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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



1222 138 MISC



11364 97 138-148

CORRECTED INDEMNIFICATION AGREEMENT REGARDING
SANITARY SEWER EASEMENT

This agreement is made this 12th day of September, 1997 by and between Shadow Ridge Limited Partnership a Nebraska Limited Partnership (Indemnitor) and the City of Omaha, Nebraska (Indemnitee).

WHEREAS, Indemnitor owns certain real property located in the City of Omaha, County of Douglas, Nebraska, commonly known as Shadow Ridge Golf Course legally described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Indemnitor has obtained a building permit and other appropriate authorization for the construction of a clubhouse on the subject real property;

WHEREAS, Indemnitor plans to construct a portion of the clubhouse improvement over part of the proposed sanitary sewer easement which has been granted by Indemnitor to the Indemnitee as more specifically described on the proposed Sewer Relocation Plan attached hereto as Exhibit B;

WHEREAS, Indemnitee is prepared to permit the construction of the clubhouse over the proposed sanitary sewer only if Indemnitor is prepared to indemnify and hold harmless Indemnitor from any and all liability, damages, and costs which may result in the future by reason of Indemnitor's failure to relocate the planned sanitary sewer as proposed.

THEREFORE, in consideration of one dollar and other good and valuable consideration paid by Indemnitor to Indemnitee and of the promises and covenants contained in this Indemnification Agreement. Indemnitor promises, covenants, and agrees as follows:

1. Indemnitor hereby agrees to indemnify and hold Indemnitee harmless from and against any and all liability, damages, costs, or expenses including without limitation attorneys fees and court costs which Indemnitee may incur by reason of the failure of Indemnitor to relocate the planned sanitary sewer in accordance with the Sewer Relocation Plan more specifically described on Exhibit B attached and the construction, use, and operation of the public sewer beneath Indemnitor's building.

Return: Kennedy Holland Delacy
10306 Regency Parkway Dr
Omaha, NE 68114
Attn: Carol White

11364

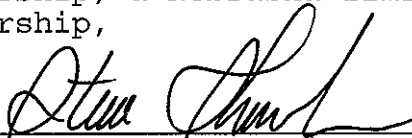
FEE 55.32 FB 00-32945
BKP Comp C/O PO COMP VP
DEL _____ SCAN _____ FV _____

2. The indemnification granted herein shall run with the land and shall be binding upon the Indemnitor and its successors and assigns.

3. Indemnitor for itself, its successors and assigns, does confirm unto the Indemnitee that the Indemnitor is the lawful owner of the fee simple interest in the subject premises and that the Indemnitor has the right and authority to enter into this agreement.

IN WITNESS WHEREOF, the Indemnitor has executed this agreement the day and year first written above.

SKS, INC., a Nebraska corporation,
General Partner of Shadow Ridge Limited
Partnership, a Nebraska limited
partnership,

By: 
Steve Shanahan, Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of September, 1997, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Steve Shanahan, Vice President of SKS, Inc., a Nebraska corporation, to me personally known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of SKS, Inc.

Witness my hand and notarial seal the day and year last above written.




Notary Public

#114406

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.

