

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2008-28395

2008 OCT 14 P 12:21 B

Sharon J. Lawling
REGISTER OF DEEDS

COUNTER ah G.E. P
VERIFY TM D.E. LM
PROOF P
FEES \$ 105.00
CHECK # _____
CHG COB CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

SUBDIVISION
AGREEMENT

THIS AGREEMENT made this 17 day of June, 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 South; 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.

28395

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. Permanent storm water detention basins on and off site 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. Trails. The District shall construct a (10) ten foot wide concrete trail along the east side of 72nd Street extending to the limits of the Final Plat and continuing south to the existing trail system and as shown per Park, Trail and Decorative Lighting Plan, Exhibit "F".

H. Improvements to Cornhusker Road and 72nd Street. The District shall construct concrete deceleration lanes at Northbound 72nd Street at 1st Street.

I. Payment for a pro rata share of previously constructed improvements to 72nd and Cornhusker intersection. District shall pay the City of Papillion \$83,322.76 (53% of \$157,212.76) for their pro rata share of previously constructed improvements to the 72nd and Cornhusker intersection. West Cornhusker Plaza (North) will be responsible for the remaining 47%.

J. Installation of Emergency Vehicle Preemption device to be installed on traffic signal arms.

K. A civil defense and storm warning system.

L. Sediment Basin and Detention Ponds per Exhibit "G".

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.

B

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 \$297,812.00 (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.

C

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 65,475.30 ($[12.227\text{ac} \times \$4,500/\text{ac} = \$55,021.50] + [2.489\text{ac} \times \$4,200/\text{ac} = \$10,453.80]$). 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.**

G. One hundred (100%) percent of the costs of upgrading the required four foot sidewalk to a ten foot pedestrian trail along 72nd Street and a ten foot trail along 72nd Street from the south property line to the existing trail system adjacent to the Papillion Creek Levee may be a general obligation of the District. The City approves a maximum of 20% for soft costs and total amount of trail costs of \$63,487 including soft costs, the plans for such improvements must be approved by City prior to construction. The anticipated \$28,000 of additional cost to install the pedestrian trail shall be specially assessed.

The District may be reimbursed up to \$16,250 for the cost of the pedestrian trail south of the property line at the time development occurs on Tax Lot 16A 25-14-12.

D

H. Up to \$39,192 of the cost of public paving improvements, including a deceleration lane at northbound 72nd Street, shall be a general obligation of the District. The remaining \$156,270 shall be specially assessed.

Payment for a pro rata share of previously constructed improvements to 72nd and Cornhusker intersection. District shall pay the City of Papillion \$83,322.76 (53% of \$157,212.76) for their pro rata share of previously constructed improvements to the 72nd and Cornhusker intersection. The other 47% shall be paid by West Cornhusker Plaza (North).

I. One hundred (100%) percent of the cost of the Emergency Vehicle Preemption device to be installed on traffic signal arms shall be a general obligation of the District.

J. 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 and not to exceed \$375.00.

K. 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. The grading for and maintenance of the permanent basins will be performed and paid for by the Developer, with the cost of the piping therefore paid by the District as a general obligation cost. When the development is substantially built out, and the basin is in a vegetated state, and the City Engineer determines that the sedimentation from the subdivision has been reduced to a level so that the basin is no longer necessary as a sediment trap for the construction of the subdivision, the District shall assume all maintenance responsibilities therefore. 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;

E

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 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.

F

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.

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.

G

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.

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.

M

ATTEST:

CITY OF PAPIILLION, a Nebraska
Municipal Corporation

Jennifer Nemier
City Clerk

By [Signature]
Mayor



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

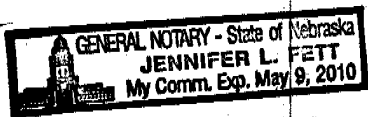
By [Signature]
Chairman

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 27th day of June, 2008.

