

**CITY OF OMAHA**

**COUNCIL CHAMBER**

BOOK **750** PAGE **122**

Omaha, Nebr. Sept. 11, 1984

**RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:**

WHEREAS, Shelter Hill Limited Partnership, Helen Strasser, General Partner, proposes to build a Subdivision, Shelter Hill, which will be located North of 52nd and McKinley Streets; and,

WHEREAS, Shelter Hill Limited Partnership, Helen Strasser, General Partner, wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by the Subdivider in Shelter Hill; and,

WHEREAS, the parties wish to agree upon the manner which public improvements will be built by Shelter Hill Limited Partnership, Helen Strasser, General Partner, 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; and,

WHEREAS, the City of Omaha will reimburse the Subdivider a maximum amount of \$15,195.00 to extend the sanitary sewer line to the Subdivision. This amount will be paid from the Sewer Revenue Improvement Cost Center No. 142000.

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

THAT, the Mayor is authorized to sign and the City Clerk is authorized to attest the Subdivision Agreement between the City of Omaha and Shelter Hill Limited Partnership, Helen Strasser, General Partner, providing for the public improvements and sewer connections to the Omaha sewer system.

**BE IT FURTHER RESOLVED:**

THAT, the Finance Department is authorized to pay for the cost of the extension of the sewer line to Shelter Hill development, not to exceed \$15,195.00, from the Sewer Revenue Improvement Cost Center 142000.

APPROVED AS TO FORM:

*[Signature]*  
ASSISTANT CITY ATTORNEY

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

*[Signature]*  
DEPUTY CITY CLERK

PWC/12:7C10:48

By *[Signature]*  
Councilman

Adopted SEP 25 1984  
*[Signature]*  
DEPUTY City Clerk

Approved *[Signature]*  
Mayor 9-27-84

(L) \*

This Subdivision Agreement, made this 25 day September, 1984 by and between SHELTER HILL LIMITED PARTNERSHIP, HEYEN STRASSER, GENERAL PARTNER, (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 of SHELTER HILL attached hereto as 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. Attached hereto as Exhibit "B" and incorporated herein by reference are Preliminary Engineering Exhibits for SHELTER HILL plats showing the public improvements to be installed to serve the property, i.e. storm sewer, sanitary sewer, and paving of public streets (hereinafter referred to as "IMPROVEMENTS"). See Exhibit "C" for disclaimer concerning street improvements. All improvements must receive the approval of the Public Works Department of the City prior to construction.
2. Water and electrical power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water line extensions to the property, and into an Agreement with the Omaha Public Power District for power lines to be installed to serve the property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to the 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 (except for sanitary sewer as noted below), as well as all charges by the Metropolitan Utilities District for water line installation and charges by the Omaha Public Power District for underground electrical service or overhead power installations.

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- a. Sanitary Sewer. The City of Omaha shall pay the construction costs as determined from the actual as-built quantities plus 12 percent of the total cost of these construction quantities, as shown on Exhibit "B", between Manhole No. 1 located between the I-680 right-of-way and the Railroad right-of-way, South of McKinley Street, and Manhole No. 2 located on the North side of McKinley Street

It is estimated that the maximum cost of construction for this portion of the sewer line will be \$13,570.00, plus the 12 percent soft costs of \$1,625.00, or a total of \$15,195.00.

All other construction and soft costs of the sanitary sewer will be paid for by the developer.



5. Connections to other Sanitary and Improvement Districts. The subdivider agrees to pay to Sanitary and Improvement District No. 142 in Douglas County, Nebraska, \$200.00 per sewer connection for each lot within SHELTER HILL prior to the time of each hookup as per an agreement between the City of Omaha and Sanitary and Improvement District No. 142 dated May 25, 1965.
6. Ownership of sewer system. Upon completion of the sanitary sewer system the subdivider will provide to the City of Omaha all necessary easements for access and maintenance of the entire system and grant title to the entire sanitary sewer system as installed for this addition as shown by Exhibit "B."

