



RECEIVED

Nov 5 10 42 AM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

14072 # 66-38312

FEE 109.50 PB

BK comp C/O \_\_\_\_\_ COMP MS

DEL \_\_\_\_\_ SCAN dc FV MS

Tom LUND #5237  
Public works

### SUBDIVISION AGREEMENT

This Subdivision Agreement, made this 17<sup>th</sup> day of Sept, 1996 by and between THE RESERVE, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Subdivider"), THE RESERVE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation (hereinafter referred to as the "Homeowners Association"), and the CITY OF OMAHA (hereinafter referred to as "City").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A", except lots 29 and 30, The Reserve, (hereinafter referred to as "Property"); and

WHEREAS, the Subdivider proposes to build public and private improvements on the Property; and

WHEREAS, the Subdivider has incorporated the Homeowners Association which relates to lots 1 through 25, inclusive, and outlots A, B, C and D, The Reserve; and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Property to the sewer system of the City of Omaha; and

WHEREAS, the Subdivider and City desire to agree on the method of the installation and allocation of expenses for public improvements to be constructed in the Property.

WHEREAS, the Homeowners Association is agreeable to owning and maintaining the areas described herein pursuant to this agreement.

NOW THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public Improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed on and adjoining the Property, i.e. storm sewer, sanitary sewer, and paving of public streets (hereinafter referred to as "Improvements"). All Improvements must receive the approval of the Public Works Department of the City prior to construction.

2. Water, Gas, and Electrical Power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the Property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the Property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to the City within four months from the date of this Agreement.

3. Private Improvements. The paving, storm sewer, sanitary sewer and lift station within the outlots and within the storm sewer easement over a portion of Lots 7 and 8, The Reserve, are private improvements which shall be installed by the Subdivider at its cost pursuant to the standards and requirements of the City. All such private improvements must receive the approval of the Public Works Dept. of the City prior to construction. The Subdivider agrees to commence the timely and orderly installation of such private improvements following the execution of this Agreement pursuant to the requirements of the City. These improvements shall be installed or the Subdivider shall provide financial guarantees to insure that such improvements are installed and paid for by the Subdivider prior to the recording of the final plat, which financial guarantees must be acceptable to the City. The paving, storm sewer, lift station and the sanitary sewer within the outlots and within the storm sewer easement over a portion of proposed Lots 7 and 8, The Reserve, shall be conveyed by the Subdivider to the Homeowners Association upon the completion of such private improvements and shall be maintained by the Homeowners Association. The City shall maintain the paving, sanitary sewer, and storm sewer within the Ontario Street Right-of-Way.

4. Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement. The Subdivider shall execute and deliver to the City and record with the Register of Deeds, Douglas County, Nebraska, at the time of recording the final plat for The Reserve, a Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement similar in form as shown on Exhibit "D" attached hereto in favor of the City and the public which shall provide for the installation of a trail or walkway for ingress and egress in favor of the City and the public over and through the easement which is over a portion of Lots 7 and 8, The Reserve, as shown on Exhibit "A" attached hereto. This easement shall also provide for the installation, construction, reconstruction and maintenance of a storm sewer and allow the City to increase the amount of storm water flowing through the easement area with the installation of a larger pipe or additional grading, at the City's cost, in favor of the City within the easement area as shown on Exhibit "A" attached hereto. The Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement shall be constructed and installed at the same time that the private improvements described in paragraph 3 hereof are installed. All public storm sewers shall be maintained by the City.

5. Design, Installation and Inspection of Improvements. The Subdivider agrees to commence the timely and orderly installation of the improvements following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code. The Subdivider's professional engineers, Thompson, Dreessen and Dorner, will design the public and private improvements to the City standards, provide construction inspection and provide a Certificate of Compliance and "as built" drawings of all such improvements within 60 days of the completion of the Project.

6. Payment of Improvements. The Subdivider shall pay the cost of all of the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for underground electrical service or overhead power installations. The City will reimburse the Subdivider for the total cost of the public storm sewer which is estimated to be \$12,688.00, as shown on Exhibit "B" attached hereto and for the total cost of the 168th Street entrance improvements and extra width pavement which total cost estimate is in the sum of \$23,976.00 as shown on Exhibit "B" attached hereto. The City will reimburse the Subdivider for these costs in the year 1997 provided such improvements have been completed and accepted by the City on or before the date of such payment. If the installation of such improvements is not completed prior to December 31, 1997, the reimbursement provided by the City and described

in this paragraph will be void.

7. Sidewalks. Subject to the terms of paragraph no. 9 hereof, the Subdivider shall cause sidewalks along both sides of all public and private streets within the area to be developed to be constructed according to the following schedule:

(1) Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65% of the abutting footage on such side have been developed. A lot shall be developed for the purpose of this section when a dwelling has been constructed on the lot.

(2) Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather permits.

(3) in any event, all sidewalks shall be constructed upon both sides of all public and private streets within the property within three years of the recording of the subdivision plat.

8. Right to Connect to City Sewer System. The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the Property to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees. The Property is located within the City limits and therefore no interceptor sewer fee payment is required.

9. Ontario Street: The Subdivider agrees to install the Improvements within that portion of Ontario Street along with the temporary turnaround as shown on Exhibit "B" attached hereto. The Subdivider shall not be required to install the Improvements, including the adjoining sidewalks, to that portion of the Ontario Street right of way which is north and west of the temporary turnaround as shown on Exhibit "B" attached hereto, however, the Subdivider shall deposit moneys or a letter of credit acceptable to the city in an amount equal to one-half ( $\frac{1}{2}$ ) of the estimated project costs for this paving which one-half ( $\frac{1}{2}$ ) of the paving construction cost estimate is \$19,706.50 as shown on Exhibit "E" attached hereto, with the City, and the City shall retain this money or letter of credit until such pavement and sidewalk, which adjoin such pavement, is installed. The Subdivider will not be required to pay any assessment in the future for Lots 20 and 21, The Reserve, nor Outlot C, The Reserve, for such sidewalk or pavement Improvements. The Subdivider waives its right to protest the future installation of Ontario Street. There shall be no direct access from lots 20 and 21, The Reserve, to the adjoining Ontario Street to the east. Further, there shall be no access from lots 29 and 30, The Reserve, to the unimproved portion of Ontario Street which adjoins these lots to the west until the unimproved portion of Ontario Street is improved to the City of Omaha standards.

