SUBDIVISION AGREEMENT

THIS AGREEMENT made this ___ day of ____________, 2008, by and between Ingram Land Development, L.L.C., a Nebraska Limited Liability Corporation, (hereinafter referred to as “Developer”); SANITARY AND IMPROVEMENT DISTRICT NO. 288 OF SARPY COUNTY, NEBRASKA, (hereinafter referred to as “District”) and the CITY OF 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 herein referred to as the “area to be developed”, which area to be developed is within City’s zoning and platting jurisdiction; and

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

   A. Grading of street right-of-way except for initial site grading which shall be done privately. Initial site grading shall include adjacent or abutting street right-of-way.
B. Construction of and concrete paving of all streets dedicated per Streets & Storm Sewer Exhibit “D”.

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

D. All storm sewers, inlets and appurtenances constructed on dedicated street right-of-ways or easements within the area to be developed. Permanent storm water detention basins on and off site as shown on Exhibit “D”.

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

F. Capital facilities charges to the City of Papillion.

G. Trails. The District shall construct a (10) ten foot wide concrete trail along the east side of 72nd Street extending to the limits of the Final Plat and continuing south to the existing trail system and as shown per Park, Trail and Decorative Lighting Plan, Exhibit “F”.

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

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

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

K. A civil defense and storm warning system.

L. Sediment Basin and Detention Ponds per Exhibit “G”.

II.

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

Developer and City agree that the cost of all public improvements constructed by the District within the area to be developed (Exhibit “A”) as authorized by Paragraph I, supra, shall be defrayed as follows and as identified in Exhibit “C” attached hereto and incorporated herein by this reference as the Source and Use of Funds. Construction overruns and/or change orders totaling up to 10% of any individual contract as described in Exhibit “C”, may be submitted for approval prior to the work being started. If the work is approved by the City Administrator and the City Engineer, the total cost of the work may be added to the contract and Exhibit “C”. If the work is not approved by the City Administrator and City Engineer, the work shall be included in the statements of cost and specially assessed evenly against the assessable property within the District. Alternatively the work may be done privately. In no case shall the general obligation costs of the District exceed $297,812.00 (the amount of total general obligation agreed to between the Developer and lender), at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the general obligation debt to the required amount.

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

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

C. Except as otherwise approved by the City herein, 100% of the entire cost of all sanitary sewer lines and water mains located within the District will be paid by special assessment against the property specially benefited. No portion of the cost of sanitary sewers and water mains shall be borne by general obligation of the District; provided, however, that for sanitary sewers in excess of 8 inches and water mains in excess of 8 inches the cost in excess of the cost of 8 inch sanitary sewers and/or 8 inch water mains will be borne by the general obligation of the District and any outfall sewer lines or water lines outside the District boundaries caused to be constructed by the District shall be borne by the general obligation of the District. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the Code of the City of Papillion, fire hydrants shall be provided by the subdivider. The type of hydrant and control valves and the location of the hydrant must be approved by the fire chief.
D. Except as otherwise approved by the City herein, 100% of the entire cost of all storm sewer and appurtenances shall be borne by general obligation of the district: provided, however, that for storm sewers in excess of 48 inches inside diameter the difference in cost between the actual storm sewer constructed and a 48 inch storm sewer shall be specially assessed against the property within the District. Difference in cost shall include a proportionate share of the entire cost as hereinafter described in Paragraph IV. For improved channels, the cost of constructing the channel and appurtenances shall be considered as the cost of storm sewer in excess of 48 inches. Culvert crossings perpendicular to street center lines may be generally obligated for a length not exceeding the width of the right-of-way, plus six times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

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

F. Capital Facilities Charges to the City of Papillion in the amount of 65,475.30 ([12.227ac x $4,500/ac = $55,021.50] + [2.489ac x $4,200/ac = $10,453.80]). Not less than 50% of gross capital facility charges paid to the City of Papillion shall be specially assessed against properties served. Capital Facilities Charges shall be paid prior to issuance of any building permits.

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

The District may be reimbursed up to $16,250 for the cost of the pedestrian trail south of the property line at the time development occurs on Tax Lot 16A 25-14-12.
H. Up to $39,192 of the cost of public paving improvements, including a deceleration lane at northbound 72nd Street, shall be a general obligation of the District. The remaining $156,270 shall be specially assessed.

