

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING CONSTRUCTION AND REIMBURSEMENT
AGREEMENT WITH JACQUELINE A. PUEPPKE FOR IMPROVEMENTS TO
114TH STREET AND CORNHUSKER ROAD**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

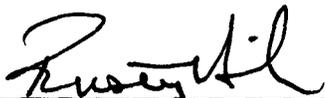
WHEREAS, the County of Sarpy desires to enter into a Construction and Reimbursement Agreement with Jacqueline A. Pueppke, Power of Attorney for Developer, for improvements to roadways in the area of 114th Street and Cornhusker Road as outlined in the agreement attached hereto as Exhibit A; and,

WHEREAS, said attached agreement is for unique, non-competitive and professional services and is in the best interests of the citizens of Sarpy County; and,

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Construction and Reimbursement Agreement with Jacqueline A. Pueppke, Power of Attorney, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Construction and Reimbursement Agreement with Jacqueline A. Pueppke, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19th day of June, 2012.

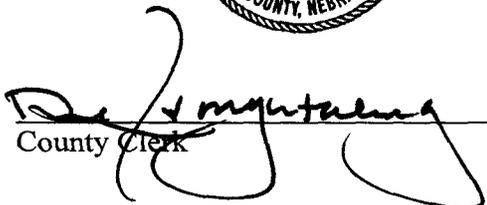


Sarpy County Board Chairman

Attest:

SEAL





County Clerk

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u> Rusty Hike District 1 Jim Thompson District 2 Tom Richards District 3 Jim Nekuda District 4 Jim Warren District 5

To: Sarpy County Commissioners
From: Mark Wayne, County Administrator
RE: Project Photon

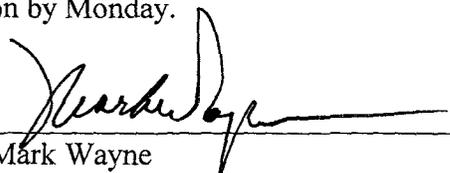
The final documents for Project Photon road improvements have just been completed and are on the agenda for approval. There are three (3) resolutions for the Chair's signature:

1. Letter agreement for Professional Services - Olsson associates. This agreement is for the design of 104th St and Cornhusker Rd. East and west of 114th St.
2. Construction and Reimbursement Agreement. This agreement is with Project Photon (developer) which details the portion of road construction cost that will be reimbursed to the County. Basically it is in the portion of Cornhusker Rd. East of 114th St. Represented in Exhibit D in the amount of \$1,324,487.
3. Escrow Agreement - This agreement is for the design of Cornhusker Rd. And is being paid up front so that design and engineering work can begin without delay.

The road project on 114th St. Completes payment from Giles Rd. To Highway 370 and will encourage future development and provide another paved north - south connection from Giles to Highway 370 which is greatly needed.

I have attached my previous e-mail dated May 11, 2012 that gives a few of the details of the project. We will have estimates of cost for the County portion by Monday.

June 15, 2012


Mark Wayne
Sarpy County Administrator

Mark Wayne

From: Jim Warren
Sent: Friday, May 11, 2012 2:54 PM
To: Mark Wayne
Subject: Re: Project Photon

Thanks

On May 11, 2012, at 2:38 PM, "Mark Wayne" <markw@sarpy.com> wrote:

Project Photon is moving ahead through the City of Papillion planning process and should have final plat approval by June. A meeting was held yesterday to review all parties responsibilities in order to have completion by August 2013. The City is providing water and sewer connections and the County is making improvements to 114th St and a portion of Cornhusker east and west at the intersection of 114th. The cost of the road work is still being reviewed but the County cost will probably be around \$3 million for the 1.25 miles of road work on 114th and the Cornhusker intersection. This will make 114th St. paved from Giles to Hwy 370 adding another north south paved corridor to Hwy 370 other than 96th St. This work includes adding on to a culvert on Schram Creek and extension dirt work to level out the road. Since 114th is a four lane section at Giles and is projected to be four lanes in the MAPA road plan the road is being designed as a four lane section and graded to four lanes for utilities and right of way. Actual paving will be three lanes to Cornhusker and two lanes to Sherman Road where it connects to existing paving for Kingsbury Subdivision. A Interlocal agreement is being prepared to spell out the details and to require reimbursement to the County for a portion of road improvements by future development along 114th St. As for Cornhusker to the east Photon (developer) will pay for the extension to the east possible to 108th and either pay the road contractor directly or reimburse the County. Denny is working on the road budget for next year to see if the cost can be absorbed in next year's road plan by moving projects.

