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15858 98 282-304

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 NOV -3 PM 3:50

RECEIVED

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NOV 29 2000
CO. _____
DO. _____



City of Omaha
Hal Daub, Mayor

September 15, 1998

15858
RECEIVED
98 AUG 28 AM 10:39
CITY CLERK
OMAHA, NEBRASKA

4 Agreements
Res # 2677
Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Telefax (402) 444-5248

Don W. Elliott, P.E.
Public Works Director

Honorable President

and Members of the City Council,

The attached Resolution approves the Subdivision Agreement between Construction Sciences, Inc., West Bay, Inc., The Autumn Grove Home Owners Association, Sanitary and Improvement District (S.&I.D.) 431 of Douglas County, Nebraska and the City of Omaha. This Subdivision Agreement covers the public improvement of Autumn Grove, a subdivision located Southwest of 156th and "Q" Streets.

This Subdivision Agreement stipulates which public improvements will be built by S.&I.D. 431, those which will be paid for by special assessment and those to be paid for by General Obligation of S.&I.D. 431. The estimated total cost of improvements is \$3,919,623.00 of which \$1,591,133.00 will be paid by General Obligation. Included in the General Obligation is \$133,280.00 to purchase Lot 204, containing 4.165 acres to be used as a public park. If S.&I.D. 431 is annexed by the City, any outstanding General Obligation Debt would be assumed by the City.

The Public Works Department requests your consideration and approval of the attached Resolution and Subdivision Agreement.

Respectfully submitted,

This action has been reviewed and found to be in conformance with the Master Plan.

Don W. Elliott 7-29-98
for Don W. Elliott, P.E. Date
Director

Robert C. Peters 8-3-98
Robert C. Peters Date
Acting Planning Director

Approved as to Funding:

Referred to City Council for Consideration:

Louis A. D'Ercole 7/30/98
Louis A. D'Ercole Date
Finance Director

Bill H. L. 8/26/98
Mayor's Office/Title Date

Approved:

James P. Cleary 7/31/98
James P. Cleary, Director Date
Parks, Recreation and
Public Property Department

P:PW16308.SAP



CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr.....September...15..... 19..98...

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Construction Sciences, Inc. and West Bay, Inc. propose to build a subdivision to be known as Autumn Grove which will be located Southwest of 156th and "Q" Streets; and,

WHEREAS, Sanitary and Improvement District (S.&I.D.) 431 has been formed to build public improvements in this subdivision; and,

WHEREAS, The Subdivider and S.&I.D. 431 wish to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; and,

WHEREAS, The Subdividers have or will create the Autumn Grove Homeowners Association to own and provide ongoing maintenance for the outlots; 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 specifically benefit property in the area to be developed and to what extent the cost of the same shall be specially assessed; and,

WHEREAS, S.&I.D. 431 agrees to pay \$211,898.22 as a sewer connection fee to be used for the construction of the sewers in the South Branch Papillion Creek Watershed; and,

WHEREAS, The Subdividers agree to sell Lot 204 which contains 4.165 acres to S.&I.D. 431 for \$133,280.00 to be used as a public park; and,

WHEREAS, a Subdivision Agreement has been prepared setting forth all the provisions mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

By.....
Councilmember

Adopted.....

.....
City Clerk

Approved.....
Mayor



CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr.....September 15, 1998....

PAGE -2-

THAT, the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District 431 of Douglas County, Nebraska, Construction Sciences, Inc., West Bay, Inc. and The Autumn Grove Home Owners Association, as recommended by the Mayor, providing for the public improvements, park acquisition and sewer connection to the Omaha Sanitary Sewer System, is hereby approved.

P:PW16309A.SAP

APPROVED AS TO FORM:

[Signature] 7/29/98
ASSISTANT CITY ATTORNEY DATE

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

By *Frank Brown*
Councilmember

Betsy Brown
BY CITY CLERK

Adopted SEP 29 1998 7-2
Betsy Brown
City Clerk

IMPRINTED SEAL
REGISTER OF DEEDS

Approved *Hal Daub* 10/5/98
Mayor



2520 ✓

NO. 2677

Resolution by

Res. that the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District 431 of Douglas County, Nebraska, Construction Sciences, Inc., West Bay, Inc., and The Autumn Grove Home Owners Association, as recommended by the Mayor, providing for the public improvements, park acquisition and sewer connection to the Omaha Sanitary Sewer System, is hereby approved. The Subdivision is to be known as Autumn Grove and is located Southwest of 156th and "Q" Streets.

