

EXHIBIT A.

SUBDIVISION AGREEMENT
SOUTHAMPTONS
LOTS 1-80

THIS AGREEMENT, made and entered into this 19th day of September, 2006 by and between BOYER YOUNG DEVELOPMENT COMPANY (hereafter referred to as "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO. 540 "Southamptons" of DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "District"), and DOUGLAS COUNTY (hereinafter referred to as "County").

PRELIMINARY STATEMENT

The Southamptons subdivision is the first subdivision to be designed using conservation design principles consistent with the directives of the Douglas County Comprehensive Plan adopted in March 2006. The design incorporates dedicated open space that comprises greater than 50% of the total land area of the subdivision. As such, the developer is allowed to increase the residential housing density to one unit per acre with the housing units clustered outside the dedicated open space. This clustering of housing units requires the alteration of required front, side, street side, and rear setbacks. Installation of Low Impact Development (LID) and other stormwater best management practices are encouraged at the lot level and throughout the subdivision.

The zoning on the subdivision is proposed to be Environmental Resource District. The "Environmental Resource District" is a temporary placeholder designation that will be used until the County Zoning Regulations have been revised to be consistent with the new Comprehensive Plan. Once the new Zoning Regulations have been approved the new zoning district designation will be assigned to this subdivision.

WITNESSETH

WHEREAS, Subdivider is the owner of the land included with the proposed plat attached hereto as Exhibit "A," which parcel of land (hereinafter referred to as the "Area to be Developed") is within County's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the District will build public improvements in the area to be developed, the District being a Sanitary and Improvement District created at the request of, and controlled by the Subdivider, which is the sole Owner(s) of all the lands within the boundaries thereof; and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or 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 to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorney's fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.

"Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites.

"Street intersections" shall be construed to mean the area shown on the attached street intersection drawing (Exhibit "B").

"General obligation" shall mean unassessable capital costs.

SECTION 1

Subdivider and District covenant that District, upon filing of the final plat, shall enter into binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts and that the District has a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the improvements set forth herein:

- A. All of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by County), as shown on paving plan in the area marked Final Plat prepared by E&A Consulting Group a copy of which is attached hereto as Exhibit "B."
- B. Sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on sanitary sewer layout prepared by E&A Consulting Group a copy of which is attached hereto as Exhibit "C."
- C. Storm sewers, inlets, manholes, and related appurtenances constructed in street right-of-way and easements, per plat (Exhibit "A"), plans and specifications for such sewer improvements to be approved by County.

Exhibit A. Subdivision Agreement – Southamptons

Page 3 of 10

- D. Water and gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the Metropolitan Utilities District and completed within four (4) months from date of execution of this agreement.
- E. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. Lighting shall be designed so as to minimize light pollution and can not spill over on to adjacent property.
- F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District.
- G. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider or District according to the following schedule:
- 1) Sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
 - 2) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
 - 3) Sidewalks shall be constructed in a way that would allow rain garden installation next to the street, where applicable, in order to provide an alternative method of treating stormwater runoff from the street and from individual building lots. The intent is to provide an opportunity for such stormwater best management practices (BMPs) to be installed after initial installation of the street and sidewalk infrastructure.
 - 4) In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat.
- H. Acquisition, grading and pavement of proposed 238th street. Such acquisition, grading, and pavement installation shall be consistent with the County Engineer's recommendations and shall be completed within one (1) year of the execution of this agreement.

The County will not issue Certificates of Occupancy for any proposed structure or dwelling on the Area to be Developed until the improvements set forth in this Section 1 have been substantially completed.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

Exhibit A. Subdivision Agreement – Southamptons

Page 4 of 10

A. Streets.

One hundred percent (100%) of the entire cost of all street and sidewalk construction shall be paid by special assessment against the property benefited within the area to be developed, except for street intersections, pavement abutting public property and certain extra-width and major street paving, all of which may be a general obligation, as indicated in Exhibit "B." Grading or paving of major streets may be a general obligation. Acquisition, grading and pavement of 234th and 238th streets may be a general obligation.

The proportionate share of SID 540's cost of improvements to "Q" Street shall be at the expense of the District. Exterior street improvements may be a 100% general obligation expense of the District.

