

CITY OF OMAHA

COUNCIL CHAMBER

BOOK

651

PAGE

41

Omaha, Nebr. April 28, 1981

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Turtle Creek Joint Venture, to be known as Turtle Creek (Lots 234 through 359), proposes to build a subdivision which will be located in an area between 92nd Street and 96th Street from Harrison Street to Jefferson Street; and,

WHEREAS, Sanitary and Improvement District (S. & I.D.) 295 has been formed to build public improvements in this subdivision; and,

WHEREAS, Turtle Creek Joint Venture and S. & I.D. 295 wish to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; 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 the same shall be specially assessed; and,

WHEREAS, an 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:

THAT, the Mayor is authorized to sign and the City Clerk is authorized to attest the Agreement between the City of Omaha, Sanitary and Improvement District 295 of Douglas County, Nebraska and Turtle Creek Joint Venture, providing for the public improvements and sewer connection to the City of Omaha Sanitary Sewer System.

APPROVED AS TO FORM:

Michael A. Hall
CITY ATTORNEY

N/19:6C9:17

Warren R. Swigart
Councilman

APR 28 1981
Adopted

Mary Gulligan Brown
City Clerk

Approved
Mayor
4/30/81

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.

Mary Gulligan Brown
CITY CLERK

SUBDIVISION AGREEMENT

THIS AGREEMENT, made this 28 day of April, 1981, by and between TURTLE CREEK JOINT VENTURE (hereinafter referred to as SUBDIVIDER), SANITARY AND IMPROVEMENT DISTRICT NO. 295 OF DOUGLAS COUNTY, NEBRASKA, TURTLE CREEK, Lots 234 through 359 (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, the SUBDIVIDER is the owner of Turtle Creek, Lots 234 through 359, 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 has requested the CITY to approve a plat and zoning of the area to be developed, as more fully shown on Exhibit "A" hereto; 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 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 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 the 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, 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 SUBDIVIDER'S subdivision (Exhibit "A") which constitutes building sites.
- C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawing.
- D. "General obligation" shall mean unassessable capital costs.

SECTION I

SUBDIVIDER and DISTRICT covenant that the District will contemporaneously with the filing of the final plat present to the City Clerk for the benefit of 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. 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 said paving to be 25 feet in width, except Adams Street from 96th Street to a point 235 feet east of the center line of 96th Street as shown on paving plan in the area marked Final Plat No. 1 prepared by The Schemmer Associates, Inc., a copy of which is attached hereto as Exhibit "B".
- B. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street right-of-way and easements per plat (Exhibit "A"), same to be located as shown on sanitary sewer layout prepared by The Schemmer Associates, Inc., 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 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 The Schemmer Associates, Inc., a copy of which is attached hereto as Exhibit "D".
- D. Water and gas distribution mains located within dedicated street right-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 (4) 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 (4) 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 (4) 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 DISTRICT according to the following schedule:
 - (1) Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65 percent of the abutting footage on such side have been developed. A lot shall be developed for purposes of Section 1. G. when a dwelling has been constructed on the lot.

- (2) sidewalks shall be constructed immediately abutting developed lots as soon after development as weather permits.
- (3) in any event, all sidewalks shall be constructed upon both sides of all public streets within three years of the recording of the subdivision plat.

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:

- A. One hundred percent 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 all concrete paving in excess of 25 feet in width on Adams Street from 96th Street to a point 235 feet east of the center line of 96th Street, and except for street intersections, and except for sidewalk construction along 96th Street between Berry Street and Harrison Street and along 90th Street between Berry to approximately Adams Street, which may be a general obligation of the DISTRICT.
- B. One hundred percent 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, except payment of connection charges shall be as provided herein.
- C. The entire cost of storm sewers and appurtenances shall be a general obligation of the DISTRICT.
- D. One hundred percent of the entire cost of water and gas distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be developed.
- E. One hundred percent of the entire cost of monthly contract charges paid to Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the DISTRICT.
- F. The entire cost of all contract charges paid by the DISTRICT to the Omaha Public Power District for the installation of all underground wiring, except the entire cost of the refundable charge, shall be specially assessed against the property within the area to be developed. The entire cost of the refundable charge may be a general obligation of the DISTRICT provided that money refunded to the DISTRICT by the Omaha Public Power District is credited to the Bond Construction Account.

SECTION III

The parties agree that the DISTRICT may make certain payments in connection with the extensions of utilities to the DISTRICT with the costs to be defrayed as follows:

- A. The entire cost for the extension of water and gas lines to the DISTRICT together with the interest, therein, shall be specially assessed against the DISTRICT.
- B. The entire cost of any payments to other sanitary and improvement districts, sanitary districts or municipalities for sewer connection charges may be the general obligation of the DISTRICT.
- C. The entire cost of payments for sewer connection charges to the City of Omaha may, as provided in Section X herein, may be the general obligation of the DISTRICT.

SECTION IV

Credit or funds of the DISTRICT may be used to pay for any 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 mill 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 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 V

- A. CITY covenants and agrees:
 - 1. That should 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.

SECTION VI

The SUBDIVIDER and the DISTRICT covenant and agree that the DISTRICT 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 therefore.
- B. Except as may otherwise be agreed to by CITY, all 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 to the City Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District to propose the levy of special assessments the following information:
- (1) A detailed schedule of the proposed special assessments 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 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.
- 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 VII

It is further agreed that the DISTRICT shall levy an annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall, for a period of ten consecutive years after the creation of the DISTRICT, or until the debt is paid in full, whichever is the shorter period, not be less than the CITY'S immediately prior levy.

SECTION VIII

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 IX

- 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 years, in such manner and at such place or places designated on plans submitted by the DISTRICT and approved by the CITY.

- B. Without prior written approval by the CITY, the DISTRICT shall not permit any sewer lines or sewers 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 of the DISTRICT, or any sewage treatment plant of the CITY. In the event the CITY, another sanitary and improvement district or any sewer district or anyone else requests permission to connect to the sewer system of the DISTRICT and such connection is economically feasible, in the best interests of the CITY and the DISTRICT, in accordance with good engineering practices, and in accordance with law, the DISTRICT, upon request of the CITY or upon joint request of the CITY and such other sanitary and improvement district or sewer district or anyone else, shall allow such connection upon such terms and conditions as may be mutually satisfactory to all concerned, giving due consideration to the benefits obtained by the DISTRICT in use of the CITY'S sewer system, the investment of the DISTRICT in its sewer system and probable increased maintenance costs caused by such connection; provided, however, that such connection fee shall not exceed \$200.00 for each individual service connection, provided that no such fee shall be levied until reviewed and approved by the CITY. All such fees shall be based upon the connecting party's proportionate share of the total costs of the facility to which connection is made plus accrued interest. An individual service connection shall be considered to be a connection serving a one-family dwelling or its equivalent in quantity of expected sewage flow; provided, however, the DISTRICT shall not charge the City of Omaha for any connections or extension made by or in behalf of the CITY to the DISTRICT'S sewer system or outfall sewer in order to serve areas within the limits of the CITY; the CITY shall have the right to collect its applicable fees and charges for any connections to the CITY'S system, and the DISTRICT shall not charge any property within the CITY or owner of such property which is within the CITY for any connection approved by the CITY.
- C. 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 amended.
- D. 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 for 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.

- E. Notwithstanding any other provision 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, statutes, rule or regulation.
- F. 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 contract, 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 sewerage 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.
- G. 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.
- H. The DISTRICT expressly agrees that it is and shall be: (i) bound by and to any provisions of any ordinance, 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 sewerage systems of the CITY of Omaha, (ii) 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 sewerage system of the CITY of Omaha.
- I. 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, 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 sanitary and 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 last paragraph contained in Section 47.58.100

of the Omaha Municipal Code. The front foot-
age charge collected shall be used to defray
the general obligation of the sanitary and
improvement district.

SECTION X

A. Payment for Construction of Interceptor Sewers

Because the DISTRICT is located within Zone "C" of
the CITY'S Urban Development Policy, the DISTRICT
will not be required to make payment to the CITY
for construction of interceptor sewers.

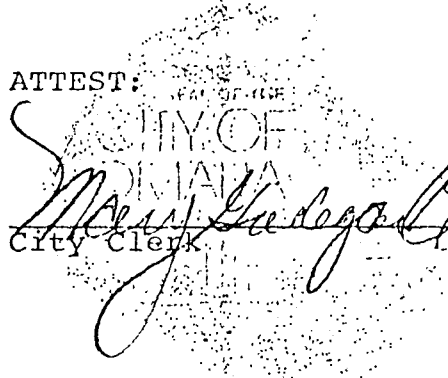
SECTION XI

A. Any provisions in this Subdivision Agreement which
violates Nebraska law, or which would cause the
Board of Trustees of the DISTRICT to violate Nebraska
law, shall be null and void.

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

ATTEST:

CITY OF OMAHA


Mary G. Grogan
City Clerk

[Signature] 4/20/81
Mayor Date

SANITARY AND IMPROVEMENT DISTRICT
NO. 295 OF DOUGLAS COUNTY, NEBRASKA

[Signature]
Faymore Betzer, Chairman Date

APPROVED AS TO FORM:

TURTLE CREEK JOINT VENTURE, a
Nebraska joint venture, the
SUBDIVIDER

[Signature]
Assistant City Attorney

By Turtle Creek, Inc.,
a Nebraska corporation

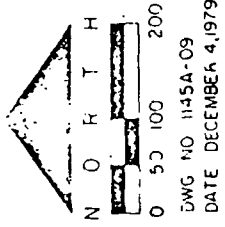
By [Signature]
Gene D. Svensen, President

SUBJECT: CERTIFICATE OF CORRECTION TO THE BEING FILED TO THE COUNTY OF WISCONSIN IN THE OFFICE OF THE CLERK OF COURTS AT MILWAUKEE, WISCONSIN, IN THE MATTER OF THE ESTATE OF THE SOUTHERN RAILROAD COMPANY, DECEASED, BY WILLIAM H. HARRIS, ADMINISTRATOR, PETITIONER.

