

96-04917

96-04917

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BOOK 60 PAGE 141: 17 SUBDIVISION AGREEMENT
(Private Financing)

[Handwritten signature]

THIS AGREEMENT, made and entered into in LaVista, Nebraska, on this 8th day of March, 1996, by and between the CITY OF LaVISTA, a Municipal corporation in the State of Nebraska (hereinafter "City"), and WILTHAM PLACE LIMITED PARTNERSHIP, a Nebraska Limited Partnership, and its assigns (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer warrants and represents that Developer is the equitable legal and beneficial owner of the parcel of land legally described on Exhibit "A" hereto, which parcel of land, hereinafter referred to as the "Subdivision" is within the City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve Developer's plan for developing the Subdivision and its platting; and

WHEREAS, Developer has elected to use the personal financial option for the construction of all improvements, both infrastructure and other; and

WHEREAS, the parties wish to agree upon the manner and the extent to which storm sewers, sanitary sewers, vehicular and pedestrian access and movement, utility distribution systems and other aspects of the infrastructure of the Subdivision shall be constructed and other issues are to be resolved; and

WHEREAS, Developer desires to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed within the Subdivision, and has requested the City to permit flowage thereof into the City's sewer system with City assuming responsibility for the treatment thereof;

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that such development is developed substantially in accordance with this Subdivision Agreement; and

WHEREAS, the Developer is willing to commit itself to the development of the project substantially in accordance with this Subdivision Agreement and desires to have a reasonable amount of flexibility to carry out the development; and

WHEREAS, the City and Willard I. Friedman, Thama Lee Friedman, Anne Broder, Sue Millward, Howard Friedman and Thomas Friedman, as Developers, entered into a Subdivision and Sewer Connection Agreement dated January 12, 1987 and recorded on January 15, 1987 in Book 60 at Page 141 of the Miscellaneous Records of the Register of Deeds of Sarpy

County, Nebraska, relative to Wiltham Place, a subdivision in Sarpy County, Nebraska ("Wiltham Subdivision Agreement"), and as to any matters in the Wiltham Place Subdivision Agreement, which conflict with the terms of this Subdivision Agreement, the terms of this Subdivision Agreement shall control.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties as follows:

1. Definitions. As used herein, the following words and phrases shall have the following meaning:

- A. "Subdivision" shall mean that area of land to be developed, more specifically described on Exhibit "A" hereto.
- B. "Development Plan" shall mean Developer's final drawings as approved by City illustrating a plan for the improvement of the Subdivision and showing the approximate location of buildings, lot subdivision lines and indicating what part of the Subdivision tract are to be devoted to movement for parking of automobiles and pedestrians, delineating all areas dedicated to public use all in accordance with the requirements of the City. The Development Plan is attached hereto as Exhibit "B" and by reference made a part hereof.
- C. "Subdivision Plat" shall mean the official Subdivision Plat of "Wiltham Place Replat I" prepared in conformity with the Development Plan for purposes of filing with the Register of Deeds of Sarpy County and delineating by legal description the Subdivision and the several subdivided parts thereof and of all public easements. The Subdivision Plat is attached hereto as Exhibit "A" and by reference made a part hereof.
- D. "Infrastructure Improvements" shall mean any and all facilities constructed or otherwise implemented for the purpose of providing access or services of any type or description to or from the Subdivision or serving the Subdivision, including but not limited to, curb cuts, deceleration lanes, internal roadways and access easements, storm sewers, sanitary sewers and utility distribution systems.

- E. "Subdivision Sewer System" shall include all sanitary sewers and appurtenances thereto which are:
- (1) Situated within the boundaries of the Subdivision; or
 - (2) Situated outside the boundaries of the Subdivision tract but constructed for purposes of serving land situated within the Subdivision; or
 - (3) Serving as an outfall sewer or other connecting sewer from the boundaries of the Subdivision to the point of connection with the sewer system of the City or any part thereof.
- F. "School District" shall mean the Papillion-LaVista School District.
- G. "School Property" shall mean the School District's junior high school tract adjoining the Subdivision on the east.
- H. "East Access" shall mean the east entrance to Wiltham Place as shown on the Development Plan and the Subdivision Plat.
- I. "Present Giles Road Entrance" means the present entrance to Wiltham Place from Giles Road a portion of which is located within the west 90 feet of Lot 4, Wiltham Place Replat I, and shown on the Wiltham Place subdivision plat.

2. Infrastructure Improvements to be Constructed. Developer and City agree that the following improvements shall be built prior to occupancy of any building in the Subdivision and at Developer's sole cost and at no cost to City:

- A. Hard surfacing of the system of ingress and egress easements per the Development Plan and conforming Subdivision Plat, which shall be delineated as a vehicular roadway from abutting parking areas by raised curbing. The raised curbing shall be installed by the Developer at the time of construction of a

structure or parking area on the adjoining property; provided curbing for the entire system of ingress and egress easements shall in all events be completed no later than thirty (30) months from date hereof.