10. Lots 29 and 30, The Reserve. There shall be no access from lots 29 and 30, The Reserve, to the unimproved portion of the adjoining Ontario Street to the west until that portion of Ontario Street is improved to the City of Omaha standards. Further, lots 29 and 30, The Reserve, shall not be subdivided until the time that the unimproved portion of Ontario Street as shown on Exhibit "B" is improved to the City of Omaha standards or until the time that financial guarantees are provided satisfactory to the City to insure that such improvements will be installed pursuant to the City standards.

11. Erosion Control Plan. The Erosion Control Plan is attached hereto and incorporated herein as Exhibit "C". The cost for the construction of each erosion control shall be paid by Subdivider. The Papio Natural Resources District must approve said plan prior to City Engineer's second signature. The sediment basin will be installed within Outlot "C", The Reserve. On January 1, 1997 the Subdivider shall convey title and ownership of the sediment basin to The Reserve Homeowners Association. Prior to such time the Subdivider shall maintain and pay for the cost of maintaining the sediment basin. After January 1, 1997 The Reserve Homeowners Association shall have the responsibility to maintain and pay for the cost to maintain the sediment basin including sediment removal. Prior to January 1, 1997 the Subdivider and after January 1, 1997 The Reserve Homeowners Association shall remove and properly dispose of accumulated sediment each time the basin becomes one half full of sediment. The elevation of the top of the sediment that triggers sediment removal is 1143.5 feet as shown on Exhibit "F", attached hereto.

12. This Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns and shall run with the Lots 1-28 of The Reserve shown on Exhibit "A", attached hereto.

DATED this 19<sup>th</sup> day of September, 1996.

ATTEST:

[Signature]  
 Omaha City Clerk  
*Deputy*

CITY OF OMAHA

[Signature]  
 Mayor 9/19/96

IMPRINTED SEAL  
 REGISTER OF DEEDS

DEVELOPER:

APPROVED AS TO FORM:

THE RESERVE L.L.C., a limited liability company,

[Signature]  
 City Clerk

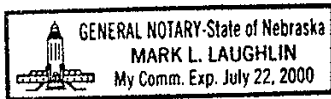
By: [Signature]  
 Its: member

THE RESERVE HOMEOWNERS  
ASSOCIATION, a Nebraska nonprofit  
corporation,

By: *Wendy Lindner*  
Its: *president*

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS.

On this 25<sup>th</sup> day of July, 1996, before me a notary public in and for said county and state,  
personally appeared Wendy Lindner of The Reserve, L.L.C., limited liability company, who  
acknowledged the execution of the above and foregoing Subdivision Agreement as his voluntary act  
and deed.



*Mark L. Laughlin*  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS.

On this 20<sup>th</sup> day of July, 1996, before me a notary public in and for said county and state,  
personally appeared Wendy Lindner of The Reserve Homeowners Association, who acknowledged  
the execution of the above and foregoing Subdivision Agreement as his voluntary act and deed.



*Robert F. Peterson*  
Notary Public

# THE RESERVE

LOTS 1 THRU 25, INCLUSIVE, AND OUTLOTS A, B, C AND D, A CLUSTER SUBDIVISION AND LOTS 26 THRU 30 BEING A PLATTING OF PART OF THE NE 1/4 OF SE 1/4 OF SECTION 33, T15N R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA

NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, T15N, R11E OF THE 6th P.M. DOUGLAS COUNTY, NEBRASKA (POINT OF BEGINNING)

NW CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, T15N, R11E OF THE 6th P.M. DOUGLAS COUNTY, NEBRASKA

U M P L A T T E D  
2050  
2050-502  
N89°06'20"E  
1322.76'

