

**SUBDIVISION**  
**AGREEMENT**

THIS AGREEMENT made this 17th day of January, 2006, by and between Giles Road No. 2, L.L.C., 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 January 17, 2011 for public improvements through Sanitary and Improvement District No. 266 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 "A").

C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "A") pursuant to sanitary sewer plans heretofore prepared by 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.

E. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat (Exhibit "A"), and underground power within the area to be developed.

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

G. Capital facilities charge to the City of Papillion in the amount of \$61,538 less a credit of \$15,385 for water main extension for a total of \$46,153.

H. Improvements to 107<sup>th</sup> Street. The District shall enter into an Interlocal Cooperation Agreement satisfactory to the City with the City of La Vista, Sanitary and Improvement District #276 (Portal Ridge) and the City of Papillion to construct and improve 107<sup>th</sup> Street as shown on Exhibit "B". All costs for improvements shown in Exhibit "B" are at the expense of the Districts. Such costs shall be generally obligated and are estimated at \$118,670.00 with a fifty percent (50%) reimbursement from Sanitary and Improvement District # 276 to District.

I. An extension of the existing 12" water main is necessary to serve the District and is at the expense of the District. The District shall enter into an Interlocal Cooperation Agreement satisfactory to the City with Sanitary and Improvement District # [REDACTED] (Portal Plaza South). Such costs shall be generally obligated and are estimated at \$308,000 with an estimated reimbursement from Sanitary and Improvement District # [REDACTED] in the amount of \$108,000 to District. The City of Papillion shall be responsible for the construction of the water main.

J. Sanitary Sewer. The District shall enter into an Interlocal Cooperation Agreement satisfactory to the City with the City of La Vista and the City of Papillion to provide for the connection into the sanitary sewer of the City of La Vista.

K. 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.

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.

D. The cost of contract charges paid to Omaha Public Power District for lighting of public streets shall be paid out of the general fund of the District.

E. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility 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.

#### 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 111, 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 therefor.

B. Prior to commencement of construction of improvements, said District will obtain and file of record permanent easements for all sanitary, water and storm sewer lines

as determined by City's engineer. Said easements shall be in form satisfactory to the City's attorney and City's engineer.

C. 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.

## 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. 266. 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, Developer and City shall simultaneously herewith enter into a Mixed Use Development Agreement, a copy of which is attached hereto and incorporated herein by reference as if fully set out herein, and the terms of said Mixed Used Development Agreement shall be considered as, and treated as, terms of this Subdivision Agreement.

