



BK 1374 PG 493-517



MISC 2001 04152

RICHARD K. TAN, CLERK
REGISTER OF DEEDS
DODGE COUNTY, NE

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DEL	_____	SCAN	<u>dsfv</u>

Return to Public Works Department
C/o Mike Meckna
1819 Farnam Street, Ste. 604



City of Omaha
Hal Daub, Mayor

September 12, 2000

RECEIVED
00 SEP -1 AM 11:48
CITY CLERK
OMAHA, NEBRASKA

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 among Waterford Development, LLC; Sanitary and Improvement District (S.&I.D.) 441 of Douglas County, Nebraska; Waterford Homeowner's Association, Inc.; Waterford Townhome 1 Association, Inc.; and the City of Omaha. This Subdivision Agreement covers the public improvement of Waterford, a subdivision located northeast of 156th and Ida Streets.

This Subdivision Agreement stipulates which public improvements will be built by S.&I.D. 441, those which will be paid for by special assessment and those to be paid for by General Obligation of S.&I.D. 441. The estimated total cost of improvements is \$2,031,000.00 of which \$806,400.00 will be paid by General Obligation. If S.&I.D. 441 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,

Don W. Elliott 8/25/00
Don W. Elliott, P.E. Date
Director

Referred to City Council for consideration

Ken P. ... 8/31/00
Mayor's Office/Title Date
Acting Planning Director

Approved as to Funding:

Stanley P. Timm 8/28/00
Stanley P. Timm Date
Acting Finance Director

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

Steven N. Jensen 8-29-00
Steven N. Jensen, AICP Date
Acting Planning Director

Approved:

Larry N. Foster
Larry N. Foster, Acting Director Date
Parks, Recreation and
Public Property Department



SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 5th day of October, 2000, by and between WATERFORD DEVELOPMENT, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Subdivider"), WATERFORD HOMEOWNER'S ASSOCIATION, INC., a Nebraska not for profit corporation (hereinafter referred to as "Homeowner's Association"), WATERFORD TOWNHOME I ASSOCIATION, INC., a Nebraska not for profit corporation (hereinafter referred to as "Townhome Association"), SANITARY AND IMPROVEMENT DISTRICT NO. 441 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 with 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, 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 Subdivider has or will create the Waterford Homeowner's Association comprised of property owners in Lots 1 through 24, inclusive, 26 through 31, inclusive, and 49 through 89 inclusive, Waterford; and

WHEREAS, the Subdivider has or will create the Waterford Townhome I Association, comprised of property owners in Lots 32 through 47, inclusive, Waterford; and

WHEREAS, the Subdivider proposes to convey Outlots A and B, Outlots D through F, inclusive, and Lots 25 and 48, contemporaneously with the filing of the final plat shown on Exhibit "A" to the Waterford Homeowner's Association for its ownership and maintenance.

WHEREAS, the Subdivider proposes to convey Outlot C and the private alley adjacent to Outlot C contemporaneously with the filing of the final plat shown on Exhibit "A" to the

Waterford Townhome I Association for its ownership and maintenance of the private alley and Outlot C.

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, attorney's fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy 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 through F, inclusive, and Lot 25 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.

SECTION I

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 in the area marked Final Plat No. I

prepared by Kirkham Michael and Associates, 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 Kirkham Michael and Associates, a copy of which is attached hereto as Exhibit "C."
- C. Storm sewers, inlets, manholes, 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 in the area marked Final Plat No. 1 prepared by Kirkham Michael and Associates, a copy of which is attached as Exhibit "C."
- 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 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 4 months from the date of execution of this Agreement). Lighting in the private alley to be constructed in Outlot C shall be a private expense for the installation, operation and maintenance paid by the Subdivider and/or the Townhome Association.
- 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 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 Subdivider or District according to the following schedule:
 - (1) Sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
 - (2) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
 - (3) In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat.

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 (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 a general obligation of the District.
 - (2) The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the Sanitary Outfall Sewer which the pipe size is greater than 8" diameter may be a general obligation of the District.
 - (3) The total cost of any outfall sanitary sewer serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "C."
- C. The cost of storm sewers and appurtenances may be a general obligation of the District except for the private access in Outlot C as shown on Exhibit "C".
- D. 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.
- E. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.
- F. 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.

- G. Any payments to other sanitary and improvement districts, sanitary districts or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this Agreement.
- H. 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, and construction costs of the interceptor sewer shall be as provided in Section X.
- I. No funds of the District are to be used for the installation or maintenance of telephone equipment.
- J. The District shall make a contribution for public park land and facilities to the City of Omaha equal to One Thousand Three Hundred and no/100 Dollars (\$1,300.00) for each acre developed, provided, however, future public park acquisition and improvements by the District shall count towards the contribution amount. If a contribution is necessary, the contribution shall be a general obligation of the District.

