

2016-08192

04/18/2016 9:13:28 AM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER JD C.E. JD
 VERIFY JD D.E. JD
 PROOF P
 FEES \$ 332.00
 # CDP CASH _____
 AND _____ CREDIT _____
 SORT _____ NCR _____



**FIFTH AMENDMENT
TO
SUBDIVISION AGREEMENT**

This Fifth Amendment to the Eagle Ridge Subdivision Agreement (hereinafter "Fifth Amendment"), made this 15th day of MARCH, 2016 by and between WESTGATE PLAZA, INC., a Nebraska corporation (hereinafter "WESTGATE PLAZA, INC." or "DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY, NEBRASKA (hereinafter "DISTRICT"), the CITY OF PAPIILLION, NEBRASKA, a municipal corporation (hereinafter "CITY") (collectively the "Original Parties"), and EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation (hereinafter "ER DEVELOPMENT"), further amends and modifies the subdivision agreement entered into by the Original Parties on May 17, 1988 as previously modified or amended by (1) the addendum entered into by the Original Parties and adopted by the Papillion City Council ("City Council") on October 5, 1993, (2) the addendum entered into by the Original Parties on July 5, 1994, (3) the addendum entered into by the Original Parties on May 18, 1995, and (4) the addendum entered into by DISTRICT and CITY and adopted by RES. R11-0022 on March 1, 2011 (collectively "the Subdivision Agreement").

RECITALS:

DISTRICT, CITY, and ER DEVELOPMENT (collectively the "Parties") wish to amend the Subdivision Agreement to add ER DEVELOPMENT as an additional party to the Subdivision Agreement.

THE PARTIES acknowledge that WESTGATE PLAZA, INC., the original DEVELOPER and an original party to the May 17, 1988 Subdivision Agreement, dissolved as a corporation after filing its "ARTICLES OF DISSOLUTION OF WESTGATE PLAZA, INC." with the Nebraska Secretary of State on February 20, 2014 (attached as Exhibit "D"). The Parties further acknowledge that no successors or assigns to DEVELOPER exist; therefore DEVELOPER's signature is not required to validly execute this Fifth Amendment or any other future amendments to the Subdivision Agreement (see Exhibit "E", Affidavit of Michael F. Rogers).

ER DEVELOPMENT, as the owner of Lot 383, Eagle Ridge, wishes to replat and develop said property into Lots 1 through 33 and Outlot A, Eagle Ridge Village as shown on the proposed final plat attached hereto as Exhibit "F" (hereinafter "Eagle Ridge Village" or "the Village").

ER DEVELOPMENT proposes to install public improvements within the Village.

ER DEVELOPMENT wishes to connect the sanitary sewer and water systems to be constructed within the Village to the sewer and water systems of CITY.

THE PARTIES desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed within the Village.

A

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of the Subdivision Agreement, as modified or amended by this Fifth Amendment.
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Subdivision Agreement.
3. Definitions.
 - A. Agreement/Addendum/Amendment Terminology. In an effort to clarify the terminology used to label the May 17, 1988 subdivision agreement and all prior modifications to said agreement, the following defined terms shall be used:
 1. May 17, 1988 Subdivision Agreement. The original subdivision agreement entered into by the Original Parties on May 17, 1988 shall be known henceforth as the "May 17, 1988 Subdivision Agreement" (attached as Exhibit "G").
 - a. Exhibit A. Exhibit A to the May 17, 1988 Subdivision Agreement shall continue to be known as "Exhibit 'A'".
 2. First Amendment. The addendum entered into by the Original Parties and adopted by City Council on October 5, 1993 shall be known henceforth as the "First Amendment" (attached as Exhibit "H").
 3. Second Amendment. The addendum entered into by the Original Parties on July 5, 1994 shall be known henceforth as the "Second Amendment" (attached as Exhibit "I").
 4. Third Amendment. The addendum entered into by the Original Parties on May 18, 1995 shall be known henceforth as the "Third Amendment" (attached as Exhibit "J").
 5. Fourth Amendment. The addendum entered into by DISTRICT and CITY and adopted by RES. R11-0022 on March 1, 2011 shall be known henceforth as the "Fourth Amendment" (attached as Exhibit "K").
 - a. Exhibit B. Exhibit A to the Fourth Amendment shall henceforth be known as "Exhibit 'B'".
 - b. Exhibit C. Exhibit B to the Fourth Amendment shall henceforth be known as "Exhibit 'C'".
 - B. Warranted. The term "warranted," as used in this Fifth Amendment, provides the standard for determining when a deceleration lane at the intersection of Eagle Ridge Drive and Cornhusker Road, as shown on Exhibit "L", page 6, shall be constructed. Said deceleration lane shall be considered "warranted" once it is deemed so by an updated traffic impact study (hereinafter "TIS"). Developer shall provide an updated TIS to CITY as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon request made by the City Administrator or the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be conducted.

C. Village Public Improvements. Village Public Improvements shall mean those improvements or betterments enumerated directly below to be constructed or installed, or which are anticipated to be constructed or installed when warranted, for the benefit of the Village. The cost of Village Public Improvements shall be defrayed in accordance with the Source and Use of Funds, attached as Exhibit "M".

1. Skyhawk Avenue between Eagle Ridge Drive and Fall Creek Road as shown on Exhibit "L", page 1.
2. Median breaks on Fall Creek Road as shown on Exhibit "L", page 1.
3. The traffic signal, traffic control, and street signage at the intersection of Eagle Ridge Drive and Cornhusker Road as shown on Exhibit "L", page 1.
4. All sanitary sewers, water mains, and appurtenances constructed within dedicated street right-of-ways or easements as shown on Exhibit "L", page 2, pursuant to sanitary sewer plans heretofore prepared by DISTRICT'S engineer, consulting engineers, and land surveyors.
5. All storm sewers, inlets, and appurtenances constructed within dedicated street right-of-ways or easements within the Development Area as shown on Exhibit "L", page 3.
6. The sidewalks within the Fall Creek Road right-of-way abutting Outlot A as shown on Exhibit "L", page 4.
7. Permanent stormwater detention basins on site as shown on Exhibit "L", page 5.
8. A deceleration lane at the intersection of Eagle Ridge Drive and Cornhusker Road as shown on Exhibit "L", page 6, should such lane be warranted prior to the annexation of DISTRICT.
9. The right-out access to Cornhusker Road as shown on Exhibit "L", page 6, in the event that ER Development, its successors, or assigns determines that such access is necessary.
10. Reconstruction of the eight (8) foot trail abutting Cornhusker Road as shown on Exhibit "L", page 6, in the event that it is required due to the construction of a right-out access to Cornhusker Road.

D. Area of Application. The Subdivision Agreement, as modified or amended by this Fifth Amendment, applies to:

1. Eagle Ridge: Lots 1 – 403
2. Eagle Ridge Village: Lots 1 – 33 and Outlot A

C

4. Amendments to the Subdivision Agreement.

- A. ER DEVELOPMENT shall be added to the introductory clause of the Subdivision Agreement as an additional party to the Subdivision Agreement.
- B. The Section I introductory sentence shall be amended to read as follows:

DEVELOPER, DISTRICT, CITY, and ER DEVELOPMENT agree that the credit of DISTRICT created by DEVELOPER shall be used for the construction of the following public improvements within the area to be developed.
- C. Subsection H shall be added to Section I of the Subdivision Agreement as follows:

H. Village Public Improvements, but only to the extent that said Village Public Improvements are identified by the Source and Use of Funds, attached as Exhibit "M", as valid expenditures to be defrayed using the credit of DISTRICT.
- D. Subsection D shall be added to Section V of the Subdivision Agreement as follows:

D. ER DEVELOPMENT may connect the sanitary sewer and water systems to be constructed within the Village to the sanitary sewer system and water system of CITY pursuant to the terms and conditions of the preexisting Sewer and Water Connection Agreement between CITY and DISTRICT dated May 17, 1988.
- E. Section VII shall be amended to read as follows:

VII.

- A. Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications in connection with the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.
- B. Review Fee for Improvements by ER DEVELOPMENT. It is mutually agreed that ER DEVELOPMENT shall pay a fee of one percent (1%) of construction cost to CITY to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications in connection with the construction projects for Privately Financed Public Improvements performed by ER DEVELOPMENT. For the purposes of this section, "Privately Financed Public Improvements" shall mean any Village Public Improvement originally identified as a DISTRICT expense in the Source and Use of Funds, attached as Exhibit "M", which is subsequently installed and constructed at the sole cost and expense

D

of DEVELOPER in lieu of DISTRICT installing and constructing such improvements or betterments using the credit or funds of DISTRICT. The Review Fee for Improvements by ER DEVELOPMENT shall be paid at the sole expense of ER DEVELOPMENT. CITY shall invoice ER DEVELOPMENT the Review Fee at the time that each review is completed. ER DEVELOPMENT shall remit payment to CITY within 30 days of invoice.

- C. Watershed Fees. Parties acknowledge and mutually agree that all new building permits will be subject to the Watershed Fee, as described in the Papillion Master Fee Schedule, and agreed to by the Papillion Creek Watershed Partnership. Such fee shall be calculated based on the gross acreage of the Mixed Use lot(s) and a per lot basis for Single-Family Residential lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit.

F. Section XII shall be added to the Subdivision Agreement as follows:

XII.

DISTRICT, CITY, and ER DEVELOPMENT agree that:

- A. The cost of all Village Public Improvements to be constructed by DISTRICT within the Village, and as authorized by Section I, Subsection H, shall be defrayed as identified in Exhibit "M" attached hereto and incorporated herein by this reference as the Source and Use of Funds.
- B. No demolition, construction, paving, or other work may occur which involves the proposed median breaks on Fall Creek Road, as shown on Exhibit "L", page 1, until after the relevant parties have entered into and executed the necessary agreement(s) to authorize said demolition, construction, paving, or other work. A copy of the executed agreement(s) shall be provided to the City of Papillion Planning Department prior to the commencement of any such work.
- C. The paving of Skyhawk Avenue shall not commence until after DISTRICT has entered into and executed the necessary agreement to authorize the demolition, construction, paving, or other work involving the proposed southernmost median break on Fall Creek Road, as shown on Exhibit "L", page 1, and a copy of said executed agreement has been provided to the City of Papillion Planning Department.
- D. Construction overruns and/or change orders totaling ten percent (10%) or more of any individual contract, as described in Exhibit "M", shall be submitted for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the total cost of the work may be added to the relevant contract and Exhibit "M". If the work is not approved by the City Administrator and the City Engineer, the cost of the work shall be included in the statements of cost and specially assessed evenly against the assessable property within DISTRICT. Alternatively the work may be financed privately.

E

E. In no case shall the General Obligation costs of DISTRICT exceed Four Hundred Twelve Thousand Dollars (\$412,000.00) (the amount shown as the total General Obligation according to Exhibit "M") 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. Additionally, the Parties agree that DISTRICT's General Obligation Debt shall not be refinanced without DISTRICT first receiving prior approval from CITY.

G. Section XIII shall be added to the Subdivision Agreement as follows:

XIII.

ER DEVELOPMENT, its successors, or assigns covenant and agree to:

- A. Dedicate the required Post-Construction Stormwater Management Plan storm sewer and detention easement.
- B. Construct and maintain detention facilities in compliance with the Post Construction Stormwater Management requirements of CITY. CITY and DISTRICT shall not have any responsibility for maintenance or repair of any such facilities located within the Village.
- C. Construct a deceleration lane at the intersection of Eagle Ridge Drive and Cornhusker Road should such lane be warranted prior to the annexation of DISTRICT.
- D. Privately finance or specially assess the costs for:
 - 1. Obtaining the right-of-way and/or easement dedications required to install the deceleration lane at the intersection of Eagle Ridge Drive and Cornhusker Road should such lane be warranted prior to the annexation of DISTRICT, except that the appraised value of the land may be generally obligated.
- E. If utility relocations are required for the Eagle Ridge deceleration lane, ER DEVELOPMENT shall either (1) privately finance the cost of said relocations or (2) request an Amendment to the Subdivision Agreement to generally obligate the cost of said relocations provided that DISTRICT is willing to approve additional General Obligation expenditures to the extent allowed by the Subdivision Agreement.

H. Section XIV shall be added to the Subdivision Agreement as follows:

XIV.

DISTRICT, CITY, and ER DEVELOPMENT agree to the following:

- A. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$59,486.00. The calculation for this amount is based on 31 single-family residential lots at \$2,175.00 per lot (\$67,425.00) plus 7.0 acres of Mixed Use at \$6,515.00 per acre (\$45,605.00) plus 0.3 acres of outlot at \$6,080.00 per acre (\$1,824.00), less a credit for charges previously paid in the amount of \$55,368.00. Not less than fifty percent (50%) of gross Capital Facilities Charges paid to CITY

F

shall be specially assessed against property served. CITY shall provide DISTRICT with an invoice for the Capital Facilities Charges after City Council approves the Final Plat. Capital Facilities Charges shall be paid prior to issuance of any building permits.

I. Section XV shall be added to the Subdivision Agreement as follows:

XV.

DISTRICT, CITY, and ER DEVELOPMENT agree to the following:

- A. Agreement Binding. The provisions of the May 17, 1988 Subdivision Agreement, as modified or amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment (hereinafter the "Amendments"), the exhibits, and all documents referenced in the May 17, 1988 Subdivision Agreement and Amendments (which are intended to be and hereby are specifically made a part of the Subdivision Agreement whether or not so stated) shall run with the land and shall be binding upon, and will inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates. Every time the phrase "successors or assigns" (or similar language) is used throughout the May 17, 1988 Subdivision Agreement and the Amendments, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be given to any instance in which the name of a party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- B. Non-Discrimination. The Parties, their agents, contractors, or consultants shall not, in the performance of the Subdivision Agreement, as modified or amended by the Amendments, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.
- C. Governing Law. The Parties shall conform with all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.
- D. Forum Selection and Personal Jurisdiction. The Parties agree that any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.
- E. Contract Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to the Subdivision Agreement or subsequent amendments to the Subdivision Agreement. Any violation of this section with the knowledge of the person or corporation contracting with CITY shall render such contracts voidable by the Mayor or City Council.

