

AFFIDAVIT OF PUBLICATION

230

STATE OF NEBRASKA }
 } SS.
County of Sarpy }



Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on

Thursday, December 3, 2009 Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska The above facts are within my personal knowledge.

Kirk Hoffman

Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

HILLMAN, FORMAN,
CHILDERS & McCORMACK
ATTORNEYS AT LAW
SUITE 650
7171 MERCY ROAD
OMAHA, NEBRASKA 68106

NOTICE OF MEETING

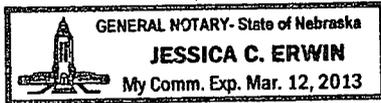
Sanitary and Improvement District No. 230
of Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, will be held at 6:30 p.m. on Monday, December 14, 2009, at Upstream Brewing Company, 17070 Wright Plaza, Omaha, Nebraska, which meeting will be open to the public.

An agenda for such meeting, kept continuously current, is available for public inspection at 7171 Mercy Road, Suite 650, Omaha, Nebraska 68106, and includes payment of bills of the District.
James Welniak
Clerk of the District
1167178: 12/3

Today's Date 12-03-2009
Signed in my presence and sworn to before me

Jessica C. Erwin
Notary Public



Printer's Fee \$ 11.55
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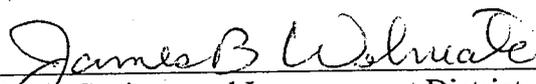
**SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA**

Agenda for Trustees' meeting to be held December 14, 2009, at 6:30 p.m. at Upstream Brewing Company, 17070 Wright Plaza, Omaha, Nebraska, which meeting will be open to the public.

1. Announcement in Compliance with Open Meetings Act.
2. Approve minutes of November 9, 2009 meeting.
3. Resident concerns.
4. Engineer's report.
 - A. Street repairs
 - B. 2009 Sediment Basin Outlet Control
5. Attorney's report.
 - A. Interlocal Agreement with NRD regarding costs for Sediment Basin Outlet Control Project
 - B. Release of claims by owners of Lot 19 re Sediment Basin Outlet Control Project
 - C. Transfer of well on Lot 23 to Marriotts and assumption of responsibility for claims
 - D. Removal of hydrants
 - E. Road requirements for Lot 24B
6. Revised Agreement with MUD for sharing of connection fees.
7. Payment of bills.

CERTIFICATE

The undersigned Clerk of the above-designated District certifies that the foregoing agenda was prepared and available for public inspection at the address shown in the notice of the meeting prior to the commencement of the meeting and no items were added to the agenda after the commencement of the meeting.



Clerk, Sanitary and Improvement District
No. 230 of Sarpy County, Nebraska

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 230 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

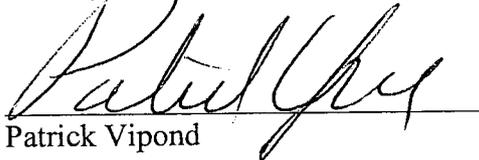
IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 7 day of Sept, 2009.

Walter D. Aund
Chairman

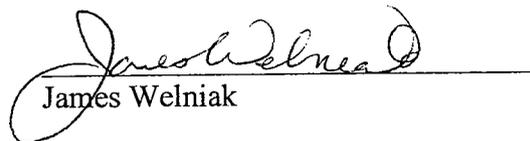
James B. W. Schroeder
Clerk

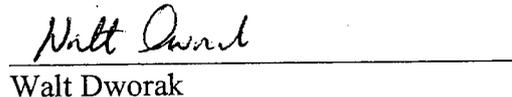
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 6:30 o'clock p.m. on Monday, December 14, 2009, at Upstream Brewing Company, 17070 Wright Plaza, Omaha, Nebraska.


Patrick Vipond


Carol Love


James Welniak


Walt Dworak


David Orell

**SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA**

**Minutes of Meeting of Board of Trustees
December 14, 2009**

A meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska was convened in open and public session on December 14, 2009, at 6:30 p.m. at Upstream Brewing Company, 17070 Wright Plaza, Omaha, Nebraska.

Present were: Chairman Walt Dworak, Clerk James Welniak and Trustees Patrick Vipond and David Orrell.

Absent: Trustee Carol Love.

Also present: Engineer Robert McKee, attorney Larry Forman and five guests.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on December 3, 2009, and the attorney presented proof of publication of said notice, a copy of said proof being attached to these minutes. Advance notice was also given to the members of the Board of Trustees and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Notice was also given to the County Clerk of Sarpy County, Nebraska per the attached Certificate of the Clerk of the District. Availability of the agenda was communicated in the advance notice and in the notice given to the Board of Trustees and to the County Clerk. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The attorney stated that the first item of business on the agenda was an announcement in compliance with the Nebraska Open Meetings Act. He stated that in compliance with the Act, a current copy of the Nebraska Open Meetings Act was available for review on the table at which the Board Members were seated.

The Chairman stated that the next item of business on the agenda was approval of the minutes of the November 9, 2009 meeting. After brief discussion, the minutes were approved as submitted.

The Chairman stated that the next item of business on the agenda was resident concerns. The Chairman expressed concern with lack of snow removal activity by the County in the Cinnamon Estates portion of the District. The attorney stated that he would contact Tom Lynam and Bill Herr in the County Surveyor's office to request prompt action in this regard. The Chairman directed the attorney to notify him as soon as those contacts are made.

The Chairman stated that the next item of business on the agenda was the engineer's report. Engineer Bob McKee reported as follows:

A. Street repairs. Mr. McKee stated that following the November 9 meeting of the Board of Trustees, he had contacted representatives of US Asphalt to request performance of emergency repair work at various locations throughout the District. He stated that following performance of that work, he reinspected the District's streets and determined that additional work would be required in order to minimize the likelihood of additional damage to the streets during the coming winter months. He stated that work has now been completed and the District's streets appear to be in good condition so as to withstand the riggers of the snow and ice conditions to be encountered in the coming winter months.