A contract with Olsson Assoc. will be required for design which needs to start very soon in order to stay on schedule with the Interlocal to follow at the same time or shortly after. Mike Smith is working on these.

The project is a \$225 million building (100,000sq.ft.) initially only 25 jobs but the potential for more should the build a headquarters site the Photon group purchased 140 acres when they only needed about 12 acres. The company is a Fortune 200 company with 37,000 employees worldwide with 10 regional centers. Our hope is that the site will lend itself to a future regional site which could employ 1000's of employees. The company invests \$2 billion a year in technology.

I will continue to update you as we learn more.

Mark Wayne
Sarpy County Administrator
1210 Golden Gate Dr.
Papillion, NE 68046
Phone- (402) 593-2347
Cell- (402)681-9511

CONSTRUCTION AND REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made this 20 day of June, 2012, by and between JACQUELINE A. PUEPPKE ("**Representative**") acting on behalf of an undisclosed beneficiary ("**Developer**") pursuant to the terms of a Power of Attorney dated as of May 16, 2012, and SARPY COUNTY, NEBRASKA (the "**County**").

WHEREAS, Developer entered into a Sale and Purchase Agreement with Clatterbuck Properties, a Nebraska general partnership and/or Charles R. Clatterbuck and Robert L. Clatterbuck dated March 20, 2012 (the "**Purchase Agreement**"), pursuant to which it intends to acquire the real estate legally described on Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, in connection with the acquisition and development of the Property, 114th Street and Cornhusker Road must be upgraded from gravel roadways to paved streets, certain OPPD utility lines must be relocated, and certain utility lines must be installed within the public right-of-way for 114th Street and the public right-of-way for Cornhusker Road; and

WHEREAS, Developer has requested the County to construct and install such road upgrades, and the County has agreed to do so pursuant to the terms of this Agreement.

WHEREAS, Representative, acting on behalf of Developer and not in her individual capacity, and the County have agreed to enter into this Agreement to establish the terms and conditions of the construction of the upgrades to 114th Street and Cornhusker Road.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Public Street Improvements.**

(a) 114th Street. The County hereby agrees to design and construct public street improvements to 114th Street in accordance with the specifications set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "**114th Street Improvements**").

(b) Cornhusker Road. The County hereby agrees to design and construct public street improvements to Cornhusker Road in accordance with the specifications set forth on Exhibit "C" attached hereto and incorporated herein by this reference (the "**Cornhusker Road Improvements**").

(c) County's Obligations. In connection with its obligations described in Section 1(a) and (b) above, the County agrees:

(i) by August 1, 2012, to cause Olsson Associates ("**Olsson**") to complete the design of the initial grading of the east side of 114th Street north of Cornhusker Road and on the north side of Cornhusker Road to such as condition as to allow OPPD to relocate its 13.8 kV service lines.

(ii) by November 1, 2012, to cause Olsson to complete the design for all of the 114th Street Improvements and Cornhusker Road Improvements (collectively, the "Street Improvements").

(iii) by December 15, 2012, to complete grading of all areas located wholly on the Property on (A) the east side of 114th Street and (B) the north side of Cornhusker Road to allow OPPD to relocate its 13.8 kV service lines.

(iv) by March 1, 2013, to obtain all construction, access and utility easements necessary for the construction and operation of the Street Improvements and any utilities to be located within the public right-of-way of the Street Improvements.

(v) within 30 days after spring start to complete grading of 114th Street south of Cornhusker Road to allow OPPD to relocate its service lines.

(vi) within 45 days after spring start to complete grading of the remaining portions of 114th Street north of Cornhusker and the remaining portions of Cornhusker Road to allow the City of Papillion and franchise utility companies to enter and occupy the 114th Street right-of-way and the Cornhusker Road right-of-way to commence installing their respective utility lines.

(vii) within 105 days after spring start to complete grading of the remaining portions of 114th Street south of Cornhusker Road to allow the City of Papillion and the franchise utility companies to enter and occupy the 114th Street right-of-way to commence installing their respective utility lines.