- F. No Waiver. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.
- G. Assignment. Neither the Subdivision Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in the CITY's sole discretion.
- H. Entire Agreement. The May 17, 1988 Subdivision Agreement, as modified or amended by the Amendments, the exhibits, and all documents referenced in the May 17, 1988 Subdivision Agreement and Amendments, express the entire understanding and all agreements of the Parties. Specifically, the Subdivision Agreement, as modified or amended by this Fifth Amendment, supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- I. Incorporation of Definitions. All definitions provided in amendments to the Subdivision Agreement shall be incorporated into the Subdivision Agreement unless expressly stated otherwise. The term Area of Application shall be construed according to the most recently revised definition.
- J. Modification by Agreement. Following the execution of the Fifth Amendment, the Subdivision Agreement may be modified or amended only by a written agreement executed by DISTRICT and CITY, or their respective representatives, successors, or assigns; ER DEVELOPMENT's signature shall also be required, but only in those circumstances in which the Village is directly affected. In the event a party to the Subdivision Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications to the Subdivision Agreement.
- K. Notices, Consents, and Approval. All payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, and postage prepaid.
- L. Headings. The Section headings appearing in the May 17, 1988 Subdivision Agreement and all subsequent amendments are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- M. Severability. In the event that any provision of the Subdivision Agreement or subsequent amendments proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of the Subdivision Agreement or subsequent amendments, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of the Subdivision Agreement.

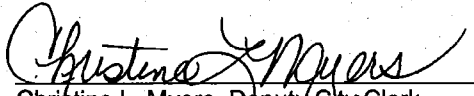
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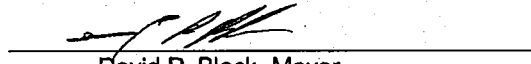
5. Exhibit Additions. All attached exhibits are hereby incorporated into the Subdivision Agreement by this reference.
6. Obligation for Village Public Improvements. The parties agree that WESTGATE PLAZA, INC. shall have no obligation to construct or finance any of the VILLAGE PUBLIC IMPROVEMENTS contemplated within this Fifth Amendment.
7. Approval of Plat. ER DEVELOPMENT acknowledges that CITY'S approval of the Eagle Ridge Village Final Plat, passed and approved by the Papillion City Council on MARCH 15th, 2016, is specifically subject to and conditioned on DEVELOPER's, DISTRICT's, and ER DEVELOPMENT's execution of and compliance with this Fifth Amendment.
8. Mixed Use Development Agreement. ER DEVELOPMENT acknowledges that CITY's approval of the Mixed Use Development Agreement, passed and approved by the Papillion City Council on MARCH 15th, 2016, is specifically subject to and conditioned on ER DEVELOPMENT's execution of and compliance with this Fifth Amendment.
9. Ratification. Except as specifically modified or amended by this Fifth Amendment, the Subdivision Agreement shall remain in full force and effect. Further, by signing this Fifth Amendment, the Parties expressly agree that all terms and provisions of the May 17, 1988 Subdivision Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, which are not specifically modified or amended by this Fifth Amendment, are hereby ratified, confirmed, and approved in all respects by the Parties hereto.
10. Binding Effect. This Fifth Amendment to the Subdivision Agreement shall be binding upon the Parties, their respective successors, and assigns.

I

ATTEST:

THE CITY OF PAPIILLION, NEBRASKA


Christine L. Myers, Deputy City Clerk


David P. Black, Mayor

SEAL:



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DISTRICT:

SANITARY AND IMPROVEMENT DISTRICT
NO. 143 OF SARPY COUNTY, NEBRASKA

By: [Signature]
Robert Trummer, Board of Trustees Chairperson

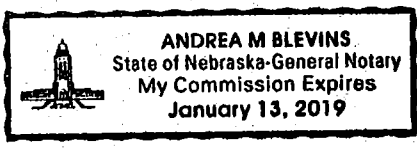
ATTEST:

By: [Signature]
Jennifer Eitzen, Clerk of the District

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 14th day of March, 2016, before me, a Notary Public in and for said County and State, personally appeared ROBERT TRUMMER, Board of Trustees Chairperson and JENNIFER EITZEN, Clerk of the District for SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY, NEBRASKA, who executed the above and foregoing Fifth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said District.

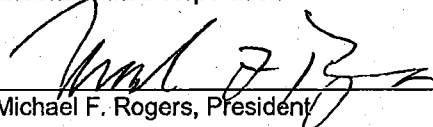
[Signature]
Notary Public



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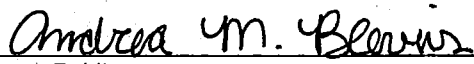
ER DEVELOPMENT:

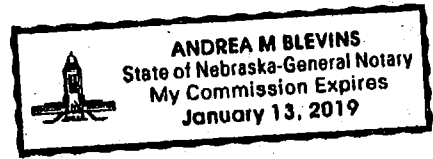
EAGLE RIDGE DEVELOPMENT COMPANY
a Nebraska limited corporation

By: 
Michael F. Rogers, President

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 11th day of March, 2016, before me, a Notary Public in and for said County and State, personally appeared Michael F. Rogers, President, President of EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation, who executed the above and foregoing Fifth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.


Notary Public



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**SUBDIVISION AGREEMENT AMENDMENT
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INTRODUCTION STATEMENT

RECITALS

SECTION	1	Incorporation of Recitals
	2	Capitalized Terms
	3	Definitions
	4	Amendments to the Subdivision Agreement
	5	Exhibit Additions
	6	Obligation for Village Public Improvements
	7	Approval of Plat
	8	Mixed Use Development Agreement
	9	Ratification
	10	Binding Effect

EXHIBITS:

D	Articles of Dissolution of Westgate Plaza, Inc. filed February 20, 2014
E	Affidavit of Michael F. Rodgers
F	Eagle Ridge Village Final Plat
G	The original subdivision agreement – entered into by the Original Parties on May 17, 1988
H	The First Amendment – entered into by the Original Parties and adopted by City Council on October 5, 1993
I	The Second Amendment – entered into by the Original Parties on July 5, 1994
J	The Third Amendment – entered into by the Original Parties on May 18, 1995
K	The Fourth Amendment – adopted by RES. R11-0022, dated March 1, 2011
L	Village Public Improvements
M	Source and Use of Funds

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NE Sec of State John A. Gale CORP - AD
9000R2331 - Page 1 of 1
WESTGATE PLAZA, INC.
Filed: 02/20/2014 09:48:28 AM

ARTICLES OF DISSOLUTION
OF
WESTGATE PLAZA, INC.

Pursuant to the provisions of Sections 21-20,152 and 21-20,153 of the Business Corporation Act, WESTGATE PLAZA, INC., a Nebraska corporation (the "Corporation"), hereby submits the following Articles of Dissolution for the purpose of dissolving the Corporation:

I.

The name of the corporation is WESTGATE PLAZA, INC.

II.

The Dissolution of the Corporation was authorized as of February 1, 2014.

III.

The Dissolution was approved by the Shareholders of the Corporation.

Total Number of Votes
Entitled to be Cast

Total Number of Votes Cast

For

Against

2,124.99

2,124.99

0

IV.

The number of votes cast for Dissolution was sufficient for approval.

V.

Dissolution of the Corporation shall be effective on the date when filing these Articles of Dissolution.

DATED the 7 day of February, 2014.

WESTGATE PLAZA, INC., a Nebraska corporation

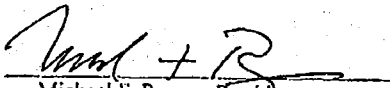
By: 
Michael F. Rogers, Resident

Exhibit
D

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AFFIDAVIT

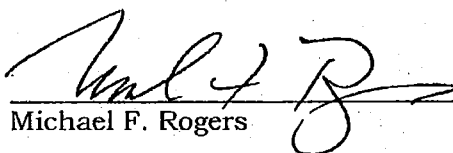
STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The Affiant, Michael F. Rogers, being duly sworn, deposes and attests as follows:

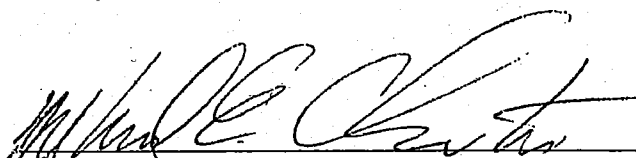
- 1. That on February 20, 2014, Articles of Dissolution were filed with the Nebraska Secretary of State to dissolve Westgate Plaza, Inc., a Nebraska corporation (the "Corporation").
- 2. That at the time of the dissolution of the Corporation, the Affiant was the president and was a director and shareholder of the Corporation.
- 3. That neither prior to nor in conjunction with the dissolution of the Corporation, was there an assignment of any subdivision agreements, contracts or other documents pertaining to the Eagle Ridge Development to any third party.
- 4. That due to the dissolution of the Corporation, it is the Affiant's belief that the Corporation does not have any right or ability to be a party to or execute any current or future amendments to the subdivision agreement for the Eagle Ridge Development.

Further Affiant sayeth not.

Dated this 29th day of February, 2016.


Michael F. Rogers

The foregoing instrument was acknowledged before me on this 29th day of February, 2016, by Michael F. Rogers.


Notary Public

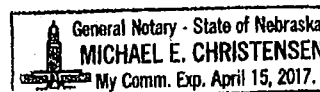
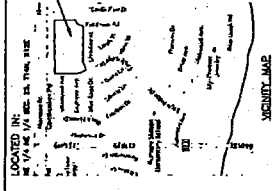


Exhibit
E

EAGLE RIDGE VILLAGE

LOTS 1 THROUGH 33, INCLUSIVE AND OUTLOT A, BEING A REPLATING OF LOT 38A, EAGLE RIDGE A SUBDIVISION, 56.5 ACRES, PARCELS 1 AND 2, RECORDED IN SHERIDAN COUNTY, NEBRASKA, EXCEPT THAT PART ADJACENT TO SHERIDAN COUNTY INSTRUMENT NO. 2000-04820, SHERIDAN COUNTY, NEBRASKA.

TRACT NO.	ACRES	OWNER	DATE
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
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33	1.00

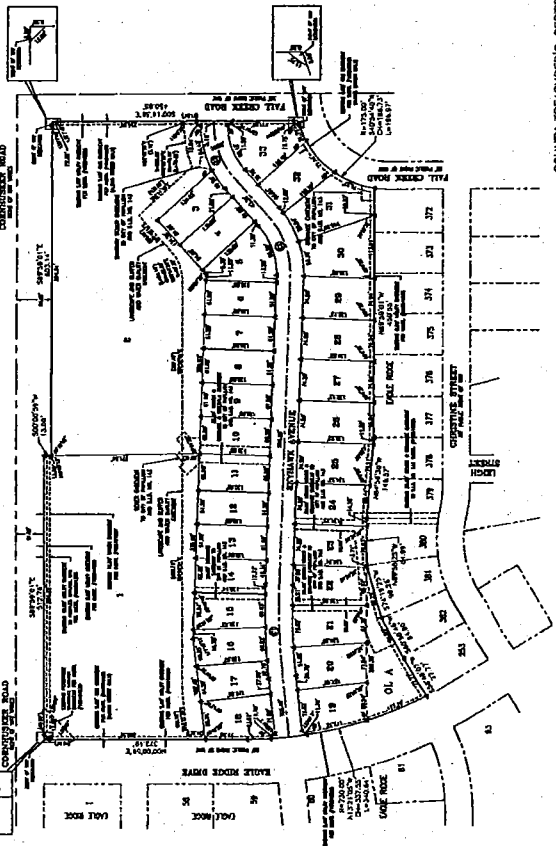


LAND SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn as a Land Surveyor in the State of Nebraska, do hereby certify that the foregoing plat, map, or plan, together with the accompanying exhibits, was prepared by me or under my direct supervision and that I am a duly qualified and sworn Land Surveyor in the State of Nebraska.

DATE: _____

SIGNATURE: _____



DEDICATION

I, the undersigned, being duly qualified and sworn as a Land Surveyor in the State of Nebraska, do hereby certify that the foregoing plat, map, or plan, together with the accompanying exhibits, was prepared by me or under my direct supervision and that I am a duly qualified and sworn Land Surveyor in the State of Nebraska.

DATE: _____

SIGNATURE: _____

ACKNOWLEDGEMENT OF NOTARY

I, the undersigned, being duly qualified and sworn as a Notary Public in the State of Nebraska, do hereby certify that the foregoing plat, map, or plan, together with the accompanying exhibits, was prepared by me or under my direct supervision and that I am a duly qualified and sworn Notary Public in the State of Nebraska.

DATE: _____

SIGNATURE: _____

APPROVAL OF PAVILION PLANNING COMMISSION

The following plat, map, or plan, together with the accompanying exhibits, was prepared by me or under my direct supervision and that I am a duly qualified and sworn member of the Pavilion Planning Commission.

DATE: _____

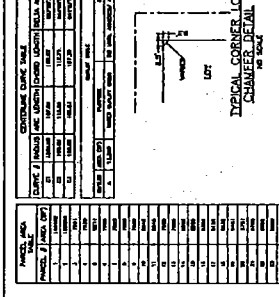
SIGNATURE: _____

APPROVAL OF PAVILION CITY COUNCIL

The following plat, map, or plan, together with the accompanying exhibits, was prepared by me or under my direct supervision and that I am a duly qualified and sworn member of the Pavilion City Council.

DATE: _____

SIGNATURE: _____



CITY OF PAVILION ZONING

RESIDENTIAL ZONING

1. SINGLE-FAMILY RESIDENTIAL (SFR)

2. TWO-FAMILY RESIDENTIAL (2FR)

3. MULTIFAMILY RESIDENTIAL (MFR)

4. COMMERCIAL (C)

5. INDUSTRIAL (I)

6. OFFICE (O)

7. PUBLIC USE (PU)

8. SPECIAL USE (SU)

9. MIXED USE (MU)

10. PLANNED RESIDENTIAL DEVELOPMENT (PRD)

11. PLANNED COMMERCIAL DEVELOPMENT (PCD)

12. PLANNED INDUSTRIAL DEVELOPMENT (PID)

13. PLANNED OFFICE DEVELOPMENT (POD)

14. PLANNED MIXED USE DEVELOPMENT (PMUD)

15. PLANNED MULTIFAMILY DEVELOPMENT (PMFD)

16. PLANNED TWO-FAMILY DEVELOPMENT (PTFRD)

17. PLANNED SINGLE-FAMILY DEVELOPMENT (PSFRD)

18. PLANNED RESIDENTIAL DEVELOPMENT (PRD)

19. PLANNED COMMERCIAL DEVELOPMENT (PCD)

20. PLANNED INDUSTRIAL DEVELOPMENT (PID)

21. PLANNED OFFICE DEVELOPMENT (POD)

22. PLANNED MIXED USE DEVELOPMENT (PMUD)

23. PLANNED MULTIFAMILY DEVELOPMENT (PMFD)

24. PLANNED TWO-FAMILY DEVELOPMENT (PTFRD)

25. PLANNED SINGLE-FAMILY DEVELOPMENT (PSFRD)

SETBACK REQUIREMENTS

1. ALL DISTANCES ARE SHOWN IN FEET.

2. ALL DISTANCES SHOWN ALONG CLINES ARE DISTANCES NOT CORNER DISTANCES.

3. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.

