Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition: Olde Towne Commons  SID #

☐ Preliminary  ☐ Revised Preliminary  ☒ Final

Property Owner(s):
Aldrich Holdings, LLC
PO Box 155
Omaha, NE 68102
402-981-3735

Applicant:
Aldrich Holdings, LLC
PO Box 155
Omaha, NE 68102
402-981-3735

Contact:
Olsson Associates
Eric Williams
2111 South 67th Street, Suite 200
Omaha, NE 68106
402-341-1116

ewilliams@olssonassociates.com

General Location/Address: NWC 204th Street and Roberts Street

Total Area: 17.44 (Acres)  Total Lots: 7

Existing Zoning: DR

Projected Total Taxable Valuation:

Development Plans:

<table>
<thead>
<tr>
<th>Lot#/s</th>
<th>Zoning</th>
<th>Total Lots</th>
<th>Acres</th>
<th>Residential (No. of Units)</th>
<th>Office/Commercial (Square Feet)</th>
<th>Value/Price (w/Improvements)</th>
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A property owners’ association is to be formed. If yes, attach copies of covenants.

Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.

Waivers to design standards, improvements or plat certifications are proposed. If yes, attach a request letter.

This subdivision will be processed as a series of phased final plats. If yes, include phase boundaries on the preliminary plat. Changes in boundaries will require a revised preliminary.

If you have any questions about this application form or submission dates, please contact the Current Planning Division at 444-5150.

Owner’s Signature:  Applicant Signature: (If not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.)

Neeraj Agarwal

Date Submitted:  Print or Type Name of Applicant
**Source and Use of Funds**: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

<table>
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<th>Proposed Improvements</th>
<th>Financing (2)</th>
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(1) Total cost includes the addition of legal, engineering, and fiscal fees, and interest.
(2) Attach a statement of assumptions used as a basis for preliminary projections.
(3) Indicate any need to relocate on- or off-site lines.

Date __________________________
SUBDIVISION AGREEMENT
Olde Towne Commons (Lots 1 thru 5, inclusive and Outlots A and B)

THIS AGREEMENT, made and entered into this _____ day of ______________, 20___, by and among OTCOWNER, LLC, a Nebraska limited liability company (hereinafter referred to as "Subdivider"), the Olde Towne Commons Landowners Association, Inc., a Nebraska non-profit corporation (hereinafter referred to as “Association”) SANITARY AND IMPROVEMENT DISTRICT NO. 601 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 within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the District will build public improvements in the area to be developed; 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 Olde Towne Commons Landowners Association, Inc. comprised of the property owners of Lots 1 thru 5, inclusive, and Outlots A and B, Old Towne Commons; 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 benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites. Outlots A and B are for open space and therefore are not building sites. Outlot A, shall be owned and maintained by the Association, the Subdivider, his successors or assigns.

C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawings (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 plans prepared by Olsson**, copies of which are 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 layouts prepared by Olsson**, copies of which are attached hereto as Exhibit "C".

C. **Storm sewers, inlets, manholes and related appurtenances constructed in streets right-of-way and easements, per plat (Exhibit “A”), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plans to be prepared by Olsson**, copies of which are 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. A contract with MUD will be provided to the City as soon as available, but in no event longer than four 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. A contract with OPPD will be provided to the City as soon as available, but in no event longer than four 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. A contract with OPPD will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.**

G. **Sidewalks and street trees along both sides of all public streets within the area to be developed shall be constructed by the Subdivider or District in conformance with Section 53-9 (9) according to the following schedule:**

   1. Curb ramps shall be constructed per City standards at all public street intersections. Construction of these ramps shall be included in the street paving project, but shall not take place until after all conflicting utilities have been installed. The cost for these ramps may be a general obligation expense.
   2. Sidewalks shall be constructed along all street frontages for all outlots as part of the street paving project. The cost for these sidewalks shall be specially assessed or paid for privately, except for sidewalks fronting outlots to be owned by the District, the cost for which may be a general obligation expense.
   3. Sidewalks and street trees shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
   4. Sidewalks and street trees shall be constructed immediately abutting built-upon lots as soon as weather permits.
   5. In any event, all sidewalks and street trees shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat.