DATE 05-6, 1979

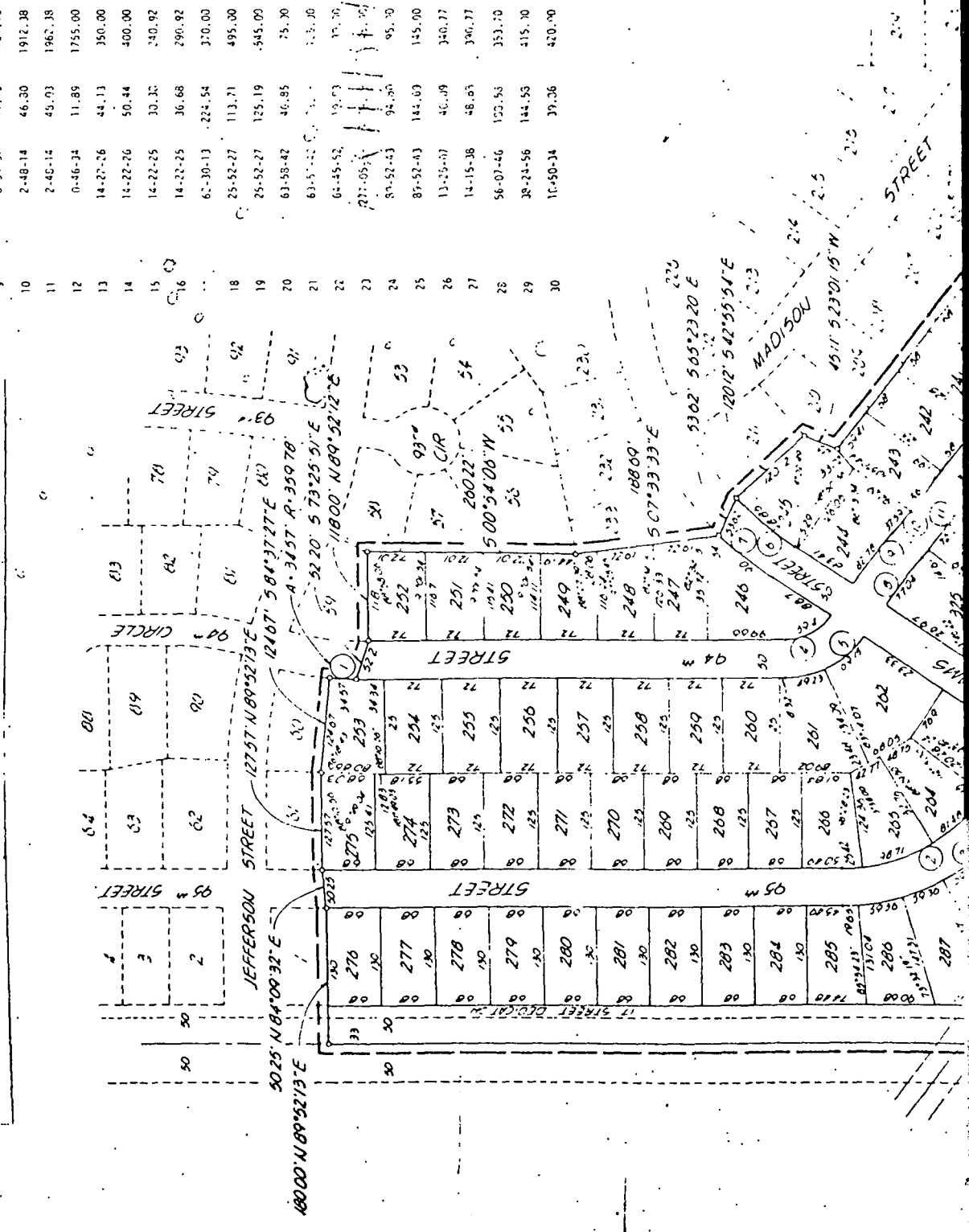
CURVE DATA

| CURVE | DELTA | T | P | C | L |
|-------|----------|--------|---------|------------|--------|
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| 2 | 52-21-23 | 119.61 | 225.70 | 25,464.72 | 205.61 |
| 3 | 52-21-23 | 135.19 | 275.20 | 20,334.78 | 251.30 |
| 4 | 56-07-45 | 37.77 | 70.34 | 60,881.46 | 69.40 |
| 5 | 56-07-45 | 61.43 | 120.94 | 47,411.17 | 114.35 |
| 6 | 13-19-40 | 49.65 | 425.00 | 13,481.37 | 96.06 |
| 7 | 10-51-22 | 45.13 | 475.00 | 12,662.28 | 90.02 |
| 8 | 6-34-37 | 33.56 | 671.13 | 8,537.16 | 77.04 |
| 9 | 6-34-37 | 41.43 | 721.13 | 7,245.23 | 62.76 |
| 10 | 2-48-14 | 46.30 | 1912.38 | 2,996.04 | 91.59 |
| 11 | 2-48-14 | 45.03 | 1962.38 | 2,919.70 | 96.04 |
| 12 | 0-46-34 | 11.89 | 1755.00 | 3,264.71 | 23.78 |
| 13 | 14-22-26 | 44.13 | 350.00 | 16,370.23 | 37.01 |
| 14 | 14-22-26 | 50.44 | 400.00 | 14,323.95 | 100.35 |
| 15 | 14-22-25 | 30.30 | 240.92 | 21,781.65 | 60.44 |
| 16 | 14-22-25 | 36.68 | 290.92 | 19,634.30 | 74.99 |
| 17 | 62-30-13 | 224.54 | 370.00 | 15,465.11 | 403.63 |
| 18 | 25-52-27 | 113.71 | 495.00 | 11,574.72 | 223.54 |
| 19 | 25-52-27 | 125.19 | 545.00 | 10,513.99 | 246.12 |
| 20 | 63-58-42 | 46.85 | 75.20 | 76,394.13 | 53.75 |
| 21 | 63-58-42 | 46.85 | 75.20 | 45,836.72 | 114.50 |
| 22 | 64-45-52 | 15.03 | 15.20 | 120,793.57 | 33.91 |
| 23 | 27-09-51 | 94.00 | 95.20 | 127,323.57 | 217.63 |
| 24 | 87-52-43 | 144.63 | 145.00 | 64,311.35 | 149.02 |
| 25 | 87-52-43 | 144.63 | 145.00 | 39,514.24 | 227.46 |
| 26 | 13-25-07 | 46.09 | 346.77 | 16,013.45 | 79.21 |
| 27 | 14-15-38 | 48.03 | 396.77 | 14,862.45 | 97.26 |
| 28 | 56-07-46 | 103.53 | 353.70 | 16,192.75 | 346.50 |
| 29 | 38-24-56 | 144.55 | 415.20 | 13,006.22 | 274.25 |
| 30 | 10-50-34 | 39.06 | 420.00 | 13,641.04 | 79.48 |



DWG NO. 1145A-09
DATE DECEMBER 4, 1979

TURTLE CREEK



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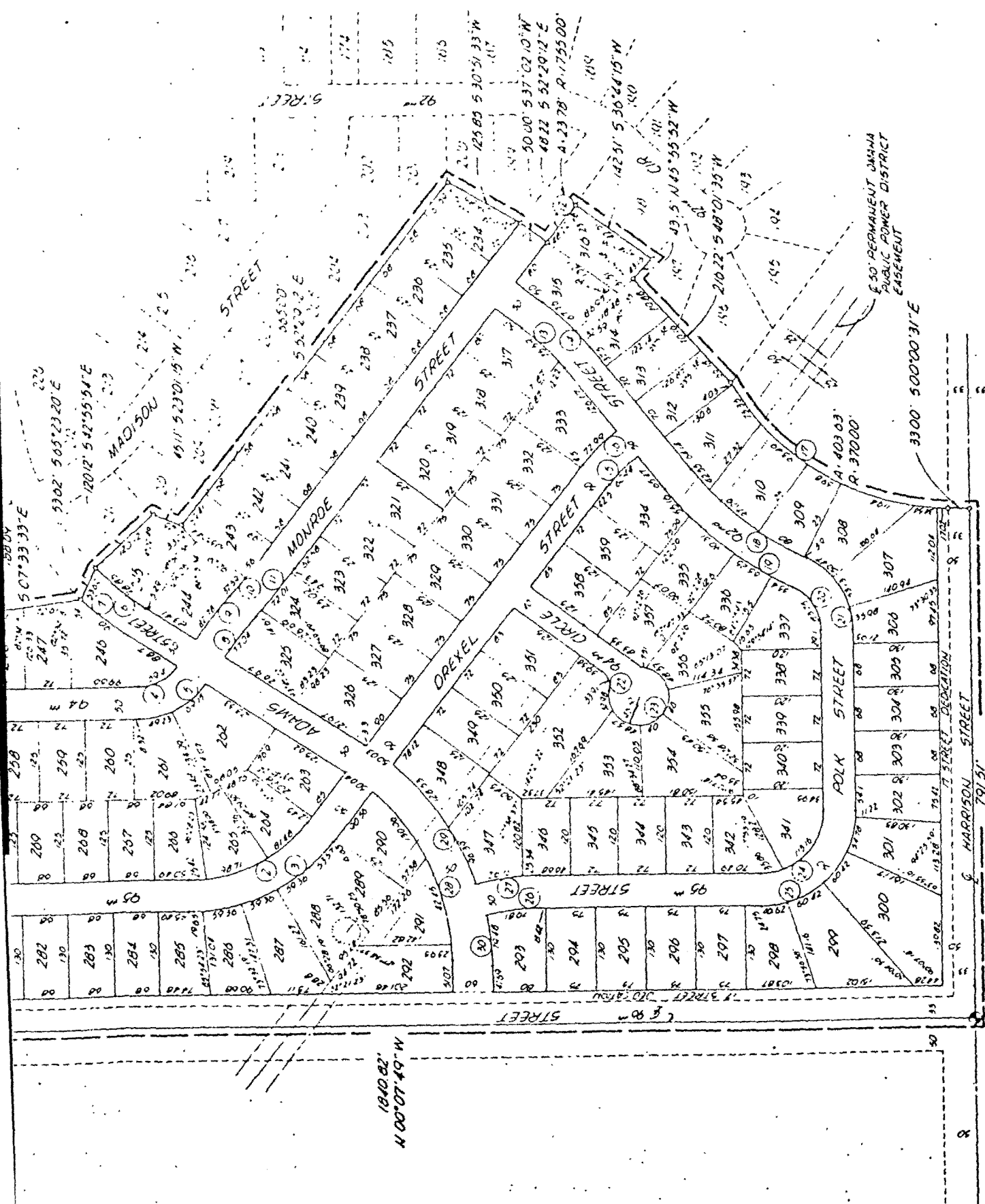


