

CITY OF OMAHA

LEGISLATIVE CHAMBER

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Omaha, Nebr..... May 20, 1986

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Maple Heights L-25 Partnership proposes to build a Subdivision, Maple Heights Office Park, which will be located Southeast of 107th Street and Bedford Avenue; and,

WHEREAS, Maple Heights L-25 Partnership wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by the Subdivider within the area to be developed; and,

WHEREAS, the parties wish to agree upon the manner which public improvements will be built by Maple Heights L-25 Partnership and to clarify the responsibilities of the parties in building and maintaining the improvements in the subdivision; and,

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

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

THAT, the Subdivision Agreement between the City of Omaha and Maple Heights L-25 Partnership as recommended by the Mayor providing for the public improvements and sewer connections to the Omaha sewer system is hereby approved

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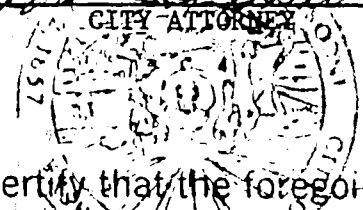
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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

6059y

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY



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.

[Signature]
CITY CLERK

BR 778 Def JK
PG 98-102 Indx MAK
OF Misc Comp JK
79A-284 2550
79A-277 MC BC
Comp JK

[Signature]
Councilmember

ADOPTED JUN 10 1986

[Signature]
City Clerk
[Signature]
Mayor 6/13/86



SUBDIVISION AGREEMENT

This Subdivision Agreement, made this 28 day of April, 1986 by and between Maple Heights L-25 Partnership, a Nebraska Corporation (hereinafter referred to as "SUBDIVIDER"), and the CITY OF OMAHA (hereinafter referred to as "CITY").

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

WHEREAS, the Subdivider proposes to build public 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 of Omaha; and,

WHEREAS, the Subdivider and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:


1. Public improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed on the property, i.e. sanitary sewer, (hereinafter referred to as "IMPROVEMENTS"). All improvements must receive the approval of the Public Works Department of the City prior to construction. Maintenance of the sewer will be performed by the City of Omaha.
2. Water, gas, and electrical power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to City within four months from the date of this Agreement.
3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvements following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code.
4. Payment for improvements. The Subdivider shall pay the cost of the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for underground electrical service or overhead power installations.
5. Sidewalks. Sidewalks along the south side of Bedford Street abutting the area to be developed shall be constructed by the Subdivider according to the following schedule:
 1. Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather shall permit.

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- 2. In any event, all sidewalks shall be constructed upon the south side of Bedford Street abutting the property within three years on the recording of the subdivision plat.
- 3. Sidewalks along West Maple Road will not be required until a Sidewalk District is created by the City of Omaha to service the area.
- 6. Right to connect to City sewer system. The City hereby acknowledges that it has given the subdivider the right to connect the sanitary sewer system on the property to the City sanitary sewer system, subject to minimum sewer permits.

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

ATTEST:


 CITY CLERK OF THE CITY OF OMAHA

CITY OF OMAHA
 Michael Boyle
 _____ 6/13/86
 MAYOR

SUBDIVIDER:
 L-25 MAPLE HEIGHTS

By: J. L. Heenrichs, Partner

APPROVED:

 CITY ATTORNEY

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MAPLE HEIGHTS

OFFICE PARK

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LOTS 1 THRU 4, INCLUSIVE

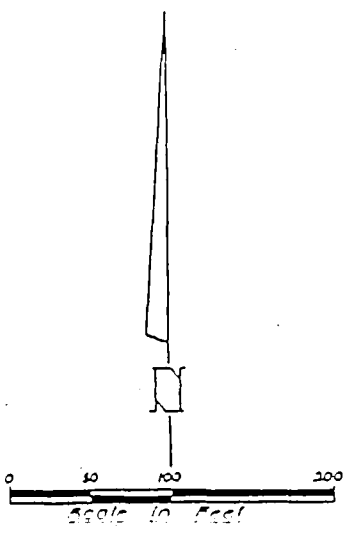
BEING A REPLATTING OF LOT 25, MAPLE HEIGHTS, A SUB-DIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.