H. **Post-construction stormwater management features and related appurtenances shall be constructed in right-of-way and outlots, per plat (Exhibit “A”). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to starting construction of said improvements. Said improvements shall be located as shown on the post-construction stormwater management plans to be prepared by Olsson**, copies of which are attached hereto as Exhibit “G” and are
subject to the approval of the City. The City has assigned a project number of OMA-________ to these plans.

I. Post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to the commencement of construction of said improvements, and shall comply with the requirements attached hereto as Exhibit “H”. The maintenance agreement shall delineate the responsibilities of the District and of the Association and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed, and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate.

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, sidewalk and street tree 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".

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 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.
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.
4. The cost of storm sewers and appurtenances may be a general obligation of the District.

C. 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.

D. 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.

E. 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.

F. 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.

G. No funds of the District are to be used for the installation or maintenance of telephone equipment.
H. One hundred percent (100%) of the entire cost of concrete sidewalks along major streets may be a general obligation of the District except that portion adjacent to non-single family or duplex residential lots which shall be specially assessed or paid for privately.

I. Street identification signs may be a general obligation, provided the signs are in compliance with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by the Traffic Engineer of the City of Omaha prior to installation.

J. The Sediment and Erosion Control Plan to be submitted the City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit “E”. The City of Omaha must approve said plan prior to City Engineer’s second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and 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, and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid as follows:

1. During the 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 or removal may be a general obligation of the District.

K. Park fees shall be paid as follows:

1. Neighborhood Park Fee. Neighborhood Park Fees are determined on a case-by-case basis. The City Parks Department shall review the inter-local agreements entered into by contributing SIDs for the costs of land acquisition and construction of the neighborhood parks. The Neighborhood Park Fee may be a general obligation of the District.

2. Trails / Boulevard Fee. There will be no S.I.D. platting fees for trails and boulevards. A Trail and Boulevard Fee will be assessed at the time of building permit.

   The District is authorized to pay $______ in [trail] [boulevard] improvements. The District is entitled to an estimated reimbursement of $______, based upon the estimate shown in the attached Exhibit ____. Actual reimbursement will be adjusted to reflect final soft and construction costs. The City will reimburse the District only as monies are available in the Trail and Boulevard fund and in chronological order of the date of the final plat. It is understood by the District and the City that the source of repayment shall be limited to the Trail and Boulevards account of the Park Development Fund. The District is not promised payment from the City for any other grant, reimbursement nor annexation. The District shall request reimbursement from the City upon completion of the project and provide supporting cost documentation.

3. Community Parks. Approximately fifty percent (50%) of the Community Park (CP) Fee will be paid by the S.I.D. at the time of final platting and will qualify to be a general obligation of the District. This portion of the CP Fee is calculated on a per-acre basis as follows:

   Lots 1-2, Residential,
   $6.67 Acres @ $400.00 per acre $2,268

   Lots 3-5, Commercial or Industrial,
   $6.90 Acres @ $750.00 per acre $5,175
The remaining portion of the CP Fee will be assessed at the time of building permits on a per-lot basis.

L. It is mutually agreed that the District shall pay one percent (1%) of the public construction costs, estimated to be $_______, to the City to facilitate the review and processing of developments to include engineering, planning, legal and other miscellaneous expenses incurred by the City. The fee may be a general obligation of the District. The fee shall be paid prior to the City Engineer’s second signature based on the estimated costs shown on the Source and Use of Funds form, Exhibit “D”, attached, unless contracts exist for said improvements. If contracts for improvements exist, the fee shall be based on actual contract amounts. Once the projects have been completed and the costs certified by the District’s engineer, then the District shall pay any additional monies which are due within thirty (30) days of the engineer’s cost certification. The District may receive a refund from the City if the improvement costs, as certified by the District’s engineer are less than shown on the Source and Use of Funds form. The District must request a refund from the City with the engineers’ certified costs and letter submitted to the Public Works Department. Such refund shall be paid within thirty (30) days. The fee shall be paid for all District contracts issued for public improvements.

M. One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances, may be a general obligation of the District, provided,

1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the maintenance agreement contained herein. All necessary easements to the City and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction.
2. Construction of post-construction stormwater management features or “BMPs” (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the “Omaha Regional Stormwater Design Manual”, and are able to be publicly maintained.
3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the district provided the maintenance activities are required to maintain the water quality benefits as designed. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the subdivider and maintained by the Association.
4. Street, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.

