

City of Omaha
Hal Daub, Mayor

October 21, 1997

RECEIVED
97 OCT -9 PM 1:03
CITY CLERK
OMAHA, NEBRASKA

700 Subdiv. Agr. file
60 Ag. 11/1/97
Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Telefax (402) 444-5248

Don W. Elliott, P.E.
Public Works Director

Honorable President

and Members of the City Council,

The attached Resolution approves the Subdivision Agreement between Apollo Bldg. Corp., Maher K. Tadros, and Hillsborough Estates Townhomes Owners Association, Sanitary and Improvement District (S.&I.D.) 421 of Douglas County, Nebraska and the City of Omaha. This Subdivision Agreement covers the public improvement of Hillsborough Estates, a subdivision located West of 132nd Street, North and South of Grand Avenue.

This Subdivision Agreement stipulates which public improvements will be built by S.&I.D. 421, those which will be paid for by special assessment and those to be paid for by General Obligation of S.&I.D. 421. The estimated total cost of improvements is \$2,002,400.00 of which \$841,100.00 will be paid by General Obligation. Included in the General Obligation is the purchase of Outlot 4 for \$15,050.00 to be used for a linear trail corridor. If S.&I.D. 421 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 9/26/97
Don W. Elliott, P.E. *mym* Date
Director

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

Robert C. Peters 10-6-97
Robert C. Peters Date
Acting Planning Director *RP*

Approved as to Funding:

Louis A. D'Ercole 10/2/97
Louis A. D'Ercole *SA* Date
Finance Director

Referred to City Council for Consideration:

Bill 10-6-97
Mayor's Office/Title *EA* Date

Approved:

James P. Cleary 10/6/97
James P. Cleary, Director Date
Parks, Recreation and Public Property

P:\PW\4481.MAF



CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr.....October 21,..... 19 97.....

PAGE 2

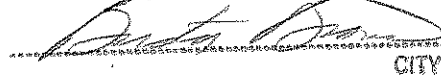
THAT, the Subdivision Agreement between the City of Omaha, Sanitary and Improvement District 421 of Douglas County, Nebraska and Apollo Building Corporation, Maher K. Tadros, and Hillsborough Estates Townhomes Owners Association, as recommended by the Mayor, providing for the public improvements, linear trail corridor purchase, and sewer connection to the Omaha Sanitary Sewer System, is hereby approved.

APPROVED AS TO FORM:


 10-14-97
ASSISTANT CITY ATTORNEY DATE

P:\PW\4482.MAF

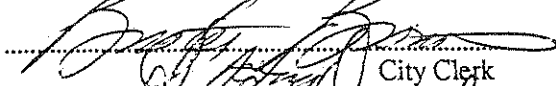
I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

.....
CITY CLERK

BY

By .....
Councilmember

Adopted... NOV 4 1997 5-9

.....
City Clerk

Approved  11/7/97
Mayor



approved by SD 12-3-97

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November, 1997, by and between APOLLO BLDG. CORP., MAHER K. TADROS (hereinafter referred to as "Subdivider"), HILLSBOROUGH ESTATES TOWNHOMES OWNERS' ASSOCIATION, SANITARY AND IMPROVEMENT DISTRICT NO. 421 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 Hillsborough Estates Townhomeowners Association comprised of Lots 12 to 96 of Hillsborough Estates; 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, attorney's fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.
- B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites. Outlots 1, 2, 3, and 4 are not building sites.

- E. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available but in no event longer than 4 months from the date of execution of this Agreement).
- F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available but in no event longer than 4 months from the date of execution of this Agreement.)
- G. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider or District according to the following schedule:
 - (1) Sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
 - (2) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
 - (3) In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all street and sidewalk construction shall be paid by special assessment against the property benefited within the area to be developed, except for street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B". Grading or paving of major streets may be a general obligation.
- B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the area to be developed, provided:
 - (1) Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be a general obligation of the District.
 - (2) The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the Sanitary Outfall Sewer which the pipe size is greater than 8" diameter may be a general obligation of the District.

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 therefore 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 1-4 are not building sites.
- 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:

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 and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinances, statute, rule, or regulation.