EXHIBIT "A"

POINT OF BEGINNING
SW Cor of the SW 1/4
of Sec 10, 14-12

BY [Signature]

IN LIND 500 CERTIFICATE OF RECORD

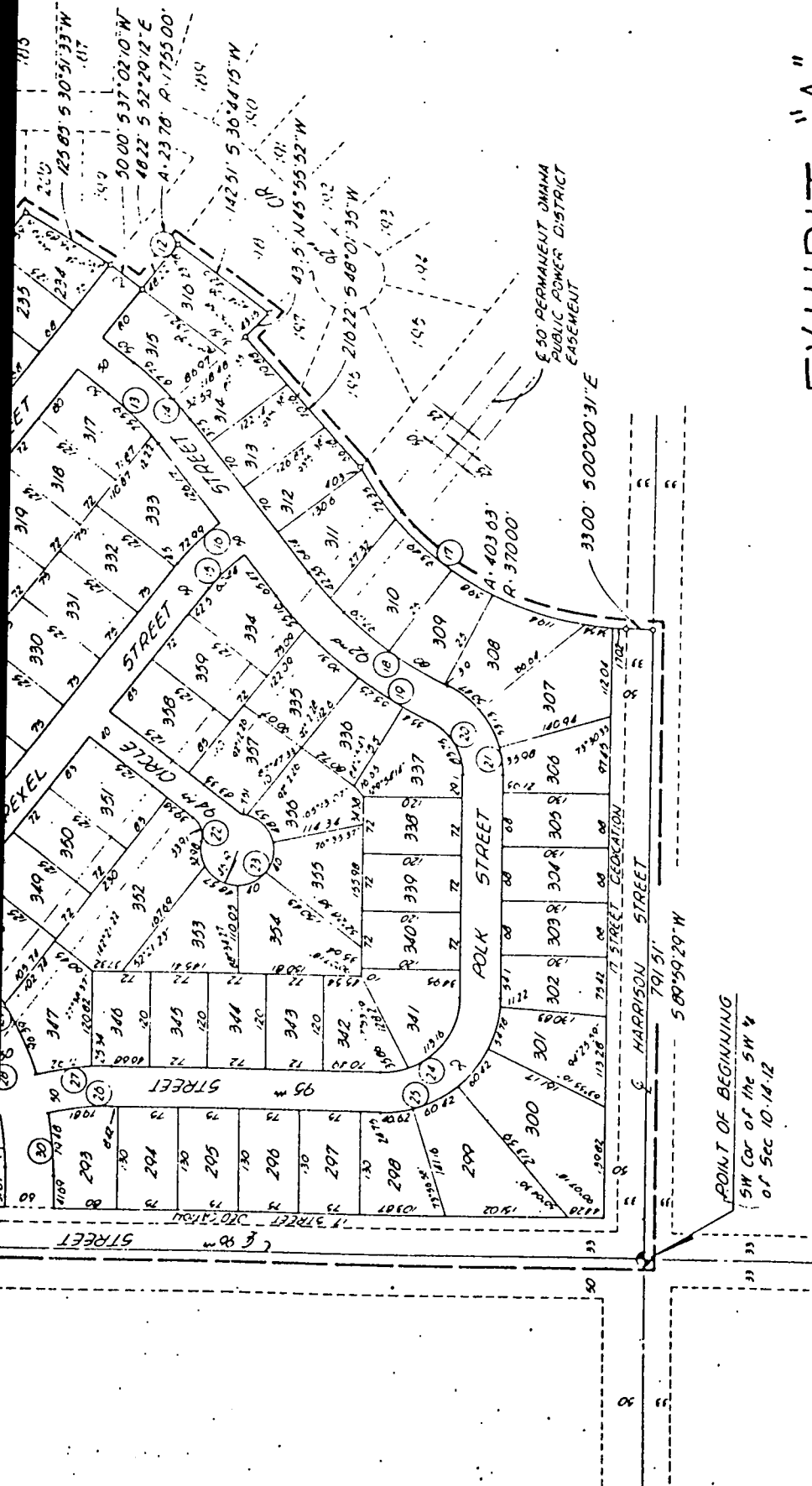


EXHIBIT "A"

APPROVAL OF OMAHA PLANNING BOARD

THIS PLAT OF TURTLE CREEK, LOTS 234 THRU 359, WAS APPROVED BY THE OMAHA CITY PLANNING BOARD ON THIS ... DAY OF ... 19 ... A.D.

APPROVAL OF OMAHA CITY COUNCIL

THIS PLAT OF TURTLE CREEK, LOTS 234 THRU 359, WAS APPROVED BY THE OMAHA CITY COUNCIL ON THIS ... DAY OF ... 19 ... A.D.

COUNTY TREASURER

THIS IS TO CERTIFY THAT I FIND NO RECORD OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMERALD WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAT OF TURTLE CREEK (LOTS 234 THRU 359 INCLUSIVE) AS TO THE DESIGN STANDARDS ON THIS ... DAY OF ... 19 ... A.D.

APPROVAL OF COUNTY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH TITLE 56 OF THE OMAHA MUNICIPAL CODE

GRANT A PERPETUAL EASEMENT TO SUCCESSORS AND ASSIGNS, REGRANTS, LESSEES, COVENANTORS AND TRANSFERREES OF ALL PARTS AND PORTIONS OF ALL EASEMENTS, RIGHTS, CLAIMS AND INTERESTS, THE SAME SHALL BE BOUND BY THE SAME AND SHALL BE ENFORCED IN ALL COURTS OF LAW IN THE STATE OF IOWA.