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. Storm warning sirens purchase or installation may be a general obligation. The District shall not acquire any interest in real property without the prior approval of the City of Omaha.

The estimated general obligation of the District is estimated to be $_______, as shown on the Source & Use of Funds, Exhibit “D”. The District valuation is estimated to be $_______, as shown on Exhibit “D”, for a debt ratio of ___%. The General Obligation of the District shall be incurred only for costs identified as General Obligation-eligible costs in this Agreement, and shall not exceed the District engineer’s estimate of probable cost of $_______, as shown on Exhibit “D,” by more than 10%, except either i) the City Engineer or their designee may administratively approve a corresponding increase in the General Obligation of the District, or ii) by amendment of
this Agreement and approval by the Omaha City Council. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by General Obligation debt be in excess of 4% of estimated valuations.

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.

D. Post-construction stormwater management maintenance identified as the responsibility of the Association shall continue to be performed and funded by the Association after annexation by the City. Maintenance responsibilities of the District shall become that of the City upon annexation.

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:
   
   i. The amount paid to the contractor.
   ii. 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, bond fees and other items shown as "soft costs".
   iii. A special itemization of all costs of the District not itemized in (i) and (ii) 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 total combined ad valorem property tax of at least 88 cents per $100 taxable valuation until all construction fund debt is converted to bonds, and in no event shall the District’s total levy, excluding ASIP described below, be less than the total City of Omaha levy.

B. As the total levy (Bond and General) necessary to support the other debt and obligations of the SID for all projects (including deferred Community Park Fees) decreases below 88 cents per $100 of taxable valuation, the District shall collect the difference (not to exceed 5 cents per $100 of taxable valuation) between the new rate and the original 88 cents. All such tax proceeds shall be paid to the City upon collection and credited to the Arterial Street Improvement Program (ASIP) fund.

C. After written notice from the City to the District of the City’s intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District’s receipt of written notice of intent of annexation, enter into any contract that is in excess of $20,000 of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by the City Engineer or their designee. Any such contract that is not first approved by the City Engineer or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that are in the reasonable judgment of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.

SECTION VII

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, color, creed, political or religious affiliation, sex, marital status, sexual orientation, gender identity, national origin, age, or disability 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 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 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 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 ordinance, 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 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" 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. The owner of each lot shall make payment to the City of Omaha for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for 2018, the fee would be as follows:
B. 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.

C. 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 City 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. The real estate shall be charged the special sewer fee amount as set forth in Section IX-A for each lot or parcel.

2. The Special Sewer Connection fee shall be collected by the City 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. In the event of annexation by the City, the Special Sewer Connection Fee shall continue to remain as a special assessment or charge against each lot which has not previously paid said Special Sewer Connection Fee. The Special Sewer Connection Fee shall be collected and retained by the City from each such lot owner before the building sewer is connected to the sanitary system.

D. 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.

E. No sewer permit will be issued by the City for any construction on any lot in the area described in Section IX-A until payment to the City of the Special Sewer Connection Fee or levy of the Special Assessment for that particular lot as called for in Section IX-A.

F. The owner of each lot shall make payment to the City of Omaha for Watershed Management Fees. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for FY2019, the fee would be as follows:

| Lots 1 - 5 , Commercial/Industrial/Mixed Use/Institutional, 12.546 Acres @ $4,842.00 | $ 60,747.73 |

G. In the event the Subdivider shall plat additional lots which will be in the District, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any building permits are issued by the City.
H. The District and the City agree that payment made under Section IX-F of this Agreement shall constitute a Watershed Management Fee for the area described in Section IX-F and shall be collected by the City as a Watershed Management Fee or shall be levied as a Special Assessment against the real estate described in Section IX-F as follows:

1. The real estate shall be charged the Watershed Management Fee amount as set forth in Section IX-F for each lot or parcel.

2. The Watershed Management Fee shall be collected by the City 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-F prior to the time any such lot or parcel is built upon.

3. In the event of annexation by the City, the Watershed Management Fee shall continue to remain as a special assessment or charge against each lot which has not previously paid said Watershed Management Fee. The Watershed Management Fee shall be collected and retained by the City from each such lot owner before the building permit is issued.

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 and B shall be used for Detention and will be owned and maintained by the Association.

