

CITY OF OMAHA

COUNCIL CHAMBER

BOOK

632 PAGE 506

16-15-12

Omaha, Nebr. April 29, 1980

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Pinetree Development Company proposes to build a Subdivision, Pinetree Addition, which will be located in an area between 102nd Street and Interstate No. 680 from Blondo Street to Hamilton Street; and,

WHEREAS, Pinetree Development Company wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by Pinetree Development Company within the area to be developed; and,

WHEREAS, the parties wish to agree upon the manner which public improvements will be built by Pinetree Development Company and to clarify the responsibilities of the parties in building and maintaining the improvements in the subdivision; and,

WHEREAS, the entire cost of improvements made in this Development will be paid by the Subdivider with the exception of storm sewer construction and intersection work. This work and related engineering costs will be reimbursed to the Subdivider upon completion of the work in an amount not to exceed \$67,200.00. The actual amounts and funding will be provided at the time when approval of the paving and storm sewer construction is requested; and,

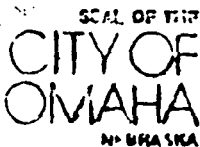
WHEREAS, an Agreement has been prepared setting forth all the provisions mentioned above.

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

THAT, the Mayor is authorized to sign and the City Clerk is authorized to attest the Agreement between the City of Omaha and Pinetree Development Company providing for the public improvements and sewer connections to the Omaha sewer system.

APPROVED AS TO FORM:

N/18:7C10:55



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

By Jim Rorick Councilman

BY

Mary Guller-Powers
CITY CLERK

Adopted APR 29 1980

Mary Guller-Powers
City Clerk

Approved

Paul Herzog
Mayor

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT, made this 29 day April, 1980 by and between PINETREE DEVELOPMENT COMPANY, a Nebraska Corporation, (hereinafter referred to as "Subdivider"), and the City of Omaha (hereinafter referred to as "City").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto known as Exhibit "A" (herein referred to as the "Property"); and,

WHEREAS, the Subdivider proposes to build public improvements on a portion of the Property; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Property to the sewer system of the City; and,

WHEREAS, the Subdivider and the City desire to agree on how the public improvements in the Property will be installed and allocate the expense for such improvements.

NOW, THEREFORE, in consideration of the foregoing and other covenants herein made, the following is agreed between the parties hereto:

THAT, Subdivider covenants that the Subdivider shall, contemporaneously with the filing of the final plat, present to the City Engineer 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 Subdivider shall also provide and deliver to the City written confirmation from a bonafide financial institution indicating financial commitments for the installation of the improvements set forth herein:

1. Public Improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed in the Property, i.e. storm sewer, sanitary sewer, and paving of public streets. All such improvements must receive the approval of the Public Works Department of the City.
2. Water, Gas and Electrical Power. The Subdivider agrees to enter into an agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the Property, and into an agreement with the Omaha Public Power District for power lines to be installed in the Property. (Copies of all agreements with the Omaha Public Power District and the Metropolitan Utilities District will be provided to the City within four months from the date of execution of this agreement.
3. Payment for the Improvements. The Subdivider shall pay the cost of the improvements, as well as all charges by the Metropolitan Utilities District for water and gas lines and by the Omaha Public Power District for underground electrical services or overhead power, except street intersections, storm sewers, and extra width paving approved by the City which cost shall be paid by the City as indicated on the attached Exhibit "B". The amount to be paid by the City shall be determined on an as-built unit cost basis plus a maximum twelve percent administrative charge for design, engineering, and administration of the installation of the street intersection, storm sewer and extra width paving improvements.

Subdivision Agreement - Pinetree Development Company and City of Omaha
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The estimated costs of the reimbursable construction costs are as follows:

Street Intersection -----	\$ 17,000
Storm Sewer -----	\$ 36,000
Extra Width Payment -----	\$ 7,000
Engineering 12% -----	\$ 7,200
Total -----	\$ 67,200

In no case, however, shall the amount to be reimbursed exceed \$68,000. The total amount to be reimbursed by the City of Omaha shall be paid to the Subdivider on or before April 1, 1982.