P-FPW16309A.SAP

19 ✓

Presented to City Council

SEP 15 1998 19

#53001015 Suits to Glassport
City Council
SEP 29 1998 #2677 Adopted, 7-0

Buster Brown

City Clerk

*Construction
Autumn Grove
Sewer
West Bay*

#97165
AUTUMN GROVE

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of Oct., 1998, by and between CONSTRUCTION SCIENCES, INC., WEST BAY, INC., (hereinafter referred to as "Subdivider"), THE AUTUMN GROVE HOME OWNERS ASSOCIATION, SANITARY AND IMPROVEMENT DISTRICT NO. 431 of DOUGLAS COUNTY, NEBRASKA, (HEREINAFTER REFERRED TO AS District"), and the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

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

WHEREAS, the Subdivider proposes that the District will build public improvements in the area to be developed; and,

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the area to be developed, to the sewer system of the City; and,

WHEREAS, the Subdivider has or will create the Autumn Grove Home Owners Association to be comprised of Lots 1 - 199, inclusive, and Outlots A, B, C, and D, of Autumn Grove.

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:

- A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' 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 of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.
- B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites. Outlots A, B, C, & D are not building sites.
- C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawing (Exhibit "B").
- D. "General obligation" shall mean unassessable capital costs.
- E. "Park Property" shall mean Lot 204 of Autumn Grove per the plat (Exhibit "A"), acquired as public property for public recreational purposes, and as such is not a building site.



SECTION 1

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City 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. That the District shall also provide and deliver to the City written confirmation of 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. Concrete paving of all streets dedicated, per the plat (Exhibit "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 the Public Works Department), as shown on paving plan prepared by E & A Consulting Group, a copy of which is attached hereto as Exhibit "B".
- B. All 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, open channel improvements and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plan prepared by E & A Consulting Group, a copy of which is attached hereto as Exhibit "B".
- 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. (Contract with MUD will be provided as soon as available, but in no event longer than four months from the 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. (Contract with OPPD will be provided as soon as available, but in no event longer than four months from the date of execution of this agreement).
- F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available, but in no event longer than four months from the date of execution of this agreement).
- 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 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 along "Q" Street and 156th Street shall be constructed after substantial completion of the "Q" Street and 156th Street improvement projects, as a General Obligation of the District, except as provided in Section II, letter L. below which provides for some special assessments..



(4) In any event, all sidewalks shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat.

H. Park Acquisition and Improvement. Lot 204 of Autumn Grove shall be acquired by the District to be used as a public park. The subdivider agrees to sell Lot 204 containing 4.165 acres to the District for \$32,000 per acre or a total cost of \$133,280.00. The District may expend up to an additional 20% soft costs to complete the purchase to include the associated legal, fiscal and interest fees. Subdivider shall contemporaneously with the filing of the final plat, transfer title of Lot 204 to the District. Improvements as proposed for the park shall not exceed \$140,000 including associated engineering, legal, fiscal, and interest fees. The park construction agreements shall be approved by the Parks and Recreation Department of the City of Omaha prior to bidding and/or acceptance by the District.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section 1 herein shall be defrayed as follows:

- A. 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 and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B". Grading or paving of major streets may be a general obligation.
- B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes 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 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".
- C. The cost of storm sewers and appurtenances may be a general obligation of the District.
- D. The cost of permanent detention basins, if required, including the cost of land acquisition by the District, may be a general obligation of the District.
- E. One hundred percent (100%) of the entire cost of 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.
- F. 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.



- G. 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 so developed. The refunded charge from the Omaha Public Power District 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.
- H. 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.
- I. Payments for interceptor sewer connection charges to the City of Omaha may, as provided in Section IX herein, be a general obligation of the District.
- J. One hundred percent (100%) of the entire cost of park improvements or contributions to the City of Omaha Parks, Recreation, and Public Property Department for regional park construction may be a general obligation of the District.
- K. No funds of the District are to be used for the installation or maintenance of telephone equipment.
- L. One hundred percent (100%) of the entire cost of concrete sidewalks along major streets may be a general obligation of the District except that portion adjacent to non-single-family residential lots which shall be specially assessed or paid for privately.
- M. Street identification signs may be a general obligation. All street signage must be approved by the City Traffic Engineer prior to installation.
- N. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately. Removal of sediment from erosion control basins and other related maintenance of erosion control facilities will be paid from the District's general fund. The costs of removal of the entire sedimentation basin at the appropriate time may be a general obligation.

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 be issued therefor without the prior written approval of the City Engineer. The District shall not acquire any interest in real property without the prior approval of the City of Omaha.

SECTION IV

- A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with this Agreement.
- B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.
- C. The District shall not sue nor fund any lawsuit to prevent any annexation of property within



the District by the City except in the event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.

SECTION V

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

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.
- B. Except as may otherwise be agreed to by City, 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.
- C. The District shall provide the following information to the City 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 and 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 warrant fees and bond fees.
 - (c) A special itemization of all costs of the District not itemized in (a) and (b) above.
- D. 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.

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 City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

SECTION VI

- A. The District agrees to annually levy a minimum ad valorem property tax rate of 88 cents per \$100 of taxable valuation for the tax collection years through the year that all district warrants can be paid on a cash basis and/or converted to bonded debt.



- B. On or about June 1 of each year following the issuance of district bonds, the District's fiscal agent will deliver to the City Finance Director for review and approval, a cash flow projection by year for a fifteen (15) year period. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of the District.
- C. The District's Board of Trustees agrees to adopt tax rate levies sufficient to fund the succeeding years general and bond fund projected obligation as required in the cash flow projections.

