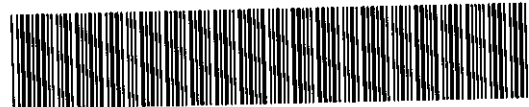


BK 1389 PG 356-377



MISC 2001 10257

REGISTER OF DEEDS  
TOWNSHIP COUNTY, PA

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MISC <sup>22</sup>/<sub>24</sub> F<sup>00</sup>

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 OC-32942 - Rep 2  
 FEE 122 FB OC-32932 - Rep 1  
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 DEL \_\_\_\_\_ SCAN CR FV \_\_\_\_\_

Res # 330/

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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



City of Omaha  
Hal Daub, Mayor

Honorable President


and Members of the City Council,

The attached Resolution approves the Subdivision Agreement between Lanoha-Center Development, Inc., Ridgeview Commercial Association, Sanitary and Improvement District (S.&I.D.) 450 of Douglas County, Nebraska, and the City of Omaha. This Subdivision Agreement covers the public improvement of Ridgeview, a subdivision located Southwest of 180<sup>th</sup> Street and West Center Road.


This Subdivision Agreement stipulates which public improvements will be built by S.&I.D. 450, those which will be paid for by special assessment, and those to be paid for by General Obligation of S.&I.D. 450. The estimated total cost of improvements is \$4,247,500.00 of which \$2,637,900.00 will be paid by General Obligation. If S.&I.D. 450 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, P.E.  
Director  
11/22/99  
Date


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

  
Robert C. Peters  
Acting Planning Director  
11-22-99  
Date

Approved as to Funding:

  
Louis A. D'Ercole  
for Finance Director  
11/22/99  
Date

Approved:

  
Larry N. Foster, Acting Director  
Parks, Recreation and Public Property  
11/22/99  
Date

Referred to City Council for Consideration:

  
Mayor's Office/Title  
11/23/99  
Date

(L)

RIDGEVIEW

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of December, 1999, by and between LANOHA-CENTER DEVELOPMENT, INC., a Nebraska corporation (hereinafter referred to as "Subdivider"), RIDGEVIEW COMMERCIAL ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred to as "Association"), SANITARY AND IMPROVEMENT DISTRICT NO. 450 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 has or will create the Ridgeview Commercial Association consisting of property owners of Lots 1 through 20 of Ridgeview; 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 same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

B. "Property benefitted" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitute building sites. Outlots A, B and C 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 prepared by Kirkham, Michael & 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 & 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 prepared by Kirkham, Michael & Associates, a copy of which is attached hereto 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 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 or adjacent to 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) 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.

(3) Sidewalks shall be installed in 180<sup>th</sup> Street and West Center Road (if approved by the State Department of Roads) with the widening projects.

## 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 benefitted within the area to be developed, except for street intersections and certain extra-width and major street paving may be a general obligation, as indicated in Exhibit "B". Grading or paving of major streets may be a general obligation. The District shall pay the State Department of Roads the costs to install the left turn bays to service the subdivision. This payment is estimated to be \$75,000.00 and will be made to the State via an Interlocal Agreement when West Center Road is improved.

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 benefitted within the area to be developed, provided,

(1) Connection charges paid to other sanitary and improvement districts shall be special 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 channel improvements, storm sewers and appurtenances together with the construction of the water quality basins (as required by the Corps of Engineers) and check dams (as required by the Corps of Engineers) may be a general obligation of the District. The permanent sedimentation basins shall be constructed by the Subdivider. The maintenance of permanent sedimentation and water quality basins (as required by the Corps of Engineers) may be funded through the general fund or maintenance fund of the District.

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 benefitted 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.

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

J. The erosion control plan to be submitted to NDEQ and the 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 engineers 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 contract 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.

### 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. Outlots A, B and C are not building sites and will not have special assessments levied against them.

C. The District shall provide the following information to the City Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

(1) A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.

(2) A plat of the area to be assessed.

(3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

(a) The amount paid to the contractor.

(b) A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees and bond fees.

(c) A special itemization of all costs of the District not itemized in (a) and (b) above.