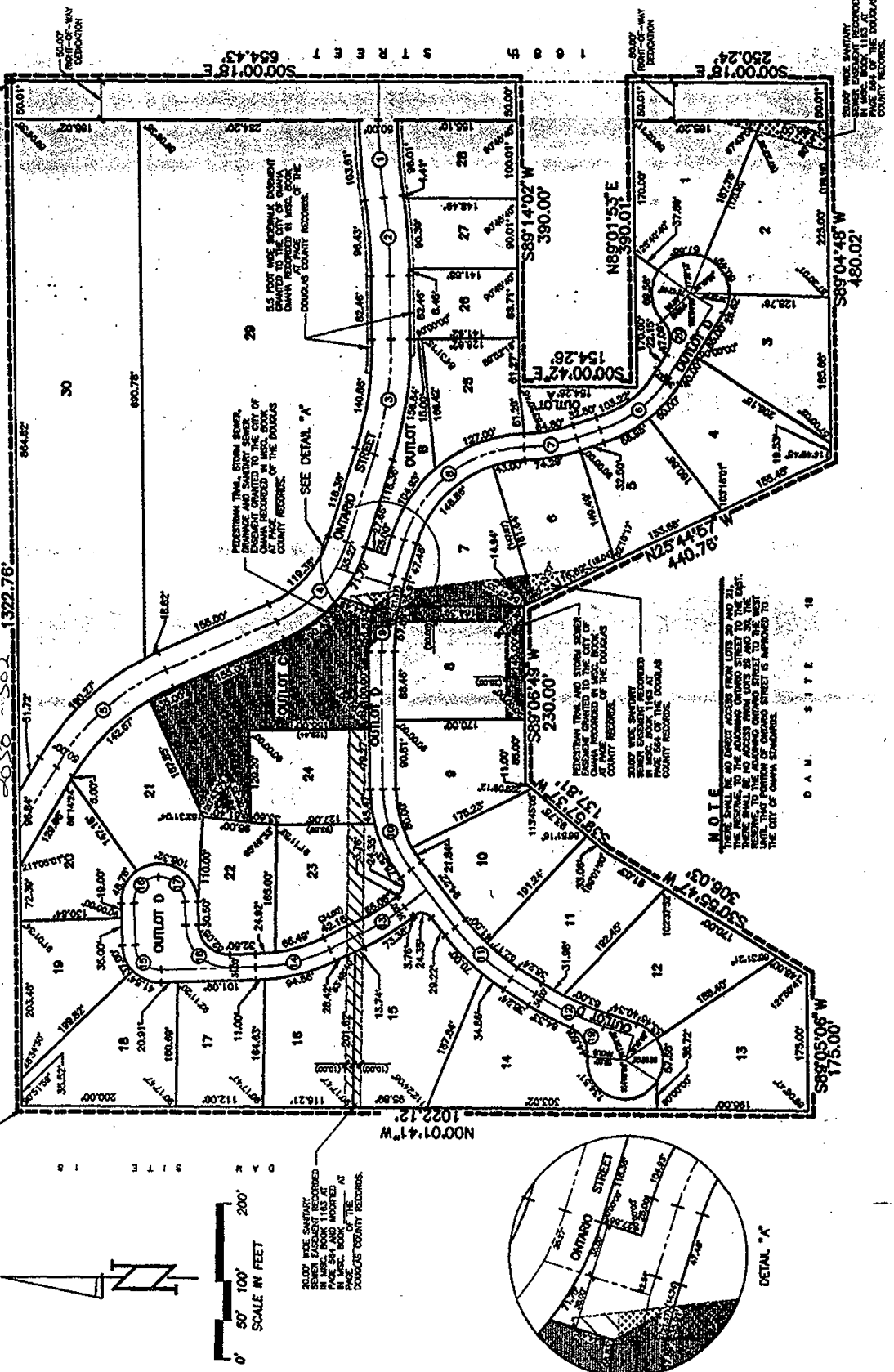
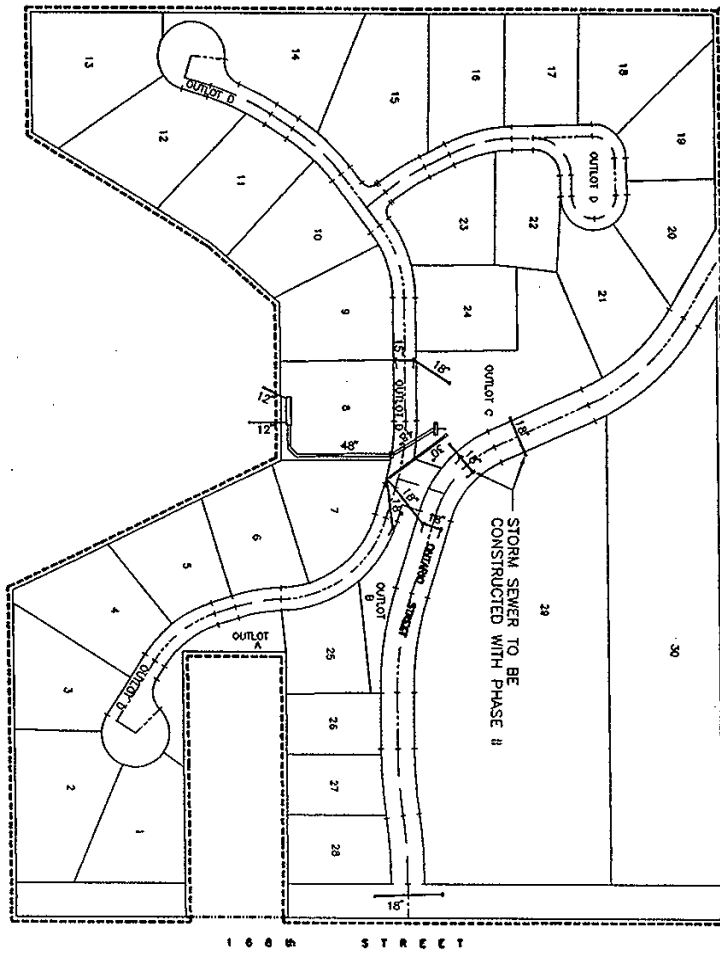
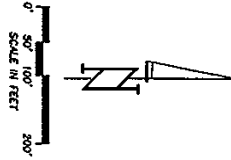


EXHIBIT "A"

# THE RESERVE

LOTS 1 THRU 25, INCLUSIVE, AND OUTLOTS A, B, C AND D, A CLUSTER SUBDIVISION AND LOTS 26 THRU 30 BEING A PLATTING OF PART OF THE NE 1/4 OF SE 1/4 OF SECTION 33, T15N R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA

THE CORNER OF THE NE 1/4 OF THE SE 1/4 DOUGLAS COUNTY, NEBRASKA



THE COST OF ALL STORM SEWER WITHIN THE PUBLIC RIGHT OF WAYS WILL BE RE-IMBURSED TO THE DEVELOPER BY THE CITY OF OMAHA.

EXHIBIT "B"  
PAGE 1



ESTIMATED COST  
OF  
PUBLIC STORM SEWER

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	18" RCP	208 L.F.	\$ 23.00/L.F.	\$ 4,784.00
*2.	30" RCP Lo-Hed	50 L.F.	\$ 42.00/L.F.	\$ 2,100.00
3.	Type I Curb Inlet	2 EA.	\$1,400.00/EA.	\$ 2,800.00
4.	Area Inlet	1 EA.	\$1,300.00/EA.	\$ 1,300.00
5.	18" Flared End Section	1 EA.	\$ 200.00/EA.	\$ 200.00
6.	Rip Rap	12 TONS	\$ 12.00/TON	\$ 144.00
CONSTRUCTION COST				\$11,328.00
ENGINEERING @ 12%				\$ 1,360.00
TOTAL PROJECT COST				\$12,688.00