SECTION IX

A. Payment for Construction of Interceptor Sewers

The District shall make payment to the City of Omaha for the fee in the amount of \$100,267.20 for the construction of interceptor sewers. The owner of Lot 98 shall make payment in the amount of \$35,640.00 for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

Lots 1 through 96, Single Family Lots, 96 Lots @ \$673.20 per Lot	=	\$64,627.20
Lot 97, Multi-Family Lot, 100 Units @ \$356.40 per Unit	=	\$35,640.00
Lot 98, Multi-Family Lot, Excluded from the District, 100 Units @ \$356.40 Per Unit	=	\$35,640.00

Interceptor Fees for Lot 98 will be paid by Maher K. Tadros, Owner of Lot 98 prior to recording the plat.

Outlots 1-3 are common areas, therefore, no interceptor monies are to be paid for such lots. If such lot is converted to a use other than recreational, interceptor fees shall be payable at such time.

Outlot 4 is to be a linear trail corridor, therefore, no interceptor monies are to be paid for such lots. If such lot is converted to a use other than recreational, interceptor fees shall be payable at such time.

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

SECTION X

- A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.
- B. No separate administrative entity nor joint venture among the parties is deemed created by virtue of this Subdivision Agreement.
- C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- D. The Erosion Control Plan 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.
- E. Hillsborough Estates Townhomeowners Association consisting of Lots 12 through 96, inclusive, Hillsborough Estates, shall maintain all of the improvements in Outlots 1 through 3, shown on Exhibit "B" or to be installed in such townhome lots. The Association established by the Subdivider agrees to maintain the aforesaid amenities without expense to the City, District, or Subdivider. Maintenance shall include mowing, watering, tree pruning, crack sealing, snow removal for parking areas, turf fertilizing, maintenance of aforesaid improvements and amenities and litter cleanup. The obligations of the Association to perform such maintenance shall continue regardless of whether or not the subject property is outside the boundaries of the City.
- F. Failure to Maintain Outlot Improvements. It is specifically understood and agreed by the parties hereto that if and when the District is annexed to the City, in addition to any other lawful remedy, upon the Association's failure to maintain the improvements shown on Exhibit "B", the City shall have the right without providing any compensation to the Association and following thirty (30) days notice to the Association, to remove any or all of said improvements.
- G. The City has requested a \$55,620.25 payment (see Exhibit "E") as a condition of approval for the PUD south of Hillsborough Estates (Case #C10-97-13) for a portion of the 132nd Street widening. The City shall reimburse the District any monies received in a timely manner.
- H. The installation of Meredith Avenue through the library site and the 132nd Street improvements will be coordinated with the installation of Meredith Avenue in Hillsborough Estates and the 132nd Street work at Larimore.
- I. This Subdivision Agreement shall be binding upon the parties hereto, their respective successors and assigns and shall run with the land shown on Exhibit "A".

LOTS 12 THRU 22, INCLUSIVE AND OUTLOTS 1 THRU 4, INCLUSIVE, A CLUSTER SUBDIVISION BEING A PLATTING OF PART OF SMO NE 1/4 OF SECTION 1, T14N, R17E OF THE 6TH P.M., DOUGLASS COUNTY, NEBRASKA

	10 FOOT WIDE LANDSCAPE EASEMENT (SEE RECORDED DOCUMENT)
	20 FOOT WIDE NORTH-SOUTH NATURAL GAS PIPE LINE EASEMENT EASEMENT (SEE RECORDED DOCUMENT)
	25 FOOT WIDE DRAIN, PIPE, POND, DISTRICT POWER LINE EASEMENT (SEE RECORDED DOCUMENT)
	10 FOOT WIDE SIDEWALK EASEMENT (SEE RECORDED DOCUMENT)

[illegible]

POULAS COUNTY INDIAN

DAVID H. RICE
MEMPHIS, TENN. 38103

DAVID H. ROY
PO BOX 404 31.5 47

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REPORT OF CHAIRMAN
AND VICE PRESIDENT

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M. EWSTON

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FINAL PLAT

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Date:	JAN. 10, 1987
Drawn by:	JKZ
Checked by:	DHN

131-130
A131130A.DWG

HILLSBOROUGH ESTATES

PAVING



SEE EXHIBIT B FOR
132nd STREET DETAILS.