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

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

## SECTION VI

A. The District agrees to annually levy a minimum ad valorem property tax levy 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 1 of each year following the issuance of district bonds, the District's fiscal agent will deliver to the City Finance Director for review and approval a cash flow projection by year for a fifteen (15) year period. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, 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 projection.

## 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, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect connection charges for such connections.

D. At all times all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City 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 any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of any 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 the fee in the amount of \$276,256.83, for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

Lot 1, Ridgeview ( <i>commercial lot</i> ) 3.635 acres @ \$3,878.16 per acre	=	\$ 14,097.11
Lot 2, Ridgeview ( <i>commercial lot</i> ) 21.171 acres @ \$3,878.16 per acre	=	\$ 82,104.53
Lot 3, Ridgeview ( <i>commercial lot</i> ) 1.320 acres @ \$3,878.16 per acre	=	\$ 5,119.17
Lot 4, Ridgeview ( <i>commercial lot</i> ) 0.352 acres @ \$3,878.16 per acre	=	\$ 1,365.11
Lot 5, Ridgeview ( <i>commercial lot</i> ) 1.462 acres @ \$3,878.16 per acre	=	\$ 5,669.87
Lot 6, Ridgeview ( <i>commercial lot</i> ) 1.005 acres @ \$3,878.16 per acre	=	\$ 3,897.55
Lot 7, Ridgeview ( <i>commercial lot</i> ) 1.240 acres @ \$3,878.16 per acre	=	\$ 4,808.92
Lot 8, Ridgeview ( <i>commercial lot</i> ) 0.960 acres @ \$3,878.16 per acre	=	\$ 3,723.03
Lot 9, Ridgeview ( <i>commercial lot</i> ) 0.959 acres @ \$3,878.16 per acre	=	\$ 3,719.15
Lot 10, Ridgeview ( <i>commercial lot</i> ) 1.086 acres @ \$3,878.16 per acre	=	\$ 4,211.68
Lot 11, Ridgeview ( <i>commercial lot</i> ) 0.985 @ \$3,878.16 per acre	=	\$ 3,819.99
Lot 12, Ridgeview ( <i>commercial lot</i> ) 0.975 acres @ \$3,878.16 per acre	=	\$ 3,781.21
Lot 13, Ridgeview ( <i>commercial lot</i> ) 0.918 acres @ \$3,878.16 per acre	=	\$ 3,560.15
Lot 14, Ridgeview ( <i>commercial lot</i> ) 0.918 acres @ \$3,878.16 per acre	=	\$ 3,560.15
Lot 15, Ridgeview ( <i>commercial lot</i> ) 1.377 acres @ \$3,878.16 per acre	=	\$ 5,340.23

Lot 16, Ridgeview ( <i>commercial lot</i> ) 1.440 acres @ \$3,878.16 per acre	=	\$ 5,584.55
Lot 17, Ridgeview ( <i>commercial lot</i> ) 12.145 acres @ \$3,878.16 per acre	=	\$ 47,100.25
Lot 18, Ridgeview ( <i>commercial lot</i> ) 7.959 acres @ \$3,878.16 per acre	=	\$ 30,866.27
Lot 19, Ridgeview ( <i>commercial lot</i> ) 7.742 acres @ \$3,878.16 per acre	=	\$ 30,024.71
Lot 20, Ridgeview ( <i>commercial lot</i> ) 3.585 acres @ \$3,878.16 per acre	=	\$ 13,903.20
Outlot A, Ridgeview ( <i>green area</i> ) 0.498 acres **EXEMPT**	=	-0-
Outlot B, Ridgeview ( <i>green area</i> ) 0.385 acres **EXEMPT**	=	-0-
Outlot C, Ridgeview ( <i>green areas</i> ) 0.559 acres **EXEMPT**	=	-0-

If such areas are replatted or the use of such 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 or real estate or levied as a Special Assessment in the amount as shown in Section IX-A prior to the time of 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. Outlots A, B and C shall be owned by the District as dedicated drainage/water quality basins.

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

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

E. The Erosion Control Plan between the Subdivider and PMRNRD is attached hereto and incorporated herein as Exhibit "D." Costs for erosion control shall be paid by Subdivider.

PMRNRD must approve said plan prior to City Engineer's second signature. All basins are to remain in place until seventy-five percent (75%) of the lots that drain into the basin are fully developed.

