

SUBDIVISION
AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2007, by and between Pink Family Investments, L.L.C. (hereinafter referred to as "Developer") as Developer; SANITARY AND IMPROVEMENT DISTRICT NO. 217 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; and

WHEREAS, Developer has requested City to forbear from annexing the area to be developed until after May 16, 2013, to allow construction of public improvements through Sanitary and Improvement District No. 217 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 of Sarpy County and water system of Metropolitan Utilities District; 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 shall be used for construction of the following public improvements identified below and in Exhibit "C" attached hereto and incorporated herein by reference which is the Source and Use of Funds and which presents an allocation of estimated costs of certain public improvements amongst the parties hereto:

A. Grading of street right-of-way, except for the 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 plat (Exhibit "B-1"). Valley Ridge Drive shall be extended to the West property line if Outlot A is not used for dam purposes.

C. Improvements to 120th Street including grading for a three-lane section from Roberts Road to the southern boundary line of Phase 2 in accordance with a proper executed and approved interlocal agreement to be entered into with the county, SID 217 and other parties as necessary and dedication of additional right of way as shown on Exhibit "B-2". Developer shall dedicate an easement to SID 217 to allow the south ½ of Valley Ridge Drive (as shown on Exhibit "B-2") to be extended from Phase I of the Pink Industrial Park 2 eastward to 120th Street. This will be established as a 12-foot one way 'country lane' type road which will be graded and then stabilized with crushed rock and seed to reduce erosion, dust, and invitation to use (hereinafter referred to as the "Extended Valley Ridge Drive"). Until the approval of additional platting or zoning for Phase II of the project, the Extended Valley Ridge Drive shall be used for access to Phase I of Pink Industrial Park 2 by only police, fire, and other emergency vehicles. During this period, the Extended Valley Ridge Drive shall have the following two locked gates installed to restrict vehicle traffic on Extended Valley Ridge Drive: (1) at the east access point to Extended Valley Ridge Drive at 120th Street; and (2) at the west access point to Extended Valley Ridge Drive from Roberts Road. The limited maintenance necessary for Extended Valley Ridge Drive (including, but not limited to, regular mowing and snow removal) shall be provided by SID 217. The gates shall be locked at all times with keys provided to the Papillion Fire Department and such other police and emergency agencies as may be warranted.

D. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "B-1") pursuant to sanitary sewer plans heretofore prepared by Thompson, Dreessen & Dorner, Inc., consulting engineers and land surveyors.

E. All storm sewers, inlets and appurtenances constructed on dedicated street right-of-ways or easements within the area to be developed including permanent storm water detention basins on and off site as shown on Exhibit "B-1" and Exhibit "B-2".

F. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat (Exhibit "B-1"), and underground power within the area to be developed, and contracting with a public gas company for a gas distribution system.

G. Construction of sidewalks on both sides of all streets as shown in Exhibit "B-1".

H. Installation of Emergency Vehicle Preemption device to be installed on traffic signal arms, if any traffic signals are installed.

I. Installation and maintenance, at the expense of the Developer, of a six foot high opaque fence ("Fence") along the southern boundary of the Phase 2 property for the

entire length of the southern boundary that abuts the residential property to the south of the Phase 2 Property at a place to be determined in consultation with the residential property owners to the south of the Phase 2 Property for so long as the residential property to the south of the Phase 2 Property remains zoned for residential purposes. The Fence shall be put in place after the approval of the final plat for Phase 2. The Developer shall seek city approval to locate the Fence as close as reasonably possible to the south property line of the Phase 2 Property as it borders the current residential property. The intent is to erect the Fence along the east 620 feet of the south property line as close to the south property line as possible so long as it does not destroy or unreasonably injure the existing trees or other vegetation along the Phase 2 Property south boundary line adjacent to the existing residential property. The intention of erecting the Fence on or close to the south property line of Phase 2 is to allow greater screening for the residential property. The buffer yard requirement shall remain as provided in the Papillion ordinance.

J. A civil defense and storm warning system, if any are necessary within the plat area.

II.

It is agreed that the credit or funds of the District 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 and as identified in Exhibit "C" attached hereto and incorporated herein by 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 \$168,200 (Phase I), 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 intersections 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, One hundred percent (100%) of the District's contribution to grading 120th Street 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.