[Signature]
Notary Public



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

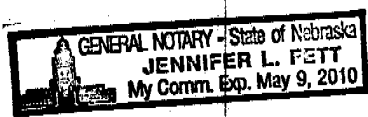
By [Signature]
Owner

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Michael Ingram, Owner 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. *company LLC*

Witness my hand and Notarial Seal this 27th day of June, 2008.

[Signature]
Notary Public



**SUBDIVISION AGREEMENT
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SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT: WEST CORNHUSKER PLAZA SOUTH ZONING: MU
 DEVELOPER: INGRAM
 AREA (ACRES): 14.78 ACRES (NET)
 JURISDICTION: PAPIILLION
 DATE: 11/06/07 REVISED 11/19/07, REVISED 11/29/07, 1/23/08, 6/10/08, 6/12/08, 6/13/08
 ESTIMATED BY: WESTERGARD JOB NO. P2006.431.001

WEST CORNHUSKER PLAZA SOUTH						
ITEM	CONSTRUCTION COST	TOTAL COST	OTHER OR PRIVATE	SPECIAL	GEN. OBL.	
SANITARY SEWER (INTERIOR)	79,900	111,061		111,061	0	
PUBLIC PAVING(INTERIOR)	165,100	195,462		156,270	39,192	
PRIVATE INTERIOR PAVING	26,633	26,633	26,633			
STORM SEWER (PUBLIC)	190,775	259,454		96,789	182,665	
WATER (INTERIOR)	60,900	82,824		82,824		
CAPITAL FACILITIES CHARGES	65,475	75,063		37,532	37,532	
UNDERGROUND ELECTRICAL	29,650	37,656		37,656		
PEDESTRIAN TRAIL COSTS	61,125	91,487		28,000	83,487	
DECORATIVE STREET LIGHTS	20,000	20,000	20,000			
EXTERIOR PAVING (53% OF PREV. CONSTR. BALANCE TO BE PAID BY NORTH PORTION)	83,323	99,987		99,987	0	
TOTALS	782,882	999,628	46,633	650,119	302,876	

COMMERCIAL ASSESSMENT \$1.01 /S.F. LAND

NOTES:

- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING
- 2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES,
- 3) FISCAL AGENT APPROVED GENERAL OBLIGATION AMOUNT OF \$297,812

TAXES, CLOSING COSTS, DEVELOPER FEES

VALUATION: 88,000 SF MU @ \$ 110.00 \$7,480,000

DEBT RATIO \$ 302,876 / \$ 7,480,000 = **4.05%**

K

PROJECT: SANITARY SEWER					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	2,235	L.F.	20.00	44,700
2	8 INCH SANITARY SEWER PIPE	325	L.F.	18.00	5,850
3	54 IN. I.D. SANITARY MANHOLE (10)-	110	V.F.	225.00	24,750
4	CRUSHED ROCK BEDDING	200	TON	18.00	3,600
5	CONNECTION TO EXISTING	1	EACH	1000.00	1,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$79,900

NOTES:

FISCAL COSTS	5%	\$3,995	G.O. COSTS		
LEGAL COSTS	5%	\$3,995			
ENGINEERING & C.M. COST:	18%	\$14,382			
INTEREST COSTS	8%	\$6,382			
TESTING COSTS	3%	\$2,397			
TOTAL COST		\$111,061	TOTAL G.O.		\$0

PROJECT: **INTERIOR CONCRETE PAVING (PUBLIC)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8" CONCRETE PAVEMENT	5,720	SY	\$22.00	\$125,840
2	9" CONCRETE PAVEMENT (72nd STREET DECELERATION LANE)	600	SY	\$23.80	\$14,100
3	8" CONCRETE PAVEMENT (ROUND ABOUT)	660	SY	\$22.00	\$14,300
4	SUBGRADE ADJUSTMENT	2,330	CY	\$2.00	\$4,660
5	ADJUST MANHOLE TO GRADE	6	EA	\$200.00	\$1,200
6	PAVEMENT MARKINGS	1	LS	\$3,000.00	\$3,000
7	CONNECTIONS TO EXISTING STREETS	1	EA	1500.00	1,500
8	STREET SIGN & POST	2	EA	250.00	500
TOTAL ESTIMATED CONSTRUCTION COST:					\$185,100

