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LANCASTER COUNTY, NE

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RESOLUTION NO. PC- 00811

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

5 WHEREAS, **Thomas L. Folsom, Susan G. Brouse, and Donald R. Brouse,**
6 owners of a tract of land legally described as:

7 Lots 86 and 87 Irregular Tracts located in the South Half of the
8 Northeast Quarter of Section 24, Township 9 North, Range 6
9 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and
0 more particularly described as follows:

1 Referring to the southeast corner of the South Half of the
2 Northeast Quarter of said Section 24; thence in a westerly
3 direction, along the south line of the South Half of the Northeast
4 Quarter of said Section 24, for a distance of 50.00 feet to the
5 southeast corner of said Lot 87 and the point of beginning;
6 thence continuing on the last described course, of an assumed
7 bearing of north 89 degrees 40 minutes 59 seconds west, for a
8 distance of 2582.97 feet to the southwest corner of said Lot 86;
9 thence north 00 degrees 12 minutes 31 seconds west, along the
0 west line of said Lot 86, for a distance of 1327.62 feet to the
1 northwest corner of said Lot 86; thence south 89 degrees 36
2 minutes 22 seconds east, along the north line of said Lots 86 and
3 87, for a distance of 2589.54 feet to the northeast corner of said
4 Lot 87; thence south 01 degrees 06 minutes 54 seconds west,
5 along the east line of said Lot 87, for a distance of 117.55 feet;
6 thence south 01 degrees 04 minutes 03 seconds west, along the
7 east line of said Lot 87, for a distance of 450.08 feet; thence
8 south 05 degrees 42 minutes 20 seconds west, along the east
9 line of said Lot 87, for a distance of 74.08 feet; thence south 01
0 degrees 55 minutes 16 seconds east, along the east line of said
1 Lot 87, for a distance of 326.47 feet; thence south 00 degrees 51
2 minutes 52 seconds east, along the east line of said Lot 87, for
3 a distance of 356.62 feet to the point of beginning; said property
4 contains 78.52 acres, more or less;

Teresa City Clerk

1 have filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,
2 with a request for approval and acceptance thereof; and

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

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

7 1. That the plat of **TAMARIN RIDGE ADDITION** as an addition to the City of
8 Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Thomas L.**
9 **Folsom, Susan G. Brouso, and Donald R. Brouso** as owners is hereby accepted and
0 approved, and said owner is given the right to plat said **TAMARIN RIDGE ADDITION** as an
1 addition to said City in accordance therewith. Such acceptance and approval are conditioned
2 upon the following:

3 First: That said owners shall at their own cost and expense pay for all
4 labor, material, engineering, and inspection costs in connection with the construction of street
5 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
6 and storm drain laterals for all public streets and private roadways as shown on the approved
7 final plat. The construction shall be completed within two years following Planning
8 Commission approval of this final plat.

9 Second: That said owners shall at their own cost and expense pay for
0 all labor, material, engineering, and inspection costs in connection with the construction of
1 sidewalks along both sides of the streets and within the pedestrian way easements as shown

1 on the final plat. The construction shall be completed within four years following Planning
2 Commission approval of this final plat.

3 Third: That said owners shall at their own cost and expense pay for all
4 labor, material, engineering, and inspection costs in connection with the construction of the
5 private sidewalks along the private roadway as shown on the final plat. The construction shall
6 be completed at the same time as the private roadway is completed.

7 Fourth: That said owners shall at their own cost and expense pay for all
8 labor, material, engineering, and inspection costs in connection with the construction of the
9 8' wide bike path in the trail/pedestrian way easement as shown on the final plat. The
0 construction shall be completed at the same time as South 23rd Street and Jacob Drive are
1 installed.

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

6 Sixth: That said owners shall at their own cost and expense pay for all
7 labor, material, engineering, and inspection costs in connection with the construction of a
8 public wastewater collection system as shown on the approved preliminary plat. The
9 construction shall be completed within two years following Planning Commission approval of
0 this final plat.

1 Seventh: That said owners shall at their own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the construction of the
3 enclosed public drainage facilities and the enclosed private drainage facilities as shown on

1 the approved drainage study. The construction shall be completed within two years following
2 Planning Commission approval of this final plat.

3 Eighth: That said owners shall at their own cost and expense pay for all
4 labor, material, engineering, and inspection costs in connection with the completion of the
5 land preparation including storm water detention/retention facilities and open drainage way
6 improvements to serve this plat as shown on the final plat. The construction shall be completed
7 within two years following Planning Commission approval of this final plat.

8 Ninth: That said owners shall at their own cost and expense pay for all
9 labor, material, engineering, and inspection costs in connection with the installation of an
0 ornamental street lighting system (public and private) as required by the preliminary plat for all
1 streets shown on this final plat. The construction shall be completed within two years following
2 Planning Commission approval of this final plat.