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

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

E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".
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:

CITY OF OMAHA

CITY CLERK Date

MAYOR Date

SANITARY AND IMPROVEMENT DISTRICT NO. 601 OF DOUGLAS CO., NEBRASKA

SANITARY AND IMPROVEMENT DISTRICT No. 601 OF DOUGLAS CO., NEBRASKA

CLERK Date

CHAIRMAN Date

OLD TOWNE LANDOWNERS ASSOCIATION, INC.,

PRESIDENT

APPROVED AS TO FORM

OTCOWNER, LLC, Subdivider Date

CITY ATTORNEY Date
On this ___th day of ______________, 2019, before me, a Notary Public in and for said County and State, personally appeared ______________________, _______ _____ of ____________________________, who executed the above and acknowledged the execution thereof to be their voluntary act and deed on behalf of said ____________________________.

_____________________________________
NOTARY PUBLIC
My Commission expires ________________________

On this ___th day of ______________, 2019, before me, a Notary Public in and for said County and State, personally appeared Neeraj Agarwal, President of the Old Towne Landowners Association, Inc., a Nebraska non-profit corporation, who executed the above and acknowledged the execution thereof to be their voluntary act and deed on behalf said non-profit corporation.

_____________________________________
NOTARY PUBLIC
My Commission expires ________________________
SUBDIVISION AGREEMENT EXHIBIT

EXHIBIT A  FINAL PLAT
EXHIBIT B  PAVING
EXHIBIT C  SANITARY AND STORM SEWER
EXHIBIT D  SOURCE & USE OF FUNDS
EXHIBIT D-2  VALUATION INFORMATION
EXHIBIT D-3  DETAILED BREAKDOWN OF ALL SOFT COSTS
EXHIBIT E  SEDIMENT & EROSION CONTROL PLAN
EXHIBIT F  ROADWAY PROFILES
EXHIBIT G  POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT H  POST-CONSTRUCTION STORMWATER MANAGEMENT MAINTENANCE PLAN
**Project Name:** 204th and Honeysuckle  
**SID #:** N/A  
**Phase:** SUF - 204th and Honeysuckle  
**Date:** May 7, 2019

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**ASSESSABLE VALUATION**

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<tr>
<td>Strip Retail</td>
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**Total Valuation** = **$ 21,470,000.00**

**Total Assessed Valuation** = **95% $ 20,396,500.00**  
**General Obligation** = **$ 738,656.05**  
**GO Debt Ratio** = **3.62%**
1. **Construction site stormwater runoff controls**
   This section should define the controls used to manage stormwater runoff during construction. It should also contain information defining when the controls are installed, when they are taken out and how/when they are converted to a permanent post-construction feature (if applicable).

2. **Post-construction stormwater management features**
   Define the features to be used as permanent post-construction stormwater management controls.

3. **Timing of installation of post-construction stormwater management features**
   Provide a schedule (either a timeline, or percentage of buildout) defining when the permanent post-construction stormwater features will be installed. They should not be installed at such a time to treat or control construction site runoff, or to become impaired by construction site runoff. Some features may not be built until developments are significantly built out.

4. **Maintenance responsibilities of the Developer**
   Define what the maintenance requirements of the post-construction stormwater management features are to provide the required treatment. Maintenance responsibilities of the Developer will be limited to activities that preserve the ability of the feature to retain, detain, convey or treat stormwater runoff, as designed.

5. **Maintenance responsibilities of the Sanitary and Improvement District**
   Define what maintenance activities will be the responsibility of the Sanitary and Improvement District (or other entity). These include routine mowing, landscaping, vegetation removal or control, amenities and other features not specifically necessary to retain, detain, convey or treat stormwater runoff. Maintenance of adjacent sidewalks will also be the responsibility of the Sanitary and Improvement District.