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

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

J. There shall be installed in the subdivision or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure built in said subdivision, civil defense sirens and a number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The siren must be capable of sounding the severe weather and attack warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as a general obligation cost. If existing coverage is available, subdivision will pay its pro-rata share of siren cost based on the areas of coverage as determined by the City Engineer and not to exceed $375.00.

K. Developer covenants and agrees that it assumes the sole obligation for the construction of the temporary basin(s), the maintenance thereof, and the removal thereof at its sole cost. The grading for and maintenance of the permanent basins will be performed and paid for by the Developer, with the cost of the piping therefore paid by the District as a general obligation cost. When the development is substantially built out, and the basin is in a vegetated state, and the City Engineer determines that the sedimentation from the subdivision has been reduced to a level so that the basin is no longer necessary as a sediment trap for the construction of the subdivision, the District shall assume all maintenance responsibilities therefore. Developer, Ingram Land Development L.L.C., a Nebraska Corporation, their successors and assigns, shall be responsible for the basins in the development.

IV.

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

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

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

B. “Property benefited” shall mean property benefited from the improvement and situated either (1) within the platted area in which the improvement is situated or (2) outside such platted area in which such improvement is situated but within the corporate limits of the District and within 300 feet of said platted area. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.

C. “Street intersections” shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

V.

City covenants and agrees:

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

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

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

VI.

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

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

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

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

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

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

1. A schedule of the proposed special assessments

2. A plat of the area to be assessed

3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

   a) the amount paid to contractor

   b) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, penalties, forfeitures, default charges, fiscal fees paid and interest accrued to the date of levy of special assessments.

4. District agrees to obtain written approval of the City of proposed assessments schedules prior to advertising for any hearing of District to be held for the purpose of equalizing or levying special assessments against property benefited by any improvements constructed by District.

E. The District shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for public improvements, but in no event shall said levy be less than the current tax levy assessed by the City of Papillion on the taxable real estate within the City limits.
F. The District shall provide the City ten (10) days notice of its annual budget meeting along with its tax requests.

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

H. District warrants that it will provide City with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and the District shall also provide to the City actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.

VII.

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

VIII.

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

IX.

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

The City of Papillion will invoice said District for the required payment for services on an annual basis and District will have 30-days in which to make payment after receiving invoice. The City of Papillion shall maintain records of all costs incurred within District boundaries for locating services and District shall have the right to audit and review such records at any time to assure that such records are accurate.
ATTEST:     CITY OF PAPILLION, a Nebraska Municipal Corporation

__________________________________    By_____________________________________
City Clerk          Mayor

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

By_____________________________________
Chairman

STATE OF NEBRASKA )
)ss.
COUNTY OF SARPY )

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

Witness my hand and Notarial Seal this _____ day of ____________________, 2008.

_____________________________________
Notary Public

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

By_________________________________
Owner

STATE OF NEBRASKA )
)ss.
COUNTY OF SARPY )

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

Witness my hand and Notarial Seal this _____ day of ____________________, 2008.

_____________________________________
Notary Public
INTRODUCTION STATEMENT

RECITALS

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

EXHIBITS:

A Plat Legal Description with Metes and Bounds
B Plat
C Source and Use
D Streets and Storm Sewer
E Sanitary and Water
F Park, Trail and Decorative Lighting
G Sediment and/or Detention
## SUMMARY OF ESTIMATED CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Construction Cost</th>
<th>Total Cost</th>
<th>Other or Private</th>
<th>Special</th>
<th>Gen. Obl.</th>
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<td>99,987</td>
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 Totals: 782,882 999,628 46,633 650,119 302,876

Commercial Assessment . . . . $1.01 /S.F. Land

Notes:
1) Hard Costs Not Included: Building Construction, Landscaping
2) Soft Costs Not Included: Commissions, Marketing, Bonds, Building Permit Fees, Fiscal Agent Approved General Obligation Amount of $297,812
3) Taxes, Closing Costs, Developer Fees

Valuation: 68,000 SF MU @ $110.00 $7,480,000

Debt Ratio $302,876 / $7,480,000 = 4.05%
### PROJECT: SANITARY SEWER

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<td>EACH</td>
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**TOTAL ESTIMATED CONSTRUCTION COST:** $79,900

