" is based on current and projected flows and could not be pumped into unless there is capacity based on a reasonable buildout of the area to be served. In some situations, once major improvements to a few of these lines are made, then there may be some capacity.

The new Stevens Creek trunk line, when constructed, would have capacity. The new Salt Valley relief trunk line is designed for a specific service area and will be considered at capacity.

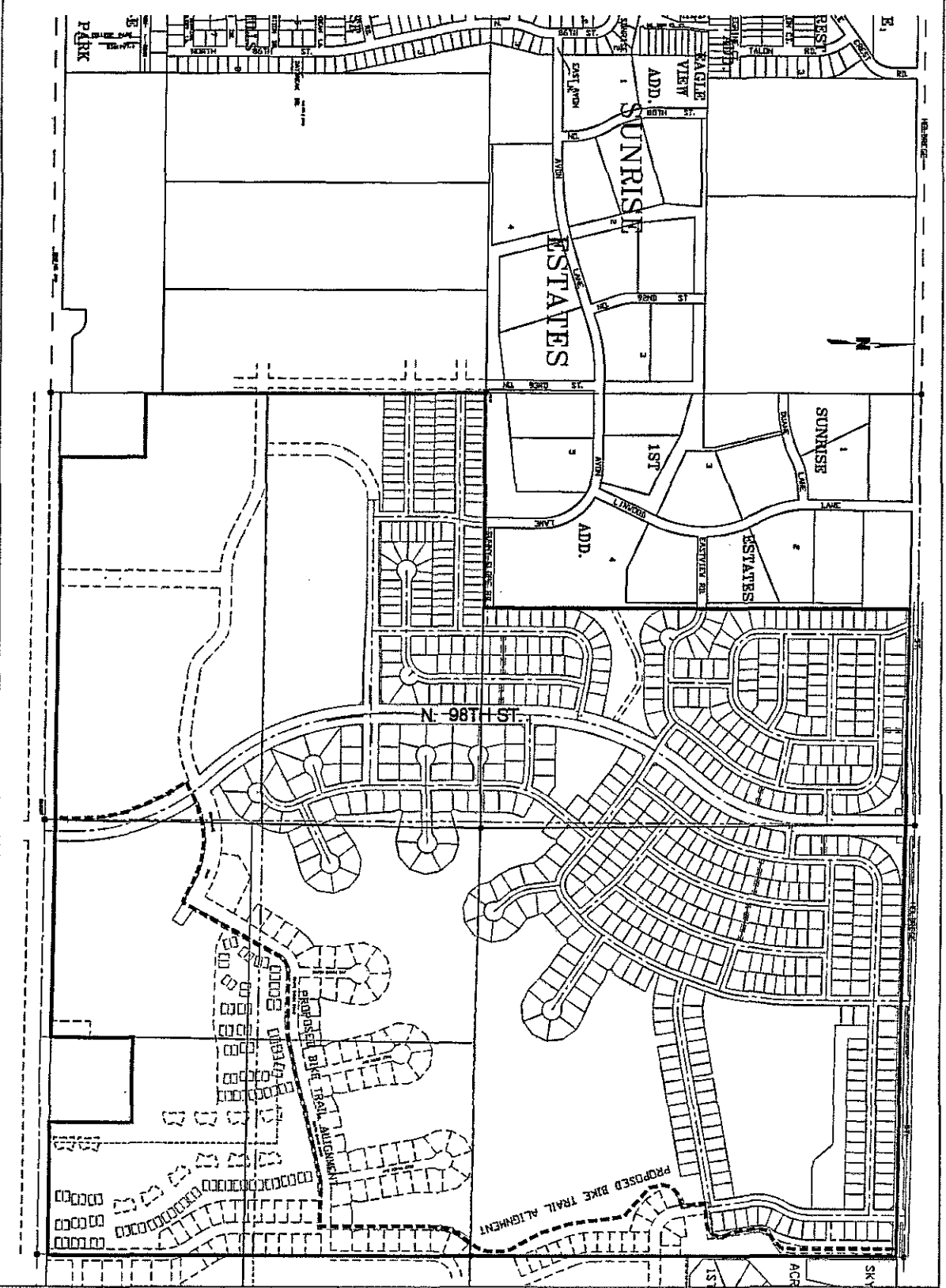
8. **Use of Storage Tanks:** The use of storage tanks is prohibited. Developments have proposed building storage tanks in order to pump the waste out at night in areas where the existing pipes are at capacity. There are compelling technical and operational problems with storing effluent for period beyond a few hours. For example, there are odor problems and the waste when held for a long period can cause corrosion problems in pipe lines. A pump station is typically designed to pump all the waste out every 2 to 3 hours, which is the longest period the waste should be held.
9. **Service Area of Pump Station:** The pump station and force main should be sized to serve Tier I, Priority A land that is in the same sub-basin which naturally drains to the pump station. Pump stations to benefit and serve a single property are discouraged. Small pump stations are inefficient to operate. Pump stations should be designed to serve at least 500 to 1,000 acres. The area to be served by the pump station must be contiguous to the city limits. This policy is not intended to permit "leap frog" or growth that is not contiguous to the city. Any land to be served must be inside the city limits prior to service.
10. **Length of Force Main:** Even if fully funded by a developer, building long force mains rather than a gravity sewer lines is inefficient use of the future homeowner's financial resources. The longer time it takes to transport the waste, the greater potential for problems with respect to corrosion and odor. The transit time must be based on estimated sulfide generating capacity (or offset by chemical addition). The developer must ensure reasonable velocity with at least 4 to 5 feet per second (fps) at least 1x/day. It will be important to make appropriate use of air relief valves, blowoffs, oxygen injection (if needed), in accordance with City design standards. To protect against peak flow impacts of major storm events, the pump station should be sunk in the ground and with an enlarged pipe coming in to the pump station to provide additional storage (Hydraulic Institute Standards 98). Standards will be needed for acceptable chemicals for use in pump station odor control.