- B. Storm sewer system per Development Plan and Subdivision Plat.
- C. A sanitary sewer collection system, including mains, manholes and related appurtenances, constructed within dedicated access easements or separate sanitary sewer easements per Development Plan and conforming Subdivision Plat, including connections to existing sewers at the northeast and southeast corners of the subdivision.
- D. Water distribution mains to be installed by Metropolitan Utilities District ("MUD"), the exact location and dimension of which shall be approved by City.
- E. Gas distribution mains to be installed by Peoples Natural Gas Company, the exact location and dimension of which shall be approved by City.
- F. The Developer shall construct a 24 foot wide hard surfaced roadway within the 36 foot wide public access and utility easement recorded as Instrument No. 95-21992 and shown on the Subdivision Plat and the East Access within the Ingress and Egress easement to be recorded with the Subdivision Plat and shown on the Subdivision Plat. The north end of the hard surfaced roadway to be constructed within the easement recorded as Instrument No. 95-21992 shall not be opened for access to the north until the hard surfaced roadways shown within the Subdivision Plat and the East Access is completed. The Present Giles Road Entrance will remain open until the East Access is completed, and that upon the completion and opening of the East Access the Present Giles Road Access will then be closed. The City shall not issue any Certificates of Occupancy for Lots 2 through 9, inclusive, Wiltham Place Replat I, until the East Access is completed and open

for access to Giles Road. Upon the completion of construction and opening of the East Access to the Subdivision the hard surfaced roadway will be open to the property north of Wilham Place and the roadway will thereafter be permanently open for public use.

3. Developer Submittals. Developer agrees that prior to commencement of construction, that Developer will submit to the City for City's approval the following:

- A. Evidence of title in Developer to all property comprising the Subdivision and opinion of title in form satisfactory to City Attorney.
- B. Final Development Plan.
- C. Final Subdivision Plat, duly executed and acknowledged.
- D. Executed agreement between Developer and the School District, together with an exact legal description of the permanent roadway easements or deed over the School Property with surveyor's certificate attached for the additional area to serve the East Access.
- E. Final grading plan and erosion control plan if applicable.
- F. Sewer connection agreement.

4. Easement and Right-of-Way Dedication. Developer shall dedicate per Development Plan and Subdivision Plat the following perpetual easements in favor of the City as Grantee in form satisfactory to the City Attorney as follows:

- A. A 15 foot permanent sanitary sewer easement recorded as Instrument No. 95-21991.
- B. Permanent sanitary sewer, utilities and ingress and egress recorded as Instrument No. 95-21992 for access and utilities for the Subdivision.
- C. Easement and right-of-way to the Metropolitan Utilities District for water service recorded as

Instrument No. 95-21990 for water service to the Subdivision.

- D. Easement for the East Access to the Subdivision off Giles Road, which will be recorded at the time of recording of the final plat.
- E. Access and roadway permanent easement or deed from the School District for the East Access to the Subdivision from Giles Road to be recorded prior to the recording of the final plat.
- F. Easement for permanent public vehicular and pedestrian ingress and egress over the hard surfaced roadway through the Subdivision.
- G. Existing easements within the Subdivision for the benefit of adjoining properties.

Such "on-tract" easements and dedication shall be detailed on the Development Plan and the Subdivision Plat with location approved by City Engineer and with language of dedication approved by City Attorney.

5. Cost of Improvements. Any and all costs or obligations incurred in connection with any Infrastructure Improvements, including the cost to close and remove the existing Giles Road entrance, shall be paid for by Developer and/or its successors in interest. The Developer and/or its successors, grantees and assigns shall have continuing responsibility for all maintenance, repair and reconstruction of the hard surfaced roadway within the Subdivision. The cost to close and remove the existing Giles Road entrance shall be paid by the Developer at the time of completion. Upon the removal and closing of the existing entrance to Giles Road, the City shall execute and deliver to the Developer a release of the easement upon which the existing Giles entrance is constructed, the legal description of which is attached hereto as Exhibit "C".

6. Perpetual Ingress and Egress Easement. In consideration of City's entering into this Agreement with Developer on the terms herein provided, Developer shall and by these presents hereby does grant and convey unto City a perpetual easement and license over the areas designated as Public Access and Ingress and Egress Easements and utility easements on the Development Plan and conforming Subdivision Plat for perpetual public and governmental ingress and egress through the Subdivision and to the various parcels and lots of the Subdivision.

Developer and/or its successors in interest hereby covenant and agree that they shall perpetually maintain and repair the roadway to be constructed in said access/ingress easement at no cost to the City. Nothing in this Agreement shall be construed to shift to the City any

responsibility for maintenance, repair or reconstruction of the hard surfaced roadway or any part thereof.

The herein granted easement to City and the herein contained covenants of perpetual maintenance and repair by Developers shall be perpetual and shall run with the land in perpetuity, or until specifically vacated and relinquished by City pursuant to City ordinance.

