

## SUBDIVISION AGREEMENT

This Subdivision Agreement, made this 18th day of October, 1983, by and between M. L. Day Limited Partnership #1, A Nebraska Limited Partnership, (hereinafter referred to as "SUBDIVIDER"), and the CITY OF OMAHA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider proposes to build public improvements on the property; and,

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

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

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

1. Public improvements. There are no public improvements except sidewalks.
2. Water, gas, and electrical power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property.
3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvements following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code.
4. Payment for improvements. The Subdivider shall pay the cost of the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for underground electrical service or overhead power installations.
5. Sidewalks. Sidewalks along Emmet Street and 108th Street abutting the property shall be constructed by the Subdivider in conjunction with the private improvements on the site.
6. Right to connect to City sewer system. The City hereby acknowledges that it has given the subdivider the right to connect the sanitary sewer system of the property to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees.
7. Binding effect. This Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.

ATTEST:  
ACTING  
DEPUTY CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF OMAHA

MAYOR

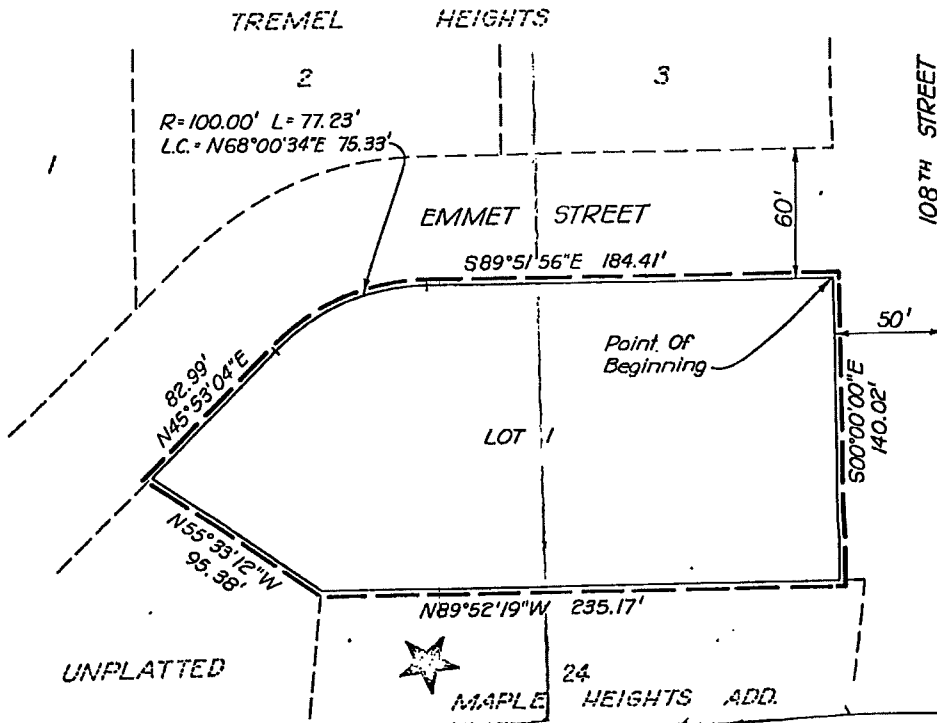
SUBDIVIDER: M.L. Day Limited Partnership #1

GENERAL PARTNER

# CONTEMPORARY

LOT 1  
BEING A PART OF THE NE 1/4 OF SEC. 8, T15,  
DOUGLAS COUNTY, NE.

BOOK



## APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of Contemporary Place (Lot 1) as to the Design Standards this \_\_\_\_ day of \_\_\_\_, 19\_\_.

\_\_\_\_\_  
City Engineer

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

Date \_\_\_\_\_

\_\_\_\_\_  
City Engineer

## APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of Contemporary Place (Lot 1) was approved by the City Planning Board on this \_\_\_\_ day of \_\_\_\_, 19\_\_.