SECTION VII

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 VIII

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed ten (10) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any sanitary outfall sewer, if any, built by the District, the City shall be granted and they shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.
- C. Without prior written approval by the City, the District shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect connection charges for such connections.
- D. At all times, all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.



- G. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.
- H. Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City of Omaha.
- I. The District expressly agrees that it is and shall be:
 - (1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of Omaha applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of Omaha; and,
 - (2) Bound by any terms and provisions which by ordinance, resolution or rule of the City of Omaha shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City of Omaha.
- J. The District agrees to collect an "equivalent front footage charge" in conformance with the following:

Where the property with which sewer connection is sought to be made is not within the bounds of a regular sanitary sewer district or private sewer district or where such property has not been assessed or has not paid for the construction of the sewer to which connection is sought to be made, then in such case the Chief Plumbing Inspector of the Permits and Inspections Division shall not issue a permit for such sewer connection until the property owner shall have paid to the improvement district an equivalent front footage charge for the number of front feet of the entire property with which such connection is sought to be made. The equivalent front footage charge shall be the current charge in conformance with the requirements of the Omaha Municipal Code. The front footage charge collected shall be used to defray the general obligation of the sanitary and improvement district.

SECTION IX

A. Payment for Construction of Interceptor Sewers.

The District shall make payment to the City of Omaha for the fee in the amount of \$211,898.22 for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

| | | |
|-------------------------------|--|---------------|
| Lots 200 & 201 | | |
| 10.561 ac. Church @ \$2938.00 | | = \$31,028.22 |



| | |
|---|----------------|
| Lot 202, R6 Multifamily 264 Units @ \$270.00 per Units | = \$71,280.00 |
| Lot 203, R6 Multifamily 30 Units @ \$270.00 | = \$8,100.00 |
| Lots 1 - 199, R4 Single Family 199 Lots @ \$510.00 | = \$101,490.00 |
| TOTAL: | \$211,898.22 |

The park lot, Lot 204 & Outlots A, B, C, & D are non buildable lots and therefore not subject to interceptor fees.

B. Additional Plats.

In the event the Subdivider shall plat additional lots which will be in the District which he wishes to connect to the Omaha sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City of Omaha.

C. Special Sewer Connection Fee.

The District and the City agree that payment made under Section IX-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section IX-A and shall be collected by the District as a Special Sewer Connection Fee or shall be levied as a Special Assessment against the real estate described in Section IX-A as follows:

(1) Amount of Special Sewer Connection Fee.

The real estate shall be charged the special sewer fee amount as set forth in Section IX-A for each lot or parcel.

(2) Time of Collection.

The Special Sewer Connection fee shall be collected by the District from the owner of each lot or parcel of real estate or levied as a Special Assessment in the amount as shown in Section IX-A prior to the time any such lot or parcel is built upon and before the building sewer is connected to the sanitary system of the District.

(3) Extent of Collection.

The Special Sewer Connection fee will be collected by the District on each lot from the date of this Agreement until the District has collected by such payment or through Special Assessment the entire amount paid by the District to the City, as described in Section IX-A. The entire proceeds collected by the District will be used by the District to pay off the warrants or other debts incurred by the District in obtaining the funds paid to the City as required in Section IX-A.

D. City Sewer Connection and Sewer Use Fees to be Paid.

The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances, and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section IX-A herein, however, the City shall reduce its "Special Connection Fee--Papillion Creek Watershed" for any lot listed in Section IX-A herein, by the amount paid by the District



for that lot pursuant to that section and collected by the District from the party for whom the connection is made.

E. Issue of Sewer Permit.

No sewer permit will be issued by the City for any construction on any lot in the area described in Section IX-A until proof is furnished to the City of payment to the District of the Special Sewer Connection Fee of levy of the Special Assessment for that particular lot as called for in Section IX-A.

F. Audit of District's Records.

The City shall have access at all times to the District records for the purpose of auditing the accounts pertaining to collection of the Special Sewer Connection Fee.

G. Upon execution of this Agreement, the District shall make payment to the city in cash or warrants immediately convertible into cash in the amount as stated in Section IX-A of this Agreement. The City shall accept and retain such moneys to make progress payments for the design, construction and construction supervision for building interceptor sewers.

SECTION X

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

D. The Erosion Control Plan between the Subdivider and the Papio-Missouri River Natural Resources District is attached hereto and incorporated herein as Exhibit "D". Costs for erosion control shall be paid by Subdivider. Papio-Missouri River Natural Resources District must approve said plan prior to City Engineer's second signature. All sediment basins are to remain in place until 75% of the Lots are fully developed or until a substitute permanent sediment basin is operable and written permission is received from the Public Works Department to remove the basins.

E. Prior to any construction in the wetlands for either the streets' crossing and or any public storm sewer system thereon, the subdivider shall have obtained a 404 Permit from the Corps of Engineers and be approved by the City.