SHAW & SONS, INC. REGISTERED
- 12/12/97 -

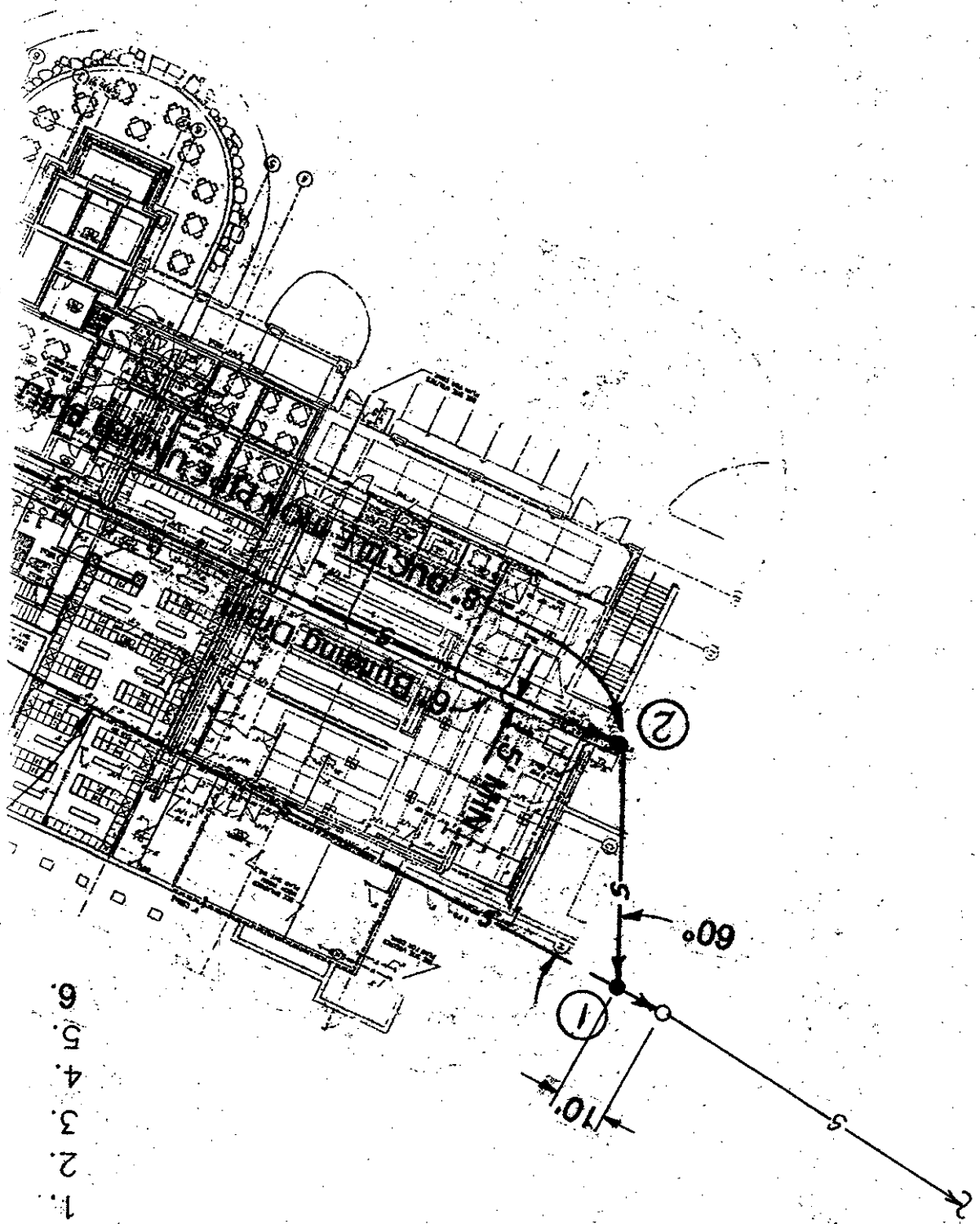
Exhibit A

Commitment No. C97-5448

Lots 270, 271, and 272, The Ridges, a subdivision in Douglas County, Nebraska;