\_\_\_\_\_  
Chairman of City Planning Board

## OMAHA CITY COUNCIL ACCEPTANCE

This plat of Contemporary Place (Lot 1) was approved by the City Council of Omaha on this \_\_\_\_ day of \_\_\_\_, 19\_\_.

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

## APPROVAL OF DOUGLAS COUNTY SURVEYOR

This plat of Contemporary Place (Lot 1) was approved by the Douglas County Surveyor on \_\_\_\_ day of \_\_\_\_, 19\_\_.

## COUNTY TREASURER'S CERTIFICATE

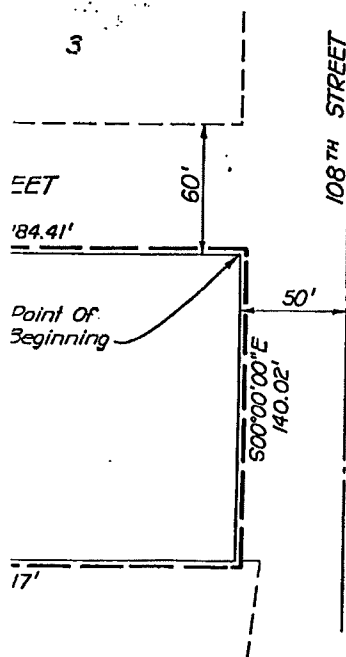
This is to certify that no delinquent taxes are due against the property embraced in this plat as of \_\_\_\_ day of \_\_\_\_, 19\_\_.

Date \_\_\_\_\_

# CONTEMPORARY PLACE

LOT 1  
BEING A PART OF THE NE 1/4 OF SEC. 8, T15N, R12E OF THE 6TH P.M.,  
DOUGLAS COUNTY, NEBR.

BOOK 699 PAGE 309



RIGHTS ADD.

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for

I hereby certify  
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6th P.M., Douglas Cou

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Street, a distance of  
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of 184.41 feet to the

Roger L. Starr

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Place, and we do hereb  
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Omaha Public Power Dis  
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land is surveyed, plat  
walls shall be placed  
gardens, shrubs, lands  
with the aforesaid use

In witness whereof

M.L. Day Limited Partne

Michael L.

DE

4E 6TH P.M.,

## SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that permanent monuments have been placed at all corners, angle points, and ends of all curves in Contemporary Place, (Lot 1) being a part of the NE 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the South right-of-way line of Emmet Street and the West right-of-way line of 108th Street; thence S00°00'00"E (assumed bearing) along said West right-of-way line of 108th Street, a distance of 140.02 feet to a point on the North line of Lot 24, Maple Heights Addition, an addition located in said NE 1/4 of Section 8; thence N89°52'19"W along said North line of Lot 24, Maple Heights Addition, a distance of 235.17 feet; to the Northwest corner of said Lot 24, Maple Heights Addition; thence N55°33'12"W, a distance of 95.38 feet to a point on said South right-of-way line of Emmet Street; thence N45°53'04"E, along said South right-of-way line of Emmet Street, a distance of 82.99 feet; thence Northeasterly, along said South right-of-way line of Emmet Street on a curve to the right, with a radius of 100.00 feet, a distance of 77.23 feet, said curve having a long chord which bears N68°00'34"E, a distance of 75.33 feet; thence S89°51'56"E, along said South right-of-way line of Emmet Street, a distance of 184.41 feet to the Point of Beginning.

Roger L. Starr

L.S. 399

Aug. 17, 1983

Date

## DEDICATION

Know all men by these presents that we, M.L. Day Limited Partnership No. 1, owners of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into a lot, to be numbered as shown, said subdivision to be hereafter known as Contemporary Place, and we do hereby ratify and approve of the disposition of our property as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound 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 same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof we do set our name this 17<sup>th</sup> day of August, 1983

M.L. Day Limited Partnership No. 1

(L)

UNPLATTED

N89°52'19"W 235.17'



24

MAPLE HEIGHTS ADD.