F. The Subdivider will be limited to occupancy of 200 single family units and 144 apartment units as shown on Exhibit "E" until substantial completion of the Q Street Improvement project without submitting another acceptable traffic study.

G. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns, and runs with the land as shown on Exhibit "A".

H. Outlots A, B, C, & D are green space/ landscape areas and will initially be owned and maintained by the Subdivider. Ownership of said Outlots will be contemporaneously transferred to the Autumn Grove Home Owners Association with the filing of the plat. From the date of transfer of ownership, the Outlots will be maintain by the Autumn Grove Home Owners Association.



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.

ATTEST:

[Signature]
CITY CLERK

CITY OF OMAHA

[Signature] 10/3/98
MAYOR Date

ATTEST:

IMPRINTED SEAL
REGISTER OF DEEDS
[Signature]
Clerk

SANITARY AND IMPROVEMENT
DISTRICT NO. 431 OF DOUGLAS
COUNTY, NEBRASKA

[Signature] 7/29/98
Chairman Date

WEST BAY, INC.

[Signature] 7/22/98
Thomas E. Smith, President Date

CONSTRUCTION SCIENCES, INC.

[Signature] 7/22/98
John J. Smith, President Date

AUTUMN GROVE HOME OWNERS ASSOCIATION

[Signature] 7/20/98
John J. Smith, President Date

APPROVED AS TO FORM

[Signature] 7/29/98
ASSISTANT CITY ATTORNEY Date



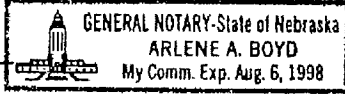
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 22nd day of July, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas E. Smith, President, WEST BAY, Inc. who is personally known by me to be the identical person whose name is affixed to this Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said Corporation.

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

Arlene A. Boyd
Notary Public



Seal

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 23rd day of July, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John J. Smith, President, CONSTRUCTION SCIENCES, INC. who is personally known by me to be the identical person whose name is affixed to this Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said Corporation.

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

Sharon Rohde
Notary Public

Seal

ACKNOWLEDGEMENT OF NOTARY

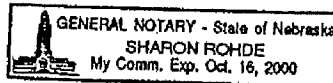
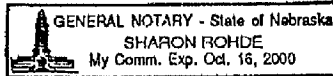
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 22nd day of July, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John J. Smith, President, AUTUMN GROVE HOME OWNERS ASSOCIATION who is personally known by me to be the identical person whose name is affixed to this Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said Corporation.

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

Sharon Rohde
Notary Public

Seal



ACKNOWLEDGEMENT OF NOTARY

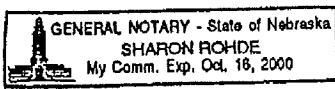
STATE OF NEBRASKA)
COUNTY OF DOUGLAS }

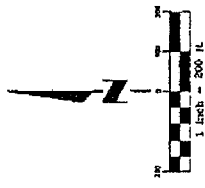
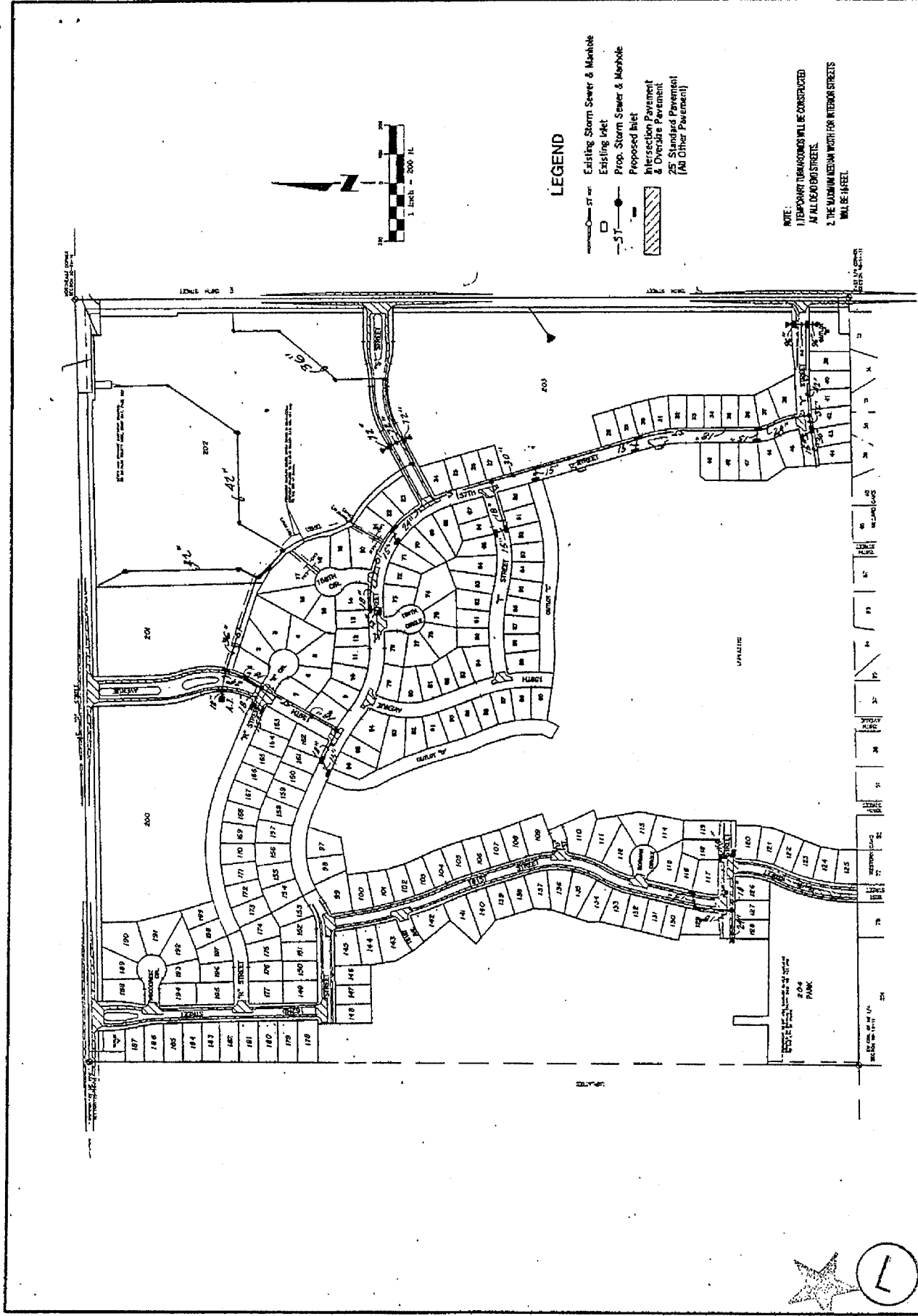
On this 22nd day of July, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared BRUCE BANE, Chairman of Sanitary and Improvement District 431, who is personally known by me to be the identical person whose name is affixed to this Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as Chairman of said Sanitary and Improvement District.