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, attorney's 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 85 cents per \$100 of taxable valuation for all tax collection years through the year that all district warrants can be paid on a cash basis and/or are converted to bonded debt.

B. On or about June 1st 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, a projected annual general fund 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 obligations 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 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, say 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 way 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 ordinances, 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 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 Sixty Five Thousand Twenty and 06/100 Dollars (\$65,020.06) for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

Lots 1 to 24 are single family at \$673.20 =	\$ 16,156.80
Lots 26 to 89 are single family at \$673.20 =	\$ 43,084.80
Lot 25 is unbuildable because of drainage easement over entire lot.	
Lot 48 is commercial – 1.49 acres at \$3,878.16 =	\$ 5,778.46
Total =	\$ 65,020.06

If the area is replatted or the use of the lots is changed, the fee charged shall be changed by the City on the basis of the wastewater flow generated compared to that generated by single family residences.

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 or 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 monies 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 this Subdivision Agreement.
- C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- D. The Erosion Control Plan to be submitted to NDEQ and City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "D". PMRNRD must approve said plan prior to City Engineer's second signature on final plat. Costs for the initial installation of erosion control measures shall be paid by Subdivider. Removal of said erosion control measures may be a general obligation of the District. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, or with the written permission of the City Public Works Department authorizing their removal.

Sediment removal shall be paid as follows:

- (1) During initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements for this work.
 - (2) For all subsequent sediment removal, the District shall pay for the work from its operating fund.
 - (3) Basin closure may be a general obligation of the District.
- E. The Subdivider agrees to convey Outlots A and B, and Outlots D through F, inclusive, contemporaneously with the filing of the final plat shown on Exhibit "A" to the Waterford Homeowners Association for its ownership and maintenance of the outlots.
- F. The Subdivider shall convey Lots 25 and 48, Waterford, contemporaneously with the filing of the final plat shown on Exhibit "A" to the Waterford Homeowners Association for its ownership and maintenance of Lots 25 and 48. Lot 25 shall be used only for landscape/drainage purposes. Lot 48 shall be used only for civic purposes.
- G. The Subdivider shall privately pay for the installation of the private alley between Vane Street and 152nd Street and upon the completion of the installation of the private alley, Subdivider shall convey the private alley and Outlot C with the filing of the final plat shown on Exhibit "A" to the Waterford Townhome I Association for its ownership and maintenance of the private alley and Outlot C.
- H. The Subdivider shall install private improvements including a split rail fence to be located on the boundary line between Waterford and the Corp of Engineer's property and the Papio-Missouri River Natural Resources District and an asphalt walkway as identified in Exhibit "E" attached hereto and incorporated herein by this reference. These Improvements shall be owned and maintained by the Waterford Homeowners Association.
- H. The Subdivider has entered into a Management Agreement with the Papio-Missouri River Natural Resources District for the operation, maintenance and repair of the Papillion Creek Watershed PL-566 Project Site D-17 sediment pond contained on the Area to be Developed. Pursuant to the Management Agreement, the Subdivider will assign its obligations to the Waterford Homeowners Association upon its formation.
- I. This Subdivision Agreement shall be binding upon the parties hereto, their respective successors and assigns and shall run with the land shown on Exhibit "A" and shall be filed with the Douglas County Register of Deeds at the time of filing of the final plat for Waterford Phase I.

IN WITNESS WHEREOF, we, the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, on the date specified immediately adjacent to their respective names.

CITY OF OMAHA

Executed this 5th day of October, 2000.

By: *Hal Daub*
Mayor

ATTEST:

Deanna Warren
Deputy City Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 441 OF DOUGLAS COUNTY, NEBRASKA

Executed this 23rd day of August, 2000.

By: *Gene Graves*
Gene Graves, Chairman

ATTEST:

Deanna Warren
Deanna Warren, Clerk

WATERFORD DEVELOPMENT, L.L.C., a
Nebraska limited liability company, "Sudivider"

Executed this 23rd day of August, 2000.

By: *Maurice M. Udes*
Maurice M. Udes, Manager

Executed this 23rd day of August, 2000.

By: *Paul M. Brown*
Paul M. Brown, Manager

WATERFORD HOMEOWNERS ASSOCIATION,
INC., a Nebraska not for profit corporation,
"Homeowners Association"

Executed this 23rd day of August, 2000.