AND

Lot 268, The Ridges, except that part of Lot 268, described as follows:
Beginning at the Southeast corner of Lot 266, The Ridges, said point also being on the North right-of-way line of Shadow Ridge Drive; thence Northerly along the East line of said Lot 266, The Ridges, on a curve to the left with a radius of 550.83 feet, a distance of 218.58 feet, said curve having a long chord which bears N 07°54'52" E (assumed bearing), a distance of 217.15 feet; thence N 03°27'14" W along said East line of Lot 266, The Ridges, a distance of 174.15 feet; thence Northwesterly along said East line of Lot 266, The Ridges, on a curve to the left with a radius of 961.31 feet, a distance of 589.91 feet, said curve having a long chord which bears N 21°02'02" W, a distance of 580.70 feet to the Northeast corner of said Lot 266, The Ridges; thence N 90°00'00" E along the Southerly line of Lot 269, The Ridges, a distance of 86.05 feet; thence S 26°09'22" E, a distance of 195.92 feet; thence S 22°31'29" E, a distance of 198.95 feet; thence S 09°15'21" E, a distance of 152.90 feet; thence S 03°05'29" E, a distance of 192.17 feet; thence S 06°42'06" W, a distance of 256.56 feet to a point on said North right-of-way line of Shadow Ridge Drive; thence Northwesterly along said North right-of-way line of Shadow Ridge Drive, on a curve to the right with a radius of 929.38 feet, a distance of 32.62 feet, said curve having a long chord which bears N 68°36'03" W, a distance of 32.62 feet; thence N 67°35'43" W along said North right-of-way line of Shadow Ridge Drive, a distance of 36.87 feet to the point of beginning.