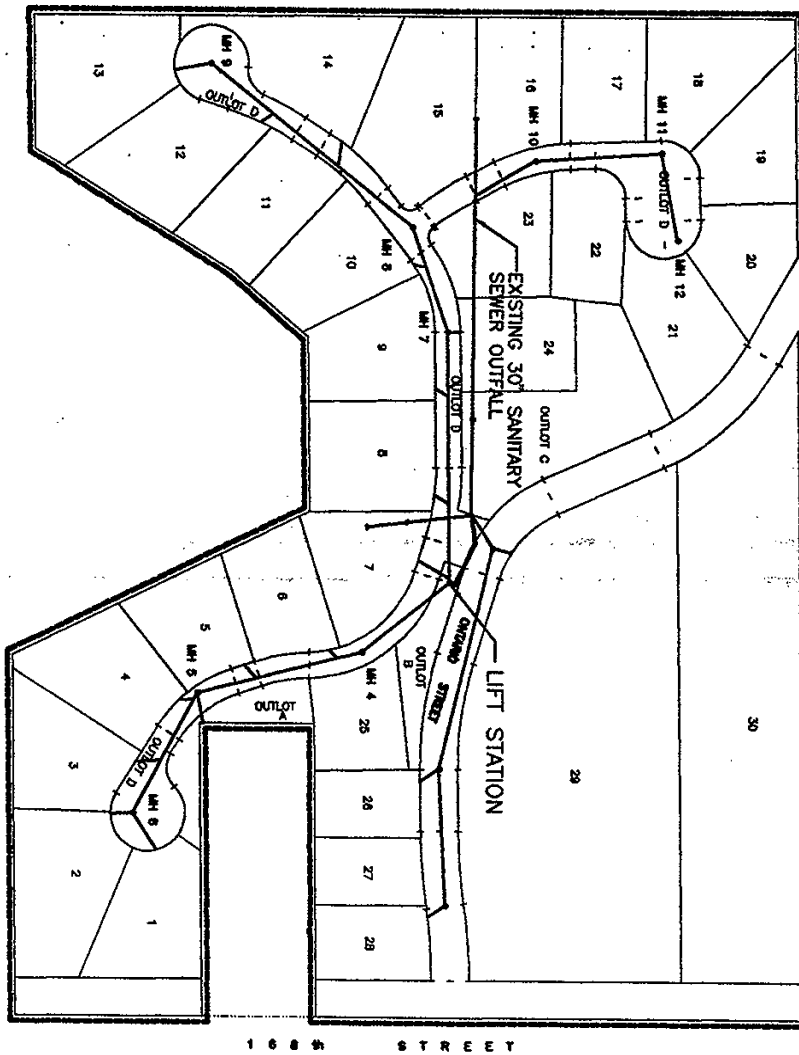
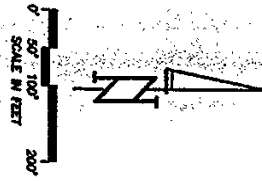
\* 1/2 the cost of 30" RCP Lo-Hed pipe is public and 1/2 the cost private.

TD<sup>2</sup> File No. 1035-101.18  
June 12, 1996

EXHIBIT B  
Page 2

**NOTES:**

- 1. ALL INTERIOR SANITARY SEWER IS 8" IN DIAMETER, UNLESS NOTED.



BEING A PLATTING OF PART OF THE NE 1/4 OF SE 1/4 OF SECTION 33, T15N R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA

# THE RESERVE

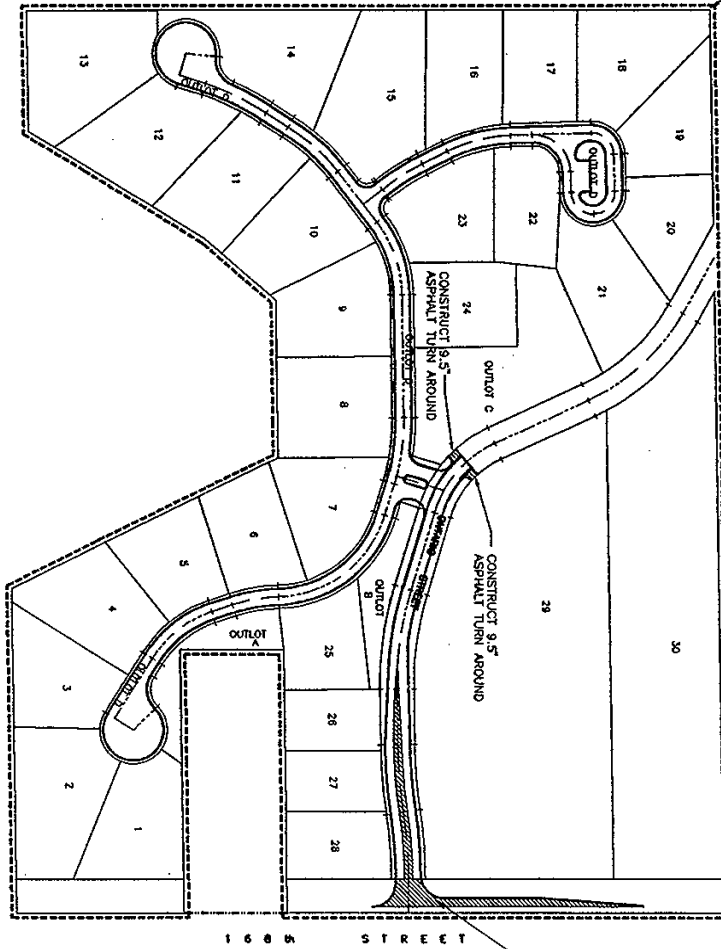
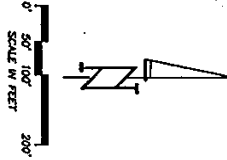
THE ENTIRE COST OF ALL SANITARY SEWER WILL BE PAID FOR BY THE DEVELOPER. THE LIFT STATION AND ALL SANITARY SEWER IN OUTLOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, TO MINIMIZE THE POSSIBILITY OF SPILLAGE FROM THE LIFT STATION, AN ALARM SYSTEM WILL BE INSTALLED TO PROVIDE A MINIMUM OF FOUR HOUR NOTICE. THE SANITARY SEWER IN ONTARIO STREET WILL BE MAINTAINED BY THE CITY OF OMAHA.