7. Additional Covenants of Developer. Developer covenants and agrees as follows:

- A. Abide by and incorporate into all construction contracts for Infrastructure Improvements the provisions required by the regulations and policies of the City pertaining to construction of improvements in subdivisions and testing procedures therefor.
- B. That the Subdivision Sewer System will be constructed entirely within dedicated access easements or other dedicated easement ways.
- C. That the final version of the Development Plan and its implementation shall, in all respects, be in compliance with the applicable City Council Resolutions.
- D. The Developer shall complete and file covenants in the form satisfactory to the City Attorney, which will obligate all present and future owners of property within the Subdivision to properly maintain, repair and/or reconstruct the hard surfaced roadway located within the easements set forth in the Subdivision Plat and to pay for the cost of such maintenance, repair and/or reconstruction. As part of the covenants, a Property Owners Association shall be established with the power and authority to assess the owners for such maintenance, repair and/or reconstruction cost, and to enforce such assessments by filing liens against the applicable properties and by bringing the appropriate action for foreclosure and/or personal judgments in order to collect such assessments. The covenants shall provide that the City has the right to enforce the covenants in the same manner as any property owner or the association.

- E. Developer relinquishes all rights of ingress and egress to the Subdivision other than that provided by the system of ingress and egress easements shown per the Subdivision Plat.

8. Construction Standards and Procedures. Developer further agrees that, as to all improvements constructed by or on behalf of Developer or under Developer's control or direction, that:

- A. All Infrastructures Improvements will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City for the Subdivision; and that upon completion of construction, Developers shall furnish to the City a certificate from their Consulting Engineers so certifying and Developer shall be responsible for inadequacy of plans, designs and specifications, notwithstanding City's approval thereof.
- B. All Infrastructure Improvements shall be designed and constructed, and as required reconstructed, at the expense of Developer and/or subsequent purchasers of the property located within the Subdivision and at no expense to the City.
- C. Developer shall cause "As Built Plans," in reproducible form, and specifications for all such public improvements that Developer shall have heretofore or hereafter constructed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on mylars, except where the City agrees otherwise.
- D. All such improvements shall comply with all applicable federal and state laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance.
- E. In the event that City's Engineers determine that there is anything in the construction, maintenance or

operation of any such improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same vicinity, Developer will, on notice thereof, promptly correct said defect.

9. Administrative Fee. Developer agrees that, in addition to whatever inspection and testing that the Developer shall perform, or cause to be performed, City reserves the right to cause City's own inspection to be made of all construction of improvements constructed by Developer, whether within or without the subdivision. Developer agrees that it will pay to City an administrative fee equal to two percent of the construction cost for the sanitary sewer, storm sewer, paving and utilities constructed within the easements set forth in the Development Plan and the Subdivision Plat attached hereto as reimbursement to the City for legal, engineering, and administrative expenses incurred by City in connection with this agreement and its implementation. Said two percent fee shall include platting fees payable to the City, but shall be exclusive of platting fees payable to Sarpy County. It shall not include building permit fees, sewer connection fees, or other fees that may become owing to the City by reason of build out of the subdivision. Said administration fee shall be paid to the City at the time of execution of this agreement.

10. Testing Fees. The cost of any paving core tests, sewer televising or other testing required by City or its Engineers shall be paid directly by Developer to the party performing the testing procedures. Neither the developers nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever.

11. Developer Duty to Construct and Maintain/City Rights upon Default. Developer, its successors and assigns, at its own expense, shall construct, reconstruct, maintain and repair all infrastructure improvements to be constructed pursuant hereto. In the event any covenant or agreement undertaken herein by Developer, including but not limited to Developer's obligation to construct, reconstruct, maintain or repair any of the infrastructure improvements, is breached, not performed or otherwise violated, the City shall have the right, after reasonable written notice to the Developer, to take action necessary to cure such breach, non-performance or other violation and shall have the right to assess the cost thereof against the violating property or properties. Such assessment shall be made by a levy of special assessment against the violating property or properties using, to the extent applicable, the same levying procedures that City uses in levying special assessments for public improvements. No portion of such costs shall be allocated to the City.

12. Pedestrian Easement. Developer shall execute and deliver to the City, at no cost to the City, a pedestrian easement, the legal description of which is attached hereto as Exhibit "D", for ingress and egress by pedestrians over and through such easement area and such pedestrian related improvements, if any, the city may build thereon. In the event the City does not commence construction of a pedestrian use improvement thereon within two (2) years from

the date hereof the easement shall be deemed abandoned by City, in which event City, upon Developer's request, shall release such easement of record.

13. Non-Waiver. The failure of either party to exercise its right upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

14. Covenants Running with Land. The covenants, warranties and representations of Developer and the provision of this Agreement by Developer to be performed shall constitute covenants running with and against the land and the several subdivided parcels thereof. By way of specification, and not by way of limitation, successors in title to the Developer shall include any individual or entity which shall acquire all or any part of Developer's interests in the land located within the Subdivision. Developer hereby warrants and covenants that it will make reference to the existence of this Agreement in any conveyance of title of any parcel of the property located within the Subdivision.