B. 2009 Sediment Basin Outlet Control project. Mr. McKee distributed to the Board members additional copies of packets of information previously distributed to the Trustees at the November 9 meeting. He stated that the principal purpose of this project, for which costs are to be shared by the SID and the Papio-Missouri River Natural Resources District, would be to protect the drainage way currently located within the boundaries of the District. The attorney stated that in accordance with the Board's directive at the November 9 meeting, an interlocal agreement had been drafted for use by the NRD and the SID regarding cost sharing by the parties and a release had been prepared for execution by Stephen Mitchell and Claudia Wilson, the owners of Lot 19 in Cinnamon Acres Replat, the lot over which the District and the NRD will be obtaining an easement to facilitate the sediment basin outlet control project. After brief discussion, the Trustees determined to address these documents in more detail later in the meeting during the attorney's report. They also determined that once these documents have been approved by the respective parties, the Board will be in position to proceed with the proposing of a resolution of necessity and publication of notice to contractors with respect to the SID's portion of the sediment basin outlet control project.

The Chairman stated that the next item of business on the agenda was the attorney's report. Larry Forman reported as follows:

A. Interlocal agreement with NRD regarding costs for sediment basin outlet control project. Mr. Forman distributed to the Trustees copies of a proposed interlocal agreement, stating that such an agreement would be necessary to assure coordination of the portions of the work to be funded by the SID and the NRD and to provide a mechanism for payment to the contractor as the

project proceeds. Engineer Bob McKee stated that the interlocal agreement as drafted contemplates advancement of all sums payable to the contractor by the SID with reimbursement from the NRD to the SID for the portion of the project costs payable by the NRD. During the discussions that ensued, the Trustees took issue with this arrangement and directed the attorney to revise the agreement so that both parties pay the contractor directly for their respective portions of the work. They also suggested that a provision be added regarding change orders, observing that change orders will no doubt be encountered somewhere along the way during the course of performance of this work. Mr. Forman stated that he will submit this revised document to the attorney for the NRD with the understanding that execution of that revised agreement by the NRD will be a condition precedent to execution of a contract for the subject project by the SID.

B. Release of claims by owners of lot 19 re sediment basin outlet control project. Mr. Forman submitted to the Trustees copies of a release to be executed by Stephen Mitchell and Claudia Wilson, the owners of Lot 19 in Cinnamon Acres Replat, for the benefit of the Papio-Missouri River Natural Resources District and the SID, a copy of that release being attached to these minutes. He explained that since the SID and the NRD will be obtaining easement rights over a portion of the Mitchell/Wilson property in connection with this project and since the project will be beneficial to Mr. Mitchell and Mrs. Wilson, it will be necessary for the property owners to execute the subject release before the project is undertaken. After review of the proposed release, the Trustees approved the form and substance of the document and directed that copies of that release be submitted to the property owners by the engineer along with the easement documents with the understanding that execution and delivery of those documents by the property owners will also be a condition precedent to awarding of any contract for performance of the work included in the project.

C. Transfer of well on Lot 23 to Marriotts and assumption of responsibility for claims. Mr. Forman distributed to the Trustees copies of a proposed agreement between the District and the Marriotts, a copy of which is attached to these minutes, pursuant to which the Marriotts will assume responsibility for the existing well on Lot 23 of Cinnamon Acres and will agree to comply with all state and local requirements concerning maintenance of the well in exchange for transfer of the well and the components thereof to the Marriotts. After review of the document, the Trustees approved the same and directed the attorney to submit two copies thereof to Trustee Pat Vipond for presentation to the Marriotts.

D. Removal of hydrants. Mr. Forman reported that while the hydrants have not yet been removed from Lot 24B, Gerry Gutoski has confirmed that he will be removing the hydrants in the near future, weather conditions permitting

E. Road requirements for Lot 24B. Mr. Forman stated that he has recently submitted to Rebecca Horner, Sarpy County Planning Director, a letter requesting clarification of the County's position regarding a requirement that the access easement across Lot 23 of Cinnamon Acres for the benefit of Lot 24B be memorialized by a plat. He stated that he has requested a meeting with Ms. Horner and Deputy Sarpy County Attorney Mike Smith at an early date to review this situation to assure that no problems will be encountered by the District or any purchaser of Lot 24B regarding roadway platting requirements.

The Chairman stated that the next item of business on the agenda was review and approval of the revised agreement with MUD for sharing of connection fees. The attorney distributed to the Trustees copies of a revised agreement reflecting additional input from both the SID and MUD, a copy of the revised agreement being attached to these minutes. He stated that in his opinion, the agreement was now acceptable to him in both form and content and he recommended approval of the agreement by the Board. Thereafter, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
Carol Love	- Absent
Patrick Vipond	- Aye
David Orrell	- Aye

the following resolution was adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska does hereby approve the form and content of the revised agreement between the District and MUD, a copy of which is attached hereto, regarding the sharing of future connection fees and does hereby authorize submittal of two copies of the agreement, executed by the officers of the District, for submittal to and approval by MUD.

The Chairman stated that the next item of business on the agenda was payment of bills. The Clerk next presented the following statements for payment from the District's general fund:

Olmsted & Perry-Invoice 10-29016	\$5,377.19
Great Western Bank-Invoice 6-2-09 /12-1-09	\$250.00
Hillman, Forman-Legal fees	\$17,540.02

and recommended payment therefor in the total amount of \$23,167.21.

Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
Carol Love	- Absent
Patrick Vipond	- Aye
David Orrell	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 485 through 491 to the following payees and in the following amounts, said warrants to be drawn on the General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than December 14, 2012 subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

#485	Olmsted & Perry-Invoice 10-29016	\$5,000.00
#486	Olmsted & Perry-Invoice 10-29016	\$377.19
#487	Great Western Bank-Invoice 6-2-09 /12-1-09	\$250.00
#488	Hillman, Forman-Legal fees	\$5,000.00
#489	Hillman, Forman-Legal fees	\$5,000.00
#490	Hillman, Forman-Legal fees	\$5,000.00
#491	Hillman, Forman-Legal fees	\$2,540.02

There being no further business to come before the meeting, the same was adjourned.

Walt Dworak
CHAIRMAN

ATTEST:

James B Welniak
CLERK

RELEASE

This Release is executed this ____ day of December, 2009 by Stephen G. Mitchell and Claudia J. Wilson, husband and wife (herein "Releasers") for the benefit of Papio-Missouri River Natural Resources District ("NRD") and Sanitary and Improvement District No. 230 of Sarpy County, Nebraska ("SID"), (together herein "Released Parties"),

WITNESSETH THAT:

WHEREAS, Releasers are the owners of Lot 19, in Cinnamon Acres Replat, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Released Parties had jointly undertaken a project designated 2009 Sediment Basin Outlet Control (herein "The Project") within the boundaries of SID; and

WHEREAS, The Project will entail a temporary encroachment upon a portion of Releasers' tract shown on Exhibit "A" and a permanent encroachment on a portion of Releasers' tract shown on Exhibit "B"; and

WHEREAS, Released Parties are requesting a release of all claims from Releasers as a condition to proceeding with The Project; and

WHEREAS, Releasers, in acknowledgment of the benefits to their property from the work included within The Project, are willing to release any and all claims for damages, claims or causes of action against the Released Parties arising from or relating in any manner to any work performed by the Released Parties and their contractors, subcontractors, officers or agents in connection with The Project and any work related thereto,

NOW, THEREFORE, in consideration of the above and foregoing recitals and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Releasers, Stephen G. Mitchell and Claudia J. Wilson, husband and wife, do hereby release and waive any claims or causes of action against the Released Parties, Papio-Missouri River Natural Resources District ("NRD") and Sanitary and Improvement District No. 230 of Sarpy County, Nebraska ("SID") and their respective officers, agents, contractors and subcontractors, from any and all claims for damages to that portion of Lot 19, Cinnamon Acres Replat, as shown and described on Exhibit "A" attached hereto relating in any manner to work encompassed within the Project designated 2009 Sediment Basin Outlet Control.

This release shall be binding upon Relasors and their respective heirs, personal representatives, successors and assigns and shall enure to the benefit of Released Parties and their respective officers, agents, successors and assigns.

IN WITNESS WHEREOF, the undersigned Releasors have caused this document to be executed the day and year first above written in _____ County, Nebraska.

Stephen G. Mitchell

Claudia J. Wilson

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this _____ day of December, 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen G. Mitchell and Claudia J. Wilson, husband and wife, known to me to be the identical persons whose names are subscribed to the above and foregoing instrument and they acknowledged the execution of said instrument to be their voluntary act and deed.

Notary Public

My commission expires: _____

The location of the easement is shown in the plat and is not to be construed as a warranty of accuracy.

