5

CITY OF OMAHA

COUNCIL CHAMBER

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Omaha, Nebr. May 12, 19 81

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Maenner Acres One, to be known as Armbrust Acres 2nd Addition, proposes to build a subdivision which will be located in an area between 163rd Street and 165th Avenue from "C" Street to Spring Circle; and,

WHEREAS, Sanitary and Improvement District (S. & I.D.) 298 has been formed to build public improvements in this subdivision; and,

WHEREAS, Maenner Acres One and S. & I.D. 298 wish to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; 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 the same shall be specially assessed; and,

WHEREAS, the S. & I.D. 298 agrees to pay $84,660.00 as a sewer connection fee to be used for the construction of the sewers in the Papillion Creek Watershed; 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, Sanitary and Improvement District 298 of Douglas County, Nebraska and Maenner Acres One, providing for the public improvements and sewer connection to the Omaha Sanitary Sewer System.

N/16:7C4:11

APPROVED AS TO FORM:

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.

BY CITY CLERK

By Steve Rosenblatt
Councilman

Adopted MAY 12 1981

City Clerk

Approved 5/14/81
Mayor

SUBDIVISION AGREEMENT

This Agreement, made and entered into this 12th day of May, 1981, by and between MAENNER ACRES ONE, LTD. (hereinafter referred to as "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO. 298 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").

W I T N E S S E T H :

WHEREAS, Subdivider is the owner or purchaser under agreement 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, 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 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, 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, interest on warrants to date of levy of special assessments.

B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites.

C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawing (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, as shown on paving plan in the area marked Final Plat No. 1 prepared by Kirkham, Michael & Associates, a copy of which is 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 layout prepared by Kirkham, Michael & Associates, a copy of which is attached hereto as Exhibit "C."

C. Storm sewers, inlets, manholes, and related appurtenances constructed in street rights-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 plan in the area marked Final Plat No. 1 prepared by Kirkham, Michael & Associates, a copy of which is attached hereto as Exhibit "B."

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. (Contract with MUD will be provided as soon as available but in no event longer than four (4) 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. (Contract with OPPD will be provided as soon as available but in no event longer than four (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 four (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 a portion of extra-width paving, if any, approved by the City, which may be a general obligation, as specified 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 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 eight inches (8") diameter may be a general obligation of the District.

(3) The total cost of any sanitary sewer constructed outside the District boundary by the District may be a general obligation of the District.

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

D. One hundred percent (100%) of the entire cost of water and gas distribution systems serving the area to be developed shall be specially assessed against the property benefited within the area to be developed. All refunds from MUD shall be credited to the Bond Construction Account of the District.

E. 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.

F. The entire cost of the installation of electrical power service shall be specially assessed against the property within the area to be so developed; except that a portion of the entire cost equal to the estimated refundable charge from the Omaha Public Power District may be a general obligation of

the District, provided that money refunded to the District by the Omaha Public Power District is credited to the Bond (Construction) Account of the District.

G. 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.

H. Payments for interceptor sewer connection charges to the City of Omaha may, as provided in Section IX herein, 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 mill 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 an obligation of the Bond (Construction) Account of the District 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.

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:

(a) The amount paid to each contractor.

(b) 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 warrants fees and bond fees.

(c) A special itemization of all costs of the District not itemized in (a) and (b) 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.

The District covenants that it shall levy an annual mill levy sufficient to fully comply with Nebraska Budget Act. Such annual mill levy shall, for a period of ten (10) consecutive years after the creation of the District or until District's debt is paid in full, whatever is the shorter period, not be less than the City's immediately prior levy.

SECTION VII.

In the performance of this contract, 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. 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.

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 for 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 the 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" in conformance with the following:

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. Payment for Construction of Interceptor Sewers. The District shall make payment to the City of Omaha the fee in the amount of $ 84,660.00 for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

166 Lots x $ 510.00 = $ 84,660.00

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 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:

(1) Amount of Special Sewer Connection Fee. The real estate shall be charged the special sewer fee amount as set forth in Section IX-A for each lot or parcel.

