

C-25A

CITY OF OMAHA BOOK 674 PAGE 598
COUNCIL CHAMBER

Omaha, Nebr. July 20, 1982

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Old Orchard West, a Nebraska Partnership, proposes to build a Subdivision, Old Orchard West, which will be located in an area between 132nd Street and 135th Street from Cryer Avenue to West Center Road; and,

WHEREAS, Old Orchard West, a Nebraska Partnership, wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by Old Orchard West, a Nebraska Partnership, within the area to be developed; and,

WHEREAS, the parties wish to agree upon the manner which public improvements will be built by Old Orchard West, a Nebraska Partnership, and to clarify the responsibilities of the parties in building and maintaining the improvements in the subdivision; and,

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

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

THAT, the Mayor is authorized to sign and the City Clerk is authorized to attest the Agreement between the City of Omaha and Old Orchard West, a Nebraska Partnership, providing for the public improvements and sewer connections to the Omaha sewer system.

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

PWC/12:7C3:77

By *Bernie Simon*
Councilman

Adopted JUL 20 1982 6-0

Mary Sullivan
City Clerk
Approved *Michael R. Taylor*
Mayor

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.

Mary Sullivan
BY CITY CLERK

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SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT, made this 20th day of July, 1982, by and between Old Orchard West, a Nebraska Partnership, hereinafter referred to as "Subdivider", and the CITY OF OMAHA (hereinafter referred to as "City").

WHEREAS, the Subdivider is the owner of Old Orchard West, the land included within the proposed plat attached hereto as Exhibit "A" (herein referred to as the "Property"); and

WHEREAS, the Subdivider has constructed improvements on the Property; and

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

WHEREAS, the Subdivider and City desire to agree on how the public improvements in the Property will be installed,

NOW, THEREFORE, the following is agreed between the parties hereto:

1. Improvements. Attached hereto as Exhibit "B" and incorporated herein by reference is a plat showing the improvements in place in the Property, i.e. storm sewer, sanitary sewer, and paving of main drives.

The City will maintain the Sanitary and Storm Sewers which were previously constructed by Sanitary and Improvement District No. 31 (Montclair of Westwood) within the easement as shown in Exhibit "A".

2. Water, Gas and Electrical Power. The Subdivider has entered into an agreement with Metropolitan Utilities District regarding all water and gas line extensions on the Property, and into an agreement with Omaha Public Power District for power lines installed in the property. (Copies of all agreements with Omaha Public Power District and Metropolitan Utilities District will be provided to the City.)

3. Payment for the Improvements. The Subdivider has paid for all improvements, all charges by the Metropolitan Utilities District for water and gas lines, and all charges by the Omaha Public Power District for underground electrical services or overhead power.

4. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Owner according to the following schedule:

- (1) Sidewalks shall be constructed immediately abutting developed lots except along the Southerly portion of Lot 3, as soon after development as weather permits.
- (2) In any event, all sidewalks shall be constructed upon both sides of all public streets except along the Southerly portion of Lot 3 within three years of the recording of the subdivision.

5. Right to Connect to City Sewer System. The City hereby acknowledges that it has given the Subdivider the right to connect its sanitary sewer system to the City sanitary sewer system, subject to obtaining proper permits. A fee of \$854.87 per Acre shall be paid to the City at the time of connection, for each connection to the City sewer system. Such fee is in lieu of the front footage connection fee.



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6. Binding Effect. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns.

7. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. A violation of that section with the knowledge of the Contractor, in addition to constituting employee malfeasance, shall be cause for the City to unilaterally terminate or void this Agreement.

ATTEST:

Mary Guey
CITY CLERK

CITY OF OMAHA

BY *Michael Boyle* 7/27/82
MAYOR DATE

SUBDIVIDER

OLD ORCHARD WEST, a Nebraska partnership

By: *Frank R. West*
Frank R. West, President
Farmland Enterprises, Inc., a
Nebraska corporation, General
Partner

APPROVED AS TO FORM:

Ken Berger
CITY ATTORNEY

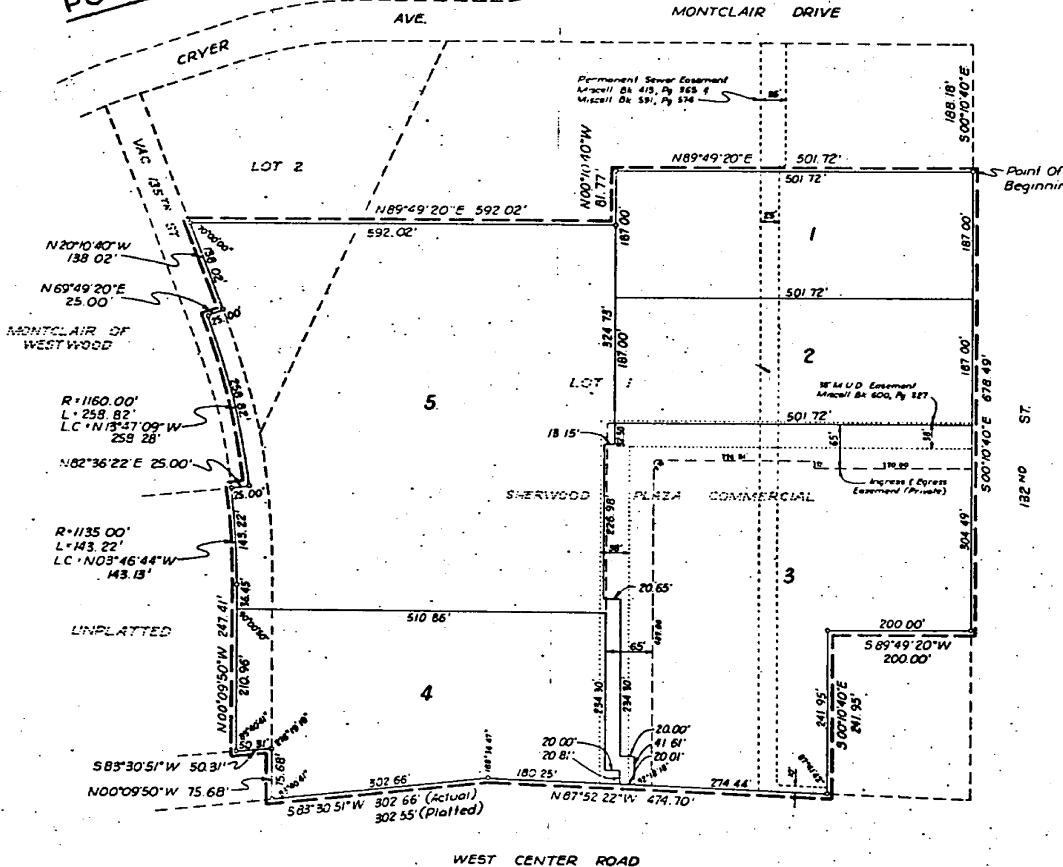


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OLD ORCHARD V

(LOTS 1 THRU 5, INCLUSIVE)
BEING A REPLAT OF PART OF VACATED 135TH STREET
LOTS 1 & 2, SHERWOOD PLAZA COMMERCIAL, A SUBDIVISION
THE SE 1/4 OF SEC 25, T15N, R11E OF THE 6TH PM, DOUGLAS CO

POOR COPY FILED



DEDICATION

Know all men by these presents that the undersigned, as Partners, owners, and Real Estate owners, of the said land to be subdivided as to be hereafter known as Old Orchard West, a Nebraska Partnership, which has been organized under the laws of the State of Nebraska, do hereby grant the sewer easements as granted to the Omaha Public Utility Company, which has been organized under the laws of the State of Nebraska, to extend their sewer system, their successors and assigns, over and across the said land, to be hereafter known as Old Orchard West, a Nebraska Partnership, for the purpose of conveying sewage to the Omaha Public Utility Company's sewer system, and for the purpose of installing and maintaining thereon, including the right to install and maintain thereon, any and all pipes, conduits, cables, wires, cables, and other appurtenances, and for the purpose of installing and maintaining thereon, including the right to install and maintain thereon, any and all pipes, conduits, cables, wires, cables, and other appurtenances, and for the purpose of installing and maintaining thereon, including the right to install and maintain thereon, any and all pipes, conduits, cables, wires, cables, and other appurtenances.

In witness whereof we do hereby sign these presents at Omaha, Nebraska, this 10th day of August, 1988.

By: *Frank R. West*, President
Farmlands Enterprises, Inc.,
General Partner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 10th day of August, 1988, I, Frank R. West, General Partner in Old Orchard West, a Nebraska Partnership, personally appeared before me, a Notary Public in and for the State of Nebraska, and he acknowledged to me that he executed the foregoing instrument as his voluntary act and deed.

Witness my hand and Notary Seal this 10th day of August, 1988.

My Commission expires the _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 10th day of August, 1988, I, Frank R. West, General Partner in Old Orchard West, a Nebraska Partnership, personally appeared before me, a Notary Public in and for the State of Nebraska, and he acknowledged to me that he executed the foregoing instrument as his voluntary act and deed.

Witness my hand and Notary Seal this 10th day of August, 1988.

My Commission expires the _____



OLD ORCHARD WEST

(5 INCLUSIVE)
VACATED 135TH STREET & PART OF
SHERWOOD PLAZA COMMERCIAL, A SUBDIVISION LOCATED IN
THE 6TH P.M., DOUGLAS COUNTY, NEBR.