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

Sharon Rohde
Notary Public

Seal





LEGEND

- Existing Storm Sewer & Manhole
- Existing Inlet
- Prop. Storm Sewer & Manhole
- Proposed Inlet
- Intersection Pavement & Overlaze Pavement
- 25' Standard Pavement (All Other Pavement)

NOTE:
 1. TEMPORARY TRAMPOLINES WILL BE CONSTRUCTED AT ALL DEAD END STREETS.
 2. THE MAXIMUM WIDTH FOR INTERIOR STREETS WILL BE 14 FEET.



E&A CONSULTING GROUP
 12001 "O" STREET - OMAHA, NE 68137 • (402) 895-1700 • FAX (402) 895-3599

AUTUMN GROVE
 OMAHA, NEBRASKA

EXHIBIT "B"
 PAVING & STORM SEWER

| | |
|-------------|-----------|
| DATE | 5-11-98 |
| PROJECT NO. | 97181 |
| DESIGNED BY | R.L.S. |
| CHECKED BY | T.R.H. |
| SCALE | 1" = 200' |
| SHEET NO. | 1 / 1 |
| DRAWN BY | J.D.E. |



1: Work Center 97181 Autumn Grove, PAVING & STORM SEWER, SHEET NO. 23 OF 23



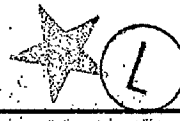
E&A CONSULTING GROUP
12001 "C" STREET • OMAHA, NE 68137 • (402) 885-7000 • FAX (402) 885-5869

