

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2008 28394

2008 OCT 14 P 12:21 B

*Glenn J. Lawrence*  
REGISTER OF DEEDS

COUNTER ah O.E. PM  
VERIFY TA B.E. PM  
PROOF P  
FEES \$ 89.00  
CHECK # \_\_\_\_\_  
CHG. COP \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

**SUBDIVISION**  
**AGREEMENT**

THIS AGREEMENT made this 15 day of July, 2008, by and between Ingram Land Development, L.L.C., a Nebraska Limited Liability Corporation, (hereinafter referred to as "Developer"); SANITARY AND IMPROVEMENT DISTRICT NO. 288 OF SARPY COUNTY, NEBRASKA, (hereinafter referred to as "District") and the CITY OF PAPHILLION, a municipal corporation, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Developer is the owner of the parcel of land described in Exhibit "A", attached hereto and herein referred to as the "area to be developed", which area to be developed is within City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve a specific platting of the area to be developed, said area to be developed also known as West Cornhusker Plaza; and

WHEREAS, Developer wishes to connect the system of sewers and water to be constructed by the District within the area to be developed with the sewer and water systems of the City; and

WHEREAS, Developer and City wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be developed and adjacent thereto, and to what extent the cost of the same shall be specially assessed.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I.

Developer and City agree that the credit of the District created by Developer shall be used for the construction of the following public improvements:

A. Grading of street right-of-way except for initial site grading which shall be done privately. Initial site grading shall include adjacent or abutting street right-of-way.

A

B. Construction of and concrete paving of all streets dedicated per Streets & Storm Sewer Exhibit "D".

C. All sanitary sewers and water mains constructed on dedicated street rights-of-way or easements per Sanitary Sewer & Water Plan Exhibit "E", pursuant to sanitary sewer plans heretofore prepared by E & A Consulting Group, Inc., consulting engineers and land surveyors.

D. All storm sewers, inlets and appurtenances constructed on dedicated street right-of-ways or easements within the area to be developed as shown on Exhibit "D".

E. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat (Exhibit "B"), and underground power within the area to be developed, and contracting with a public gas company for a gas distribution system.

F. Capital facilities charges to the City of Papillion.

G. Sidewalks. The District shall construct sidewalks on both sides of all streets, public and private, with the exception of 72<sup>nd</sup> Street and Cornhusker Road. The District may fulfill this obligation by transferring responsibility to individual lot owners by agreement. Installation of sidewalks on lots with street frontage may occur at the time of development of the lot.

H. Trails. The District shall construct a (10) ten foot wide concrete trail along the east side of 72<sup>nd</sup> Street and also along the south side of Cornhusker Road connecting with the existing trail and extending to the limits of the Final Plat and as shown per Park, Trail and Decorative Lighting Plan, Exhibit "F".

I. Improvements to Cornhusker Road and 72<sup>nd</sup> Street. The District shall construct concrete deceleration lanes at the following three locations: 1) Eastbound Cornhusker at 71<sup>st</sup> Plaza; 2) Eastbound Cornhusker at 71<sup>st</sup> Street; and 3) Northbound 72<sup>nd</sup> Street at 71<sup>st</sup> Plaza.

Subdivider and District acknowledge that left turns out of West Cornhusker Plaza from 71<sup>st</sup> Street onto Cornhusker Road and also from 71<sup>st</sup> Plaza onto 72<sup>nd</sup> Street are restricted. Left turns into West Cornhusker Plaza are currently permitted at these locations. However, as with any public street the City reserves the right to reconfigure these intersections if the City Engineer determines it is the best course of action to protect public safety. Any decision to reconfigure would only occur if traffic accidents occur at a higher than acceptable rate and conversion to right-in/right-out is determined to be the best course of action by the City Engineer. City Council approval would also be required.

J. Payment for a pro rata share of previously constructed improvements to 72<sup>nd</sup> and Cornhusker intersection. District shall pay the City of Papillion \$73,890.00 (47% of \$157,212.76) for their pro rata share of previously

B

constructed improvements to the 72<sup>nd</sup> and Cornhusker intersection. West Cornhusker Plaza South will be responsible for the remaining 53%.

K. A civil defense and storm warning system.

II.

It is agreed that the credit or funds of the District created by Developer shall not be used for construction of any improvements or facilities within the area to be developed except those specified in Paragraph I hereof. By way of specification and not by way of limitation, the parties agreed that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction of other acquisition or improvement of any swimming pool, golf course, park, playground or other recreational facility, without approval by Resolution of the City Council.

III.