4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED.

5. DISTANCES AND ANGLES SHOWN IN PARALLELS REFER TO CORNER POINTS.

6. LOTS 1 AND 2 WILL HAVE ONE-SIDE STREET FRONT LOT VEHICULAR ACCESS TO COMMERCIAL ROAD.

7. LOTS 3 AND 4 WILL HAVE ONE-SIDE STREET FRONT LOT VEHICULAR ACCESS TO DODGE ROAD.

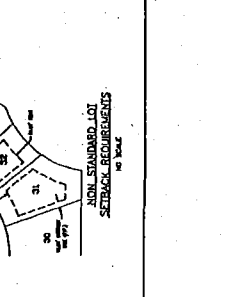
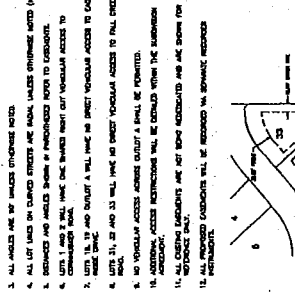
8. LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 WILL HAVE ONE-SIDE STREET FRONT LOT VEHICULAR ACCESS TO DODGE ROAD.

9. NO VEHICULAR ACCESS ACROSS OUTLOT A SHALL BE PERMITTED.

10. ALL DISTANCES SHOWN ARE DISTANCES FROM THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

11. ALL DISTANCES SHOWN ARE DISTANCES FROM THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

12. ALL DISTANCES SHOWN ARE DISTANCES FROM THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.



7

S U B D I V I S I O N
A G R E E M E N T

THIS AGREEMENT made this 17th day of May, 1988, by and between WESTGATE PLAZA, INC., a Nebraska corporation, (hereinafter referred to as "Developer"); SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY (hereinafter referred to as "District") and the CITY OF PAPILLION, 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 hereinafter referred to as the "area to be developed", consisting of Lots 1 to 105 which area to be developed is within City's zoning and platting jurisdiction; and that this agreement specifically and only covers those lots in the first platting of Eagle Ridge which are Lots 1 thru 105 Eagle Ridge, and

WHEREAS, Developer has requested City to approve a specific platting of the area to be developed, said area to be developed; and

WHEREAS, Developer has requested City to forbear from annexing the area to be developed until after January 1, 1993, for public improvements through Sanitary and Improvement District No. 143 created by Developer (hereinafter referred to as the "District").

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 system 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 specially 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 within the area to be developed.

- A. Grading of street right-of-way.
- B. Construction of and concrete paving of all streets dedicated per plat (Exhibit "A").
- C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "A") pursuant to sanitary sewer plans heretofore prepared by Lamp, Ryneason & Associates, 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.
- E. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat

(Exhibit "A"), and underground power within the area to be developed.

- F. Contracting with a public gas company for a gas distribution system.
- G. Capital facilities charge to the City of Papillion.

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 agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground or other recreational facility, without approval by Resolution of 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:

- A. 100% of the entire cost of grading street right-of-way including intersection shall be paid by special assessment against the property within the District.
- B. 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. Not less than 50% of capital facility charges paid to the City of Papillion shall be specially assessed against properties served.
- C. (1) 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 5 inches for reinforced concrete or 6 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.

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(2) 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.

- D. The cost of contract charges paid to Omaha Public Power District for lighting of public streets shall be paid out of the general fund of the District.
- 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 by the provisions of Paragraph I-E and F, 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.

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 all construction costs, engineering fees, attorney fees, testing expenses, penalties, forfeitures and default charges, and miscellaneous costs such as interest on warrants to date of levy of special assessments and fiscal agent's warrant fees and bond fees.
- 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
- 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. That City will forbear from commencing annexation proceedings immediately upon Developer's filing of a plat of the area to be developed and will defer City's annexation, if any, of the area to be developed until after January 1, 1993. Nothing in this agreement shall be construed so as to obligate the City to annex the area to be developed, or any part thereof.

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 therefor.
- B. 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.
- C. Not less than thirty (30) days 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) A separate itemization of all other costs of the project, including but not limited to engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date and the estimated fiscal agent's levy of special assessments, warrant fees and bond fees. District agrees to obtain written approval of City of proposed assessment schedules

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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.

- D. The District shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereon 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. In the event the District fails to make its annual tax levy as outlined herein the City of Papillion, through the Building Inspector's Office, shall have the right to withhold the granting of any building permits and/or occupancy permits until the provisions of paragraph VI of this agreement have been complied with. This option on behalf of the City shall not preclude the City from exercising any other legal or equitable remedies at law or otherwise to compel performance or for breach of this agreement.

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. 143. The fee shall be allocated to special assessments and general obligation bonds 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 District created by Developer is shown on Exhibit "A".

X.

District and Developer agree to pay the total amount of capital facilities charges to the City at the rate of One Thousand Dollars (\$1,000.00) per platted lot or its equivalent by making payments in warrants. The District, Developer and

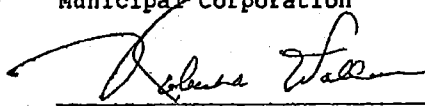
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City agree that where phased construction is contemplated the City will delay registration on said warrants with the County Treasurer in proportion to the area of the individual phases. In no case shall registration be delayed past the time when final construction plans of any phase are submitted to the City for approval. City agrees to use the capital facilities charge proceeds for City of Papillion water system facilities, which proceeds shall be used and allocated at the sole discretion of the City as required to maintain service. Not less than fifty per cent (50%) of the capital facilities charge shall be specially assessed.

XI.

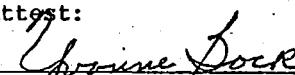
It is the intent of the parties hereto that this agreement shall not allow the District to develop or construct public improvements on any lots except those specifically identified in this agreement in the absence of a supplemental or new Subdivision Agreement between the District and the City, and the District shall not add to its development area by platting, replatting or annexation of additional lots or area without prior approval of the City.

CITY OF PAPIILLION, A Nebraska
Municipal Corporation



Mayor


Attest:



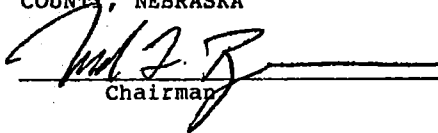
City Clerk



Attest:



SANITARY AND IMPROVEMENT
DISTRICT NO. 143 OF SARPY
COUNTY, NEBRASKA



Chairman

WESTGATE PLAZA, INC.,
a Nebraska Corporation



Corporate President

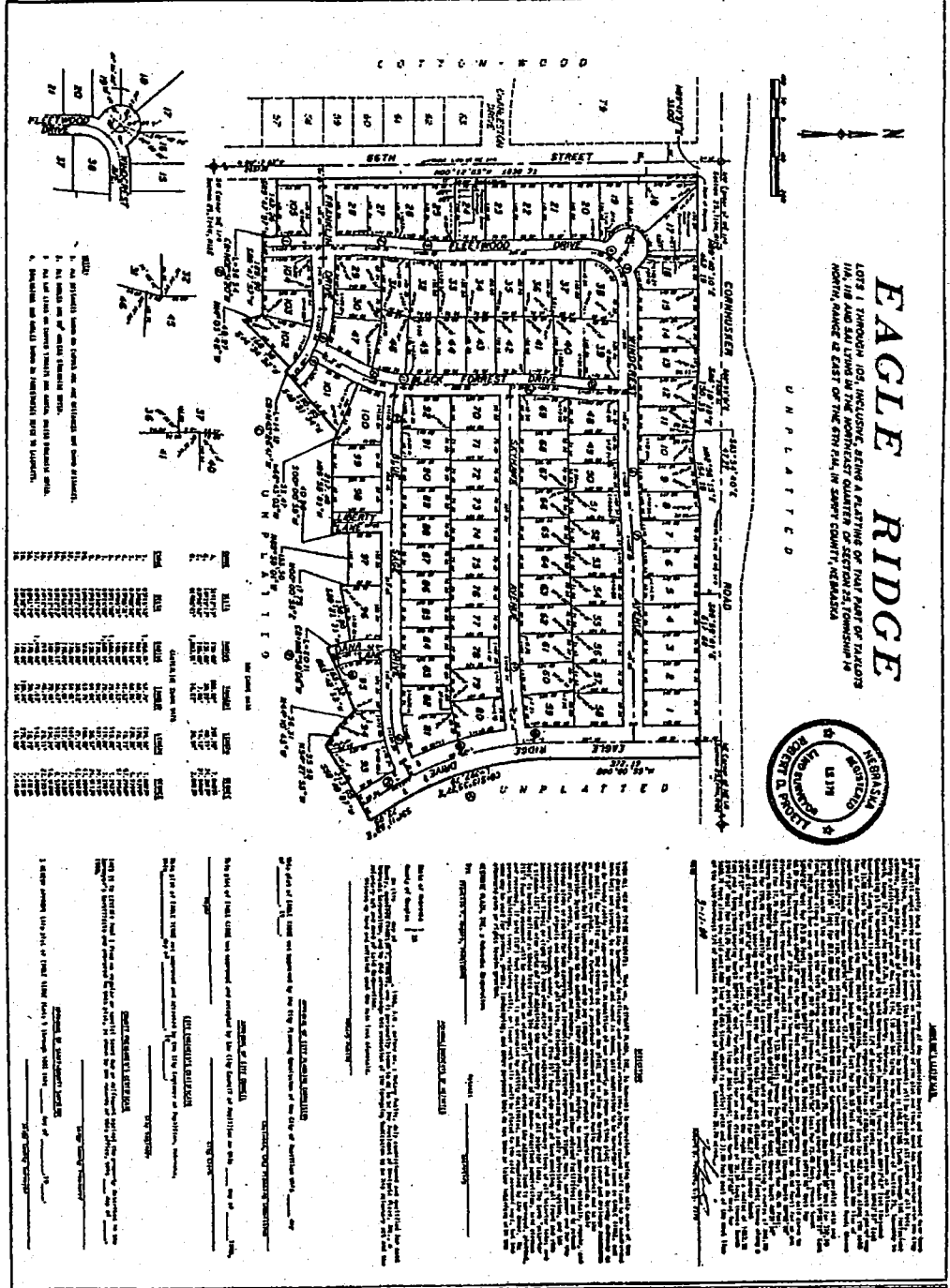
V

EAGLE RIDGE

UNPLATTED



LOTS 1 THROUGH 105, INCLUDING A PORTION OF PART PART OF TOWNSHIP 14 NORTH, RANGE 42 EAST OF THE 5TH P.M., IN SHERIDAN COUNTY, NEBRASKA



- NOTES:
1. All distances shown on this plat are in feet and inches unless otherwise stated.
 2. All bearings are given in degrees, minutes and seconds.
 3. All lot areas are given in acres, square feet and square inches.
 4. Bearings are given in true north unless otherwise stated.

