

SUBDIVISION  
AGREEMENT

**PORTAL PLAZA SOUTH  
LOTS 1 THRU 10 INCLUSIVE AND OUTLOT "A", PORTAL PLAZA SOUTH,  
SARPY COUNTY, NEBRASKA**

THIS AGREEMENT made this 8<sup>th</sup> day of November, 2006, by and between Venteicher, LLC, a Nebraska limited liability company (hereinafter referred to as "Developer"); SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY (hereinafter referred to as "District") and the CITY OF PAPIILLION, 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 October 1, 2007, for public improvements through Sanitary and Improvement District No. 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 construction of the following public improvements identified below and in Exhibit "C" attached hereto and incorporated herein by reference is the Source and Use of Funds which presents an allocation of estimated costs of certain public improvements amongst the parties hereto:

A. Grading of street right-of-way.

B. Construction of and concrete paving of all streets dedicated per plat (Exhibit "B"), including participation in the construction of a third lane in Cornhusker Road and turn lanes into the proposed development.

C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "B") 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. A silt basin is required during construction to meet storm water construction best management practices and shall be removed at the end of construction.

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. Decorative lighting shall be installed at entrances. Developer is to install decorative lighting at the locations identified in Exhibit "B".

F. Contracting with a public gas company for a gas distribution system.

G. Capital facilities charges to the City of Papillion in the amount of \$165,448.50.

H. Construction and installation of all required Subdivision Ordinance improvements, unless specifically waived by resolution, including but not limited to sidewalks, permanent monuments, street lights, streets, utility and drainage facilities (including water distribution, storm sewer, sanitary sewer and erosion control), fire hydrants, street signs, and public recreation facilities.

I. There shall be no changes or modifications which increase the anticipated total costs or cost allocations as reflected on Exhibit "C" by more than ten percent (10%) unless the same are approved by a majority of those persons either elected or appointed to the Papillion City Council.

## 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 and as identified in Exhibit "C" attached hereto and incorporated herein by reference as the Source and Use of Funds:

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.

One Hundred (100%) percent of the proportionate cost of grading a third lane of Cornhusker Road, may be borne by the general obligation of 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 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.

(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. 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.

One hundred (100%) percent of the cost of silt basin removal shall be a general Obligation of the District. Any cost of maintenance thereof shall be paid from the District's operating fund.

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. The Developer shall install decorative lighting at major neighborhood entrances, at the Developer's expense. The Developer shall pay the cost differential so the rate is similar to the rate for standard lighting.

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-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. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:

1. If refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical service to be levied against said lot
2. If refund is after the date of levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
3. If refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment.

F. 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.

G. 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 acres of coverage as determined by the City Engineer.

H. One hundred (100%) percent of all Subdivision Ordinance improvements, unless specifically waived by resolution, including but not limited to sidewalks, permanent monuments, street lights, streets, utility and drainage facilities (including water distribution, storm sewer, sanitary sewer and erosion control), fire hydrants, street signs, and public recreation facilities unless specifically modified in this agreement.

#### 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 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.

D. 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.

E. 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.

## VI.

Developer and Board to 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.

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. 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 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.

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

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. 275. 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". City, Developer and District agree that public improvements for the platted area shall be constructed in phases as shown on Exhibit "D". Phase I improvements shall be completed within one (1) year of the date hereof and Phase II within two (2) years thereafter.

City agrees 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.

X.

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.

CITY OF PAPIILLION, A NEBRASKA MUNICIPAL CORPORATION

By: [Signature]  
Mayor

Attest:

[Signature]  
City Clerk



SANITARY AND IMPROVEMENT DISTRICT  
NO. 266 OF SARPY COUNTY, NEBRASKA

By: [Signature]  
Chairman

Attest:

[Signature]  
Clerk

Venteicher, LLC, a NEBRASKA LIMITED  
LIABILITY COMPANY

By: [Signature]  
Administrative Member

- Exhibit A - Legal Description
- Exhibit B - Site Plan/ Street and utility plan
- Exhibit C - Source and Use of Funds
- Exhibit D - Phasing Plan (if applicable)