Developer and City agree that the cost of all public improvements constructed by the District within the area to be developed (Exhibit "A") as authorized by Paragraph I, supra, shall be defrayed as follows and as identified in Exhibit "C" attached hereto and incorporated herein by this reference as the Source and Use of Funds. Construction overruns and/or change orders totaling up to 10% of any individual contract as described in Exhibit "C", may be submitted for approval prior to the work being started. If the work is approved by the City Administrator and the City Engineer, the total cost of the work may be added to the contract and Exhibit "C". If the work is not approved by the City Administrator and City Engineer, the work shall be included in the statements of cost and specially assessed evenly against the assessable property within the District. Alternatively the work may be done privately. In no case shall the general obligation costs of the District exceed \$303,065.00 (the amount of total general obligation agreed to between the Developer and lender), at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the general obligation debt to the required amount.

A. Except as otherwise approved by the City herein, 100% of the entire cost of grading street right-of-way including intersection shall be paid for by the Developer. Grading associated with coring of streets and backfilling after paving may be performed by the District and the cost associated therewith shall be apportioned in the same proportion as the paving project.

B. Except as otherwise approved by the City herein, 100% of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving and construction of street intersections shall be borne by the general obligation of the District and the cost of pavement thickness in excess of 6 inches for reinforced concrete or 7 inches for plain concrete shall be borne by the general obligation of the District and the cost of pavement width in excess of 25 feet exclusive of curb and gutters shall be borne by the general obligation of the District. The cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment. Street signs shall be purchased from City and installed by District. Cost of street signs and installation may be borne by the general obligation of the District.

C. Except as otherwise approved by the City herein, 100% of the entire cost of all sanitary sewer lines and water mains located within the District will be paid by special assessment against the property specially benefited. No portion of the cost of sanitary sewers and water mains shall be borne by general obligation of the District; provided, however, that for sanitary sewers in excess of 8 inches and water mains in excess of 8 inches the cost in excess of the cost of 8 inch sanitary sewers and/or 8 inch water mains will be borne by the general obligation of the District and any outfall sewer lines or water lines outside the District boundaries caused to be constructed by the District shall be borne by the general obligation of the District. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the Code of the City of Papillion, fire hydrants shall be provided by the subdivider. The type of hydrant and control valves and the location of the hydrant must be approved by the fire chief.

D. Except as otherwise approved by the City herein, 100% of the entire cost of all storm sewer and appurtenances shall be borne by general obligation of the district: provided, however, that for storm sewers in excess of 48 inches inside diameter the difference in cost between the actual storm sewer constructed and a 48 inch storm sewer shall be specially assessed against the property within the District. Difference in cost shall include a proportionate share of the entire cost as hereinafter described in Paragraph IV. For improved channels, the cost of constructing the channel and appurtenances shall be considered as the cost of storm sewer in excess of 48 inches. Culvert crossings perpendicular to street center lines may be generally obligated for a length not exceeding the width of the right-of-way, plus six times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

E. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility the provisions of Paragraph I-F and G, supra, including both the basic charges and refundable charge, together with all other charges as fall within the definition of entire cost as defined in Paragraph IV-A, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. District is to install decorative lighting at the locations identified on Exhibit "D" and also illustrated on Exhibit "F". The District is to pay the cost differential so the rate is similar to the rate for standard lighting. The cost of contract charges paid to the Omaha Public Power District for lighting of public streets shall be paid out of the General Fund of the District.

F. Capital Facilities Charges to the City of Papillion in the amount of \$51,516.90 ( $[10.107\text{ac} \times \$4,500/\text{ac} = \$45,481.50] + [1.437\text{ac} \times \$4,200/\text{ac} = \$6,035.40]$ ). Not less than 50% of gross capital facility charges paid to the City of Papillion shall be specially assessed against properties served. Capital Facilities Charges shall be paid prior to issuance of any building permits.

D

G. \$36,679 (or 38.3%) of the costs of installing a ten foot pedestrian trail along 72<sup>nd</sup> Street and along Cornhusker Road may be a general obligation of the District. The City approves a maximum amount of trail costs of \$103,679 including soft costs, the plans for such improvements must be approved by City prior to construction. The anticipated \$64,000 of additional cost to install the pedestrian trail shall be specially assessed.

H. Up to \$26,026 of the cost of public paving improvements, shall be a general obligation of the District. The remaining \$105,043 shall be specially assessed.

Payment for a pro rata share of previously constructed improvements to 72<sup>nd</sup> and Cornhusker intersection. District shall pay the City of Papillion \$73,890.00 (47% of \$157,212.76) for their pro rata share of previously constructed improvements to the 72<sup>nd</sup> and Cornhusker intersection. West Cornhusker Plaza South will be responsible for the remaining 53%.