4. Sidewalks. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider according to the following schedule:
 - (1) Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65 percent of the abutting footage on such side have been developed. A lot shall be developed for purposes of this section when a dwelling has been constructed on the lot.
 - (2) Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather permits.
 - (3) In any event, all sidewalks shall be constructed upon both sides of all public streets within three years of the recording of the Subdivision.
5. Right to Connect to City Sewer System. The City hereby acknowledges that it has given the Subdivider the right to connect its sanitary sewer system to the City sanitary sewer system, subject to obtaining proper permits.
6. Binding Effect. This Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.
7. Non-Discrimination. Neither the Subdivider nor the City shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of Federal or State laws or Local Ordinances.

Subdivision Agreement - Pinetree Development Company and the City
of Omaha
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ATTEST:

CITY OF OMAHA (City)

SEAL OF THE
CITY OF
Marilyn Halligan
CITY CLERK

Healey 5/1/80
MAYOR DATE

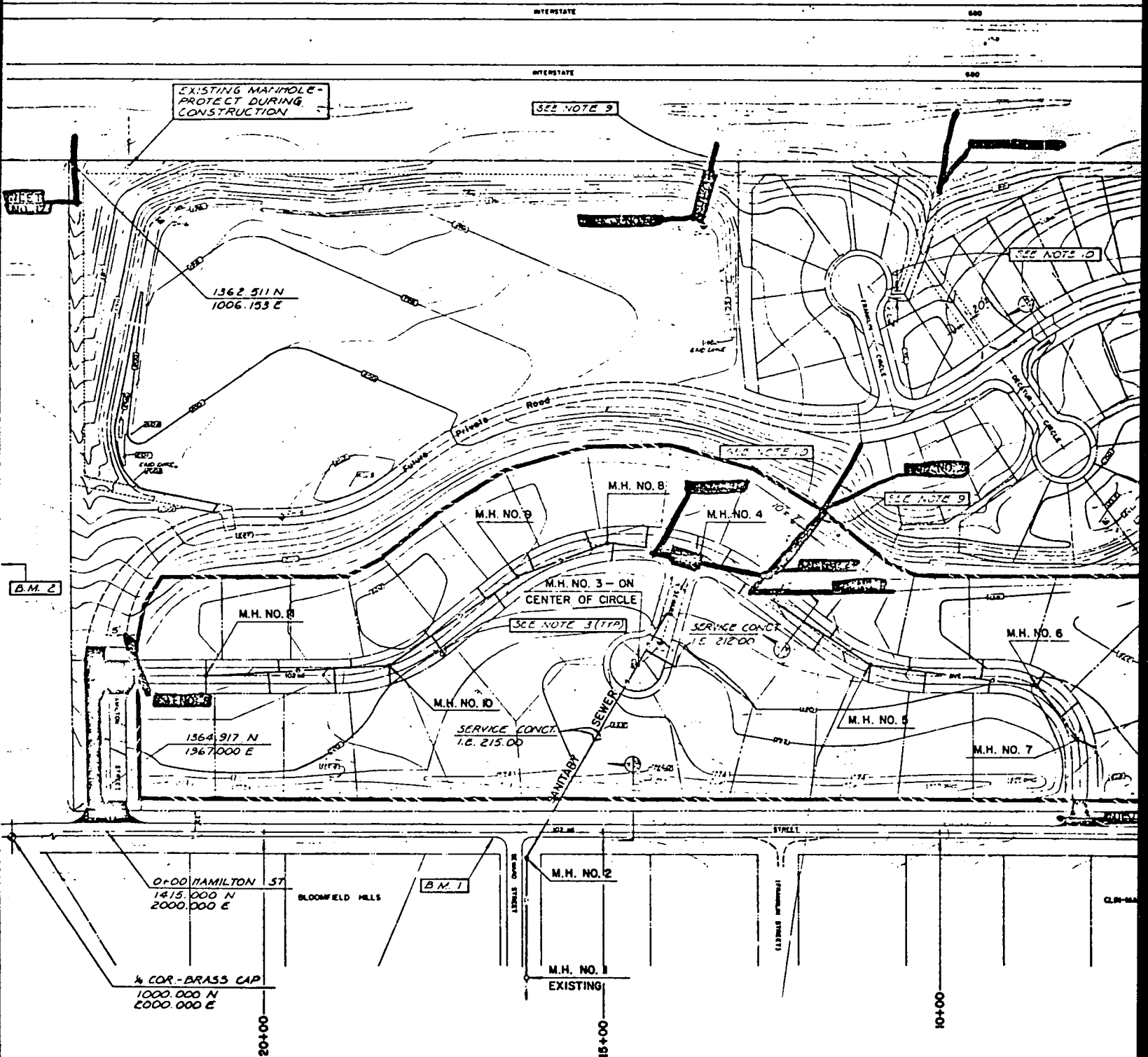
APPROVED AS TO FORM:

PINETREE DEVELOPMENT COMPANY
(A Nebraska Corporation (Subdivider))

as: Robert L. Hume
CITY ATTORNEY Vice

Robert L. Hume
PRESIDENT DATE 4-23-80

1. TOP OF 'O' IN WORD OPEN
OF ICE RD & SEWARD STREET
2. EAST CORNER OF CONCRETE
OF WESTROADS RACQUET



LEO ADALY

PLANNING

PINETREE SUBDIVISION
PAVEMENT AND SEWERS
OMAHA - DOUGLAS COUNTY, NEBRASKA

DATE	FILE NO.	DESIGNED	DRAWN	CHECKED
1-15-80	042179-1	D.C.S.	J.A.V.	E.F.C.
DATE	REVISIONS			



-NOTES-

1. FOR LAYOUT OF 102ND AVE SEE SHEET 3.
2. FOR LAYOUT OF THE SANITARY SEWER SEE SHEET 5.
3. FOR LOCATION OF SANITARY SEWER SERVICE CONNECTIONS SEE SCHEDULE ON SHEET 5.
4. A SUBSOIL INVESTIGATION REPORT IS AVAILABLE FOR REVIEW AT THE OFFICE OF THE ENGINEER.
5. SAVE AND PROTECT EXISTING TREES ALONG 102ND STREET.
6. CONTRACTOR TO PROVIDE ALL CONSTRUCTION STAKING.
7. FOR LOCATION OF STORM SEWERS SEE SHEET 6.
8. OVERALL SITE GRADING BY OTHERS.
9. THE CONTRACTOR SHALL COORDINATE WITH THE SITE GRADING CONTRACTOR. THE SITE GRADING CONTRACTOR WILL NOT PLACE THE FILL IN THE AREA OF THE STORM SEWER FROM C.I. NO. 2 THROUGH M.H. NO. 3 OR AT SITE SECTION 13+50 AND 1-680 UNTIL THE SEWERS ARE IN AND BACKFILLED TO NATURAL GROUND LINE. THE CONTRACTOR SHALL COMPLETE THESE SEWERS AS THE FIRST ITEMS ON THE CONSTRUCTION SCHEDULE TO ALLOW THE SITE GRADING CONTRACTOR TO COMPLETE THE GRADING. ALL OTHER SEWERS CAN BE CONSTRUCTED AFTER SITE GRADING.
10. SWALE TO ACCOMMODATE 100 YEAR STORM OVERFLOW.
11. FOR LAYOUT & DETAILS OF INLETS NO. 13, 17, & 18 SEE SHEET 6 AND FOR PROFILES SEE SHEET 6.