(2) Time of Collection. The Special Sewer Connection Fee shall be collected by the District 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) Extent of Collection. The Special Sewer Connection Fee will be collected by the District on each lot from the date of this Agreement until the District has collected by such payment or through Special Assessment the entire amount paid by the District to the City, as described in Section IX-A. The entire proceeds collected by the District will be used by the District to pay off the warrants or other debts incurred by the District in obtaining the funds paid to the City as required in Section IX-A.

D. City Sewer Connection and Sewer Use Fees to be Paid. 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. However, the City shall reduce its "Special Connection Fee - Papillion Creek Watershed" for any lot listed in Section IX-A herein, by the amount paid by the District for that lot pursuant to that section and collected by the District from the party for whom the connection is made.

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

F. Audit of District's Records. The City shall have access at all times to the District records for the purpose of auditing the accounts pertaining to collection of the Special Sewer Connection Fee.

G. Upon execution of this Agreement, the District shall make payment to the City in cash or warrants immediately convertible into cash in the amount as stated in Section IX-A of this Agreement. The City shall accept and retain such monies to make progress payments for the design, construction and construction supervision for building interceptor sewers.

IN WITNESS WHEREOF, we, the contracting parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

CITY OF OMAHA,

By _____ 5/14/81
Mayor Date

ATTEST:

City Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 298 OF DOUGLAS COUNTY, NEBRASKA,

By _____
Chairman

ATTEST:

Clerk

MAENNER ACRES ONE, LTD.,

By _____

ATTEST:

APPROVED AS TO FORM:

Assistant City Attorney

Notes:

1. All curve data is based on the arc definition.
2. All distances along curves are arc lengths unless otherwise noted.

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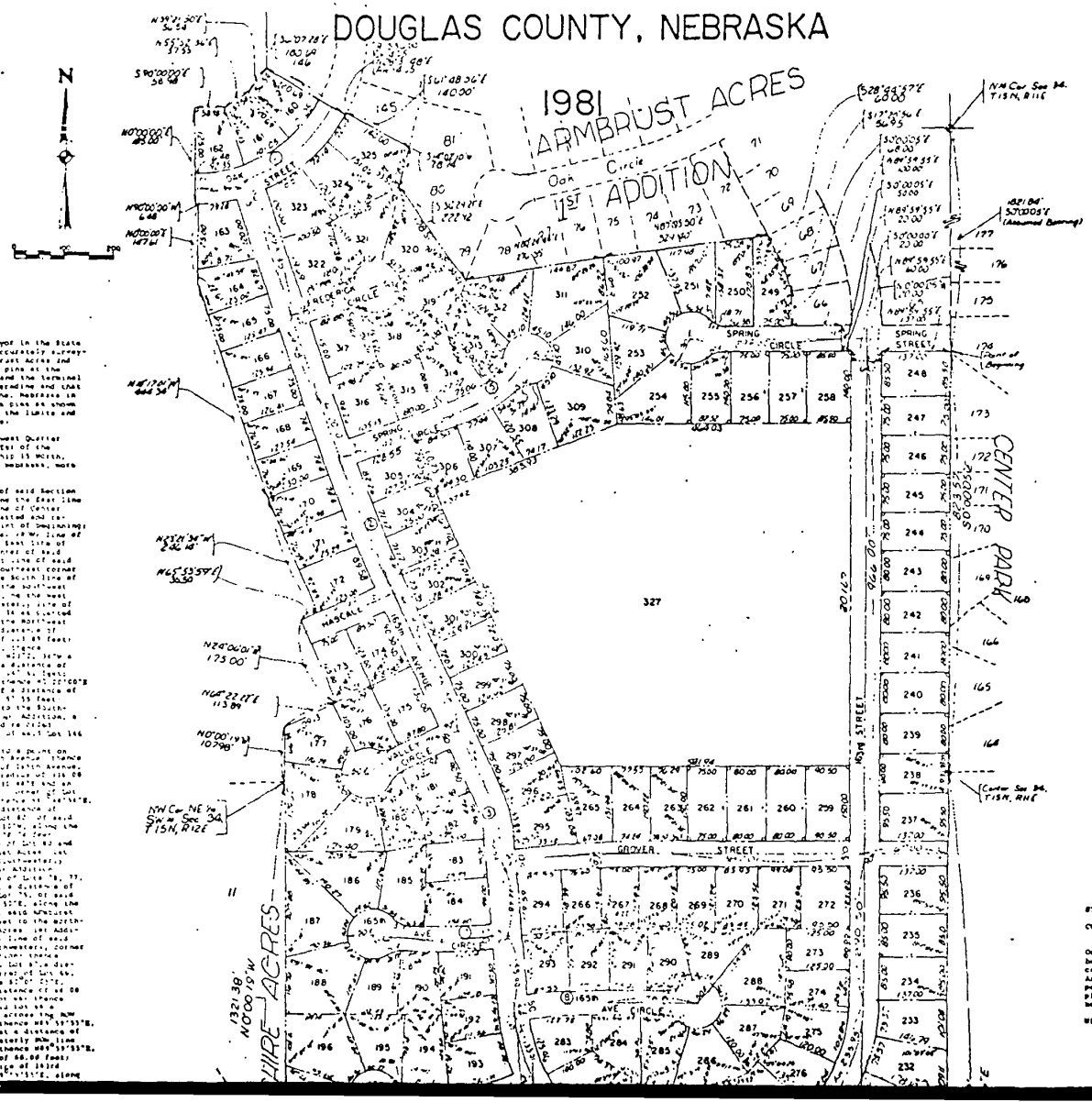
ARMBRUST ACRES 2ND ADDITION