The City agrees to accept and maintain said sewer system.

7. Right to connect to City sewer system. The City hereby acknowledges that it has given the subdivider the right to connect the sanitary sewer systems of the property to the City sanitary sewer system, subject to obtaining proper permits and paying for regular fees.
8. The temporary turnaround easement on lots 13 and 14 is granted to the public until additional Right-of-way is dedicated to extend 52nd Street to the North of the plat.
9. When 51st Street or 53rd Street are improved to the City of Omaha standards, it is understood that the pro rata cost will be assessed to the abutting property. The subdivider, her successors, and assigns waive the right of protest to said street improvements. This waiver runs with the land in the subdivision.
10. Sidewalks. The requirement for sidewalks is waived until streets in the subdivision are improved to City Standards or the City of Omaha requests sidewalk construction prior to street improvement to alleviate pedestrian traffic hazards.

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11. Binding effect. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns, and shall run with the land described on Exhibit "A".

ATTEST:  
  
 REGISTERED  
 CITY OF OMAHA  
 APPROVED AS TO FORM:  
  
 CITY ATTORNEY

CITY OF OMAHA

  
MAYOR

SHELTER HILL LIMITED PARTNERSHIP

  
HELEN STRASSER, GENERAL PARTNER

ACKNOWLEDGEMENT OF NOTARY

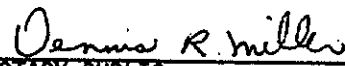
COPY

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

ON THIS 11<sup>th</sup> DAY OF July, 1984, A.D., BEFORE ME, A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME HELEN STRASSER, GENERAL PARTNER OF THE SHELTER HILL LIMITED PARTNERSHIP, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING AGREEMENT AND SHE ACKNOWLEDGED THAT SHE EXECUTED SAID DEDICATION AS HER VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED OF SAID LIMITED PARTNERSHIP.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha, NEBRASKA, IN SAID COUNTY THE DATE LAST AFORESAID.

GENERAL NOTARY - State of Nebraska  
 DENNIS R. MILLER  
 My Comm. Exp. May 8, 1985

  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 8<sup>th</sup> DAY OF May, 1985.