REFER TO ADDITIONAL "B" SHEETS
FOR INTERSECTION DETAILS AND G.O.
PAVEMENT.

REFER TO ADDITIONAL "B" SHEETS
FOR INTERSECTION DETAILS AND G.O.
PAVEMENT.

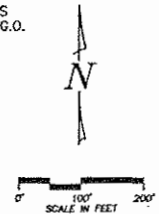


EXHIBIT B-1

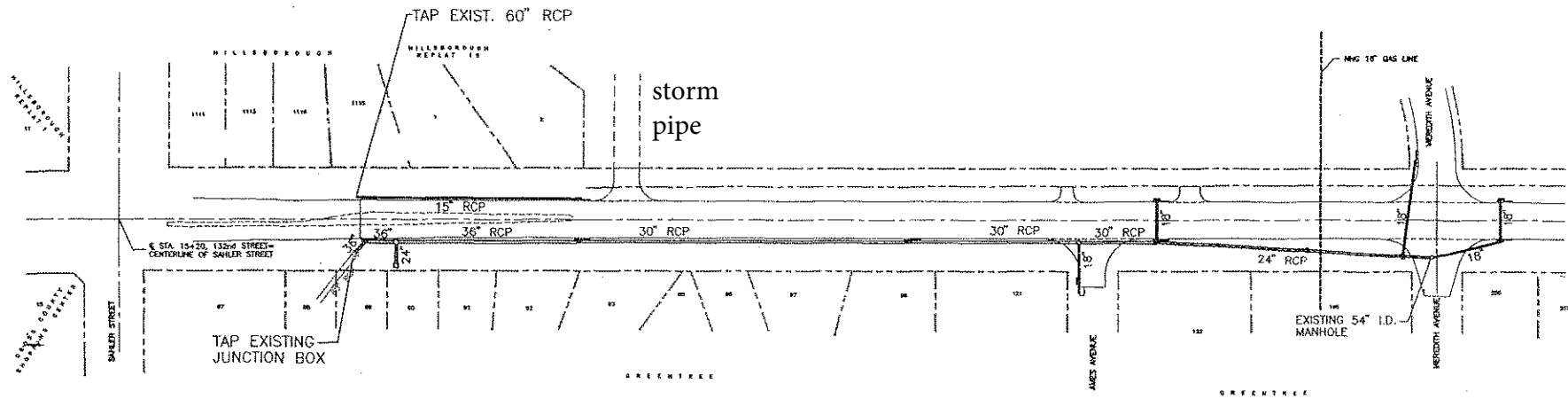
STREET VICINITY MAP

SEE EXHIBIT B FOR
132nd STREET DETAILS.

TD 131-130 MARCH 5, 1997
A131EXB1
REVISED 8-4-97
REVISED 9-24-97

TD² THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10636 OLD MILL ROAD
OMAHA, NE 68164
(402) 330 - 8800

Outlot maintenance is mandated by the city in the subdivision agreement of 10/21/1997. Hillsborough Villas Association members are obligated to provide maintenance for flow of water to reach the street side storm drain/sewer pipe without expense to the city.



The city is responsible to take water from storm pipe to drain/sewer)

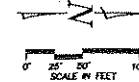


EXHIBIT B-2A
STORM SEWER

AS SHOWN	3-3-97	RTM	DSD	8-13-97
DATE	DATE BY	DATE BY	DATE BY	DATE BY

132ND STREET

STORM SEWER

EXHIBIT B-2A

2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10040 SW 40th Road
Ocala, FL 32665
(352) 330-8800