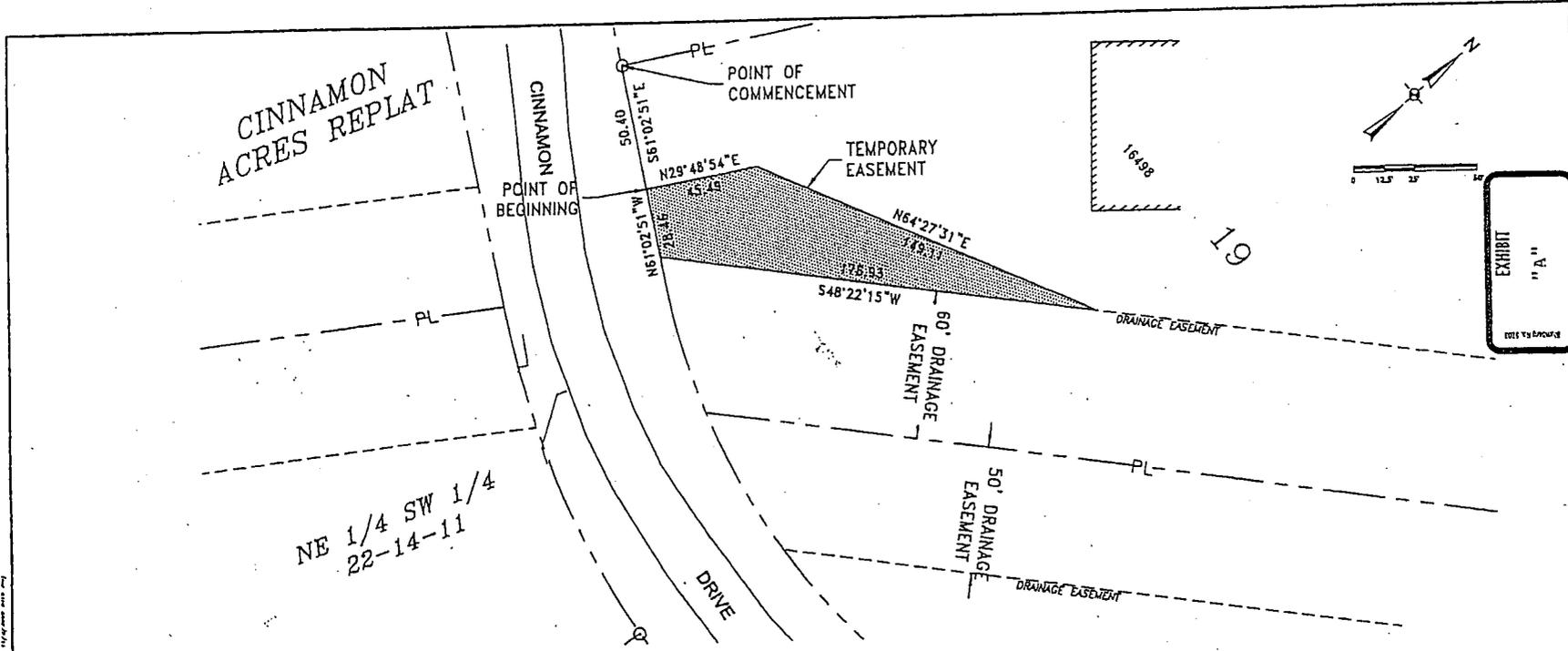


EXHIBIT
"A"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT OVER PART OF LOT 19, CINNAMON ACRES REPLAT, A PLATTED & RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 19; THENCE S61°02'51"E A DISTANCE OF 50.40 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING; THENCE ON THE FOLLOWING FOUR COURSES: N29°48'54"E A DISTANCE OF 45.49 FEET; N64°27'31"E A DISTANCE OF 149.11 FEET; S48°22'15"W A DISTANCE OF 176.96 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT; N61°02'51"E A DISTANCE OF 28.46 FEET ALONG SOUTH LINE OF SAID LOT TO THE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4,302 SQ. FEET MORE OR LESS.

PROJECT NO. 23070	DATE OCTOBER 2009	LOT 19 CINNAMON ACRES REPLAT 16498 CINNAMON DRIVE TEMPORARY CONSTRUCTION EASEMENT	SEDIMENT BASIN OUTLET CONTROL SANITARY & IMPROVEMENT DISTRICT NO. 230 (CINNAMON ACRES) OF SARPY COUNTY, NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA
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CINNAMON
ACRES REPLAT

NE 1/4 SW 1/4
22-14-11

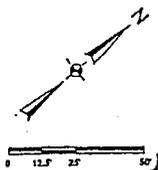
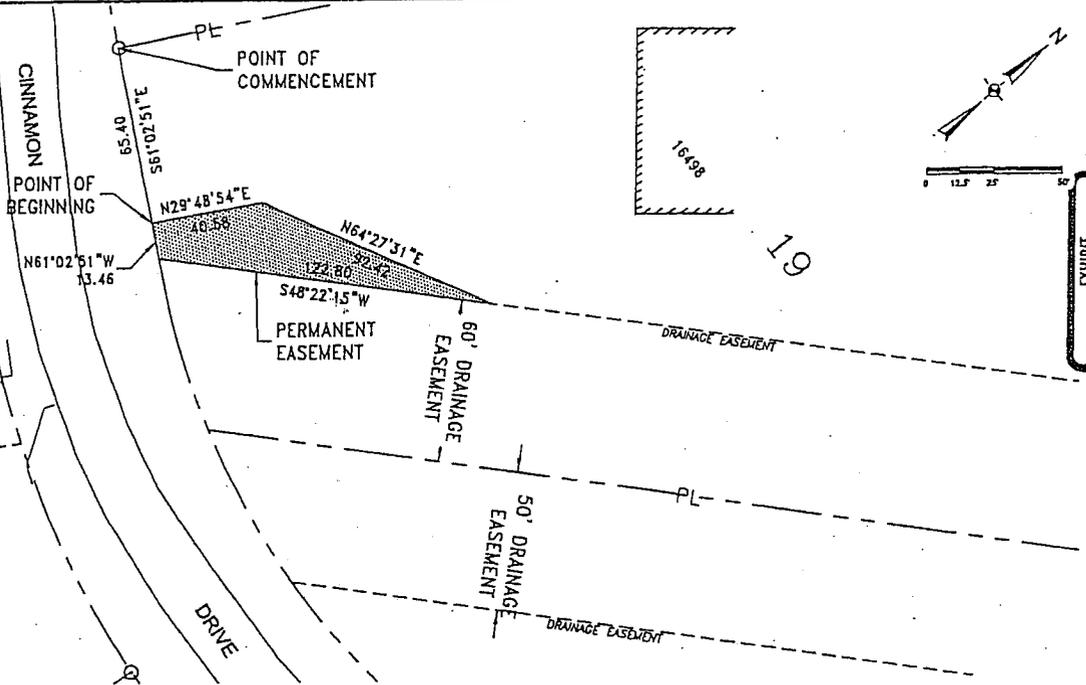


EXHIBIT
"B"

LEGAL DESCRIPTION

PERMANENT DRAINAGE EASEMENT OVER PART OF LOT 19, CINNAMON ACRES REPLAT, A PLATTED & RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 19; THENCE S61°02'51"E A DISTANCE OF 65.40 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING; THENCE ON THE FOLLOWING FOUR COURSES: N29°48'54"E A DISTANCE OF 40.58 FEET; N64°27'31"E A DISTANCE OF 92.42 FEET; S48°22'15"W A DISTANCE OF 122.80 FEET TO THE SOUTH LINE OF SAID LOT; N61°02'51"W A DISTANCE OF 13.46 FEET ALONG SOUTH LINE OF SAID LOT TO THE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,845 SQ. FEET MORE OR LESS.