EXHIBIT "B"  
PAGE 3

# THE RESERVE

LOTS 1 THRU 25, INCLUSIVE, AND OUTLOTS A, B, C AND D, A CLUSTER SUBDIVISION AND LOTS 26 THRU 30 BEING A PLATTING OF PART OF THE NE 1/4 OF SE 1/4 OF SECTION 33, T15N R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA

FOR RECORD SEE THE N.E. 1/4 OF SE 1/4 DOUGLAS COUNTY, NEBRASKA



168th STREET

THE CITY OF OMAHA WILL RE-IMBURSE THE DEVELOPER THE ENTIRE COST OF CONSTRUCTING ALL PAVEMENT WITHIN THE 168th AND ONTARIO STREETS INTERSECTION AND ALL EXTRA WIDTH PAVEMENT IN ONTARIO STREET

EXHIBIT "B"  
PAGE 4

ESTIMATED COST OF 168TH & ONTARIO  
INTERSECTION PAVEMENT AND ONTARIO  
EXTRA WIDTH PAVEMENT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	7" PCC Pavement	909 S.Y.	\$ 22.00/S.Y.	\$19,998.00
2.	Common Excavation	376 C.Y.	\$ 1.50/C.Y.	\$ 564.00
3.	Remove Existing Driveway	30 S.Y.	\$ 4.00/S.Y.	\$ 120.00
4.	Replace Driveway	20 S.Y.	\$ 15.00/S.Y.	\$ 300.00
5.	Relocate Mail Box	1 EA.	\$ 25.00/EA.	\$ 25.00
6.	Extend Existing Driveway Culvert and Shape Ditch	1 EA.	\$ 300.00/EA.	\$ 300.00
7.	Remove Existing Culvert	1 EA.	\$ 100.00/EA.	\$ 100.00
CONSTRUCTION COST				\$21,407.00
ENGINEERING @ 12%				\$ 2,569.00
TOTAL PROJECT COST				\$23,976.00

TD<sup>2</sup> File No. 1035-101.18  
July 10, 1996

EXHIBIT B  
Page 5

# THE RESERVE

LOTS 1 THRU 25, INCLUSIVE, AND OUTLOTS A, B, C AND D, A CLUSTER SUBDIVISION AND LOTS 26 THRU 30 BEING A PLATTING OF PART OF THE NE 1/4 OF SE 1/4 OF SECTION 33, T15N R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA

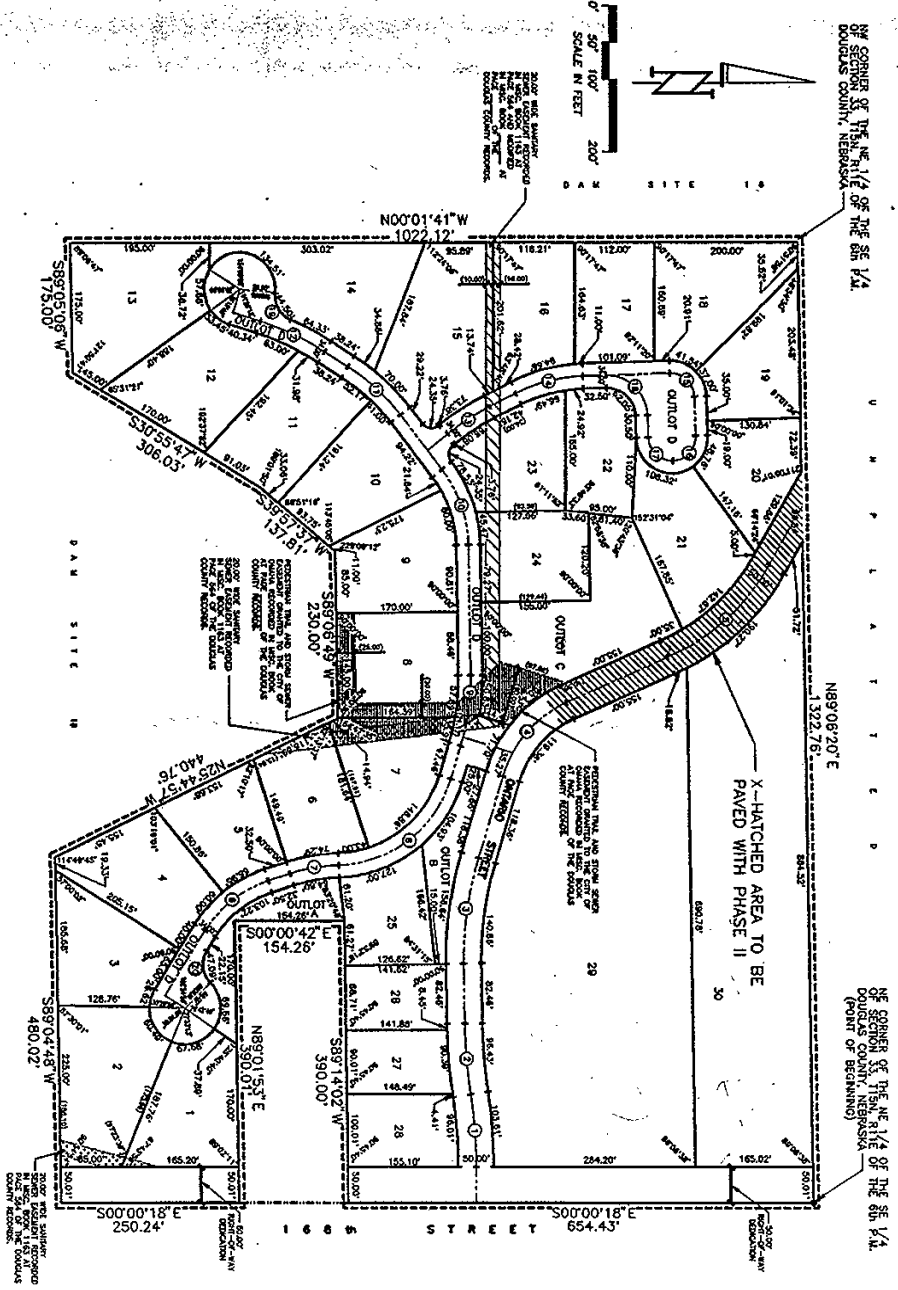


EXHIBIT "B"  
PAGE 6

# THE RESERVE

LETTER 1, 2, 3, 4, 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, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