LOT	AREA	ACRES	FRONT	REAR	LEFT	RIGHT
1	100.00	2.28	100.00	100.00	100.00	100.00
2	100.00	2.28	100.00	100.00	100.00	100.00
3	100.00	2.28	100.00	100.00	100.00	100.00
4	100.00	2.28	100.00	100.00	100.00	100.00
5	100.00	2.28	100.00	100.00	100.00	100.00
6	100.00	2.28	100.00	100.00	100.00	100.00
7	100.00	2.28	100.00	100.00	100.00	100.00
8	100.00	2.28	100.00	100.00	100.00	100.00
9	100.00	2.28	100.00	100.00	100.00	100.00
10	100.00	2.28	100.00	100.00	100.00	100.00
11	100.00	2.28	100.00	100.00	100.00	100.00
12	100.00	2.28	100.00	100.00	100.00	100.00
13	100.00	2.28	100.00	100.00	100.00	100.00
14	100.00	2.28	100.00	100.00	100.00	100.00
15	100.00	2.28	100.00	100.00	100.00	100.00
16	100.00	2.28	100.00	100.00	100.00	100.00
17	100.00	2.28	100.00	100.00	100.00	100.00
18	100.00	2.28	100.00	100.00	100.00	100.00
19	100.00	2.28	100.00	100.00	100.00	100.00
20	100.00	2.28	100.00	100.00	100.00	100.00
21	100.00	2.28	100.00	100.00	100.00	100.00
22	100.00	2.28	100.00	100.00	100.00	100.00
23	100.00	2.28	100.00	100.00	100.00	100.00
24	100.00	2.28	100.00	100.00	100.00	100.00
25	100.00	2.28	100.00	100.00	100.00	100.00
26	100.00	2.28	100.00	100.00	100.00	100.00
27	100.00	2.28	100.00	100.00	100.00	100.00
28	100.00	2.28	100.00	100.00	100.00	100.00
29	100.00	2.28	100.00	100.00	100.00	100.00
30	100.00	2.28	100.00	100.00	100.00	100.00
31	100.00	2.28	100.00	100.00	100.00	100.00
32	100.00	2.28	100.00	100.00	100.00	100.00
33	100.00	2.28	100.00	100.00	100.00	100.00
34	100.00	2.28	100.00	100.00	100.00	100.00
35	100.00	2.28	100.00	100.00	100.00	100.00
36	100.00	2.28	100.00	100.00	100.00	100.00
37	100.00	2.28	100.00	100.00	100.00	100.00
38	100.00	2.28	100.00	100.00	100.00	100.00
39	100.00	2.28	100.00	100.00	100.00	100.00
40	100.00	2.28	100.00	100.00	100.00	100.00
41	100.00	2.28	100.00	100.00	100.00	100.00
42	100.00	2.28	100.00	100.00	100.00	100.00
43	100.00	2.28	100.00	100.00	100.00	100.00
44	100.00	2.28	100.00	100.00	100.00	100.00
45	100.00	2.28	100.00	100.00	100.00	100.00
46	100.00	2.28	100.00	100.00	100.00	100.00
47	100.00	2.28	100.00	100.00	100.00	100.00
48	100.00	2.28	100.00	100.00	100.00	100.00
49	100.00	2.28	100.00	100.00	100.00	100.00
50	100.00	2.28	100.00	100.00	100.00	100.00
51	100.00	2.28	100.00	100.00	100.00	100.00
52	100.00	2.28	100.00	100.00	100.00	100.00
53	100.00	2.28	100.00	100.00	100.00	100.00
54	100.00	2.28	100.00	100.00	100.00	100.00
55	100.00	2.28	100.00	100.00	100.00	100.00
56	100.00	2.28	100.00	100.00	100.00	100.00
57	100.00	2.28	100.00	100.00	100.00	100.00
58	100.00	2.28	100.00	100.00	100.00	100.00
59	100.00	2.28	100.00	100.00	100.00	100.00
60	100.00	2.28	100.00	100.00	100.00	100.00
61	100.00	2.28	100.00	100.00	100.00	100.00
62	100.00	2.28	100.00	100.00	100.00	100.00
63	100.00	2.28	100.00	100.00	100.00	100.00
64	100.00	2.28	100.00	100.00	100.00	100.00
65	100.00	2.28	100.00	100.00	100.00	100.00
66	100.00	2.28	100.00	100.00	100.00	100.00
67	100.00	2.28	100.00	100.00	100.00	100.00
68	100.00	2.28	100.00	100.00	100.00	100.00
69	100.00	2.28	100.00	100.00	100.00	100.00
70	100.00	2.28	100.00	100.00	100.00	100.00
71	100.00	2.28	100.00	100.00	100.00	100.00
72	100.00	2.28	100.00	100.00	100.00	100.00
73	100.00	2.28	100.00	100.00	100.00	100.00
74	100.00	2.28	100.00	100.00	100.00	100.00
75	100.00	2.28	100.00	100.00	100.00	100.00
76	100.00	2.28	100.00	100.00	100.00	100.00
77	100.00	2.28	100.00	100.00	100.00	100.00
78	100.00	2.28	100.00	100.00	100.00	100.00
79	100.00	2.28	100.00	100.00	100.00	100.00
80	100.00	2.28	100.00	100.00	100.00	100.00
81	100.00	2.28	100.00	100.00	100.00	100.00
82	100.00	2.28	100.00	100.00	100.00	100.00
83	100.00	2.28	100.00	100.00	100.00	100.00
84	100.00	2.28	100.00	100.00	100.00	100.00
85	100.00	2.28	100.00	100.00	100.00	100.00
86	100.00	2.28	100.00	100.00	100.00	100.00
87	100.00	2.28	100.00	100.00	100.00	100.00
88	100.00	2.28	100.00	100.00	100.00	100.00
89	100.00	2.28	100.00	100.00	100.00	100.00
90	100.00	2.28	100.00	100.00	100.00	100.00
91	100.00	2.28	100.00	100.00	100.00	100.00
92	100.00	2.28	100.00	100.00	100.00	100.00
93	100.00	2.28	100.00	100.00	100.00	100.00
94	100.00	2.28	100.00	100.00	100.00	100.00
95	100.00	2.28	100.00	100.00	100.00	100.00

SECTION 1

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Nebraska

SECTION 2

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Nebraska

SECTION 3

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Nebraska

W

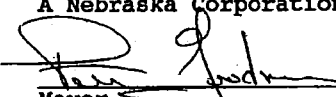
EAGLE RIDGE
ADDENDUM TO SUBDIVISION AGREEMENT

WHEREAS, on May 17, 1988, a Subdivision Agreement was entered into by Westgate Plaza, Inc., a Nebraska corporation, (hereinafter referred to as DEVELOPER; Sanitary & Improvement District No. 143 of Sarpy County (hereinafter referred to as DISTRICT) and the City of Papillion, a municipal corporation (hereinafter referred to as CITY), and

WHEREAS, the parties to said Subdivision Agreement desire to enter into an Addendum to show additional property to be considered within the boundaries of the Sanitary & Improvement District and which additional lots shall be affected by the terms of said Subdivision Agreement,


NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties that Paragraph IX of said May 17, 1988, Subdivision Agreement be amended to show the inclusion of Lots 106 through 196 inclusive, being a platting of part of Tax Lots 11A, 11B and 12, lying in the East 1/2 of Section 25, Township 14 North, Range 12 East of the 6th p.m., in Sarpy County, Nebraska as surveyed, platted and recorded, to be within the boundaries of Sanitary & Improvement District No. 143.

CITY OF PAPIILLION
A Nebraska Corporation



Mayor

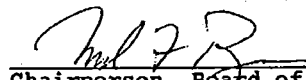
Attest:



City Clerk

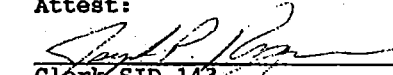


SANITARY IMPROVEMENT DISTRICT NO. 143



Chairperson, Board of Trustees

Attest:



Clerk SID 143

WESTGATE PLAZA, INC.,
A Nebraska Corporation



Corporation President

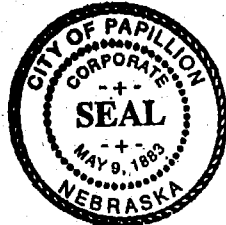
X

**EAGLE RIDGE
ADDENDUM TO SUBDIVISION AGREEMENT**

WHEREAS, on May 17, 1988, a Subdivision Agreement was entered into by Westgate Plaza, Inc., a Nebraska corporation, (hereinafter referred to as DEVELOPER; SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY (hereinafter referred to as DISTRICT) and the CITY OF PAPIILLION, a municipal corporation, (hereinafter referred as CITY), and

WHEREAS, the parties to said Subdivision Agreement desire to entered into an Addendum to show additional property to be considered within the boundaries of the Santiary & Improvement District and which additional lots shall be affected by the terms of said Subdivision Agreement,

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties that Paragraph IX of said May 17, 1988, Subdivision Agreement be amended to show the inclusion of Lots Lots 197 through 261 and Lots 143 and 144, inclusive, being a platting of part of Tax Lots 11A and 5A1 lying in the NE 1/4 of Section 25, T14N, R12E of the Sixth P.M. in Sarpy County, Nebraska, as surveyed, platted and recorded, to be within the boundaries of Sanitary & Improvement District No. 143.



Attest:

Christine A. Myers
City Clerk

CITY OF PAPIILLION, A Nebraska
Municipal Corporation,

Paul J. Ryan
MAYOR

Approved by City Council:
July 5, 1994

Attest:

Joseph P. Ryan
Clerk SID 143

SANITARY AND IMPROVEMENT
DISTRICT NO. 143

Paul J. Ryan
Chairperson, Board of Trustees

Approved by Board of Trustees
July 28, 1994

WESTGATE PLAZA, INC.,
A Nebraska Corporation

Paul J. Ryan
Corporation President

Y

**EAGLE RIDGE
ADDENDUM TO SUBDIVISION AGREEMENT**

WHEREAS, on May 17, 1988, a Subdivision agreement was entered into by WESTGATE PLAZA, INC., a Nebraska corporation, (hereinafter referred to as DEVELOPER); SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY, NEBRASKA, (hereinafter referred to as DISTRICT) and the CITY OF PAPIILLION, a municipal corporation, (hereinafter referred to as CITY), and

WHEREAS, the parties to said Subdivision Agreement desire to enter into an Addendum to show additional property to be considered within the boundaries of the Sanitary & Improvement District and which additional lots shall be affected by the terms of said Subdivision Agreement, and

WHEREAS, the District has agreed to purchase Lot 278 of Eagle Ridge (which shall be come a public park of the District) and the Developer has agreed to sell such lot for a total price of \$144,100.00. One hundred percent (100%) of the entire cost of the public park improvements in an amount not to exceed \$246,400.00 may also be allocated by the District for improvements to the park, once acquired, and may be a general obligation of the District. All such improvements to the park shall be coordinated with and approved by the Parks and Recreation Department of the City.

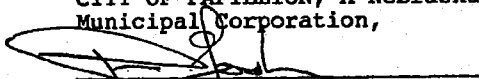
NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties that Paragraph IX of the May 17, 1988, Subdivision Agreement be amended as follows:

1. To show the inclusion of Lots 262 through 403, Eagle Ridge Subdivision, inclusive being a platting of Tax Lots 4A2, 4B, 8A1 and part of 4A1A, 12, 12A1A and 13, lying in the NE 1/4 of Sec. 25, T14N, R12E of the Sixth P.M. in Sarpy County, Nebraska, as surveyed, platted and recorded to be within the boundaries of Sanitary & Improvement District No. 143.
2. That in the event Sanitary & Improvement District No. 143, by and through the actions of its Board of Trustees, takes any steps or initiates any action to refinance or restructure the debt of the District or to seek any type of voluntary, or is subjected to involuntary, relief or proceedings pursuant to the United States Bankruptcy Code that the Board of Trustees will give actual prior notice of said actions or proceedings by certified, return receipt mail to the City Clerk of the City of Papillion not less than thirty (30) days before the commencement of said refinancing, debt restructuring or voluntary relief under the United States Bankruptcy Code is initiated. In the event of involuntary bankruptcy proceedings the Sanitary & Improvement District shall give to the City Clerk of the City of Papillion notice by certified,

Z

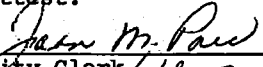
return receipt mail within ten (10) days of the date of the commencement of said involuntary proceedings.

CITY OF PAPILLION, A Nebraska Municipal Corporation,



PETE GOODMAN, Mayor

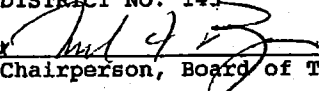
Attest:



Joan M. Paul
City Clerk/Deputy

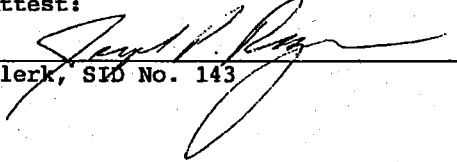
Approved by the City Council
____ day of _____, 1995.

SANITARY AND IMPROVEMENT DISTRICT NO. 143



Chairperson, Board of Trustees

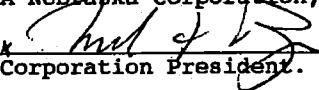
Attest:



Clerk, SID No. 143

Approved by Board of Trustees
18th day of May, 1995

WESTGATE PLAZA, INC.,
A Nebraska Corporation,



Corporation President.

Aa

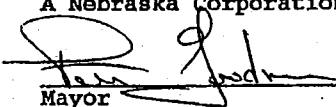
EAGLE RIDGE
ADDENDUM TO SUBDIVISION AGREEMENT

WHEREAS, on May 17, 1988, a Subdivision Agreement was entered into by Westgate Plaza, Inc., a Nebraska corporation, (hereinafter referred to as DEVELOPER; Sanitary & Improvement District No. 143 of Sarpy County (hereinafter referred to as DISTRICT) and the City of Papillion, a municipal corporation (hereinafter referred to as CITY), and

WHEREAS, the parties to said Subdivision Agreement desire to enter into an Addendum to show additional property to be considered within the boundaries of the Sanitary & Improvement District and which additional lots shall be affected by the terms of said Subdivision Agreement,


NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties that Paragraph IX of said May 17, 1988, Subdivision Agreement be amended to show the inclusion of Lots 106 through 196 inclusive, being a platting of part of Tax Lots 11A, 11B and 12, lying in the East 1/2 of Section 25, Township 14 North, Range 12 East of the 6th p.m., in Sarpy County, Nebraska as surveyed, platted and recorded, to be within the boundaries of Sanitary & Improvement District No. 143.

CITY OF PAPIILLION
A Nebraska Corporation



Mayor

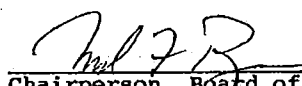
Attest:



City Clerk

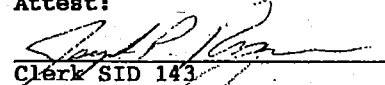


SANITARY IMPROVEMENT DISTRICT NO. 143



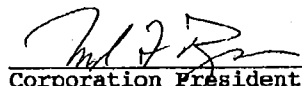
Chairperson, Board of Trustees

Attest:



Clerk SID 143

WESTGATE PLAZA, INC.,
A Nebraska Corporation



Corporation President

Ab

EAGLE RIDGE VILLAGE

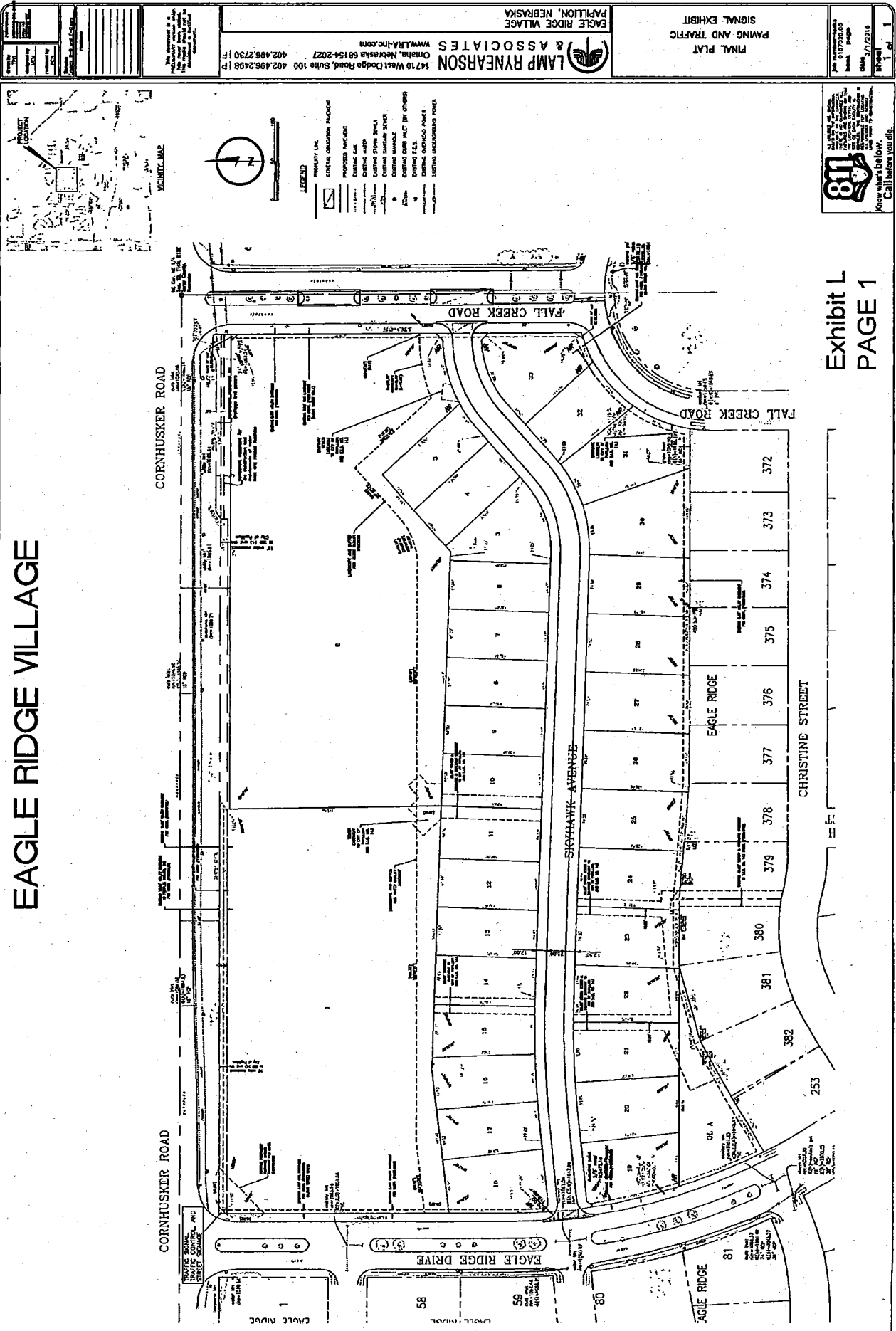


Exhibit L
PAGE 1

FINAL PLAN
PAVING AND TRAFFIC
SIGNAL EXHIBIT

LAMP HYNEMARSON & ASSOCIATES
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
402.498.2498
WWW.LHA-INC.COM

EAGLE RIDGE VILLAGE
PAPILLON, NEBRASKA



Ac

EAGLE RIDGE VILLAGE

FINAL FLAT
SANITARY SEWER AND WATER EXHIBIT

LAMP RYNEARSON & ASSOCIATES
14710 West Dodge Road, Suite 100 402.498.2498
Omaha, Nebraska 68154-2027
www.lra-ri.com

EAGLE RIDGE VILLAGE
PAPILLON, NEBRASKA

Scale: 1" = 100'-0"
Date: 3/1/2015
Sheet: 1 of 1

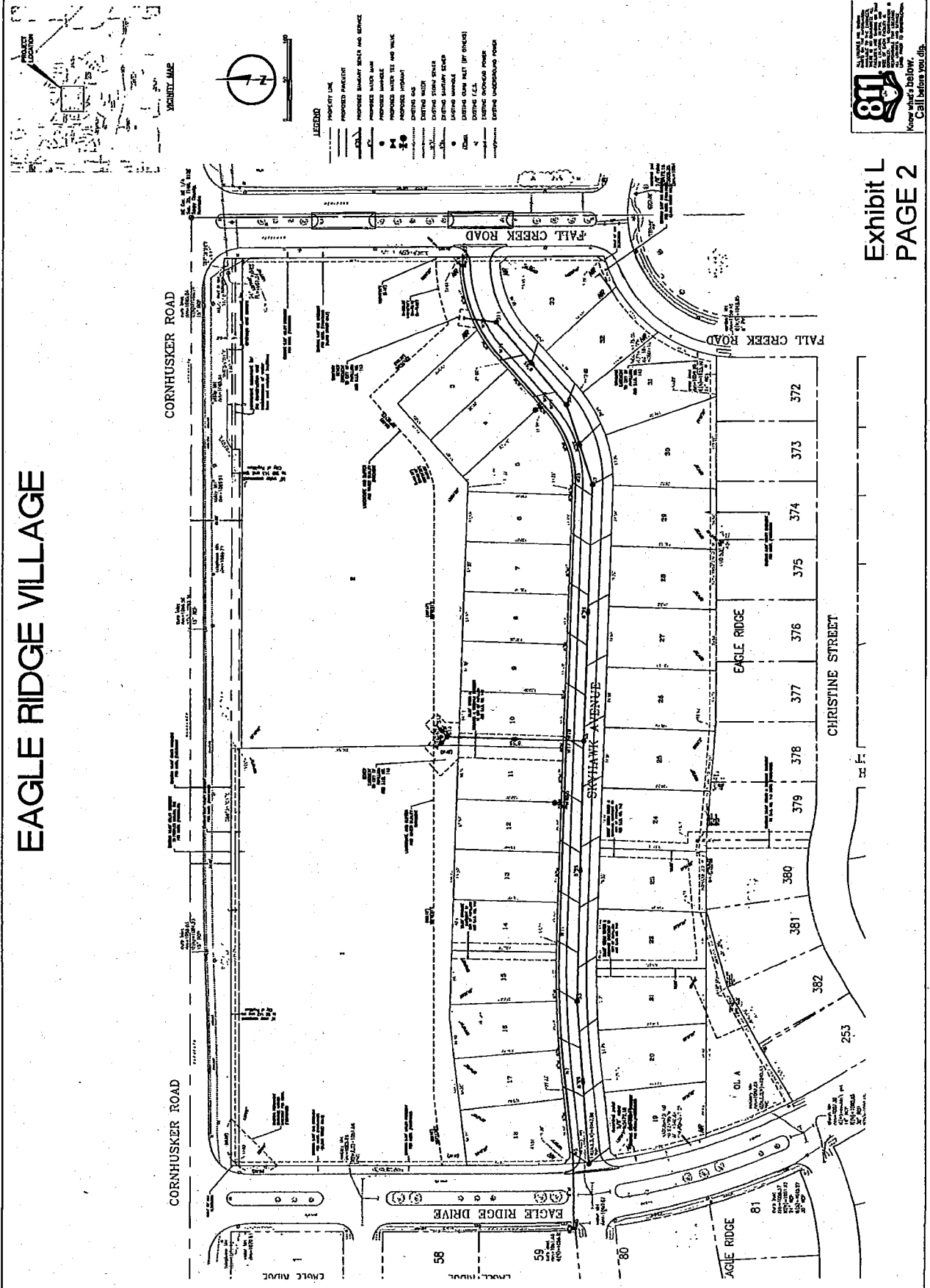
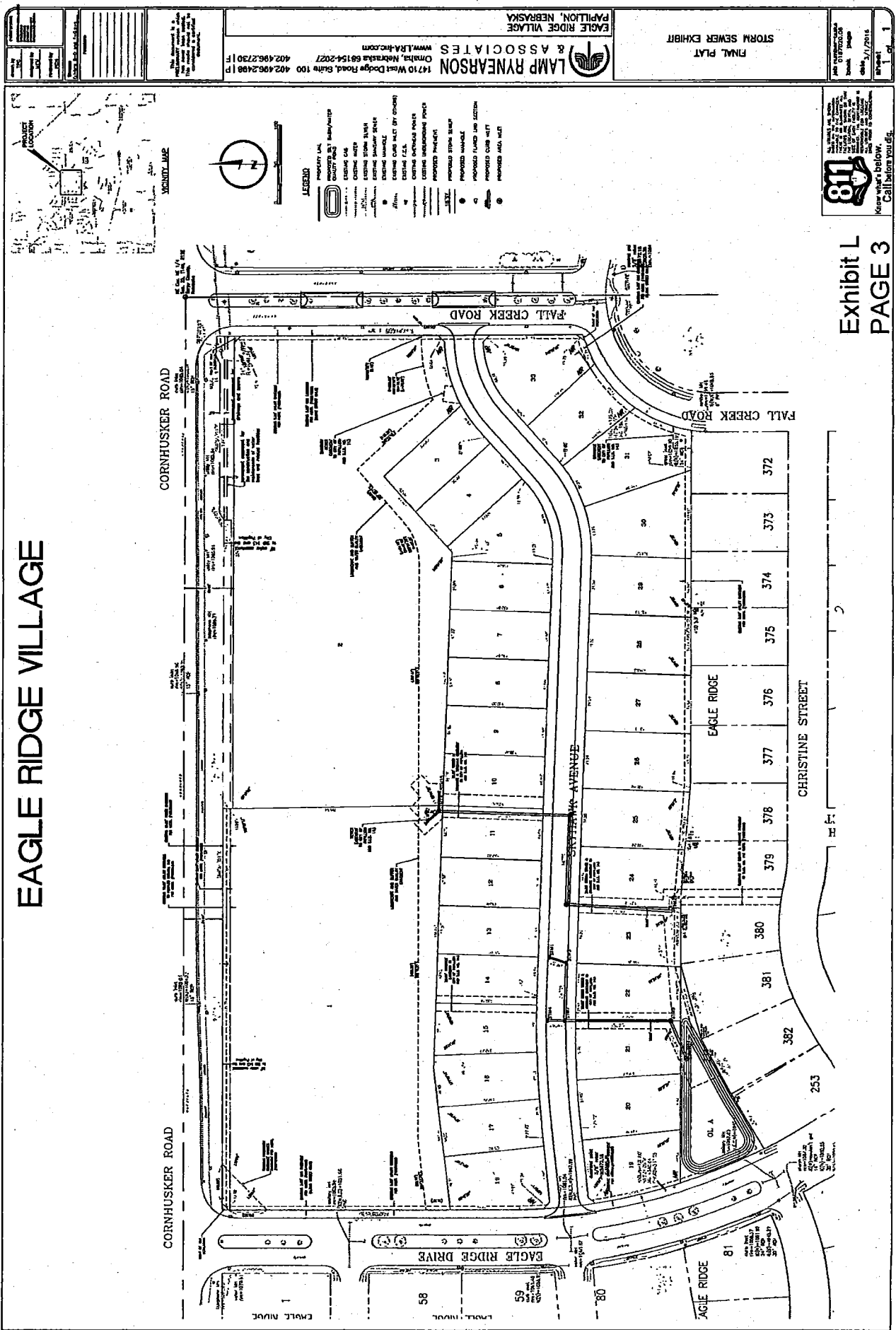


Exhibit L
PAGE 2



Ad

EAGLE RIDGE VILLAGE



811
Know what's below.
Call before you dig.

Exhibit L
PAGE 3

FINAL PLAN
STORM SEWER EXHIBIT

EAGLE RIDGE VILLAGE
PAPILLON, NEBRASKA



LAMP RYNEARSON & ASSOCIATES
Omaha, Nebraska 68154-2027
www.LRA-inc.com
14710 West Dodge Road, Suite 100 402.496.2198 P
402.496.2750 F

PROJECT NO. 15-028

NO.	DATE	DESCRIPTION	BY
1		PRELIMINARY PLAN	
2		FINAL PLAN	

EAGLE RIDGE VILLAGE

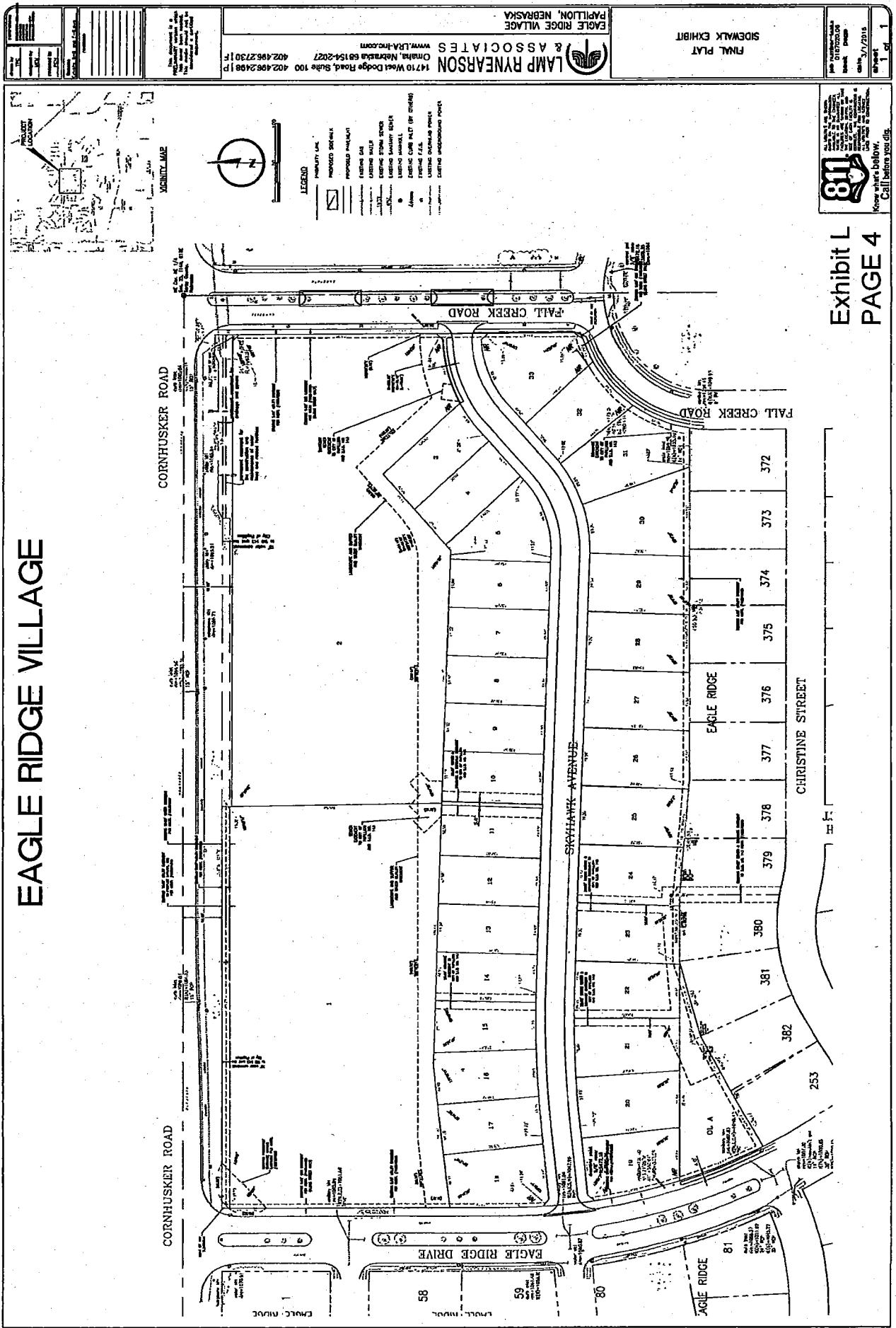


Exhibit L
PAGE 4

811
Know what's below. Call before you dig.

Call before you dig. 811 Nebraska. 800.447.2434. 811nebraska.com

FINAL EXHIBIT
SIDEWALK EXHIBIT

LAMP RYNEARSON & ASSOCIATES
14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2027
402.495.2301
www.lra-inc.com

