

60-141

SUBDIVISION AND SEWER CONNECTION AGREEMENT
(Private Financing)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this 12 day of January, 19 87, by and between the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"), and WILLARD I. FRIEDMAN, THAMA LEE FRIEDMAN, ANNE BRODER, SUE MILLWARD (formerly known as Sue March), HOWARD FRIEDMAN, and THOMAS FRIEDMAN (hereinafter collectively referred to as "Developers");

W I T N E S S E T H :

WHEREAS, Developers are the legal and beneficial owners 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" and/or the "Subdivision," is outside the corporate limits of the City but within the City's zoning and platting jurisdiction; and

WHEREAS, Developers have requested City to approve a platting of the area to be developed, as more fully shown on Exhibit "A" hereto and will file said plat with the Sarpy County Register of Deeds after such approval is granted; and

WHEREAS, Developers have elected to use the personal financing option for the construction of streets, storm sewers, sanitary sewers and other utility distribution systems within the area to be developed; and

WHEREAS, the parties wish to agree upon the manner and the extent to which streets, storm sewers, sanitary sewers and other utility distribution systems shall be constructed; and

WHEREAS, the Developers are selling Lot 1 shown on said Exhibit "A" and are contemplating the construction of a sanitary sewer within the boundaries of the area to be developed together with an outfall line outside of the area to be developed for the purpose of providing sanitary sewer service to said Lot 1; and

WHEREAS, Developers desire to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed, and have requested the City to permit flowage thereof into the City's sewerage system, and to provide for the processing of such sewage.

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

FILED FOR RECORD 1-15-87 3:48 P.M. IN BOOK 101.50 OF Macbe
PAGE 141 Roy D. Dooling REGISTER OF DEEDS, SARPY COUNTY, NE

Recd 00873

1. Authorized Improvements

The term "improvements" as used in this Agreement shall mean any and all facilities constructed or otherwise implemented for the purpose of providing access or utility services of any type or description to property located within the area to be developed, including but not limited to, streets, roadways, storm sewers, sanitary sewers and other utility distribution systems.

Developers and City agree that the following improvements may be built upon the property shown on Exhibit "A" and shall comply with the following terms and conditions:

- A. The perpetual ingress and egress easement dedicated per plat (Exhibit "A"), shall be constructed according to specifications of the building code and all other applicable regulations. The plans and specifications for such paving shall be approved by City prior to construction.
- B. The storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and related appurtenances, if any, shall be in such locations as approved by City.
- C. All sanitary sewer mains, manholes and related appurtenances shall be constructed in the sanitary sewer easement dedicated per plat (Exhibit "A") or such additional easements as may be approved by the City. The plans and specifications for said sewer improvements shall be approved by City prior to construction.
- D. Water distribution mains, if any, shall be installed by Metropolitan Utilities District, the exact location and dimensions of which shall be approved by City prior to execution of the contract for installation. Such water distribution system shall be operated by Metropolitan Utilities District, the water utility regulated and franchised by City to produce, distribute and sell water to the City and its inhabitants, and the water rates established under said franchise granted by City shall be applicable to the users located with the Sub-division.
- E. Gas distribution mains, if any, shall be installed by Peoples Natural Gas Company, the exact location and dimensions of which shall be approved by City prior to execution of the contract for installation.

F. Street lighting, if any, shall be installed by Omaha Public Power District, the location and specifications for which must be approved by City prior to execution of contract for installation.

3. Cost of Improvements

Any and all costs or obligations incurred in connection with any improvement, facility, construction, or utility installation, shall be paid for by Developers and/or their successors in interest. The City in no event shall be responsible for any such costs.

4. Perpetual Ingress and Egress Easement

In consideration of City's entering into this Agreement with Developers on the terms herein provided, Developers shall and by these presents hereby do grant and convey unto City, its successors and assigns, and their invitees and licensees, a perpetual easement and license over the area designated as "Perpetual Ingress and Egress Easement" on the plat attached hereto as Exhibit "A" for the following purposes:

- A. To allow public ingress and egress to all portions of Lots 1, 2, and 3.
- B. For all governmental purposes.

Developers and/or their successors in interest hereby covenant and agree that they shall perpetually maintain and repair the roadway to be constructed in said easement at no cost to the City. Nothing herein shall be construed to shift to the City any responsibility for maintenance, repair or reconstruction of this easementway 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, notwithstanding the fact that this Agreement is for a term of years.