(lots 160 to 327 inclusive)

PART OF THE NW 1/4 & ALL OF THE NE 1/4 OF THE SW 1/4 OF
SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST
DOUGLAS COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I, Dean E. Belmberger, a registered land surveyor in the State of Nebraska, do hereby certify that I have accurately surveyed the outer boundaries of this plat of Armbrust Acres 2nd Addition, and I shall install permanent iron pins at the corners of all lots, streets, angle points, and the terminal points of all curves upon completion of the grading and that a bond has been furnished to the City of Omaha, Nebraska in order to insure the placing of permanent iron pins as shown on this plat of Armbrust Acres 2nd Addition, the limits and boundaries of said subdivision are as follows:

A tract of land being that part of the Northwest Quarter (NW¼) together with the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 34, Township 15 North, Range 11 East of the 6th PM, Douglas County, Nebraska, more particularly described as follows:

Commencing at the North Quarter (N¼) corner of said Section 34, thence [illegible] (Assumed Bearing), along the East line of said NW¼, said line being the Westerly line of Center Park, a subdivision in said Section 34 as platted and recorded, a distance of [illegible] feet to the point of beginning; said point being on the Southerly right-of-way (R.O.W.) line of Spring Street; thence [illegible] along said East line of the NW¼, a distance of [illegible] feet to the Center of said Section 34; thence [illegible] along the East line of said NE¼ SW¼, a distance of [illegible] feet to the Southeast corner of said NE¼ SW¼; thence [illegible] along the South line of said NE¼ SW¼, a distance of [illegible] feet to the Southwest corner of said NE¼ SW¼; thence [illegible] along the West line of said NE¼ SW¼, said line being the Easterly line of [illegible] Acres, a subdivision in said Section 34 as platted and recorded, a distance of [illegible] feet to the Northwest corner of said NE¼ SW¼; thence [illegible]

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, E. Dolores and Willis E. Armbrust, sole owners and proprietors of the land embraced within this plat and described in the Surveyor's Certificate, have caused the same to be subdivided into lots and streets, said subdivision to be known as Armbrust Acres 2nd Addition, the lots to be numbered as shown (Lots 160 through 327 inclusive), and we approve the disposition of the property as shown on this plat and we hereby dedicate to the public for the public use the streets, circles and avenues as shown herein. We do further grant a perpetual license in favor of and granting to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew underground cables or conduits, poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities, and extend thereon wire for the carrying and transmission of electric current for light, heat, power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of all lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots and all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the above described 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 hereby set our hands this _________ day of _____________, 1981, A.D.