15. Mutual Cooperation. City and Developer agree to do all things necessary or appropriate to carrying out the terms of this Agreement and to aid and assist each other in the carrying out of its terms, including but not limited to, enactment by City of such resolutions and ordinances, processing requests for approval and taking of such other action as may be necessary to enable the City and Developer to comply with the terms hereof.

16. Development in Conformity with Development Plan. The Subdivision shall be developed substantially in accordance with the Development Plan. It is intended that the Development Plan be a general schematic of the development. The parties recognize that from time to time and for good and sufficient reason, it may be necessary for the Developer to alter the size or the location of particular buildings or support services. The Developer may modify the Development Plan provided such modifications do not violate any provisions of the LaVista Municipal Code, the LaVista Subdivision Regulations, the City Council applicable Resolutions or any specifically stated requirement of this Agreement (all of the foregoing hereinafter collectively being referred to as "Applicable Site Development Regulations") and the City agrees that any of such modifications shall not constitute a violation of this provision:

- A. As long as the Applicable Site Development Regulations pertaining to this project are not violated and the approval of the City Administrator and City Engineer or Special Engineer is obtained, Developer may alter the location, physical shape or exterior dimension of any structure shown on the Development Plan.
- B. As long as the Applicable Site Development Regulations are not violated and the approval of the City Administrator and City Engineer or Special Engineer is obtained, the Developer may alter the

location and design of any off-street parking areas shown on any lot or area within the Development Plan so long as such alteration does not increase or decrease the impervious coverage requirement and does not materially decrease the total amount of parking available for the project but in no event below the minimum requirements of the Applicable Site Development Regulations.

17. Entire Agreement. Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

18. Applicable Law. The parties mutually agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

19. Schedule of Exhibits and Agreements. The following is a schedule of exhibits to this agreement:

Exhibit "A" - Final Plat of Wiltham Place Replat I.

Exhibit "B" - Development Plan

Exhibit "C" - Legal Description of that Portion of the Existing Entrance Easement to Giles Road, which is to be released.

Exhibit "D" - Site of proposed pedestrian easement on Lot 3.

The following is a schedule of agreements to be executed and recorded prior to or at the recording of the final subdivision plat, such recording to be at Developer's cost:

1. The Subdivision Agreement with the City of LaVista.
2. Sewer Connection Agreement with the City of LaVista.
3. Permanent roadway easement from Papillion/LaVista School District for new connection to Giles Road.
4. Modified roadway easement (roadway through subdivision).
5. Modified permanent sewer easement.
6. Permanent roadway easement to southeast entrance adjoining Giles Road.

7. Pedestrian easement.

8. Release of easement releasing the property set forth in Exhibit "C" attached hereto.

The following is a schedule of easement(s) that were heretofore recorded and not to be modified:

1. Easement and right-of-way dated November 30, 1995 to the Metropolitan Utilities District of Omaha recorded as Document No. 95-21990.

2. Uniform Sewer Easement filed September 20, 1990 as Instrument No. 90-13508 in the Sarpy County Register of Deeds (Lot 3, Wiltham Place).

3. Ten foot wide sanitary sewer easement as shown on the final plat of Wiltham Place (across Lot 5, Wiltham Place Replat).

4. Twenty-five foot wide Northwestern Bell Telephone Company easement as shown on the final plat of Wiltham Place and recorded in Miscellaneous Book 46 at Page 674 of the Sarpy County Records.

5. Permanent easement as shown on the final plat of Wiltham Place and recorded in Miscellaneous Records at Book 31 at Page 155 of the Sarpy County Records.

6. Thirty foot wide storm sewer easement as shown on the final plat of Wiltham Place.

7. That portion of Perpetual Ingress and Egress Easement running across Lot 2, Wiltham Place, as set forth in the plat of Wiltham Place filed on January 27, 1987 in Book 8, Page 131 of the records of the Register of Deeds, Sarpy County, Nebraska, remaining after the release of that portion of such easement described in Exhibit "C" attached hereto.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures and seals the day and year first above written.

CITY OF LA VISTA

BY: Harold Ahlem
MAYOR

ATTEST: Christy A. McInnes
City Clerk

WILTHAM PLACE LIMITED
PARTNERSHIP, a Nebraska limited
partnership

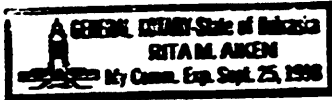
By: Willard Construction Co., Inc.,
a Nebraska corporation, General
Partner

By: Willard I. Friedman
Willard I. Friedman, President

STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

On this 8th day of March, 1996, before me, the undersigned, a Notary Public in and for said County, personally came Harold Anderson and Dorothy A. McGinnis, Mayor and City Clerk of the City of LaVista, a municipal corporation in the State of Nebraska, to me personally known to be the Mayor and City Clerk and identical persons whose names are affixed to the above Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of said City was affixed thereto by its authority.

WITNESS my hand and notarial seal at LaVista, Nebraska, the day and year last above written.

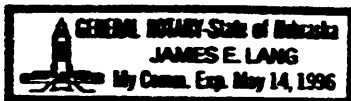


Rita M. Aiken
Notary Public

STATE OF Nebraska)
COUNTY OF Sarpy) SS.