The paving of all interior streets in the Area to be Developed, as generally depicted on Exhibit "B," shall be paid by special assessment against the property benefitted. The paving shall be not less than 7 inches of P.C. concrete. Upon completion of the pavement and certification by the Subdivider's engineer that the construction has been completed in accordance with the plans and specifications approved by the County, then the SID will perform routine maintenance of the streets shown on Exhibit "B." Costs of paving shall be specially assessed except that intersection paving, overwidth paving, and paving at park or common ground frontage may be a general obligation expense of the District.

B. Sanitary Sewer.

One hundred percent (100%) of the entire cost of all sanitary sewers, including manhole and other appurtenances, shall be paid by special assessment against property benefited within the area to be developed, provided,

- 1) Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be a general obligation of the District.
- 2) The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the Sanitary Outfall Sewer which the pipe size is greater than 8" diameter may be a general obligation of the District.
- 3) The total cost of any outfall sanitary sewer serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "C."
- 4) Payments for interceptor sewer connection charges to the City of Omaha "City" and Sanitary and Improvement District (SID) No. 513 (The Hamptons) may, as provided in Section VIII herein, be a general obligation of the District.

Exhibit A. Subdivision Agreement – Southamptons

Page 5 of 10

C. Storm Sewers.

The cost of storm sewers and appurtenances may be a general obligation of the District.

D. Potable Water.

One hundred percent (100%) of the entire cost of the water distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be developed. One hundred percent (100%) of the entire cost of water and gas approach mains may be a general obligation of the District. All refunds from MUD shall be credited to the Bond Construction Account of the District.

E. Street Lights.

One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

F. Electrical and Gas

The entire cost of the installation of electrical power service and gas distribution system shall be specially assessed against the property within the area to be developed. The refunded charge from the OPPD and MUD shall be credited in accordance with law, and if so credited to the District it shall be credited to the Bond Construction Account of the District.

G. Other Payments/Fees/Charges.

Any payments to other sanitary and improvement districts, sanitary districts or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this Agreement.

H. Telephone.

No funds of the District are to be used for the installation or maintenance of telephone equipment.

SECTION III

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants to be issued therefore without the prior written approval of the County Engineer. The District shall not acquire any interest in real property without the prior

Exhibit A. Subdivision Agreement – Southamptons

Page 6 of 10

approval of Douglas County. The County shall not be responsible for the maintenance, repair, and reconstruction of a public improvement.

SECTION IV

Subdivider and District covenant and agree that the District created by the Subdivider will:

Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the County pertaining to construction of public improvements in subdivisions and testing procedures therefore.

Except as may otherwise be agreed to by County, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

The District shall provide the following information to the County Environmental Services Department and the County Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

- 1) A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.
- 2) A plat of the area to be assessed.
- 3) A full detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a) The amount paid to the contractor.
 - b) A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrants fees and bond fees.
 - c) A special itemization of all costs of the District not itemized in (a) or (b) above.

The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement.

Exhibit A. Subdivision Agreement – Southamptons

Page 7 of 10

In addition to the above notice requirement, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the County that the Board of Equalization will be convened on that date for the construction of the levying of special assessments and equalization and apportionment of debt.

SECTION V

The District agrees to annually levy a minimum ad valorem property tax rate of 88 cents per \$100 of taxable valuation for all tax collection years through the year that all district warrants can be paid on a cash basis and/or are converted to bonded debt. As the total levy (Bond and General) necessary to support the other debt and obligations of the SID for all projects decreases to below 88 cents per \$100 of taxable valuation, the District shall collect the difference (not to exceed 5 cents per \$100 of taxable valuation) between the new rate and the original 88 cents. All such tax proceeds shall be paid to the County upon collection and credited to the Arterial Street Improvement Program (ASIP) fund.

The District's Board of Trustees agrees to adopt tax rate levies sufficient to fund the succeeding years general and bond fund projected obligations as required in the cash flow projections.

SECTION VI

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION VII

District shall be required to connect its sanitary sewer system to the regional lift station and force main "RLS" owned and operated by SID#513 (Hamptons). SID#513, County and City entered into an Interlocal Cooperation Agreement for the discharge of sewage from SID#513 and the Q Street sub-basin in which District is located through the RLS to the City sewer system. Pursuant to said interlocal agreement District shall be required to pay to the City and SID#513 the applicable fees as set forth therein which fees are to be collected back from the owner of each lot or parcel of real estate or levied as a special assessment against the benefited property.