NOTES:

FISCAL COSTS	5%	\$3,995	PAVEMENT G.O.		
LEGAL COSTS	5%	\$3,995			
ENGINEERING & C.M. COST:	18%	\$14,382	INTERSECTIONS	0	\$0
			ROUND-ABOUT	660	\$19,734
			DECELERATION LANE	600	\$19,458
			OVERWIDTH	0	\$0
INTEREST COSTS	7%	\$5,593	TOTAL PAVEMENT G.O.		\$39,192
TESTING COSTS	3%	\$2,397			
TOTAL COST		\$195,482			

PROJECT: **INTERIOR CONCRETE PAVING (PRIVATE)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8" CONCRETE PAVEMENT	1,100	L.S.	\$22.00	\$24,200
2	SUBGRADE ADJUSTMENT	367	CY	\$2.00	\$733
3	ADJUST MANHOLE TO GRADE	1	EA	\$200.00	\$200
4	PAVEMENT MARKINGS	1	LS	\$1,500.00	\$1,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$26,633

L

PROJECT: **ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE COMMERCIAL	12.23	ACRES	\$2,425.00	\$29,650
TOTAL ESTIMATED CONSTRUCTION COST:					\$29,650

FISCAL COSTS	5%	\$1,483			
LEGAL COSTS	5%	\$1,483			
ENGINEERING & C.M. COST	10%	\$2,966			
INTEREST COSTS	7%	\$2,078			
TESTING COSTS	0%	\$0			
TOTAL COST		\$37,658			

PROJECT: **WATER (INTERIOR)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8" WATER MAIN	2,070	L.F.	\$20.00	\$41,400
2	8" GATE VALVE & BOX	5	EA	\$800.00	\$4,000
3	FIRE HYDRANT ASSEMBLY	4	EA	\$1,500.00	\$6,000
4	MISC FITTINGS, ETC	1	LS	\$5,000.00	\$5,000
5	CONNECTION TO EXISTING MAIN	3	EA	\$1,500.00	\$4,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$80,900

NOTES:

FISCAL COSTS	5%	\$3,045			
LEGAL COSTS	5%	\$3,045			
ENGINEERING & C.M. COST	16%	\$9,744			
INTEREST COSTS	7%	\$4,263			
TESTING COSTS	3%	\$1,827			
TOTAL COST		\$82,824			

PROJECT: **STORM SEWER (PUBLIC)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	18" RCP	75	L.F.	\$28.00	\$2,100
2	24" RCP	0	L.F.	\$36.00	\$0
3	30" RCP	0	L.F.	\$50.00	\$0
4	36" RCP	865	L.F.	\$65.00	\$56,225
5	48" RCP	655	L.F.	\$80.00	\$52,400
6	54" RCP	495	L.F.	\$90.00	\$44,550
7	60" RCP	0	L.F.	\$100.00	\$0
8	INLETS	14	L.F.	\$1,400.00	\$19,600
9	STORM MANHOLE	45	V.F.	\$320.00	\$14,400
10	AREA INLET	1	EACH	\$1,500.00	\$1,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$190,775

NOTES:

			SPECIAL PORTION		
FISCAL COSTS	5%	\$9,539			
LEGAL COSTS	5%	\$9,539			
ENGINEERING & C.M. COST	16%	\$30,524	30"	0	14
INTEREST COSTS	7%	\$13,354	38"	865	29
TESTING COSTS	3%	\$5,723	48"	655	34
			54"	495	44
			60"	0	54
TOTAL COST		\$259,454			\$6789