On this 29th day of February, 1996, before me, the undersigned, a Notary Public in and for said County, personally came Willard I. Friedman, President of Willard Construction Co., Inc., the General Partner of Wiltham Place Limited Partnership, a Nebraska Limited Partnership, to me personally known to be officer and identical person whose name is affixed to the above Subdivision Agreement, 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 said corporation was affixed thereto by its authority.

WITNESS my hand and notarial seal at LaVista, Nebraska, the day and year last above written.

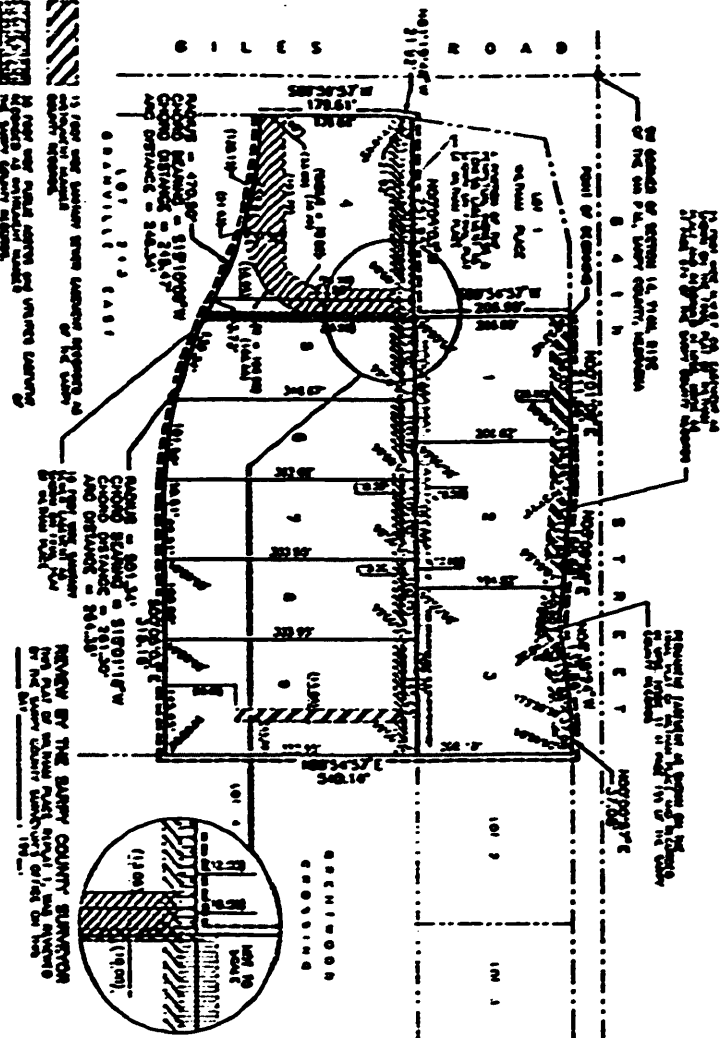


James E. Lang
Notary Public

96-04917 M

WILTHAM PLACE REPLAT 1

LOTS 1 thru 9, INCLUDING
 BOUND A REPEAT OF LOTS 8 AND 9, WILTHAM PLACE, A SUBDIVISION AS SHOWN ON
 PLATS AND RECORDS IN SASSY COUNTY, MISSISSIPPI.



- NOTES**
- (1) ALL DISTANCES IN THIS PLAT ARE IN FEET AND INCHES.
 - (2) ALL DISTANCES IN THIS PLAT ARE IN FEET AND INCHES.
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 - (20) ALL DISTANCES IN THIS PLAT ARE IN FEET AND INCHES.

Exhibit "A"

SUBDIVISION CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Mississippi, do hereby certify that the foregoing plat of the subdivision of the above described property into lots, as shown on the attached plat, is correct and conforms to the provisions of the laws of the State of Mississippi relating to the subdivision of land.

Witness my hand and the seal of my office this 27th day of November, 1965, at Jackson, Mississippi.

 Surveyor



DEDICATION

The undersigned, being a duly qualified and licensed Surveyor of the State of Mississippi, do hereby certify that the foregoing plat of the subdivision of the above described property into lots, as shown on the attached plat, is correct and conforms to the provisions of the laws of the State of Mississippi relating to the subdivision of land.

Witness my hand and the seal of my office this 27th day of November, 1965, at Jackson, Mississippi.

 Surveyor

ACKNOWLEDGMENT OF NOTARY

I, the undersigned, being a duly qualified and licensed Notary Public for the State of Mississippi, do hereby certify that the foregoing plat of the subdivision of the above described property into lots, as shown on the attached plat, is correct and conforms to the provisions of the laws of the State of Mississippi relating to the subdivision of land.

Witness my hand and the seal of my office this 27th day of November, 1965, at Jackson, Mississippi.

 Notary Public

APPROVAL OF LAMETA CITY PLANNING COMMISSION

The undersigned, being a duly qualified and licensed member of the Lameta City Planning Commission, do hereby certify that the foregoing plat of the subdivision of the above described property into lots, as shown on the attached plat, is correct and conforms to the provisions of the laws of the State of Mississippi relating to the subdivision of land.