I. There shall be installed in the subdivision or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure built in said subdivision, civil defense sirens and a number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The siren must be capable of sounding the severe weather and attack warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as a general obligation cost. If existing coverage is available, subdivision will pay its pro-rata share of siren cost based on the areas of coverage as determined by the City Engineer.

J. Developer covenants and agrees that it assumes the sole obligation for the construction of the temporary basin(s), the maintenance thereof, and the removal thereof at its sole cost. Developer, Ingram Land Development L.L.C., a Nebraska Corporation, their successors and assigns, shall be responsible for the basins in the development.

IV.

For the purposes of Paragraph III, supra, and Paragraph VIII, infra, the following words and phrases shall have the following meanings:

A. "Entire cost" of a type of improvement shall be deemed to include

- 1) the amount paid to contractor;
- 2) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, fiscal fees paid and interest accrued to the date of levy of special assessments.

B. "Property benefited" shall mean property benefited from the improvement and situated either (1) within the platted area in which the

E

improvement is situated or (2) outside such platted area in which such improvement is situated but within the corporate limits of the District and within 300 feet of said platted area. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.

C. "Street intersections" shall be construed to 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.

V.

City covenants and agrees:

A. That should City annex the entire area of the District created by Developer prior to the District's levy of special assessments for the improvements authorized in Paragraph I hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Paragraph III, hereof, supra.

B. That the District created by Developer may connect its sanitary sewer system and water system to the sanitary system and water system of the City pursuant to the terms and conditions of a sewer and water connection agreement of even date between City and said District.

C. Any time subsequent to when the Sanitary improvement District is put on written notice by the City of Papillion that the City is conducting an investigation to determine the feasibility of annexing said Sanitary Improvement District boundaries, then the Sanitary Improvement District shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget, without first obtaining permission of the City of Papillion, which permission must be granted by a majority vote of those members elected or appointed to the Papillion City Council.

VI.

Developer and Board of Trustees covenant and agree that the District created by Developer will:

A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefore. The District shall not solicit bids for public improvements until after the plans therefore have been approved by the City Engineer or City Administrator, and no construction shall begin, and no contract let until such time as the City approves any such bids.

F

B. The District shall forward all tests results of construction tests weekly to the City of Papillion Public Works Department and City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer, which review for approval shall be expeditiously made.

C. The District shall not contract or pay for any work that is performed by the Developer, or is performed by any company to which it or its principals are related.

D. Prior to commencement of construction of improvements, said District will obtain and file of record permanent easements for all sanitary, water and storm sewer lines as determined by City's engineer. Said easements shall be in form satisfactory to the City's attorney and City's engineer.

E. Prior to the District publishing notice to levy special assessments, District agrees to submit to City:

1. A schedule of the proposed special assessments
2. A plat of the area to be assessed
3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
  - a) the amount paid to contractor
  - b) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, penalties, forfeitures, default charges, fiscal fees paid and interest accrued to the date of levy of special assessments.
4. District agrees to obtain written approval of the City of proposed assessments schedules prior to advertising for any hearing of District to be held for the purpose of equalizing or levying special assessments against property benefited by any improvements constructed by District.

E. The District shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for public improvements, but in no event shall said levy be less than the current tax levy assessed by the City of Papillion on the taxable real estate within the City limits.

F. The District shall provide the City ten (10) days notice of its annual budget meeting along with its tax requests.

G. Sanitary Improvement District shall furnish to the City of Papillion copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least thirty (30) days prior to the Board of Trustee's meeting to consider and/or adopt a proposed budget.

G

H. District warrants that it will 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 the District shall also provide to the City actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.

VII.

It is mutually agreed that the District shall pay a fee of one percent (1 %) of construction cost to the City to cover engineering, legal and other miscellaneous expenses incurred by the City in connection with any necessary review of plans and specifications in connection with the construction projects performed by Sanitary and Improvement District No. 288. The fee shall be allocated to special assessments and general obligation in the same proportion as the costs of the particular construction project.

VIII.

The parties mutually agree that in the event City shall annex any part of the area to be developed and said annexation shall not include the entire territory of the District created by Developer, then a division of assets and liabilities of said District in connection with such partial annexation of the District shall be made strictly on the basis of assets and liabilities of this District attributable to the area annexed by the City, and City shall not be required to assume in connection with such partial annexation any indebtedness of such District which is attributable to improvements in or expenses incurred in connection with areas other than the area so annexed by the City.

IX.

The parties mutually agree that the City of Papillion will provide water, sanitary sewer, storm sewer locating services as well as any other utilities that Papillion or the District is responsible for. District will provide City of Papillion with up-to-date as-built drawings of utilities owned and located within District boundaries. District agrees to pay \$40.00 per call for locates that are required within their District boundaries to the City of Papillion as received over the One Call System.