(viii) within 150 days after spring start to substantially complete (A) the portion of the 114th Street Improvements located north of Cornhusker Road and (B) the Cornhusker Road Improvements.

(ix) within 180 days after spring start to finally complete (A) the portion of the 114th Street Improvements located north of Cornhusker Road and (B) the Cornhusker Road Improvements.

(x) within 195 days after spring start to substantially complete the portion of the 114th Street Improvements located south of Cornhusker Road.

(xi) within 225 days after spring start to finally complete the portion of the 114th Street Improvements located south of Cornhusker Road.

For purposes of this Agreement:

- "spring start" means the earliest date on which grading activities can begin on the roadways in Sarpy County, Nebraska;
- "substantial completion" or "substantially complete" for any Public Street Improvement means the date on which the roadway paving, striping and signage is complete such that public traffic may use the street; and
- "days" shall mean calendar days.

- "finally complete" or "final completion" of any Public Street Improvements means the date on which the full roadway project is complete, all areas are stabilized, sidewalks are complete and the project can be closed-out.

The obligations in Section 1(c)(i) and (ii) are individually, a "**County Milestone**" and collectively, the "**County Milestones**". The obligations in Section 1(c)(iii), (iv), (v), (vi), (vii), (viii), (ix), (x) and (xi) are individually a "**Construction Milestone**" and collectively, the "**Construction Milestones**".

In the event the County fails to satisfy a County Milestone, Developer may provide the County with written notice of such failure. If the County does not cure the same within ten (10) days from receipt of such notice, Developer may, but shall not be obligated to, perform the applicable County Milestone. In the event Developer undertakes to perform such County Milestone, the County will cooperate with Developer in connection with Developer's performance of the County Milestone, including without limitation initiating an eminent domain action in the event a landowner will not grant an easement or sell needed right-of-way through voluntary negotiations.

Notwithstanding any provision contained herein to the contrary, in the event the County's failure to meet a Construction Milestone is due to delay caused by reason of strike, labor troubles, supply disruptions, delays caused by frequent or extended periods of rain or bad weather, delays in obtaining required permits or approvals by federal regulatory agencies, acts of God, acts of terrorism, or any other cause beyond the reasonable control of the County or the Public Street General Contractor (each, a "**Force Majeure Event**"), then such Construction Milestone shall be extended by the number of days of delay so caused by such Force Majeure Event. In the event the County fails to satisfy (or cause the Public Street General Contractor to satisfy) a Construction Milestone (as the same may be extended by a Force Majeure Event), Developer may provide the County with written notice of such failure. If the County does not cure the same within thirty (30) days from receipt of such notice, either Developer or the City of Papillion may, but shall not be obligated to, complete construction of all or any portion of the Public Street Improvements. In the event Developer or the City of Papillion undertakes such construction, then (i) upon request the County shall assign all contracts and subcontracts in respect to such construction to Developer or the City of Papillion (as applicable) and (ii) the County will cooperate with Developer or the City of Papillion (as applicable) in connection with obtaining any permits or approvals from the County or any other government entity in connection with the construction of the Public Street Improvements.

Notwithstanding any provision contained herein to the contrary, in the event Developer elects, by written notice to the County to abandon its development plans for the Property prior to the County awarding a contract for the construction of the 114th Street Improvements or the Cornhusker Road Improvements, the County's and Developer's obligations under this Agreement shall terminate and be of no further force and effect. Upon such termination, the County may, but shall have no obligation to, construct the 114th Street Improvements or the Cornhusker Road Improvements at its sole cost and expense and without any reimbursement from Developer. In the event Developer abandons its development plans for the Property after the County awards a contract for the construction of the 114th Street Improvements or the Cornhusker Road Improvements then the County will promptly determine a reasonable and logical termination point for such construction (the "**Termination Point**") and the Public Street General Contractor will complete construction to such Termination Point. The County agrees to

use good faith efforts to (a) establish a Termination Point that requires the least amount of additional construction as possible and (b) cause the Public Street General Contractor to return any unused materials and obtain a refund for the same. Within thirty (30) days after receiving copies of the final pay request for the completion of construction to the Termination Point, Developer shall reimburse County for such costs.

(d) Construction Contracts.