F. Subdivider and City agree that 180<sup>th</sup> Street south of West Center Road shall be constructed to its ultimate design criteria; the final design for such project shall be agreed to by the Developer and Douglas County consistent with the preliminary design previously developed by such parties. Further, City shall, on a best efforts basis, require a minimum contribution of One Hundred Thousand and no/100 Dollars (\$100,000.00) from the southeast corner of 180<sup>th</sup> and Center Street by a subdivision now known as Legacy toward the construction of the ultimate 180<sup>th</sup> Street improvements.

G. The permanent water quality plan as approved by the Parks Department is attached as Exhibit "E."

H. The 60° parking areas in Wright Street right-of-way are for the benefit of the public and the businesses in the area; all maintenance of these stalls including crack sealing, panel replacement, sweeping, snow removal, etc. shall be provided by the Association.

I. If the area north of West Center Road is granted an access point at 183<sup>rd</sup> Street and/or at 186<sup>th</sup> Street, the District agrees to reduce the median width to four foot (4') wide to align the left turn bays.

J. Binding Effect. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and run with the land.

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

ATTEST:  
[Signature]  
City Clerk Date 12/27/99

CITY OF OMAHA  
By [Signature]  
Mayor Date 12/27/99

ATTEST:  
[Signature]  
Clerk Date 11/18/99

SANITARY AND IMPROVEMENT DISTRICT  
NO. 450 OF DOUGLAS COUNTY, NEBRASKA  
By [Signature]  
Chairman Date 11/18/99

ATTEST:  
[Signature]  
Secretary Date 11/18/99

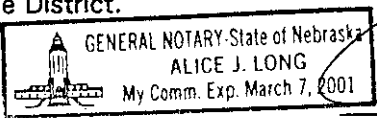
LANOHA-CENTER DEVELOPMENT, INC.,  
a Nebraska corporation  
By [Signature]  
President Date 11/18/99

RIDGEVIEW COMMERCIAL ASSOCIATION  
By [Signature]  
Title Date 11/18/99

APPROVED AS TO FORM:  
[Signature]  
ASSISTANT CITY ATTORNEY Date 11/22/99

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

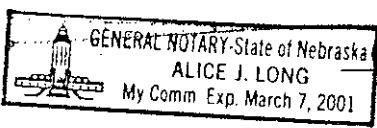
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1999, by David F. Lanoha, Chairman, and Patricia A. Sorensen, Clerk, of Sanitary and Improvement District No. 450 of Douglas County, Nebraska, a Nebraska political subdivision, on behalf of the District.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

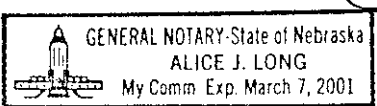
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1999, by David F. Lanoha, President and Secretary, of LANOHA-CENTER DEVELOPMENT, INC., a Nebraska corporation, on behalf of the corporation.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1999, by David F. Lanoha, President of Ridgeview Commercial Association, a Nebraska not-for-profit corporation, on behalf of the Association.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



THE RIDGES REPLAT II  
R. 4

THE RIDGES REPLAT II  
D.R.