D. 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.

E. At the time of the approval of the final plat for Phase II and subject to the approval of the fiscal agent of SID 217, SID 217 shall agree to participate in the interlocal agreement for construction of 120th Street to the extent of its front footage along 120th Street up to an amount of 25% (which could be increased under proper circumstances to 33 1/3%) for its assessable portion of a two lane concrete pavement street for SID 217's front footage along 120th Street, with the understanding that, if SID 217 provides up front funding for the east side of 120th Street (or any other portion of 120th Street), it shall be entitled to reimbursement of its up front funding from the owners of the land (or the relevant SID) for whom the up front funding was provided, as and when the property is developed.

F. Except as otherwise approved by the City herein, one hundred percent (100%) of the acquisition and improvement of the 12-foot wide emergency access easement and road improvements shall be paid by the developer.

G. 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.

H. Except as otherwise approved by the City herein, one hundred (100%) percent of the cost of construction and maintenance of the permanent sediment basins, except that the cost of piping may be a general obligation of the District, shall be the responsibility of the Developer. The Developer may transfer maintenance responsibility to the District after such time as the basin is no longer necessary as a sediment trap for the construction of the subdivision.

I. Except as otherwise approved by the City herein, 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. The District is to pay the cost differential so the rate is similar to the rate for standard lighting.

J. 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 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.

K. 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.

L. 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.

M. Except as otherwise approved by the City herein, one hundred (100%) percent of the cost of sidewalks shall be paid by the developer.

N. Except as otherwise approved by the City herein, 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

O. One hundred percent (100%) of the entire cost of any required buffer, including the fence along the southern edge of "Phase 2" as described in Section I.I, shall be paid by the developer.

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, penalties, forfeitures, default charges, 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 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 may connect its sanitary sewer system and water system to the sanitary system of Sarpy County and water system of Metropolitan Utilities District pursuant to the execution of agreements and the payment of any necessary connection fees.

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 to Trustees covenant and agree that the District 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. 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. The District shall not solicit bids for public improvement 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.

C. The District shall forward all test 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.

D. 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.

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.

F. 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.

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

H. 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.

I. 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. 217 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 parties mutually agree that the City of Papillion will provide, sanitary sewer and 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.

X.

The District is shown on Exhibit "B". City, Subdivider and District agree that the public improvements for the platted area shall be constructed in phases as shown on Exhibit "B-2". Phase I improvements shall be completed within one (1) year of the date hereof.

CITY OF PAPILLION, A Nebraska
Municipal Corporation

ATTEST:

James E. Blinn, Mayor

Jennifer Niemier, City Clerk

CITY SEAL:

SANITARY & IMPROVEMENT DISTRICT
NO. 217 OF SARPY COUNTY, NEBRASKA

Date: _____

By: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came _____,
_____ of Sanitary & Improvement District No. 217, known to me to be the identical
person who executed the above instrument and acknowledged the execution thereof to be his or her
voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this ____ day of _____, 2007.

Notary Public

Pink Family Investments, L.L.C., a Nebraska limited liability company,

Date: _____

By: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

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

Witness my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public

**SUBDIVISION AGREEMENT
TABLE OF CONTENTS**

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 (Phases 1 & 2)
B-1	Plat (Phase 1)
B-2	Plat Exhibit (Phases 1 & 2)
C	Source and Use of Funds (Phases 1)

Exhibit A

LEGAL DESCRIPTION - PINK INDUSTRIAL PARK 2, LOTS 1 THROUGH 8 AND OUTLOT A (PHASE 1)