CITY OF PAPILLION, A Nebraska  
Municipal Corporation

By: \_\_\_\_\_ Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Clerk

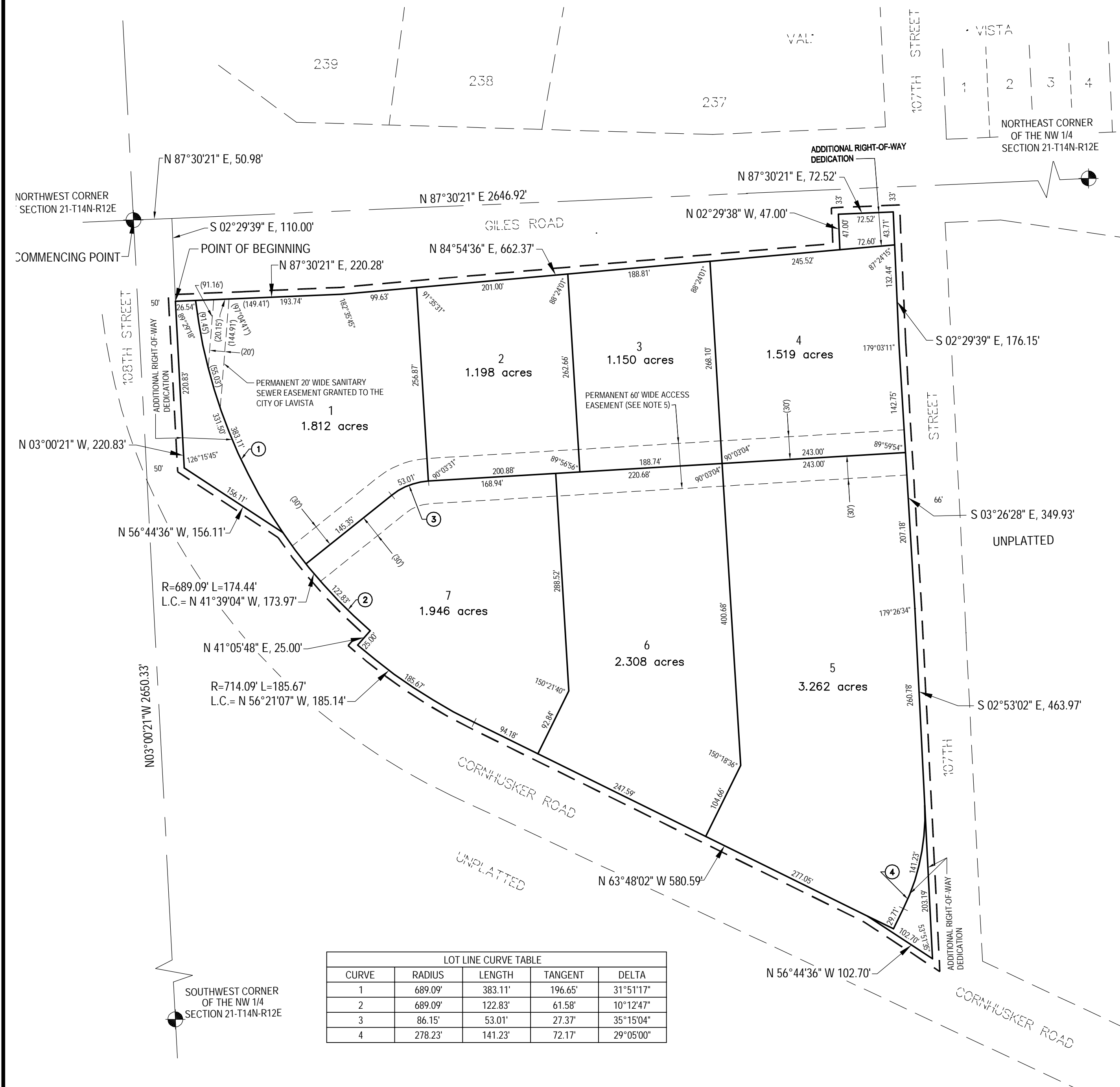
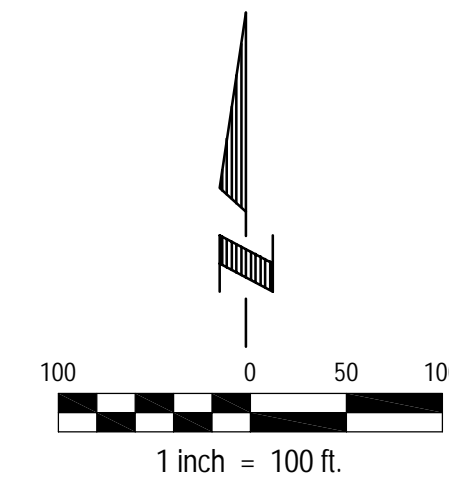
GILES ROAD NO. 2, L.L.C., a Nebraska Limited  
Liability Company

By: \_\_\_\_\_  
Title

# PORTAL PLAZA

LOTS 1 THRU 7 INCLUSIVE

Being a platting of part of Tax Lot 1, a tax lot located in the NW1/4 of Section 21; and also together with part of the abandoned Missouri Pacific Railroad right-of-way located in said NW1/4 of Section 21; and also together with part of the Union Pacific Railroad right-of-way located in said NW1/4 of Section 21; all located in Township 14 North, Range 12 East of the 6TH, P.M., Sarpy County, Nebraska.