AUTUMN GROVE
OMAHA, NEBRASKA

EXHIBIT "C"
SANITARY SEWER

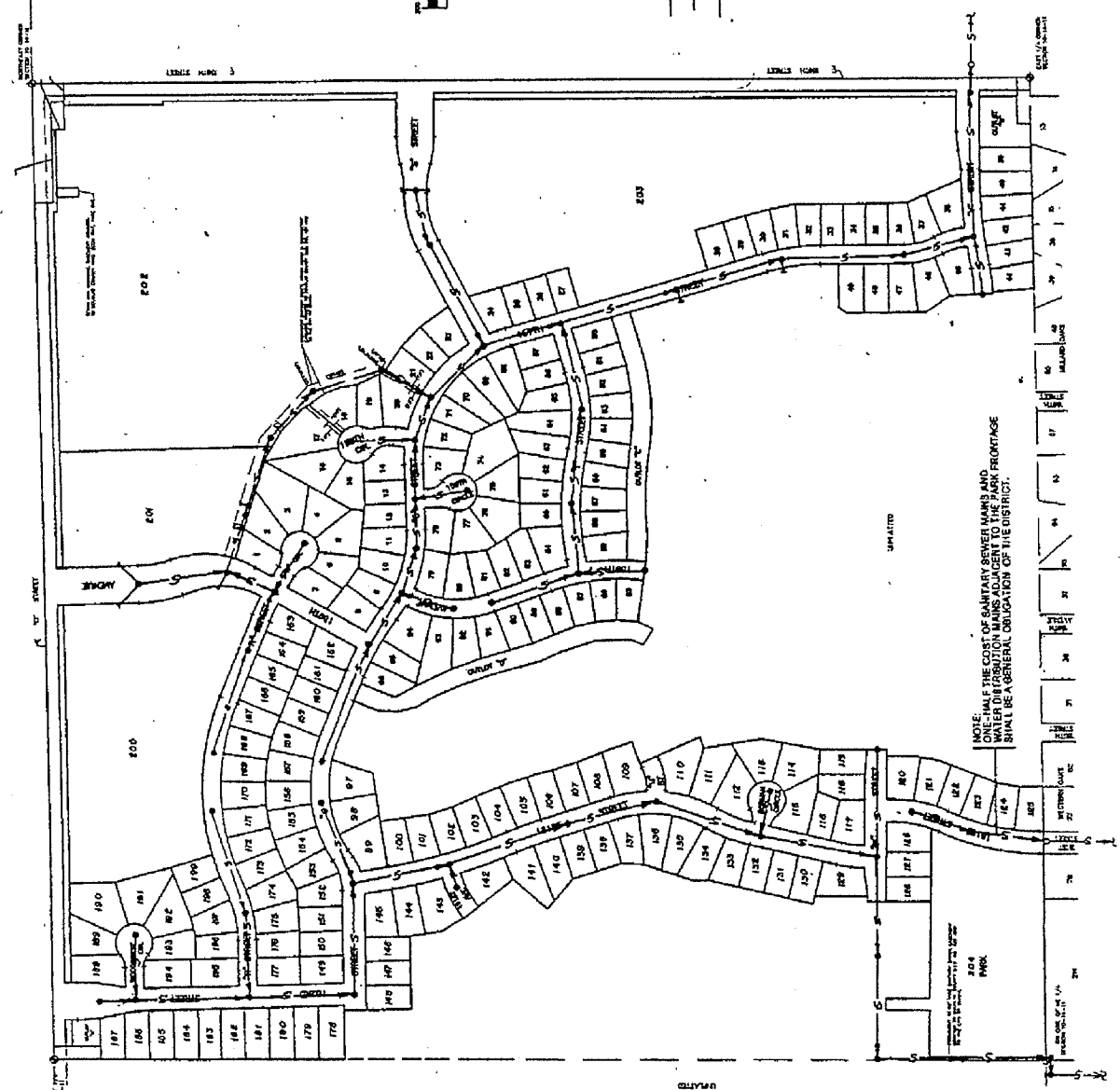
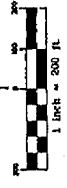
| | |
|-------------|-----------|
| DATE | 5-11-08 |
| PROJECT NO. | 97181 |
| DESIGNED BY | R.L.S. |
| SCALE | 1" = 200' |
| CHECKED BY | T.R.M. |
| DATE | 1/1 |
| DESIGNED BY | J.D.E. |