Witness my hand and the seal of my office this 27th day of November, 1965, at Jackson, Mississippi.

 Member of the Planning Commission

APPROVAL OF WALTHAM PLACE REPLAT 1

The undersigned, being a duly qualified and licensed member of the Waltham Place Replat 1, do hereby certify that the foregoing plat of the subdivision of the above described property into lots, as shown on the attached plat, is correct and conforms to the provisions of the laws of the State of Mississippi relating to the subdivision of land.

Witness my hand and the seal of my office this 27th day of November, 1965, at Jackson, Mississippi.

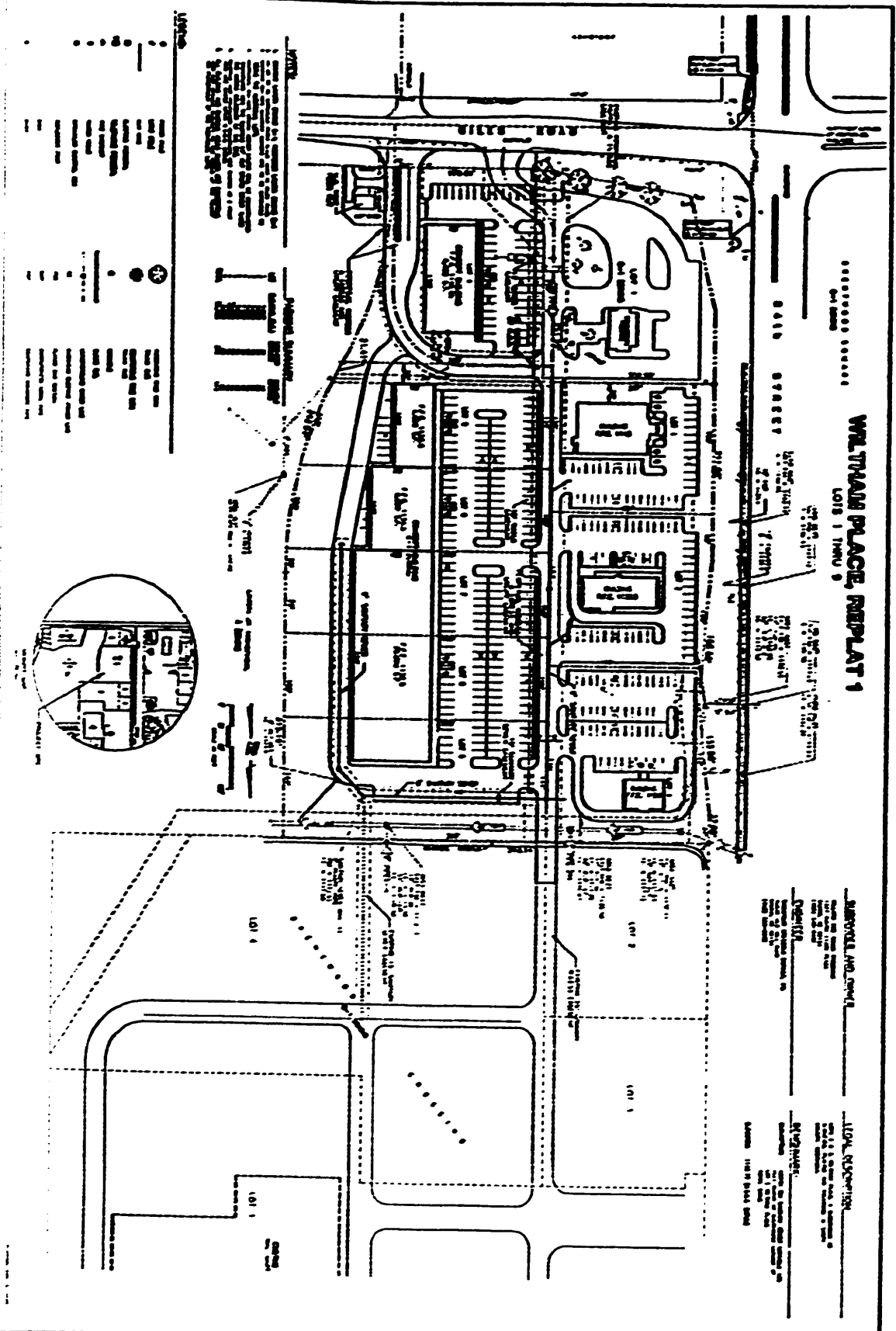
 Member of the Replat 1

WILTHAM PLACE REPLAT 1	
DATE NOV 27, 1965	FINAL PLAT
DRAWN BY R.R.	
CHECKED BY J.W.	