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SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed as shown on the within plat and that a bond has been furnished to the City of Omaha to insure placing of permanent monuments and stakes at all corners of all lots, angle points and ends of all curves in Old Orchard West (Lots 1 thru 5 inclusive), being a recast of part of vacated 135th Street and part of Lots 1 and 2 in Sherwood Plaza Commercial, a subdivision located in the SE 1/4 of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the West right-of-way line of 132nd Street and the South right-of-way line of Montclair Drive, said point also being the Northeast corner of said Lot 1, Sherwood Plaza Commercial; thence S00°10'40"E, (assumed bearing), along said West right-of-way line of 132nd Street, a distance of 189.18 feet to the Point of Beginning; thence continuing S00°10'40"E, along said West right-of-way line of 132nd Street, a distance of 676.45 feet; thence S89°49'20"W, a distance of 200.00 feet; thence S20°10'40"E, a distance of 241.95 feet to a point on the North right-of-way line of West Center Road; thence along said North right-of-way line of West Center Road, on the following described courses; thence N07°52'22"W, a distance of 474.70 feet; thence S53°30'51"W, a distance of 302.66 feet to the Southwest corner of said Lot 1, Sherwood Plaza Commercial; thence N00°09'50"W, along the West line of said Lot 1, Sherwood Plaza Commercial, a distance of 25.68 feet to the Southeast corner of said vacated 135th Street; thence S51°20'51"W, along the South line of said vacated 135th Street, a distance of 50.11 feet to the Southwest corner of said vacated 135th Street; thence N21°29'50"W, along the West line of said vacated 135th Street, a distance of 247.41 feet; thence Northwesterly, along said West line of vacated 135th Street, on a curve to the left with a radius of 1135.00 feet, a distance of 163.22 feet, said curve having a long chord which bears N07°45'44"W, a distance of 143.13 feet; thence N32°36'22"E, a distance of 25.00 feet to the centerline of said vacated 135th Street; thence Northwesterly, along said centerline of vacated 135th Street, on a curve to the left with a radius of 1160.00 feet, a distance of 258.82 feet, said curve having a long chord which bears N12°42'13"W, a distance of 258.28 feet; thence N49°20'20"E, a distance of 25.00 feet to a point on the East line of said vacated 135th Street; thence N20°10'40"W, along said East line of vacated 135th Street, a distance of 138.02 feet; thence N89°49'20"E, a distance of 592.02 feet; thence N00°10'40"W, a distance of 81.77 feet; thence N89°49'20"E, a distance of 501.72 feet to the Point of Beginning.

DEDICATION

Know all men by these presents that we, Old Orchard West, a Nebraska Partnership, owners, and Realbanc Inc., mortgagee of the property described in the certification of survey and embrace within this plat have caused said land to be subdivided into lots to be numbered as shown, said subdivision to be hereafter known as Old Orchard West, and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby grant the sewer easements as shown on this plat. Parcel easements are granted to the Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereof wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the equipment thereof, including all services to the buildings on the property described in the certification of survey, over, upon, along, above, under, in and across a strip of land ten feet (10') in width, being five feet (5') on each side of and parallel to facilities as constructed, no permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof we do set our names this 10 day of MAY, 1982.

OLD ORCHARD WEST, A NEBRASKA PARTNERSHIP REALBANC, INC.

By: Frank R. West, President of
Farlands Enterprises Inc.,
General Partner

By: _____

ACKNOWLEDGEMENT OF NOTARY

(STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 10 day of MAY, 1982, before me, a Notary Public, personally appeared Frank R. West, President of Farlands Enterprises Inc., General Partner in Old Orchard West, who is personally known by me to be the identical person whose signature is affixed to the dedication on this plat, and he acknowledged the signing of said dedication to be his voluntary act and deed and the voluntary act and deed of Old Orchard West.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

Notary Public

My Commission expires the day of , 19 .

ACKNOWLEDGEMENT OF NOTARY

(STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this day of , 1982, before me, the undersigned, a Notary Public in and for said County personally came _____ of Realbanc, Inc. to me personally known to be the identical person whose name is affixed to the dedication on this plat, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by their authority.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

Notary Public

My Commission expires the day of , 19 .

Roger L. Starr U.S. 399 Date _____

APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of Old Orchard West (Lots 1 thru 5 inclusive) was approved by the City Planning Board on this day of , 1982.

Chairman of City Planning Board

OMAHA CITY COUNCIL ACCEPTANCE

This plat of Old Orchard West (Lots 1 thru 5 inclusive) was approved by the City Council of Omaha on this day of , 1982.