M

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	MU (LOTS 1-9)	12.23	ACRES	\$4,500.00	\$55,022
2	OUTLOT "A"	2.49	ACRES	\$4,200.00	\$10,454
TOTAL ESTIMATED CONSTRUCTION COST:					\$65,476

NOTES:

FISCAL COSTS	6%	\$3,996	
LEGAL COSTS	0%	\$0	
ENGINEERING & C.M. COST:	0%	\$0	
INTEREST COSTS	7%	\$5,593	
TESTING COSTS	0%	\$0	
TOTAL COST		\$75,063	

PROJECT: PEDESTRIAN TRAIL IMPROVEMENTS

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	6" X 10' CONCRETE TRAIL EAST SIDE 72ND STREET	13,500	SF	\$3.25	\$43,875
2	SUBGRADE ADJUSTMENT	500	CY	\$2.00	\$1,000
3	ADDITIONAL 6" X 10' CONCRETE TRAIL FROM SOUTH P.L. TO CREEK	5,000	SF	\$3.25	\$16,250
TOTAL ESTIMATED CONSTRUCTION COST:					\$61,125

NOTES:

6/10/08 - REVISED FROM 8' WIDE TO 10' WIDE TRAIL, ALSO ADDED TRAIL SECTION SOUTH OF PROJECT TO CREEK

FISCAL COSTS	5%	\$3,995	
LEGAL COSTS	5%	\$3,995	100% GENERAL OBLIGATION
ENGINEERING & C.M. COST:	18%	\$14,382	
INTEREST COSTS	7%	\$5,593	
TESTING COSTS	3%	\$2,397	
TOTAL COST		\$91,487	

PROJECT: DECORATIVE STREET LIGHTS

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	DECORATIVE STREET LIGHTS	8	EACH	\$2,500.00	\$20,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$20,000

NOTES:

FISCAL COSTS	0%	\$0	
LEGAL COSTS	0%	\$0	100% PRIVATE
ENGINEERING & C.M. COST:	0%	\$0	
INTEREST COSTS	0%	\$0	
TESTING COSTS	0%	\$0	
TOTAL COST		\$20,000	