By: *Gene Graves*
Gene Graves, President

IMPRINTED SEAL
REGISTER OF DEEDS

WATERFORD TOWNHOME I ASSOCIATION,
 INC., a Nebraska not for profit corporation,
 "Townhome Association"

Executed this 23rd day of August, 2000.

By: *[Signature]*
 Gene Graves, President

APPROVED AS TO FORM:

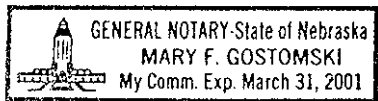
Executed this 25th day of August, 2000.

[Signature]
 (Typed Name: Robert Hamer
 Assistant City Attorney
[Signature]

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 23rd day of August, 2000, by Maurice M. Udes and Paul Brown, Managers of Waterford Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.

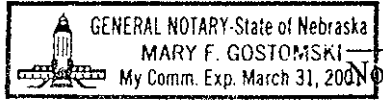
Mary F. Gostomski
 Notary Public



STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

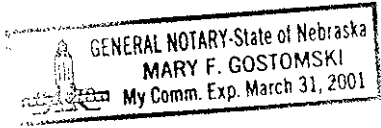
The foregoing instrument was signed before me this 23rd day of August, 2000, by Gene Graves, President of Waterford Homeowners Association, Inc., a Nebraska not for profit corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as President.

Mary F. Gostomski
 Notary Public



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

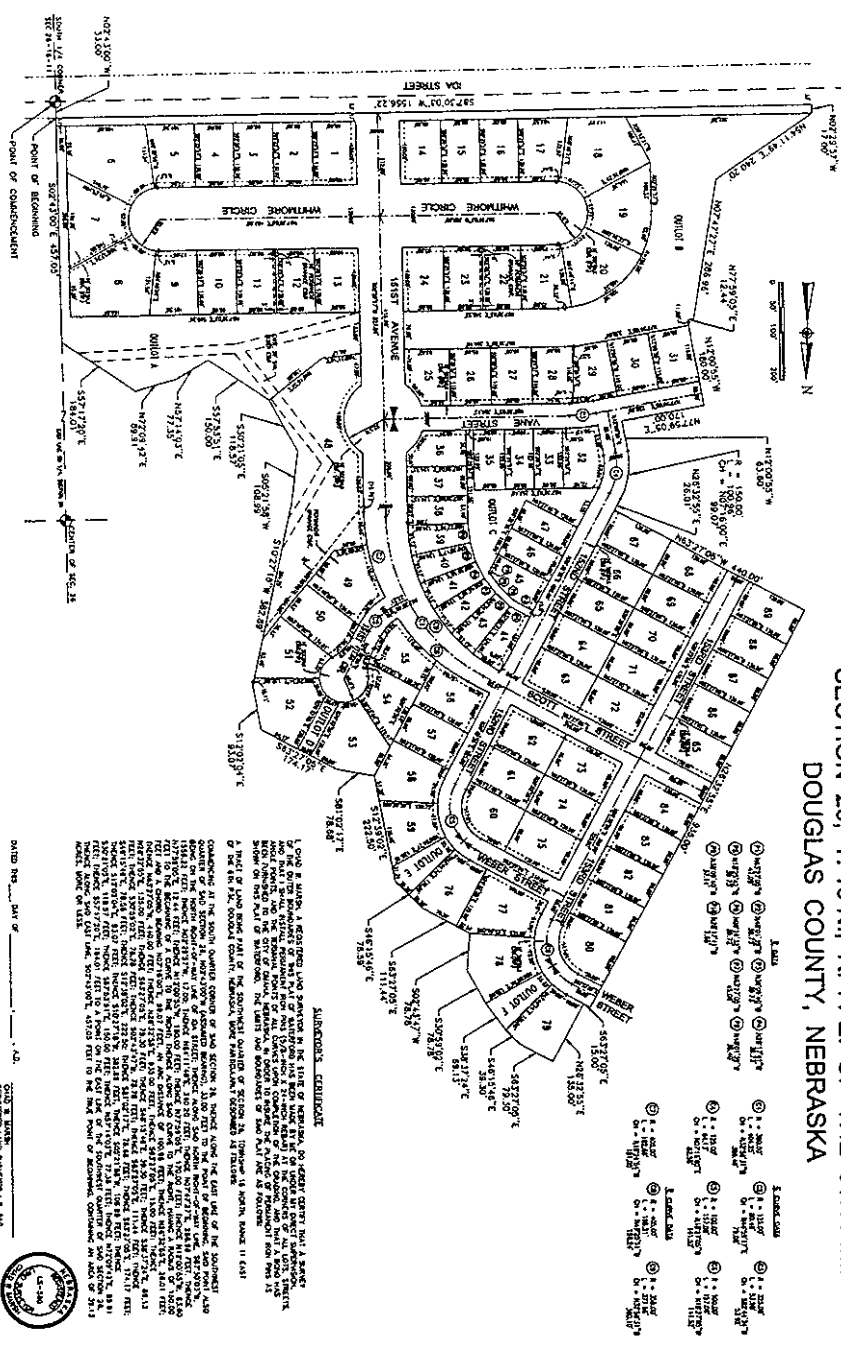
The foregoing instrument was signed before me this 23rd day of August, 2000, by Gene Graves, President of Waterford Townhome I Association, Inc., a Nebraska not for profit corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as President.