E. Dolores Armbrust

Willis E. Armbrust

ACKNOWLEDGEMENT OF NOTARY

STATE OF ______________)
) SS
COUNTY OF ______________)

On this __________ day of __________, 1981, A.D., before me a Notary Public in and for said County, personally came the above named E. Dolores Armbrust and Willis E. Armbrust, who are personally known to me to be the identical persons whose names are affixed to the Dedication of this plat and they acknowledge the signing of said Dedication to be their voluntary act and deed.

Witness my hand and official seal the last date foresaid.

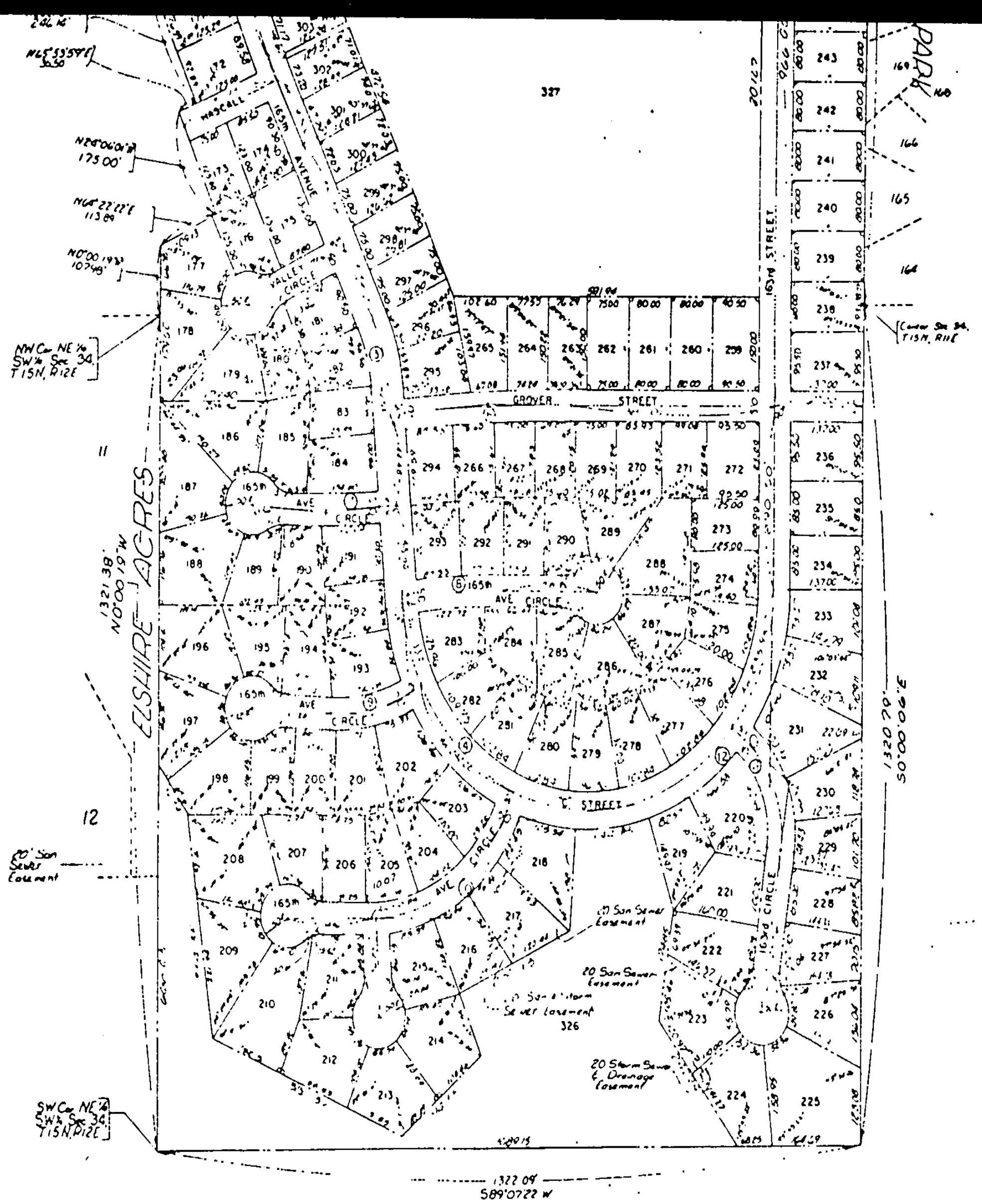
Notary Public

Spring Street, thence [illegible], along said East line of the NW¼, a distance of [illegible] feet to the Center of said Section 34, thence S0°00'04"E, along the East line of said NE¼ SW¼, a distance of 1320.79 feet to the Southeast corner of said NE¼ SW¼, thence S89°07'22"W along the South line of said NE¼ SW¼, a distance of 1322.09 feet to the Southwest corner of said NE¼ SW¼; thence N0°00'19"W, along the West line of said NE¼ SW¼, said line being the Easterly line of Elshire Acres, a subdivision in said Section 34 as platted and recorded, a distance of [illegible] feet to the Northwest corner of said NE¼ SW¼, thence [illegible] a distance of [illegible] feet; thence N64°22'22"E a distance of [illegible] feet; thence [illegible] a distance of 175.00 feet; thence [illegible] a distance of 35.50 feet; thence [illegible] a distance of 246.14 feet; thence [illegible] a distance of [illegible] feet; thence [illegible] a distance of [illegible] feet; thence [illegible] a distance of [illegible] feet; thence [illegible] a distance of [illegible] feet; thence [illegible] a distance of 58.50 feet; thence [illegible] a distance of [illegible] feet; thence [illegible] a distance of 56.55 feet to the Southwesterly corner of Lot 144, Armbrust Acres 1st Addition, a subdivision in said Section 34 as platted and recorded; thence [illegible] along the Southerly line of said Lot 144