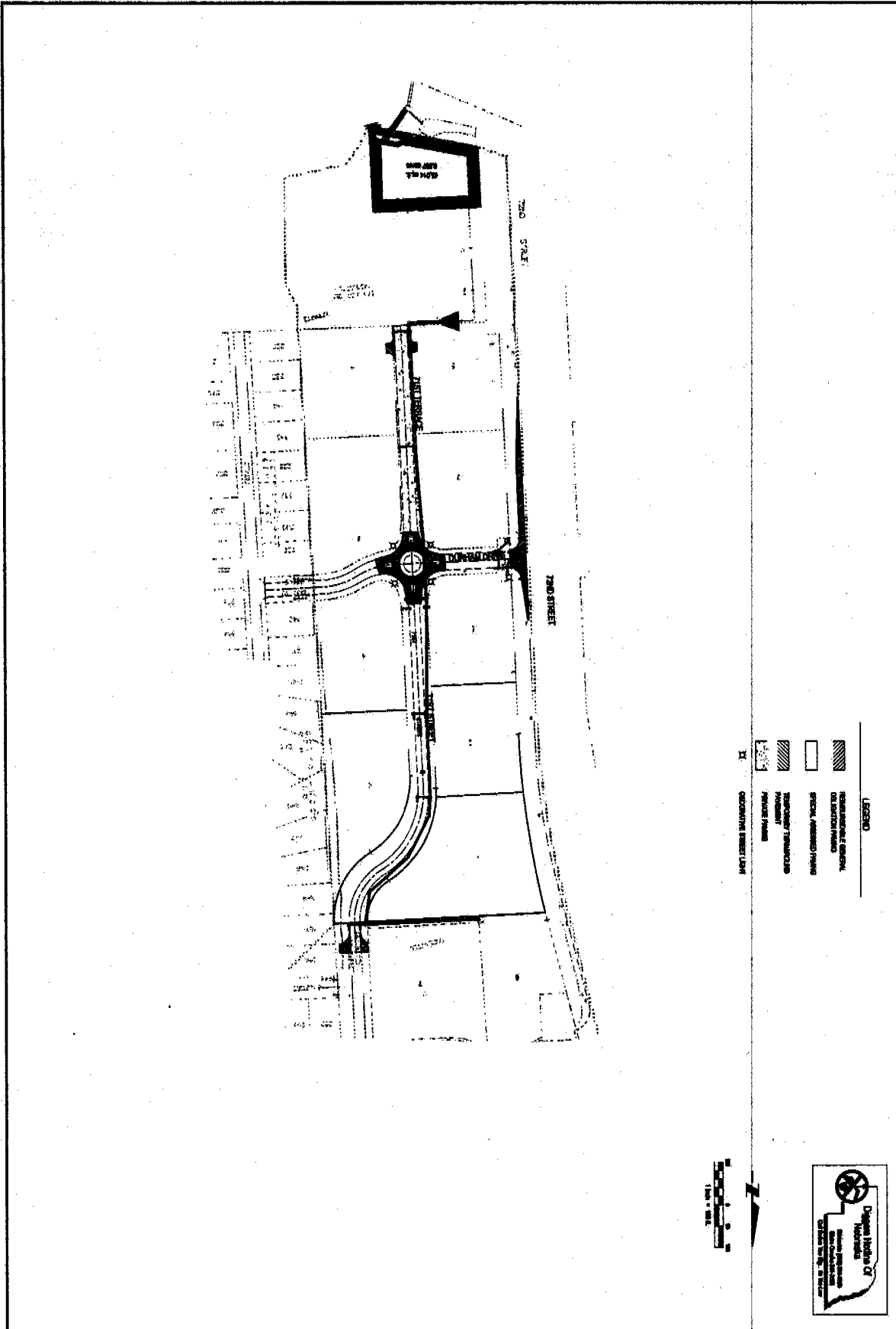
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EXHIBIT "A" - PLAT LEGAL DESCRIPTION

DIMENSIONS HAVE BEEN COMPUTED FOR ALL LOTS AND STREETS IN WEST CORNHUSKER PLAZA (THE LOTS NUMBERED AS SHOWN) BEING A PLATTING OF PART OF TAX LOT 2A1A, A TAX LOT LOCATED IN THE NW1/4 OF SECTION 25; AND ALSO TOGETHER WITH PART OF TAX LOT 17C, A TAX LOT LOCATED IN SAID NW1/4 OF SECTION 25; AND ALSO TOGETHER WITH ALL OF TAX LOT 1A1B, A TAX LOT LOCATED IN SAID NW1/4, SECTION 25; AND ALSO TOGETHER WITH ALL OF TAX LOT 17E, A TAX LOT LOCATED IN SAID NW1/4, SECTION 25; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 232, COTTON-WOOD 4TH ADDITION, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID TAX LOT 1A1B; THENCE S87°46'43"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID TAX LOT 1A1B, AND ALSO THE SOUTH LINE OF SAID TAX LOT 2A1A, A DISTANCE OF 442.31 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 2A1A, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET; THENCE N02°37'28"W ALONG THE WESTERLY LINE OF SAID TAX LOT 2A1A, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 28.79 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 17E; THENCE S87°22'32"W ALONG THE SOUTH LINE OF SAID TAX LOT 17E, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 28.00 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 17E; THENCE N02°37'28"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID TAX LOT 17E, A DISTANCE OF 473.30 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 17E; THENCE N87°22'32"E ALONG THE NORTHERLY LINE OF SAID TAX LOT 17E, A DISTANCE OF 28.00 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 17E, SAID POINT ALSO BEING ON SAID WESTERLY LINE OF TAX LOT 2A1A; THENCE N02°37'28"W ALONG SAID WESTERLY LINE OF TAX LOT 2A1A, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 17C; THENCE S87°22'32"W ALONG THE SOUTHERLY LINE OF SAID TAX LOT 17C, A DISTANCE OF 28.00 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 17C, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET; THENCE N02°37'28"W ALONG THE WESTERLY LINE OF SAID TAX LOT 17C, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET, A DISTANCE OF 357.82 FEET; THENCE NORTH-WESTERLY ALONG SAID WESTERLY LINE OF TAX LOT 17C, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 72ND STREET ON A CURVE TO THE LEFT WITH A RADIUS OF 2075.03 FEET, A DISTANCE OF 420.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°28'03"W, A DISTANCE OF 420.10 FEET; THENCE N87°01'30"E, A DISTANCE OF 497.30 FEET TO A POINT ON THE WEST LINE OF LOT 250, SAID COTTON-WOOD 4TH ADDITION; THENCE S03°18'03"E ALONG THE WEST LINE OF SAID LOT 250, COTTON-WOOD 4TH ADDITION, AND ALSO THE WEST LINE OF LOTS 249 THRU 246, AND LOTS 244 THRU 240, SAID COTTON-WOOD 4TH ADDITION, AND ALSO THE WEST RIGHT-OF-WAY LINE OF DURHAM DRIVE, AND ALSO THE WEST LINE OF LOTS 239 THRU 232, SAID COTTON-WOOD 4TH ADDITION, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 1A1B, A DISTANCE OF 1384.09 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 641,042 SQUARE FEET OR 14.716 ACRES, MORE OR LESS.