(i) The 114th Street Improvements and Cornhusker Road Improvements will be constructed by a general contractor or contractors designated by the County (each, a "**Public Street General Contractor**") under construction terms and conditions required by the County in connection with its public right-of-way construction projects and on such other terms and conditions that are acceptable to the County; provided, however, the County agrees that each such construction contract will include the following provisions:

- (A) In the event the Public Street General Contractor fails to meet a Construction Milestone set forth in any subsection of Section 1(c) above, then the Public Street General Contractor shall pay to the County liquidated damages in the amount of \$1,500.00 for each calendar day that the applicable Construction Milestone is delayed. In the event more than one Construction Milestone is not met, the liquidated damages shall not be more than \$1500 for each calendar day.
- (B) Once each month, the County will pay the Public Street General Contractor 90% of the value of the work completed on the construction of the Street Improvements as of the end of the preceding month, as certified by the County's engineer. The County will pay the balance, less any liquidated damages owed from the Public Street General Contractor to the County, upon final completion of the Street Improvements; provided, however, that in the event the aggregate amount of liquidated damages owing from the Public Street General Contractor exceeds the retainage being held by the County, the Public Street General Contractor shall pay such excess to the County within ten (10) business days after receiving a request for payment from the County.
- (C) A statement that Developer is a third party beneficiary of the construction contract with full rights to enforce the provisions of the construction contract against the Public Street General Contractor.

(ii) The County's contract with the Public Street General Contractor may also provide that in the event the Public Street General Contractor's failure to meet a Construction Milestone described in Section 1(d)(i)(A) is due to delay caused by reason of a Force Majeure Event, then such Construction Milestone shall be extended by the number of days of delay so caused by such Force Majeure Event; provided, however, that the Public Street General Contractor shall provide written notice to the County no later than two (2) business days following the first day of the Force Majeure Event indicating the nature of the delay and the number of days delayed.

To meet the Construction Milestone set forth in Section 1(c)(iii) above, the County may bid the initial grading work referred to in that section separately from its bid for the construction of all

other Public Street Improvements. Developer shall have no right to object to such separate bidding.

(e) Construction Delay and Liquidated Damages. The County shall promptly notify Developer of any construction delay and whether such delay could result in the Public Street General Contractor's failure to meet the Construction Milestones described in Section 1(d)(i)(A) above. In the event the County's contract includes the Force Majeure Event provision described in Section 1(d)(ii) above, then the County shall promptly provide Developer with a copy of any notice from the Public Street General Contractor regarding a delay caused by a Force Majeure Event.

In the event the Public Street General Contractor fails to meet a Construction Milestone, then within twenty (20) days after the Public Street General Contractor satisfies such Construction Milestone, the County will provide Developer with a calculation of the liquidated damages owing to the County. In the event that, pursuant to Section 1(d)(i)(B) above, the Public Street General Contractor must pay liquidated damages to the County, the County shall reduce the payment to the Public Street General Contractor by the amount of the liquidated damages, and pay any liquidated damages in excess of the amount owed to the Public Street General Contractor to Developer within ten (10) business days after receiving the liquidated damages from the Public Street General Contractor.

(f) Cost of Public Street Improvements.

(i) Cost Estimate. The County's initial cost estimate for the design and construction of the Cornhusker Road East Improvements and for obtaining all necessary right-of-way as well as construction, access and utility easements in connection therewith through voluntary negotiations are set forth on Exhibit "D" attached hereto (the "**Cornhusker Road East Estimated Costs**"). Prior to commencing construction of the Cornhusker Road East Improvements, the County will obtain a final bid from Public Street General Contractor. In the event said bid is more than 120% of the Cornhusker Road East Estimated Costs, then Developer in its sole discretion may timely request that County reject said bids and Developer may elect to assume responsibility for constructing the Cornhusker Road East Improvements, and in connection therewith Developer may retain its own contractor to construct the Cornhusker Road East Improvements. In assuming responsibility for the construction for Cornhusker Road East Improvements, Developer shall be responsible for compliance with all laws, rules, regulations and standards applicable to said construction, and shall hold the County harmless for any deficiency of Developer's performance.

(ii) Cornhusker Road East Improvements. The County shall pay all costs for the design and construction of the Cornhusker Road East Improvements directly to the Public Street General Contractor and any other engineers or consultants retained by the County in connection with the same and shall pay all costs of negotiating and obtaining all necessary right-of-way or construction, access and utility easements in connection therewith directly to the party (or parties) entitled thereto. Developer shall reimburse the County for such costs within thirty (30) days after receiving copies of a pay request and supporting invoices from the County. For any payment received by County after such thirty (30) day period, County may charge Developer interest on the unpaid amount at the rate of 6% per annum.