6. **Transfer of Maintenance Responsibilities**
   This maintenance Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A" of the Subdivision Agreement.
Project Name: Olde Towne Commons

PCSMP Number: TBD

Subdivision Name: Skyline Ridge

Total Acreage: 16.64 Acres

Total Acreage Draining to Site (Including Off-Site Run-on): 0.00 Acres

Required Water Quality Treatment Volume: \[
\text{On-Site Drainage Area} \times 1,815 \text{ CF/Acre (0.5” per Acre)} = 30,202 \text{ CF}
\]

Drainage and Treatment Summary

The proposed project is located west of 204th Street and north of Main Street. The existing site consists of three (3) main drainage basins, which drain via overland flow to existing ditches and eventually flow into the West Papillion Creek. Two basins run onto Main Street, one from the south and the other from the west; the final basin runs east to 204th Street. The existing site is primarily pasture, grassland or range, in fair condition. The surrounding areas consist of mostly single-family to the west and commercial to the east. The site is proposed to be mass graded and developed into a mixed use development, including streets, storm sewer, sanitary sewer, and stormwater detention and quality ponds. The proposed site drainage areas will vary from the existing. In the proposed condition, drainage is directed to the north via overland flow and storm sewer, as seen on the attached plan sheet (A2). Water quality requirements will be met with outlet structures within the ponds that include perforated plates attached to them.

In the developed conditions, there will be one single basin which will contain the detention for all lots. This will be provided in one above ground basin located along the north side of the project within Outparcel ‘B’, which will connect to public storm sewer and flow off-site.

The requirement for this site is to treat the first ½” of runoff volume and “no net increase” for the 2-, 10-, and 100-year storm events. The design will include calculations showing that water quality treatment, as well as adequate detention for the 2-, 10-, and 100-year storm events will be provided, to meet the City of Omaha requirements.

Public storm sewer will convey on- and off-site runoff to the proposed on-site detention basins, which will treat and detain the stormwater. Water quality volume and detention of the off-site run-on draining to the detention basin(s) will not be accounted for, but will allow for off-site run-on to pass through downstream.

Please refer to the attached Conceptual PCSMP exhibits for further information.
EXHIBIT "H"

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, OLDE TOWNE COMMONS recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called OLDE TOWNE COMMONS located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of OLDE TOWNE COMMONS (hereinafter referred to as “the Property”), and,

WHEREAS, the City of Omaha (hereinafter referred to as “the City”) requires and the Property Owner, and its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS. the Post Construction Stormwater Management Plan, _______________, (hereinafter referred to as “PCSMP”), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of Omaha or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of Omaha or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City’s negligent acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of Omaha or its designee in its sole discretion, the City of Omaha or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of Omaha or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City’s negligent acts during such entry upon the property.

The City of Omaha or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Omaha expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City of Omaha or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Omaha or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City of Omaha to maintain or repair the facility or facilities, and the City of Omaha shall not be liable to any person for the condition or operation of the facility or facilities.

7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of Omaha and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall
be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Omaha to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this __ day of ______________, 20__.  

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

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| Name of Individual, Partnership and/or Corporation |  
| Name |  
| Title |  
| Signature |  

| Name of Individual, Partnership and/or Corporation |  
| Name |  
| Title |  
| Signature |  

| Name of Individual, Partnership and/or Corporation |  
| Name |  
| Title |  
| Signature |  

Post Construction Stormwater Management Plan Maintenance Agreement And Easement 3
ACKNOWLEDGMENT

____________________________________________________

State

____________________________________________________

County

On this _____ day of _____, 20_____ before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

____________________________________________________

Notary Public

____________________________________________________

Notary Seal
EXHIBIT "G-1"

Legal Description of the Property

PROJECT INFORMATION
Legal Description: Lots 1 Thru 5 and Outlots A Thru C, Olde Towne Commons
Property Address: NW Corner 204th Street and Roberts Street
Subdivision Name: Olde Towne Commons
Sect.-Town.-Rng: 13-15N-10E

APPLICANT INFORMATION
Business Name: Aldrich Holdings, LLC
Business Address: P.O. Box 155
Contact Representative’s Name: Neeraj Agarwal
Contact Representative’s Phone Number: 402-981-3735
Signing Representative's Name: Neeraj Agarwal
EXHIBIT "G-2"

NAME & LOCATION
Project Name: Pacific Reserve
Property Address: NW Corner 204th Street and Roberts Street
PCWP Project Number: 
PWD Building Permit#: 
PCSMP Project Number:

SITE DATA
Total Site Area: 17.44 Acres
Total Disturbed Area: 16.44 Acres
Total Undisturbed Area: 1.0 Acres
Impervious Area Before Construction: 0%
Impervious Area After Construction: 70%