5. Sewer Connection

- A. For the purposes of this Agreement, the term "sewer system of the Subdivision" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:
 - (1) Situated within the boundaries of the Subdivision, whether or not owned by the Developers;

- (2) Owned by the Developers for the purposes of serving land located within the Subdivision, whether within or without the boundaries of 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.

Sewer service lines constructed on private property for the purpose of providing sewer service directly to any residence or to any other buildings shall be excluded from the meaning of the term, "sewer system of the Subdivision" whenever such term is used in this Agreement.

B. For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- (1) Any sanitary sewer or system of sanitary sewers owned by the City;
- (2) Any sanitary sewer or system of sanitary sewers not a part of the sewer system within the Subdivision and not owned by City, but through which City has an easement or other license to transport sanitary sewage;
- (3) Any sanitary sewer or system of sanitary sewers not a part of the sewer system within the Subdivision and not owned by City, but which sewer or system of sewers flow into or ultimately flow into any of the foregoing A or B.

C. Subject to the conditions and provision hereinafter specified, the City hereby grants permission to the Developers to connect the sanitary sewer system contemplated to serve Lot 1 of the Subdivision to the sanitary sewer system of the City at the location designated by the City and the City agrees to accept and process the sanitary sewage from Lot 1 of the Subdivision. The parties hereby expressly agree that sewer service to Lots 2 or 3 will be allowed only after the City has evaluated and approved the specific intended use of such parcels and Developers have submitted such information in respect thereto as the City may require. Furthermore, the parties expressly agree that the City has made no representation regarding the adequacy of existing sanitary sewers in reference to provision of service to said Lots 2 or 3.

D. Developers expressly promise, warrant, covenant and agree:

- (1) That the sewer system within the Subdivision will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City Council of City and in strict accordance with the minimum standards and requirements of construction adopted by City and in effect at time of construction; and that upon completion of construction, Developers shall furnish to the City a certificate from their Consulting Engineers so certifying and Developers shall be responsible for inadequacy of plans, designs and specifications, notwithstanding City's approval thereof.
- (2) That the sewer system for the Subdivision shall be designed and constructed, and as required reconstructed, at the expense of Developers and/or subsequent purchasers of the property located within the Subdivision and at no expense to the City.
- (3) "As Built Plans" in reproducible form and specifications of the sewer system serving the land within the Subdivision heretofore or hereafter constructed shall be furnished promptly and without cost to the City, at such times and in such number and form as the City may prescribe. All such plans shall be submitted on mylars, except where the City agrees otherwise.
- (4) The sewer system serving the land within the Subdivision shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City with reference to minimum standards of construction, use, operation and maintenance of the system.
- (5) The sewer system serving the land within the Subdivision shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Developers' obligations in this connection shall survive the term of this Agreement to the extent provided in Paragraph 5E, infra.
- (6) In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system serving the Subdivision which will, in the opinion of City's

engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Developers or their successors in interest will, on notice thereof, promptly correct said defect.

- (7) At all times all sewage flowing into, passing through or from the sewer system serving the Subdivision shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City.
- (8) Developers shall not cause, suffer or permit to be connected to the sewer system within the Subdivision any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries, except in strict accordance with the provisions of Paragraph 5H hereof, infra.
- (9) Developers shall not cause, suffer or permit to be connected to the sewer system constructed within the Subdivision any buildings without prior approval by the City.
- (10) That as to any portions of the sanitary sewer system presently situated, or which at time of construction will be situated, on property not owned by Developers, the Developers shall, at no expense to City, secure and file of record perpetual easements running with the land, from the owners thereof, providing that the Developers, the City, their employees, representatives, successors and assigns, shall have the right to enter upon said property to construct, reconstruct, repair, maintain, improve and inspect any sewers and appurtenances thereto situated thereon, and to inspect sewage thereof or therein.
- (11) That Developers or their successors in interest shall promptly file all reports, pay all connection fees and sewer use fees, and perform all other obligations undertaken in this Agreement or otherwise required by state statutes or the City's ordinances as may be amended and supplemented from time to time.
- (12) Developers hereby bind themselves and their successors and assigns to be subject to all connection fees and use fees required to be paid by City and hereby grant the City the right to charge and collect said fees from the properties benefitted.