Exhibit A. Subdivision Agreement – Southamptons

Page 8 of 10

SECTION VIII

- A) Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider.
- B) No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.
- C) The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- D) The Sediment and Erosion Control Plan is attached hereto and incorporated herein as Exhibit "D." The initial construction cost of grading and piping for temporary sediment and erosion control measures shall be paid for privately by the Subdivider. Removal of said sediment and control measures may be a general obligation of the District. Acquisition and construction of permanent sediment and erosion control measures may be a general obligation of the District. The cost of maintaining sediment and erosion control measures, both permanent and temporary shall be paid from the operating fund of the District.
- E) Outlots A,B and C shall be owned by the District as natural environmental areas. As such District maintenance shall be limited to cleaning obstacles from within any drainageway located thereon. Such areas contain natural drainage ways. Channel banks may meander and change out of the boundaries of the outlots. District or County shall have no responsibility to prevent such meandering or bank changes. Outlots A, B, and C, collectively, make up the designated open space, consistent with the general policies of the Douglas County Comprehensive Plan. Such designated open space shall be protected from development and shall generally not be altered except as in conformance with the Sediment and Erosion Control plan (Exhibit "D"). Modifications for the purposes of stabilizing soils and reducing erosion may be completed upon review and approval of plans for said modifications by the County and if in conformance with the general policies of the Douglas County Comprehensive Plan and accepted stormwater best management practices.
- F) Building lots shall incorporate Low Impact Development (LID) and other stormwater best management practices (at the lot level) as much as practicable, with the intent of retaining stormwater on site, reducing runoff into the designated open space (Outlots A, B, and C), and minimizing channel bank erosion (in Outlots A, B, and C). Such LID and other stormwater BMPs should also serve to minimize the amount of impervious surfaces and the stormwater runoff into the subdivision's internal storm sewer system.
- G) Future subdivision of Outlots A, B, and C is prohibited.

Exhibit A. Subdivision Agreement – Southhamptons

Page 9 of 10

- H) Tree mitigation. Tree canopy removed from Outlots as part of an approved sediment and erosion control plan must be mitigated according to the Tree Mitigation Plan attached as Exhibit "E."
- I) This Subdivision Agreement shall be binding upon the parties hereto, their respective successors and assigns.

SECTION IX

County shall include provisions in any future subdivision agreement required by application of County's Subdivision Regulations to effect the intended development of real property directly abutting or stubbing into any of the 234th or 238th street improvements constructed by District that, to the extent permitted by law, County will require the developer, sanitary and improvement district, or other appropriate party to reimburse SID#540 in the aggregate, an amount equal to one-half of the costs of 234th St. and/or 238th St. as the case may be of such frontage. County acknowledges that because of terrain, some of the property to the east of the Southhamptons does not abut 238th St. and would not have access to 238th St. without the stub out from 238th St. and therefore should be responsible for such frontage that does not abut 238th St. as well.

Exhibit A. Subdivision Agreement – Southamptons

Page 10 of 10

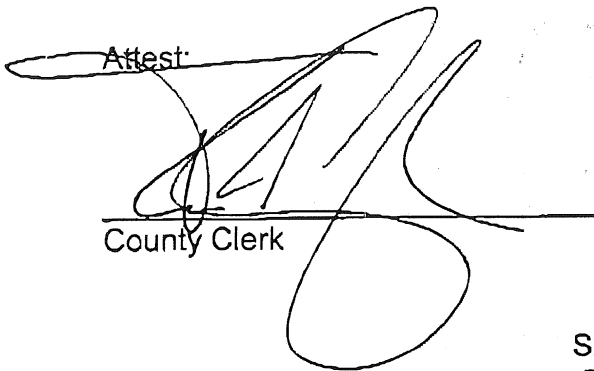
IN WITNESS WHEREOF, we, the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

Executed by Douglas County, Nebraska this 19th day of September, 2006.

THE COUNTY OF DOUGLAS, NEBRASKA

By: Mary Ann Bargeon
Chair

Attest:


County Clerk

APPROVED AS TO FORM:

Thomas J. Marquette
Deputy County Attorney

SANITARY AND IMPROVEMENT DISTRICT NO. 540
OF DOUGLAS COUNTY, NEBRASKA

By:

Timothy W. Long
Chairman

Attest:


Clerk

BOYER YOUNG DEVELOPMENT COMPANY

By:

Timothy W. Long
President

Attest:

Cassandra K. Petersen

E&A CONSULTING GROUP, INC.		SOUTH HAMPTONS		FINAL PLAN	
ENTERED BY: J. JOBEUN		PROJECT NO: 04-000		DATE: 04/24/08	
DRAWN BY: J. JOBEUN		CHECKED BY: J. JOBEUN		APPROVED BY: J. JOBEUN	
SCALE: 1" = 100'		SHEET NO: 1		TOTAL SHEETS: 1	

SOUTH HAMPTONS

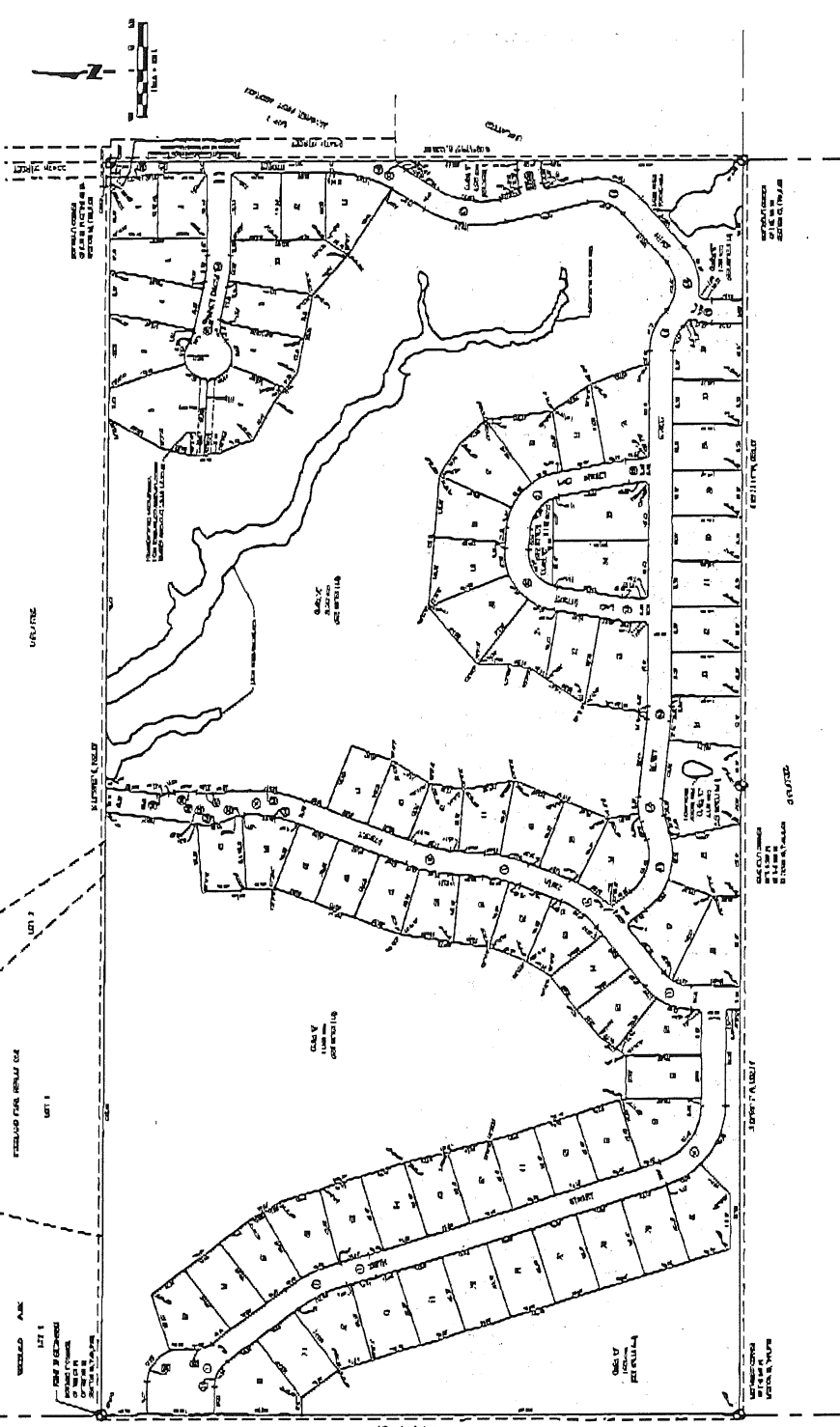
100% SITE PLAN FOR THE SOUTH HAMPTONS DEVELOPMENT, A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.