Mayor

ATTEST:

City Clerk President of Council

APPROVAL OF DOUGLAS COUNTY SURVEYOR

This plat of Old Orchard West (Lots 1 thru 5 inclusive) was approved by the Office of the Douglas County Surveyor on day of , 1982.

Douglas County Surveyor

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.

Date County Treasurer

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of Old Orchard West (Lots 1 thru 5 inclusive) as to the Design Standards this day of , 1982.

City Engineer

I hereby certify that adequate provisions have been made for compliance with Title 53 of the Omaha Municipal Code.

Date City Engineer

POOR COPY FILED



ELLIOTT & ASSOCIATES
8318 SOUTH 132ND STREET • OMAHA, NE 68137 • (402)935-4700

OLD ORCHARD WEST
OMAHA, NEBR.

FINAL PLAT

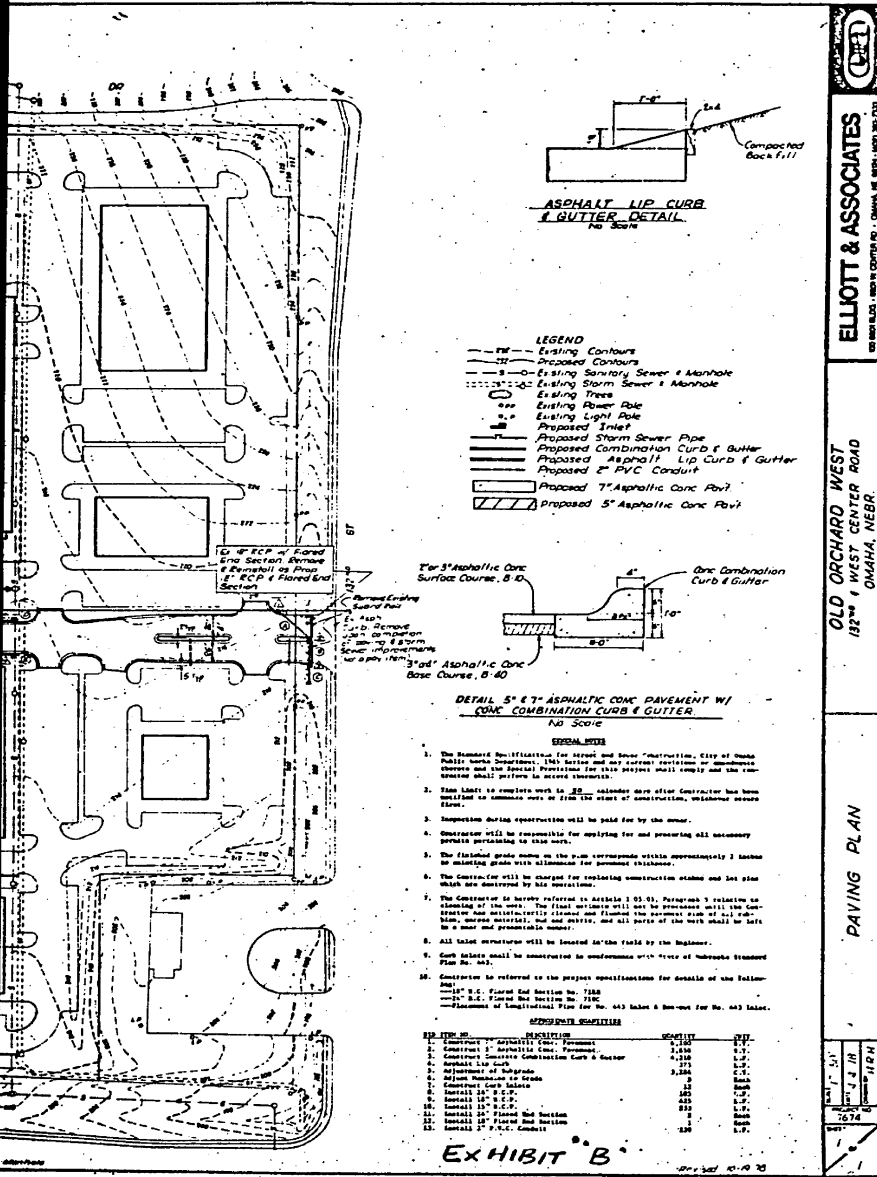


EXHIBIT A

SCALE 1" = 100'
PLAT NO. 76074
DATE 4-30-82
SHEET 1 OF 1
DRAWN BY H.R.H.

POOR INSTRUMENT FILED

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ELLIOTT & ASSOCIATES
 1001 WEST CENTER ROAD
 OMAHA, NEBR.
 68102-1001
 PAVING PLAN

2 issues

RECEIVED
 1982 JUL 26 PM 3:18
 L. HANDEL, CLERK
 CLERK OF DISTRICT
 DOUGLAS COUNTY, NEBR.

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