THOMPSON, DRESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors

1018-101

96-04917 N

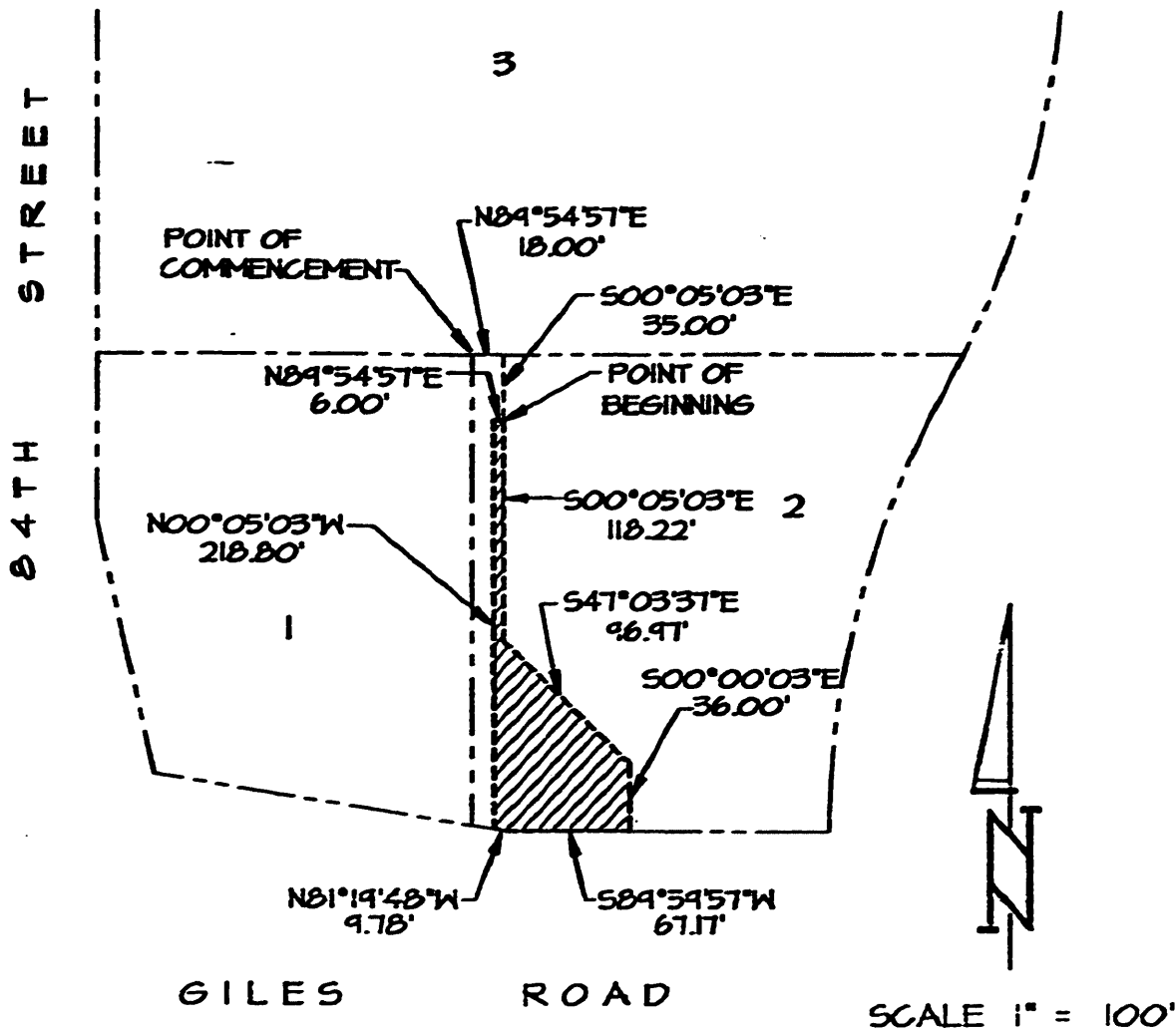


WILTHAM PLACE REPLAT 1
 LOTS 1 THRU 9

Exhibit "B"

LOT NO.	LOT DESCRIPTION
LOT 1	...
LOT 2	...
LOT 3	...
LOT 4	...
LOT 5	...
LOT 6	...
LOT 7	...
LOT 8	...
LOT 9	...

96-04917 0



LEGAL DESCRIPTION

THAT PART OF LOT 2, WILTHAM PLACE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 2; THENCE N89°54'57"E (ASSUMED BEARING) 18.00 FEET ON THE NORTH LINE OF SAID LOT 2; THENCE 500°05'03"E 35.00 FEET ON A LINE 18.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE CONTINUING 500°05'03"E 118.22 FEET ON A LINE 18.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE 547°03'37"E 96.91 FEET; THENCE 500°00'03"E 36.00 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S89°59'57"W 67.17 FEET ON THE SOUTH LINE OF SAID LOT 2 TO A SOUTH CORNER THEREOF; THENCE N81°19'48"W 9.78 FEET ON THE SOUTH LINE OF SAID LOT 2; THENCE N00°05'03"W 218.80 FEET ON A LINE 12.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE N89°54'57"E 6.00 FEET ON A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES MORE OR LESS.