E. In consideration of City's entering into this Agreement with Developers on the terms herein provided, Developers:

- (1) Shall, and by these presents do, grant and convey unto City and its successors and assigns:
 - (a) A perpetual easement and license to transmit through the sewer system of the Subdivision sanitary sewage from any area now or hereafter served, directly or indirectly, by the sewer system of the City or any part thereof.
 - (b) A perpetual easement and license to City, its employees, representatives and agents, to enter upon and into roadways and roadway easements, ingress and egress easements, sewer and sewer easements, for the purpose of surveying, excavating, constructing, reconstructing, replacing, relocating, inspecting, repairing, cleaning out, enlarging, removing, adding to, maintaining, using and/or operating the sewer system serving the land within the Subdivision through which City has been given an easement by Developers, as aforesaid.
 - (c) A perpetual license to connect the sewer system of the City, or any part thereof, to the sewer system of the land within the Subdivision, for which connection or connections City shall not be required to pay any connection fee or connection charge.
 - (d) The provisions of this Subparagraph 5E shall in no event be construed to shift to City any responsibility for the maintenance, repair or reconstruction of the sewer system of the Subdivision or any part thereof.
- (2) Warrant, covenant and agree that they shall perpetually maintain and keep in good operating order and repair at no cost to City such portions of the sewer system serving the Subdivision as City may use for the purposes set forth in this Paragraph 5E.

The herein granted easements and licenses 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, notwithstanding the fact that this Agreement is for a term of years.

- F. No connection shall be made to the sewer system serving the Subdivision until a permit therefor shall have been obtained from City and the appropriate connection fee paid to City. It is expressly agreed as follows:
- (1) Any person, firm or entity to whose property the connection is being made shall:
 - (a) pay to City the applicable sewer connection fee as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
 - (b) obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
 - (2) The City may require the disconnection of any connection made to the sewer system serving the Subdivision which shall have been made without the proper permit from the City and payment of connection fees to City.
 - (3) All connections to the sewer system serving Subdivision will be made in accordance with the ordinances, regulations and specifications of the City of La Vista pertaining to sewer connections and any connection not so made may be disconnected at the City's option.
 - (4) In the event the City disconnects any connection pursuant to this Agreement, the cost of such disconnection shall be payable by the owner of the property upon the demand by the City. If the owner fails to pay such costs within thirty (30) days of notice of receipt thereof, the City shall have the right to levy a lien against the violating property.
- G. As compensation for the treatment and disposal of sanitary sewage contributed to the sewer system of City from connections to properties located within the Subdivision to the sewer system located within said Subdivision, Developers or their successors in interest agree to pay to City any sums which shall be due under the rules or ordinances of the City, and any future amendments, modifications or revisions thereof. There shall be no abatement, refund or reduction thereof. In this regard, by way of specification and not by way of limitation, it is mutually agreed that City's temporary inability to receive, transport or treat sewage from

the sewer system serving the Subdivision shall not entitle Developers or their successors or assigns to terminate this Agreement or entitle them to any abatement, refund or reduction of said fee. In the event such temporary inability of City is caused by a defective facility owned by City, City shall make a reasonable effort to correct such defective facility.

- H. Without the prior specific written approval by City, the Developers shall not permit any sewer lines or system of sewers outside the boundaries of the Subdivision or directly or indirectly serving areas outside the boundaries of the Subdivision to be connected with the sewer system serving the Subdivision. Upon the written request of City or the joint written request of City and (a) a Sanitary and Improvement District; (b) a sewer district; (c) another person or entity, for permission to connect to the sewer system serving the Subdivision, the Developers shall allow such connection to be made without charge.
- I. In the event of the breach by Developers and/or their successors in interest of any of the terms or conditions hereof or any warranty or covenant herein made, then:
- (1) In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system serving the Subdivision, Developers and/or their successors in interest shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and Developers and/or their successors in interest shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
 - (2) In the case of any other type of breach, Developers and/or their successors in interest shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach.
 - (3) In the event any breach of the terms and conditions hereof is not cured within the applicable time and manner afore-prescribed, the City may:
 - (a) Upon giving sixty (60) days' notice of City's intent to do so, City may require the Developers and/or their successors in interest to disconnect themselves from the sewer system

serving the Subdivision or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Developers and/or their successors in interest.

