

RESOLUTION NO. PC- 00223

1 A RESOLUTION accepting and approving the plat designated as PELICAN
2 BAY ADDITION as an addition to the City of Lincoln, filed in the office of the
3 Planning Department of the City of Lincoln, Nebraska, upon certain conditions
4 herein specified and providing for sureties conditioned upon the strict
5 compliance with such conditions.

6 WHEREAS, W T K Co., a Nebraska corporation, owner of a tract of land
7 legally described as:

8 Outlots "B" and "E", Lincoln Saline Wetland Nature
9 Center Addition to the City of Lincoln, located in the
10 North Half of Section 22, Township 10 North, Range 6
11 East and also located in the Southwest Quarter of
12 Section 15, Township 10 North, Range 6 East of the 6th
13 P.M., Lancaster County, Nebraska, more particularly
14 described by metes and bounds as follows:

15 Beginning at the northeasterly corner of Outlot "A" or
16 the easterly corner of Outlot "E", Lincoln Saline
17 Wetland Nature Center Addition to the City of Lincoln,
18 located in the North Half of Section 22, Township 10
19 North, Range 6 East and also located in the Southwest
20 Quarter of Section 15, Township 10 North, Range 6 East
21 of the 6th P.M., Lancaster County, Nebraska and also
22 said point is on the westerly right-of-way line of the
23 Burlington Northern Railroad; thence south 23 degrees 32
24 minutes 54 seconds west, (an assumed bearing), and on
25 the southerly line of Outlot "E" or the northerly line
26 of Outlot "A" of said Lincoln Saline Wetland Nature
27 Center Addition, a distance of 249.16 feet to a point
28 being on a curve to the right; thence on a curve to the
29 right, and on the easterly line of Outlot "E" or the
30 westerly line of Outlot "A" of said Lincoln Saline
31 Wetland Nature Center Addition, having a radius of
32 200.00 feet, an arc length of 103.62 feet, and central
33 angle of 29 degrees 41 minutes 08 seconds with a chord
34 bearing of south 51 degrees 34 minutes 23 seconds east,
35 a chord distance of 102.47 feet; thence south 53 degrees
36 15 minutes 09 seconds west, and on the southerly line of
37 Outlot "E" or the northerly line of Outlot "A" of said
38 Lincoln Saline Wetland Nature Center Addition, a
39 distance of 190.01 feet; thence south 36 degrees 44

1 minutes 35 seconds east, and on the easterly line of
2 Outlot "E" or the westerly line of Outlot "A" of said
3 Lincoln Saline Wetland Nature Center Addition, a
4 distance of 299.93 feet; thence south 08 degrees 14
5 minutes 55 seconds west, and on the easterly line of
6 Outlot "E" or the westerly line of Outlot "A" of said
7 Lincoln Saline Wetland Nature Center Addition, a
8 distance of 179.98 feet; thence south 80 degrees 15
9 minutes 54 seconds west, and on the southerly line of
10 Outlot "E" or the northerly line of Outlot "A" of said
11 Lincoln Saline Wetland Nature Center Addition, a
12 distance of 468.07 feet to a point on the northeasterly
13 corner of Outlot "B" of said Lincoln Saline Wetland
14 Nature Center Addition; thence south 10 degrees 35
15 minutes 55 seconds east, and on the easterly line of
16 Outlot "B" or the westerly line of Outlot "A" of said
17 Lincoln Saline Wetland Nature Center Addition, a
18 distance of 381.57 feet; thence south 80 degrees 11
19 minutes 37 seconds west, and on the southerly line of
20 Outlot "B" or the northerly line of Outlot "A" of said
21 Lincoln Saline Wetland Nature Center Addition, a
22 distance of 319.21 feet to a point on a curve to the
23 left and the southwesterly corner of Outlot "B" or the
24 northwesterly corner of Outlot "A" of said Lincoln
25 Saline Wetland Nature Center Addition and also said
26 point on the easterly line of the remaining portion of
27 Lot 256 Irregular Tract of said Section 22; thence on a
28 curve to the left, and on the easterly line of the
29 remaining portion of part of Lot 256 Irregular Tract of
30 said Section 22 for the next (8) eight courses and also
31 on the westerly line of Outlot "B" of said Lincoln
32 Saline Wetland Nature Center Addition, having a radius
33 of 240.00 feet, an arc length 103.99 feet, and a central
34 angle of 24 degrees 49 minutes 37 seconds, with a chord
35 bearing of north 01 degrees 48 minutes 53 seconds east,
36 a chord distance of 103.18 feet to the point of
37 tangency; thence north 10 degrees 35 minutes 55 seconds
38 west, and on the westerly line of Outlot "B" and Outlot
39 "E" of said Lincoln Saline Wetland Nature Center
40 Addition, a distance of 223.17 feet to the point of
41 curvature; thence on a curve to the left, and on the
42 westerly line of Outlot "E" of said Lincoln Saline
43 Wetland Nature Center Addition, having a radius of
44 499.77 feet, an arc length of 47.55 feet, and a central
45 angle of 05 degrees 27 minutes 06 seconds, with a chord
46 bearing of north 13 degrees 19 minutes 28 seconds west,
47 a chord distance of 47.54 feet to the point of compound
48 curvature; thence continuing on a curve to the left, and
49 on the westerly line of Outlot "E" of said Lincoln

