



BK 0877 PG 650



MISC 1989 02522

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

CITY OF OMAHA

LEGISLATIVE CHAMBER

BOOK 877 PAGE 650

Omaha, Nebr. December 13, 1988

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Harbor Development, Inc. proposes to build a Subdivision, 77th and Dodge Court, which will be located southwest of 77th and Dodge Streets; and,

WHEREAS, Harbor Development, Inc. wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by the subdivider within the area to be developed; and,

WHEREAS, the parties wish to agree upon the manner which public improvements will be built by Harbor Development, Inc. and to clarify the responsibilities of the parties in building and maintaining the improvements in the subdivision; and,

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

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

THAT, the Subdivision Agreement between the City of Omaha and Harbor Development, Inc., as recommended by the Mayor, providing for the public improvements and sewer connections to the Omaha sewer system, is hereby approved.

misc. 2522

APPROVED AS TO FORM:

BK 877 N 23-15-12 C/O FEE 15' CITY ATTORNEY  
PG 17572-15 DEL MC W  
OF COMP F/B 01-60000

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.

Mary Gallegher  
CITY CLERK

BY

Fred Conley  
Council member

adopted JAN 10 1989 70

Mary Gallegher  
City Clerk

Approved Walter McLaughlin  
Mayor 1/13/89

RECEIVED

1989 FEB 16 AM 11:08

OFFICE OF THE CLERK  
CITY OF OMAHA

This Subdivision Agreement, made this 18<sup>th</sup> day of November, 1988 by and between HARBOR DEVELOPMENT, INC., a Nebraska Corporation (hereinafter referred to as "SUBDIVIDER"), and the CITY OF OMAHA (hereinafter referred to as "CITY").

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

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

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

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

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

1. Public improvements. All required public improvements, except sidewalks, are existing in the adjoining street and on the subject property.
2. Water, gas, and electrical power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to City within four months from the date of this Agreement.
3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvements following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code.
4. Payment for improvements. The Subdivider shall pay the cost of the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for underground electrical service or overhead power installations.
5. Sidewalks. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider according to the following schedule:
  - (a) Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e., circle) as soon as the lots comprising 65% of the abutting footage on such side have been developed. A lot shall be developed for the purpose of this section when a dwelling has been constructed on the lot.
  - (b) Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather shall permit.
  - (c) In any event, all sidewalks shall be constructed upon both sides of all public streets within the property within three years of the recording of the subdivision plat.
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:

Mary Yung  
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FROM:

[Signature]  
CITY ATTORNEY

CITY OF OMAHA  
Walter M. Calinger 1/13/89  
MAYOR

SUBDIVIDER:

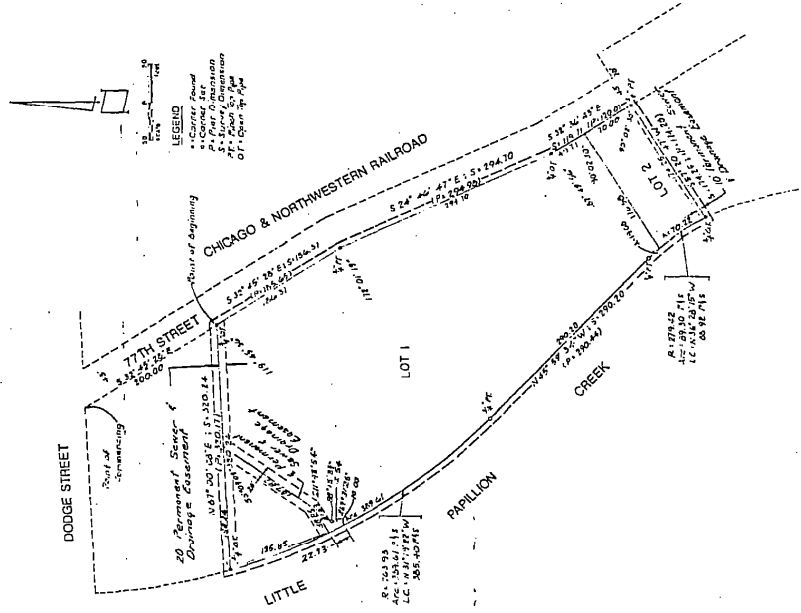
Michael P. May  
Michael P. May, President

COPY



### 77TH & DODGE COURT LOTS 1 & 2

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE  
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH,  
RANGE 12 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WISCONSIN.