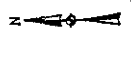
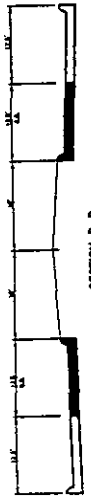
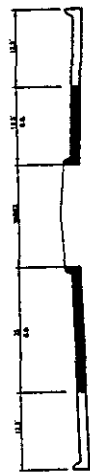
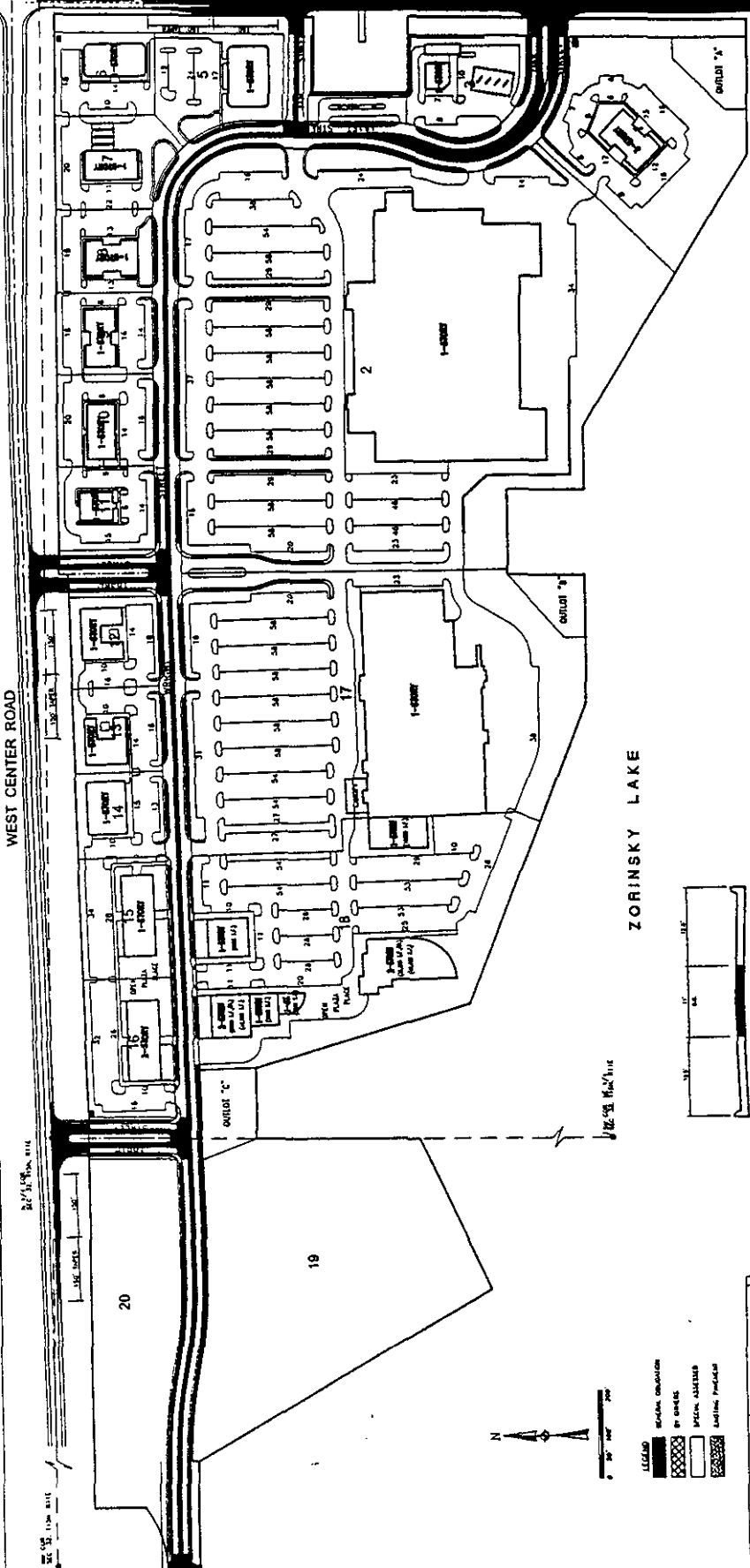
WEST VIEW RIDGE  
R. 4

WEST CENTER ROAD

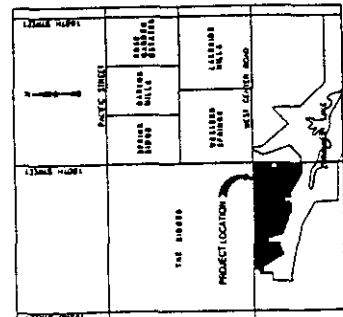
180TH STREET  
UNPLATTED

ZORINSKY LAKE

Exhibit "B"