The City of Papillion will invoice said District for the required payment for services on an annual basis and District will have 30-days in which to make payment after receiving invoice. The City of Papillion shall maintain records of all costs incurred within District boundaries 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.

ATTEST:

CITY OF PAPIILLION, a Nebraska  
Municipal Corporation

*James A. Nelson*  
\_\_\_\_\_  
City Clerk

By *ERL*  
\_\_\_\_\_  
Mayor





H

SANITARY AND IMPROVEMENT DISTRICT  
NO. 288 OF SARPY COUNTY, NEBRASKA

By [Signature]  
Chairman

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came Michael H. Ingram, Chairman of Sanitary and Improvement District No. 288, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his or her voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 3 day of October, 2008.

[Signature]  
Notary Public



Michael Ingram, Ingram Land Development,  
a Nebraska Limited Liability Company

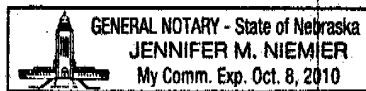
By [Signature]  
Owner Michael Ingram, Manager

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came Michael Ingram, ~~owner~~ <sup>owner</sup> of Ingram Land Development, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his or her voluntary act and deed on behalf of such ~~corporation~~ <sup>company</sup>.

Witness my hand and Notarial Seal this 3 day of October, 2008.

[Signature]  
Notary Public



I

**SUBDIVISION AGREEMENT  
TABLE OF CONTENTS**

**INTRODUCTION STATEMENT**

**RECITALS**

<b>SECTION I</b>	<b>District Improvements Allowed</b>
<b>II</b>	<b>Improvements Not Allowed Without Council Action</b>
<b>III</b>	<b>Apportionment of Costs</b>
<b>IV</b>	<b>Definitions</b>
<b>V</b>	<b>Covenants by City</b>
<b>VI</b>	<b>Covenants by District, Developer</b>
<b>VII</b>	<b>Fee for City Expenses, Reviews</b>
<b>VIII</b>	<b>Partial Annexation</b>
<b>IX</b>	<b>One Call Services</b>

**EXHIBITS:**

<b>A</b>	<b>Plat Legal Description with Metes and Bounds</b>
<b>B</b>	<b>Plat</b>
<b>C</b>	<b>Source and Use</b>
<b>D</b>	<b>Streets and Storm Sewer</b>
<b>E</b>	<b>Sanitary and Water</b>
<b>F</b>	<b>Park, Trail and Decorative Lighting</b>
<b>G</b>	<b>Sediment and/or Detention</b>

## EXHIBIT "A" - PLAT LEGAL DESCRIPTION

ALL DIMENSIONS HAVE BEEN COMPUTED FOR ALL LOTS AND STREETS IN WEST CORNHUSKER PLAZA (THE LOTS NUMBERED AS SHOWN) BEING A PLATTING OF ALL OF TAX LOTS 3A2 AND 17A, TAX LOTS LOCATED IN THE NW1/4 OF SECTION 25; AND ALSO PART OF TAX LOTS 2B, 2A1A AND 17C, TAX LOTS LOCATED IN SAID NW1/4 OF SECTION 25; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N87°40'58"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NW1/4 OF SECTION 25, A DISTANCE OF 728.64 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 2A1A, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 1C, A TAX LOT LOCATED IN SAID NW1/4 OF SECTION 25; THENCE S02°37'04"E ALONG THE EASTERLY LINE OF SAID TAX LOT 2A1A, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 1C, A DISTANCE OF 60.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S02°37'04"E ALONG SAID EASTERLY LINE OF TAX LOT 2A1A, SAID LINE ALSO BEING SAID WEST LINE OF TAX LOT 1C, A DISTANCE OF 699.30 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 1C, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 252, COTTON-WOOD 4TH ADDITION, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 25; THENCE S87°41'08"W ALONG SAID EASTERLY LINE OF TAX LOT 2A1A, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 252, COTTON-WOOD 4TH ADDITION, A DISTANCE OF 5.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 252, COTTON-WOOD 4TH ADDITION; THENCE S03°16'03"E ALONG SAID EASTERLY LINE OF TAX LOT 2A1A, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 252, COTTON-WOOD 4TH ADDITION, AND ALSO THE WEST RIGHT-OF-WAY LINE OF BEAUFORT DRIVE, AND ALSO THE WEST LINE OF LOTS 251 AND 250, SAID COTTON-WOOD 4TH ADDITION, A DISTANCE OF 290.86 FEET; THENCE S87°01'30"W, A DISTANCE OF 467.30 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID TAX LOT 17C; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, SAID LINE ALSO BEING SAID WESTERLY LINE OF TAX LOT 17C ON A CURVE TO THE LEFT WITH A RADIUS OF 2075.03 FEET, A DISTANCE OF 17.92 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N14°29'29"W, A DISTANCE OF 17.92 FEET; THENCE N14°44'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, SAID LINE ALSO BEING SAID WESTERLY LINE OF TAX LOT 17C, A DISTANCE OF 174.99 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 17C; THENCE N87°03'01"E ALONG THE NORTH LINE OF SAID TAX LOT 17C, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 63.05 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 17C, SAID POINT ALSO BEING ON THE WEST LINE OF SAID TAX LOT 2A1A; THENCE N02°37'28"W ALONG SAID WEST LINE OF TAX LOT 2A1A, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 109.99 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 17A; THENCE S87°03'01"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, SAID LINE ALSO BEING THE SOUTH LINE OF SAID TAX LOT 17A, A DISTANCE OF 66.83 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 17A, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET; THENCE N14°44'21"W ALONG THE WESTERLY LINE OF SAID TAX LOT 17A, AND ALSO THE WESTERLY LINE OF SAID TAX LOT 3A2, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 449.30 FEET; THENCE N08°02'54"W ALONG SAID WESTERLY LINE OF TAX LOT 3A2, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 212.28 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 3A2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE N76°54'52"E ALONG THE NORTHERLY LINE OF SAID TAX LOT 3A2, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, A DISTANCE OF 204.39 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 3A2, SAID POINT ALSO BEING ON THE WEST LINE OF SAID TAX LOT 2B; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE N70°41'09"E, A DISTANCE OF 18.30 FEET; THENCE N68°21'11"E, A DISTANCE OF 128.13 FEET; THENCE N86°42'20"E, A DISTANCE OF 330.89 FEET TO THE POINT OF BEGINNING.