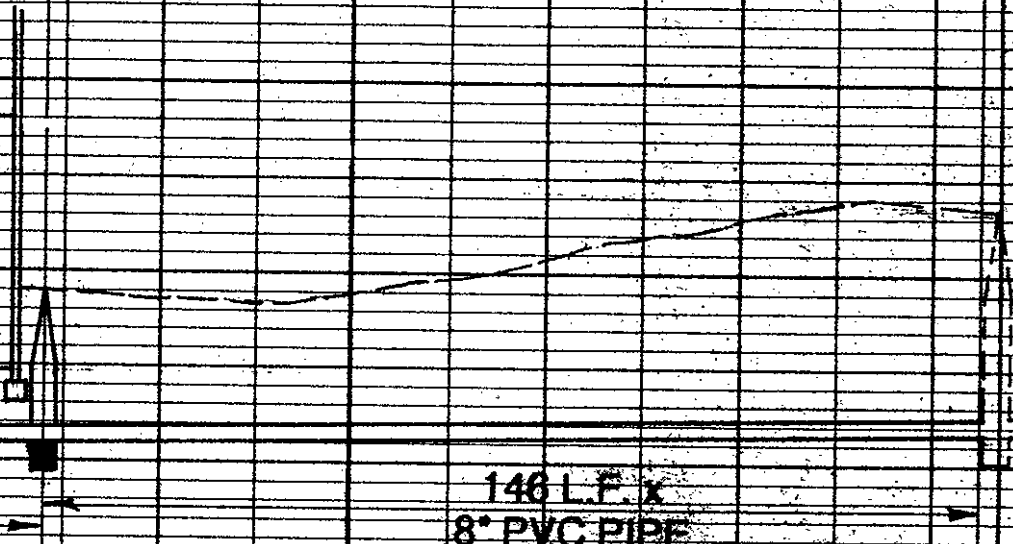


- ITEM
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

2+52

MANHOLE

3



146 L.F. x
8" PVC PIPE
@ 0.40%

1+52 F.L. = 1221.08

3+98 F.L. = 1221.66

Connect To
Existing Manhole

3

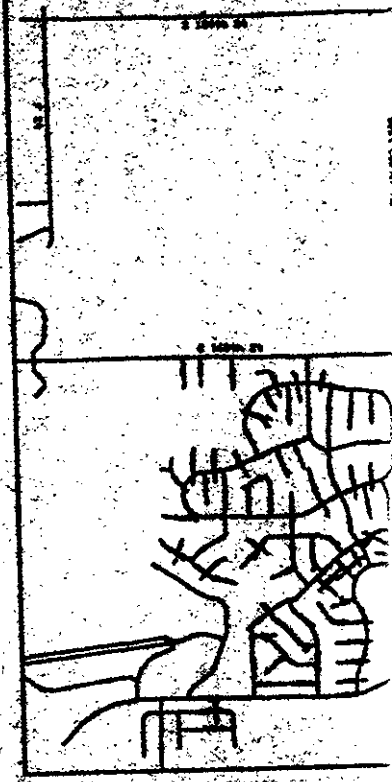
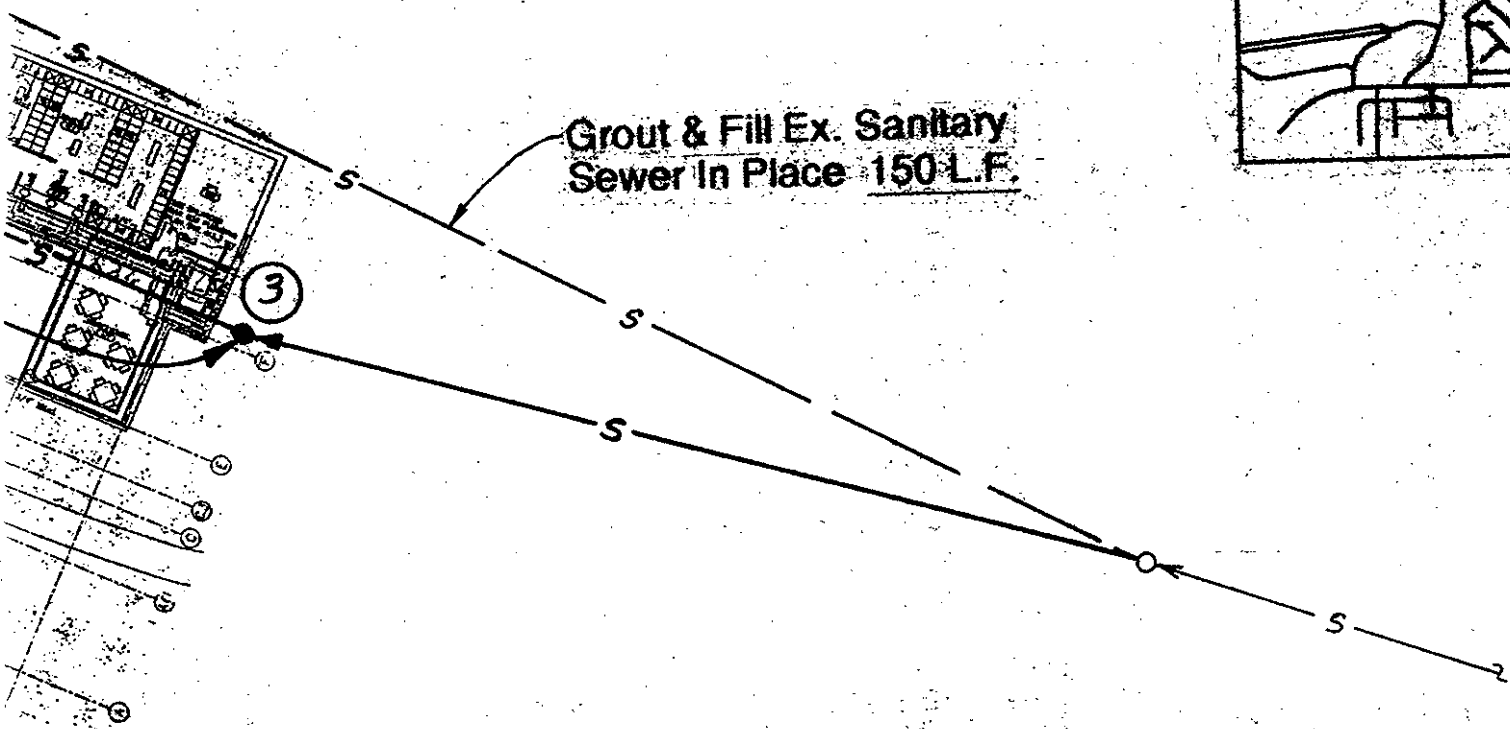
4