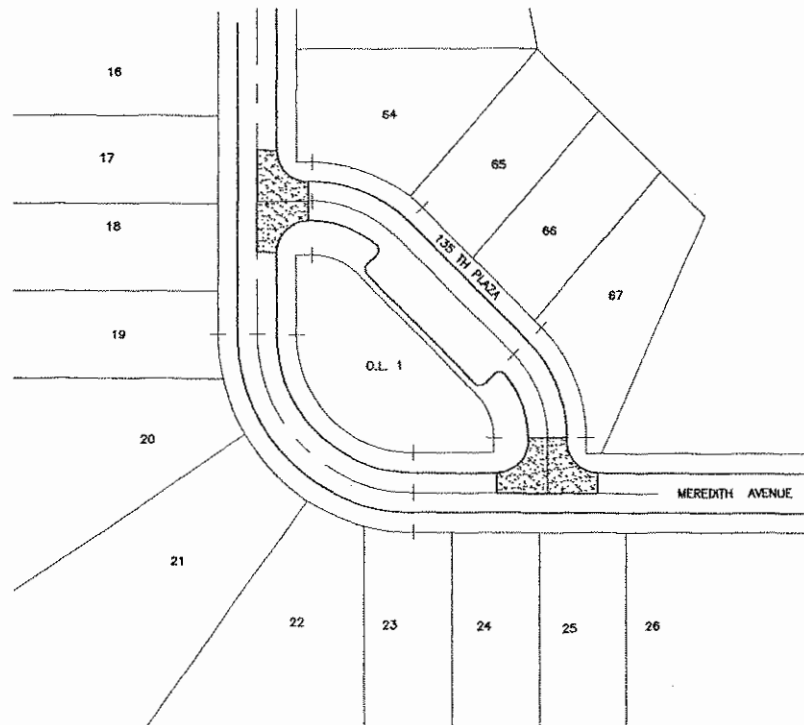
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131-130

SHEET 1 OF 1

HILLSBOROUGH ESTATES

PAVING



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OF THE DISTRICT



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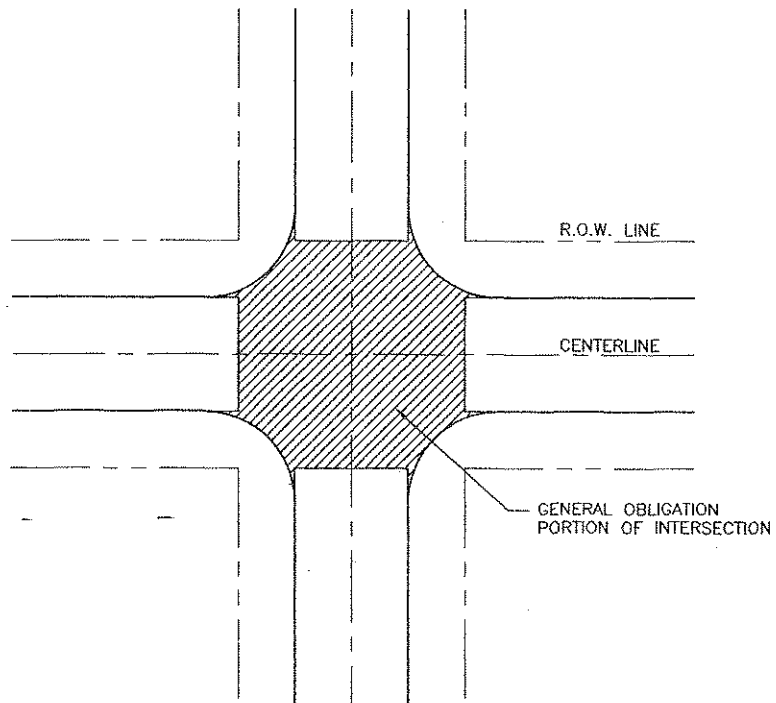
EXHIBIT B-3