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APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of Contemporary Place (Lot 1) as to the Design Standards this \_\_\_\_ day of \_\_\_\_, 19\_\_.

\_\_\_\_\_  
City Engineer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Engineer

APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of Contemporary Place (Lot 1) was approved by the City Planning Board on this \_\_\_\_ day of \_\_\_\_, 19\_\_.

\_\_\_\_\_  
Chairman of City Planning Board

OMAHA CITY COUNCIL ACCEPTANCE

This plat of Contemporary Place (Lot 1) was approved by the City Council of Omaha on this \_\_\_\_ day of \_\_\_\_, 19\_\_.

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

APPROVAL OF DOUGLAS COUNTY SURVEYOR

This plat of Contemporary Place (Lot 1) was approved by the Douglas County Surveyor on this \_\_\_\_ day of \_\_\_\_, 19\_\_.

COUNTY TREASURER'S CERTIFICATE

This is to certify that I am not delinquent against the property and embraced in this plat as shown.

\_\_\_\_\_  
Date

EXHIBIT "A"

PROJECT NO. 80679	SCALE 1" = 50'	FINAL PLAT	CONTEM
SHEET 1 OF 1	DATE Aug., 1983		
DRAWN BY H.R.H.			

STANDARD BLUE, OMAHA 48848

235.17'

HEIGHTS ADD.

Lot 1) as to the  
19

n made for

ed by the City Planning

City Planning Board

ed by the City Council

Council

BOOK 699 PAGE 312



APPROVAL OF DOUGLAS COUNTY SURVEYOR

This plat of Contemporary Place (Lot 1) was approved by the Office of  
the Douglas County Surveyor on this 23rd day of August, 1953.

*[Signature]*  
Douglas County Surveyor

COUNTY TREASURER'S CERTIFICATE

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

Date

County Treasurer

RECEIVED

My Commission expires

Place, and we do  
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Omaha Public Power  
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sixteen foot (16')  
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walls shall be pla  
gardens, shrubs, l  
with the aforesaid

In witness wh

M.L. Day Limited P

*[Signature]*  
Michael L. Day, Ge

ACKNOWLEDGEMENT OF

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 17th  
a Notary Public in  
General Partner of  
known to be the id  
on this plat, and  
act and deed.

Witness my ha  
year last above wr



My Commission expi

L PLAT

CONTEMPORARY PLACE

OMAHA, NEBR.

ELLIOTT

5316 SOUTH 132nd S

*[Handwritten notes and signatures]*  
8-15-12  
Consd  
Treas

12



approved by the Office of  
August 1983  
*[Signature]*  
County Surveyor

or special taxes due or  
Surveyor's Certificate  
is of this office.

y Treasurer

Place, and we do hereby ratify and approve of the disposition of our property as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound 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 same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof we do set our name this 17<sup>th</sup> day of August, 1983

M.L. Day Limited Partnership No. 1

*Michael L. Day*  
Michael L. Day, General Partner

#### ACKNOWLEDGEMENT OF NOTARY

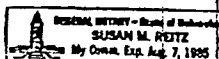
STATE OF NEBRASKA

COUNTY OF DOUGLAS

SS

On this 17<sup>th</sup> day of August, 1983, before me, the undersigned, a Notary Public in and for said County personally came Michael L. Day, General Partner of M.L. Day Limited Partnership No. 1, to me personally known to be the identical person whose name is affixed to the dedication on this plat, and acknowledged the execution thereof to be his voluntary act and deed.

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



*Susan M. Reitz*  
Notary Public

My Commission expires the 7 day of Aug., 1985.

RY PLACE

EBR.

**ELLIOTT & ASSOCIATES**

5316 SOUTH 132nd STREET • OMAHA, NE 68137 • (402) 895-4700



RECEIVED  
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REGISTERED  
DOUGLAS COUNTY, NEBR.

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