**NOTES:**

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
- ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).
- ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO GILES ROAD FROM ANY LOTS ABUTTING SAID STREETS.
- PERMANENT 60' WIDE INGRESS & EGRESS EASEMENT GRANTED TO THE OWNERS OF LOTS 1 THRU 7 INCLUSIVE, THEIR SUCCESSORS AND ASSIGNS AND TO THEIR GUESTS AND INVITEES.

**Surveyor's Certificate**

I hereby certify that I have made a ground survey of the subdivision described herein and that all dimensions have been computed for all Lots and Streets in PORTAL PLAZA (the lots numbered as shown) being a platting of part of Tax Lot 1, a tax lot located in the NW1/4 of Section 21; and also together with part of the abandoned Missouri Pacific Railroad right-of-way located in said NW1/4 of Section 21; and also together with part of the Union Pacific Railroad right-of-way located in said NW1/4 of Section 21; all located in Township 14 North, Range 12 East of the 6TH, P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 21, said point also being the Northwest corner of said Tax Lot 1; thence N87°30'21"E (assumed bearing) along the North line of said Section 21, said line also being said North line of Tax Lot 1, a distance of 50.98 feet; thence S02°29'39"E, a distance of 110.00 feet to the point of intersection of the Southerly right-of-way line of Giles Road and the East right-of-way line of 108th Street, said point also being the point of beginning; thence Easterly along said Southerly right-of-way line of Giles Road on the following described courses: thence N87°30'21"E, a distance of 220.28 feet; thence N84°54'36"E, a distance of 662.37 feet; thence N02°29'38"W, a distance of 47.00 feet; thence N87°30'21"E, a distance of 75.52 feet to the point of intersection of said Southerly right-of-way line of Giles Road and the West right-of-way line of 107th Street; thence S02°29'39"E, along said West right-of-way line of 107th Street, a distance of 176.15 feet; thence S03°26'28"E, along said West right-of-way line of 107th Street, a distance of 349.93 feet; thence S02°53'02"E, along said West right-of-way line of 107th Street, a distance of 463.97 feet to the point of intersection of said West right-of-way line of 107th Street and the Northerly right-of-way line of said Union Pacific Railroad; thence N56°44'36"W, along said Northerly right-of-way line of the Union Pacific Railroad, a distance of 102.70 feet; thence N63°48'02"W, a distance of 580.59 feet; thence Northwesterly on a curve to the right with a radius of 714.09 feet, a distance of 185.67 feet, said curve having a long chord which bears N56°21'07"W, a distance of 185.14 feet; thence N41°05'48"E, a distance of 25.00 feet; thence Northwesterly on a curve to the right with a radius of 689.09 feet, a distance of 174.44 feet, said curve having a long chord which bears N41°39'04"W, a distance of 173.97 feet to a point on said Northerly right-of-way line of the Union Pacific Railroad; thence N56°44'36"W, along said Northerly right-of-way line of the Union Pacific Railroad, a distance of 156.11 feet to the point of intersection of said East right-of-way line of 108th Street and said Northerly right-of-way line of the Union Pacific Railroad; thence N03°00'21"W, along said East right-of-way line of 108th Street, a distance of 220.83 feet to the point of beginning.

Said tract of land contains an area of 595,683 square feet or 13.675 acres, more or less.

ROBERT CLARK, L.S. 419

DATE

**DEDICATION**

Know all men by these presents that We, GILES ROAD NO. 2, LLC, owners of the property described in the Certification of Survey and embraced within the plat have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as PORTAL PLAZA (Lots to be numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines: an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we further grant a perpetual easement to the City of Papillion and Aquila, Inc., their successors and assigns, to erect, install operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, we do set our hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GILES ROAD NO. 2, LLC

George W. Venteicher, Managing Member

**APPROVAL OF PAPILLION MUNICIPAL ENGINEER**

This subdivision of PORTAL PLAZA was approved by the Papillion City Engineer.