## Exhibit "A"

### Legal Description

A TRACT OF LAND LOCATED IN PART OF THE EAST 1/2 OF THE NW1/4 OF SECTION 21; AND ALSO TOGETHER WITH PART OF TAX LOT 2, A TAX LOT LOCATED IN THE WEST 1/2 OF SAID NW1/4 OF SECTION 21; AND ALSO TOGETHER WITH PART OF TAX LOT B, A TAX LOT LOCATED IN SAID EAST 1/2 OF THE NW1/4 OF SECTION 21; AND ALSO TOGETHER WITH PART OF TAX LOT C, A TAX LOT LOCATED IN THE WEST 1/2 OF THE WEST 1/2 OF THE NE1/4 OF SAID SECTION 21; AND ALSO TOGETHER WITH PART OF TAX LOT 7, A TAX LOT LOCATED IN THE SW1/4 OF SAID SECTION 21; AND ALSO TOGETHER WITH PART OF TAX LOT A, A TAX LOT LOCATED IN SAID WEST 1/2 OF THE NW1/4 OF SECTION 21; AND ALSO TOGETHER WITH PART OF SAID WEST 1/2 OF THE WEST 1/2 OF THE NE1/4 OF SECTION 21; AND ALSO TOGETHER WITH PART OF THE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY; AND ALSO TOGETHER WITH PART OF THE ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 8B, A TAX LOT LOCATED IN THE SE1/4 OF SAID SECTION 21; THENCE S02°45'41"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SW1/4 OF SECTION 21, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT 7, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 8B, A DISTANCE OF 487.58 FEET TO A POINT ON THE NORTHERLY LINE OF PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT PROPERTY; THENCE N49°20'22"W ALONG SAID NORTHERLY LINE OF THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT PROPERTY, A DISTANCE OF 711.78 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 OF SECTION 21, SAID LINE ALSO BEING THE SOUTH LINE OF SAID NW1/4 OF SECTION 21, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOT 7; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT PROPERTY ON THE FOLLOWING DESCRIBED COURSES; THENCE N46°25'35"W, A DISTANCE OF 76.82 FEET; THENCE N39°37'35"E, A DISTANCE OF 56.17 FEET; THENCE N50°22'25"W, A DISTANCE OF 300.00 FEET; THENCE S39°37'35"W, A DISTANCE OF 51.60 FEET; THENCE N52°49'16"W, A DISTANCE OF 261.60 FEET; THENCE N50°18'16"W, A DISTANCE OF 447.67 FEET TO A POINT ON THE EAST LINE OF SAID TAX LOT 2, SAID POINT ALSO BEING ON THE EAST LINE OF SAID WEST1/2 OF THE NW1/4 OF SECTION 21; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT PROPERTY ON THE FOLLOWING DESCRIBED COURSES; THENCE N50°18'54"W, A DISTANCE OF 352.33 FEET; THENCE N53°01'49"W, A DISTANCE OF 400.20 FEET; THENCE N47°56'40"W A DISTANCE OF 399.78 FEET; THENCE N50°22'31"W, A DISTANCE OF 452.60 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE N22°37'17"E, A DISTANCE OF 189.12 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 813.95 FEET, A DISTANCE OF 195.68 FEET, SAID CURVE

HAVING A LONG CHORD WHICH BEARS S57°58'22"E, A DISTANCE OF 195.21 FEET; THENCE S64°51'35"E, A DISTANCE OF 1007.23 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1341.46 FEET, A DISTANCE OF 190.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S60°48'06"E, A DISTANCE OF 189.87 FEET; THENCE S56°44'36"E, A DISTANCE OF 2072.98 FEET; THENCE N33°29'12"E, A DISTANCE OF 17.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ABANDONED UNION PACIFIC RAILROAD; THENCE S56°44'36"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID ABANDONED UNION PACIFIC RAILROAD, A DISTANCE OF 166.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NE1/4 OF SECTION 21, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT C, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF TAX LOT D2, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21; THENCE S87°25'21"W ALONG THE NORTH LINE OF SAID TAX LOT D2, AND ALSO THE NORTHERLY LINE OF SAID TAX LOT 8B, SAID LINE ALSO BEING THE NORTH LINE OF SAID SE1/4 OF SECTION 21, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID TAX LOT C, AND THE WESTERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE SOUTH LINE OF SAID NE1/4 OF SECTION 21, A DISTANCE OF 608.87 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,613,852 SQUARE FEET OR 37.049 ACRES, MORE OR LESS.