Mary F. Gostomski
Notary Public

WATERFORD

LOTS 1 THRU 89, INCLUSIVE, AND OUTLOTS A THRU F, INCLUSIVE,
 BEING A CLUSTER SUBDIVISION
 PART OF THE SW 1/4,
 SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M.,
 DOUGLAS COUNTY, NEBRASKA



- NOTES:
1. THESE RECORDS SHALL BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DOUGLAS, NEBRASKA.
 2. THE TOTAL AREA OF THIS SUBDIVISION IS 1.15 ACRES, MORE OR LESS, AS SHOWN ON THIS PLAN.
 3. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.
 4. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.
 5. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.
 6. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.
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 8. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.
 9. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.
 10. THE TOTAL AREA OF THE ORIGINAL SECTION 26, T. 16 N., R. 11 E. OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, IS 360 ACRES, MORE OR LESS.

SUBDIVISION CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Nebraska, do hereby certify that a correct and true copy of the original plat of the subdivision of the SW 1/4 of Section 26, Township 16 North, Range 11 East, of the 6th P.M., Douglas County, Nebraska, as shown on this plat, has been filed in the Public Records of the County of Douglas, Nebraska, and that the same is a true and correct copy of the original plat as shown on this plat.

DATED THIS 15th DAY OF _____, A.D. 20__.

 SURVEYOR

COMMISSIONERS CERTIFICATE

THE PLAT OF THE SUBDIVISION WAS REVIEWED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, NEBRASKA, ON THIS 15th DAY OF _____, A.D. 20__.

 COUNTY COMMISSIONER

APPROVAL OF CITY PLANNING BOARD

THE PLAT OF THE SUBDIVISION WAS REVIEWED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA, NEBRASKA, ON THIS 15th DAY OF _____, A.D. 20__.

 CITY PLANNING BOARD

APPROVAL OF CITY ENGINEER OF OMAHA

THE PLAT OF THE SUBDIVISION WAS REVIEWED BY THE CITY ENGINEER OF OMAHA, NEBRASKA, ON THIS 15th DAY OF _____, A.D. 20__.

 CITY ENGINEER



EXHIBIT "A"

THE PLAT OF THE SUBDIVISION WAS REVIEWED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, NEBRASKA, ON THIS 15th DAY OF _____, A.D. 20__.

 COUNTY COMMISSIONER

APPROVAL OF CITY ENGINEER OF OMAHA

THE PLAT OF THE SUBDIVISION WAS REVIEWED BY THE CITY ENGINEER OF OMAHA, NEBRASKA, ON THIS 15th DAY OF _____, A.D. 20__.