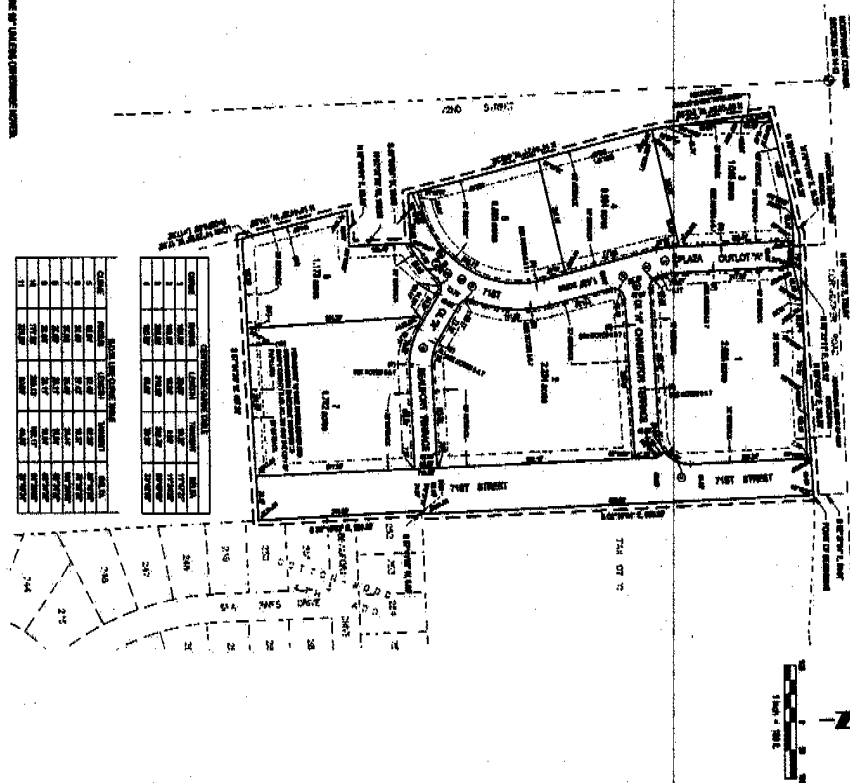
SAID TRACT OF LAND CONTAINS AN AREA OF 581,281 SQUARE FEET OR 13.344 ACRES, MORE OR LESS.

K

# WEST CORNHUSKER PLAZA

LOTS 1 THRU 7 INCLUSIVE AND OUTLOT 'B'

Final Plat Map of the West Cornhusker Plaza, Subdivision, as shown in the plat of the City of Peoria, Illinois, containing the names of the owners of the lots, the names of the owners of the lots, and the names of the owners of the lots.