PROJECT NO. 22070
DATE OCTOBER 2009

LOT 19 CINNAMON ACRES REPLAT
1649B CINNAMON DRIVE
PERMANENT DRAINAGE EASEMENT

SEDIMENT BASIN OUTLET CONTROL
SANITARY & IMPROVEMENT DISTRICT
NO. 230 (CINNAMON ACRES)
OF SARPY COUNTY, NEBRASKA

OLMSTED & PERRY
CONSULTING ENGINEERS INC.
10730 PACIFIC STREET
SUITE 232
OMAHA, NEBRASKA

AGREEMENT

This Agreement is made and executed this ____ day of _____, 20__ by and between Sanitary and Improvement District No. 230 of Sarpy County, Nebraska ("SID") and James and Marilyn Marriott, husband and wife ("Marriotts"),

WITNESSETH THAT:

WHEREAS, SID is the owner of certain water system components situated upon Lot 23 of Cinnamon Acres and Lot 24B, Cinnamon Acres Replat Lot 24, subdivisions in Sarpy County, Nebraska; and

WHEREAS, Marriotts are the owners of Lot 23, Cinnamon Acres ("Lot 23"); and

WHEREAS, SID has heretofore arranged for connection into the water system of Metropolitan Utilities District to meet the potable water requirements of the residents of the District and is no longer utilizing the above-described water system components; and

WHEREAS, the continued existence of the water well on Lot 23 of creates a degree of responsibility and liability exposure for SID which SID had determined to eliminate through the removal of well components and capping of the well on Lot 23; and

WHEREAS, Marriotts, are desirous of having the well on Lot 23, continue in existence in order to be available for their use and future use of their successors and assigns as future owners of Lot 23; and

WHEREAS, SID is willing to refrain from decommissioning the well on Lot 23 and is willing to transfer ownership of the well to Marriotts provided Marriotts assume and hold SID harmless with respect to any damages, claims or causes of action relating in any manner to ownership, operation or use of the well and its components,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Water Well Components. SID does hereby transfer, setover, assign and convey unto Marriotts all its right, title and interest in and to the water well and components thereof presently situated upon Lot 23, Cinnamon Acres, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
2. Acceptance of Water Well. Marriotts do hereby accept the transfer and conveyance from SID of the above-described water well and components currently situated upon Lot 23, Cinnamon Acres, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
3. Compliance with Notification Requirements to State and County. Marriotts hereby covenant with SID that they shall forthwith give necessary notice to such agencies of the State of Nebraska and the County of Sarpy having jurisdiction over water wells, advising the State and County of the transfer of ownership of the water well on Lot 23, Cinnamon Acres, from SID to Marriotts and they covenant to complete and file such documents and pay such charges and costs as may be necessary to effectuate transfer of the water well and components thereof on the records of the State of Nebraska and the County of Sarpy.
4. Indemnification and Hold Harmless. As part and parcel of the consideration for the transfer from SID to Marriotts of the above-described well, Marriotts hereby covenant to indemnify and hold harmless SID and its officers and Trustees from any and all claims, causes of action and damages resulting from or in any way related to ownership and operation of the subject water well including but not limited to any claims, causes of action or damages relating to any water extracted from the subject well at any time hereafter.
5. Binding effect. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the dates set adjacent to their respective signatures.

SANITARY AND IMPROVEMENT
DISTRICT NO. 230 OF SARPY COUNTY,
NEBRASKA

By: _____
Chairman

Date: _____

ATTEST:

Clerk

James Marriott

Marilyn Marriott

Date: _____

STATE OF NEBRASKA)
)ss:
COUNTY OF SARPY)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said county and state, personally appeared Walt Dworak and James Welniak, the Chairman and Clerk respectively of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, personally known to me to be such officers, who acknowledged that they executed the foregoing instrument as their voluntary act and deed as such officers and the voluntary act and deed of the District for the purposes therein expressed.

Witness my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared James Marriott and Marilyn Marriott, husband and wife, known to me to be the identical persons whose names are subscribed to the above and foregoing instrument and they acknowledged the execution of said instrument to be their voluntary act and deed.

Notary Public

My commission expires: _____

AGREEMENT

This Agreement, made this ____ day of _____, 2009 between Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("SID 230") and Metropolitan Utilities District of Omaha, a political subdivision of State of Nebraska ("District"),

WITNESSETH THAT:

WHEREAS, the parties have heretofore executed that certain Water Service Agreement ("W.S.A.") dated December 5, 2003 providing, *inter alia*, for the furnishing of water service to the owners of property within the boundaries of SID 230 in exchange for certain consideration; and

WHEREAS, the W.S.A contemplated, in part, that SID 230 would bear primary responsibility for the cost of a pioneer water main from Giles Road to Cornhusker Road within the public right-of-way of 168th Street in Sarpy County, Nebraska designated WCP 9703; and

WHEREAS, pursuant to the W.S.A, the estimated equivalent cost of the 24" capacity for the 42" water main was \$739,200; and

WHEREAS, subsequent to completion of construction of the subject water main, the District erroneously determined that the equivalent cost payable by SID 230 was \$577,829 rather than the correct amount subsequently determined to be \$684,917; and

WHEREAS, as a result of utilization of the incorrect equivalent cost, the District erroneously refunded to SID 230 the amount of \$161,371 rather than the amount of \$54,283, resulting in an excess refund to SID 230 in the amount of \$107,088; and

WHEREAS, all refund amounts are based on principal, to which interest is applied for varying time periods in order to determine actual refunds, therefore all stipulations of refunds stated below shall refer to an amount of principal to which varying amounts of interest are to be added.

WHEREAS, the amount of \$24,605.58 has, as of January 1, 2009, been refunded to SID 230 in excess of the amount properly payable to SID 230; and

WHEREAS, the District is currently holding \$15,175.38 payable to SID 230 attributable to additional payments received from customers in the Water Main Recovery Area; and

WHEREAS, the District is desirous of applying the amount of \$15,175.38 currently on hand toward reduction of the excess refund previously made to SID 230 in the amount of \$107,088 and is willing to accept the amount of \$15,175.38 in full and complete satisfaction of the amount previously refunded to SID 230 in the amount of \$24,605.58, leaving a net amount repayable to the District from SID 230 in the amount of \$82,482.42; and

WHEREAS, the parties have determined that the District shall look exclusively to 15.6% of future amounts received from customers in the Water Main Recovery Area for the balance of the sum payable from SID 230 to the District as aforesaid, said percentage being the proportional difference between the 61.4% equivalent cost percentage previously refunded to SID 230 and the 51.8% figure which should have been utilized, subject to the following limitations:

(a) When the additional principal amount of \$82,482.42 has been recovered by the District, the District's recovery rights hereunder will terminate.