10' 131-130 MARCH 5, 1997
A131EXB3.DWG
REVISED B-4-97

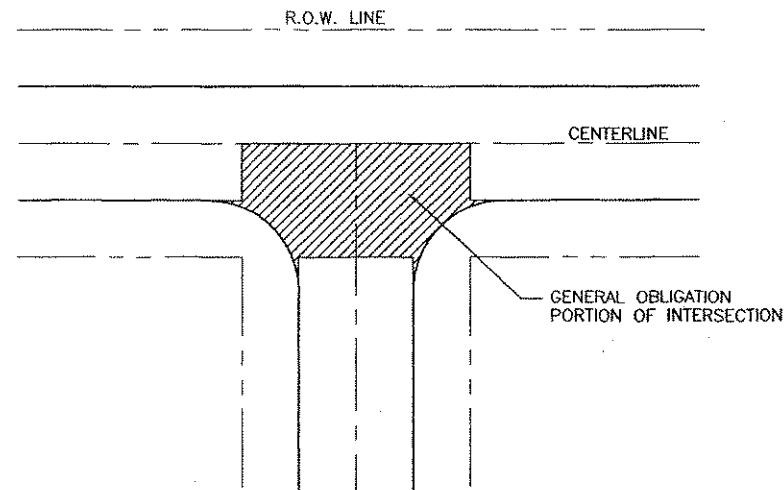


² THOMPSON, DREESSEN & DÖRNER, INC.
Consulting Engineers & Land Surveyors

10000 OLD MILL ROAD
OMAHA, NE 68154
(402) 390 - 8880




FULL INTERSECTION

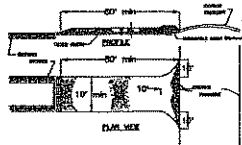


"T" INTERSECTION

EXHIBIT B-5

AS SHOWN 8-12-97		HILLSBOROUGH ESTATES		PAVING
		EXHIBIT B-5		
Scale	Drawn by	2 THOMPSON, DRESSSEN & DORNER, INC.		
Staff	Check by	10835 OLD MILL ROAD OMAHA, NE 68134 (402) 333-1000		
DSD	Project			A131EXB7.DWG
				131-130

GR97-13
HILLSBOROUGH ESTATES
LOTS 1 THRU 98, INCLUSIVE
GRADING AND EROSION CONTROL



STABILIZED CONSTRUCTION ENTRANCE

CONSTRUCTION SPECIFICATIONS

- [illegible]

QUANTITIES

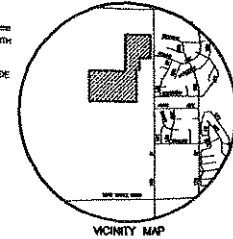
ITEM	DESCRIPTION	QUANTITY
1	1. 87	
2	SEARCH SLIP DISPENSER, LOT 81	10,000 CS
3	1. 87	
4	STAMPING (NO. 4) MOVED TRUCK, LOT 80	30,000 CS
5	1. 87	
6	STAMPING (NO. 4) MOVED TRUCK, LOT 80	2,000 L.F.
7	1. 87	
8	STAMPING (NO. 4) MOVED TRUCK, LOT 80	400
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10	STAMPING (NO. 4) MOVED TRUCK, LOT 80	1 CS
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100	STAMPING (NO. 4) MOVED TRUCK, LOT 80	1 CS



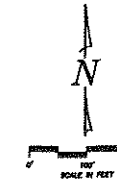
PICKY FENCE FOOD BREAK



EXHIBENT BASED
FINCH POPE DATA



VICINITY MAP



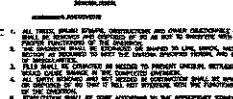
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SCALE IN FEET



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~~CONFIDENTIAL - SECURITY INFORMATION~~



ON SUBJECT OF MY TRIP TO NEW YORK
IN THE OVERNIGHT
FROM CHICAGO TO NEW YORK, NEW YORK



~~INTERCOM - ENCL~~



22







1. FENCE POSTS SHALL BE STEEL, BEEHIVED, 1 POSTS WEIGHING AT LEAST 5.5 POUNDS PER FOOT. POSTS SHALL BE 8 FOOT LONG AND DRIVE 2 FEET INTO THE GROUND.
2. WIRE SHALL BE WIRE FENCE IS OPTIONAL, AT THE CONTRACTORS DISCRETION.
3. FIVE FENCE STAPLS BE WIRE STAPLS OR SHALL BE AN EQUIVALENT PRODUCT ACCORDING TO THE STANDARDS OF THE CITY OF CHICAGO DIVISION OF CONSTRUCTION, 1983 EDITION.
4. FENCE SHALL BE TIED INTO THE GROUND BY A MINIMUM OF 2 FEET WIRE STAPLER AND THE TRENCH SHALL BE BACKFILLED.
5. FENCE SHALL BE ATTACHED TO STEEL FENCE POSTS WITH TWO WIRE TIES AT EACH POST.