ALL OF TAX LOT 4A IN THE NW ¼ OF THE SE ¼, TOGETHER WITH ALL OF TAX LOT R2 IN THE NW ¼ OF SAID SE ¼ AND IN THE NE ¼ OF THE SW ¼, TOGETHER WITH PART OF TAX LOT 5A2A1 IN THE NORTH ½ OF SAID SE ¼, ALL IN SECTION 19, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, PINK INDUSTRIAL PARK REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S02°19'35"E (ASSUMED BEARING) 205.46 FEET ON THE WEST LINE OF LOT 2, SAID PINK INDUSTRIAL PARK REPLAT 1; THENCE S02°20'58"E 292.55 FEET ON THE WEST LINE OF TAX LOT 5B1 IN SAID NORTH ½ TO THE SOUTHWEST CORNER THEREOF; THENCE S87°22'26"W 31.05 FEET ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TAX LOT 5B1; THENCE S02°37'34"E 330.34 FEET TO THE SOUTH LINE OF SAID TAX LOT 5A2A1; THENCE S87°22'34"W 1393.79 FEET ON THE SOUTH LINES OF SAID TAX LOT 5A2A1 AND R2 TO THE SOUTHWEST CORNER OF SAID TAX LOT R2; THENCE N33°34'26"E 143.66 FEET ON THE NORTHWEST LINE OF SAID TAX LOT R2 TO THE MOST SOUTHERLY CORNER OF SAID TAX LOT 4A; THENCE N02°13'50"W 614.34 FEET ON THE WEST LINE OF SAID TAX LOT 4A; THENCE N58°07'55"E 199.00 FEET ON THE NORTHWEST LINE OF SAID TAX LOT 4A TO THE SOUTHWEST CORNER OF LOT 2, PINK INDUSTRIAL PARK REPLAT 3, A SUBDIVISION IN SAID SARPY COUNTY; THENCE N87°20'00"E 1164.59 FEET ON THE SOUTH LINE OF SAID PINK INDUSTRIAL PARK REPLAT 3 AND ON THE SOUTH LINE OF SAID PINK INDUSTRIAL PARK REPLAT 1 TO THE POINT OF BEGINNING.

CONTAINING 25.12 ACRES MORE OR LESS.

LEGAL DESCRIPTION - PINK INDUSTRIAL PARK 2, PHASE 2

THAT PART OF TAX LOT 5A2A1 IN THE NORTH ½ OF THE SE ¼ OF SECTION 19, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TAX LOT 5A2B IN SAID SE ¼; THENCE S87°22'26"W (ASSUMED BEARING) 1317.67 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2B TO THE SOUTHWEST CORNER THEREOF; THENCE N02°20'58"W 38.00 FEET ON THE WEST LINE OF SAID TAX LOT 5A2B; THENCE S87°22'26"W 31.05 FEET; THENCE S02°37'34"E 330.34 FEET TO THE SOUTH LINE OF SAID TAX LOT 5A2A1; THENCE N87°22'34"E 1347.00 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2A1 TO THE SOUTHEAST CORNER THEREOF; THENCE N02°19'35"W 292.40 FEET ON THE EAST LINE OF SAID TAX LOT 5A2A1 TO THE POINT OF BEGINNING.

CONTAINING 9.07 ACRES MORE OR LESS.

LEGAL DESCRIPTION

A PART OF TAX LOT 5A2A1, TOGETHER WITH TAX LOT R2 AND TAX LOT 5A2B, ALL IN SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

NOTES

1. EXISTING ZONING IS AG. PROPOSED ZONING FOR LOT 1 THROUGH 14 INCLUSIVE IS L1.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT. INTERVALS BASED ON U.S.G.S. DATUM.
3. WATER WILL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. GAS WILL BE PROVIDED BY AQUILA.
5. POWER WILL BE PROVIDED BY OMAHA PUBLIC POWER DISTRICT.
6. EROSION CONTROL SHALL BE PROVIDED DURING CONSTRUCTION.
7. SANITARY SEWER IS CONNECTED TO THE SOUTH PAPILLON CREEK OUTFALL SEWER WITH ULTIMATE TREATMENT BY THE CITY OF OMAHA.
8. THERE SHALL BE NO DIRECT ACCESS TO 120TH STREET FROM ANY LOTS WITHIN THE SUBDIVISION.
9. OUTLOT A IS RESERVED FOR A FUTURE NRD DAMSITE WP-RB5 ANY FUTURE REPLAT MAY NOT BE DONE ADMINISTRATIVELY.
10. IF THE PLAN FOR WP-RB5 IS ABANDONED, VALLEY RIDGE DRIVE SHALL BE EXTENDED TO THE WESTERN BOUNDARY OF OUTLOT A. THE DEVELOPER RESERVES THE RIGHT TO PROVIDE ACCESS TO AND THROUGH OUTLOT A AT A LOCATION OTHER THAN THE EXTENSION OF VALLEY RIDGE ROAD PROVIDED THAT SUCH ACCESS IS APPROVED BY THE CITY OF PAPERILLON.