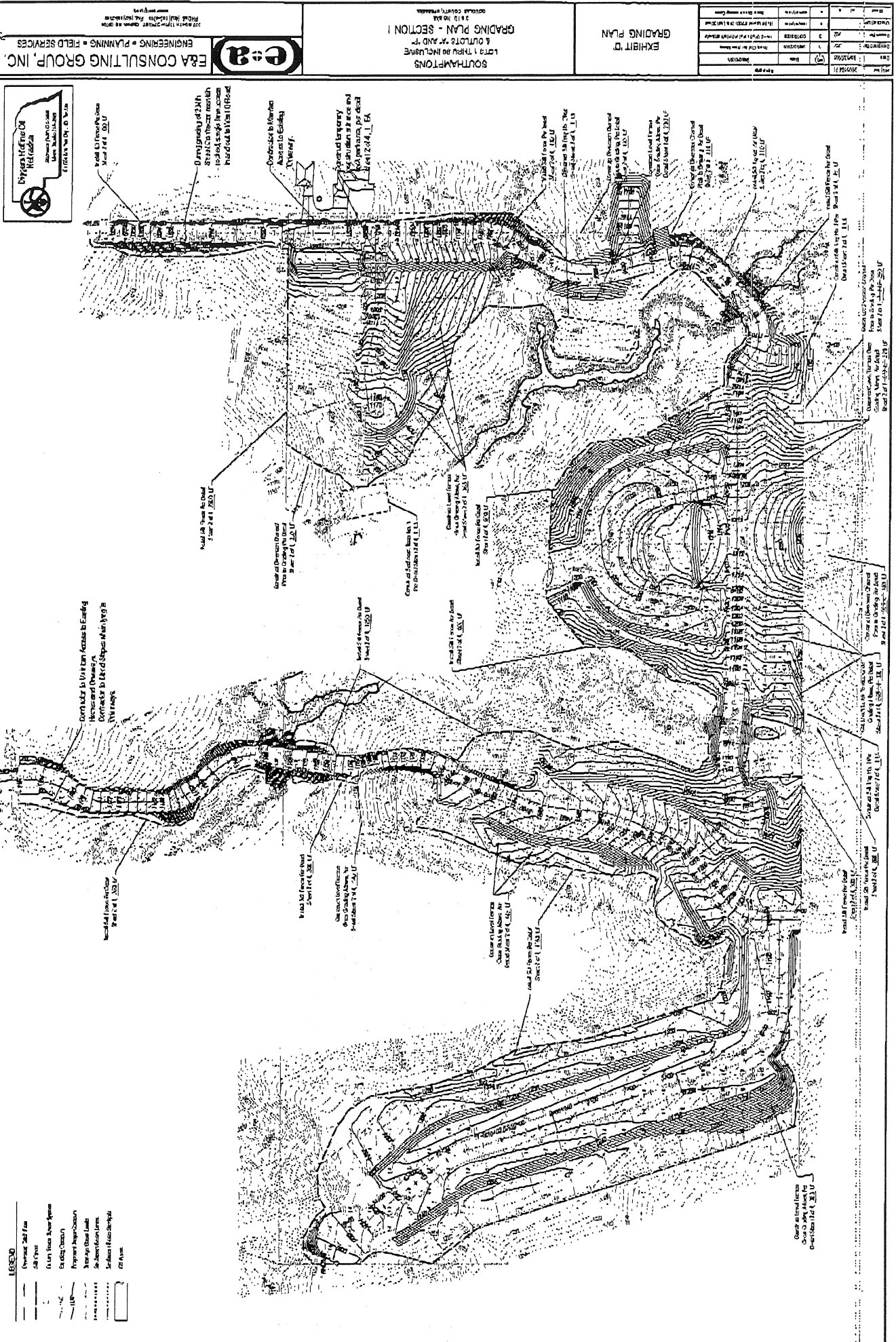
THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