Papillion City Engineer

Date

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County, personally came George W. Venteicher, managing member of Giles Road No. 2, LLC, who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed as such officer of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

**APPROVAL BY PAPILLION CITY COUNCIL**

This subdivision of PORTAL PLAZA was approved by the City Council of the City of Papillion, Nebraska.

Mayor

Date

ATTEST  
City Clerk

**APPROVAL OF PAPILLION PLANNING COMMISSION**

This subdivision of PORTAL PLAZA was approved by the Papillion Planning Commission.

Chairman, Papillion Planning Commission

Date

**REVIEW OF SARPY COUNTY SURVEYOR**

This plat of PORTAL PLAZA was reviewed by the office of the Sarpy County Surveyor.

Sarpy County Surveyor

Date

**COUNTY TREASURER'S CERTIFICATE**

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.

County Treasurer

Date

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



7130 SOUTH 97TH STREET, SUITE D  
LINCOLN, NE 68516-5841  
PHONE: (402) 420-7217  
FAX: (402) 420-7218

12001 O STREET  
OMAHA, NE 68137  
PHONE: (402) 895-4700  
FAX: (402) 895-3599

PORTAL PLAZA  
PAPILLION, NEBRASKA

EXHIBIT A

Proj No:	99175.01	Revisions	(No)	1
Date:	11-17-04	Date:	01/06/2006	
Designed By:	MAW	TRH		
Drawn By:	TRH	Scale:	1" = 100'	
Sheet:	1	of	1	

I-1  
ZONING

108TH S

C-2  
ZONING

R-1  
ZONING

TRAFFIC  
SIGNAL

GENERAL IDENTIFICATION SIGN  
LOCATED 10' FROM THE PROPERTY LINES

GILES ROAD

TA  
ZONING

CORNHUSKER ROAD

IMPERVIOUS SURFACE COVERAGE			
LOT	LOT AREA SQ. FT.	IMPERVIOUS SURFACE AREA SQ. FT.	PERCENTAGE (%)
1	68,721	50,695	73.8
2	52,189	37,916	72.7
3	50,088	32,331	64.6
4	66,180	39,610	59.9
5	142,081	106,123	74.7
6	100,549	82,966	82.5
7	94,987	65,618	69.1
<b>TOTALS</b>	<b>574,795</b>	<b>415,259</b>	<b>72.3</b>

**EXHIBIT B - SITE STATISTICS**

LOT #	LOT AREA		BUILDING BUILDING		LOT COVERAGE		REQ'D PRKG	PROVIDED PARKING	PARKING RATIO
	SQ. FT.	ACRES	TYPE	SIZE	%	%			
1	68,137	1.59	C-STORE	5,500	8.0 %	28	28	5.1	
2	52,189	1.20	VIDEO	6,650	12.7 %	33	58	8.7	
3	50,088	1.15	FAST FOOD	2,540	5.1 %	33	34	13.4	
4	66,180	1.52	BANK	6,600	10.0 %	33	37	5.6	
5	142,081	3.26	FLEX	31,640	22.3 %	158	134	4.2	
6	100,549	2.31	FLEX	22,340	22.2 %	112	90	4.0	
7	94,571	2.17	FLEX	12,030	12.7 %	60	94	7.8	
<b>TOTAL</b>	<b>574,795</b>	<b>13.20</b>		<b>87,300</b>				<b>15.2% F.A.R.</b>	