1 Saline Wetland Nature Center Addition, having a radius
2 of 1138.97 feet, an arc length of 245.83 feet, and a
3 central angle of 12 degrees 21 minutes 59 seconds, with
4 a chord bearing of north 22 degrees 14 minutes 01
5 seconds west, a chord distance of 245.35 feet to the
6 point of compound curvature; thence continuing on a
7 curve to the left, and on the westerly line of Outlot
8 "E" of said Lincoln Saline Wetland Nature Center
9 Addition, having a radius of 325.73 feet, an arc length
10 of 44.56 feet, and a central angle of 07 degrees 50
11 minutes 18 seconds, with a chord bearing of north 32
12 degrees 20 minutes 09 seconds west, a chord distance of
13 44.53 feet to the point of tangency; thence north 36
14 degrees 15 minutes 18 seconds west, and on the westerly
15 line of Outlot "E" of said Lincoln Saline Wetland Nature
16 Center Addition, a distance of 127.85 feet; thence north
17 34 degrees 35 minutes 34 seconds west, and on the
18 westerly line of Outlot "E" of said Lincoln Saline
19 Wetland Nature Center Addition, a distance of 317.25
20 feet to the point of curvature; thence on a curve to the
21 left, and on the westerly line of Outlot "E" of said
22 Lincoln Saline Wetland Nature Center Addition, having a
23 radius of 940.52 feet, an arc length of 55.34 feet, and
24 a central angle of 03 degrees 22 minutes 16 seconds,
25 with a chord bearing of north 36 degrees 16 minutes 42
26 seconds west, a chord distance of 55.33 feet to the
27 point of compound curvature; thence continuing on a
28 curve to the left, and on the easterly line of the
29 remaining portion of Lot 75 Irregular Tract, Section 15,
30 Township 10 North, Range 6 East of the 6th P.M.,
31 Lancaster County, Nebraska and the remaining portion of
32 Lot 256 Irregular Tract of said Section 22 or the
33 westerly line of Outlot "E" of said Lincoln Saline
34 Wetland Nature Center Addition, having a radius of
35 500.00 feet, an arc length of 133.85 feet, and a central
36 angle of 15 degrees 20 minutes 15 seconds, with a chord
37 bearing of north 45 degrees 37 minutes 57 seconds west,
38 a chord distance of 133.45 feet to the point of
39 tangency; thence north 53 degrees 18 minutes 05 seconds
40 west, and on the easterly line of the remaining portion
41 of Lot 75 Irregular Tract of said Section 15 or the
42 westerly line of Outlot "E" of said Lincoln Saline
43 Wetland Nature Center Addition, a distance of 102.96
44 feet; thence north 45 degrees 55 minutes 22 seconds
45 west, and on the easterly line of the remaining portion
46 of Lot 75 Irregular Tract of said Section 15 or the
47 westerly line of Outlot "E" of said Lincoln Saline
48 Wetland Nature Center Addition, a distance of 240.08
49 feet; thence north 26 degrees 37 minutes 08 seconds

1 east, and on the easterly line of Outlot "A", Capitol
2 Beach West Second Addition to the City of Lincoln,
3 Lancaster County, Nebraska or the westerly line of
4 Outlot "E" of said Lincoln Saline Wetland Nature Center
5 Addition, a distance of 218.56 feet to the northeasterly
6 corner of Outlot "A" of said Capitol Beach West Second
7 Addition; thence north 53 degrees 40 minutes 58 seconds
8 west, and on the easterly line of Outlot "A" of said
9 Capitol Beach West Second Addition or the westerly line
10 of Outlot "E" of said Lincoln Saline Wetland Nature
11 Center Addition, a distance of 98.54 feet to a point on
12 the centerline of Oak Creek and also said point is on
13 the northerly line of Outlot "E" of said Lincoln Saline
14 Wetland Nature Center Addition; thence south 84 degrees
15 10 minutes 28 seconds east, and on the centerline of
16 said Oak Creek and also on the northerly line of Outlot
17 "E" of said Lincoln Saline Wetland Nature Center
18 Addition, a distance of 769.49 feet to the point of
19 curvature; thence on a curve to the left and on the
20 centerline of said Oak Creek and also on the northerly
21 line of Outlot "E" of said Lincoln Saline Wetland Nature
22 Center Addition, having a radius of 2864.79 feet, an arc
23 length of 589.52 feet, and central angle of 11 degrees
24 47 minutes 26 seconds, with a chord bearing of north 89
25 degrees 55 minutes 49 seconds east, a chord distance of
26 588.48 feet to the northeasterly corner of Outlot "E" of
27 said Lincoln Saline Wetland Nature Center Addition and
28 also said point being on the westerly right-of-way line
29 of said Burlington Northern Railroad; thence south 36
30 degrees 47 minutes 24 seconds east, on the easterly line
31 of Outlot "E" of said Lincoln Saline Wetland Nature
32 Center Addition and also on the westerly right-of-way
33 line of said Burlington Northern Railroad, a distance of
34 259.43 feet to the point of beginning and containing a
35 calculated area of 1,350,054.06 square feet or 30.993
36 acres, more or less;