and its extension a distance of [illegible] feet to a point on the Easterly [illegible] R.O.W. line of 165th Avenue; thence northeasterly along said Easterly R.O.W. line of 165th Avenue, on a curve to the left [illegible] feet [illegible] and an arc length of [illegible] feet to the Southwesterly corner of Lot [illegible] of said Armbrust Acres 1st Addition; thence [illegible] along the Southerly line of said Lot [illegible] a distance of [illegible] feet to the Southwesterly corner of Lot 87 of said Armbrust Acres 1st Addition; thence [illegible] along the Westerly line of said Lot [illegible] a distance of [illegible] feet; thence [illegible] along said Westerly line of Lot 82 and the Southerly line of Lot [illegible] of said Armbrust Acres 1st Addition, a distance of [illegible] feet to the southwesterly corner of Lot 78 of said Armbrust Acres 1st Addition; thence [illegible] along the Southerly line of Lots 78, 77, and 76 of said Armbrust Acres 1st Addition, a distance of [illegible] feet to the Southwesterly corner of Lot 76 of said Armbrust Acres 1st Addition; thence [illegible] along the Southerly lines of Lots 75, 74, 73 and 72 of said Armbrust Acres 1st Addition, a distance of [illegible] feet to the Northwesterly corner of Lot 68 of said Armbrust Acres 1st Addition; thence [illegible] along the Westerly line of said Lot 68 a distance of [illegible] feet to the Northwesterly corner of Lot 67 of said Armbrust Acres 1st Addition; thence [illegible] along the Westerly line of said Lot 67 a distance of [illegible] feet to the Northwesterly corner of Lot 66 of said Armbrust Acres 1st Addition; thence [illegible] along the Westerly line of said Lot 66, a distance of 66.00 feet to the Southwesterly corner of said Lot 66; thence [illegible] along the Southerly line of said Lot 66 a distance of [illegible] feet; thence [illegible] across the ROW of Spring Street a distance of [illegible] feet; thence N89°59'55"E, along the Southerly R.O.W. line of Spring Street a distance of [illegible] feet; thence [illegible] along the Westerly R.O.W. line of 163rd Street a distance of [illegible] feet; thence N89°59'55"E, across the R.O.W. of 163rd Street a distance of [illegible] feet; thence [illegible] along the Easterly R.O.W. line of 163rd Street a distance of [illegible] feet; thence N89°59'55"E along the Southerly R.O.W. line of Spring Street a distance of [illegible] feet to the point of beginning, and containing [illegible] acres more or less.