3 Tenth: That said owners shall at their own cost and expense pay for all
4 labor, material, and related costs in connection with the installation of street trees as shown
5 on the final plat. The planting shall be completed within four years following Planning
6 Commission approval of this final plat.

7 Eleventh: That said owners shall at their own cost and expense pay for
8 all labor, material, and related costs in connection with the installation of street name signs as
9 approved by the Public Works Department. This installation shall be completed within two
0 years following Planning Commission approval of this final plat.

1 Twelfth: That said owners shall at their own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the placing of permanent

1 lot stakes at all corners of all lots and blocks of this final plat. The permanent lot staking shall
2 be completed before construction on or conveyance of any lot shown in this final plat.

3 Thirteenth: That said owners shall at their own cost and expense pay for
4 all labor, material, engineering, and inspection costs in connection with the placing of
5 temporary turnarounds and barricades. The construction shall be completed within two years
6 following Planning Commission approval of this final plat.

7 2. That this plat shall not be filed for record or recorded in the Office of the
8 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and until
9 said owners shall enter into a written agreement with the City which shall provide as follows:

0 The owners, their successors and assigns agree:

1 a. To submit to the Director of Public Works a plan showing
2 proposed measures to control sedimentation and erosion and the proposed method to
3 temporarily stabilize all graded land for approval.

4 b. To complete the private improvements shown on the preliminary
5 plat and special permits.

6 c. To maintain the outlots and private improvements on a permanent
7 and continuous basis. However, the owner may be relieved and discharged of this
8 maintenance obligation upon creating in writing a permanent and continuous association of
9 property owners who would be responsible for said permanent and continuous maintenance.

0 The owner shall not be relieved of such maintenance obligation until the document or
1 documents creating said property owners association have been reviewed and approved by
2 the City Attorney and filed of record with the Register of Deeds.

1 d. To continuously and regularly maintain the street trees along the
2 private roadways.

3 e. To submit to lot buyers and home builders a copy of the soil
4 analysis.

5 f. To pay all improvement costs except the City will subsidize an
6 amount equal to one-half the cost of an 8" equivalent water main along the South 27th Street
7 frontage adjacent to the H-4 and O-3 Districts, and one-half the cost of a 6" equivalent water
8 main along the R-4 District.

9 g. To comply with the provisions of the Land Subdivision Ordinance/
0 Resolution regarding land preparation.

1 h. To protect the trees that are indicated to remain during constructin
2 and development.

3 i. To properly and continuously maintain and supervise the private
4 facilities which have common use or benefit, and to recognize that there may be additional
5 maintenance issues or costs associated with providing for the proper functioning of storm
6 water detention/retention facilities as they were designed and constructed within the
7 development, and that these are the responsibility of the land owner.

8 j. To relinquish the right of direct vehicular access to Tamarin Ridge
9 Road between the 25' wide access easement across Lots 4 and 5, Block 1, east to South
0 27th Street; and to South 27th Street except as shown on the plat.

1 3. That said owners shall, prior to adoption of this resolution, execute and
2 deliver to the City of Lincoln:

1 a. A bond or an approved escrow or security agreement in the sum
2 of \$620,200.00 (\$569,700.00 - public and \$50,500.00 - private) conditioned upon the strict
3 compliance by said owners with the conditions contained in paragraph designated "First" of
4 Paragraph 1 of this resolution.

5 b. A bond or an approved escrow or security agreement in the sum
6 of \$183,400.00 conditioned upon the strict compliance by said owners with the conditions
7 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

8 c. A bond or an approved escrow or security agreement in the sum
9 of \$15,900.00 conditioned upon the strict compliance by said owners with the conditions
0 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

1 d. A bond or an approved escrow or security agreement in the sum
2 of \$72,100.00 conditioned upon the strict compliance by said owners with the conditions
3 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

4 e. A bond or an approved escrow or security agreement in the sum
5 of \$157,100.00 conditioned upon the strict compliance by said owners with the conditions
6 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

7 f. A bond or an approved escrow or security agreement in the sum
8 of \$264,000.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

0 g. A bond or an approved escrow or security agreement in the sum
1 of \$131,800.00 (\$102,100.00 - public and \$29,700 - private) conditioned upon the strict
2 compliance by said owners with the conditions contained in paragraph designated "Seventh"
3 of Paragraph 1 of this resolution.

1 h. A bond or an approved escrow or security agreement in the sum
2 of \$6,600.00 conditioned upon the strict compliance by said owners with the conditions
3 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

4 i. A bond or an approved escrow or security agreement in the sum
5 of \$64,000.00 (\$56,000.00 - public and \$8,000.00 - private) conditioned upon the strict
6 compliance by said owners with the conditions contained in paragraph designated "Ninth" of
7 Paragraph 1 of this resolution.