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER

PINK INDUSTRIAL PARK 2

LOTS 1 THRU 14, INCLUSIVE
AND OUTLOT A

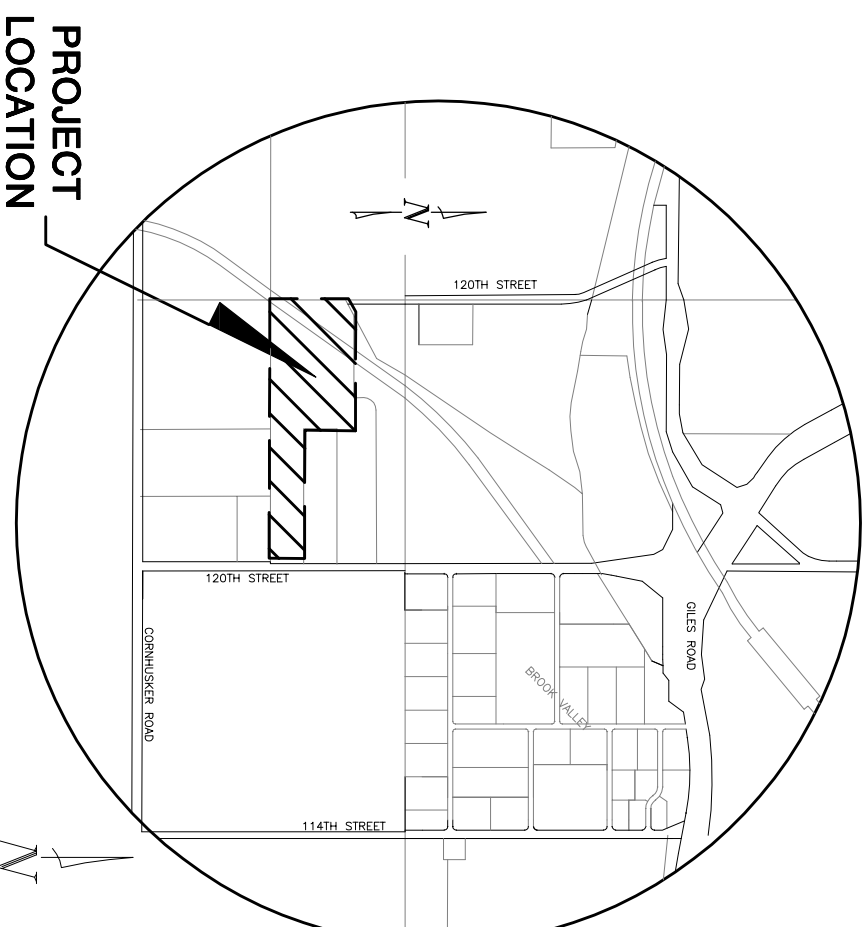
SUBDIVIDER

PINK FAMILY INVESTMENTS, L.L.C.