**PLANT SCHEDULE**

QUANTITY	SYMBOL	COMMON NAME	BOTANICAL NAME	SPACING	SIZE	METHOD
36	M	RED SUNSET MAPLE	ACER RUBRA SUNSET	AS SHOWN	2" CAL.	BB
36	A	AUTUMN PURPLE ASH	FRAXINUS AMERICANA AUTUMN PURPLE	AS SHOWN	2" CAL.	BB
30	L	SHADBLASTER LOCUST	GLENDISTIA TRICANTHOS INERMIS	AS SHOWN	2" CAL.	BB
33	S	SPRING SNOW GRAB	MALUS SPRING SNOW	AS SHOWN	1 1/2" CAL.	BB
43	H	COCKSURE HAWTHORNE	CRATAEGUS CRUSGALLI	AS SHOWN	1 1/2" CAL.	BB
35	P	COLORADO BLUE SPRUCE	PICEA PLUNGENS GLAUCA	AS SHOWN	5'-6"	BB

**LIGHTING LEGEND**

- 30' TALL PARKING LOT LIGHTING
- PEDESTRIAN SCALED LIGHT FIXTURES

**NORTH**

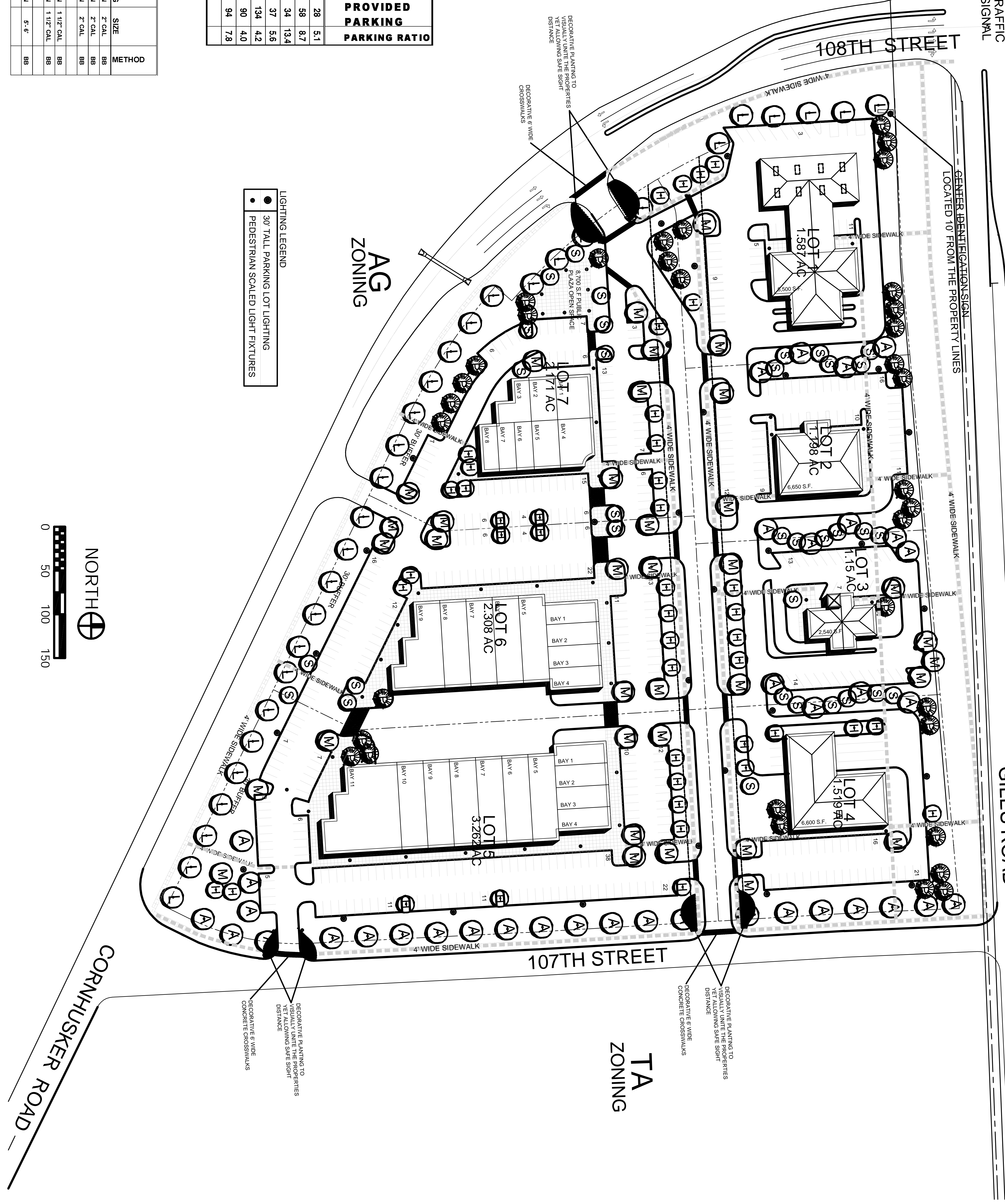


EXHIBIT B  
JANUARY 10, 2006

PORTAL PLAZA  
MIXED USE DEVELOPMENT AGREEMENT  
108TH AND GILES ROAD  
PAPILLION, NEBRASKA



11919 Grant Street Suite 200 Omaha, Nebraska 68164 (402) 496-4448

PROJECT NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REVISIONS \_\_\_\_\_

EXH. B

# EXHIBIT "C"

## SOURCE & USE OF FUNDS SUMMARY OF COSTS ESTIMATES PORTAL PLAZA - SID # 266 January 17, 2006

Proposed Improvement	Construction Cost	Total Cost	Special Assessment	General Obligation	Private	Reimbursement Other	Total
<b>SANITARY SEWER</b>							
Interior	\$27,075	\$37,905	\$34,125	\$3,780			\$37,905
Outfall							\$0
<b>STORM SEWER</b>	\$83,880	\$117,432	\$9,240	\$108,192			\$117,432