**NOTES:**
- **FISCAL COSTS**: 5% $3,995
- **LEGAL COSTS**: 5% $3,995
- **ENGINEERING & C.M. COST**: 18% $14,382
- **INTEREST COSTS**: 8% $6,392
- **TESTING COSTS**: 3% $2,397

**TOTAL G.O.** $0

**TOTAL COST** $111,061

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### PROJECT: INTERIOR CONCRETE PAVING (PUBLIC)

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**TOTAL ESTIMATED CONSTRUCTION COST:** $165,100

**NOTES:**
- **FISCAL COSTS**: 5% $3,995
- **LEGAL COSTS**: 5% $3,995
- **ENGINEERING & C.M. COST**: 18% $14,382
- **INTEREST COSTS**: 7% $5,593
- **TESTING COSTS**: 3% $2,397

**TOTAL PAVEMENT G.O.** $39,192

**TOTAL COST** $195,462

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### PROJECT: INTERIOR CONCRETE PAVING (PRIVATE)

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**TOTAL ESTIMATED CONSTRUCTION COST:** $28,633
### PROJECT: ELECTRICAL SERVICE

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**TOTAL ESTIMATED CONSTRUCTION COST:** $29,650

**FISCAL COSTS:** $1,483

**LEGAL COSTS:** $1,483

**ENGINEERING & C.M. COST:** $2,985

**INTEREST COSTS:** $2,076

**TESTING COSTS:** $0

**TOTAL COST:** $37,656

### PROJECT: WATER (INTERIOR)

<table>
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<tr>
<th>NO.</th>
<th>ITEM</th>
<th>APPROX. QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8&quot; WATER MAIN</td>
<td>2,070</td>
<td>L.F.</td>
<td>$20.00</td>
<td>$41,400</td>
</tr>
<tr>
<td>2</td>
<td>9&quot; GATE VALVE &amp; BOX</td>
<td>5 EA</td>
<td></td>
<td>$800.00</td>
<td>$4,000</td>
</tr>
<tr>
<td>3</td>
<td>FIRE HYDRANT ASSEMBLY</td>
<td>4 EA</td>
<td></td>
<td>$1,500.00</td>
<td>$6,000</td>
</tr>
<tr>
<td>4</td>
<td>MISC FITTINGS, ETC</td>
<td>1 LS</td>
<td></td>
<td>$5,000.00</td>
<td>$5,000</td>
</tr>
<tr>
<td>5</td>
<td>CONNECTION TO EXISTING MAIN</td>
<td>3 EA</td>
<td></td>
<td>$1,500.00</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST:** $60,900

**FISCAL COSTS:** $3,045

**LEGAL COSTS:** $3,045

**ENGINEERING & C.M. COST:** $9,744

**INTEREST COSTS:** $4,263

**TESTING COSTS:** $0

**TOTAL COST:** $82,824

### PROJECT: STORM SEWER (PUBLIC)

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>APPROX. QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18&quot; RCP</td>
<td>75 L.F.</td>
<td></td>
<td>$28.00</td>
<td>$2,100</td>
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<tr>
<td>2</td>
<td>24&quot; RCP</td>
<td>0 L.F.</td>
<td></td>
<td>$38.00</td>
<td>$0</td>
</tr>
<tr>
<td>3</td>
<td>30&quot; RCP</td>
<td>0 L.F.</td>
<td></td>
<td>$50.00</td>
<td>$0</td>
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<tr>
<td>4</td>
<td>36&quot; RCP</td>
<td>865 L.F.</td>
<td></td>
<td>$65.00</td>
<td>$56,225</td>
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<tr>
<td>5</td>
<td>48&quot; RCP</td>
<td>655 L.F.</td>
<td></td>
<td>$80.00</td>
<td>$52,400</td>
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<tr>
<td>6</td>
<td>54&quot; RCP</td>
<td>495 L.F.</td>
<td></td>
<td>$90.00</td>
<td>$44,550</td>
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<tr>
<td>7</td>
<td>60&quot; RCP</td>
<td>0 L.F.</td>
<td></td>
<td>$100.00</td>
<td>$0</td>
</tr>
<tr>
<td>8</td>
<td>INLETS</td>
<td>14 L.F.</td>
<td></td>
<td>$1,400.00</td>
<td>$19,600</td>
</tr>
<tr>
<td>9</td>
<td>STORM MANHOLE</td>
<td>45 V.F.</td>
<td></td>
<td>$320.00</td>
<td>$14,400</td>
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<tr>
<td>10</td>
<td>AREA INLET</td>
<td>1 EACH</td>
<td></td>
<td>$1,500.00</td>
<td>$1,500</td>
</tr>
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**TOTAL ESTIMATED CONSTRUCTION COST:** $190,775