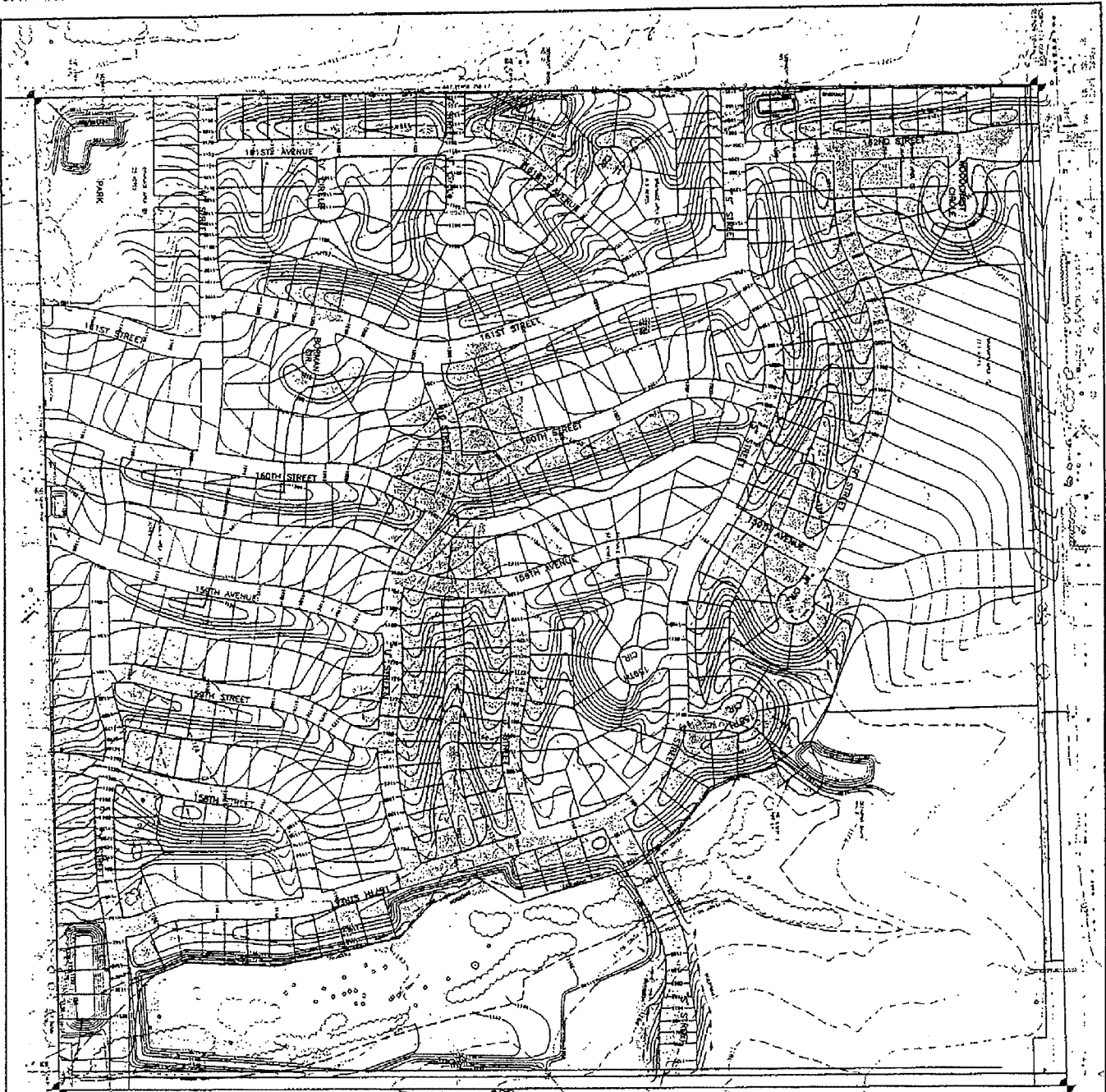
REVISED: 7-22-08



NOTE: THE DISTRICT OF SANITARY SEWER MAINS AND
ON-LOTS SANITARY MAINS ADJACENT TO THE PARK FRONTAGE
SHALL BE A GENERAL OBLIGATION OF THE DISTRICT.

LEGEND
— Existing Sanitary Sewer
— Existing Manhole
— Proposed Sanitary Sewer
— Proposed Manhole





1. This plan was prepared by the undersigned on the basis of field notes, aerial photographs, and other data furnished by the client. It is intended to show the location of the proposed project and the proposed erosion control measures. It is not intended to show the exact location of the project or the exact location of the erosion control measures.

2. The proposed project is subject to the approval of the local, state, and federal agencies having jurisdiction over the project. The proposed erosion control measures are subject to the approval of the local, state, and federal agencies having jurisdiction over the project.

3. The proposed project is subject to the approval of the local, state, and federal agencies having jurisdiction over the project. The proposed erosion control measures are subject to the approval of the local, state, and federal agencies having jurisdiction over the project.

PROPOSED PROJECT

PROPOSED EROSION CONTROL MEASURES

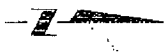
PROPOSED GRADING

NOTES

1. The proposed project is subject to the approval of the local, state, and federal agencies having jurisdiction over the project. The proposed erosion control measures are subject to the approval of the local, state, and federal agencies having jurisdiction over the project.

2. The proposed project is subject to the approval of the local, state, and federal agencies having jurisdiction over the project. The proposed erosion control measures are subject to the approval of the local, state, and federal agencies having jurisdiction over the project.

3. The proposed project is subject to the approval of the local, state, and federal agencies having jurisdiction over the project. The proposed erosion control measures are subject to the approval of the local, state, and federal agencies having jurisdiction over the project.



| | |
|----------|-------------|
| DATE | DESCRIPTION |
| 12/11/11 | PRELIMINARY |
| 12/12/11 | REVISED |
| 12/13/11 | REVISED |
| 12/14/11 | REVISED |
| 12/15/11 | REVISED |