TURTLE CREEK, IOWA, A NEBRASKA JUDICIAL DISTRICT BY TURTLE CREEK, IOWA, A NEBRASKA JUDICIAL DISTRICT

BY PRESIDENT

BY LAND AND WATER COMMISSIONER

BY

APPROVED AND ADOPTED

STATE OF IOWA

COUNTY OF OMAHA

BY THIS

SAID CITY, PERSONALLY

AND WHO ACKNOWLEDGED THE

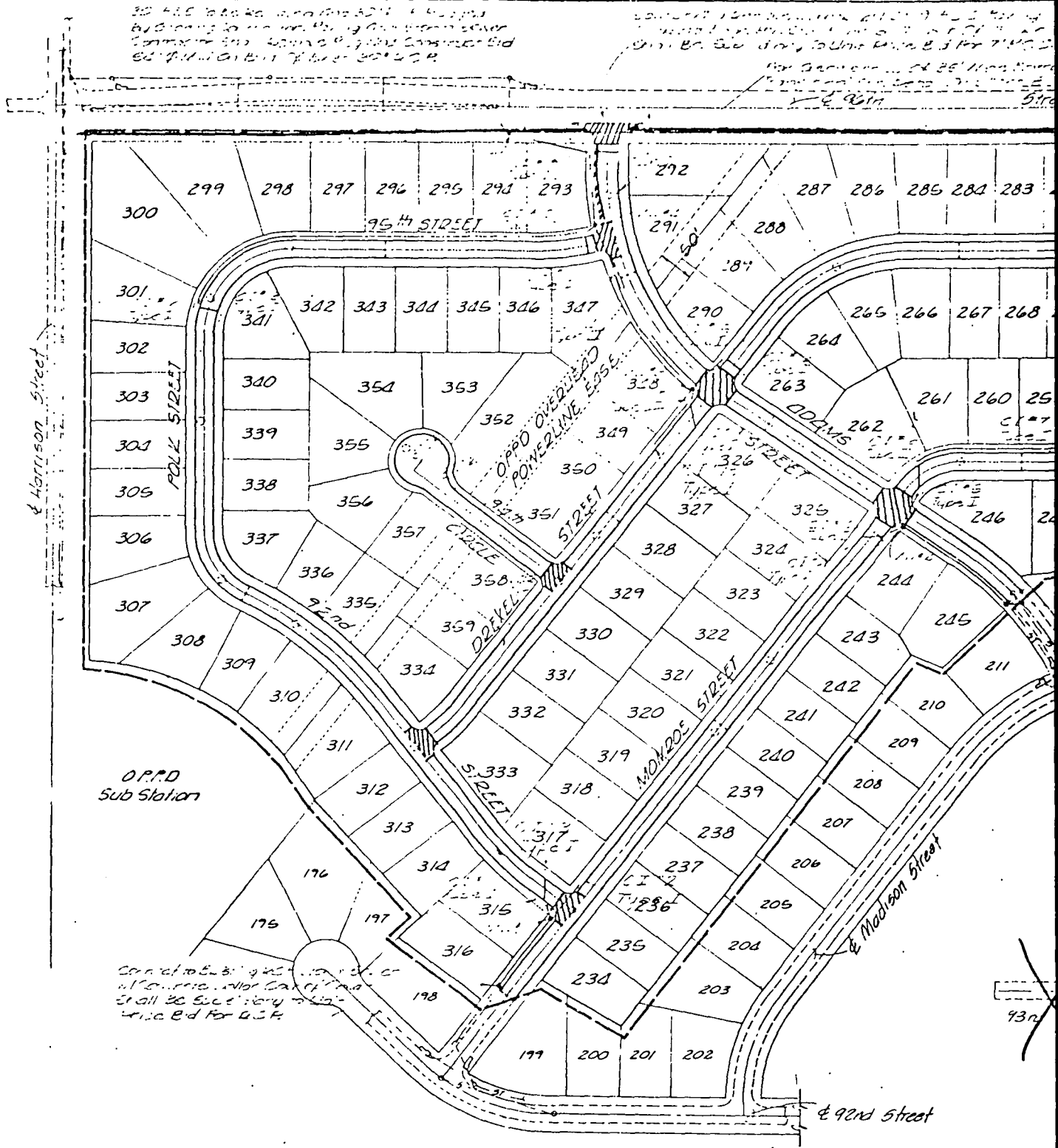
CRACK, IN THE PRESENCE OF

TURTLE CREEK, IOWA

WAS AFFIRMED THEREBY BY

WITNESSES

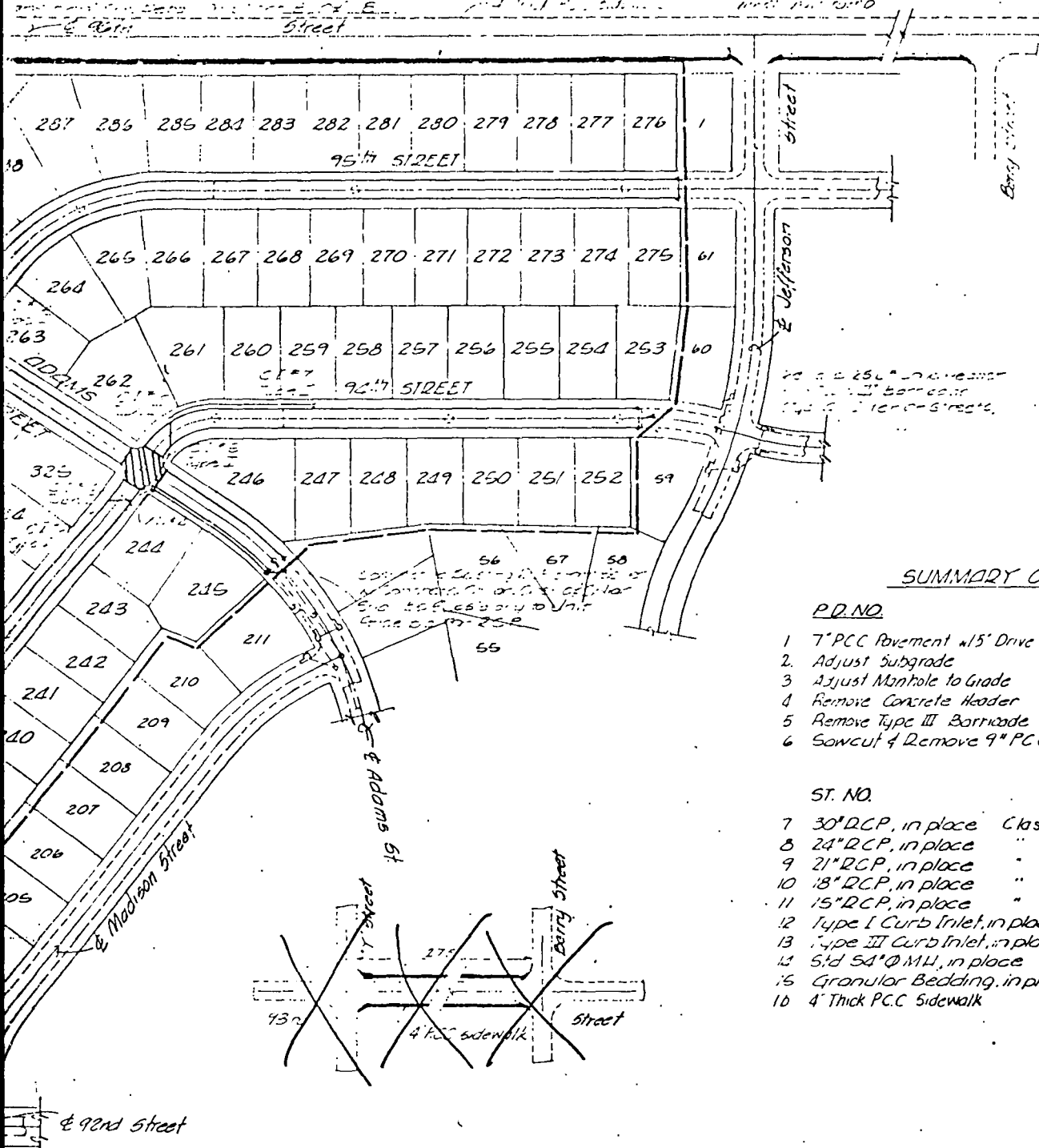
YEAR LAST ABOVE



GENERAL NOTES:

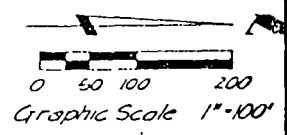
1. This project is located in the SW 1/4 of Section 10, T-14 N, R-12 E of the 6th P.M., Douglas County, Nebraska.
2. All project material, bond & reserves shall conform to the City of Omaha Paving & Sewer Specifications on file in the office of the City Engineer.
3. The City Construction Engineer shall be notified 48 hours prior to the start of construction.
4. All paving returns shall have a 20 foot radius unless otherwise shown on plans.
5. Residential street pavement shall be City of Omaha Type IA or IB, 25 feet wide back to back of curb, 7" thick w/5" drive over curb as per Sid. Plates 201A, 201B & 301C.
6. The following Sid. Plates are herein incorporated by reference: 201A, 201B, 210, 211, 212, 212A, 213, 220, 301, 303, 307, 309, 677A, 721 & 723, 200, 200A.
7. Wheel chair ramps, Sid. Plate 677A, shall be constructed at all intersections.
8. All utility locations shown are approximate. Contractor shall verify exact location & depth before construction. Any damage shall be Contractor's responsibility.
9. All concrete shall be FL 60 AE.
10. City of Omaha Type A integral curb, Sid. Plate 301, shall extend from inlet to a point 5' upstream from block out for inlet on all curb inlets.
11. Curb inlet block outs, Sid. Plate 721, shall be 20' x 4' unless otherwise noted.
12. Reinforced concrete pipe shall have joints sealed with plastic compound conforming to Federal specifications.
13. Contractor shall construct 4" thick concrete curb on 320 & 321 on sheet.

Handwritten notes and signatures at the top left of the page, including the name "Street" and other illegible text.



LEGEND:

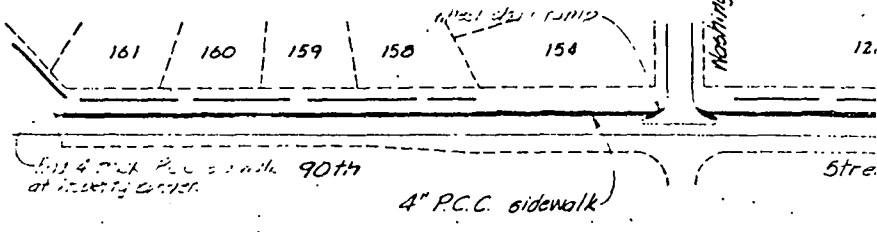
- Exist Pav.
- Exist San Sewer w/.
- Exist Storm Sewer
- Exist Barricade
- Proposed Paving w/.
- Proposed Storm Sewer
- 4" Thick P.C.C. Sidewalk