FILE-FULL LINE

APPROXIMATE QUANTITIES

DESCRIPTION	QUANTITY	UNIT
CL SANITARY SEWER	220	LF
CL FILL EX. SANITARY SEWER	150	LF
CL 8" DUCTILE IRON PIPE	210	LF
CL 54" I.D. MANHOLE (3)	20	VF
CL TO EX. SANITARY SEWER	1	EA
CL 8" PVC SANITARY SEWER PIPE	215	LF

Grout & Fill Ex. Sanitary Sewer
 Building Construction Area 220 L.F.



ng
xcr

0+00
Ma

0+45

MANHOLE (2)
SLANT CONNEX
BUILDING FLOOR

Main Floor FFE. = 1238.00

Lower Level FFE. = 1224.67

Bottom Of Footing Elev. = 1223.00

45 L.F. x
8" PVC PIPE
@ 0.40%

207 L.F. x 8" DUCTILE IRON PIPE
@ 0.40% UNDER BUILDING

+00 F.L. = 1220.02

+45 F.L. = 1220.20

0

1



CONSTRUCT MANHOLE

STANDARD PLATE NO. 708

NO.	STATION	V.F.	REMARKS
1	0+00.00	17.9	
2	0+45	17.0	
3	2+52	8.0	

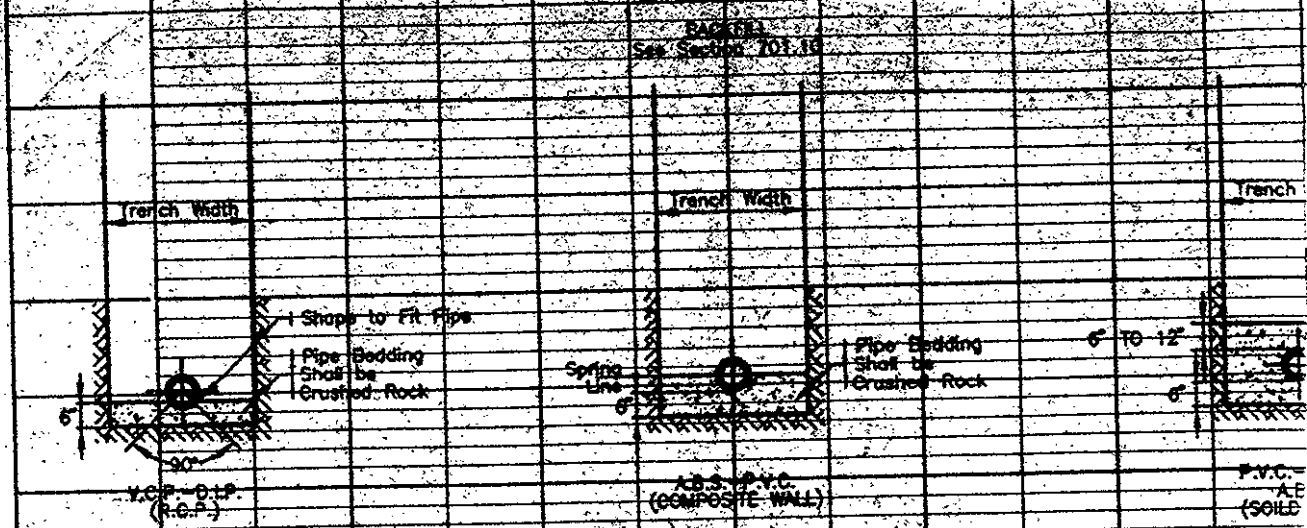
GENERAL SANITARY NOTES

- The City of Omaha Standard Specifications for Public Works Construction, 1989 Edition, and any current revisions or amendments thereto, shall apply to this construction and the Contractor shall perform in accordance therewith.
- Inspection during construction will be paid for by the Owner. The Contractor shall notify the Engineer 48 hours prior to starting construction.
- The sanitary sewer pipe may be ABS, PVC or V.C.P. material. The 6 inch (solid wall) pipe shall be ABS (SDR 23.5), PVC (SDR 23.5) or V.C.P. material. The 8 inch through 15 inch pipe shall be ABS or PVC (composite pipe), PVC (solid wall, SDR 35.0), or V.C.P. The bidder shall indicate the material to be used in the spaces provided in the Proposal.
- The Contractor shall be charged for construction stakes and lot pins destroyed by his operations.
- Crushed rock bedding shall be installed for all sanitary sewer pipe, except boring and jacking installations, in accordance with the City of Omaha Public Works Department Standard Detail for Sanitary Sewer Bedding Types.
- Concrete for precast concrete sanitary manholes shall be Class "FL 65 M", regular.
- Deflection tests shall be performed on all flexible pipe installations in accordance with Section 701.15, paragraph 3 of the Standard Specifications.
- All sewer pipe 8 inch internal diameter and larger installed under this project shall be inspected by T.V. camera by an independent sewer inspection service. The T.V. inspection will be paid for by the Owner. T.V. tape shall be compatible with VHS equipment.