4920 SOUTH 66th PLAZA
OMAHA, NE 68117
(402) 592-1034

ENGINEER

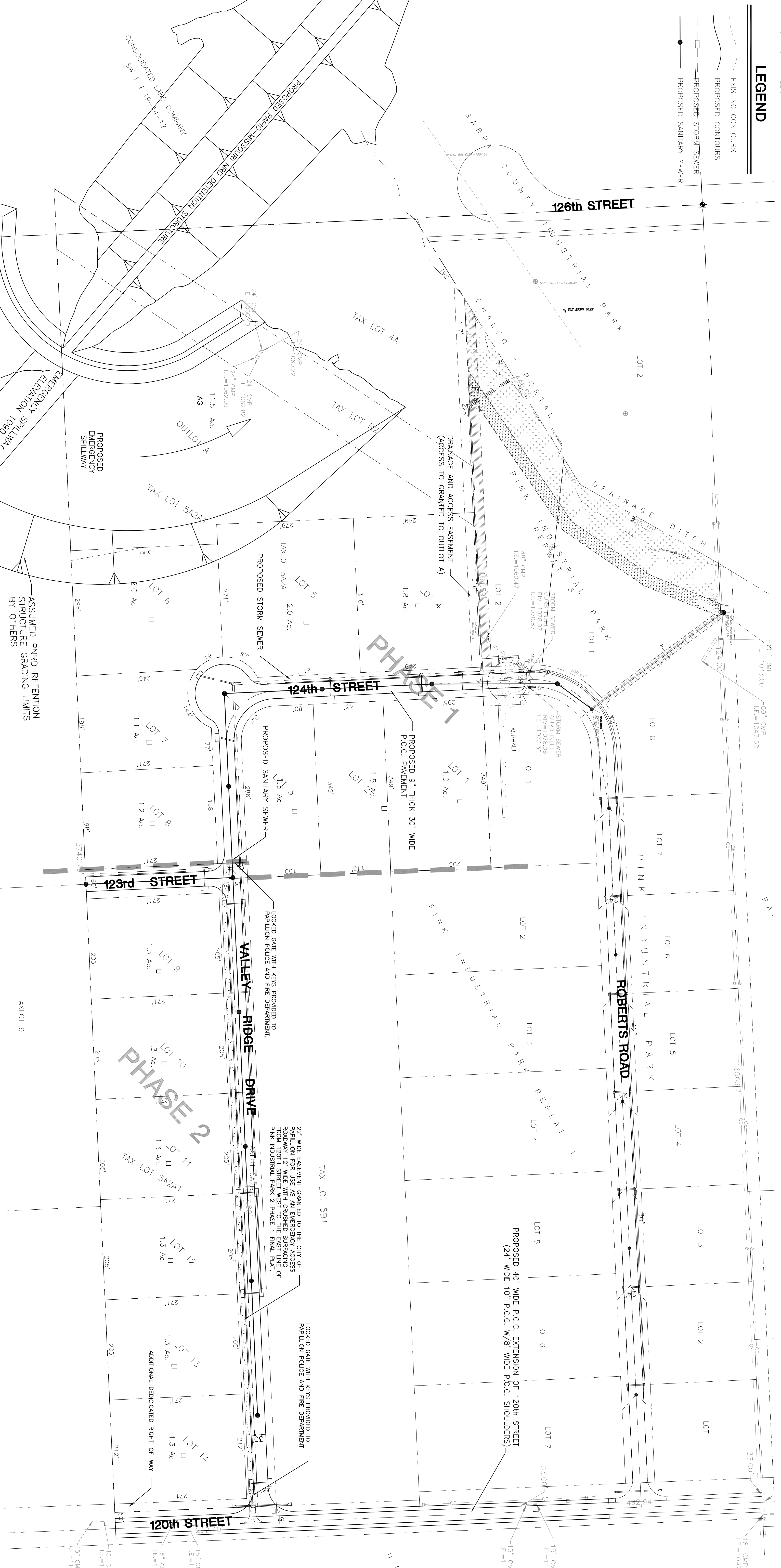
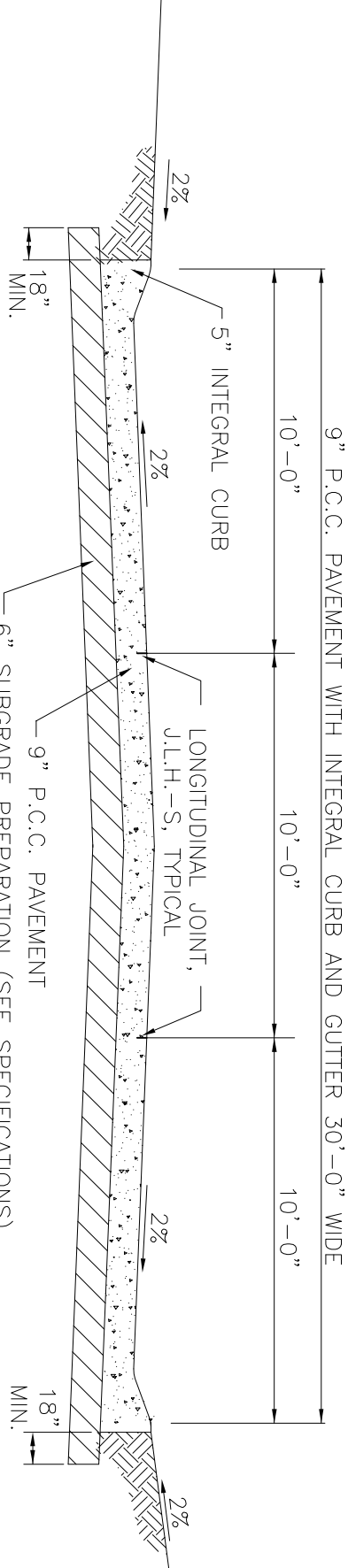
THOMPSON, DREESSEN AND DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