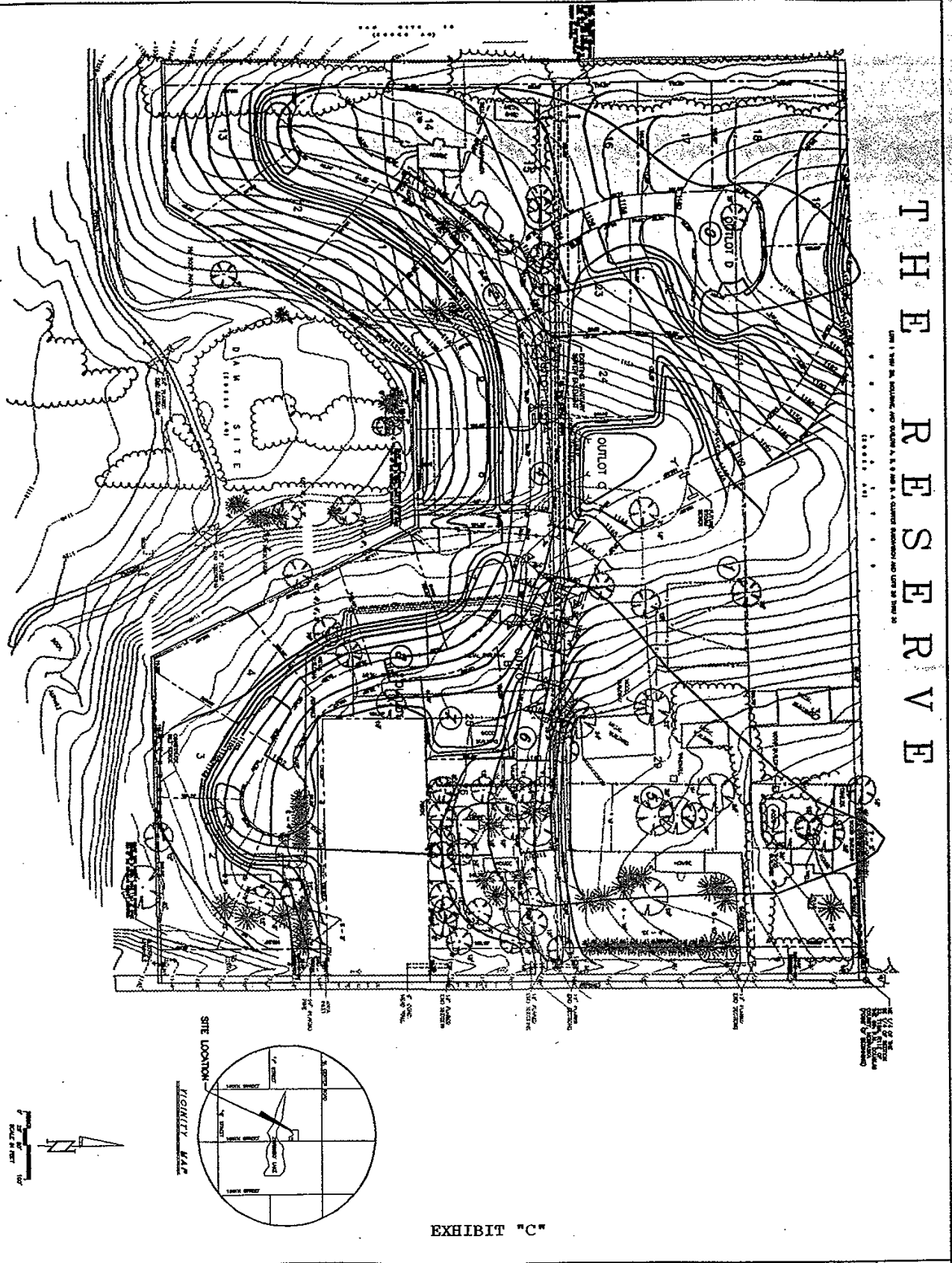



EXHIBIT "C"

1035-101 SHEET 1 OF 1 	<b>2</b> THOMPSON, DREESSEN & DÖRNER, INC. Consulting Engineers & Land Surveyors 10356 OLD MILL ROAD OMAHA, NE 68114 (402) 330-0500	<b>THE RESERVE</b>		model: AS SHOWN date: 12-15-95 drawn by: RTM checked by: WPD revised: APRIL 8, 1996
		EROSION CONTROL		

## GRANT OF EASEMENT

### Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, THE RESERVE, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Grantor", hereby grants and conveys to itself, the City of Omaha, Nebraska ("Omaha"), for its use and the use of the public, The Reserve Homeowners Association ("Homeowners Association"), all present and future owners of property within Lots 1 through 28, inclusive, The Reserve, a subdivision in Douglas County, Nebraska, and the lessees, invitees, representatives, successors and assigns of such owners, hereinafter collectively referred to as "Grantees", a permanent pedestrian trail, storm sewer, drainage, and sanitary sewer easement, in, through, over and under the parcel of land described as follows:

See Exhibit "A" attached hereto and by this reference made a part of this Easement for the legal description of the easement area (hereinafter the "Easement Area"),

for the following purposes:

1. Pedestrian Trail Easement. Ingress and egress of pedestrians for the benefit of the Grantor and Grantees from and to Ontario Street to the north and the Zorinsky Recreational Area ("Dam Site 18") to the south over and through the Easement Area as shown on Exhibit "A" attached hereto. Pedestrians and bicycles shall be allowed within this pedestrian trail easement, however, motor vehicles are prohibited within the Easement Area. The Grantor shall install a hard surface walkway for this pedestrian trail easement within the Easement Area as shown on Exhibit "A" and thereafter, the Homeowners Association shall repair and maintain the hard surface pedestrian walkway and the Easement Area.