(b) On December 5, 2023, SID 230's right to share in future recovery payments shall terminate.

NOW THEREFORE, the parties hereto, in consideration of mutual promises and covenants contained herein and the mutual benefits to be gained hereby, hereby agree as follows:

1. Designation of District and SID 230 as pioneers for portions of cost of WCP 9703. The parties agree that the District shall henceforth be deemed the pioneer for 15.6% of the cost of WCP 9703 and that SID 230 shall henceforth be deemed the pioneer for 84.4% of the cost thereof.

2. Application of amounts currently available for distribution. The parties agree that the District shall accept the amount currently available for distribution in the amount of \$15,175.38 in full and complete satisfaction of the amount of \$24,605.58 previously refunded to SID 230 in excess of amounts deemed properly receivable by SID 230 from customers in the Water Main Recovery Area.

3. Calculation of amount remaining payable to District and designation of source of payment therefore. The parties agree that, as the pioneer for 15.6% of the cost of WCP 9703, the District is entitled to receive 15.6% of amounts received from and after January 1, 2009 from customers within the Water Main Recovery Area up to the principal amount of \$82,482.42, together with interest thereon as determined pursuant to the terms of the W.S.A. When the additional principal amount of \$82,482.42 has been recovered by the District, the District's right to refunds from SID 230 for compensation from customers within the Water Main Recovery Area shall terminate.

4. Termination of SID 230's right to recovery. SID 230's right to recover pioneer fees from customers in the Water Main Recovery Area shall terminate on December 5, 2023.

5. Semi-annual reporting by the District. The District shall provide semi-annual reports to SID 230 disclosing all amounts of principal and interest received from and after January 1, 2009 applicable to customers in the Water Main Recovery Area and disclosing the allocation of such amounts between the District and SID 230. The first such report shall disclose all amounts received through the period ending June 30, 2009 and subsequent reports shall be prepared for each subsequent 6 month period. All reports shall be furnished to SID 230 within 60 days of the close of a 6 month period to which they apply. Any funds payable to SID 230 should be forwarded to SID 230 care of Larry R. Forman, Esq., 7171 Mercy Road, Suite 650, Omaha, Nebraska 68106 within 10 days of the date of receipt by the District and shall include interest through the date of payment.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, a political subdivision

WITNESS:

By: Scott G. Zapp
Senior Vice-President, Operations

Date: 4-1-10

WITNESS:

By: D. W. Craschley
Senior Vice-President, General Counsel

SANITARY AND IMPROVEMENT DISTRICT NO. 230 OF SARPY COUNTY, NEBRASKA, a political subdivision

By: Walt Dworak
Walt Dworak, Chairman

ATTEST:

James Welniak
James Welniak, Clerk

INVOICE

PAYMENT DUE UPON RECEIPT

November 30, 2009

INVOICE NO. 10-29016

Larry Forman, Attorney
S.I.D. NO. 230 OF SARPY COUNTY, NEBRASKA
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669

Re: General Engineering Services - (General Fund)
S.I.D. No. 230 (Cinnamon Acres Subdivision)
OPCE Project No. 29016

For ENGINEERING SERVICES performed for the above referenced project for the period from September 30, 2009, to November 15, 2009:

1. Engineering Services (42 Hrs. x \$125.00/Hr.):	\$ 5,250.00
2. Reimbursable Expenses:	<u>127.19</u>
Total	\$ 5,377.19

TOTAL AMOUNT DUE THIS INVOICE:

\$ 5,377.19

amt # 485 +
486
12-14-09

Engineering Services Provided

1. One Call Related - 1 ½ Hrs.
2. SID Portion of Sediment Basin Outlet Improvements - 26 Hrs.
3. Street Repair Project - 14 ½ Hrs.
4. Reimbursable (Mileage, Copies) - \$127.19

By: _____

James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552 Fax: 402-399-9852



Great Western BankSM

Member FDIC

Making Life Great

November 13, 2009

Hillman Forman Nelsen ETAL
ATTN: Larry R Forman
7171 Mercy Rd, Suite 650
Omaha, NE 68106-2670

RE: Sanitary and Improvement District #230, Series 2007
Account #6737

Dear Gentlemen:

Fee billing for services rendered as Registrar and Paying Agent:
FOR PERIOD OF: JUNE 2, 2009 THROUGH DECEMBER 1, 2009

MINIMUM BOND FEE:

EXTRAORDINARY FEE:

TOTAL FEE DUE:

\$250.00
\$250.00

*cut #489
12-14-09*

Please remit your check payable to Great Western Bank, ATTN: Trust Department, P.O. Box 4070, Omaha, NE 68104-0070. If you have any questions feel free to call us at (402) 557-4142.

Sincerely,

Beth Riege
Vice President
and Trust Operations Officer

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

PAGE 1

BILLING DATE: 09/09/09

ACCT NO.: LRF-3624-001

RE: General

PREVIOUS BALANCE: \$7,321.98

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
07/06/09	Prepare election notice; coordinate copying of notices, stuffing envelopes, affixing mailing labels and postage; pay One-Call bill.	LRF	2.60	455.00
07/15/09	Review liability insurance renewal policy.	LRF	0.70	122.50
07/20/09	Review email ; call to Pat; conferences with Walt; prepare meeting notice and cover letter to paper; notices to Trustees and County Clerk; proofread and pay publication notice.	LRF	1.60	280.00
07/21/09	Review email; email easement and consent to Mr. Vipond; process candidate application.	LRF	0.50	87.50
07/23/09	Processing of application forms; conference with Mr. Lembke; email form to Bob and coordinate retrieval; conference with accountant; assemble warrant list register and invoices and forward to accountant.	LRF	1.70	297.50
07/24/09	Process Trustee application; assemble and copy forms; file 5 forms with election commissioner; copies of filed forms to Trustees.	LRF	1.40	245.00
07/24/09	Conference with Mr. Vipond; revise easement; review and correct easement and email to Pat; draft side agreement; email to Pat; revise side agreement and resubmit to Pat.	LRF	2.00	350.00
07/28/09	Assemble meeting file, prepare receipt of notice, copies of Marriott agreement, warrant list, warrants.	LRF	1.30	227.50