LEGEND

- RECONSTRUCTED CURB/CLAD LIGHTING FIXTURE
- SPECIAL ASSESSMENT PROPERTY
- UNAPPROVED IMPROVEMENTS
- PROPERTY PERMITS
- OPERATING STREET LIGHT



File No.	Revision
100-100-001	1
100-100-002	2
100-100-003	3
100-100-004	4
100-100-005	5
100-100-006	6
100-100-007	7
100-100-008	8
100-100-009	9
100-100-010	10

STREETS & STORM SEWER EXHIBIT 'D'

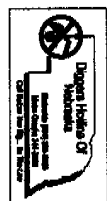
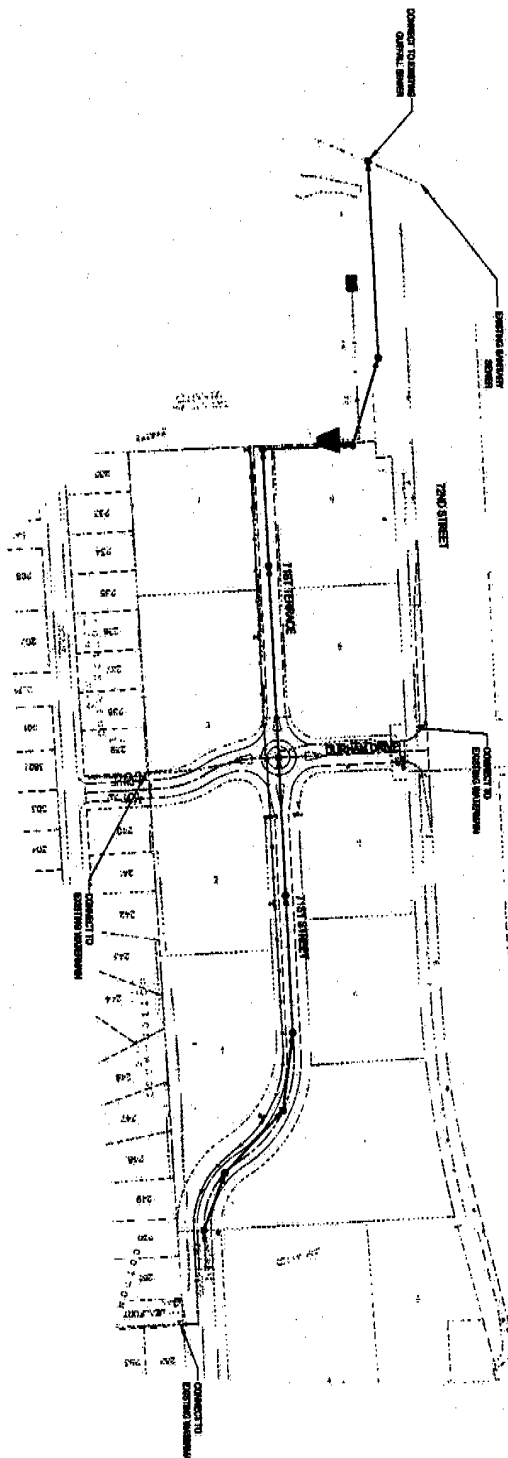
WEST CORNHUSKER PLAZA SOUTH