- (b) In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system serving the Subdivision, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures already commenced, as the case may be, in either of which events the parties agree that the City shall have the right to levy a special assessment against the property within the Subdivision for each landowner's proportionate share of such costs and such special assessments shall constitute liens against the various parcels.
- (c) In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity. By way of specification, and not by way of limitation, the parties expressly reserve to the City the right to specifically enforce full compliance by the Developers of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by Developers, by both mandatory and prohibitory injunction.
- J. The term of this agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this Agreement, whether same be at the end of the original term or at the end of a

renewal term, Developers shall, at their own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of sewage from land located within the Subdivision into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraphs 4 and 5E, supra.

K. If any provisions of this Paragraph 5 are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon Developers shall:

(1) Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.

(2) At Developers' own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of sewage from the Subdivision into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraphs 4 and 5E, supra.

6. Additional Covenants of Developers

Developers covenant and agree that they will:

A. Abide by and incorporate into all construction contracts the provisions required by the regulations of the City pertaining to construction of improvements in subdivisions and testing procedures therefor.

B. Prior to commencement of construction of improvements, Developers will obtain and file of record thirty (30) foot permanent easements (or smaller permanent easements approved by City's Engineer) for all sanitary and storm sewer lines authorized by Paragraph 1 hereof, supra, and located within the area to be developed but

which are not situated on a dedicated street right-of-way or in the sewer easement shown on Exhibit "A". Said easements shall be granted by Developers at no cost to City and shall be in form satisfactory to City's Attorney and City's Engineer.

- C. Prior to commencement of construction of the improvements, Developers will obtain and file of record thirty (30) foot permanent easements (or smaller permanent easements approved by the City's Engineer) for all sanitary and storm sewer lines authorized by Paragraph 1 hereof, supra, which are located outside of the area to be developed.
- D. Prior to commencement of construction of the perpetual ingress and egress easement shown on Exhibit "A", Developers will submit to the City Administrator for approval a detailed drawing of such roadway.
- E. Developers shall not use a sanitary and improvement district or any other form of public financing to pay for any improvements to be built on the property described on Exhibit "A".

7. Construction Standards and Procedures

Developers further agree that, as to all improvements constructed by or on behalf of them or under their control or direction, that:

- A. All such improvements will be constructed in strict accordance with plans and specifications and locations approved in writing by City's Engineer and in strict accordance with the minimum standards and requirements of construction adopted by the City and in effect at the time of construction of said improvements, and that upon completion of construction thereof, Developers shall furnish to City a certificate from its Consulting Engineers so certifying.
- B. Developers shall cause "As Built Plans," in reproducible form, and specifications for all such improvements that Developers shall have heretofore or hereafter constructed within the area to be developed 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. Developers shall, prior to commencement of construction of any improvement within the area to be developed, require their Engineers to file with City said Engineers' separate written assurance and agreement that said "As Built Plans" will be prepared and filed with the City upon the completion of each improvement.

- C. 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.
- D. 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, Developers will, on notice thereof, promptly correct said defect.

8. Administrative Fee

Developers agree that, in addition to whatever inspection and testing that Developers 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 Developers, whether within or without the area to be developed. Developers agree that they will pay to City an amount equal to two percent of the construction cost of all improvements constructed to benefit the land described on Exhibit "A", including gas, electrical, and water distribution systems constructed pursuant to contracts between the District and Omaha Public Power District or Peoples Natural Gas Company as well as all other improvements authorized under Paragraph 1, supra, as reimbursement to City for engineering, legal and administrative expenses incurred by City in connection with administration of this Agreement. Said administration fee shall be paid to City at the time the City approves the plans and specifications of the improvements.

The cost of any paving core tests, sewer televising or other testing required by City or its Engineers shall be paid directly by Developers 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.

9. Maintenance of Improvements

It is further agreed that the Developers shall maintain and keep in good repair all improvements authorized to be constructed pursuant to Paragraph 1, supra.