 CITY ENGINEER

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 CITY PLANNING BOARD

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 CITY ENGINEER

APPROVAL OF CITY PLANNING BOARD

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 CITY PLANNING BOARD

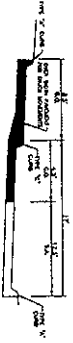
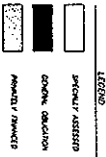
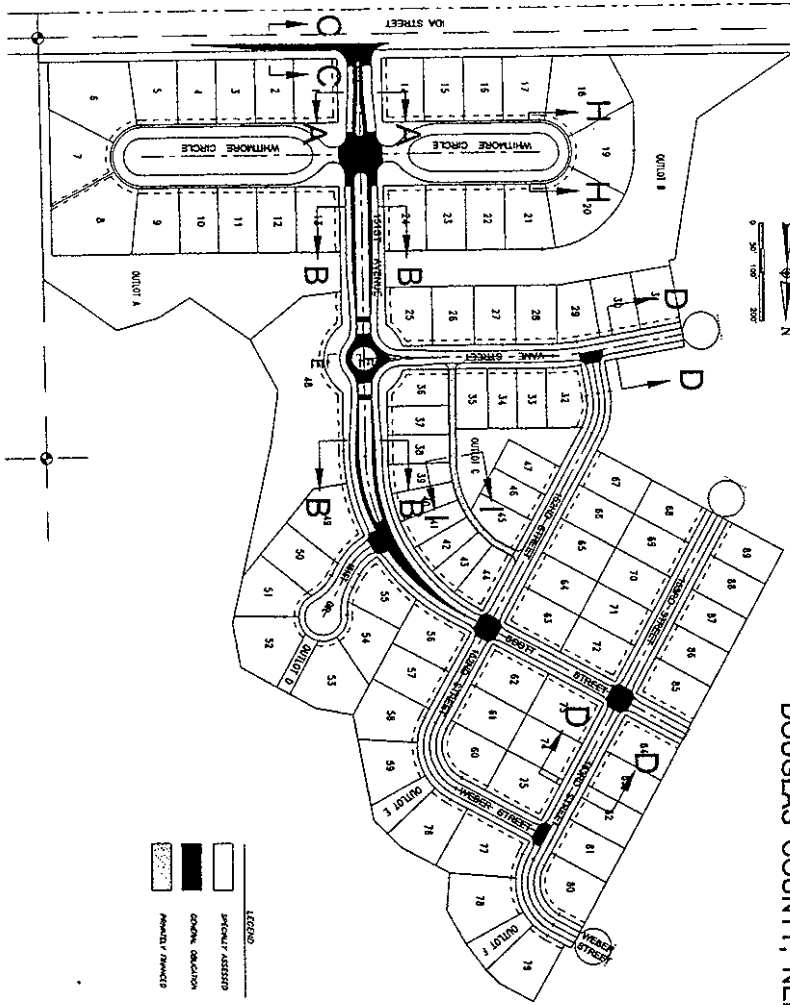
EXHIBIT "A"

THE PLAT OF THE SUBDIVISION WAS REVIEWED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, NEBRASKA, ON THIS 15th DAY OF _____, A.D. 20__.

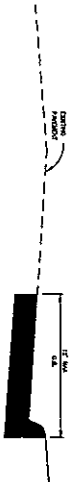
 COUNTY COMMISSIONER

WATERFORD

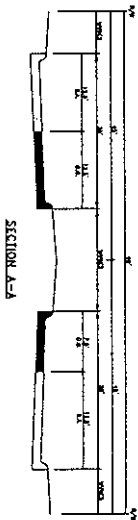
LOTS 1 THRU 89, INCLUSIVE, AND OUTLOTS A THRU F, INCLUSIVE,
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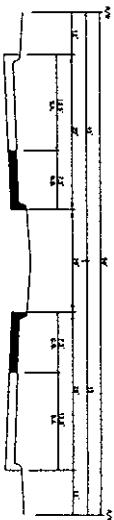
SECTION E-F



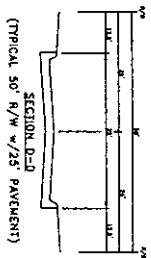
SECTION C-D



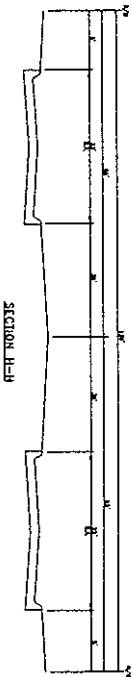
SECTION A-A



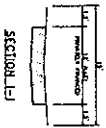
SECTION B-B



SECTION D-D
 (TYPICAL 50' R/W w/ 25' PAVEMENT)