PORTAL PLAZA SOUTH  
LOT 1 SHOW NO INCURSE & OBTAIN X

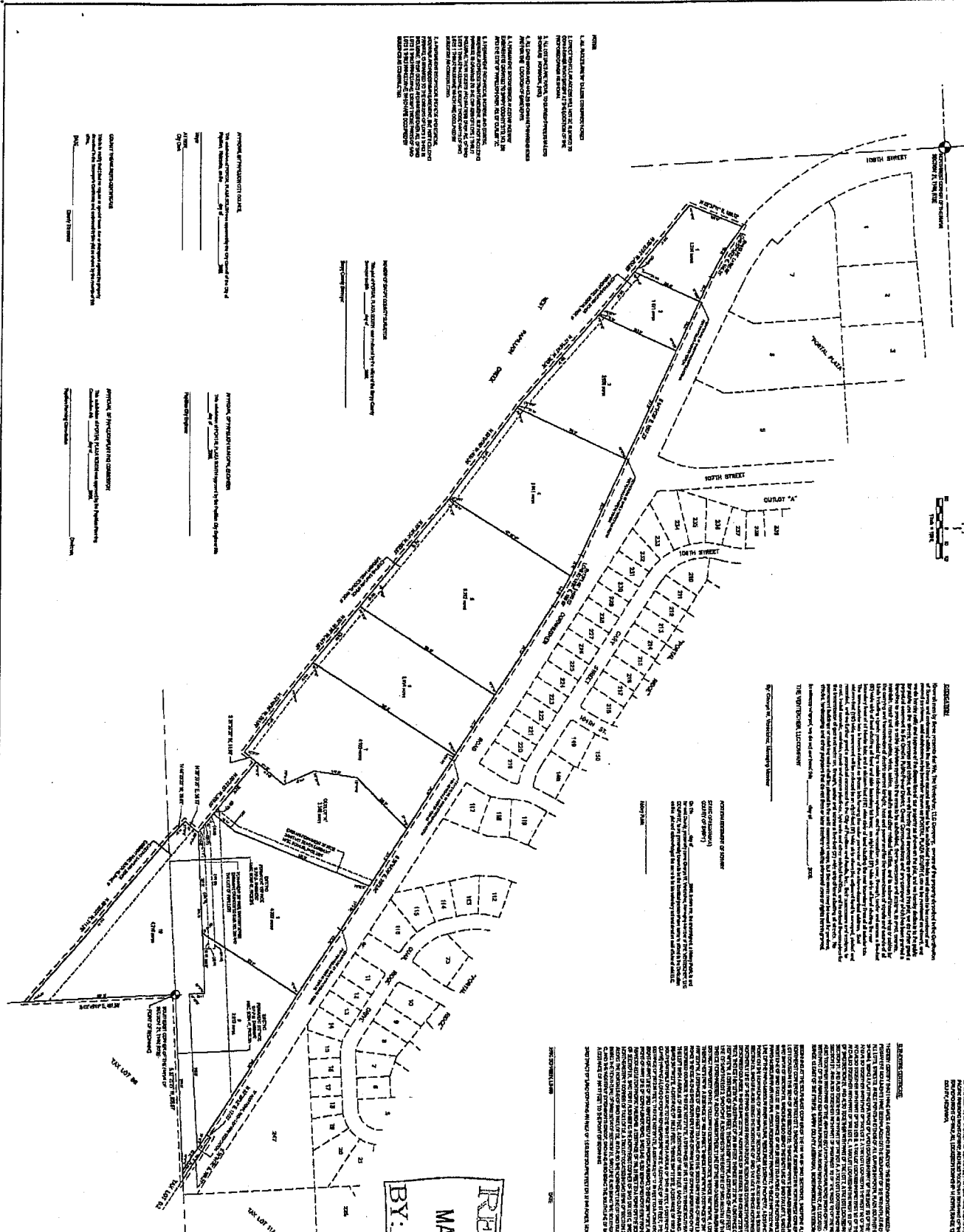
ORIGINAL LAYOUT OF A PART OF PORTAL PLAZA SOUTH OF THE CITY OF PORTLAND, OREGON, AS SHOWN ON THE PLAT OF PORTAL PLAZA SOUTH, PLAT 10, INCURSE & OBTAIN X, IS HEREBY REPRODUCED FOR THE PURPOSES OF THIS PLAT. THE ORIGINAL LAYOUT OF A PART OF PORTAL PLAZA SOUTH OF THE CITY OF PORTLAND, OREGON, AS SHOWN ON THE PLAT OF PORTAL PLAZA SOUTH, PLAT 10, INCURSE & OBTAIN X, IS HEREBY REPRODUCED FOR THE PURPOSES OF THIS PLAT. THE ORIGINAL LAYOUT OF A PART OF PORTAL PLAZA SOUTH OF THE CITY OF PORTLAND, OREGON, AS SHOWN ON THE PLAT OF PORTAL PLAZA SOUTH, PLAT 10, INCURSE & OBTAIN X, IS HEREBY REPRODUCED FOR THE PURPOSES OF THIS PLAT.

REPRODUCED

Reference is hereby made to the original plat of Portal Plaza South, Plat 10, Incurse & Obtain X, of the City of Portland, Oregon, which was approved by the Board of Public Works of the City of Portland, Oregon, on the 10th day of June, 1910, and which was recorded in the office of the County Clerk of Multnomah County, Oregon, on the 15th day of June, 1910. The original plat of Portal Plaza South, Plat 10, Incurse & Obtain X, is hereby reproduced for the purpose of this plat. The original plat of Portal Plaza South, Plat 10, Incurse & Obtain X, is hereby reproduced for the purpose of this plat. The original plat of Portal Plaza South, Plat 10, Incurse & Obtain X, is hereby reproduced for the purpose of this plat.