<b>PAVING</b>							
Minor	\$78,870	\$89,700	\$89,700				\$89,700
Collector							\$0
Major	\$118,670	\$166,138	\$111,312	\$54,826		\$83,069	\$166,138
<b>SIDEWALKS</b>	\$18,000	\$24,120	\$24,120				\$24,120
<b>PARKS</b>							\$0
Acquisition							\$0
Improvements							\$0
<b>WATER</b>							\$0
Interior	\$45,700	\$62,609	\$62,609				\$62,609
Off-Site	\$259,146	\$308,000		\$308,000		\$108,000	\$308,000
Capital Facility Charges (revised)	\$61,538	\$79,999	\$40,000	\$40,000		\$15,385	\$95,384
<b>POWER</b>							\$0
Single-Family & Commercial	\$33,162	\$43,110	\$43,110				\$43,110
School							\$0
<b>OTHER</b>							\$0
Grading & Erosion Control	\$36,500	\$36,500			\$36,500		\$36,500
<b>TOTAL</b>	\$762,541	\$965,513	\$414,216	\$514,798	\$36,500	\$206,454	\$1,171,967
Less Reimbursements				(\$150,798)			
<b>NET</b>	\$762,541	\$965,513	\$414,216	\$364,000	\$36,500	\$206,454	\$1,171,967

# EXHIBIT "C"

## DEBT RATIO

### ASSUMPTIONS:

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

### ASSESSABLE VALUATION:

	<u>Number of Units/Sq. Ft.</u>	<u>Unit Price</u>	<u>Total</u>
Residential Home	1	\$0.00	\$0
Duplex Home	1	\$0.00	\$0
Commercial Land	87300	\$130.00	\$11,349,000
Commercial Building	1	\$0.00	\$0
Apartment Land	1	\$0.00	\$0
Apartment Building	1	\$0.00	\$0
Total 100% Valuation			\$11,349,000

DEBT RATIO 3.21%