- Utilities are shown as a convenience for the Contractor. The location of all aerial and underground utilities may not be indicated on these plans. Underground utilities, whether indicated or not, will be located and flagged by the utility companies at the Contractor's request. No excavation will be permitted in the area of underground utilities until all facilities have been located and identified to the satisfaction of all parties and then only with extreme care to avoid any damage to the utilities.
- This project is subject to the requirements and restrictions imposed by NPDES (National Pollutant Discharge Elimination Act). A grading permit has been issued for this project which requires certain erosion control improvements to be constructed and maintained throughout all stages of construction including terraces, silt fencing, and temporary sediment basins. The Contractor shall be responsible for prompt reconstruction of any erosion control improvements disturbed by his operations. All disturbed erosion control improvements shall be fully reconstructed at the end of each working day prior to leaving the site. Separate payment will not be made for reconstruction of any erosion control improvements and this work shall be considered subsidiary to those items for which payment is made.
- Compaction requirements for this project shall be as follows: The top 4' of the sanitary sewer trench shall be compacted to 95% maximum dry density as determined by the Standard Method with moisture limits of -3% to +5% optimum. The depth of the trench below 4' OR the entire trench for areas outside of street right-of-way shall be compacted to 90% maximum dry density as determined by the Standard Method with moisture limits of -4% to +6% of optimum moisture content.
- The Contractor is hereby referred to Subsection 104.07 of the Standard Specifications relative to cleaning of the work. The final estimate will not be processed until the Contractor has satisfactorily cleaned and flushed the work area of all rubbish, excess material, mud and debris, and all parts of the work area are left in a neat and presentable manner. All disturbed right-of-way areas shall be restored to a level and smooth section prior to acceptance of the work.
- The following Standard Plates on file at the City of Omaha Public Works Department shall govern for this construction:

Detail of Manhole	Standard Plate No. 708
Detail of Cast Iron Manhole Ring	
Cover and Steps (Solid Cover)	Standard Plate No. 709
Concrete Collar - Sewer Tap	Standard Plate No. 723

DATE				
BY				
SURVEYED				
PLOTTED				
ALIGNMENT CHECKED				
RT. OF WAY CHECKED				
PLAN				
NOTE BOOK				
No.				