BY: \_\_\_\_\_  
Surveyor

THESE LOTS ARE HEREBY REPRODUCED FOR THE PURPOSES OF THIS PLAT. THE ORIGINAL LAYOUT OF A PART OF PORTAL PLAZA SOUTH OF THE CITY OF PORTLAND, OREGON, AS SHOWN ON THE PLAT OF PORTAL PLAZA SOUTH, PLAT 10, INCURSE & OBTAIN X, IS HEREBY REPRODUCED FOR THE PURPOSES OF THIS PLAT. THE ORIGINAL LAYOUT OF A PART OF PORTAL PLAZA SOUTH OF THE CITY OF PORTLAND, OREGON, AS SHOWN ON THE PLAT OF PORTAL PLAZA SOUTH, PLAT 10, INCURSE & OBTAIN X, IS HEREBY REPRODUCED FOR THE PURPOSES OF THIS PLAT.



RECEIVED  
MAY 15 2006  
BY: \_\_\_\_\_

FINAL PLAT

PORTAL PLAZA SOUTH  
PLAT 10, INCURSE & OBTAIN X

**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

1000 NE Oregon Street, Suite 200  
Portland, Oregon 97232  
Phone: 503.255.1111  
Fax: 503.255.1112  
www.eandagroup.com

Scale	As Shown
North	As Shown
Accuracy	As Shown
Date	5-15-06
Drawn	As Shown
Checked	As Shown
Approved	As Shown

# EXHIBIT "C"

## SOURCE & USE OF FUNDS SUMMARY OF COSTS ESTIMATES PORTAL PLAZA and PORTAL PLAZA SOUTH- SID # 266 1/17/2006 (Revised 04/12/06) (Revised 07/05/06)

Proposed Improvement	Construction	Total	Special	General	Private	Reimbursement	Total
	Cost	Cost	Assessment	Obligation		Other	
<b>SANITARY SEWER</b>							
Interior	\$351,657	\$488,021	\$376,576	\$111,445			\$488,021
Outfall							
<b>STORM SEWER</b>	\$50,250	\$70,350	\$9,240	\$61,110			\$70,350
<b>PAVING</b>							
Minor	\$65,913	\$91,618	\$25,000	\$66,618			\$91,618
Cornhusker Road	\$142,700	\$199,780	\$169,813	\$0		\$29,967	\$199,780
Major (Dbl Left-108th)	\$179,161	\$250,825	\$250,825				\$250,825
Major (107th)	\$258,411	\$361,775	\$120,592	\$120,592		\$120,592	\$361,776
<b>SIDEWALKS</b>	\$87,550	\$117,317	\$117,317				\$117,317
<b>PARKS</b>							
Acquisition							
Improvements							
<b>WATER</b>							
Interior	\$45,700	\$62,609	\$62,609				\$62,609
Off-Site	\$270,683	\$378,956		\$378,956			\$378,956
Capital Facility Charges (estimate)	\$171,197	\$192,488	\$96,244	\$96,244			\$192,488
<b>POWER</b>							
Single-Family & Commercial	\$123,008	\$159,911	\$159,911	\$0			\$159,911
School							
<b>OTHER</b>							
Grading & Erosion Control							
<b>TOTAL</b>	\$1,746,230	\$2,373,650	\$1,388,127	\$834,965	\$0	\$150,559	\$2,373,651
<b>NET</b>	\$1,746,230	\$2,373,650	\$1,388,127	\$834,965	\$0	\$150,559	\$2,373,651

# EXHIBIT "C"

## DEBT RATIO

### ASSUMPTIONS:

Average market value per Residential Home	=	\$0.00
Average market value per Duplex Home	=	\$0.00
Commercial Value per square foot	=	\$130.00
Commercial Value per square foot	=	\$105.00
Apartment Land per square foot	=	\$0.00
Apartment Building per square foot	=	\$0.00

### ASSESSABLE VALUATION:

	Number of Units/Sq. Ft.	Unit Price	Total
Residential Home	1	\$0.00	\$0
Duplex Home	1	\$0.00	\$0
Commercial Land	87300	\$130.00	\$11,349,000
Commercial Building	352500	\$105.00	\$37,012,500
Apartment Land	1	\$0.00	\$0
Apartment Building	1	\$0.00	\$0
Total 100% Valuation			\$48,361,500

DEBT RATIO

1.73%