0 50' 100' 200'
SCALE IN FEET



TYPICAL PAVEMENT SECTION

NO SCALE



PINK INDUSTRIAL PARK 2

EXHIBIT B-2

PINK FAMILY INVESTMENTS, L.L.C.

Scale:	AS SHOWN
date:	SEPT. 22, 2004
drawn by:	RTM
checked by:	DAJ
revision:	JUNE 26, 2007



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
PHONE: 402.330.8860 FAX: 402.330.5866 EMAIL: TD2MAIL@TD2CO.COM
WEBSITE: WWW.TD2CO.COM

Name of Addition Pink Industrial Park 2 Phase 1 - 8 Lots (11.86 Acres) SID # 217, S.C.
 TD2 No.:1042-107

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Proposed Improvements		Financing**				
	Quantity	Construction Cost	Total* Cost	General Obligation	Special	Reimbursable	Private
Storm Sewer		\$252,900	\$329,700	\$136,900	\$192,800	\$0	\$0
Sanitary Sewer							
Interceptor fees		\$72,700	\$94,000	\$21,300	\$0	\$72,700	\$0
Interceptor		\$0	\$0	\$0	\$0	\$0	\$0
Outfall		\$0	\$0	\$0	\$0	\$0	\$0
Interior		\$66,800	\$98,300	\$0	\$98,300	\$0	\$0
Paving							
Minor		\$134,300	\$180,900	\$300	\$173,900	\$0	\$6,800
Collect.		\$0	\$0	\$0	\$0	\$0	\$0
Major		\$0	\$0	\$0	\$0	\$0	\$0
Traffic Signal		\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks		\$0	\$0	\$0	\$0	\$0	\$0
Parks							
Acquisition		\$0	\$0	\$0	\$0	\$0	\$0
Contribution		\$0	\$0	\$0	\$0	\$0	\$0
Improvements		\$0	\$0	\$0	\$0	\$0	\$0
Water							
Capital Facilities		\$0	\$0	\$0	\$0	\$0	\$0
Interior		\$105,400	\$137,400	\$0	\$137,400	\$0	\$0
Off-Site		\$7,400	\$9,600	\$9,600	\$0	\$0	\$0
Gas							
Interior							
Off-Site							
Electricity***							
Interior		\$32,200	\$42,600	\$0	\$42,600	\$0	\$0
Off-Site		\$0	\$0	\$0	\$0	\$0	\$0
Total		\$671,500	\$892,700	\$168,200	\$645,000	\$72,700	\$6,800

* Total cost includes the addition of legal, engineering, fiscal fees, and interest.

** Attach a statement of assumptions as basis for preliminary projections.

*** Indicate any need to relocate on- or off-site lines.

Date 10-Aug-06
 revised 17-Aug-08

Name of Addition: **Pink Industrial Park 2**
TD2 No.:1042-107

17-Aug-07

DEBT RATIO

Assessable Valuation:

Phase 1 - 8 Lots (11.86 Acres)

Commercial Land	11.86 Acres	\$ 97,807.75 / Acre	\$ 1,160,000
Commercial Building	11.86 Acres	\$256,320.00 / Acre	<u>\$ 3,040,000</u>
Phase 1 Total Valuation			\$ 4,200,000
Phase 1 Allowable Debt Ratio (4%)			\$ 168,000
Estimated General Obligation			\$ 168,200
Calculated Debt Ratio			4.00%