GRADING & SEDIMENT & EROSION CONTROL PLAN

EXHIBIT "D"
SHEET 1 OF 2

AUTUMN GROVE
OMAHA, NEBRASKA

E&A CONSULTING GROUP

TABLE 1
TRIP GENERATION

| NORTHEAST QUADRANT | | | DAILY | | RATE | AM PEAK HOUR | | TOTAL | RATE | PM PEAK HOUR | | TOTAL |
|---------------------------|-----------|------|-----------|-------|------|--------------|------|-------|-------|--------------|------|-------|
| LAND USE | INTENSITY | UNIT | TRIP RATE | ADT | | IN | OUT | | | IN | OUT | |
| APARTMENTS | 96 | UNIT | 6.3 | 605 | 0.5 | 8 | 40 | 48 | 0.6 | 39 | 18 | 58 |
| TOWNHOME | 0 | UNIT | 6.6 | 0 | 0.52 | 0 | 0 | 0 | 0.64 | 0 | 0 | 0 |
| SPECIALTY RETAIL | 90,000 | S.F. | 40 | 3600 | 5.9 | 255 | 276 | 531 | 4.64 | 238 | 180 | 418 |
| DRIVE-IN BANK | 0 | S.F. | 263.4 | 0 | 9.2 | 0 | 0 | 0 | 42.5 | 0 | 0 | 0 |
| DRIVE-IN BANK | 0 | S.F. | 263.4 | 0 | 9.2 | 0 | 0 | 0 | 42.5 | 0 | 0 | 0 |
| FAST FOOD W/ DRIVE THRU | 0 | S.F. | 632.1 | 0 | 55.6 | 0 | 0 | 0 | 36.5 | 0 | 0 | 0 |
| FAST FOOD W/ DRIVE THRU | 0 | S.F. | 632.1 | 0 | 55.6 | 0 | 0 | 0 | 36.5 | 0 | 0 | 0 |
| FAST FOOD W/ DRIVE THRU | 0 | S.F. | 632.1 | 0 | 55.6 | 0 | 0 | 0 | 36.5 | 0 | 0 | 0 |
| QUALITY RESTAURANT | 0 | S.F. | 100.9 | 0 | 0.9 | 0 | 0 | 0 | 7.7 | 0 | 0 | 0 |
| QUALITY RESTAURANT | 0 | S.F. | 100.9 | 0 | 0.9 | 0 | 0 | 0 | 7.7 | 0 | 0 | 0 |
| SUPERMARKET | 90,000 | S.F. | 87.32 | 7904 | 2.01 | 127 | 54 | 181 | 10.34 | 475 | 456 | 931 |
| DISCOUNT STORE | 0 | S.F. | 70.13 | 0 | 0.51 | 0 | 0 | 0 | 3.43 | 0 | 0 | 0 |
| GAS/CONVENIENCE | 0 | PUMP | 170 | 0 | 14.2 | 0 | 0 | 0 | 25 | 0 | 0 | 0 |
| TOTALS | | | | 12109 | | 390 | 370 | 760 | | 752 | 654 | 1406 |
| INTERNAL TRIP REDUC., 20% | | | | -2422 | | -78 | -74 | -152 | | -150 | -131 | -281 |
| PASS-BY TRIP REDUC., 35% | | | | -4238 | | -136 | -120 | -256 | | -263 | -229 | -492 |
| DRIVEWAY VOLUME | | | | 5449 | | 175 | 167 | 342 | | 338 | 294 | 633 |

| SOUTH-WEST QUADRANT | | | DAILY | | RATE | AM PEAK HOUR | | TOTAL | RATE | PM PEAK HOUR | | TOTAL |
|-------------------------|-----------|------|-----------|------|------|--------------|-----|-------|------|--------------|-----|-------|
| LAND USE | INTENSITY | UNIT | TRIP RATE | ADT | | IN | OUT | | | IN | OUT | |
| SINGLE FAMILY | 200 | UNIT | 9.21 | 1842 | 0.67 | 35 | 99 | 134 | 0.94 | 122 | 66 | 188 |
| APARTMENTS | 144 | UNIT | 6.33 | 912 | 0.5 | 12 | 60 | 72 | 0.59 | 58 | 27 | 85 |
| TOWNHOMES | 0 | UNIT | 8.3 | 0 | 0.72 | 0 | 0 | 0 | 0.84 | 0 | 0 | 0 |
| CHURCH/COMMUNITY CENTER | 0 | S.F. | 9.3 | 0 | 0.74 | 0 | 0 | 0 | 0.72 | 0 | 0 | 0 |
| TOTALS | | | | 2754 | | 47 | 159 | 206 | | 180 | 93 | 273 |

- 1. Pass-by trips = 35%
- 2. Peak hour directional splits from "Trip Generation"

| LAND USE | LAND USE CODE | A.M. PEAK HOUR | | P.M. PEAK HOUR | |
|----------------------------|---------------|----------------|-----|----------------|-----|
| | | IN | OUT | IN | OUT |
| SINGLE FAMILY | 210 | 26% | 74% | 65% | 35% |
| MULT-FAMILY APT. | 220 | 17% | 83% | 68% | 32% |
| TOWNHOME | 220 | 17% | 83% | 66% | 34% |
| CHURCH | 580 | 64% | 36% | 54% | 46% |
| DAY CARE FACILITY | 565 | 54% | 46% | 46% | 54% |
| RETAIL GENERAL MERCHANDISE | 810 | 83% | 17% | 52% | 48% |
| SPECIALTY RETAIL | 814 | 48% | 52% | 57% | 43% |
| DISCOUNT STORE | 815 | 50% | 50% | 52% | 48% |
| QUALITY RESTAURANT | 831 | 94% | 6% | 70% | 30% |
| FAST FOOD W/ DRIVE THRU | 834 | 51% | 49% | 52% | 48% |
| SUPERMARKET | 850 | 70% | 30% | 51% | 49% |
| GAS/CONVENIENCE | 853 | 48% | 52% | 50% | 50% |
| DRIVE-IN BANK | 912 | 56% | 44% | 48% | 52% |