SARASOTA, NEBRASKA

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

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 P.O. BOX 100-100-001 P.O. BOX 100-100-001
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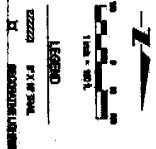
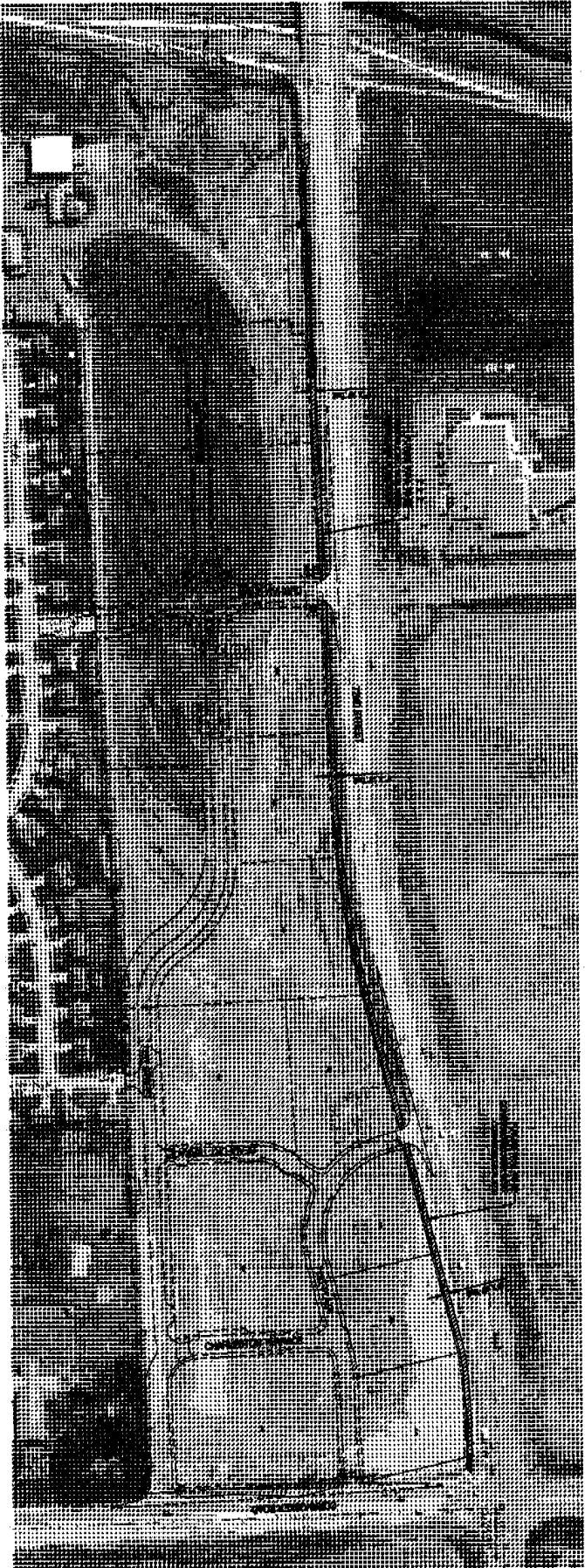
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Project: WEST CORNHUSKER PLAZA SOUTH Date: 10/20/01 Drawn By: MD Checked By: MD Title: Sanitary Sewer & Water Plan		SANITARY SEWER & WATER PLAN EXHIBIT 'E'		WEST CORNHUSKER PLAZA SOUTH SAMPSON COUNTY, NORTH CAROLINA		E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 281 NORTH 17TH STREET, SUITE 100, WYOMING, NC 27178 PHONE: (703) 885-4700 FAX: (703) 885-4701 WWW.EANDG.COM	
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Exhibit "A"