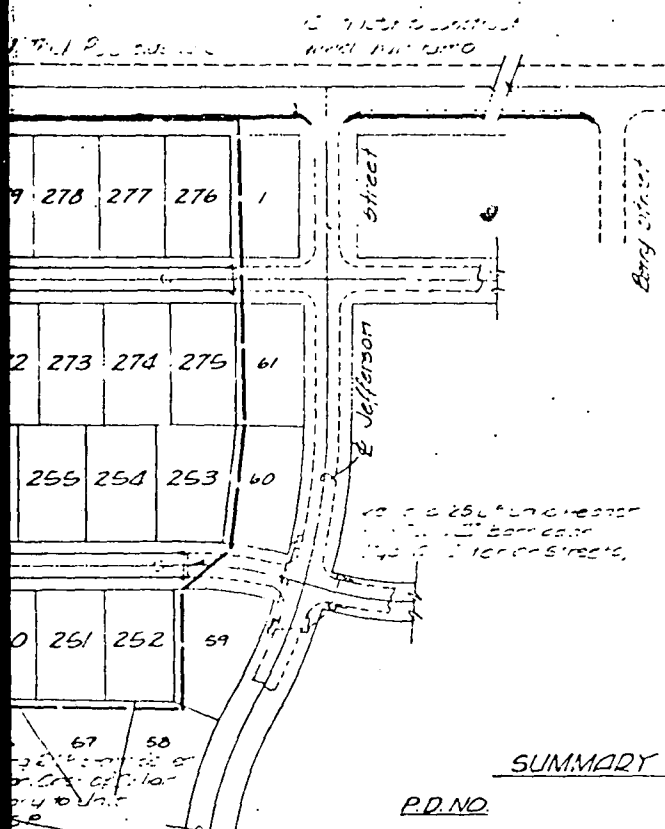
SUMMARY OF QUANTITIES

| P.D. NO. | DESCRIPTION | APPROX. |
|----------------|----------------------------------------------------|------------|
| 1 | 7" P.C.C. Pavement w/15' Drive Over Curb, in place | 17,350 |
| 2 | Adjust Subgrade | 5800 |
| 3 | Adjust Manhole to Grade | 24 EA. |
| 4 | Remove Concrete Header | 100 LF. |
| 5 | Remove Type III Barricade | 4 EA. |
| 6 | Sowcut & Remove 9" P.C.C. Paving | 21.1 SF. |
| ST. NO. | | |
| 7 | 30" R.C.P., in place Class III | 223 LF. |
| 8 | 24" R.C.P., in place | 20 LF. |
| 9 | 21" R.C.P., in place | 270 LF. |
| 10 | 18" R.C.P., in place | 903 LF. |
| 11 | 15" R.C.P., in place | 695 LF. |
| 12 | Type I Curb Inlet, in place | 15 EA. |
| 13 | Type III Curb Inlet, in place | 5 EA. |
| 14 | 5' d 54" Ø M.H., in place | 32 V.P. |
| 15 | Granular Bedding, in place | 100 Ton |
| 16 | 4" Thick P.C.C. Sidewalk | 16,960 SF. |

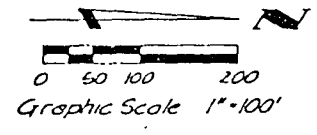
Reinforced concrete pipe shall be class III w/o gaskets. Joints shall be sealed with plastic bituminous sealing compound conforming to Fed. Spec. SS-C-153.
Contractor shall construct 4" thick P.C.C. sidewalk per City of Springfield Plate No's 320 & 321 at locations shown on this sheet.



ALL Sidewalks BY DISTRICT G.O.

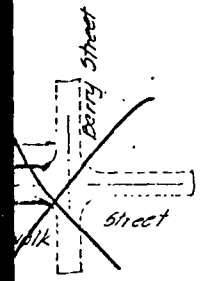


- LEGEND:**
- Exist Pav
 - S- Exist. San Sewer w/ Manhole
 - ST- Exist Storm Sewer w/ Inlet
 - B- Exist Barricade
 - Proposed Paving w/ Exp St.
 - Proposed Storm Sewer w/ Inlet
 - 4" Thick P.C.C Sidewalk

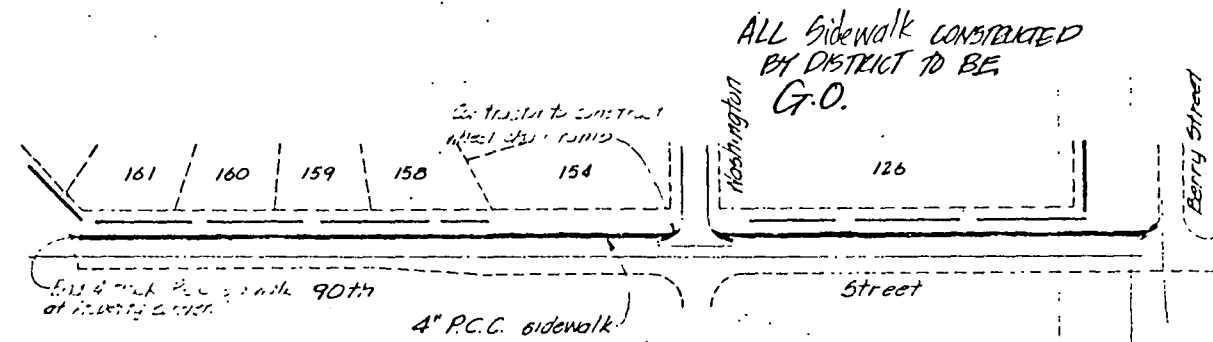


SUMMARY OF QUANTITIES

| P.D. NO. | APPROX QTY | FINAL QTY. |
|-------------------------------------------------------|-------------|------------|
| 1. 7" P.C.C Pavement w/ 15" Drive Over Curb, in place | 17,350 S.Y. | |
| 2. Adjust Subgrade | 5800 C.Y. | |
| 3. Adjust Manhole to Grade | 24 EA. | |
| 4. Remove Concrete Header | 100 L.F. | |
| 5. Remove Type III Barricade | 4 EA. | |
| 6. Sawcut & Remove 9" P.C.C Paving | 21.1 S.Y. | |
| ST. NO. | | |
| 7. 30" R.C.P., in place Class III | 223 L.F. | |
| 8. 24" R.C.P., in place | 20 L.F. | |
| 9. 21" R.C.P., in place | 270 L.F. | |
| 10. 18" R.C.P., in place | 905 L.F. | |
| 11. 15" R.C.P., in place | 695 L.F. | |
| 12. Type I Curb Inlet, in place | 15 EA. | |
| 13. Type III Curb Inlet, in place | 5 EA. | |
| 14. Std 54" Ø M.H., in place | 32 V.F. | |
| 15. Granular Bedding, in place | 100 Ton | |
| 16. 4" Thick P.C.C Sidewalk | 16,960 S.F. | |



gaskets sealing



DATE BY REVISIONS

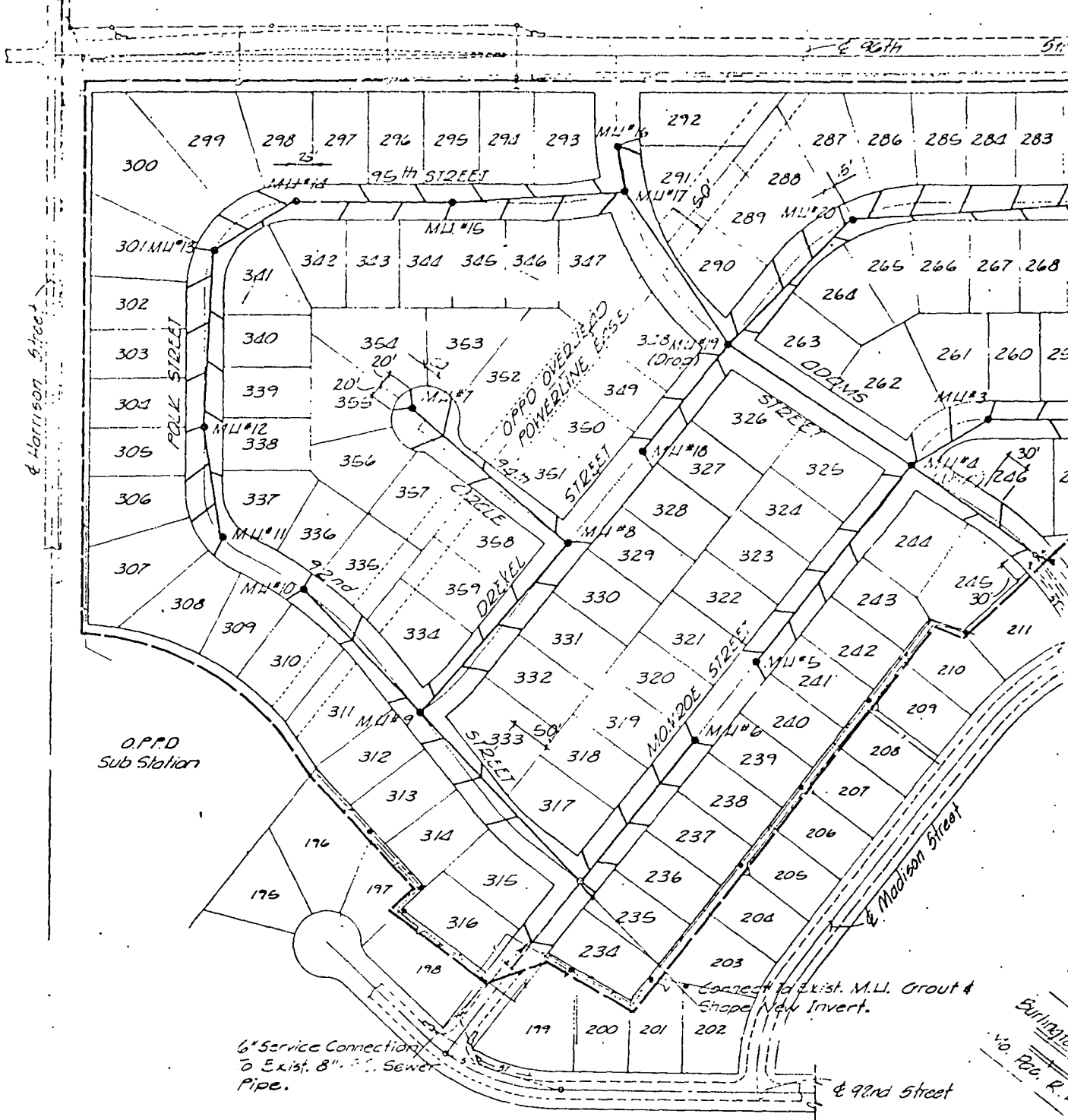
DATE BY

DATE BY

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS - ENGINEERS - PLANNERS
CHICAGO ILLINOIS