**LEGEND**

- Corner Found
- Corner Not Found
- Corner Assumed
- Corner Obscured
- Corner Open to Air

## EX. "A"

1. The entire land here shown is a portion of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 22, Township 18 North, Range 12 West of the 6th Principal Meridian, County of Wisconsin.

2. The land here shown is divided into two lots, Lot 1 and Lot 2, as shown on the plat hereon.

3. The boundaries of the lots are as follows: Lot 1, bounded on the north by 77th Street, on the east by Little Creek, on the south by Dodge Street, and on the west by Dodge Street; Lot 2, bounded on the north by 77th Street, on the east by Little Creek, on the south by Dodge Street, and on the west by Dodge Street.

4. The Chicago & Northwestern Railroad runs parallel to Little Creek, and its right-of-way is shown on the plat.

5. A 20-foot wide permanent sewer drainage easement is shown crossing Lot 1, as shown on the plat.

6. The corners of the lots are marked as follows: (a) Corners found are marked with a dot and the word 'Found'; (b) Corners not found are marked with a dot and the word 'Not Found'; (c) Corners assumed are marked with a dot and the word 'Assumed'; (d) Corners obscured are marked with a dot and the word 'Obscured'; (e) Corners open to air are marked with a dot and the word 'Open to Air'.

7. The area of Lot 1 is 1.23 acres, and the area of Lot 2 is 0.15 acres.

8. The plat hereon is a true and correct copy of the original plat on file in the office of the Register of Deeds for the County of Wisconsin.

9. The plat hereon is subject to the provisions of the laws of the State of Wisconsin relating to the recording of plats.

10. The plat hereon is subject to the provisions of the laws of the State of Wisconsin relating to the recording of plats.

8-22-88  
 William J. DeB...

8-22-88  
 Robert J. DeB...

8-22-88  
 Michael B. DeB...

1. The entire land here shown is a portion of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 22, Township 18 North, Range 12 West of the 6th Principal Meridian, County of Wisconsin.

2. The land here shown is divided into two lots, Lot 1 and Lot 2, as shown on the plat hereon.

3. The boundaries of the lots are as follows: Lot 1, bounded on the north by 77th Street, on the east by Little Creek, on the south by Dodge Street, and on the west by Dodge Street; Lot 2, bounded on the north by 77th Street, on the east by Little Creek, on the south by Dodge Street, and on the west by Dodge Street.

4. The Chicago & Northwestern Railroad runs parallel to Little Creek, and its right-of-way is shown on the plat.

5. A 20-foot wide permanent sewer drainage easement is shown crossing Lot 1, as shown on the plat.

6. The corners of the lots are marked as follows: (a) Corners found are marked with a dot and the word 'Found'; (b) Corners not found are marked with a dot and the word 'Not Found'; (c) Corners assumed are marked with a dot and the word 'Assumed'; (d) Corners obscured are marked with a dot and the word 'Obscured'; (e) Corners open to air are marked with a dot and the word 'Open to Air'.

7. The area of Lot 1 is 1.23 acres, and the area of Lot 2 is 0.15 acres.

8. The plat hereon is a true and correct copy of the original plat on file in the office of the Register of Deeds for the County of Wisconsin.

9. The plat hereon is subject to the provisions of the laws of the State of Wisconsin relating to the recording of plats.

10. The plat hereon is subject to the provisions of the laws of the State of Wisconsin relating to the recording of plats.