LOT	AREA	OWNER
1A	1000	...
1B	1000	...
1C	1000	...
1D	1000	...
1E	1000	...
1F	1000	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
7A	...	...
7B	...	...
7C	...	...
7D	...	...
7E	...	...
7F	...	...

- 1. ALL LOTS ARE OF EQUAL AREA...
- 2. THE TOTAL AREA OF THIS PLAT IS ...
- 3. ALL LOTS ARE OF EQUAL AREA...
- 4. ALL LOTS ARE OF EQUAL AREA...
- 5. THE TOTAL AREA OF THIS PLAT IS ...
- 6. THE TOTAL AREA OF THIS PLAT IS ...
- 7. THE TOTAL AREA OF THIS PLAT IS ...
- 8. THE TOTAL AREA OF THIS PLAT IS ...
- 9. THE TOTAL AREA OF THIS PLAT IS ...
- 10. THE TOTAL AREA OF THIS PLAT IS ...

APPROVAL OF SAUNDERS COUNTY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA CITY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA COUNTY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA CITY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA COUNTY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

GENERAL NOTES  
 1. THE TOTAL AREA OF THIS PLAT IS ...

2. THE TOTAL AREA OF THIS PLAT IS ...

3. THE TOTAL AREA OF THIS PLAT IS ...

4. THE TOTAL AREA OF THIS PLAT IS ...

5. THE TOTAL AREA OF THIS PLAT IS ...

6. THE TOTAL AREA OF THIS PLAT IS ...

7. THE TOTAL AREA OF THIS PLAT IS ...

8. THE TOTAL AREA OF THIS PLAT IS ...

9. THE TOTAL AREA OF THIS PLAT IS ...

10. THE TOTAL AREA OF THIS PLAT IS ...

APPROVAL OF PEORIA CITY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA COUNTY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA CITY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVAL OF PEORIA COUNTY BOARD OF SUPERVISORS  
 Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

## EXHIBIT 'B'

E & A CONSULTING GROUP  
330 N. 117TH STREET

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

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

PROJECT: WEST CORNHUSKER PLAZA ZONING: MU  
 DEVELOPER: INGRAM  
 AREA (ACRES): 10.107 ACRES (NET)  
 JURISDICTION: PAPIILLION  
 DATE: 03/14/07 UPDATED 6/13/08  
 ESTIMATED BY: WESTERGARD JOB NO. P2006.431.001

**WEST CORNHUSKER PLAZA**

ITEM	CONSTRUCTION COST	TOTAL COST	OTHER OR PRIVATE	SPECIAL	GEN. OBL.
SANITARY SEWER (INTERIOR)	79,900	111,061		111,061	0
EXTERIOR STREET COSTS (PREVIOUS) *	73,890	88,688		8,000	80,688
DECELERATION LANE COSTS *	47,200	75,984			75,984
PUBLIC PAVING (INTERIOR)	100,707	131,069		105,043	26,026
PRIVATE INTERIOR PAVING	104,000	104,000	104,000		
STORM SEWER (PUBLIC)	40,800	55,216		5,040	50,176
STORM SEWER (PRIVATE)	59,300	69,856	69,856		
WATER (INTERIOR)	71,100	96,896		96,896	
CAPITAL FACILITIES CHARGES	51,517	61,105		30,553	30,553
UNDERGROUND ELECTRICAL	24,509	31,127		31,127	
PEDESTRIAN TRAIL COSTS *	73,317	103,679		64,000	39,679
<b>TOTALS</b>	<b>726,040</b>	<b>928,440</b>	<b>173,856</b>	<b>451,519</b>	<b>303,065</b>

COMMERCIAL ASSESSMENT . . . \$1.03 /S.F. LAND

NOTES:

1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING

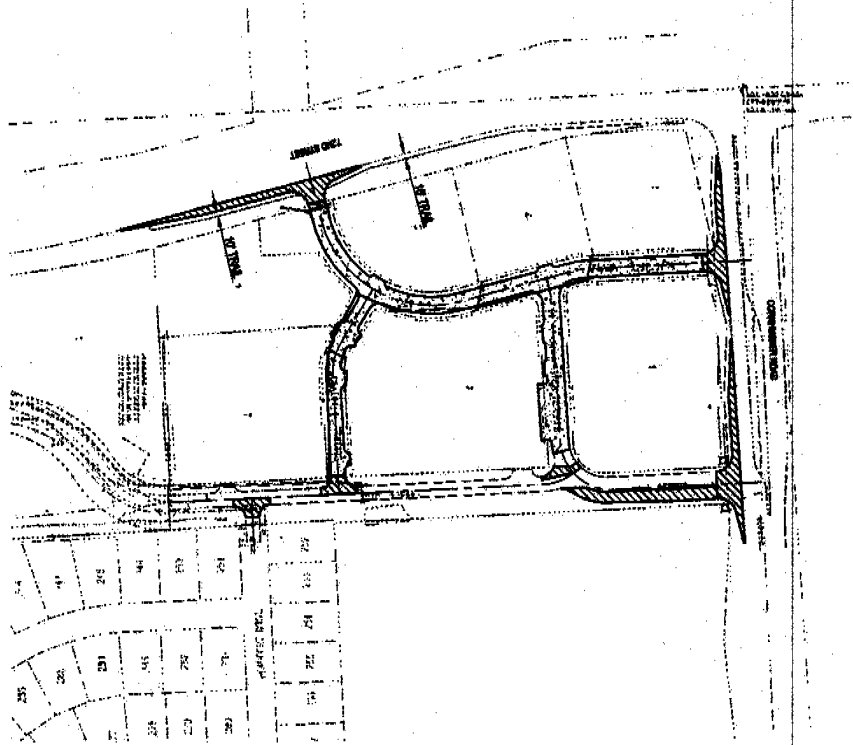
2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