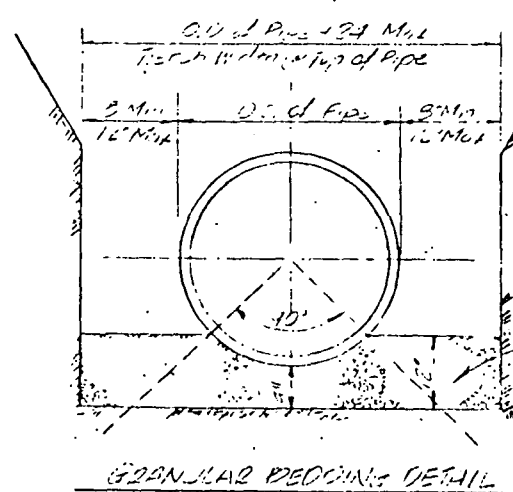
TURTLE CREEK - LOTS 23d thru 35d
Sanitary and Improvement District No 295
Douglas County, Nebraska
Paving and Storm Sewer - Phase III
Plan Sheet

| |
|---------------|
| JOB NO. 24723 |
| SHEET |
| 2 OF 8 |



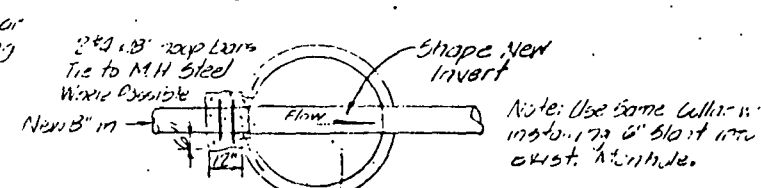
6" Service Connection to Exist. 8" S.C. Sewer Pipe.

Connect to Exist. M.H. Grout & Shape New Invert.



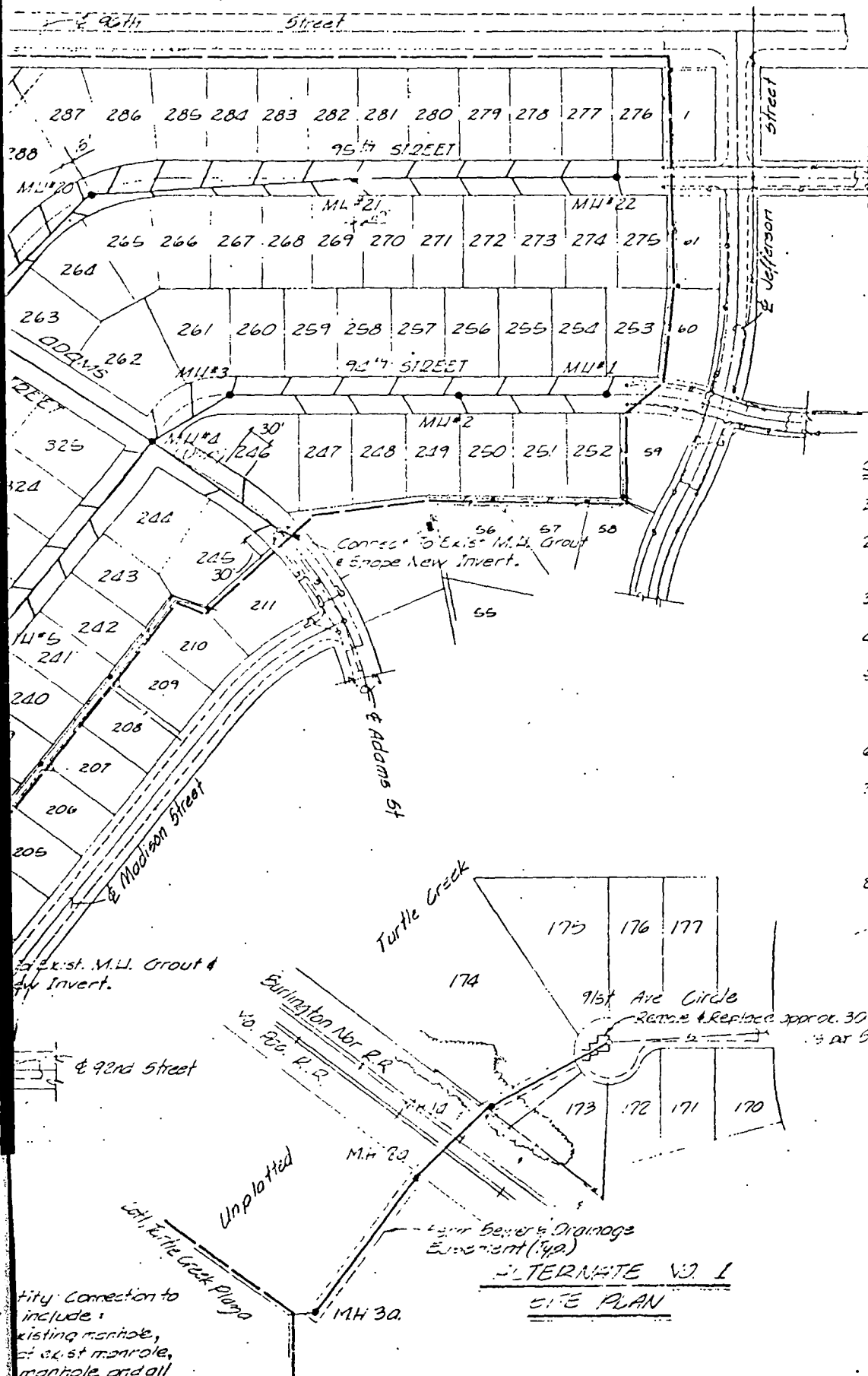
NOTE:

The approximate quantity "Connection to Exist. Manhole" shall include:
 Breaking out wall of existing manhole,
 pouring a conc. collar at exist manhole,
 sloping invert of exist manhole and all
 necessary materials.

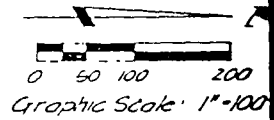


CONNECTION TO EXIST MANHOLE DETAIL

Unplotted
 East, Erie Gas Plant
 No. 100 R.



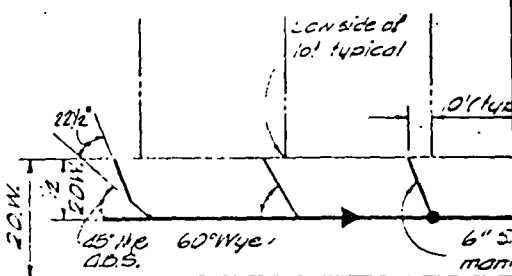
- LEGEND:**
- Exist Pav
 - Exist San Sewer
 - Exist Storm Sewer
 - Exist Barricade
 - Boundary SSD #
 - Proposed San Sewer
 - Exist Water Line
 - Exist Gas Line
 - Exist Power Line
 - Exist Tel. Line



GENERAL NOTES:

1. This project is located in the S.W. 1/4 of Sec 2, 2-E of the 6th P.M., Douglas County, Mo.
2. All project material, bonds and reserves are to be held by the City of Omaha Planning and Sewer Department in the office of the City Engineer.
3. The City Construction Engineer shall be notified prior to the start of construction.
4. The following City of Omaha Standard Specifications shall apply: 708, 709, 714, 715.
5. Contractor shall install a 6" stub-out to the property line of each lot, unless otherwise noted. Stub-outs shall be 5' minimum unless otherwise noted.
6. All manholes are located on extended lot centerlines unless otherwise noted.
7. Locations of existing utility lines shown on this plan. Contractor shall verify exact locations in the field. Contractor shall take all precautions to protect these lines. Any damage to these lines shall be the responsibility of the Contractor.
8. Existing 6" San. Sewer pipe in Monroe St. to be inspected to a point 5' past the connection installed under this contract.

**ALTERNATE NO. 1
SITE PLAN**



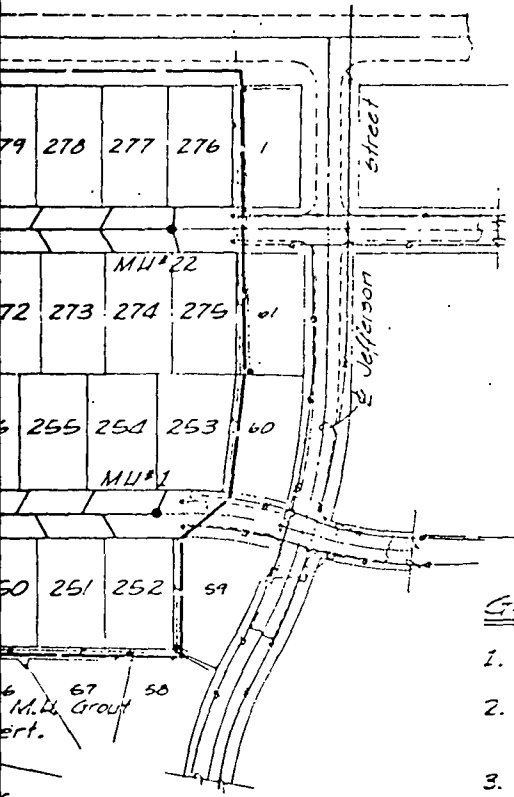
SANITARY SEWER CALCULATIONS: TURTLE CREEK, TURTLE CREEK PLAZA AND 9th STREET

1. Turtle Creek : 556 lots @ 37 per/lot = 1233 per.
 2. Exterior Area : 5500 sq. ft. @ 12 per/1000 sq. ft. = 336 per.
 3. Turtle Creek Plaza : 10.2 ac. Comm @ 12 per/ac. = 122 per.
10 2-9 lots @ 28 per/lot = 280 per.
562 per @ 250 G.P.C.D. = 90 500 G.P.D.
- Total flow to impact point in Adams Street Turtle Creek Section II = 582,200 G.P.D. = 0.437 C.F.S.
Capacity of 6" @ 0.60% = 0.437 C.F.S.