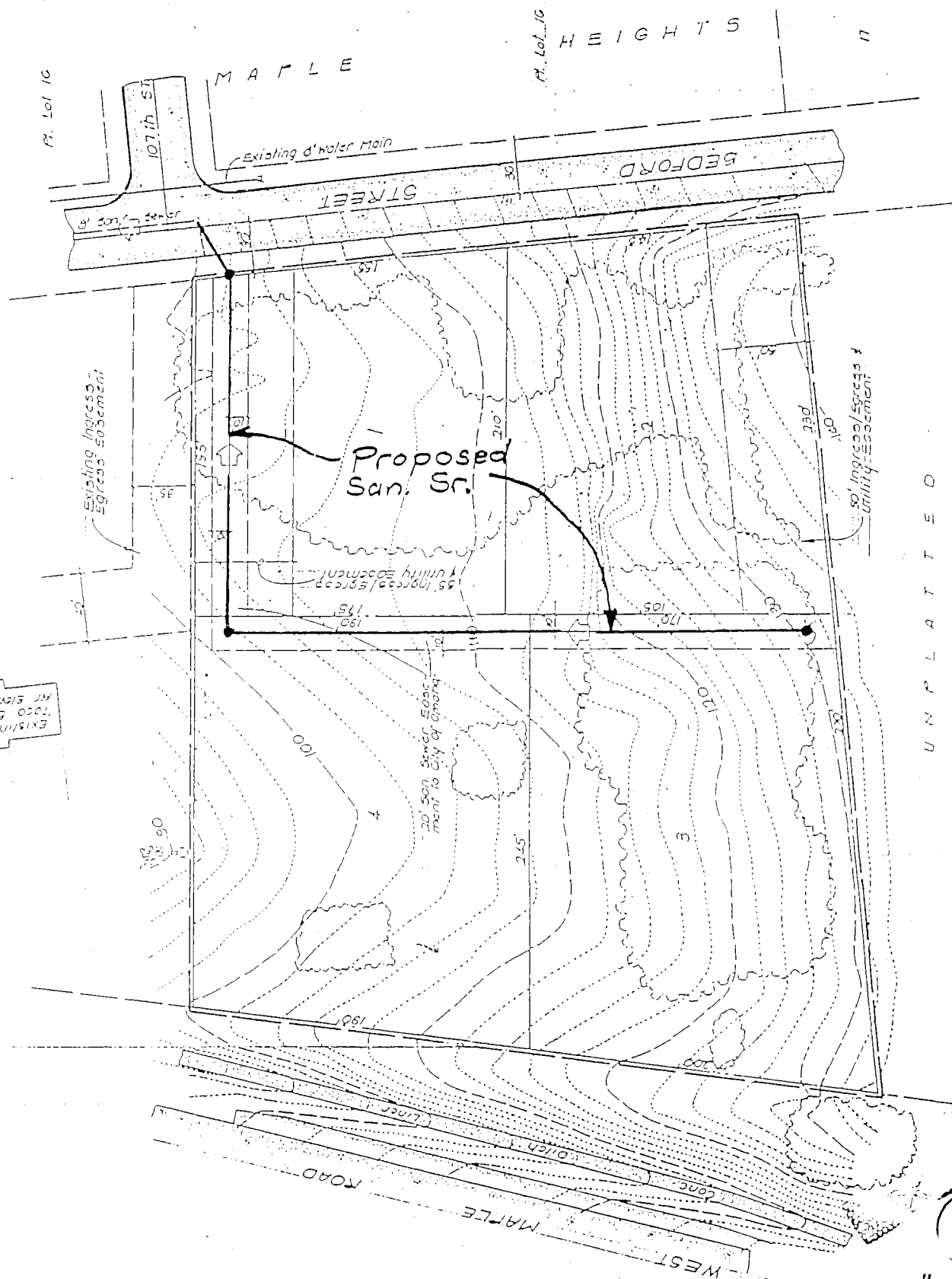
LEGEND
 Recorded Dimensions R
 Measured Dimensions M

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EXHIBIT "A"



MAPLE HEIGHTS OFFICE PARK



UNPLATED

EXISTING
7000 Gall.
AT ELEV. 130

EXHIBIT "B" L