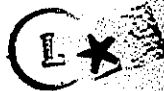
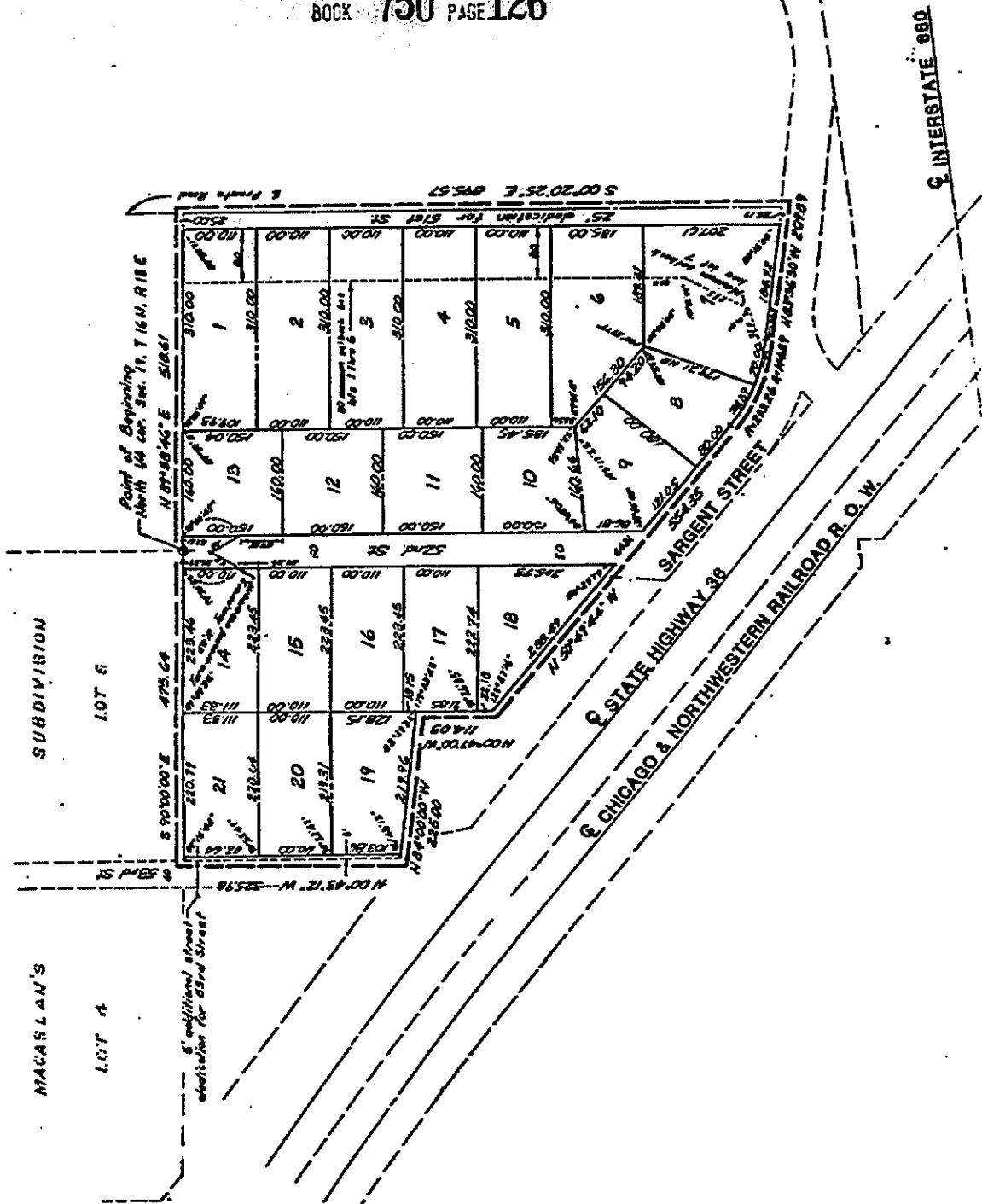


EXHIBIT "A"

### SHELTER HILL (LOTS 1 THRU 21)

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 15 NORTH, RANGE 13 EAST OF THE 6TH P.M., DOUGLAS COUNTY, MISSOURI.



INTERSTATE 680

EXHIBIT "B"