BENCHMARK

T.B.N. - R.R. SPIKE IN WEST FACE OF 2nd POWER POLE NORTH
OF MAPLE ON EAST SIDE OF 132nd STREET.
ELEVATION - 1154.65

T.B.N. - TOP SW CORNER OF CONC. AREA WHOLE ON EAST SIDE
132nd ST. 200'± NORTH OF BAHAM ST.
ELEVATION - 1120.20

LEGEND

- | | |
|---|----------------------------------|
|  | EXISTING CONTOUR |
|  | PROPOSED CONTOUR |
|  | FABRIC SILT FENCE |
|  | STABILIZED CONSTRUCTION ENTRANCE |
|  | DIVERSION DIKE |
|  | SEDIMENT BASIN |

SESSION CONTROL PROCEDURES

- [illegible]

SEEDING SPECIFICATIONS

- A. TYPE "B" SEEDING PER CITY OF CHAMBER SPECIFICATIONS IS TO BE PERFORMED
ON THE "B" SIDE OF THE GRASSING PROJECT IS COMPLETED AND TOPSOIL HAS BEEN
REDISTRIBUTED. SEED SHALL BE DRILLED.
- B. FERTILIZER SHALL BE APPLIED AT THE RATE OF 30 POUNDS EACH OF NITROGEN
AND PHOSPHORUS PER ACRE.
- C. THE SEEDING SHALL BE RESEEDING WITH HYDRO SEEDING AT THE RATE OF 1 1/2
TONS PER ACRE. MACHINERY SHALL BE APPLIED WITHIN 48 HOURS AFTER PLANTING

NOTES

1. AFTER AGENCY TO PROCEED IN ACCORDANCE WITH THE ACCEPTED PROPOSAL FOR THE PROJECT THE CONTRACTOR HAS TO WORKMANLY AND TO COMPLETE ALL WORK UNDER THE CONTRACT.
2. ALL FILL SHALL BE OBTAINED FROM CONTROLLED FILL AND SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY ASTM D-1557, APPLIED TO A MOISTURE PROPORTION OF 95 PERCENT. ALL MATERIALS TO BE PLACED IN FILL SHALL BE PROVED BY THE CONTRACTOR. MATERIALS OF A DETERMINED AND APPROVED TYPE SHALL BE PLACED IN A EACH COMPACTED LAYER OF FILL.
3. FILL AND SUB FILL SHALL BE FINISHED AT ALL INTERSECTIONS AND TOPPING, TO A FINISH GRADE OF 1 PERCENT SLOPE SHALL BE ESTABLISHED TO BE MAINTAINED TO THE SURFACE OF THE ROADWAY. FILL SHALL BE PROTECTED AGAINST EROSION. EROSION CONTROL MEASURES SHALL BE COMPLETED AND MAINTAINED UNTIL AGENCY HAS MADE FOR SUFFICIENT IMPROVEMENT IN CASES OF EROSION CONTROL MEASURES.
4. DRAINAGE AND PROPOSED CULVERTS AND SPURS AS FOUR FT. MINIMUM ALL PAVED IN USCS DRAIN.
5. STREET LIGHTS ARE A MINIMUM OF 30 FEET HIGH AND SHALL BE PLACED TO THE FILL WITH THE ROAD-OF-OR-LESS THAN 6 FEET OF THE FINISHED GRADE.
6. EXCAVATION SHALL BE MAINTAINED OPENED AFTER WORK AND SHALL BE GRAZELAND BY THE AGENCY WITH AREA BENCHES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING TO EXISTING STRUCTURES AND EXISTING UTILITIES SHALL BE OPENED AND MAINTAINED OR EXISTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING TO EXISTING UTILITIES SHALL BE OPENED AND MAINTAINED OR EXISTING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY WITH ALL OTHER REGULATIONS TO THE PRODUCTION OF THE WORK UNDER THE CONTRACT.

EXHIBIT D

HILLSBOROUGH	ESTATES
GRADING & EROSION CONTROL	GRADING P

THOMPSON, DRESSSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10000 GLENN ROAD
CHICAGO, ILL. 60641
(312) 343-1000

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