37 has filed said plat in the office of the Planning Department of the City of
38 Lincoln, Nebraska, with a request for approval and acceptance thereof; and

39 WHEREAS, it is for the convenience of the inhabitants of said City
40 and for the public that said plat be approved and accepted as filed.

41 NOW, THEREFORE, BE IT RESOLVED by the Lincoln City - Lancaster County
42 Planning Commission:

1 1. That the plat of PELICAN BAY ADDITION as an addition to the City
2 of Lincoln, Nebraska, filed in the office of the Planning Department of said City
3 by W T K Co., a Nebraska corporation as owner is hereby accepted and approved,
4 and said owner is given the right to plat said PELICAN BAY ADDITION as an
5 addition to said City in accordance therewith. Such acceptance and approval are
6 conditioned upon the following:

7 First: That said owner shall at its own cost and expense pay for all
8 labor, material, engineering, and inspection costs in connection with the
9 construction of street improvements, including the grading, paving, and
10 installation of curb and gutter, curb inlets, and storm drain laterals for the
11 private street of Pelican Bay Place and the street extension from North Lakeshore
12 Drive as shown on the approved final plat. The construction shall be completed
13 within two years following Planning Commission approval of this final plat.

14 Second: That said owner shall at its own cost and expense pay for
15 all labor, material, engineering, and inspection costs in connection with the
16 construction of sidewalks along the westerly side of Pelican Bay Place and along
17 the street extension from North Lakeshore Drive as shown on this final plat. The
18 construction shall be completed within four years following Planning Commission
19 approval of this final plat.

20 Third: That said owner shall at its own cost and expense pay for all
21 labor, material, engineering, and inspection costs in connection with the
22 construction of a public water distribution system as shown on the approved
23 preliminary plat. The construction shall be completed within two years following
24 City Council approval of this final plat.

1 Fourth: That said owner shall at its own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the
3 construction of a public wastewater collection system as shown on the approved
4 preliminary plat. The construction shall be completed within two years following
5 Planning Commission approval of this final plat.

6 Fifth: That said owner shall at its own cost and expense pay for all
7 labor, material, engineering, and inspection costs in connection with the
8 construction of drainage facilities as shown on the approved drainage study. The
9 construction shall be completed within two years following Planning Commission
10 approval of this final plat.

11 Sixth: That said owner shall at its own cost and expense pay for all
12 labor, material, engineering, and inspection costs in connection with the
13 installation of private street lights along Pelican Bay Place as required by the
14 preliminary plat. The construction shall be completed within two years following
15 Planning Commission approval of this final plat.

16 Seventh: That said owner shall at its own cost and expense pay for
17 all labor, material, and related costs in connection with the installation of
18 street trees along Pelican Bay Place. The planting shall be completed within
19 four years following Planning Commission approval of this final plat.

20 Eighth: That said owner shall at its own cost and expense pay for
21 all labor, material, and related costs in connection with the installation of the
22 street name sign as approved by the Department of Transportation. This
23 installation shall be completed within two years following Planning Commission
24 approval of this final plat.

1 Ninth: That said owner shall at its own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the placing
3 of permanent lot stakes at all corners of all lots and blocks of this final plat.
4 The permanent lot staking shall be completed before construction on or conveyance
5 of any lot shown in this final plat.

6 2. That prior to adoption of this resolution, said owner shall enter
7 into a written agreement with the City which shall provide as follows:

8 The owner, its successors and assigns agree:

9 a. To submit to the Director of Public Works for review and
10 approval a plan showing proposed measures to control sedimentation and erosion
11 and the proposed method to temporarily stabilize all graded land.

12 b. To protect the remaining trees on the site during
13 construction and development.

14 c. To pay all improvement costs.