EAGLE RIDGE VILLAGE
PAPILLON, NEBRASKA

Ae

AF

EAGLE RIDGE VILLAGE

LAMP RYNEARSON & ASSOCIATES
 14710 West Dodge Road, Suite 100 402.495.2498
 Omaha, Nebraska 68154-2027
 www.lra-inc.com

EAGLE RIDGE VILLAGE
 PAVILLON, NEBRASKA

FINAL PLAN
 SEDIMENT AND/OR DETENTION EXHIBIT

8/1/2018
 1
 1

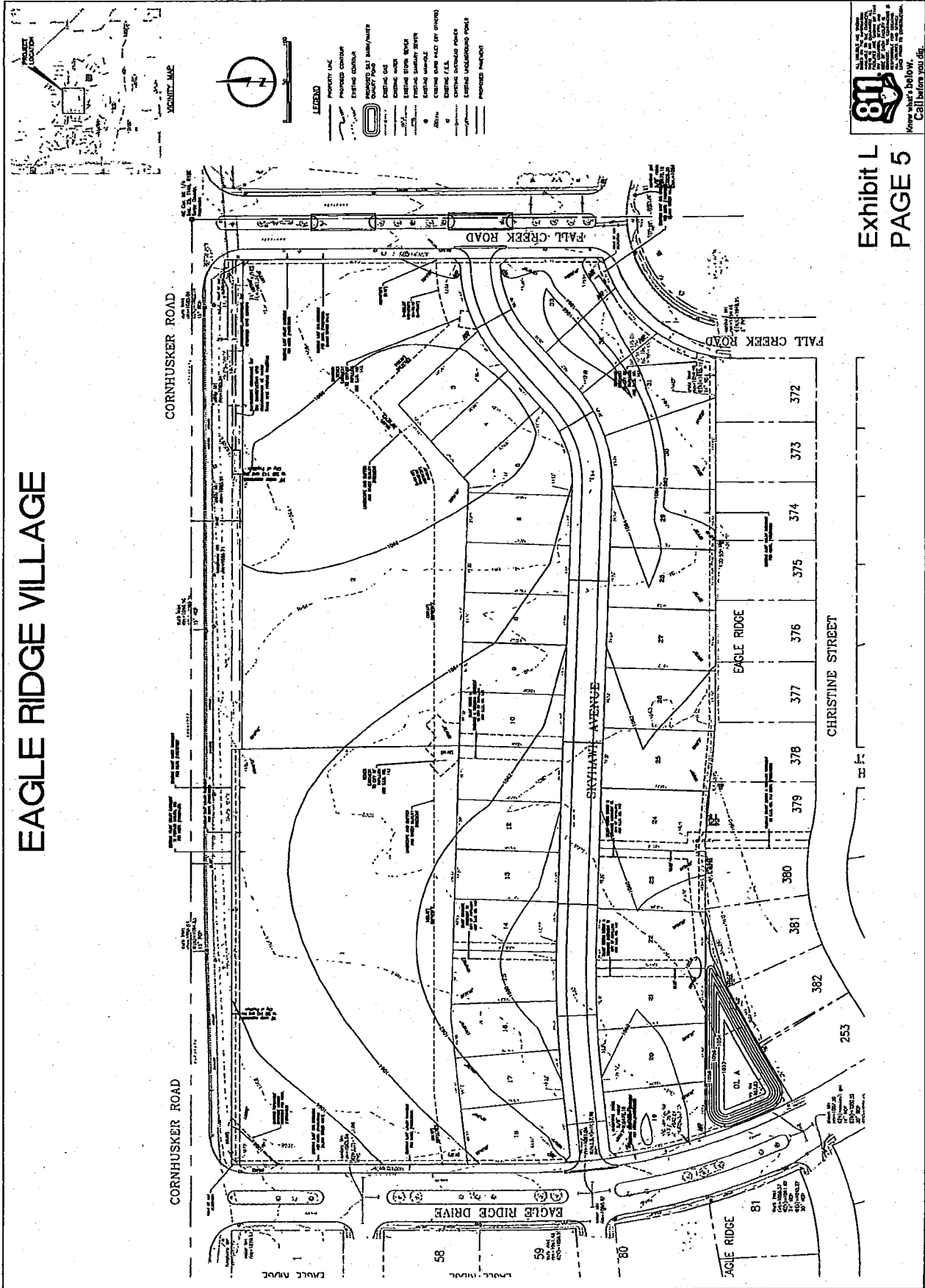
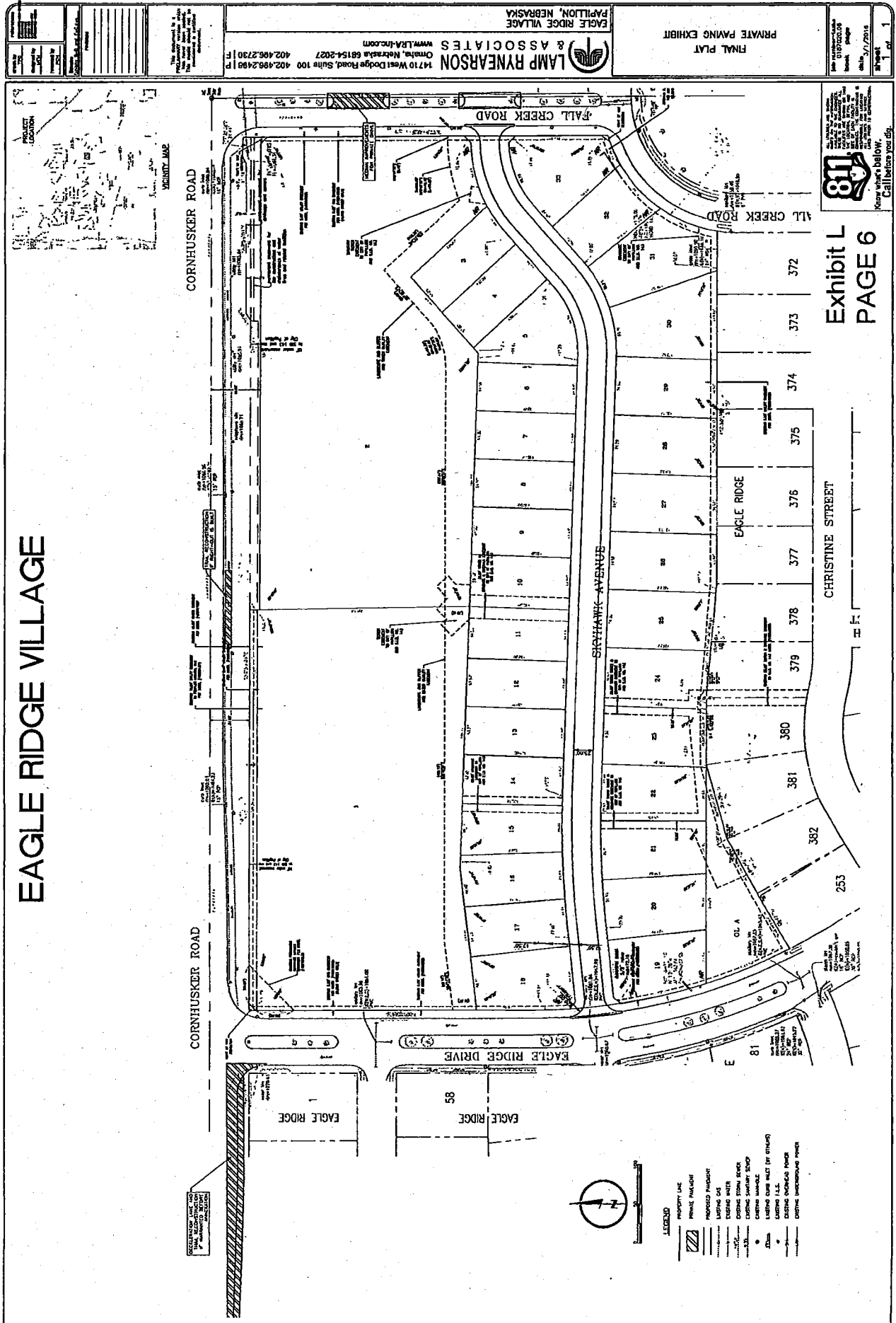


Exhibit L
 PAGE 5

Ag

EAGLE RIDGE VILLAGE



Ah

S.I.D. Cost Estimate

Eagle Ridge Village - Final Plat

0187020.06-003

SID No.: 143

3/7/2016

**Exhibit
M**

Ai

ORDER OF MAGNITUDE COST ESTIMATE FINAL PLAT SOURCE AND USE OF FUNDS EXHIBIT M

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable	Private
SANITARY SEWER								
Interior	1314	LF	\$111,100.00	\$158,500.00	\$7,100.00	\$151,400.00	\$0.00	
Connection Fees	0	Lots	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
STORM SEWER								
	1050	LF	\$117,100.00	\$172,400.00	\$172,400.00	\$0.00	\$0.00	
PAVING								
Minor	3540	SY	\$172,600.00	\$232,800.00	\$55,600.00	\$177,200.00	\$0.00	
Traffic Signal	1	EA	\$187,000.00	\$268,300.00	\$158,900.00	\$0.00	\$109,400.00	
PRIVATE*								
Fall Creek Median Break (north)	180	SY	\$13,300.00	\$17,900.00	\$0.00	\$0.00	\$0.00	\$17,900.00
Decel and Trails	700	SY	\$149,300.00	\$217,700.00	\$0.00	\$0.00	\$0.00	\$217,700.00
SIDEWALKS								
	1120	SF	\$6,000.00	\$8,300.00	\$8,300.00	\$0.00	\$0.00	
PARKS								
Acquisition	0.0	AC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Improvements	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
WATER								
Interior	1250	LF	\$82,900.00	\$115,500.00	\$0.00	\$115,500.00	\$0.00	
Off-Site	0	LF					\$0.00	
Capital Facilities Charges	31	Lots	\$59,500.00	\$67,000.00	\$33,500.00	\$33,500.00	\$0.00	
POWER								
	31	Lots	\$65,800.00	\$90,100.00	\$0.00	\$90,100.00	\$0.00	
PLAN REVIEW FEE								
	1	%	\$8,300.00	\$9,300.00	\$3,318.82	\$4,323.30	\$0.00	\$1,657.89

Total	\$972,900.00	\$1,357,800.00	\$439,118.82	\$572,023.30	\$109,400.00	\$235,600.00
Totals with <u>GO CAP</u>	\$972,900.00	\$1,357,800.00	\$412,000.00	\$600,800.00	\$109,400.00	\$235,600.00

*PRIVATE These costs will be paid privately and are not assessed to the SID.

Total Acres	15.17		
Calculated Specials per Lot	\$10,800.00	Used Specials per Lot	\$19,400.00
Commercial Acres	6.68	Commercial Acres	6.68
Calculated Specials/Acre	\$39,600.00	Used Specials/Acre	\$0.00
Calculated Commercial Specials	\$264,500.00	Used Commercial Specials	\$0.00

AJ

DEBT RATIO

ASSUMPTIONS

Average market Value Per Residential Home (R2)	=	<input type="text" value="\$225,000.00"/>	\$275,000.00
Residential Home Land Value	=	<input type="text" value="\$50,000.00"/>	
Average market Value Per Villa Home (R3)	=	<input type="text" value="\$210,000.00"/>	\$250,000.00
Villa Home Land Value	=	<input type="text" value="\$40,000.00"/>	
Commercial Land Value per square foot	=	<input type="text" value="\$9.75"/>	\$100.00
Commercial Building Value per square foot	=	<input type="text" value="\$90.25"/>	

ASSESSABLE VALUATION

Residential Home	<input type="text" value="15"/>	Units =	\$225,000.00 =	\$3,375,000.00
Villa Home	<input type="text" value="16"/>	Units =	\$210,000.00 =	\$3,360,000.00
Residential Lot	<input type="text" value="15"/>	Units =	\$50,000.00 =	\$750,000.00
Villa Lot	<input type="text" value="16"/>	Units =	\$40,000.00 =	\$640,000.00
Commercial Land	<input type="text" value="7.00"/>	AC =	\$424,710.00 =	\$2,972,970.00
Commercial Building (actual sf based on layout)	<input type="text" value="49,028"/>	SF =	\$90.25 =	\$4,424,777.00
			Total 100% Valuation =	\$15,522,747.00
			Total 95% Valuation =	\$14,746,609.65
			DEBT RATIO =	<input type="text" value="2.79%"/>

AK

SANITARY SEWER - INTERIOR

Assumptions/Comments:



Assume connection fees paid at original time of platting
 Assume 12 feet average for manholes

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CONSTRUCT 6" SANITARY SEWER PIPE	912	LF	\$20.00	\$18,240.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	1,314	LF	\$22.00	\$28,908.00
3	CONSTRUCT 54" I.D. SANITARY MANHOLE (7 EACH)	84	VF	\$300.00	\$25,200.00
4	CONSTRUCT 8" X 6" WYE	27	EA	\$75.00	\$2,025.00
5	CONSTRUCT 8" PIPE PLUG	3	EA	\$75.00	\$225.00
6	CURB INLET PROTECTION	4	EA	\$50.00	\$200.00
7	CONSTRUCT 54" I.D. SANITARY MANHOLE OVER EXISTING SANITARY PIPE (1 EACH)	13	VF	\$350.00	\$4,550.00
8	CONSTRUCT 6" MANHOLE STUBOUT	4	EA	\$75.00	\$300.00
10	CONSTRUCT 6" PIPE BEDDING	912	LF	\$3.00	\$2,736.00
11	CONSTRUCT 8" PIPE BEDDING	1,314	LF	\$3.50	\$4,599.00
12	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	250	TN	\$22.00	\$5,500.00
13	ROLLED EROSION CONTROL, TYPE I	200	SY	\$3.00	\$600.00
14	CLEANOUT SILT FENCE	700	LF	\$1.00	\$700.00
15	CONSTRUCT SILT FENCE	700	LF	\$3.00	\$2,100.00
16	REMOVE SILT FENCE	700	LF	\$1.00	\$700.00
	CONTINGENCY	15%		\$96,583.00	\$14,487.45

Estimated Construction Costs: \$111,070.45

Estimated Soft Costs

Engineering Design and Construction Administration: \$22,214.09
 Geotechnical and Testing: \$2,221.41
 Legal: \$5,553.52
 Fiscal: \$7,052.97
 Interest: \$10,367.87
 Duration (Months)

Total Estimated Soft Costs: 43% \$47,409.87

Total Estimated Costs: \$158,480.32

AI

SANITARY SEWER - INTERIOR G.O.