- LEGEND**
- SECTION ORIENTATION
  - DRIVE
  - ACCESS
  - UTILITY

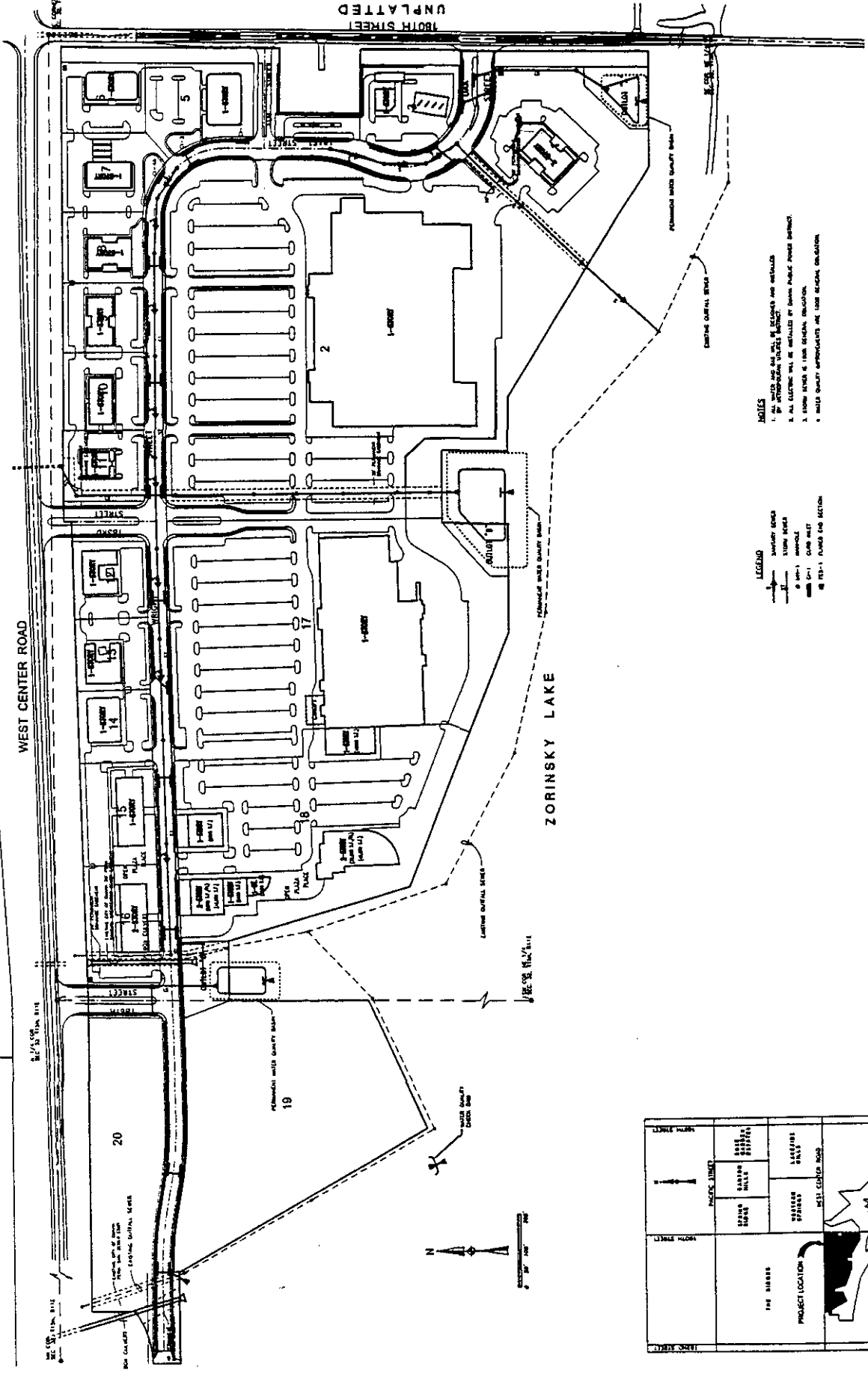




UNPLATTED  
180TH STREET

WEST CENTER ROAD

ZORINSKY LAKE

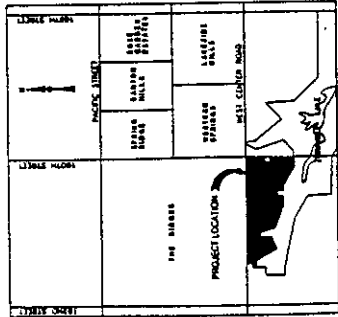


**NOTES**

1. ALL UTILITIES AND EASEMENTS ARE SHOWN AS PER RECORD PLANS AND FIELD SURVEY.
2. ALL UTILITIES WILL BE INSTALLED BY OWNER PUBLIC POWER DISTRICT.
3. EASEMENTS ARE TO BE SHOWN ON FINAL PLANS.
4. ALL UTILITIES APPROXIMATELY ARE TO BE SHOWN ON FINAL PLANS.