Dated this ____________ day of ____________, 1981

____
Sean E. Feinberger
Registered Land Surveyor
L.S. no. 344



CENTERLINE CURVE DATA

	Δ	D	R	T	L
1.	61°07'20"	18°43'27"	306.00'	180.70'	326.45'
2.	4°59'00"	1°20'01"	4296.13'	262.33'	523.02'
3.	20°21'44"	19°05'55"	300.0'	53.88'	106.62'
4.	90°00'00"	16°22'13"	350.00'	350.00'	549.78'
5.	32°06'00"	17°35'40"	325.61'	93.67'	182.43'
6.	5°15'49"	1°41'40"	3376.86'	155.22'	310.23'
7.	9°50'42"	4°56'05"	1161.00'	100.00'	199.51'
8.	5°15'55"	3°19'10"	1726.09'	79.36'	158.62'
9.	30°51'40"	21°04'10"	271.60'	74.93'	146.01'
10.	66°41'30"	20°25'42"	280.4[illegible]'	184.56'	326.0'
11.	59°17'12"	30°48'26"	185.99'	105.84'	192.45'
12.	84°44'11"	16°22'13"	350.00'	319.26'	517.62'

Notes:

1. All curve data is based on the arc definition.
2. All distances along curves are arc lengths unless otherwise noted.

lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the above described 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 hereby set our hands this ________ day of ____________, 1981, A.D.

______________________ E. Dolores Armbrust

______________________ Willis E. Armbrust

ACKNOWLEDGEMENT OF NOTARY

STATE OF ______________________)
ss
COUNTY OF ______________________)

On this ____________ day of ____________, 1981, A.D., before me a Notary Public in and for said County, personally came the above named E. Dolores Armbrust and Willis E. Armbrust, who are personally known to me to be the identical persons whose names are affixed to the Dedication of this plat and they acknowledge the signing of said Dedication to be their voluntary act and deed.

Witness my hand and official seal the last date foresaid.

____
Notary Public

My commission expires on the ______________ day of ____________, 1981, A.D.

APPROVAL OF CITY PLANNING BOARD

This plat of Armbrust Acres 2nd Addition was approved by the City Planning Board of the City of Omaha this ____________ day of __________, 1981, A.D.

____
Chairman

COUNTY TREASURERS 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.

Dated this ______________ day of ______________, 1981, A.D.

____
Sam J. Howell, County Treasurer

OMAHA CITY COUNCIL ACCEPTANCE

This plat of Armbrust Acres 2nd Addition was approved and accepted by the City Council of Omaha this ____________ day of __________, 1981, A.D.

______________________ Al Veys, Mayor

______________________ Mary Galligan Cornett, City Clerk

ACKNOWLEDGEMENT OF GRADING

I hereby certify that a bond has been furnished the City of Omaha, Nebraska, in order to insure that the streets within this plat of Armbrust Acres 2nd Addition will be graded to the grades approved by the City Engineer and filed with the City of Omaha.

Dated this ______________ day of ______________, 1981, A.D.

____
John L. Adler, P.E.

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of Armbrust Acres 2nd Addition (lots 168 through 327 inclusive) as to the Design Standards this __________ day of ______________, 1981.

____
City Engineer

I hereby certify that adequate provisions have been made for compliance with Title 34 of the Omaha Municipal Code this ____________ day of __________, 1981.