2. Storm Sewer. The Grantor shall install and construct a storm sewer at its cost within the Easement Area as shown on Exhibit "A" attached hereto. After the construction of such storm sewer, the Homeowners Association shall repair and maintain the storm sewer at its cost. The storm sewer shall be installed and constructed pursuant to the Subdivision Agreement entered into between the Grantor and Omaha.

3. Sanitary Sewer. A sanitary sewer line now exists within the Easement Area shown on Exhibit "A" attached hereto. The Grantor shall also have the right to install a sanitary sewer line or lines within the Easement Area, as well as other utility and/or service lines to service The Reserve Subdivision.

Except as otherwise provided herein, no other building, improvement or other structure shall be placed over the Easement Area by the Grantees, their successor or assigns, without the express written approval of the Grantor.

Exhibit "D"

The Grantor does hereby warrant and confirm to the Grantees that it is the owner of the Easement Area and that it has the right to grant and convey this Easement in the manner aforesaid and that it shall warrant and defend this Easement to the Grantees, their successors and assigns, against any lawful claims and demands of all persons.

This easement runs with the land and shall run in favor of and be binding upon the respective assigns, successors, agents, lessees, invitees and representatives of the Grantor and Grantees.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1996.

THE RESERVE, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
James R. Linder, a Member

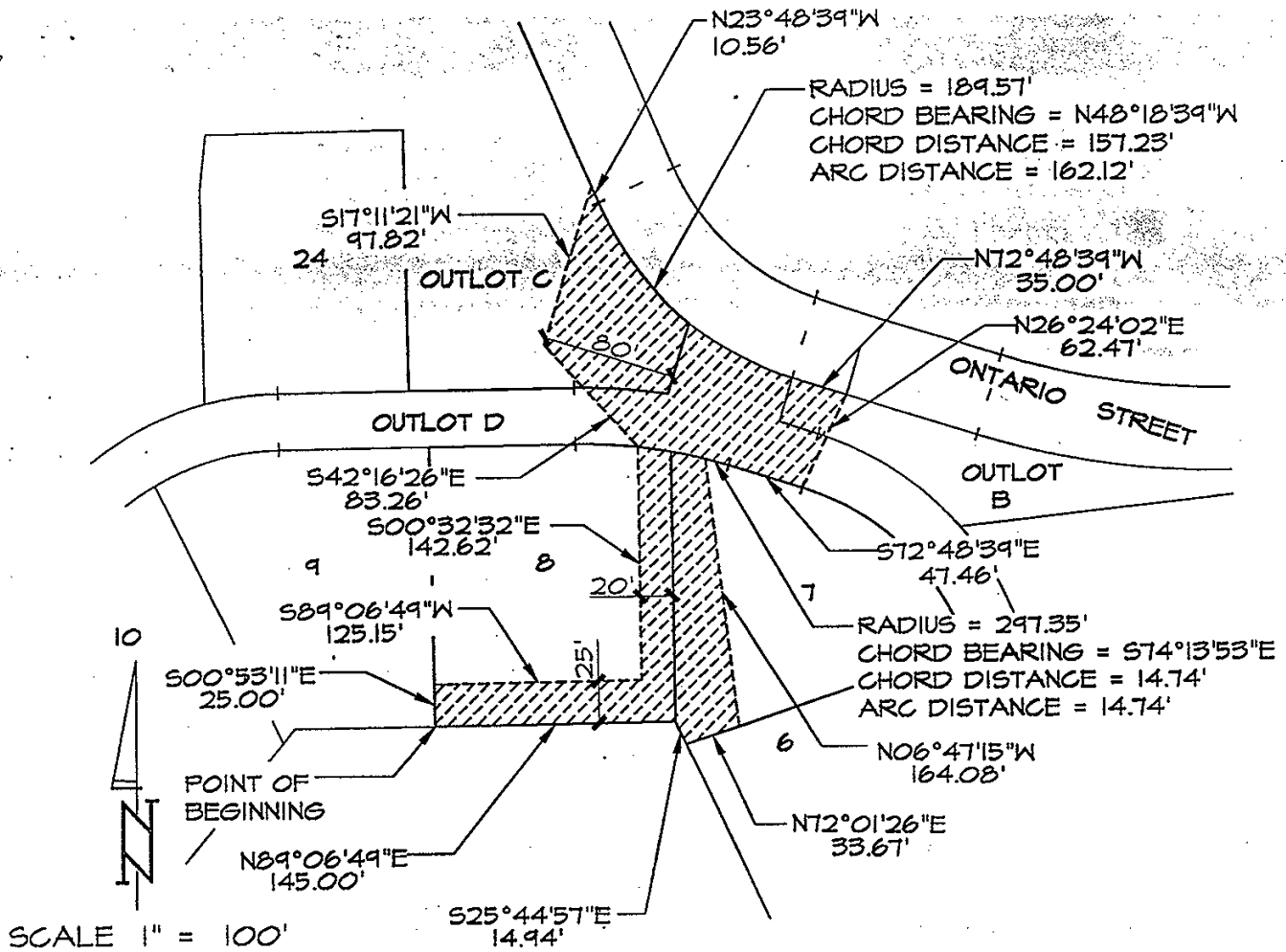
STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 1996, by JAMES R. LINDER, a member of THE RESERVE L.L.C., a Nebraska limited liability company.