BENCH MARKS-

ON FIRE HYDRANT ON SOUTH EAST CORNER
STREETS ELEV. = 219.61

CONCRETE BASE OF THE EAST PARKING LOT LIGHT
POST CLUB ELEV. = 218.24

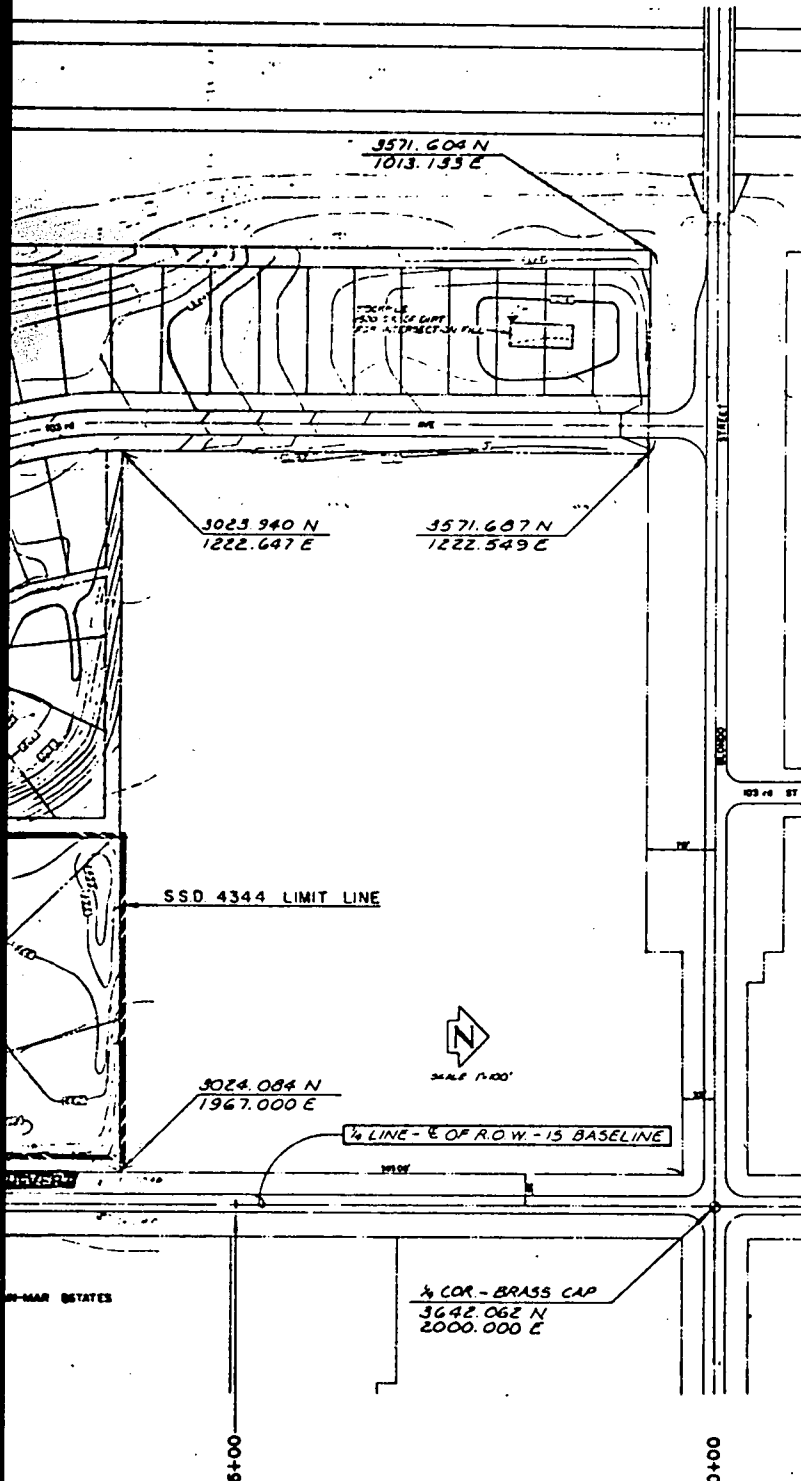


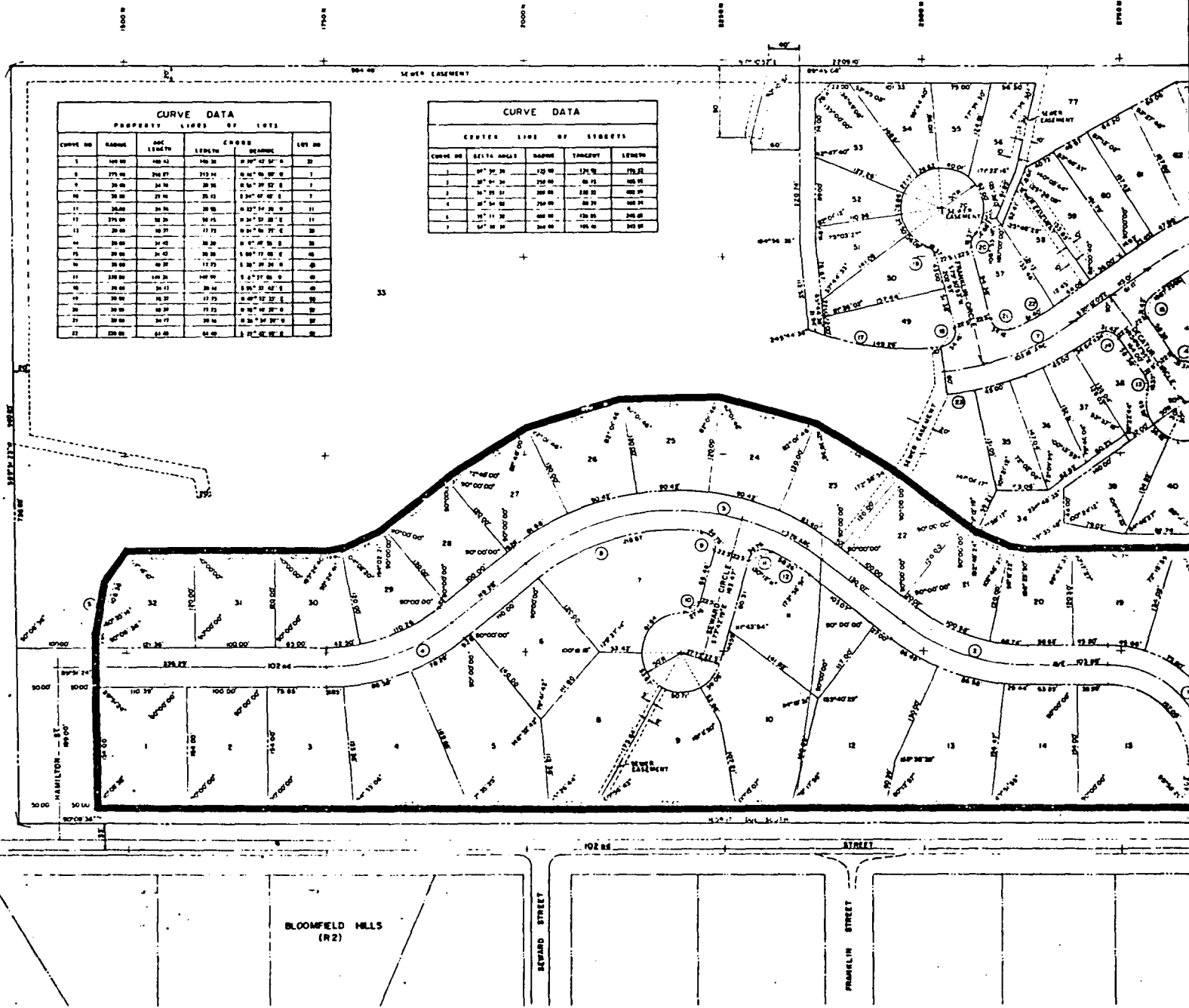
EXHIBIT B

STORM SEWERS

INTERSECTIONS

PINETREE

LOTS 1 THRU 77



CURVE DATA					
PROPERTY LINES OF LOTS					
CURVE NO.	RADIUS	ARC LENGTH	CHORD	BEARING	LOT NO.
1	100.00	100.00	100.00	0° 00' 00" 0	33
2	175.00	200.00	212.00	0° 00' 00" 0	7
3	20.00	24.00	20.00	0° 00' 00" 0	7
4	30.00	27.00	25.00	0° 00' 00" 0	7
5	20.00	24.00	20.00	0° 00' 00" 0	11
6	20.00	24.00	20.00	0° 00' 00" 0	11
7	20.00	24.00	20.00	0° 00' 00" 0	11
8	20.00	24.00	20.00	0° 00' 00" 0	11
9	20.00	24.00	20.00	0° 00' 00" 0	11
10	20.00	24.00	20.00	0° 00' 00" 0	11
11	20.00	24.00	20.00	0° 00' 00" 0	11
12	20.00	24.00	20.00	0° 00' 00" 0	11
13	20.00	24.00	20.00	0° 00' 00" 0	11
14	20.00	24.00	20.00	0° 00' 00" 0	11
15	20.00	24.00	20.00	0° 00' 00" 0	11
16	20.00	24.00	20.00	0° 00' 00" 0	11
17	20.00	24.00	20.00	0° 00' 00" 0	11
18	20.00	24.00	20.00	0° 00' 00" 0	11
19	20.00	24.00	20.00	0° 00' 00" 0	11
20	20.00	24.00	20.00	0° 00' 00" 0	11
21	20.00	24.00	20.00	0° 00' 00" 0	11
22	20.00	24.00	20.00	0° 00' 00" 0	11