SHELTER HILL

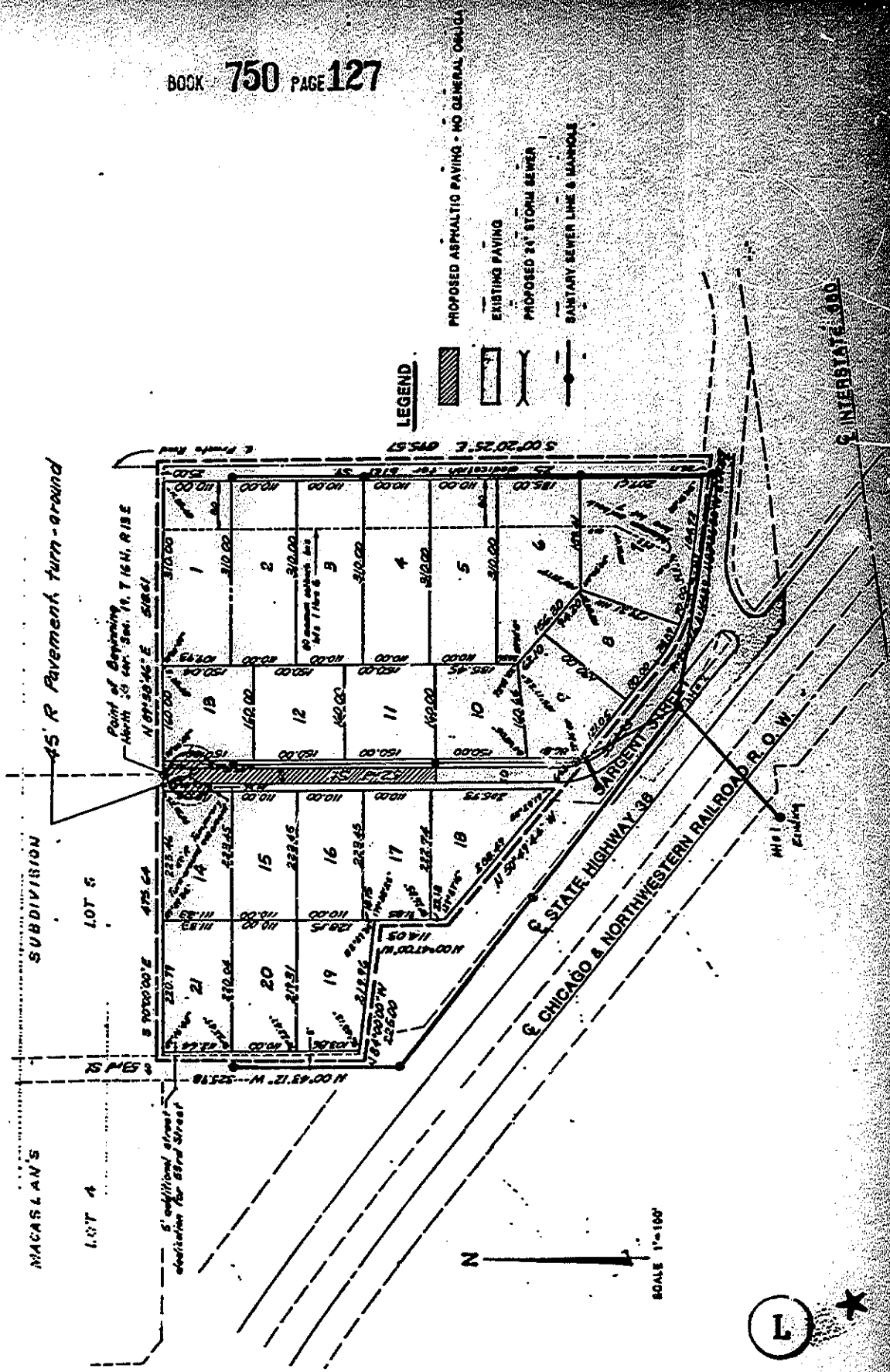
INTERSTATE 690

INTERSTATE 690

EXHIBIT "B"

SHELTER HILL  
(LOTS 1 THRU 21)

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 37, ALL IN TOWNSHIP 16 NORTH, RANGE 13 EAST OF THE 6TH P.M., DECATUR COUNTY, MISSISSIPPI.



LEGEND

- PROPOSED ASPHALTIC PAVING - NO GENERAL OBLIGATION
- EXISTING PAVING
- PROPOSED 24" STORM SEWER
- SANITARY SEWER LINE & MANHOLE

N

SCALE 1"=100'

L

SHELTER HILL

EXHIBIT "C"

The proposed 24' x 6" asphalt is not an approved standard paving of the City of Omaha.

In the near future, if maintenance is required, the City will maintain that portion inside the City limits by patching.

In the event complete replacement is required, it is agreed that the abutting property may be assessed.

BK	<u>750</u>	Del	<u>VK</u>	N	<u>95-77</u>	Fee	<u>45.50</u>
PG	<u>122</u>	Indx	<u>11/11</u>		<u>90-7706</u>	MC	<u>A</u>
OF	<u>Misc</u>	Comp	<u>1/11</u>	Comp	<u>CP</u>		

1985 AUG 30 PM 2:44  
 GEORGE J. BULEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

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