BMP Information

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<th>Latitude/Longitude</th>
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BMP Type (Dry Detention Basin/ Pond)

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</tr>
<tr>
<td>Outlet/inlet inspection and cleanout</td>
<td>Monthly</td>
</tr>
<tr>
<td>Bank mowing and inspection/stabilization of eroded areas</td>
<td>Monthly</td>
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<td>Forebay inspection and cleanout</td>
<td>Monthly – remove sediment every 7 years or when 50% of storage volume has been lost</td>
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<tr>
<td>Basin inspection and cleanout</td>
<td>Annually – remove sediment when 25% of storage volume has been lost</td>
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<td>Remove woody vegetation along embankment</td>
<td>Annually</td>
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<tr>
<td>Inspect for structural damage</td>
<td>Annually</td>
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<td>Inspect, exercise all mechanical devices</td>
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</tr>
<tr>
<td>Repair broken pipes</td>
<td>As needed</td>
</tr>
<tr>
<td>Replace riprap choked with sediment</td>
<td>As needed</td>
</tr>
<tr>
<td>Security</td>
<td>As needed</td>
</tr>
</tbody>
</table>

Maintenance Inspection Reports
Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.
MIXED USE DISTRICT DEVELOPMENT AGREEMENT

THIS MIXED USE DISTRICT DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to Section 55-561 thru 55-565 of the Zoning Ordinances of the City of Omaha, made and entered into this ___ day of __________ 2019 ___, by and between THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, (hereinafter "City") and 204MainDeveloper, LLC, a Nebraska limited liability company (hereinafter "Developer").

WITNESSED:

WHEREAS, the Developer is the legal owner of the real estate described on the attached Plat Map (Exhibit "A"), which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Section 55-561 thru 55-565 of the Omaha Municipal Code for the development of a mixed use project;

WHEREAS, in accordance with the requirements of the Municipal Code, the Developer has presented a Development Plan (Exhibit “B”) to the City, indicating the way the developer intends to meet the requirements of this Agreement; and

WHEREAS, the City, in the interest of maintaining the public health, safety and welfare, desires to assure that such project is developed substantially in accordance with the Development Plan (Exhibit “B”) and therefore considers this Agreement to be in the best interests of the City; and

WHEREAS, the Developer is willing to commit itself to the development of a project substantially in accordance with the Development Plan (Exhibit “B”) and desires to have a reasonable amount of flexibility to carry out the development and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and the Developer desire to set forth in this Agreement their respective understandings and agreements with regard to Olde Towne Commons.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and Agreements herein contained, the parties agree as follows:

1. Definitions

A. For the purposes of this Agreement the definitions in the Omaha Municipal Code, Chapter 55, Article II, shall apply. In addition, the following words and phrases shall have the following meanings:

B. Development Plan shall mean the site design and development features described in Exhibit “B” attached to this Agreement.

C. Public Improvements shall mean all physical features proposed to be located in the public right-of-way or any publicly dedicated easement, including, but not limited
to, streets, sidewalks, plazas, pathways, parks, public art, lighting and streetscaping.

D. Private Improvements shall mean all physical features proposed to be located in either the public right-of-way pursuant to an approved lease agreement by the appropriate parties or within a private easement or upon private property as set forth in any Exhibit identified herein under Section A of the General Conditions, including, but not limited to, private drives, sidewalks, plazas, pathways, parks, public art, lighting and streetscaping if such streetscaping is not located within any publicly dedicated right-of-way or easement.

E. The cost of a site improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and miscellaneous costs.

F. Site improvement shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

G. "Office" shall mean a building designed and constructed to provide for office occupancy only. Such buildings may be characterized by a single primary entrance, a central lobby serving as access to tenant suites and when appropriate multiple stories or include other design characteristics that differentiates it from typical in-line retail or other non-office use buildings. The office use may also be satisfied with mixed use, multi-storied buildings per section 55-564(c)1.