**LEGEND**

- UTILITY EASEMENT
- UTILITY LINE
- 1" = 10' SCALE
- 1" = 1" SCALE
- 1" = 1" SCALE
- 1" = 1" SCALE
- 1" = 1" SCALE

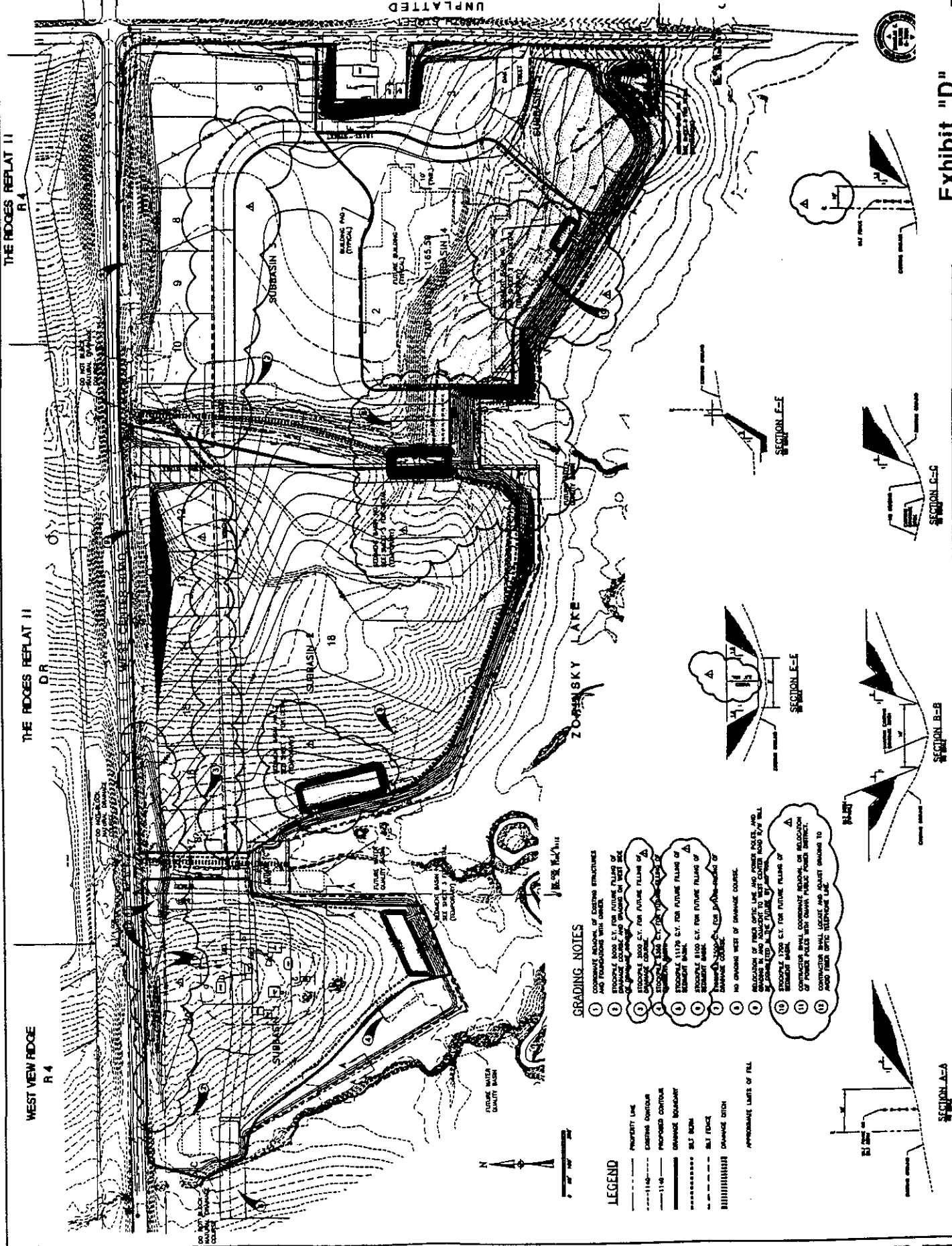


**Exhibit "C"**



SCALE: 1" = 100'