Exhibit "C"

WILTHAM PLACE

TD2 FILE NO. E3-1018-101

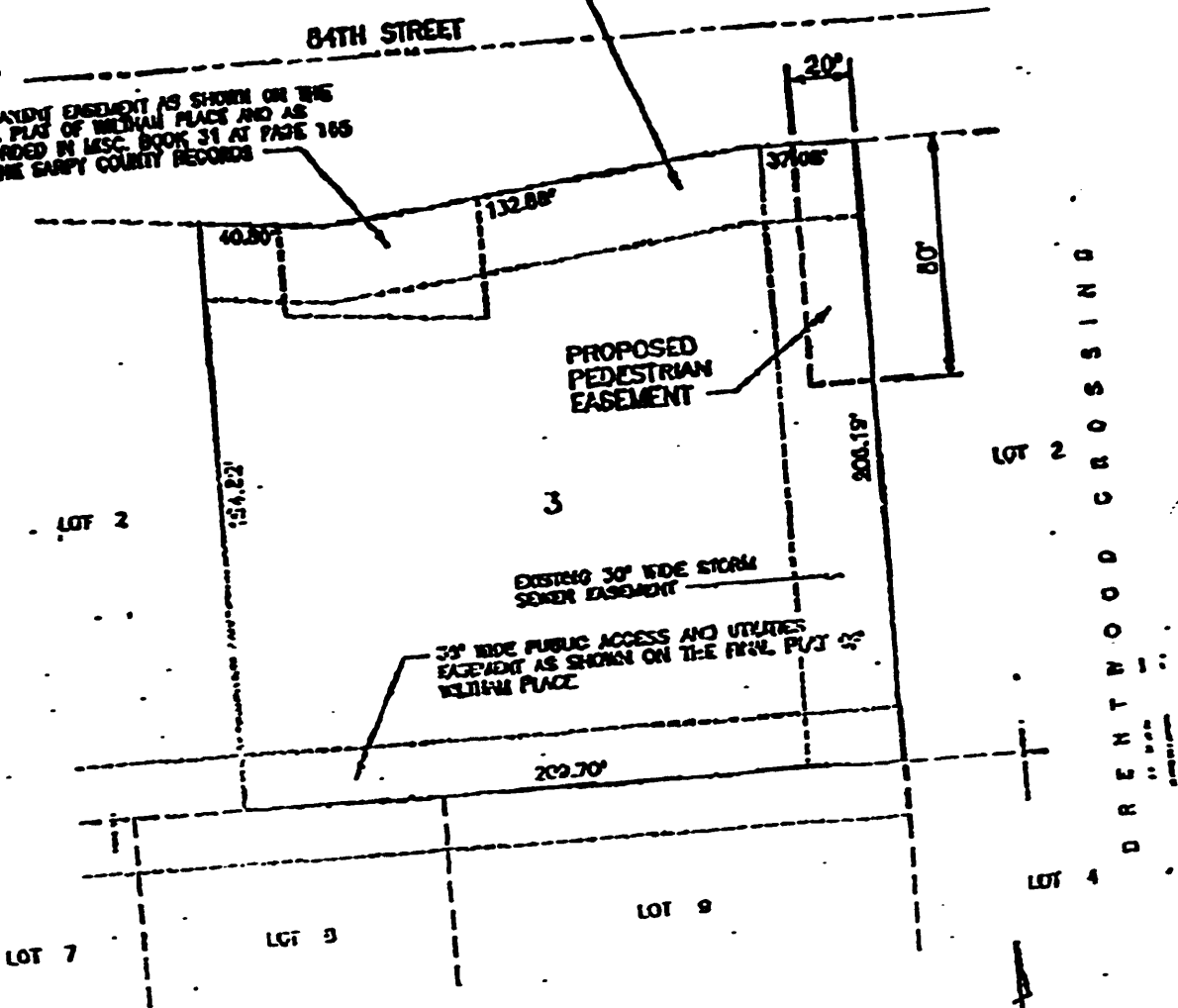
DATE: DECEMBER 13, 1995

LAUGHLIN PETERSON L&A
 JAN-23-1996 02:56

FITZGERALD SCHORR

25' WIDE NW BELL TELEPHONE CO. EASEMENT
 AS SHOWN ON THE FINAL PLAT OF WILHAM
 PLACE AND AS RECORDED IN MISC. BOOK 48
 AT PAGE 634 OF THE SARPY COUNTY RECORDS

PERMANENT EASEMENT AS SHOWN ON THE
 FINAL PLAT OF WILHAM PLACE AND AS
 RECORDED IN MISC. BOOK 31 AT PAGE 165
 OF THE SARPY COUNTY RECORDS



D R E N T O O D C R O S S I N G

LEGAL DESCRIPTION:

THE WEST 80.00 FEET OF THE NORTH 20.00 FEET OF LOT 3,
 WILHAM PLACE REPLAT 1, A SUBDIVISION AS SURVEYED,
 PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA

PROPOSED PEDESTRIAN EASEMENT
 LOT 3, WILHAM PLACE REPLAT 1
 171-214 171214E.DWB
 1-23-96

Exhibit "D"