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SID 230 of Sarpy County, NE

PAGE 2

BILLING DATE: 09/09/09

ACC'T NO.: LRF-3624-001

07/28/09	Conference with Corliss Lovstad re status; conference with Mr. Vipond; locate prior plats and legals; call to surveyor; prepare meeting agenda; conference with fiscal agent re selection of fund for Marriott warrants; conference with surveyor; conference with Mr. Harman re use of general fund; check list of liens; add 2 additional mortgagee consents; retrieve exhibits from surveyor; check exhibits; call to surveyor to correct area.	LRF	4.00	700.00
07/28/09	Attend Trustees meeting.	LRF	2.30	402.50
07/30/09	Warrants and letters to 4 creditors.	LRF	0.80	140.00
07/31/09	Pay surveyors bill.	LRF	0.20	35.00
08/09/09	Prepare agenda/certificate, officers certificate, minutes of meeting, cover letter to Chairman.	LRF	2.10	367.50
08/13/09	Pay liability insurance policy premium.	LRF	0.30	52.50
08/17/09	Review and revise minutes of meeting.	LRF	0.40	70.00
08/18/09	Conference with Chairman re meeting date; conference with NRD re room use; conference with accountant re budget.	LRF	0.70	122.50
08/24/09	Prepare notice of budget hearing and cover letter to paper; notices to Trustees, County and accountant.	LRF	0.80	140.00
08/25/09	Compile data on post-auction fees and costs on Marriott.	LRF	1.70	297.50
08/25/09	Review '08 letter re pending claims; prepare letter to accountant re pending claims, review and forward budget notice.	LRF	0.60	105.00
08/26/09	Review email from Mr. Vipond; email to Pat; prepare warrants and cover letter to Walt; review Scahill addendum.	LRF	1.40	245.00
08/27/09	Review Scahill addendum and email from Mr. Vipond; conference with Mr. Vipond re addendum.	LRF	0.50	87.50
08/28/09	Additional review and compilation of data re Marriott time and expenses; conference with Chairman re easement depth for access purposes.	LRF	1.50	262.50

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SID 230 of Sarpy County, NE

PAGE 3
 BILLING DATE: 09/09/09
 ACCT NO.: LRF-3624-001

08/31/09	Review Vipond email; call to Pat; review and resend addendum; prepare duplicate set of 4 warrants and consult re submittal to Chairman; verify receipt of warrants by Chairman; trip to check mortgage records re Lot 23; email to Pat.	LRF	2.60	455.00
08/31/09	Assemble 7-28 proceedings; letters and copies of proceedings to bond house, accountant and County Clerk.	LRF	1.20	210.00
Total of New Services:			32.90	5,757.50

DATE	EXPENSE	AMOUNT
07/07/09	Mail election notices	66.33
07/13/09	Great Plains invoices	25.25
07/20/09	Papillion Times - meeting publication	11.55
07/31/09	Louis Surveying - plat and legal - Marriott	150.00
07/31/09	Mileage	24.75
08/14/09	EMC Ins. - policy renewal	651.00
08/31/09	Mileage	8.80
Total of New Expenses:		937.68

DATE	PAYMENT	AMOUNT
07/30/09		7,321.98
Total of New Payments:		7,321.98

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7171 Mercy Road, Suite 650
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SID 230 of Sarpy County, NE

PAGE 4
BILLING DATE: 09/09/09
ACCT NO.: LRF-3624-001

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$7,321.98
NEW SERVICES:	\$5,757.50
NEW EXPENSES:	\$937.68
NEW PAYMENTS:	\$7,321.98
TOT. CURRENT PERIOD:	\$6,695.18
CURRENT BALANCE:	\$6,695.18

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SID 230 of Sarpy County, NE

PAGE 1

BILLING DATE: 11/06/09

ACCT NO.: LRF-3624-001

RE: General

PREVIOUS BALANCE: \$6,695.18

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
09/03/09	Review and pay One-Call bill.	LRF	0.20	35.00
09/14/09	Prepare receipt of notice, extract of minutes re budget matters, minutes of special hearing, conference with accountant; prepare agenda; conference with Mr. Vipond re Marriott status; prepare recap of Marriott-Shemwell fees and costs; attend Trustees meeting.	LRF	4.70	822.50
09/15/09	Warrants and cover letter to engineer; assemble budget packets; letter and budget packets to State Auditor and County Clerk; call to auctioneer Don Groesser; prepare check, coordinate filing of easement with Register of Deeds; prepare agenda/certificate, officers certificate, minutes of meeting, cover letter to Chairman; review NRD well abandonment application; call to Mr. Vipond; email form to Mr. Vipond.	LRF	4.60	805.00
09/17/09	Copy of filed easement and cover letter to Scahill; respond to Chairman's email re election results; review and revise 9-14 proceedings.	LRF	0.90	157.50
09/18/09	Review and file budget receipt from State auditor; call to Don Groesser; review Lembke email; review audit report; letters and copies of report to Trustees; conference with Groesser; email confirmation to Trustees, conference with Charlie's re reservation.	LRF	2.30	402.50
09/18/09	Review emails from Trustees; call to Ms. Love; call to Charlies.	LRF	0.50	87.50
09/21/09	Copy and review election results; email memo and certificate of results to 4 Trustees; letter and certificate to Mr. Orrell; call to Mr. Dworak.	LRF	1.10	192.50