____
City Engineer

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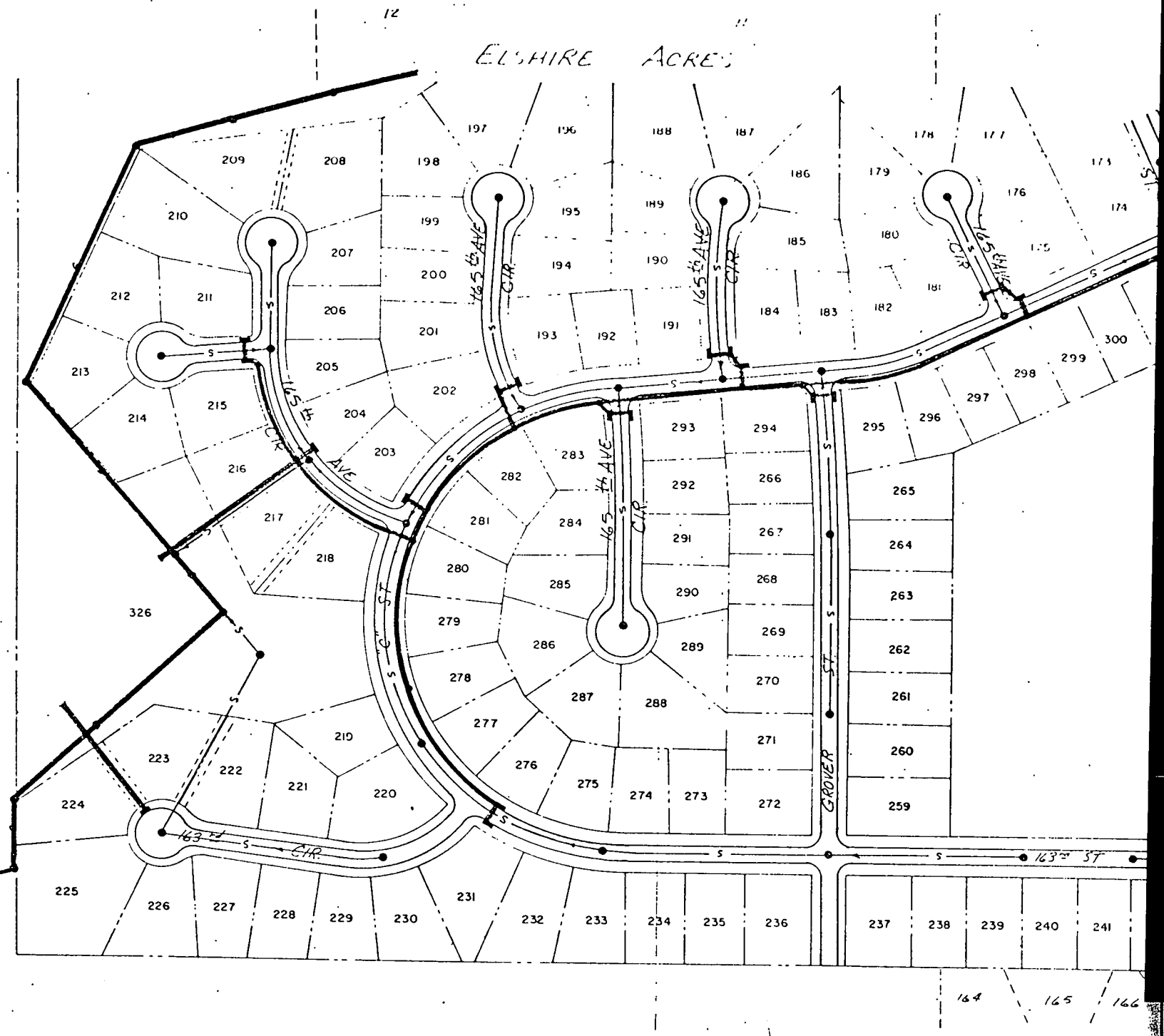
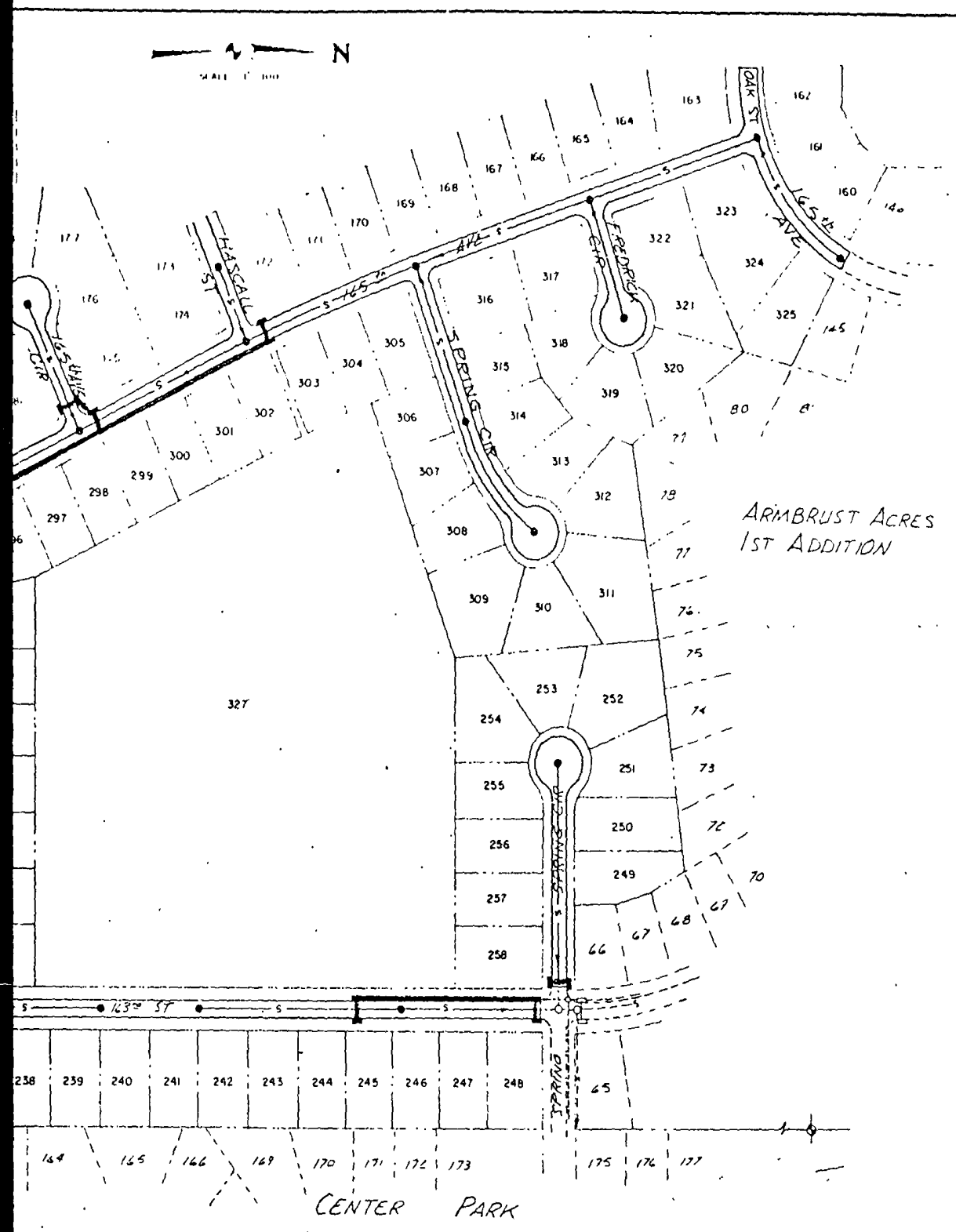
POOR INSTRUMENT FIL



PAVING G.O. ITEM
STORM SEWER G.O. I
BOXELDER CREEK II
SEWER (COVERED UN



14 Misc

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1981 MAY 26 PM 12: 20
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Ref.

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G.O. ITEM
SEWER G.O. ITEM
ER CREEK INTERCEPTER
(COVERED UNDER SEPERATE AGREEMENT)

EXHIBIT B & EXHIBIT C

KIRKHAM, MICHAEL AND ASSOCIATES

ARMBRUST ACRES 2nd ADDITION
SANITARY & IMPROVEMENT DISTRICT NO 298
DOUGLAS COUNTY, NEBRASKA

PRELIMINARY
SANITARY SEWER, STORM SEWER & PAVING LAYOUT

DATE MAY 5, 1981
DRAWN J.C.R.
CHECKED V.L.J.
KMA NO. 8 810138

SHEET