2. General Conditions

A. This Agreement shall include the terms and conditions herein in addition to the following Exhbits pursuant to Section 55-565 of the Omaha Municipal Code:

1. Exhibit A – Plat Map
2. Exhibit B – Development Plan
3. Exhibit B – Plaza Exhibit
4. Exhibit C – Sign Plan/Budget Calculation Table

B. Except as otherwise permitted in this Agreement, the project shall be developed in accordance with the:

1. City of Omaha Master Plan
2. Chapter 55 Zoning of the Omaha Municipal Code
3. Chapter 53 Subdivision of the Omaha Municipal Code

C. In the event that there is a conflict among provisions of this agreement and applicable provisions of the Omaha Municipal Code, the terms of this Agreement shall apply unless otherwise permitted by this Agreement under Section 4 - Special Conditions Section.

D. The Mayor of the City of Omaha shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those
matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement.

E. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described herein.

F. **Nondiscrimination.** Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age, sexual orientation, gender identity, disability, political or religious opinions, affiliations, or national origin.

G. **Applicable Law.** Parties to this contract shall conform to all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

H. **Interest to the City.** Pursuant to Sec. 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City of Omaha shall have a financial interest, direct or indirect, in any City of Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Omaha shall render the contract voidable by the Mayor or Council.

I. **Disclosure.** The Developer shall provide a copy of this Agreement to any future tenants and all successor owners of real estate in this development. Also, this Agreement should be included as part of the disclosure of restrictions in any sales or lease Agreement. This will avoid confusion and loss of time for the tenant during the permit review process.

3. **Site Development Regulations**

A. **Development Plan:** It is intended that the Development Plan is a general schematic of the development, indicating the way the developer intends to meet the requirements of this Agreement. All parties recognize that from time to time, for good and sufficient reasons, it may be necessary for the Developer to alter the size, location, use or type of the buildings or other site improvements.

B. **Amendments:** Either the Developer or any successor owner or assigns of any legal lot within the Plat Map, may apply for an amendment to this Agreement pursuant to section 55-564.d. Amendments shall be modified or supplemented in writing by the City and the Developer or its successor or assigns of any lot within the Plat Map as follows:

   (a) **Minor Amendments.** The Planning Director may approve minor amendments to this Agreement, if he or she determines that the amendment, modification or supplement does not substantially modify or alter the Development Plan (**Exhibit “B”**) and is in compliance with applicable standards for MU zoning.
(b) Major Amendments. Any amendment that is determined to be a substantial and/or material change, modification or alteration to the Development Plan (Exhibit "B"), as determined by the Planning Director in his or her reasonable discretion, shall follow the procedure pursuant to section 55-564.d.4.

C. Subdivision Standards: The Developer may reduce or increase the number of lots as shown on the Plat Map (Exhibit “A”), by revising lot lines, combining, or dividing lots, as allowed by this section.

1. The Developer may request, and the City may, by Administrative Subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan (Exhibit “B”).

2. An application for an Administrative Subdivision to make such changes shall include as an attachment a revision to the Development Plan (Exhibit “B”) and Sign Plan/Budget Calculation Table (Exhibit “C”) as a minor amendment to the Agreement.

3. When a subdivision cannot be done administratively, all changes shall be shown on revised attachments to the Development Plan (Exhibit “B”) and Sign Plan/Budget Calculation Table (Exhibit “C”) as a major amendment to the Agreement.

D. Street Types: All public and private streets and rights-of-ways within the interior of the development shall be classified as one of the following pursuant to Section 55-32 of the Omaha Municipal Code:

1. Street, internal main (section 55-932).
2. Street, internal (section 55-932).
3. Street, Internal access, hereby defined as a vehicular circulation route that provides access to utility/service areas of a site, parking lots and generally does not traverse a development area.

E. Permitted uses: Except as otherwise allowed by this Agreement, the uses on all lots shall be in accordance with Section 55-563 of the Omaha Municipal Code. The following use restrictions apply pursuant to Section 55-564.c of the Omaha Municipal Code:

1. Office uses are restricted pursuant to Section 55-564.c.1 of the Omaha Municipal Code.
2. Free-standing fast food restaurants are restricted pursuant to Section 55-564.c.2 of the Omaha Municipal Code.

F. Site Development Standards: Except as otherwise allowed by this Agreement, all lots shall be developed in accordance with:

1. **CC-Community Commercial District** zoning pursuant to Chapter 55 – Zoning of the Omaha Municipal Code, and;
2. **MU-Mixed-use District** pursuant to Section 55-564 of the Omaha Municipal Code.