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SID 230 of Sarpy County, NE

PAGE 2

BILLING DATE: 11/06/09

ACCT NO.: LRF-3624-001

09/21/09	Travel to Charlies; meet with Groesser and Fleming re auction; conference with NRD re use of facility; return to office; review and file budget receipt from County; email memo to Trustees re auction particulars.	LRF	2.40	420.00
09/22/09	Review emails from Trustees; conference with Chalco Hills re use of visitor's center for auction; conference with Don Groesser; memo to Trustees; complete application for use of visitor's center, cover memo to NRD.	LRF	1.30	227.50
09/29/09	Call to Groesser re lot value and compensation; review revised MUD agreement; email revised agreement to Trustees with cover memo.	LRF	0.80	140.00
10/01/09	Conference with Don Groesser re auction, opinion of value of ground.	LRF	0.20	35.00
10/01/09	Letter to Gerry Gutoski re hydrants and other equipment; assemble 9-14 proceedings; letters and copies of proceedings to bond house; letters and copies of proceedings to County Clerk and accountant.	LRF	1.60	280.00
10/02/09	Review file re '05 auction of 24B; assemble document for auctioneer; obtain Google Earth aerial photo; conference with Don; forward copy of '05 appraisal to Don.	LRF	1.20	210.00
10/03/09	Review and pay One-Call bill.	LRF	0.30	52.50
10/06/09	Conference with paper re proof and invoice for budget publication; conference with Don Groesser re drainage ditch thru 24B; review listing agreement; email to Walt with cover memo; conference with Mr. Vipond re commission; conference with Groesser.	LRF	1.30	227.50
10/06/09	Email to Trustees re reduced commission for auction.	LRF	0.30	52.50
10/08/09	Conference with Don Groesser re status of auction; review emails re same; email memo to Trustees re auction issues.	LRF	1.10	192.50

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SID 230 of Sarpy County, NE

PAGE 3

BILLING DATE: 11/06/09

ACCT NO.: LRF-3624-001

10/09/09	Review Trustee emails; review Statute re auctions; memo to Trustees re sale.	LRF	1.00	175.00
10/12/09	Conference with World Herald re publication deadline; message to Walt; message to Pat.	LRF	0.60	105.00
10/12/09	Conference with Mr. Vipond; prepare auction notice; prepare memo to Trustees.	LRF	1.30	227.50
10/13/09	Email notice to World Herald; conference with World Herald re publication cost; conferences with Trustees re approval of ad; authorize publication; proof and pay auction notice; conference with Don Groesser re auction; copy of notice to Groesser.	LRF	1.80	315.00
10/14/09	Prepare warrants for accountant and cover letter to Chairman.	LRF	0.60	105.00
10/15/09	Conference with Ron Allen re 24B; conference with Bob McKee re drainage project with NRD, interlocal agreement, related issues; conference with Paul Johnson re 24B; assemble packet and fax to Johnson.	LRF	1.00	175.00
10/19/09	Review letter from engineer re sediment basin work; conference with Bob McKee.	LRF	0.30	52.50
10/20/09	Review sediment basin project documents; letter and copy of documents to Trustees.	LRF	0.70	122.50
10/23/09	Review email from Jeff Loll at MUD; message to Jeff re finalizing agreement.	LRF	0.30	52.50
10/23/09	Conference with Chairman; call to Don Groesser; letter and copy of auction notice to Lovstads.	LRF	0.60	105.00
10/25/09	Conference with Don Groesser re charges for auction services.	LRF	0.20	35.00
10/26/09	Email to Trustees re auction fee; review Vipond-Horner email; email to Horner with copies to Trustees.	LRF	1.00	175.00

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SID 230 of Sarpy County, NE

PAGE 4
 BILLING DATE: 11/06/09
 ACCT NO.: LRF-3624-001

10/27/09	Review and revise email to Ms. Horner re easement for Lot 24B; study email from engineer; compute dates for notices, meetings; email memo to Trustees; call to Walt; conference with Pat; conference with Walt.	LRF	1.60	280.00
10/27/09	Conference with Don Groesser re auction.	LRF	0.20	35.00
10/28/09	Conference with NRD re use of room; prepare reservation form and fax to Sonya; prepare meeting notice and cover letter to paper; conference with engineer.	LRF	1.50	262.50
10/28/09	Review revised MUD agreement; letter and copy of agreement to Trustees.	LRF	0.70	122.50
10/28/09	Prepare purchase contract; prepare minutes of 9-21 continuation meeting.	LRF	2.20	385.00
10/29/09	Review and revise 9-21 minutes, purchase offer; conference with title company; prepare check for auctioneer; travel to Chalco for auction; meet with Mr. Groesser; conference with bidder Thompson; attend auction; return to office; review and file proof of publication for auction notice; calls to and conferences with Trustees re bid amount; proof and pay 11-9 meeting publication notice; notify Thompson of rejection of offer.	LRF	4.30	752.50
10/29/09	Letter and check to James Thompson; letter and copies of offer and 9-21 minutes to Trustees.	LRF	0.70	122.50
Total of New Services:			45.40	7,945.00

DATE	EXPENSE	AMOUNT
09/15/09	Register of Deeds - file Marriott easement	36.00
09/30/09	Mileage	23.10
10/27/09	World Herald - auction notice Lot 24B	1,994.00
10/28/09	Don Groesser - acutioneer services	800.00
10/30/09	Mileage and Groesser lunch.	46.74

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SID 230 of Sarpy County, NE

PAGE 5
BILLING DATE: 11/06/09
ACCT NO.: LRF-3624-001

Total of New Expenses:

2,899.84

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$6,695.18
NEW SERVICES:	\$7,945.00
NEW EXPENSES:	\$2,899.84
NEW PAYMENTS:	\$0.00
TOT. CURRENT PERIOD:	\$10,844.84
CURRENT BALANCE:	\$17,540.02

Wrt #'s ~~488-491~~ 488-491
12-14-09