\_\_\_\_\_  
Notary Public

F:\AGREES\REAL\EASEMT\RESERVE.PED





SCALE 1" = 100'

**LEGAL DESCRIPTION**

PART OF LOTS 7 & 8 AND PART OF OUTLOTS B, C AND D, THE RESERVE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 8; THENCE N89°06'49"E (ASSUMED BEARING) 145.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE SE CORNER THEREOF; THENCE S25°44'57"E 14.94 FEET ON THE WESTERLY LINE OF SAID LOT 7; THENCE N72°01'26"E 33.67 FEET ON THE SOUTHERLY LINE OF SAID LOT 7; THENCE N06°47'15"W 164.08 FEET TO THE NORTHERLY LINE OF SAID LOT 7; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 7 ON A NONTANGENT 297.35 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°13'53"E, CHORD DISTANCE 14.74 FEET AN ARC DISTANCE OF 14.74 FEET; THENCE S72°48'39"E 47.46 FEET ON THE NORTHERLY LINE OF SAID LOT 7; THENCE N26°24'02"E 62.47 FEET; THENCE N72°48'39"W 35.00 FEET ON THE NORTHERLY LINE OF SAID OUTLOT B TO THE NW CORNER THEREOF; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF OUTLOTS D AND C AND ON A 189.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N48°18'39"W, CHORD DISTANCE 157.23 FEET, AN ARC DISTANCE OF 162.12 FEET; THENCE N 23°48'39"W 10.56 FEET ON THE NORTHEASTERLY LINE OF SAID OUTLOT C; THENCE S17°11'21"W 97.82 FEET ON A LINE 80.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID OUTLOT C; THENCE S42°16'26"E 83.26 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE S00°32'32"E 142.62 FEET ON A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 8; THENCE S89°06'49"W 125.15 FEET ON A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE S00°53'11"E 25.00 FEET ON THE WEST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRES MORE OR LESS  
Exhibit "A"

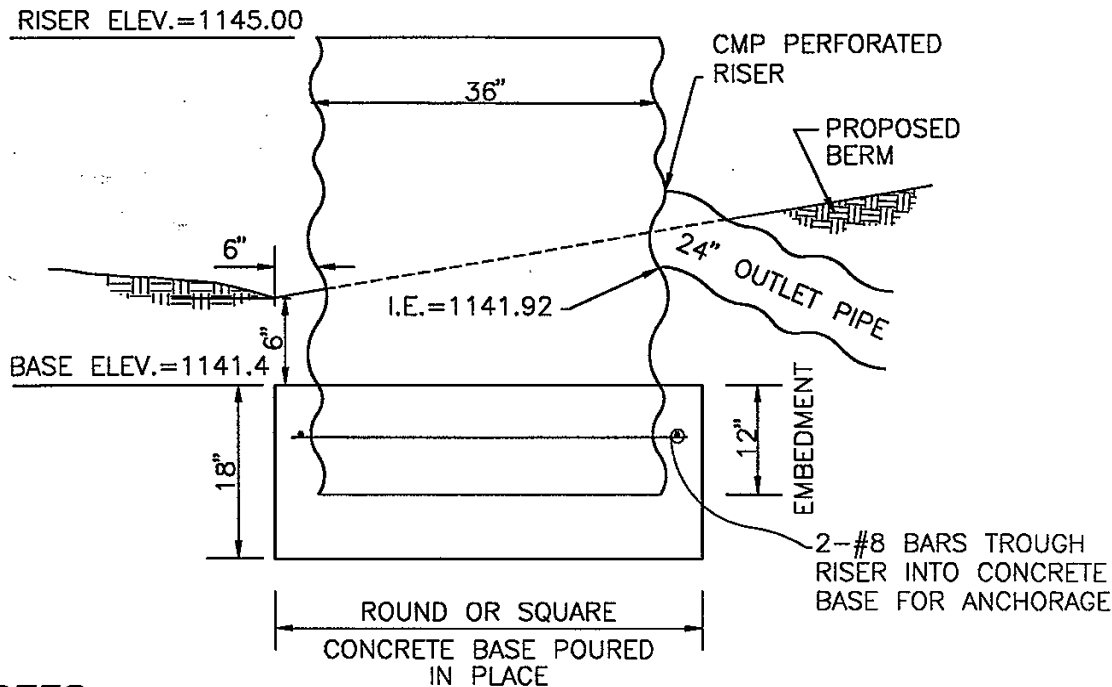
JAMES LINDER TD2 FILE NO. E-1035-101 DATE: JUNE 25, 1996  
THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

ESTIMATED COST OF PAVING  
ONTARIO STREET WEST OF OUTLOT "D"

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	7" PCC Pavement	1,225 S.Y.	\$22.00/S.Y.	\$26,950.00
2.	Common Excavation	550 C.Y.	\$ 1.50/C.Y.	\$ 825.00
3.	Remove Asphalt Turnaround	80 S.Y.	\$ 4.00/S.Y.	\$ 320.00
4.	Remove Concrete Header	25 L.F.	\$ 2.00/L.F.	\$ 50.00
5.	Construct Concrete Header	25 L.F.	\$ 2.00/L.F.	\$ 50.00
6.	Construct 4" PCC Sidewalk	3,520 S.F.	\$ 2.00/S.F.	<u>\$ 7,040.00</u>
ESTIMATED TOTAL CONSTRUCTION COST				\$35,235.00
ENGINEERING @ 12%				<u>\$ 4,228.00</u>
TOTAL PROJECT COST				\$39,463.00

EXHIBIT "E"

TD<sup>2</sup> File No. 1035-101.19  
July 10, 1996



NOTES:

1. CONCRETE SHALL BE 2500 P.S.I. 28 DAY COMPRESSIVE STRENGTH.
2. CORRUGATED METAL PIPE SHALL BE GALVANIZED AND INSTALLED WITH COUPLING BANDS. MINIMUM GAGE SHALL BE 14.
3. ALL CMP JOINTS SHALL BE MADE WITH GASKET COUPLING BANDS.

SEDIMENT BASIN RISER  
PIPE DETAIL

NO SCALE

ELEVATION THAT TRIGGERS SEDIMENT REMOVAL IS 1143.5

EXHIBIT " F "

TD<sup>2</sup> FILE NUMBER: 1035-101-F  
DATE: JUNE 25, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD. OMAHA, NEBRASKA 68154, 402-330-8860