VICINITY MAP

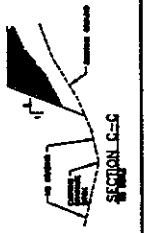
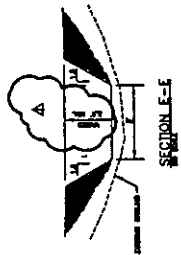
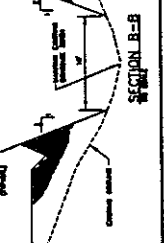
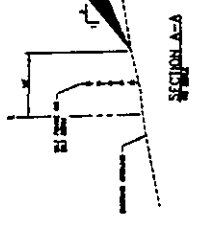


- LEGEND**
- PROPERTY LINE
  - GRADING CONTOUR
  - PROPOSED CONTOUR
  - EROSION CONTROL
  - DRAINAGE BOUNDARY
  - S&T BENCH
  - S&T FENCE
  - DRAINAGE DITCH

**GRADING NOTES**

1. CORRECTIVE RELIEF OF EXISTING STRUCTURES AND TERRAIN TO BE MAINTAINED.
2. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
3. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
4. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
5. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
6. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
7. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
8. NO GRADING WEST OF DRAINAGE COURSE.
9. RELIEF OF FILLER OF FILL AND OTHER FILL, AND TO BE MAINTAINED AS FILL.
10. EXISTING 3000 C.T. FOR FUTURE FILLING OF EXISTING DRAINAGE COURSE.
11. CONTRACTOR SHALL CORRECT RELIEF ON RELIEF OF POWER POLES WITH OWNERS PUBLIC POWER DISTRICT.
12. CONTRACTOR SHALL LOCATE AND ADJUST OWNERS AND THEIR OPTIC TELEPHONE LINE.

APPROXIMATE LINES OF FILL



SECTION E-E

SECTION C-C

SECTION B-B

SECTION A-A

Exhibit "D"

# CITY OF OMAHA

## LEGISLATIVE CHAMBER

Omaha, Nebr..... 19.....

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Lanoha-Center Development, Inc., proposes to build a subdivision to be known as Ridgeview which will be located Southwest of 180<sup>th</sup> Street and West Center Road; and,

WHEREAS, Sanitary and Improvement District (S.&I.D.) 450 has been formed to build public improvements in this subdivision; and,

WHEREAS, Lanoha-Center Development, Inc., and S.&I.D. 450 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. 450 agrees to pay \$276,256.83 as a sewer connection fee to be used for the construction of the sewers in the Papillion Creek Watershed; and,

WHEREAS, Lanoha-Center Development, Inc., has or will create the Ridgeview Commercial Association who will be responsible for on-going maintenance of the private improvements constructed 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..... 19.....

PAGE 2

THAT, the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District 450 of Douglas County, Nebraska and Lanoha-Center Development, Inc., Ridgeview Commercial Association, 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]* 11/22/99  
Assistant CITY ATTORNEY DATE

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**IMPRINTED SEAL  
REGISTER OF DEEDS**

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]*  
CITY CLERK  
BY

By *Paul Q. Koneck*  
Councilmember

Adopted DEC 21 1999 6-0

*[Signature]*  
City Clerk

Approved *[Signature]* 12/27/99  
Mayor

3179-

NO. 3301

Resolution by .....

Res. that the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District 450 of Douglas County, Nebraska and Lanoha-Center Development, Inc., Ridgeview Commercial Association, 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 Ridgeview and is located Southwest of 180<sup>th</sup> Street and West Center Road..

P:\PW\17912maf.doc

18-

Presented to City Council

NOV 23 1999 19  
#3179 - Over 4 weeks to 12/21/99 pursuant to City Council Rule III A

DEC 21 1999 - Adopted 6-0

Buster Brown

City Clerk

67