Field	Value	Revision
Date	09/20/06	1
Drawn by	WJL	
Scale	1" = 100'	
Sheet	1 of 1	

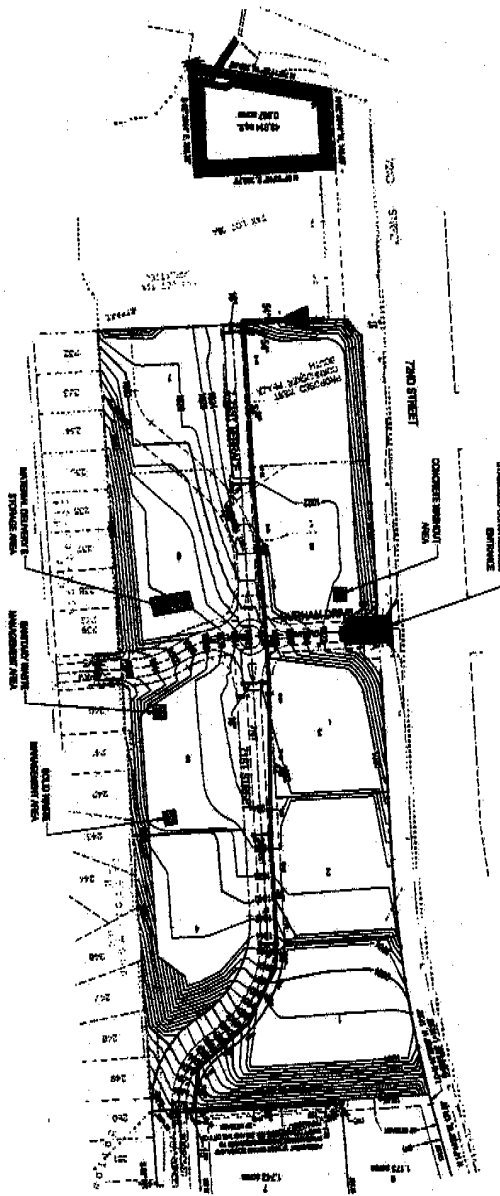
PARK, TRAIL AND DECORATIVE LIGHTING PLAN

WEST CORNHUSKER PLAZA & WEST CORNHUSKER PLAZA SOUTH
 AS SHOWN ON
 PARCEL MAP

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 www.eagroup.com

2008-28395 5



TANK OVERLAP CONDUCTIONS
 EXPOSED PIPE CONDUCTIONS
 RESERVE BEDMENT INCLUDE CONDUCTIONS
 LEGEND



133 East 31st Street
 Lincoln, Nebraska 68503
 Telephone: 402.441.1111
 Fax: 402.441.1112

Date	By	Description
08/14/08	AMT	Prepared By
08/14/08	AMT	Checked By
08/14/08	AMT	Approved By

**BEDMENT AND/OR DETENTION
 PLAN
 EXHIBIT 'G'**

**WEST CORNHUSKER PLAZA
 SOUTH**

SIMPSON COUNTY, IOWA



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