**FISCAL COSTS:** SPECIAL PORTION

**LEGAL COSTS:** $9,539

**ENGINEERING & C.M. COST:** $30,524

**INTEREST COSTS:** $13,354

**TESTING COSTS:** $5,723

**TOTAL COST:** $256,464
### PROJECT: CAPITAL FACILITIES CHARGES

<table>
<thead>
<tr>
<th>NO.</th>
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<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MU (LOTS 1-9)</td>
<td>12.23</td>
<td>ACRES</td>
<td>$4,500.00</td>
<td>$55,022</td>
</tr>
<tr>
<td>2</td>
<td>OUTLOT &quot;A&quot;</td>
<td>2.49</td>
<td>ACRES</td>
<td>$4,200.00</td>
<td>$10,454</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST:** $65,475

**NOTES:**
- **FISCAL COSTS:** 5% $3,995
- **LEGAL COSTS:** 0% $0
- **ENGINEERING & C.M. COST:** 0% $0
- **INTEREST COSTS:** 7% $5,593
- **TESTING COSTS:** 0% $0

### PROJECT: PEDESTRIAN TRAIL IMPROVEMENTS

<table>
<thead>
<tr>
<th>NO.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6&quot; X 10' CONCRETE TRAIL EAST SIDE 72ND STREET</td>
<td>13,500</td>
<td>SF</td>
<td>$3.25</td>
<td>$43,875</td>
</tr>
<tr>
<td>2</td>
<td>SUBGRADE ADJUSTMENT</td>
<td>500</td>
<td>CY</td>
<td>$2.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>3</td>
<td>ADDITIONAL 6&quot; X 10' CONCRETE TRAIL FRON SOUTH P.L. TO CREEK</td>
<td>5,000</td>
<td>SF</td>
<td>$3.25</td>
<td>$16,250</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST:** $61,125

**NOTES:**
- 6/10/08 - REVISED FROM 8' WIDE TO 10' WIDE TRAIL, ALSO ADDED TRAIL SECTION SOUTH OF PROJECT TO CREEK
- **FISCAL COSTS:** 5% $3,995
- **LEGAL COSTS:** 5% $3,995 100% GENERAL OBLIGATION
- **ENGINEERING & C.M. COST:** 18% $14,382
- **INTEREST COSTS:** 7% $5,593
- **TESTING COSTS:** 3% $2,397

**TOTAL COST:** $91,487

### PROJECT: DECORATIVE STREET LIGHTS

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DECORATIVE STREET LIGHTS</td>
<td>8</td>
<td>EACH</td>
<td>$2,500.00</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST:** $20,000

**NOTES:**
- **FISCAL COSTS:** 0% $0
- **LEGAL COSTS:** 0% $0 100% PRIVATE
- **ENGINEERING & C.M. COST:** 0% $0
- **INTEREST COSTS:** 0% $0
- **TESTING COSTS:** 0% $0

**TOTAL COST:** $20,000
EXHIBIT "A" - PLAT LEGAL DESCRIPTION

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


SAID TRACT OF LAND CONTAINS AN AREA OF 841,442 SQUARE FEET OR 14.716 ACRES, MORE OR LESS.
NOTES:

1. ALL LINES ARE 60" UNLESS OTHERWISE NOTED.
2. DIRECT VACAL ACCESS WILL NOT BE ALLOWED TO DURHAM DRIVE OR TOWN STREET FROM ANY LOT ABUTTING DURHAM STREET.
3. ALL LINES ARE TO CURVE CURVED STREETS UNLESS SHOWN AS NON-CURVATURE.

EXHIBIT "B"