SECTION H-I



SECTION L-J

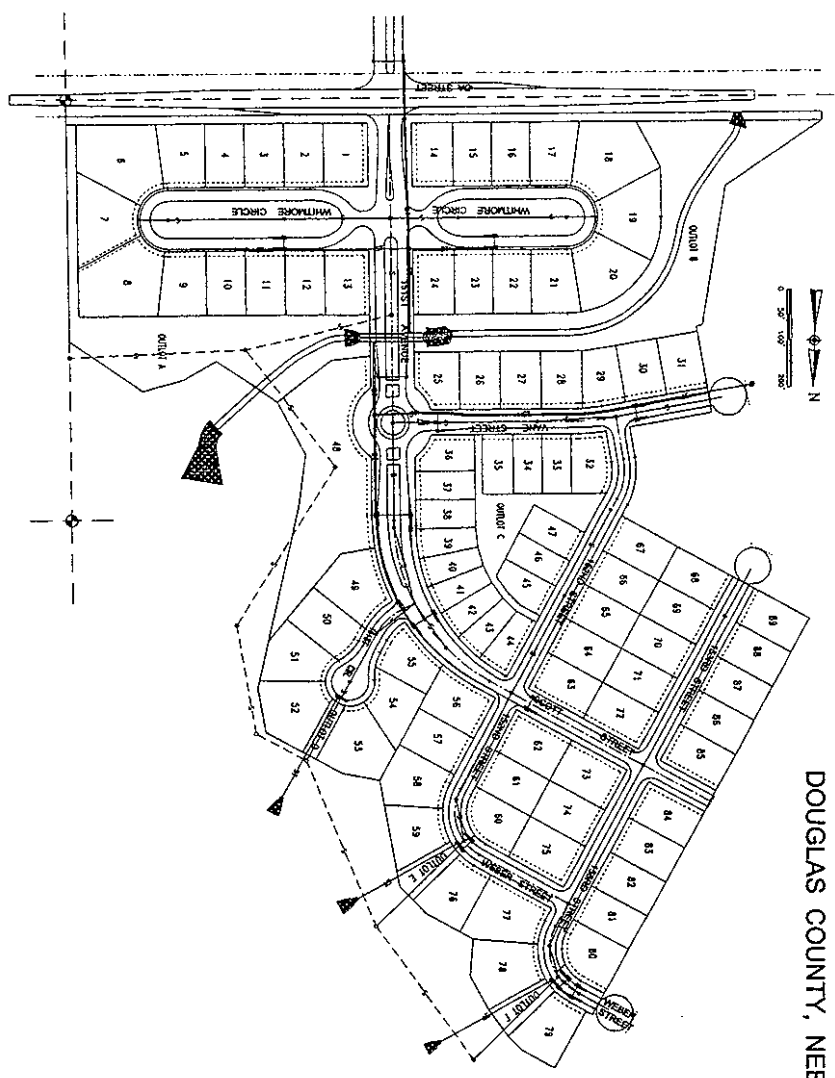
KIRKHAM & MICHAEL
 CONSULTING ENGINEERS
 1001 S. 10th St., Lincoln, NE 68502
 (402) 441-5555

EXHIBIT "B"

SHEET 1 OF 1
 04/20/2014

WATERFORD

LOTS 1 THRU 89, INCLUSIVE, AND OUTLOTS A THRU F, INCLUSIVE,
 BEING A CLUSTER SUBDIVISION
 PART OF THE SW 1/4,
 SECTION 26, T. 16N., R. 11E. OF THE 6TH P.M.,
 DOUGLAS COUNTY, NEBRASKA



KIRKHAM
MICHAEL
 CONSULTING ENGINEERS
 2105 WEST 102ND ROAD, SUITE 201A, OMAHA, NEBRASKA 68114
 (402) 491-2600

EXHIBIT "C"