11. **Notification of Other Affected Properties:** The City is responsible for contacting all other property owners that may reasonably be served by a pump station, early in the review process. This will allow other owners to have the same information and determine their interest in the potential pump station.
12. **Location of Pump Stations:** The developer is responsible for all costs involved in acquiring suitable land for the pump station and any costs for providing access drives to the facility. Pump stations shall not be in public right-of-way. The developer shall be solely responsible for all costs of any environmental analysis needed to locate the facility.
13. **Obtaining Right-of-Way and Easements:** The developer shall be solely responsible for all costs of obtaining right-of-way and easements without any reimbursement from the City or third parties. Force mains will be allowed to be located in arterial street right-of-way, if space is available. If the force main is to be abandoned after conversion to a gravity system, the developer must prove that there is adequate right-of-way for the unused force main and all other utilities typically found in the right-of-way.
14. **Construction:** The developer shall be solely responsible for all costs of constructing the pump station and force main. Construction plans shall be approved by the Director of Public Works and Utilities Department and be per city standards. Pump stations and force mains are considered temporary facilities and thus are not eligible for reimbursement under the Impact Fee Ordinance. Any construction will be solely at the cost of the developer without reimbursement from the City.
15. **Pump Station Design Specifications:** The developer will conform to the City design specifications for temporary pump stations and force mains as developed by the Director of the Public Works & Utilities Department. Even with the design standards, there may be additional review time required for the pump stations since they are uncommon in Lincoln. All costs for any additional review time, outside of the normal EO process, of the pump station and force main shall be paid for by the developer.
16. **Third Party Connections:** Provided there is downstream capacity, when another party other than the developer connects to the pump station that party shall reimburse the developer for their "fair share" of the cost of constructing and operating the pump station and force main (including design and soft costs.) The method and formula for contribution is to be determined.
17. **Ownership and Operation:** The developer will own the pump station, land and easements, and the City will operate the pump station and force mains once inspections have been completed and the facilities are found acceptable. Pump stations in general are costly to maintain and operate and take staff dedicated to handle some time late night calls on failures and problems. Pump stations should be avoided and the City accepts operation responsibilities only to avoid problems of an inexperienced or inaccessible private operator would inadequately respond to complaints or emergency situations.

18. **Operating, Repair and Maintenance Costs:** There are substantial operation, repair and maintenance costs for a pump station and force main. The City may be required to hire additional staff to operate the facility. This requires specialized training and employees with this training are difficult to find and hire. The developer will be responsible for all costs for operating and maintaining the pump station and force main during the life of the facility. The costs of operating, maintenance, upgrading, permitting, administering, all are costs of the system that must be covered by the developer. The developer will be billed for the cost, who in turn may collect from property owners who connect to the facilities. The City does not want the additional cost of collecting from multiple property owners.

The developer will need to provide a bond for the operating costs over the full estimated life time of the facility at time of Annexation Agreement. The preliminary estimate for the operating, repair and maintenance costs is \$25,000 per year. The bond will be estimated on a case by case basis depending upon the size and operation of the pump station and force main. The amount of the bond may be reduced each year, if the sanitary sewer trunk line progresses forward in the CIP, as long as at least two years of costs is provided.

19. **Closing of the Pump Station:** Once the station is decommissioned, the developer and any third parties will be billed all costs involved in decommissioning the station.
20. **Salvage Rights:** The developer shall fund all costs associated with properly abandoning the temporary pump station and force main, including any costs for restoring all property in or adjacent to the easements. The developer shall fund all costs associated with closing and removing the pump station. The developer shall have full salvage rights to the building, equipment and land for the pump station after it is closed. The future use of the land for the pump station shall be identified prior to approving the station.
21. **Notification:** The developer shall notify all property owners who will connect to the facility of the temporary pump station and cost obligations.



<p>WATERFORD ESTATES</p> <p>LINCOLN, NEBRASKA</p>	<p>6/1/05</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p>OLSON ASSOCIATES</p> <p>ENGINEERS - PLANNERS - ARCHITECTS - CONSTRUCTORS</p> <p>1111 MARKET STREET - LINCOLN, NEBRASKA 68502-3800 • TEL: 402-426-1111 • FAX: 402-426-1112</p>
		NO.	DATE	DESCRIPTION											
<p>DATE PLOTTED: 6/1/05</p> <p>SCALE: AS SHOWN</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p>	<p>ACR</p> <p>SKY</p>														

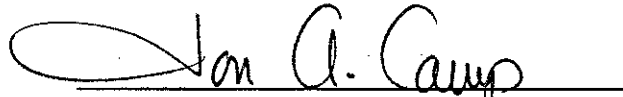
Attachment 1.17

06-52

MOTION TO AMEND NO. 1

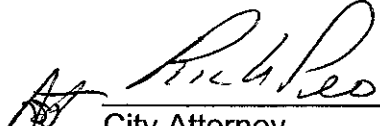
I hereby move to amend Bill No. 06-52 to adopt the Substitute Bond Ordinance.

Introduced by:



AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

Approved as to Form & Legality:



City Attorney

Requested by: Law Department

Reason for Request: To provide the maximum dollar amounts authorized to be issued for the Water, Sanitary Sewer and Highway Obligations and to provide for a reference to the Agreement attached to the Ordinance as Exhibit D.

PASSED
APR 17 2006
BY CITY COUNCIL