G. **Parking Standards**: Except as otherwise allowed by this Agreement, the parking for all lots shall meet or exceed the minimum requirements of the provisions of the Omaha City Code, Chapter 55, Article 14, Off-Street Parking and Loading with the following exception(s):

1. On-street parking, located in the public right-of-way within a mixed use district, may be counted toward the required off-street parking of the adjacent lot or as part of an approved parking plan.

H. **Open/Public Space Standards**: The district shall incorporate open/public space area pursuant to Section 55-564.h of the Omaha Municipal Code and as described by the Development Plan (Exhibit “B”) or by separate exhibit.

I. **Signs**: Except as otherwise allowed by this Agreement, all lots shall be developed in accordance with the following:

1. Chapter 55, Article 10, Special Districts, Section 55-564.f for Green Corners.

2. Chapter 55, Article 18, Signs and Street Graphics in accordance with provisions of the CC-Community Commercial District.

3. Chapter 55, Article 22, Urban Design, Section 55-933 for signs within urban design districts and Section 55-935.d.6 for building signs in urban design districts.

4. The Sign Plan/Budget Calculation Table attached hereto as *Exhibit “C”*, pursuant to Section 55-928.a for common developments, shall be followed. The permitted sign area for each lot is based on the frontage of each lot in relation to the total net street frontage in the development. The owner of each lot may allocate its share of this sign budget for each lot between and among the various permitted sign types, and between and among the separate structures located or to be located on each lot.

5. Allocated sign budget amounts may be transferred between lots on a square foot to square foot basis, when an amended Agreement is filed with the Planning Department specifying the increase or decrease in budget for each lot.

6. The sign budget shall include the area of any center identification sign(s).

7. Any building that contains multiple retail establishments shall have a sign plan to ensure continuity of the identification signs of all the establishments within the building.
4. **Special Conditions**

A. Many of the site development standards contained in this Agreement are based on standard regulatory language in Chapter 55 Zoning, OMC. Following is a list of exceptions to those regulations that are unique to this district and are intended to enhance the concept of special community value, either directly or indirectly. They may be more or less restrictive than the standard regulations:

1. Sign standards pursuant to Section 55-836 concerning Signs in Community Commercial districts:
   a. The maximum height of wall signs shall be 35 feet.
   b. Signs shall be limited to wall signs, projecting signs, or ground monument signs.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]
IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF OMAHA, NEBRASKA

By __________________________
   Mayor

Approved as to form:

___________________________
   Assistant City Attorney

Attest:

By __________________________
   City Clerk

STATE OF NEBRASKA )
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this ___ day of ________________, 2019, by __________________________, who holds the position of Mayor of the City of Omaha, on behalf of the aforesaid City.

Witness my hand and Notarial Seal the day and year last above written.

___________________________
   Notary Public

My Notarial Commission expires the ______ day of ____________________, 2019.
204MAINDEVELOPER, L.L.C.

Neeraj Agarwal, member ___________________________ Date

(Note: All Owners' signatures must be notarized)

STATE OF NEBRASKA )
COUNTY OF DOUGLAS )

) ss.

The foregoing instrument was acknowledged before me this _____ day of _________________, 2019, by Neeraj Agarwal, member for 204MAINDEVELOPER, L.L.C., a Nebraska Limited Liability Company.

Witness my hand and Notarial Seal the day and year last above written.

_________________________________________
Notary Public

My Notarial Commission expires the _______ day of ___________________, 2019.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK – EXHIBITS TO FOLLOW]
### EXHIBIT "C" - SIGN BUDGET
February 11, 2019
Olde Towne Commons

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<th>LOT</th>
<th>A. PRIMARY FRONTAGE</th>
<th>B. SECONDARY FRONTAGE</th>
<th>C. ADJUST.</th>
<th>D. MULT.</th>
<th>E. ALLOWABLE SIGN AREA</th>
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Sub-total Signage Allocated S.F. 5100

1 Center Identification Signs (x 300) S.F. 600

F. Total Signage Allocated on this Project (SQ.FT.) 5700

E. Total Signage Allowed on Project (SQ.FT.) 5726

A. Primary Frontage - longest lot frontage
B. Secondary Frontage - sum of all additional frontages
C. Adjustment - 1/2 of B
E. Allowable Sign Area - (A + C) x D
F. Allocated Sign Area - must not exceed Total E