10. Miscellaneous

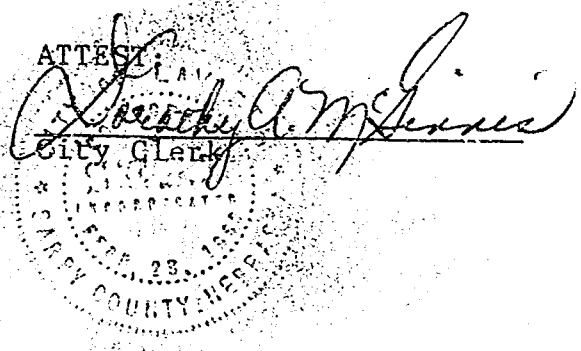
- A. The parties mutually agree that in addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies City may

have pursuant to any statute, law, rule of law or equity. By way of specification and not by way of limitation, the parties expressly reserve the City the right to specifically enforce full compliance by the Developers of the terms and conditions of this agreement by mandatory or prohibitory injunction.

- B. The Developers' covenants undertaken herein are joint and several and shall constitute covenants running with the land.
- C. In the event any covenant or agreement undertaken herein by Developers is breached or in any way violated, the City shall have the right to take actions necessary to cure such breach or violation and shall have the right to assess the costs thereof against the violating property or properties. Such assessment shall be made by a levy of special assessments against the violating property or properties. Such special assessments shall, in the aggregate, constitute one hundred percent (100%) of the costs of curing such breach or violation. No portion of such costs shall be allocated to the City.
- D. Developers hereby warrant and covenant that they will expressly refer to the existence of this Agreement in any conveyance of any part of the property located within the area described on Exhibit "A".
- E. 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.
- F. 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.
- G. The provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns and shall constitute a covenant running with the land and each and every parcel thereof. By way of specification, and not by way of limitation, successors to the Developers shall include any individual or other entity which shall acquire all or any part of any one or more the Developers' interests in the land located within the Subdivision. Developers hereby warrant and covenant that they will expressly make reference to the existence of this Agreement in any conveyance of any part of the property located within the Subdivision.

H. All references to the Developers shall apply to their successors in interest in the same manner as such references apply to the Developers.

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



CITY OF LA VISTA, a municipal corporation in the State of Nebraska

By Harold A. Lewis
Mayor

Willard I. Friedman
Willard I. Friedman, Developer

Thama Lee Friedman
Thama Lee Friedman, Developer

Anne Broder
Anne Broder, Developer

Sue Millward
Sue Millward, Developer

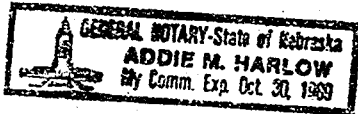
Howard J. Friedman
Howard Friedman, Developer

Thomas Friedman
Thomas Friedman

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this 14th day of January, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Harold Anderson and Dorothy McGinnis to me known to be the Mayor and City Clerk for the City of La Vista, respectively, and to be the identical persons whose names are affixed to the foregoing Agreement and acknowledged the same to be the voluntary act and deed of the City of La Vista.

WITNESS my hand and notarial seal the day and year first above written.



Addie M Harlow
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 12th day of Jan, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Willard I. Friedman, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



John R Greguska
Notary Public

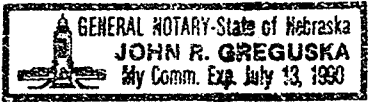
My Commission expires:
7-13-90

60-141P

STATE OF NEBRASKA)
)
) ss.
COUNTY OF Douglas)

On this 12th day of Jan, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Thama Lee Friedman, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



John Greguska
Notary Public

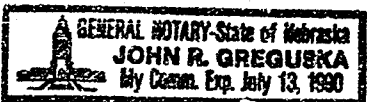
My Commission expires:

7-13-90

STATE OF NEBRASKA)
)
) ss.
COUNTY OF Douglas)

On this 12th day of Jan, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Anne Broder, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



John Greguska
Notary Public

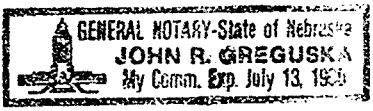
My Commission expires:

7-13-90

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 12th day of Jan, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Sue Millward, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



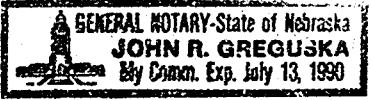
John R. Greguska
Notary Public

My Commission expires:
7-13-90

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 12th day of Jan, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Howard Friedman, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



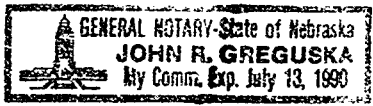
John R. Greguska
Notary Public

My Commission expires:
7-13-90

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 12th day of Jan, 1987, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Thomas Friedman, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