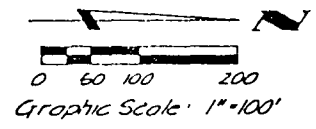
City Connection to include: existing manhole, at exist manhole, manhole and all

Shape New Invert
Note: Use same callouts when notes 173 & 510 of main exist. alternate.

MANHOLE DETAIL

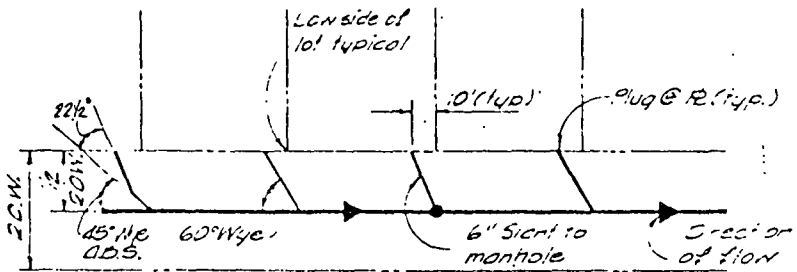
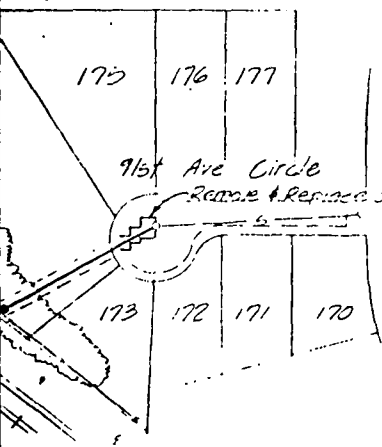


- LEGEND:**
- - - - - Exist Pav
 - o-s- - Exist San Sewer w/ Manhole
 - st- - Exist Storm Sewer w/ Inlet
 - v-v- - Exist Barricade
 - Boundary S.S.D. #4332
 - Proposed San Sewer w/ M.I.I.
 - w- - Exist Water Line
 - g- - Exist Gas Line
 - p- - Exist Power Line
 - t- - Exist Tel. Line



GENERAL NOTES:

1. This project is located in the S.W. 1/4 of Section 10, T.14-N, R.12-E of the 6th P.M., Douglas County, Nebraska.
2. All project materials, bonds and records shall conform to the City of Omaha Paving and Sewer Specifications on file in the office of the City Engineer.
3. The City Construction Engineer shall be notified 48 hours prior to the start of construction.
4. The following City of Omaha Standard Details are incorporated herein by reference: 708, 709, 714, 723, 726, 741 & 545
5. Contractor shall install a 6" stub-out to curb no beyond the property line of easement, unless otherwise shown. All 6" stub-outs shall be 5' zero minimum at the property line unless otherwise noted.
6. All manholes are located on extended lot lines and street centerlines unless otherwise noted.
7. Locations of existing utility lines shown are approximate. Contractor shall verify exact locations and depths in the field. Contractor shall take all precautions to protect these lines. Any damage to these lines shall be the responsibility of the Contractor.
8. Existing 6" San. Sewer pipe in Monroe Street shall be T.V. inspected to a point 10 ft. past the 6" service connection installed under this contract.



TYPICAL NYE OR SLANT DETAIL

UNITARY SEWER CALCULATIONS - TURTLE CREEK, TURTLE CREEK PLAZA AND EXTERIOR.

- Turtle Creek - 556 lots @ 37 per lot = 1243 per.
- Exterior Area - 350K @ 12 per/100K = 376 per
1239 per @ 500 G.P.C.D. = 491,700 G.P.D.
- Turtle Creek Plaza - 10.2 ac. Comm @ 12 per/100K = 122 per.
10 2-9 lots @ 28 per/lot = 240 per.
562 per @ 250 G.P.C.D. = 90,500 G.P.D.
- Total flow to impact point in Adams Street Turtle Creek Section II = 582,200 G.P.D. = 0.90 CFS.
- Capacity of 6" @ 0.60% = 0.457 CFS.

| | |
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| DATE | BY |
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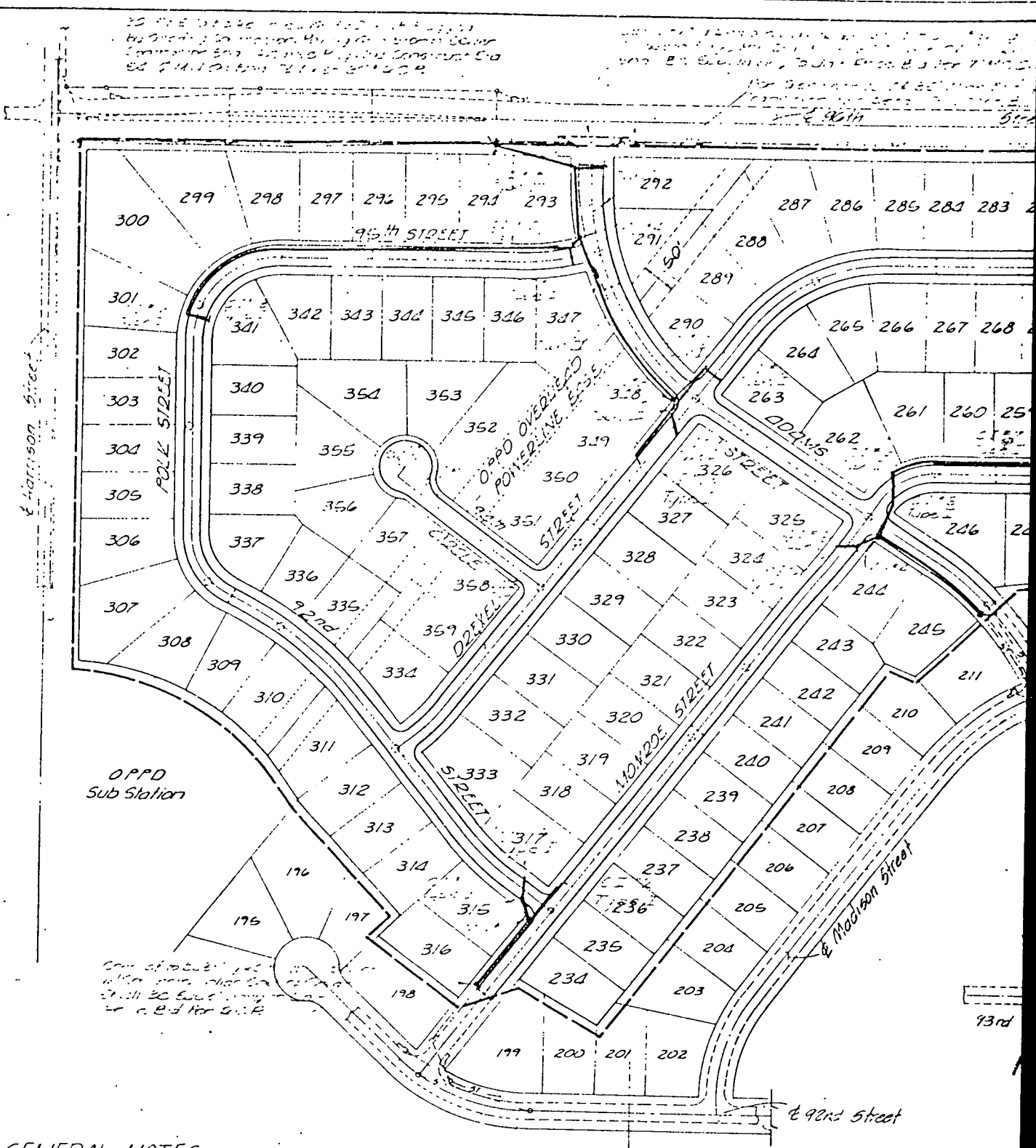
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| DATE | BY |
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THE SCHEMMER ASSOCIATES INC.
ARCHITECTS - ENGINEERS - PLANNERS
OMAHA DAVENPORT OLANDO