15 d. To submit to lot buyers and home builders a copy of the
16 soil analysis.

17 e. To continuously and regularly maintain street trees along
18 the private roadways.

19 f. To complete the private improvements shown on the
20 preliminary plat, and community unit plan.

21 g. To maintain the outlots and private improvements on a
22 permanent and continuous basis. However, the owner may be relieved and
23 discharged of this maintenance obligation upon creating in writing a permanent
24 and continuous association of property owners who would be responsible for said
25 permanent and continuous maintenance. The owner shall not be relieved of such

1 maintenance obligation until the document or documents creating said property
2 owners association have been reviewed and approved by the City Attorney and filed
3 of record with the Register of Deeds.

4 h. To grade and gravel, to a minimum width of 12 feet with
5 crushed rock, the access road to the City pump station and the Lower Platte South
6 NRD's access road along the south side of the Oak Creek channel.

7 i. To comply with the provisions of the Land Subdivision
8 Ordinance regarding land preparation.

9 j. To complete the permanent lot and block staking before
10 construction on or conveyance of any lot shown on this final plat.

11 3. That said owner shall, prior to adoption of this resolution,
12 execute and deliver to the City of Lincoln:

13 a. A bond or an approved escrow or security agreement in the
14 sum of \$80,000.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "First" of Paragraph 1 of this
16 resolution.

17 b. A bond or an approved escrow or security agreement in the
18 sum of \$14,000.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Second" of Paragraph 1 of this
20 resolution.

21 c. A bond or an approved escrow or security agreement in the
22 sum of \$80,000.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Third" of Paragraph 1 of this
24 resolution.

1 d. A bond or an approved escrow or security agreement in the
2 sum of \$50,000.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
4 resolution.

5 e. A bond or an approved escrow or security agreement in the
6 sum of \$4,500.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
8 resolution.

9 f. A bond or an approved escrow or security agreement in the
10 sum of \$8,000.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
12 resolution.

13 g. A bond or an approved escrow or security agreement in the
14 sum of \$1,399.20 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
16 resolution.

17 h. A bond or an approved escrow or security agreement in the
18 sum of \$115.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
20 resolution.

21 i. A bond or an approved escrow or security agreement in the
22 sum of \$800.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
24 resolution.

1 The bonds required above shall be subject to approval by the City
2 Attorney. In the event that said owner or its surety shall fail to satisfy the
1 conditions herein set forth within the time specified in this resolution, the
2 City may cause the required work to be performed and recover the cost thereof
3 from said owner and its surety.

4 4. Immediately upon the adoption of this resolution, the City Clerk
5 shall cause the final plat and a certified copy of this resolution together with
6 the written agreement required herein to be filed in the office of the Register
7 of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owner.

8 The foregoing Resolution was approved by the Lincoln City - Lancaster
9 County Planning Commission on this 5th day of July, 1995.

10 Dated this 5th day of July, 1995.

11
ATTEST:

Quinn Salomon Bleed
Chairman

Approved as to Form & Legality:

AST Rich Bo
City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between W T K Co., a Nebraska corporation, hereinafter called "Subdivider", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of PELICAN BAY ADDITION; and

WHEREAS, the resolution approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of PELICAN BAY ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.

2. The Subdivider agrees to protect the remaining trees on the site during construction and development.

3. The Subdivider agrees to pay all improvement costs.

4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain street trees along the private roadways.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat, and community unit plan.

7. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

8. The Subdivider agrees to grade and gravel, to a minimum width of 12 feet with crushed rock, the access road to the City pump station and the Lower Platte South NRD's access road along the south side of the Oak Creek channel.

9. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

10. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

Dated this 6 day of July, 1995.

ATTEST:

W T K Co., a Nebraska corporation,

Lois Kerrey
Secretary

William T. Humboldt - pres

ATTEST:

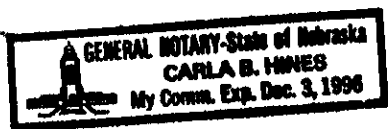
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul H. Metzger
City Clerk

Mike Johanns
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of July, 1995, by William T. Kimball, Jr., President of W T K Co., a Nebraska corporation, on behalf of the corporation.



Carla B. Hines
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 13th day of July, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier
Notary Public

C E R T I F I C A T E

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS:
CITY OF LINCOLN)

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of **Pelican Bay Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 5, 1995**, as the original appears of record in my office, and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 20th day of July, 1995.

Joan E. Ross
Deputy City Clerk

LANCASTER COUNTY, NEB
[Signature]
REGISTER OF DEEDS

JUL 20 3 36 PM '95
INST. NO 95 20906

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\$ 71

BLOCK
100
CODE
LISA WENACE
CHECKED
CO
ENTERED
[Signature]
EDITED
City Clerk