Assumptions/Comments:

Erosion control items are GO

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . CONSTRUCT 8" SANITARY SEWER PIPE	0	LF	\$20.00	\$0.00
2 . CONSTRUCT 8" SANITARY SEWER PIPE	0	LF	\$22.00	\$0.00
3 . CONSTRUCT 54" I.D. SANITARY MANHOLE (10 EACH)	0	VF	\$300.00	\$0.00
4 . CONSTRUCT 8" X 6" WYE	0	EA	\$75.00	\$0.00
5 . CONSTRUCT 8" PIPE PLUG	0	EA	\$75.00	\$0.00
6 . CURB INLET PROTECTION	4	EA	\$50.00	\$200.00
7 . CONSTRUCT 54" I.D. SANITARY MANHOLE OVER EXISTING SANITARY PIPE (1 EACH)	0	VF	\$350.00	\$0.00
8 . CONSTRUCT 8" MANHOLE STUBOUT	0	EA	\$75.00	\$0.00
10 . CONSTRUCT 8" PIPE BEDDING	0	LF	\$3.00	\$0.00
11 . CONSTRUCT 8" PIPE BEDDING	0	LF	\$3.50	\$0.00
12 . STABILIZATION TRENCH W/ CRUSHED LIMESTONE	0	TN	\$22.00	\$0.00
13 . ROLLED EROSION CONTROL, TYPE I	200	SY	\$3.00	\$600.00
14 . CLEANOUT SILT FENCE	700	LF	\$1.00	\$700.00
15 . CONSTRUCT SILT FENCE	700	LF	\$3.00	\$2,100.00
16 . REMOVE SILT FENCE	700	LF	\$1.00	\$700.00
CONTINGENCY	15%		\$4,300.00	\$645.00

Estimated Construction Costs: \$4,945.00

Estimated Soft Costs

Engineering Design and Construction Administration: \$989.00
 Geotechnical and Testing: \$98.90
 Legal: \$247.25
 Fiscal: \$314.01
 Interest: \$461.59
 Duration (Months)

Total Estimated Soft Costs: 43% \$2,110.75

Total Estimated Costs: \$7,055.75

Am

STORM SEWER

Assumptions/Comments:



Assume Commercial treats water quality on own lot.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CONSTRUCT 18" R.C.P., CLASS III	57	LF	\$35.00	\$1,995.00
2.	CONSTRUCT 24" R.C.P., CLASS III	342	LF	\$45.00	\$15,390.00
3.	CONSTRUCT 30" R.C.P., CLASS III	219	LF	\$60.00	\$13,140.00
4.	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	432	LF	\$80.00	\$34,560.00
5.	CONSTRUCT 18" PIPE BEDDING	57	LF	\$6.00	\$342.00
6.	CONSTRUCT 24" PIPE BEDDING	342	LF	\$7.00	\$2,394.00
7.	CONSTRUCT 30" PIPE BEDDING	219	LF	\$8.00	\$1,752.00
8.	CONSTRUCT 36" PIPE BEDDING	432	LF	\$10.00	\$4,320.00
9.	CONSTRUCT 60" I.D. FLATTOP MANHOLE (3 EACH)	15	VF	\$450.00	\$6,750.00
10.	CONSTRUCT 54" AREA INLET (1 EA)	5	VF	\$400.00	\$2,000.00
11.	CONSTRUCT 60" AREA INLET (1 EA)	5	VF	\$450.00	\$2,250.00
12.	CONSTRUCT 24" PIPE PLUG	2	EA	\$250.00	\$500.00
13.	CONSTRUCT 30" R.C. HORIZONTAL PIPE BEND	1	EA	\$500.00	\$500.00
14.	CONSTRUCT 24" R.C. FLARED END SECTION	1	EA	\$1,000.00	\$1,000.00
15.	CONSTRUCT MANHOLE RING COLLAR	1	EA	\$300.00	\$300.00
16.	CONSTRUCT WATER QUALITY POND OUTLET STRUCTURE	1	EA	\$5,000.00	\$5,000.00
17.	STABILIZE TRENCH W/ CRUSHED LIMESTONE	100	TN	\$23.00	\$2,300.00
18.	CONSTRUCT ROCK RIP-RAP - TYPE "C"	15	TON	\$47.00	\$705.00
19.	CONSTRUCT SILT FENCE	500	LF	\$3.00	\$1,500.00
20.	CLEANOUT SILT FENCE	500	LF	\$1.00	\$500.00
21.	REMOVE SILT FENCE	500	LF	\$1.00	\$500.00
	CONTINGENCY	20%		\$97,198.00	\$19,439.60

Estimated Construction Costs: \$117,137.60

Estimated Soft Costs

Engineering Design and Construction Administration:	\$29,284.40
Geotechnical and Testing:	\$1,171.38
Legal:	\$5,856.88
Fiscal:	\$7,672.51
Interest:	\$11,278.59
12 Duration (Months)	

Total Estimated Soft Costs: 47% \$55,263.76

Total Estimated Costs: \$172,401.36

An

STORM SEWER G.O.

Assumptions/Comments:



All storm sewer is GO

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . CONSTRUCT 18" R.C.P., CLASS III	57	LF	\$35.00	\$1,995.00
2 . CONSTRUCT 24" R.C.P., CLASS III	342	LF	\$45.00	\$15,390.00
3 . CONSTRUCT 30" R.C.P., CLASS III	219	LF	\$60.00	\$13,140.00
4 . CONSTRUCT 36" R.C.P., D(0.01) = 1,350	432	LF	\$80.00	\$34,560.00
5 . CONSTRUCT 18" PIPE BEDDING	57	LF	\$6.00	\$342.00
6 . CONSTRUCT 24" PIPE BEDDING	342	LF	\$7.00	\$2,394.00
7 . CONSTRUCT 30" PIPE BEDDING	219	LF	\$8.00	\$1,752.00
8 . CONSTRUCT 36" PIPE BEDDING	432	LF	\$10.00	\$4,320.00
9 . CONSTRUCT 60" I.D. FLATTOP MANHOLE (3 EACH)	15	VF	\$450.00	\$6,750.00
10 . CONSTRUCT 54" AREA INLET (1 EA)	5	VF	\$400.00	\$2,000.00
11 . CONSTRUCT 60" AREA INLET (1 EA)	5	VF	\$450.00	\$2,250.00
12 . CONSTRUCT 24" PIPE PLUG	2	EA	\$250.00	\$500.00
13 . CONSTRUCT 30" R.C. HORIZONTAL PIPE BEND	1	EA	\$500.00	\$500.00
14 . CONSTRUCT 24" R.C. FLARED END SECTION	1	EA	\$1,000.00	\$1,000.00
15 . CONSTRUCT MANHOLE RING COLLAR	1	EA	\$300.00	\$300.00
16 . CONSTRUCT WATER QUALITY POND OUTLET STRUCTURE	1	EA	\$5,000.00	\$5,000.00
17 . STABILIZE TRENCH W/ CRUSHED LIMESTONE	100	TN	\$23.00	\$2,300.00
18 . CONSTRUCT ROCK RIP-RAP - TYPE "C"	15	TON	\$47.00	\$705.00
19 . CONSTRUCT SILT FENCE	500	LF	\$3.00	\$1,500.00
20 . CLEANOUT SILT FENCE	500	LF	\$1.00	\$500.00
21 . REMOVE SILT FENCE	500	LF	\$1.00	\$500.00
CONTINGENCY	20%		\$97,198.00	\$19,439.60

Estimated Construction Costs: \$117,137.60

Estimated Soft Costs

Engineering Design and Construction Administration:	\$29,284.40
Geotechnical and Testing:	\$1,171.38
Legal:	\$5,856.88
Fiscal:	\$7,672.51
Interest:	\$11,278.59
12 Duration (Months)	

Total Estimated Soft Costs: 47% \$55,263.76

Total Estimated Costs: \$172,401.36

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PAVING MINOR

Assumptions/Comments:



Bid Items 16-23 cover costs associated with median cut in Fall Creek Road at Skyhawk Ave. (-\$10,000 including contingency)
No longer doing the NS public street

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . 7" PC CONCRETE PAVEMENT - TYPE L65	3,360	SY	\$30.00	\$100,800.00
2 . COMMON EARTH EXCAVATION	1,120	CY	\$2.50	\$2,800.00
4 . ADJUST MANHOLE TO GRADE (2 storm, 6 sanitary)	8	EA	\$300.00	\$2,400.00
5 . CONSTRUCT THICKENED EDGE	135	LF	\$10.00	\$1,350.00
6 . CONSTRUCT CURB INLET	4	EA	\$2,800.00	\$11,200.00
7 . CONSTRUCT EXTERNAL FRAME SEALS	8	EA	\$350.00	\$2,800.00
8 . SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$1,000.00	\$1,000.00
9 . STRAW MULCH	1	AC	\$1,000.00	\$1,000.00
10 . CONSTRUCT SILT FENCE	700	LF	\$3.50	\$2,450.00
11 . CLEANOUT SILT FENCE	700	LF	\$1.00	\$700.00
12 . REMOVE SILT FENCE	700	LF	\$1.00	\$700.00
13 . CLEANOUT SILT BASIN	850	CY	\$5.00	\$4,250.00
14 . JET EXISTING SANITARY SEWER	1,314	LF	\$1.00	\$1,314.00
15 . CONSTRUCT HANDICAP ACCESSIBLE RAMPS	7	EA	\$1,000.00	\$7,000.00
16 . REMOVE AND RESET TREES	2	EA	\$500.00	\$1,000.00
17 . SAWCUT PAVEMENT - FULL DEPTH	205	LF	\$3.00	\$615.00
18 . REMOVE COMBINATION CURB AND GUTTER	165	LF	\$3.00	\$495.00
19 . 8" CONCRETE PAVEMENT - TYPE L6	180	SY	\$35.00	\$6,300.00
20 . CONSTRUCT COMBINATION CURB AND GUTTER	60	LF	\$20.00	\$1,200.00
21 . COMMON EARTH EXCAVATION	60	SY	\$2.50	\$150.00
22 . SODDING	200	SF	\$1.00	\$200.00
23 . IRRIGATION RECONFIGURATION	1	LS	\$400.00	\$400.00
CONTINGENCY	15%		\$150,124.00	\$22,518.60

Estimated Construction Costs: \$172,642.60

Estimated Soft Costs

Engineering Design and Construction Administration:	\$25,896.39
Geotechnical and Testing:	\$3,452.85
Legal:	\$8,632.13
Fiscal:	\$10,531.20
Interest:	\$11,610.65
9 Duration (Months)	

Total Estimated Soft Costs: 35% \$60,123.22

Total Estimated Costs: \$232,765.82

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PAVING MINOR G.O.

Assumptions/Comments:



Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . 7" PC CONCRETE PAVEMENT - TYPE L65	140	SY	\$30.00	\$4,200.00
2 . COMMON EARTH EXCAVATION	47	CY	\$2.50	\$116.67
4 . ADJUST MANHOLE TO GRADE (2 storm, 6 sanitary)	2	EA	\$300.00	\$600.00
5 . CONSTRUCT THICKENED EDGE	135	LF	\$10.00	\$1,350.00
6 . CONSTRUCT CURB INLET	4	EA	\$2,800.00	\$11,200.00
7 . CONSTRUCT EXTERNAL FRAME SEALS	3	EA	\$350.00	\$1,050.00
8 . SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$1,000.00	\$1,000.00
9 . STRAW MULCH	1	AC	\$1,000.00	\$1,000.00
10 . CONSTRUCT SILT FENCE	700	LF	\$3.50	\$2,450.00
11 . CLEANOUT SILT FENCE	700	LF	\$1.00	\$700.00
12 . REMOVE SILT FENCE	700	LF	\$1.00	\$700.00
13 . CLEANOUT SILT BASIN	850	CY	\$5.00	\$4,250.00
14 . JET EXISTING SANITARY SEWER -	0	LF	\$1.00	\$0.00
15 . CONSTRUCT HANDICAP ACCESSIBLE RAMPS	0	EA	\$1,000.00	\$0.00
16 . REMOVE AND RESET TREES	0	EA	\$500.00	\$0.00
17 . SAWCUT PAVEMENT - FULL DEPTH	130	LF	\$3.00	\$390.00
18 . REMOVE COMBINATION CURB AND GUTTER	130	LF	\$3.00	\$390.00
19 . 8" CONCRETE PAVEMENT - TYPE L6	180	SY	\$35.00	\$6,300.00
20 . CONSTRUCT COMBINATION CURB AND GUTTER	0	LF	\$20.00	\$0.00
21 . COMMON EARTH EXCAVATION	60	SY	\$2.50	\$150.00
22 . SODDING	0	SF	\$1.00	\$0.00
23 . IRRIGATION RECONFIGURATION	0	LS	\$400.00	\$0.00
CONTINGENCY	15%		\$35,846.67	\$5,377.00

Estimated Construction Costs: \$41,223.67

Estimated Soft Costs

Engineering Design and Construction Administration:	\$6,183.55
Geotechnical and Testing:	\$824.47
Legal:	\$2,061.18
Fiscal:	\$2,514.64
Interest:	\$2,772.39
9 Duration (Months)	

Total Estimated Soft Costs: 35% \$14,356.24

Total Estimated Costs: \$55,579.91

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PAVING- PRIVATE

Assumptions/Comments:



Covers costs associated with median cut in Fall Creek Road at private commercial drive.