(iii) Other Public Street Improvements. The County shall be solely responsible for paying for all costs for the design and construction of the 114th Street Improvements and the Cornhusker Road Improvements located west of the western boundary line of 114th Street (the "**Cornhusker Road West Improvements**") and shall be solely responsible for paying all costs of negotiating and obtaining all necessary right-of-way, or construction, access and utility easements in connection therewith. Under no circumstances will Developer have any obligation to reimburse the County for such costs.

(iv) Condemnation Costs. In the event the County must initiate eminent domain proceedings to obtain right-of-way or an easement necessary for the construction and operation of the Cornhusker Road East Improvements, Developer and the County shall each pay one-half of the cost of such eminent domain proceedings, including without limitation, attorney's fees, appraisal fees, and court costs. In the event the County must retain outside legal counsel to represent it in such eminent domain proceedings, said counsel shall be reasonably satisfactory to Developer. In the event the County must initiate eminent domain proceedings to obtain right-of-way or an easement necessary for the construction or operation of the 114th Street Improvements or the Cornhusker Road West Improvements, the County shall pay all costs of such eminent domain proceedings. Under no circumstances will Developer have any obligation to reimburse the County for such costs.

(g) Maintenance. The County shall own operate, maintain, repair and replace the 114th Street Improvements and the Cornhusker Road Improvements at its sole cost and expense.

2. State Incentives. The County acknowledges that Developer is negotiating with the State of Nebraska Department of Economic Development to obtain certain financial incentives from the State of Nebraska to induce Developer to construct a data center on the Property. The County agrees to reasonably cooperate with Developer to obtain such incentives, including without limitation, applying for the building development funds allocated by the State of Nebraska for the development of the Property as a priority project. Developer agrees to prepare the application, exhibits, and all related documents at the direction of the County. Developer shall reimburse the County for any costs incurred by the County or its designee(s) related to obtaining said incentives. Developer shall remit payment to the County within 45 days of the invoice date. The County and Developer agree that once awarded, the County shall use such incentive funds to either directly pay for the cost of the Cornhusker Road East Improvements, or to reimburse Developer for the costs it has paid for the Cornhusker Road East Improvements, or as otherwise allowed by state regulations.

3. Notices. Unless otherwise expressly provided herein, all notices, certificates, requests, demands and other communications in connection with this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, or (c) transmitted by facsimile, in each case addressed to the party to whom notice is being given at its address or facsimile number set forth below or at any other address or facsimile number hereafter designated by that party in a written notice to the other party:

<p>Developer: c/o Jacqueline A. Pueppke Baird Holm LLP 1500 Woodmen Tower 1700 Farnam St. Omaha, NE 68102 Facsimile: (402) 344-0588</p>	<p>If to the County: Deb Houghtaling, Sarpy County Clerk 1210 Golden Gate Dr Papillion, NE 68046-2889 Facsimile No.: (402) 593-4471</p>
	<p>with a copy to: Sarpy County Attorney's Office 1210 Golden Gate Dr Papillion, NE 68046-2889 Attn: Michael A. Smith Facsimile No.: (402) 593-4359</p>

Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or three (3) days after the same is sent by certified United States mail, in each instance addressed in the manner prescribed herein.

4. **Miscellaneous.**

(a) This Agreement shall be construed under and in accordance with the laws of the State of Nebraska and any action hereunder shall be brought only in the state or federal court having jurisdiction on Sarpy County, Nebraska.

(b) This Agreement and all exhibits attached hereto constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings both written and orally between the parties with respect to the subject matter contained in this Agreement. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any party from this Agreement, shall in any event be effective unless the same shall be in writing and signed by the party or parties against whom such amendment, waiver, consent or departure is sought to be enforced and then such amendment, waiver, consent or departure shall be effective only in the specific instance and for the specific purpose for which given.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(d) This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

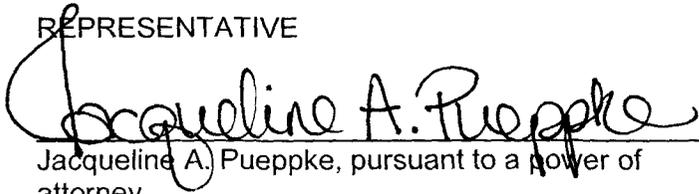
5. **Developer Obligations and Assignment of Developer Obligations.**