PROFILE	SURVEYED	DATE
	PLOTTED	BY
NOTE BOOK	GRADES CHECKED	
	B.M.'s NOTED	
No.	STRUCTURE NOTATIONS CHECKED	



SANITARY SEWER BEDDING TYPES
CITY OF OMAHA PUBLIC WORKS STANDARD DETAIL

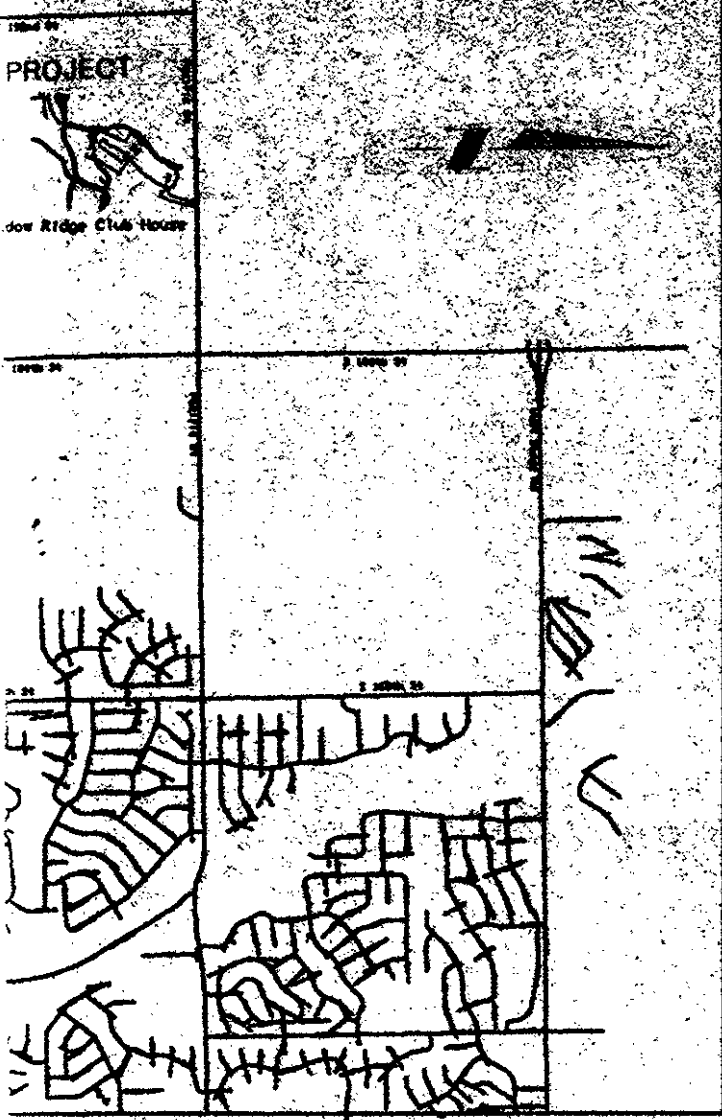
NOTES

1. Crushed Rock for Pipe Bedding Shall Conform to the Requirements of Section 1013 and the Gradations Shall Conform to Section 1035.00.
2. The Cost of Crushed Rock for Pipe Bedding as Shown Shall be Subsidiary to the Cost of the Pipe. If Unstable Trench Bottom Subgrade Conditions are Encountered, Then the Installation of Additional Crushed Rock for Bedding Shall Conform to Section 701.00. Payment for Crushed Rock for Pipe Bedding for Unstable Trench Bottom Subgrade Conditions Shall be Made at \$12.00 per Ton.
3. Geotextile Fabric When Specified Shall be IRVIRA 1115, MIRAFI 140N or S, TYPAR 3401 or SUPAC 40P or Approved Equal.

1230

1220

1210



UTILITY MAP
NO SCALE

EXHIBIT
B

CALL BEFORE YOU DIG

CALL COVERS ALL 344-3565

UTILITIES COORDINATING COMMITTEE

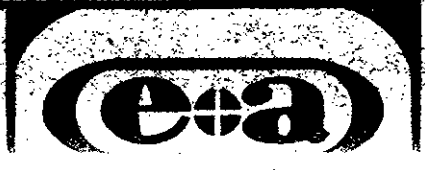
[Handwritten signatures]

DATE **9-4-97**

**SHADOW RIDGE CLUBHOUSE
UTILITY SEWER RELOCATION**

RN 5499

A CONSULTING GROUP



Horiz. 1 50
Vert. 1" = 10'

1230

1220

1210

REV. 9-4-97

**Project No. 97035
Sheet 1 of 1**