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. REMOVE AND RESET TREES	1	EA	\$500.00	\$500.00
2. SAWCUT PAVEMENT - FULL DEPTH	200	LF	\$3.00	\$600.00
3. REMOVE COMBINATION CURB AND GUTTER	160	LF	\$3.00	\$480.00
4. 8" CONCRETE PAVEMENT - TYPE L6	180	SY	\$45.00	\$8,100.00
5. CONSTRUCT COMBINATION CURB AND GUTTER	55	LF	\$20.00	\$1,100.00
6. COMMON EARTH EXCAVATION	60	SY	\$2.50	\$150.00
7. SODDING	200	SF	\$1.00	\$200.00
8. IRRIGATION RECONFIGURATION	1	LS	\$400.00	\$400.00
CONTINGENCY	15%		\$11,530.00	\$1,729.50

Estimated Construction Costs: \$13,259.50

Estimated Soft Costs

Engineering Design and Construction Administration:	\$1,988.93
Geotechnical and Testing:	\$265.19
Legal:	\$662.98
Fiscal:	\$908.83
Interest:	\$891.73
9 Duration (Months)	

Total Estimated Soft Costs: 35% \$4,617.65

Total Estimated Costs: \$17,877.15

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PAVING MAJOR - PRIVATE

Assumptions/Comments:

Includes decel lane at Eagle Ridge Drive and trail relocation at right-out location.
 This work would be delayed until the time of commercial development and only if warranted. This would all be considered a private cost prior to annexation.

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CLEARING AND GRUBBING GENERAL	1	LS	\$5,000.00	\$5,000.00
2. TRAFFIC SIGNAL UPDATES	0	LS	\$8,000.00	\$0.00
3. REMOVE AND REPLACE CURB INLET	1	EA	\$4,000.00	\$4,000.00
4. REMOVE AND REPLACE STREET LIGHT	2	EA	\$2,000.00	\$4,000.00
5. REMOVE AND REPLACE UTILITY PEDESTAL	1	EA	\$1,000.00	\$1,000.00
6. REMOVE PAVEMENT	100	SY	\$10.00	\$1,000.00
7. REMOVE CURB	430	LF	\$3.00	\$1,290.00
8. CONSTRUCT 8' WIDE, 5" CONCRETE SIDEWALK	3,400	SF	\$5.00	\$17,000.00
9. CONSTRUCT 2' WIDE, 5" COLORED CONCRETE SIDEWALK	650	SF	\$10.00	\$6,500.00
10. CONSTRUCT HANDICAP RAMP	2	EA	\$900.00	\$1,800.00
11. CONSTRUCT 15" R.C.P., CLASS III	15	LF	\$50.00	\$750.00
12. CONSTRUCT 15" PIPE BEDDING	15	LF	\$4.00	\$60.00
13. CONSTRUCT PCC COLLAR	1	EA	\$300.00	\$300.00
14. EARTHWORK (EXCAVATION)	233	CY	\$4.00	\$933.33
15. EARTHWORK (UNSUITABLE EXCAVATION)	100	CY	\$10.00	\$1,000.00
16. SAW CUT - FULL DEPTH	450	LF	\$5.00	\$2,250.00
17. 9" CONCRETE PAVEMENT - TYPE L85	700	SY	\$40.00	\$28,000.00
18. DRILL AND GROUT #5 X 18" TIE BARS @ 58" CENTERS	450	LF	\$2.00	\$900.00
19. ADJUST MANHOLE TO GRADE	1	EA	\$250.00	\$250.00
20. CONSTRUCT THICKENED EDGE	450	LF	\$5.00	\$2,250.00
21. ADJUST INLET TO GRADE	1	EA	\$500.00	\$500.00
22. PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$250.00	\$250.00
23. PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	2	EA	\$250.00	\$500.00
24. 4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - YELLOW	400	LF	\$5.00	\$2,000.00
25. BARRICADES - TYPE II	300	BD	\$1.00	\$300.00
26. BARRICADES - TYPE III	300	BD	\$1.00	\$300.00
27. WARNING SIGNS	50	SD	\$1.00	\$50.00
28. ARROW BOARDS	20	SD	\$20.00	\$400.00
29. SEEDING - TYPE "B"	1	AC	\$1,500.00	\$1,500.00
30. CURB INLET PROTECTION	1	EA	\$300.00	\$300.00
31. ROW ACQUISITION	1	LS	\$20,000.00	\$20,000.00
32. UTILITY RELOCATION	1	LS	\$20,000.00	\$20,000.00
CONTINGENCY	20%		\$124,383.33	\$24,876.67

Estimated Construction Costs: \$149,260.00

Estimated Soft Costs

Engineering Design and Construction Administration:	\$37,315.00
Geotechnical and Testing:	\$2,985.20
Legal:	\$7,463.00
Fiscal:	\$9,851.16
Interest:	\$10,860.90
9 Duration (Months)	

Total Estimated Soft Costs: 46% \$68,475.28

Total Estimated Costs: \$217,735.26

As

TRAFFIC SIGNAL

Assumptions/Comments:

↪ Signal at Eagle Ridge Drive

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	TRAFFIC SIGNAL	1	LS	\$170,000.00	\$170,000.00
	CONTINGENCY	10%		\$170,000.00	\$17,000.00

Estimated Construction Costs: \$187,000.00

Estimated Soft Costs

Engineering Design and Geotechnical and Testing:	\$46,750.00
Legal:	\$3,740.00
Fiscal:	\$9,350.00
Interest:	\$12,342.00
6 Duration (Months)	<u>\$9,071.37</u>

Total Estimated Soft Costs: 43% \$81,253.37

Total Estimated Costs: \$268,253.37

Contribution for Sarpy County 25.0% \$59,372.50

Contribution from Developer \$50,000.00

Eagle Ridge Share \$158,880.87

At

SIDEWALKS

Assumptions/Comments:

↪ Sidewalk adjacent to Outlot A and from Commercial to residential

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	4" CONCRETE SIDEWALK	1,120	SF	\$4.00	\$4,480.00
2.	SUBGRADE PREPERATION	1,120	SF	\$1.00	\$1,120.00
	CONTINGENCY	10%		\$4,480.00	\$448.00

Estimated Construction Costs: \$6,048.00

Estimated Soft Costs

Engineering Design and Construction Administration:	\$1,209.60
Geotechnical and Testing:	\$60.48
Legal:	\$302.40
Fiscal:	\$381.02
Interest:	\$280.05
6 Duration (Months)	

Total Estimated Soft Costs: 37% \$2,233.56

Total Estimated Costs: **\$8,281.56**

Au

SIDEWALKS G.O.

Assumptions/Comments:



Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. 4" CONCRETE SIDEWALK	1,120	SF	\$4.00	\$4,480.00
2. SUBGRADE PREPERATION	1,120	SF	\$1.00	\$1,120.00
CONTINGENCY	10%		\$4,480.00	\$448.00
Estimated Construction Costs:				\$6,048.00
<u>Estimated Soft Costs</u>				
Engineering Design and Construction Administration:				\$1,209.60
Geotechnical and Testing:				\$60.48
Legal:				\$302.40
Fiscal:				\$381.02
Interest:				\$280.05
6 Duration (Months)				
Total Estimated Soft Costs:				37% \$2,233.56
Total Estimated Costs:				\$8,281.56

Av

WATER INTERIOR

Assumptions/Comments:



Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT 8" I.D. WATER MAIN CONSTRUCT LIVE TAP TEE ASSEMBLY, 8" M.J. GATE VALVE WITH BOX AND BACKING BLOCK	1,250	LF	\$28.00	\$35,000.00
2. CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	2	EA	\$5,500.00	\$11,000.00
3. CONSTRUCT 8" M.J. GATE VALVE AND BOX	3	EA	\$4,000.00	\$12,000.00
4. CONSTRUCT 8" HORIZONTAL BEND WITH BACKING BLOCK	1	EA	\$1,300.00	\$1,300.00
6. CONSTRUCT 8" VERTICAL BEND WITH BACKING BLOCK	4	EA	\$200.00	\$800.00
7. REMOVE AND REPLACE PC CONCRETE PAVEMENT	12	EA	\$500.00	\$6,000.00
8. CONTINGENCY	60	SY	\$50.00	\$3,000.00
	20%		\$69,100.00	\$13,820.00

Estimated Construction Costs: \$82,920.00

Estimated Soft Costs

Engineering Design and Construction Administration:	\$16,584.00
Geotechnical and Testing:	\$829.20
Legal:	\$4,146.00
Fiscal:	\$5,223.96
Interest:	\$5,759.42
9 Duration (Months)	

Total Estimated Soft Costs: 39% \$32,542.58

Total Estimated Costs: **\$115,462.58**

CAPITAL FACILITIES CHARGES

Assumptions/Comments:



Assumes final plat will be recorded prior to October 1, 2016 when fees will increase

Residential

Oct 1, 2014:	\$2,070
Oct 1, 2015:	\$2,175
Oct 1, 2016:	\$2,285
Oct 1, 2017:	\$2,400

Commercial

Oct 1, 2014:	\$6,205
Oct 1, 2015:	\$6,515
Oct 1, 2016:	\$6,840
Oct 1, 2017:	\$7,185

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CAPITAL FACILITIES CHARGES - RESIDENTIAL	31	LOTS	\$2,175.00	\$67,425.00
2. CAPITAL FACILITIES CHARGES - COMMERCIAL	7.00	AC	\$6,515.00	\$45,605.00
3. CAPITAL FACILITIES CHARGES - OUTLOTS	0.30	AC	\$6,080.00	\$1,824.00
4. CREDIT FROM PREVIOUS PLAT	1	LS	-\$55,368.00	-\$55,368.00

Estimated Construction Costs: \$59,486.00

Estimated Soft Costs

Legal:	\$1,189.72
Fiscal:	\$2,974.30
Interest:	\$3,341.63
9 Duration (Months)	

Total Estimated Soft Costs: 13% \$7,505.65

Total Estimated Costs: **\$66,991.65**

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WATER INTERIOR G.O.

Assumptions/Comments:



Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT 8" I.D. WATER MAIN CONSTRUCT LIVE TAP TEE ASSEMBLY, 8" M.J. GATE VALVE WITH BOX AND BACKING BLOCK	0	LF	\$28.00	\$0.00
2. CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	0	EA	\$5,500.00	\$0.00
3. CONSTRUCT 8" M.J. GATE VALVE AND BOX	0	EA	\$4,000.00	\$0.00
4. CONSTRUCT 8" HORIZONTAL BEND WITH BACKING BLOCK	0	EA	\$1,300.00	\$0.00
6. CONSTRUCT 8" VERTICAL BEND WITH BACKING BLOCK	0	EA	\$200.00	\$0.00
7. REMOVE AND REPLACE PC CONCRETE PAVEMENT	0	EA	\$500.00	\$0.00
8. CONTINGENCY	20%		\$0.00	\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

Engineering Design and
Construction Administration: \$0.00
Geotechnical and Testing: \$0.00
Legal: \$0.00
Fiscal: \$0.00
Interest: \$0.00
9 Duration (Months)

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

CAPITAL FACILITIES CHARGES - GO

Assumptions/Comments:



Assumes final plat will be recorded prior to October 1, 2016 when fees will increase. 50/50 split between GO and Specials

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CAPITAL FACILITIES CHARGES - RESIDENTIAL	31	LOTS	\$2,175.00	\$67,425.00
3. CAPITAL FACILITIES CHARGES - COMMERCIAL	7.00	AC	\$6,515.00	\$45,605.00
4. CAPITAL FACILITIES CHARGES - OUTLOTS	0,300	AC	\$6,080.00	\$1,824.00
5. CREDIT FROM PREVIOUS PLAT	1	LS	-\$55,368.00	-\$55,368.00

Estimated Construction Costs: \$59,486.00

Estimated Soft Costs

Legal: \$1,189.72
Fiscal: \$2,974.30
Interest: \$3,341.63
9 Duration (Months)

Total Estimated Soft Costs: 13% \$7,505.65

Total Estimated Costs: \$66,991.65

50% can be GO \$33,495.82

Ax

POWER

Assumptions/Comments:



Assume commercial power is installed later with development as a private cost in preliminary plat estimate
This is no longer a valid assumption at time of final plat.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	RESIDENTIAL (SINGLE-FAMILY)	31	LOTS	\$1,350.00	\$41,850.00
2 .	COMMERCIAL (6.68 acres)	6.7	AC	\$3,580.00	\$23,914.40

Estimated Construction Costs: \$65,764.40

Estimated Soft Costs

Engineering Design and
Construction Administration: \$12,495.24
Legal: \$3,288.22
Fiscal: \$4,077.39
Interest: \$4,495.33
9 Duration (Months)

Total Estimated Soft Costs: 37% \$24,356.17

Total Estimated Costs: \$90,120.57

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Plan Review Fee

Assumptions/Comments:



	Bld Item Description	Construction Cost	Plan Review Fee	Total
1.	SANITARY SEWER - INTERIOR	\$111,070.45	1.00%	\$1,110.70
2.	SANITARY SEWER - OUTFALL	\$0.00	1.00%	\$0.00
3.	STORM SEWER	\$117,137.60	1.00%	\$1,171.38
4.	PAVING MINOR	\$172,642.60	1.00%	\$1,726.43
5.	TRAFFIC SIGNAL	\$187,000.00	1.00%	\$1,870.00
6.	PAVING MAJOR - PRIVATE	\$149,260.00	1.00%	\$1,492.60
7.	SIDEWALKS	\$6,048.00	1.00%	\$60.48
8.	PARKS IMPROVEMENTS	\$0.00	1.00%	\$0.00
9.	WATER INTERIOR	\$82,920.00	1.00%	\$829.20

Estimated Construction Costs: \$8,260.79

Estimated Soft Costs

Fiscal: \$413.04

Interest: \$607.17

12 Duration (Months)

Total Estimated Soft Costs: 12% \$1,020.21

Total Estimated Costs: \$9,280.99

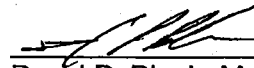
RESOLUTION NO. R16-0009

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Fifth Amendment to the Eagle Ridge Subdivision Agreement is hereby approved contingent upon City Council approval of:

- Eagle Ridge Village Change of Zone, ORD #1691
- Eagle Ridge Village Final Plat, RES. #R16-0008
- Eagle Ridge Village Mixed Use Agreement, RES. #R16-0010

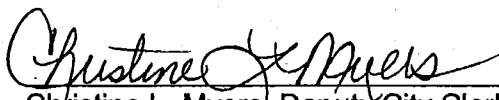
PASSED AND APPROVED THIS 15th DAY OF March, 2016.

CITY OF PAPIILLION, NEBRASKA



David P. Black, Mayor

Attest:



Christine L. Myers, Deputy City Clerk

(SEAL)