\* ALTHOUGH ALLOWED AS G.O., PORTION OF COSTS SHOWN AS SPECIAL ASSESSMENT FOR DEBT RATIO COMPLIANCE

VALUATION: 69,000 SF MU @ \$ 110.00 \$7,590,000

DEBT RATIO \$ 303,065 / \$ 7,590,000 = **3.99%**

M



- LEGEND**
-  STORM SEWER
  -  STORM SEWER MANHOLE
  -  STORM SEWER CATCH BASIN
  -  STORM SEWER INLET



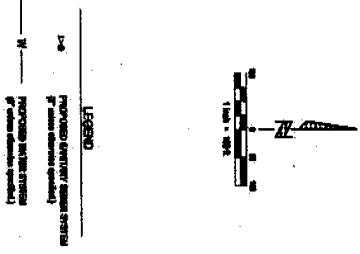
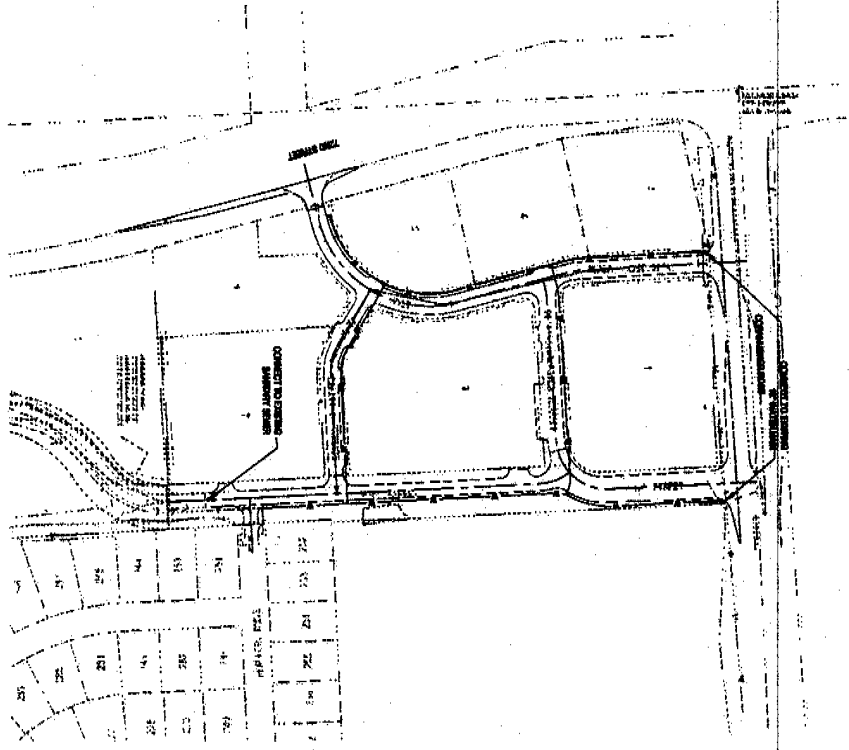
Project	100-1000
Date	10/10/00
Drawn by	ML
Checked by	ML
Scale	1" = 50'
Sheet	1 of 1

**STREETS & STORM SEWER  
EXHIBIT 'D'**

**WEST CORNHUSKER PLAZA**  
S.S.D. NO. 10  
PULASKI, IOWA

**e+a** **E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES  
1000 11th Street, Des Moines, IA 50319  
515-281-1100 FAX 515-281-1101  
www.eag.com

N



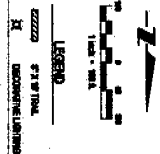
Project	2005-001
Date	08/08/08
Designer	JML
Checker	JML
Date	8/1/08
Sheet	1 of 1