Representative is authorized to execute and deliver this Agreement on behalf of the Developer. Developer has agreed to all terms of this Agreement and to perform all of its obligations hereunder. Concurrently with the Developer's assignment of the Purchase Agreement to a subsidiary or affiliate, such subsidiary or affiliate will execute an agreement acknowledging that it has agreed to all terms of this Agreement and to perform all of Developer's obligations hereunder. Concurrently with the acquisition of the Property, Representative and such subsidiary or affiliate will execute an assignment and assumption of this Agreement pursuant to which such subsidiary or affiliate is made a party to this Agreement and deliver, by mail within five (5) business days, a copy of such assumption to the County.

-No further text on this page-

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures and seals on the date and year first above written.

REPRESENTATIVE

A handwritten signature in black ink that reads "Jacqueline A. Pueppke". The signature is written in a cursive style with a large initial "J".

Jacqueline A. Pueppke, pursuant to a power of attorney

THE COUNTY:

SARPY COUNTY, NEBRASKA

By: Rusty Hike 6/19/12
Name: Rusty Hike
Its: Chairman, Sarpy County Board



ATTEST:

By: [Signature]

Approved as to form:

[Signature]
County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel I:

Tax Lot 4, all of the Southeast Quarter of Section 20, except the West 1,239.0 feet of the North 346.5 feet thereof, except the South 100 feet of the East 100 feet of the Southeast quarter; and except commencing at the South quarter corner of said Section 20; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Southeast quarter of said Section 20, a distance of 1361.36 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 8.66 feet to a point on the East right of way line of 114th Street. Said point also being the point of beginning; thence North 00 degrees 46 minutes 11 seconds East, along said East right of way line of said 114th Street, at distance of 265.00 feet; thence South 89 degrees 13 minutes 49 seconds East, a distance of 32.00 feet; thence South 00 degrees 46 minutes 11 seconds West, a distance of 100.00 feet; thence South 11 degrees 44 minutes 43 seconds West, a distance of 168.07 feet to the point of beginning, all in Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Parcel II:

Tax Lot 4B in the Southeast Quarter of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

EXHIBIT "B"

114TH STREET IMPROVEMENTS

DWG: F:\Projects\012-0616\LDV\Exhibits\2012-06-08_Pavement Improvements_20616.dwg USER: mbickford
DATE: Jun 14, 2012 3:01pm XREFS: 120616-PAVE 120616-TOPO 120616-LOCN 120616-PSTM

ROBERTS ROAD

120TH STREET

TIE-IN TO
EXISTING PAVING

EXISTING O.P.P.D.
SUBSTATION

PROPOSED
SIDEWALK

DEVELOPMENT
AREA

DEDICATED STREET
R.O.W. (TYP.)

PROPOSED
FULL GRADING
AND 2-LANE
ROADWAY

CORNHUSKER ROAD

PROPOSED FULL
GRADING AND
GRAVEL SURFACING

PROPOSED 3-LANE
ROADWAY

114TH STREET

108TH STREET

TIE-IN TO
EXISTING PAVING

W. LINCOLN RD.

N

NOT TO SCALE

PROJECT NO: 012-0616

DRAWN BY: MDB

DATE: 6/12/2012

EXHIBIT "B"
DEPICTION OF 114TH STREET IMPROVEMENTS

MOLSSON
ASSOCIATES
2111 South 67th Street
Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.6895

EXHIBIT

B

EXHIBIT "C"
CORNHUSKER ROAD IMPROVEMENTS

DWG: F:\Projects\012-0616\LDVP\Exhibits\2012-06-08_Pavement Improvements_20616.dwg
DATE: Jun 14, 2012 3:03pm
XREFS: 120616-PAVE 120616-TOPO 120616-LOCN 120616-FSTM
USER: mbickford
boarder