23	20.00	24.00	20.00	0° 00' 00" 0	11
24	20.00	24.00	20.00	0° 00' 00" 0	11
25	20.00	24.00	20.00	0° 00' 00" 0	11
26	20.00	24.00	20.00	0° 00' 00" 0	11
27	20.00	24.00	20.00	0° 00' 00" 0	11
28	20.00	24.00	20.00	0° 00' 00" 0	11
29	20.00	24.00	20.00	0° 00' 00" 0	11
30	20.00	24.00	20.00	0° 00' 00" 0	11
31	20.00	24.00	20.00	0° 00' 00" 0	11
32	20.00	24.00	20.00	0° 00' 00" 0	11
33	20.00	24.00	20.00	0° 00' 00" 0	11
34	20.00	24.00	20.00	0° 00' 00" 0	11
35	20.00	24.00	20.00	0° 00' 00" 0	11
36	20.00	24.00	20.00	0° 00' 00" 0	11
37	20.00	24.00	20.00	0° 00' 00" 0	11
38	20.00	24.00	20.00	0° 00' 00" 0	11
39	20.00	24.00	20.00	0° 00' 00" 0	11
40	20.00	24.00	20.00	0° 00' 00" 0	11
41	20.00	24.00	20.00	0° 00' 00" 0	11
42	20.00	24.00	20.00	0° 00' 00" 0	11
43	20.00	24.00	20.00	0° 00' 00" 0	11
44	20.00	24.00	20.00	0° 00' 00" 0	11
45	20.00	24.00	20.00	0° 00' 00" 0	11
46	20.00	24.00	20.00	0° 00' 00" 0	11
47	20.00	24.00	20.00	0° 00' 00" 0	11
48	20.00	24.00	20.00	0° 00' 00" 0	11
49	20.00	24.00	20.00	0° 00' 00" 0	11
50	20.00	24.00	20.00	0° 00' 00" 0	11
51	20.00	24.00	20.00	0° 00' 00" 0	11
52	20.00	24.00	20.00	0° 00' 00" 0	11
53	20.00	24.00	20.00	0° 00' 00" 0	11
54	20.00	24.00	20.00	0° 00' 00" 0	11