John Greguska
Notary Public

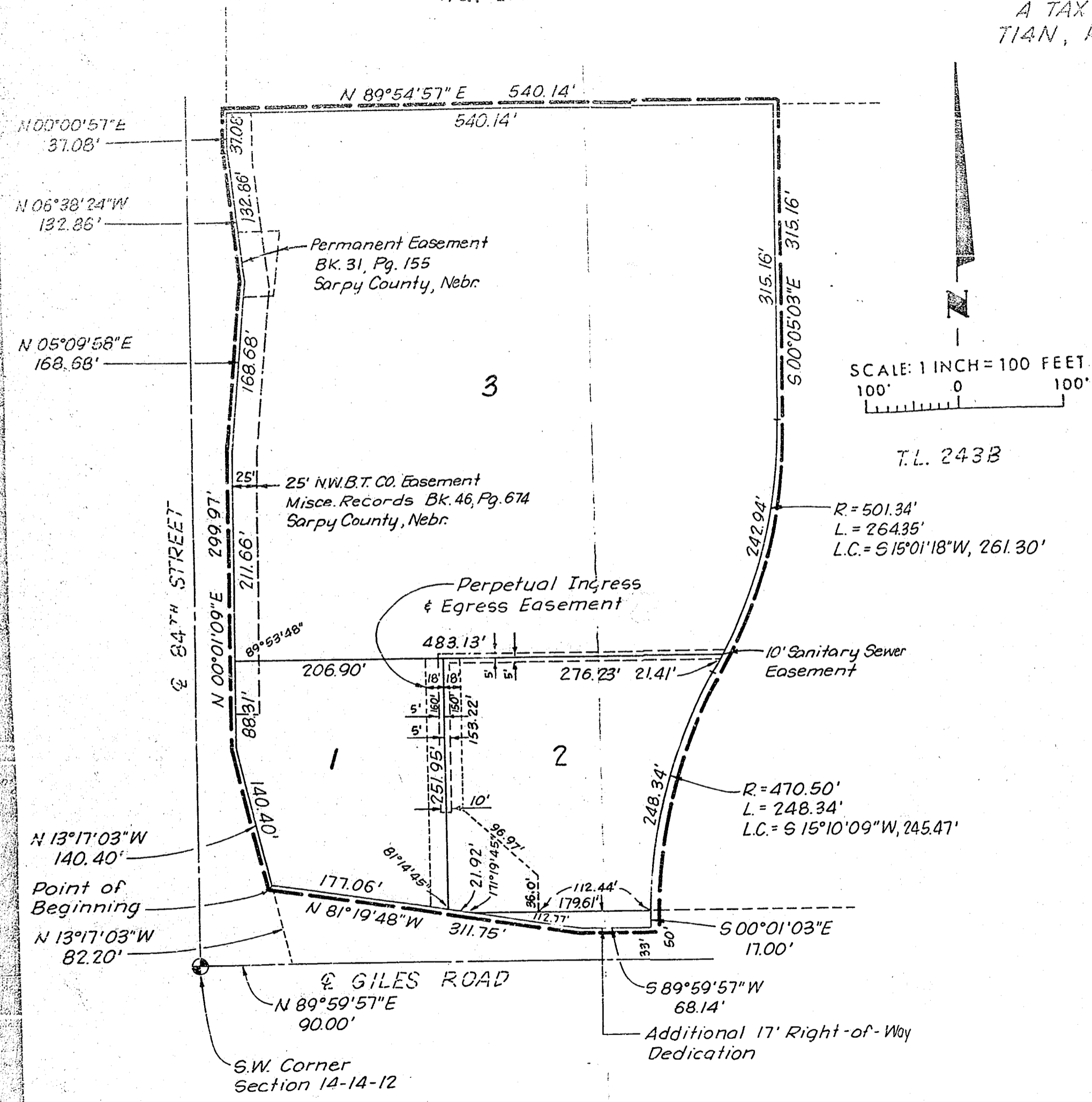
My Commission expires:
7-13-90

WILTHAM PLACE

(LOTS 1 THRU 3 INCLUSIVE)
 BEING A PLATTING OF PART OF TAX LOT 3A,
 A TAX LOT LOCATED IN THE SW 1/4 OF SEC. 14,
 T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NE.