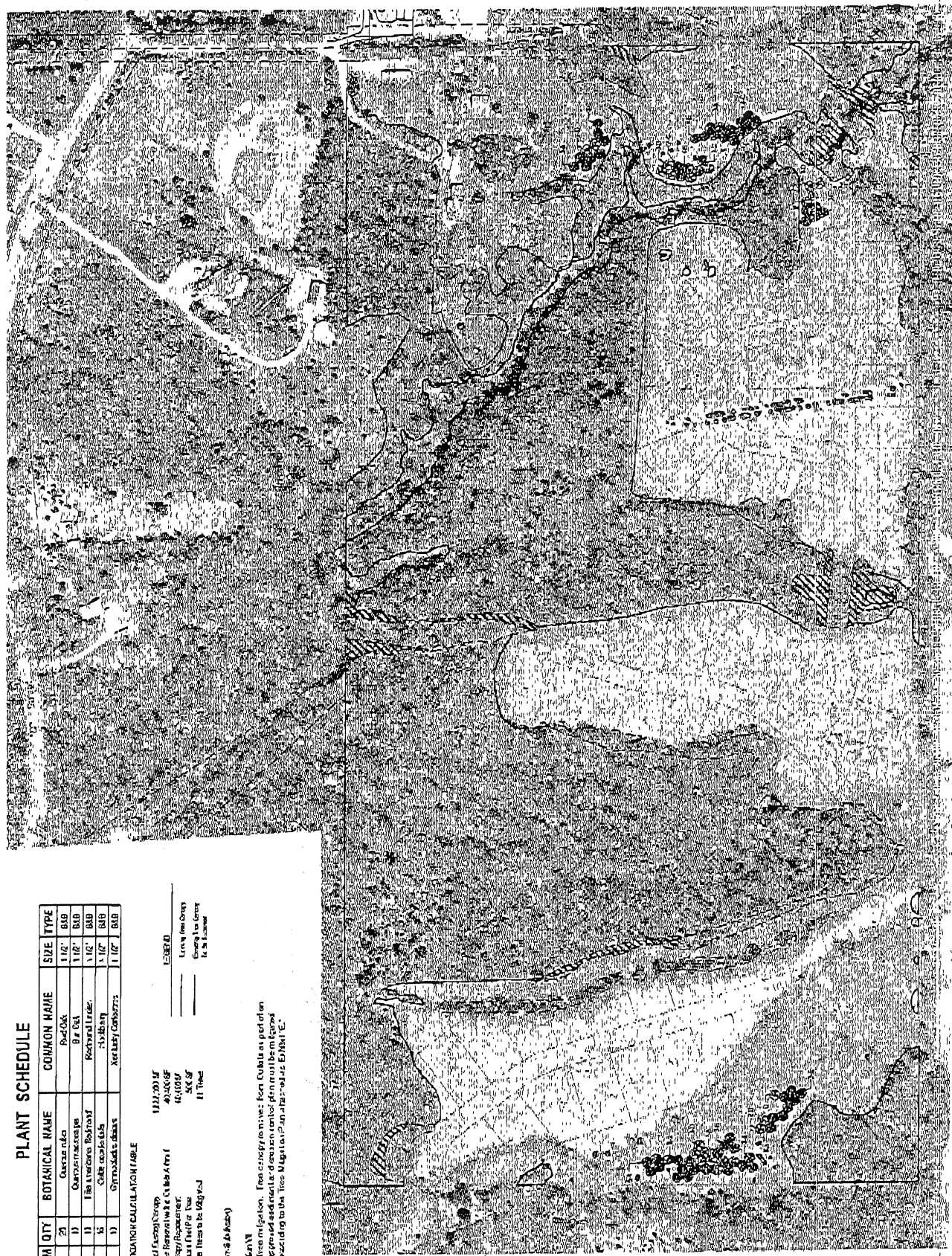
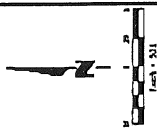
THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

THE SOUTH HAMPTONS DEVELOPMENT IS A 100-ACRE TRACT OF LAND IN THE CITY OF OMAHA, NEBRASKA, LOCATED IN THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA. THE TRACT IS BOUND BY THE SOUTH 1/4 OF SECTION 16, T4N, R10E, S44W, NEBRASKA, TO THE NORTH, THE SOUTH 1/4 OF SECTION 17, T4N, R10E, S44W, NEBRASKA, TO THE SOUTH, THE SOUTH 1/4 OF SECTION 18, T4N, R10E, S44W, NEBRASKA, TO THE EAST, AND THE SOUTH 1/4 OF SECTION 19, T4N, R10E, S44W, NEBRASKA, TO THE WEST.