SHEET 1 OF 1
 NO. 80001A

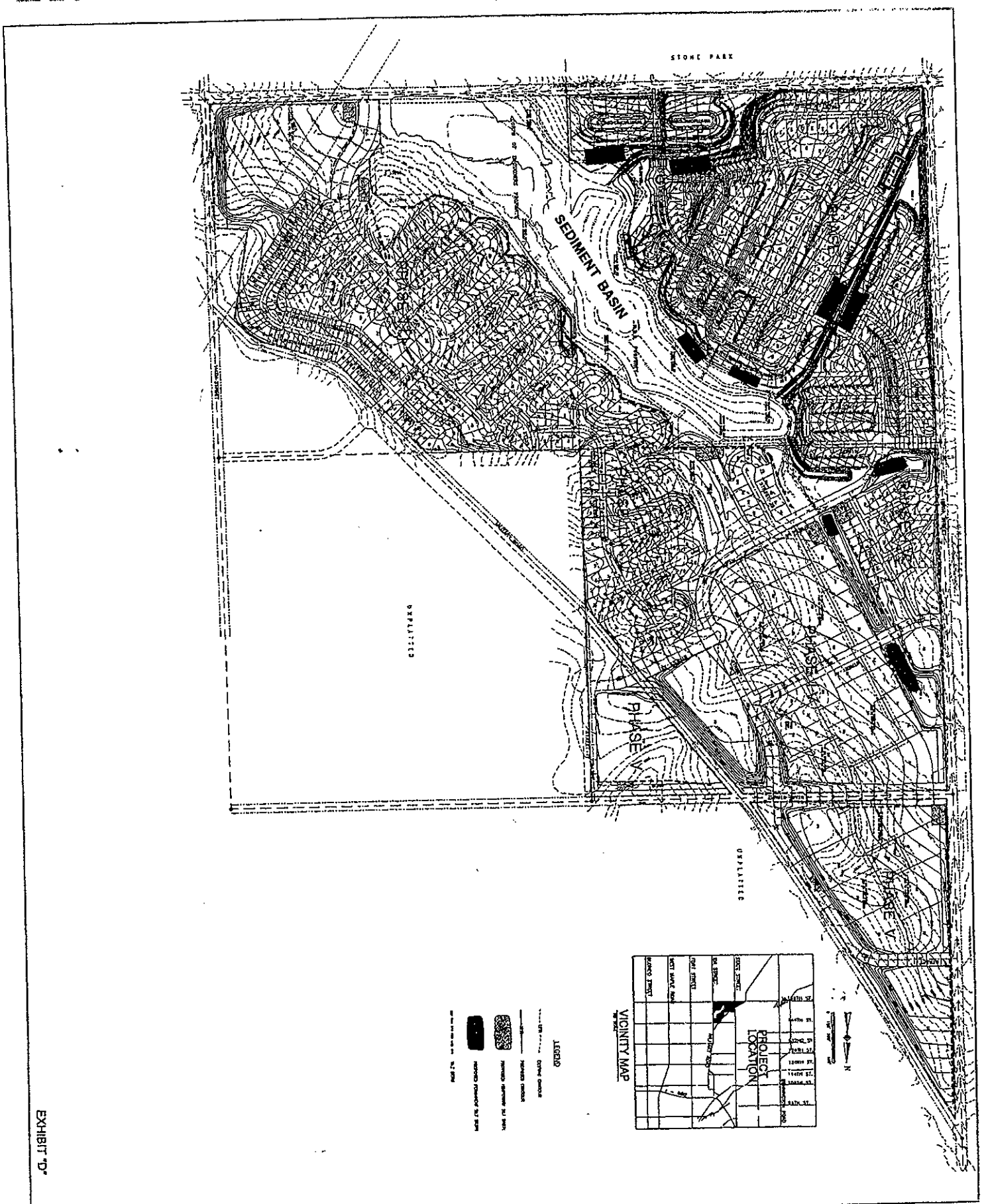


EXHIBIT "D"

26/8

PROPOSED GRADING AND EROSION CONTROL PLAN

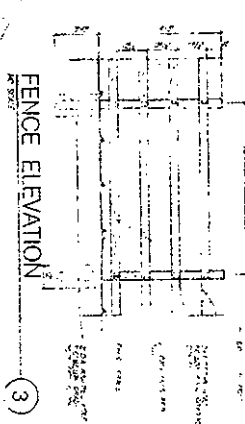
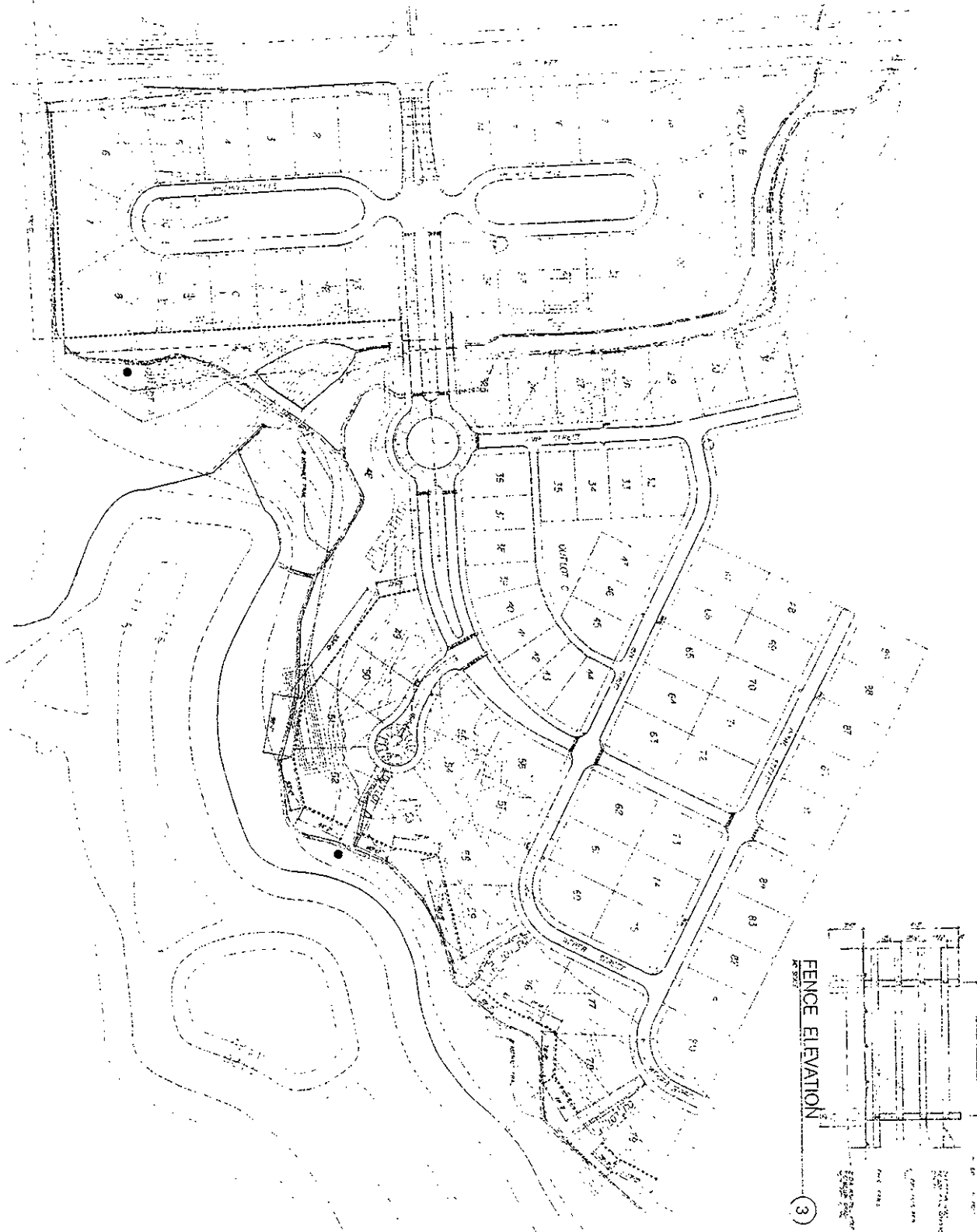
WATERFORD