**SANITARY SEWER & WATER PLAN**  
EXHIBIT 'E'

**WEST CORNHUSKER PLAZA**  
MILWAUKEE, WISCONSIN

**e+a** **E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

1000 WEST WISCONSIN STREET  
MILWAUKEE, WISCONSIN 53233  
WWW.EAAG.COM



Project:	100-1001	Revision:	
Client:	100-1001	Date:	
Designer:	100-1001		
Checker:	100-1001		
Scale:	1" = 50'		
Sheet:	1 of 1		

PARK, TRAIL AND DECORATIVE  
LIGHTING PLAN  
EXHIBIT "A"

WEST CORNHUSKER PLAZA &  
WEST CORNHUSKER PLAZA SOUTH

1411 N. 10TH ST.  
PALLAS, MINNESOTA

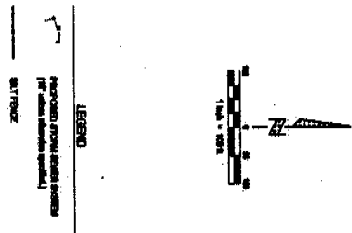
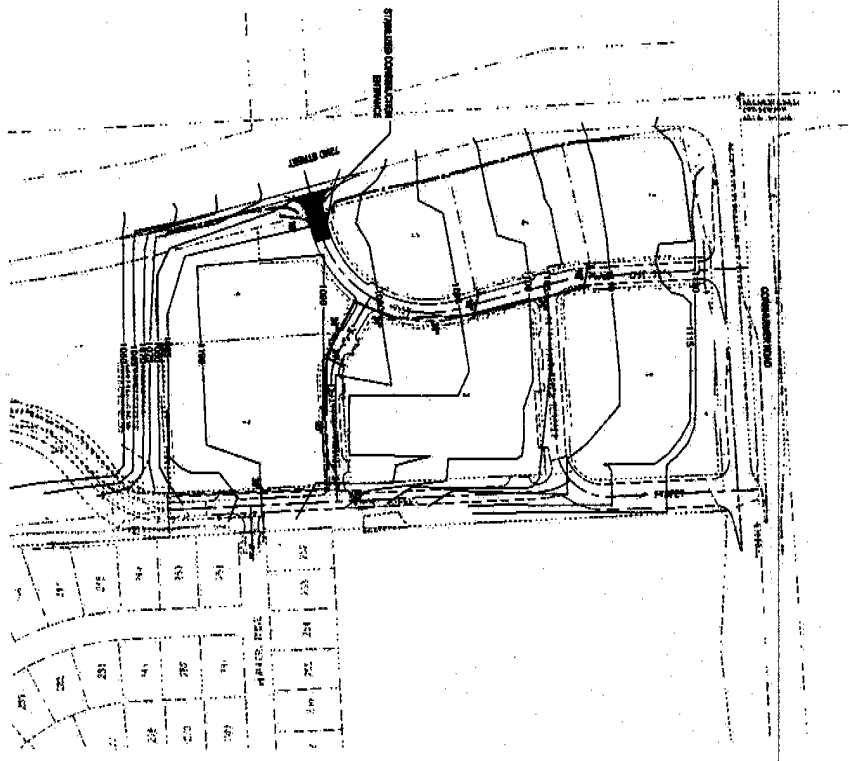


**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

1000 1ST AVENUE, SUITE 200  
MINNEAPOLIS, MN 55401  
612.338.1000  
www.eagroup.com

0





<table border="1"> <tr> <th>Project</th> <td>2008-28394</td> </tr> <tr> <th>Client</th> <td>West Cornhusker Plaza</td> </tr> <tr> <th>Contract No.</th> <td>2007</td> </tr> <tr> <th>Sheet No.</th> <td>200</td> </tr> <tr> <th>Date</th> <td>11-18-07</td> </tr> </table>	Project	2008-28394	Client	West Cornhusker Plaza	Contract No.	2007	Sheet No.	200	Date	11-18-07	<p><b>EROSION CONTROL &amp; STORM SEWERS</b> <b>EXHIBIT 'G'</b></p>	<p><b>WEST CORNHUSKER PLAZA</b> 814 14th St PARKER, IOWA</p>	<p><b>EA CONSULTING GROUP, INC.</b> ENGINEERING • PLANNING • FIELD SERVICES</p> <p><small>REGISTERED PROFESSIONAL ENGINEERS IOWA LICENSE NO. 10420 WWW.EAGROUP.COM</small></p>
Project	2008-28394												
Client	West Cornhusker Plaza												
Contract No.	2007												
Sheet No.	200												
Date	11-18-07												