55	20.00	24.00	20.00	0° 00' 00" 0	11
56	20.00	24.00	20.00	0° 00' 00" 0	11
57	20.00	24.00	20.00	0° 00' 00" 0	11
58	20.00	24.00	20.00	0° 00' 00" 0	11
59	20.00	24.00	20.00	0° 00' 00" 0	11
60	20.00	24.00	20.00	0° 00' 00" 0	11
61	20.00	24.00	20.00	0° 00' 00" 0	11
62	20.00	24.00	20.00	0° 00' 00" 0	11
63	20.00	24.00	20.00	0° 00' 00" 0	11
64	20.00	24.00	20.00	0° 00' 00" 0	11
65	20.00	24.00	20.00	0° 00' 00" 0	11
66	20.00	24.00	20.00	0° 00' 00" 0	11
67	20.00	24.00	20.00	0° 00' 00" 0	11
68	20.00	24.00	20.00	0° 00' 00" 0	11
69	20.00	24.00	20.00	0° 00' 00" 0	11
70	20.00	24.00	20.00	0° 00' 00" 0	11
71	20.00	24.00	20.00	0° 00' 00" 0	11
72	20.00	24.00	20.00	0° 00' 00" 0	11
73	20.00	24.00	20.00	0° 00' 00" 0	11
74	20.00	24.00	20.00	0° 00' 00" 0	11
75	20.00	24.00	20.00	0° 00' 00" 0	11
76	20.00	24.00	20.00	0° 00' 00" 0	11
77	20.00	24.00	20.00	0° 00' 00" 0	11

CURVE DATA					
CENTER LINE OF STREETS					
CURVE NO.	DELTA ANGLE	RADIUS	TANGENT	LENGTH	
1	90° 00' 00"	100.00	100.00	157.08	
2	90° 00' 00"	100.00	100.00	157.08	
3	90° 00' 00"	100.00	100.00	157.08	
4	90° 00' 00"	100.00	100.00	157.08	
5	90° 00' 00"	100.00	100.00	157.08	
6	90° 00' 00"	100.00	100.00	157.08	
7	90° 00' 00"	100.00	100.00	157.08	

16-15-02