DONALD COUNTY

KIRKHAM MICHAEL
CONSULTING ENGINEERS

ASPHALT TRAILS AND FENCE LOCATION PLAN

1



3

DATE NOTED 9/29
 DRAWN BY M.S.
 CHECKED BY R.S.M.
 WATERCORN DEVELOPMENT
 PHASE 1
 DEVELOPER CONNS

EXHIBIT "E"

03 /15 /00 A3

KIRKMAN MICHAEL CONSULTANTS INC.

1000 ...
 ...
 ...

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr..... September 12, 2000

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Waterford Development, LLC, proposes to build a subdivision to be known as Waterford, which will be located northeast of 156th and Ida Streets; and,

WHEREAS, Sanitary and Improvement District (S.&I.D.) 441 has been formed to build public improvements in this subdivision; and,

WHEREAS, Waterford Development, LLC, and S.&I.D. 441 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 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. 441 agrees to pay \$65,020.06 as a sewer connection fee to be used for the construction of the sewers in the Papillion Creek Watershed; and,

WHEREAS, the Subdivider has or will create the Waterford Homeowner's Association, Inc., and the Waterford Townhome 1 Association, Inc., who will own and maintain the outlots and other property within the Subdivision; 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 12, 2000

PAGE 2

THAT, the Subdivision Agreement among the City of Omaha; Sanitary and Improvement District 441 of Douglas County, Nebraska; Waterford Development, LLC; Waterford Homeowner's Association, Inc.; and Waterford Townhome 1 Association, Inc., as recommended by the Mayor, providing for the public improvements and sewer connection to the Omaha Sanitary Sewer System, is hereby approved.

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY
[Signature] 8-25-00
DATE

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By *[Signature]*
Councilmember

Adopted SEP 26 2000 7-0

[Signature]
Deputy City Clerk

Approved *[Signature]* 10/5/00
Mayor

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.

[Signature]
DEPUTY CITY CLERK
BY _____

IMPRINTED SEAL
REGISTER OF DEEDS

2485-

NO. 2127

Resolution by

Res. that the Subdivision Agreement among the City of Omaha; Sanitary and Improvement District 441 of Douglas County, Nebraska; Waterford Development, LLC; Waterford Homeowner's Association, Inc.; and Waterford Townhome Association, Inc., as recommended by the Mayor, providing for the public improvements and sewer connection to the Omaha Sanitary Sewer System, is hereby approved. The Subdivision is to be known as Waterford and is located northeast of 156th and Ida Streets.

P:\PW2\9000maf.doc

[Handwritten signature]

Presented to City Council

SEP 12 2000

*# 2485 - Over 2 weeks to 9/24/00 pursuant to City Council Resolution
SEP 26 2000 - Adopted 7-0*

Buster Brown

City Clerk