TURTLE CREEK PHASE II
LOTS 234 thru 369
S.F.I.D. NO. 295 DOUGLAS CO., NEBR.
UNITARY SEWER - S.S.D. #4332
SITE PLAN

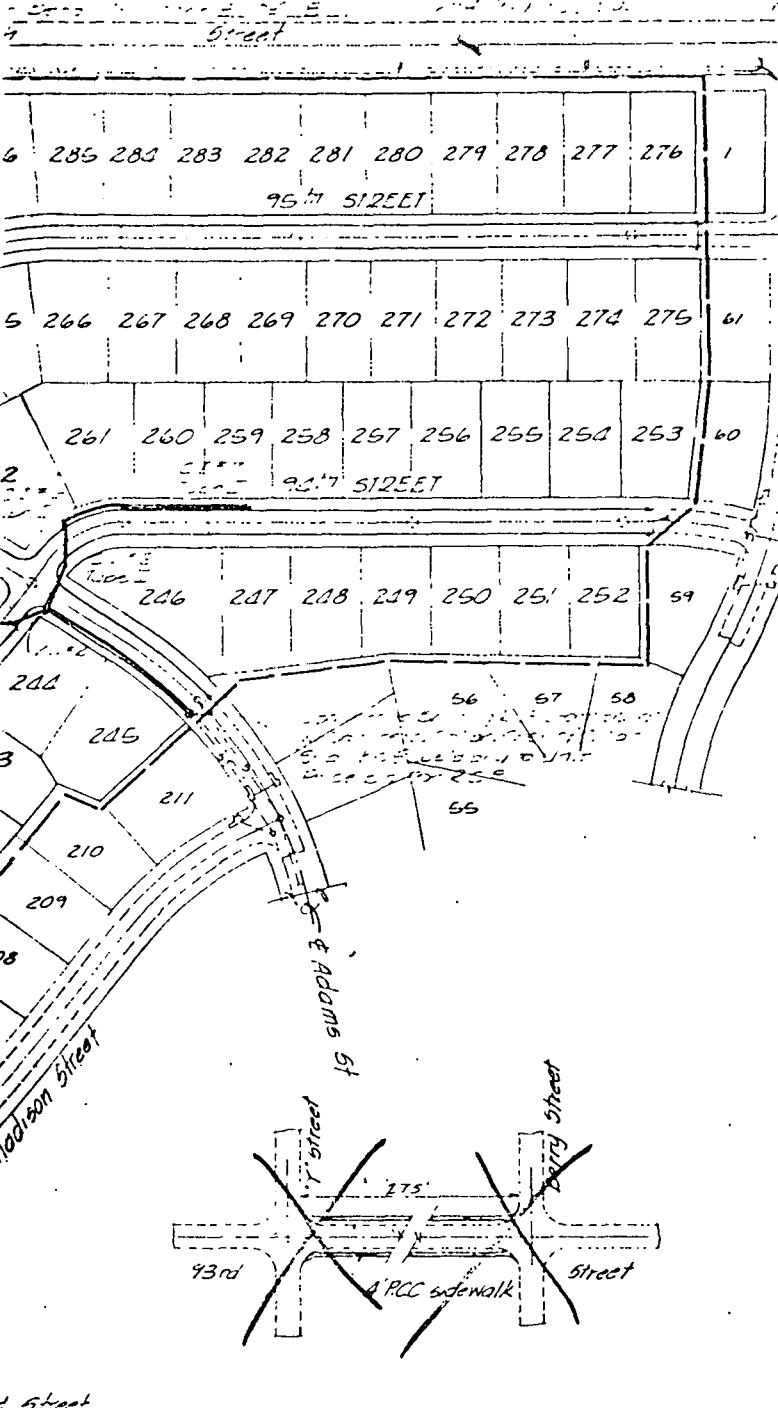
| |
|---------------|
| JOB NO. 21002 |
| SHEET |
| 2 OF 6 |

EXHIBIT "C"



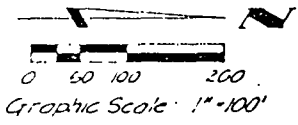
GENERAL NOTES:

1. This project is located in the SW 1/4 of Section 10, T-14 N, R-12 E of the 6th PM, Douglas County, Nebraska.
2. All project material, bond & reserves shall conform to the City of Omaha Paving & Sewer Specifications on file in the office of the City Engineer.
3. The City Construction Engineer shall be notified 48 hours prior to the start of construction.
4. All paving returns shall have a 20 foot radius unless otherwise shown on plans.
5. Residential street pavement shall be City of Omaha Type IA or IB, 25 feet wide back to back of curb, 7" thick w/ 5" drive over curb as per Std Plates 201A, 201B & 301C.
6. The following Std Plates are herein incorporated by reference. 201A, 201B, 210, 211, 212, 212A, 213, 220, 301, 303, 307, 309, 677A, 721 & 723, 208, 208A.
7. Wheel chair ramps, Std Plate 677A, shall be constructed at all intersections.
8. All utility locations shown are approximate. Contractor shall verify exact location & depth before construction. Any damage shall be Contractor's responsibility.
9. All concrete shall be FL 60 AE.
10. City of Omaha Type A integral curb, Std Plate 301, shall extend from inlet to a point 5' upstream from block out for inlet on all curb inlets.
11. Curb inlet block cuts, Std. Plate 721, shall be 20' x 4' unless otherwise noted.
12. Reinforced concrete pipe shall have joints sealed with pipe compound conforming to Federal specifications.
13. Contractor shall construct 4" thick concrete curb plates No's 320 & 321 as shown on sheet.



LEGEND:

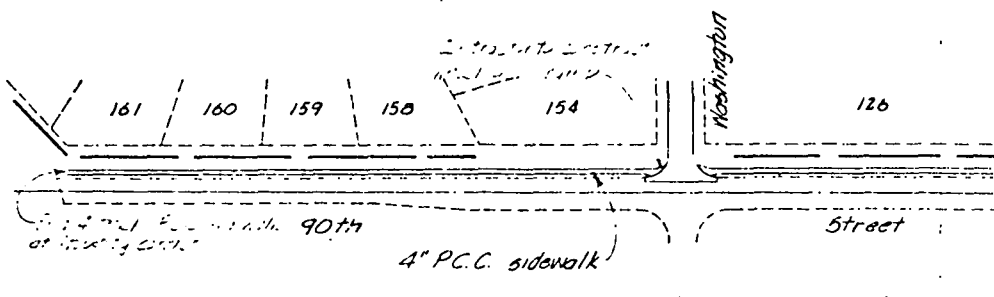
- Exist Pav
- Exist San Sewer w/ Manhole
- Exist Storm Sewer w/ Inlet
- Exist Barricade
- Proposed Paving w/ Exp Jt.
- Proposed Storm Sewer w/ Inlet
- 4\" Thick PCC Sidewalk



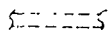
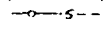
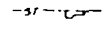
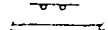
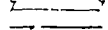
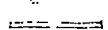

SUMMARY OF QUANTITIES

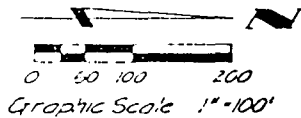
| P.D. NO. | APPROX QTY |
|-----------------------------------|------------|
| 1. 7\"/> | 17,350 SY |
| 2. Adjust Subgrade | 5,800 CY |
| 3. Adjust Manhole to Grade | 24 EA |
| 4. Remove Concrete Header | 100 LF. |
| 5. Remove Type III Barricade | 4 EA. |
| 6. Sawcut & Remove 9\"/> | 211 SY. |
| ST. NO. | APPROX QTY |
| 7. 30\"/> | 223 LF |
| 8. 24\"/> | 20 LF |
| 9. 21\"/> | 270 LF. |
| 10. 18\"/> | 905 LF |
| 11. 15\"/> | 695 LF. |
| 12. Type I Curb Inlet, in place | 15 EA. |
| 13. Type III Curb Inlet, in place | 5 EA. |
| 14. 5' x 5\"/> | 32 V.F. |
| 15. Granular Bedding, in place | 100 Ton |
| 16. 4\"/> | 16,960 SF. |

concrete pipe shall be class III w/ no gaskets. be sealed with plastic bituminous sealing conforming to Fed Spec SS-C-153.
 shall construct 4\"/>



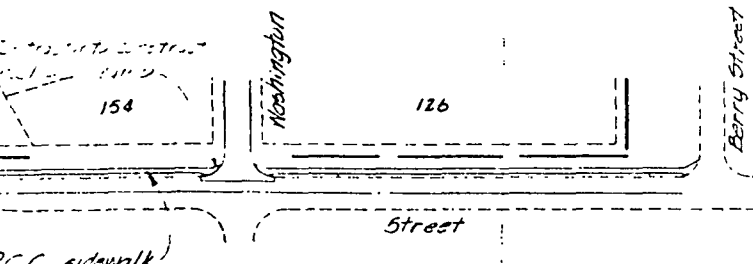
LEGEND:

-  Exist Pav
-  Exist San Sewer w/ Manhole
-  Exist Storm Sewer w/ Inlet
-  Exist Barricade
-  Proposed Paving w/ Exp Jt.
-  Proposed Storm Sewer w/ Inlet
-  4' Thick PCC Sidewalk




QUANTITY OF QUANTITIES

| | APPROX QTY | FINAL QTY |
|------------------------------|-------------|-----------|
| 5" Drive Over Curb, in place | 17,350 SY | |
| Grade | 5800 C.Y. | |
| Curbside | 28 EA. | |
| Barricade | 100 LF. | |
| 9" PCC Paving | 4 EA. | |
| | 21.1 SY. | |
| Class III | 223 LF. | |
| " " | 20 LF. | |
| " " | 270 LF. | |
| " " | 905 LF. | |
| " " | 695 LF. | |
| " in place | 15 EA. | |
| " in place | 5 EA. | |
| " in place | 32 VF. | |
| " in place | 100 Ton | |
| " | 16,960 S.F. | |



| DATE | BY | REVISIONS |
|------|----|-----------|
| | | |
| | | |

| | |
|-------------|------------------------------------------|
| DATE | 1/11/81 |
| BY | J.P.H. |
| DESCRIPTION | 1795 1795 DRAWN E.S. CHECKED |


THE SCHIMMER ASSOCIATES INC.
 ARCHITECTS - ENGINEERS - PLANNERS
 ORLANDO
 DAYTONPORT

LITTLE CREEK - LOTS 234 thru 359
 Sanitary and Improvement District No 295
 Douglas County, Nebraska
 Paving and Storm Sewer - Phase III
 Plan Sheet

JOB NO. 2072
 SHEET
 2 OF 8

EXHIBIT "D"

50 Misc

RECEIVED
 1981 MAY -4 PM 12:02
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

651
 41
 Misc

63.25
 10-14-12
 10-14-12