NO.	AREA (AC)	AREA (SQ FT)	AREA (AC)	AREA (SQ FT)
1	1.00	136,790	1.00	136,790
2	1.00	136,790	1.00	136,790
3	1.00	136,790	1.00	136,790
4	1.00	136,790	1.00	136,790
5	1.00	136,790	1.00	136,790
6	1.00	136,790	1.00	136,790
7	1.00	136,790	1.00	136,790
8	1.00	136,790	1.00	136,790
9	1.00	136,790	1.00	136,790
10	1.00	136,790	1.00	136,790
11	1.00	136,790	1.00	136,790
12	1.00	136,790	1.00	136,790
13	1.00	136,790	1.00	136,790
14	1.00	136,790	1.00	136,790
15	1.00	136,790	1.00	136,790
16	1.00	136,790	1.00	136,790
17	1.00	136,790	1.00	136,790
18	1.00	136,790	1.00	136,790
19	1.00	136,790	1.00	136,790
20	1.00	136,790	1.00	136,790
21	1.00	136,790	1.00	136,790
22	1.00	136,790	1.00	136,790
23	1.00	136,790	1.00	136,790
24	1.00	136,790	1.00	136,790
25	1.00	136,790	1.00	136,790
26	1.00	136,790	1.00	136,790
27	1.00	136,790	1.00	136,790
28	1.00	136,790	1.00	136,790
29	1.00	136,790	1.00	136,790
30	1.00	136,790	1.00	136,790
31	1.00	136,790	1.00	136,790
32	1.00	136,790	1.00	136,790
33	1.00	136,790	1.00	136,790
34	1.00	136,790	1.00	136,790
35	1.00	136,790	1.00	136,790
36	1.00	136,790	1.00	136,790
37	1.00	136,790	1.00	136,790
38	1.00	136,790	1.00	136,790
39	1.00	136,790	1.00	136,790
40	1.00	136,790	1.00	136,790
41	1.00	136,790	1.00	136,790
42	1.00	136,790	1.00	136,790
43	1.00	136,790	1.00	136,790
44	1.00	136,790	1.00	136,790
45	1.00	136,790	1.00	136,790
46	1.00	136,790	1.00	136,790
47	1.00	136,790	1.00	136,790
48	1.00	136,790	1.00	136,790
49	1.00	136,790	1.00	136,790
50	1.00	136,790	1.00	136,790
51	1.00	136,790	1.00	136,790
52	1.00	136,790	1.00	136,790
53	1.00	136,790	1.00	136,790
54	1.00	136,790	1.00	136,790
55	1.00	136,790	1.00	136,790
56	1.00	136,790	1.00	136,790
57	1.00	136,790	1.00	136,790
58	1.00	136,790	1.00	136,790
59	1.00	136,790	1.00	136,790
60	1.00	136,790	1.00	136,790
61	1.00	136,790	1.00	136,790
62	1.00	136,790	1.00	136,790
63	1.00	136,790	1.00	136,790
64	1.00	136,790	1.00	136,790
65	1.00	136,790	1.00	136,790
66	1.00	136,790	1.00	136,790
67	1.00	136,790	1.00	136,790
68	1.00	136,790	1.00	136,790
69	1.00	136,790	1.00	136,790
70	1.00	136,790	1.00	136,790
71	1.00	136,790	1.00	136,790
72	1.00	136,790	1.00	136,790
73	1.00	136,790	1.00	136,790
74	1.00	136,79		



E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 1000 N. 17TH ST. SUITE 100 OMAHA, NE 68102 PHONE: (402) 441-1111 FAX: (402) 441-1111		SOUTH HAMPTONS 2410 30th OMAHA, NE 68105	EXHIBIT E TREE MITIGATION EXHIBIT	Project No. Date Scale Sheet No.
---	--	--	--------------------------------------	---



PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	21	Quercus alba	Red Oak	1 1/2"	GLB
B	11	Quercus macrocarpa	Bt Oak	1 1/2"	GLB
C	11	Liriodendron tulipifera	Red-tipped Tree	1 1/2"	GLB
D	15	Celtis occidentalis	Flowering	1 1/2"	GLB
E	11	Corylus americana	Heartleaf	1 1/2"	GLB

MITIGATION CALCULATION TABLE

Total Existing Group
 1122.200 SF
 Total Proposed Group
 40.000 SF
 Difference
 1082.200 SF
 Total Trees to be Mitigated
 11 Trees

Legend
 --- Live & Free Group
 --- Existing Tree Group
 --- To be Replaced

Printed by Jobeun

Section V

by tree mitigation. The city engineer has been notified and has approved the mitigation plan. The city engineer has also approved the mitigation plan. The city engineer has also approved the mitigation plan.