ROBERTS ROAD

120TH STREET

EXISTING O.P.P.D.
SUBSTATION

DEVELOPMENT
AREA

PROPOSED
ROAD
PAVING

CORNHUSKER ROAD

PROPOSED SIDEWALKS
ON NORTH SIDE OF
CORNHUSKER BETWEEN
114TH & 108TH STREET

114TH STREET

108TH STREET

W. LINCOLN RD.



NOT TO SCALE



PROJECT NO: 012-0616
DRAWN BY: MDB
DATE: 6/12/2012

EXHIBIT "C"
DEPICTION OF CORNHUSKER ROAD IMPROVEMENTS



2111 South 67th Street
Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
C

EXHIBIT "D"

CORNHUSKER ROAD EAST ESTIMATED COSTS

114th STREET & CORNHUSKER ROAD
 Cornhusker East
 OLSSON ASSOCIATES
 OA JOB A12-0616
 6/13/2012

ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
2	GENERAL CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00
3	EARTHWORK (BORROW)	CY	0	\$7.50	\$0.00
4	EARTHWORK (EXCAVATION)	CY	52730	\$4.50	\$237,285.00
5	REMOVE 18" OR SMALLER CULVERT PIPE	LF	0	\$9.00	\$0.00
6	REMOVE CULVERT PIPE OVER 18" TO 24"	LF	0	\$12.00	\$0.00
7	REMOVE 36" CULVERT PIPE	LF	0	\$18.00	\$0.00
8	REMOVE 48" CULVERT PIPE	LF	80	\$27.00	\$2,160.00
9	REMOVE BOX CULVERT HEADWALL	EA	0	\$2,500.00	\$0.00
10	9" CONCRETE PAVEMENT - TYPE L65	SY	11614	\$35.00	\$406,490.00
11	6" CONCRETE DRIVEWAY - TYPE L65	SY	0	\$30.00	\$0.00
12	CONCRETE SIDEWALK/BIKEPATH	SF	4300	\$4.00	\$17,200.00
13	6" CONCRETE MEDIAN SURFACING	SF	0	\$6.00	\$0.00
14	CONSTRUCT CURB INLET	EA	16	\$2,600.00	\$41,600.00
15	CONSTRUCT AREA INLET - TYPE II	EA	0	\$2,100.00	\$0.00
16	CONSTRUCT 42" R.C. FLARED END SECTION	EA	0	\$600.00	\$0.00
17	CONSTRUCT 48" R.C. FLARED END SECTION	EA	0	\$750.00	\$0.00
18	CONSTRUCT 15" R.C.P., CLASS III	EA	317	\$30.00	\$9,510.00
19	CONSTRUCT 18" R.C.P., CLASS III	LF	728	\$32.00	\$23,296.00
20	CONSTRUCT 24" R.C.P., CLASS III	LF	71	\$38.00	\$2,698.00
21	CONSTRUCT 30" R.C.P., CLASS III	LF	59	\$45.00	\$2,655.00
22	CONSTRUCT 36" R.C.P., CLASS III	LF	0	\$60.00	\$0.00
23	CONSTRUCT 42" R.C.P., CLASS III	LF	0	\$75.00	\$0.00
24	CONSTRUCT 48" R.C.P., CLASS III	LF	0	\$95.00	\$0.00
25	CONSTRUCT TWIN 6'X4' BOX CULVERT	LF	122	\$1,000.00	\$122,000.00
26	CONSTRUCT BOX CULVERT HEADWALL	EA	0	\$10,000.00	\$0.00
27	CONSTRUCT 60" I.D. MANHOLE	VF	0	\$350.00	\$0.00
28	CONSTRUCT 72" I.D. MANHOLE	VF	0	\$500.00	\$0.00
	SUBTOTAL				\$889,894.00
	CONTINGENCIES @ 20%				\$177,979
	PRELIMINARY CONSTRUCTION ESTIMATE				\$1,067,873
	DESIGN ENGINEERING (8.5%)				\$90,769
	CONSTRUCTION ENGINEERING (12.0%)				\$128,145
	PROFESSIONAL ROW SERVICES	PARCEL	1	\$3,500.00	\$3,500
	PROFESIONAL SERVICES ESTIMATE				\$222,414
	RIGHT-OF-WAY ACQUISITION	AC	1.02	\$30,000.00	\$30,600
	RIGHT-OF-WAY TEMP. CONST. EASEMENT	AC	0.60	\$6,000.00	\$3,600
	TOTAL RIGHT-OF-WAY ESTIMATE				\$34,200
	OPINION OF PROBABLE COSTS				\$1,324,487