SURVEYOR'S CERTIFICATE 60-415

T.L. 2A



DEDICATION

Know all men by these presents that we, Willard I. Friedman, Thama Lee Friedman, Howard J. Friedman, Anne F. Broder, Thomas D. Friedman and Sue F. Millward (formerly Sue F. March), owners of the property described in the Certification of Survey and embraced within this plat have caused said land to be subdivided into lots to be numbered as shown, said subdivision to be hereinafter known as Wiltham Place (Lots 1 thru 3), and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby grant the easements all as shown on this plat, and we do hereby grant a perpetual easement to the Omaha Public Power District and N.W. Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded. 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 hereunto set our hands this ___ day of _____, 1986.

Willard I. Friedman	Anne F. Broder
Thama Lee Friedman	Thomas D. Friedman
Howard J. Friedman	Sue F. Millward (Formerly Sue F. March)

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)ss
 COUNTY OF DOUGLAS)

On this ___ day of _____, 1986, before me, the undersigned, a Notary Public in and for said County, personally came Willard I. Friedman, Howard J. Friedman, Anne F. Broder, Thama Lee Friedman, Thomas D. Friedman, Sue F. Millward (formerly Sue F. March), to me personally known to be the identical persons whose names are affixed to the Dedication on this plat, and acknowledged the execution thereof to be their voluntary act and deed.

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

 Notary Public

My Commission expires the ___ day of _____, 19__.

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 La Vista to insure placing of permanent monuments and stakes at all corners of all lots, angle points and ends of all curves in Wiltham Place (Lots 1 thru 3, Inclusive) being a platting of a part of Tax Lot 3A, a tax lot located in the SW 1/4 of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 14; thence N89°59'57"E (assumed bearing), along the South line of said Section 14, a distance of 90.00 feet to the Southwest corner of said Tax Lot 3A; thence N13°17'03"W, along the Westerly line of said Tax Lot 3A, a distance of 82.20 feet to the point of intersection of the Northerly right-of-way line of Giles Road and the Easterly right-of-way line of 84th Street, said point also being the Point of Beginning; thence, along said Easterly right-of-way line of 84th Street on the following described courses; thence N13°17'03"W, a distance of 140.40 feet; thence N00°01'09"E, a distance of 299.97 feet; thence N05°09'58"E, a distance of 168.68 feet; thence N06°38'24"W, a distance of 132.86 feet; thence N00°00'57"E, a distance of 37.08 feet to the Northwest corner of said Tax Lot 3A; thence N89°54'57"E, along the North line of said Tax Lot 3A, a distance of 540.14 feet to the Northeast corner of said Tax Lot 3A; thence along the Easterly line of said Tax Lot 3A on the following described courses; thence S00°05'03"E, a distance of 315.16 feet; thence Southwesterly on a curve to the right with a radius of 501.34 feet, a distance of 264.35 feet, said curve having a long chord which bears S15°01'18"W, a distance of 261.30 feet; thence Southwesterly on a curve to the left with a radius of 470.50 feet, a distance of 248.34 feet, said curve having a long chord which bears S15°10'09"W, a distance of 245.47 feet; thence S00°01'03"E, a distance of 17.00 feet to a point on said Northerly right-of-way line of Giles Road; thence along said Northerly right-of-way line of Giles Road on the following described courses; thence S89°59'57"W, a distance of 68.14 feet; thence N81°19'48"W, a distance of 311.75 feet to the Point of Beginning.

Robert Clark L.S. 419 _____ Date _____

ELLIOTT & ASSOCIATES
 5316 South 132nd Street
 Omaha, Nebraska 68137

APPROVAL OF SARPY COUNTY SURVEYOR:

I hereby approve of this plat of Wiltham Place, the lots numbered as shown, on this ___ day of _____, 19__.

 County Surveyor

SARPY 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 LA VISTA CITY COUNCIL:

This subdivision of Wiltham Place was approved by the City Council of the City of La Vista, Nebraska, on this ___ day of _____, 19__.

Attest _____ Mayor _____

NOTE:
 All angles on this plat are 90° unless otherwise designated.

APPROVAL OF LA VISTA CITY PLANNING COMMISSION:
 This plat of Wiltham Place, the lots numbered as shown, was approved by the City Planning Commission on the ___ day of _____, 19__.

 Chairman of La Vista City Planning Commission