8 j. A bond or an approved escrow or security agreement in the sum
9 of \$58,960.00 conditioned upon the strict compliance by said owners with the conditions
0 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

1 k. A bond or an approved escrow or security agreement in the sum
2 of \$1,035.00 conditioned upon the strict compliance by said owners with the conditions
3 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

4 l. A bond or an approved escrow or security agreement in the sum
5 of \$6,050.00 conditioned upon the strict compliance by said owners with the conditions
6 contained in paragraph designated "Twelfth" of Paragraph 1 of this resolution.

7 m. A bond or an approved escrow or security agreement in the sum
8 of \$3,000.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Thirteenth" of Paragraph 1 of this resolution.


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

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

5 The foregoing Resolution was approved by the Lincoln City - Lancaster County
6 Planning Commission on this 14th day of May, 2003.

7 Dated this 14th day of May, 2003.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Thomas L. Folsom, Susan G. Brouse, and Donald R. Brouse** 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 **TAMARIN RIDGE 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 **TAMARIN RIDGE ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
2. The Subdivider agrees to complete the private improvements shown on the preliminary plat and special permits.
3. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to pay all improvement costs except the City will subsidize an amount equal to one-half the cost of an 8" equivalent water main along the South 27th Street frontage adjacent to the H-4 and O-3 Districts, and one-half the cost of a 6" equivalent water main along the R-4 District.

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

7. The Subdivider agrees to protect the trees that are indicated to remain during construction and development.

8. The Subdivider agrees to properly and continuously maintain and supervise the private facilities which have common use or benefit, and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development, and that these are the responsibility of the land owner.

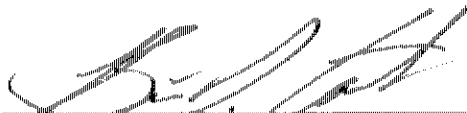
9. The Subdivider agrees to relinquish the right of direct vehicular access to Tamarin Ridge Road between the 25' wide access easement across Lots 4 and 5, Block 1, east to South 27th Street; and to South 27th Street except as shown on the plat.

10. 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.

11. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

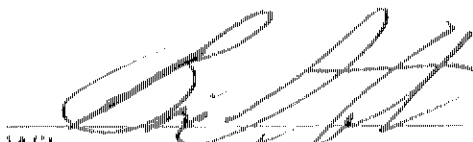
Dated this 16th day of May, 2003.



Witness



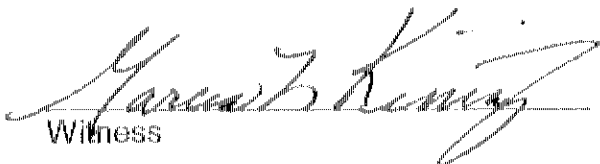
Thomas L. Folsom



Witness



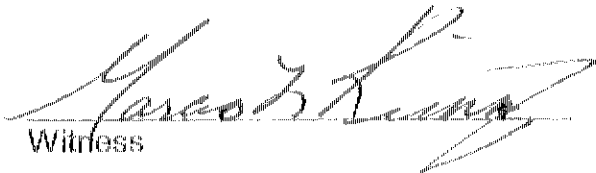
Deborah P. Folsom




Witness



Susan G. Brouse



Witness



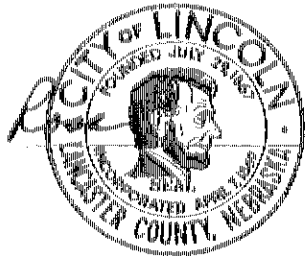
Donald R. Brouse

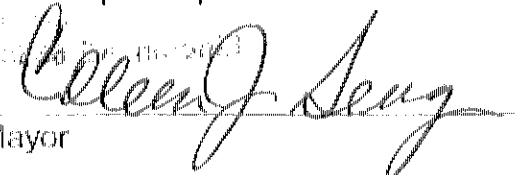
ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



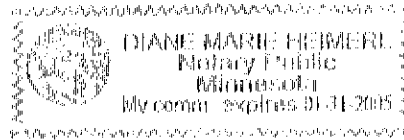
Joan E. Rose
City Clerk





Colleen J. Seung
Mayor

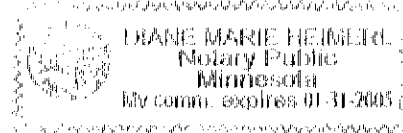
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 16 day of May, 2003, by Thomas L. Folsom.

Diane Marie Heimerl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

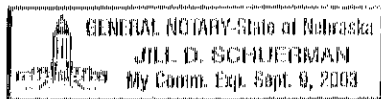


The foregoing instrument was acknowledged before me this 16 day of May, 2003, by Deborah P. Folsom.

Diane Marie Heimerl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

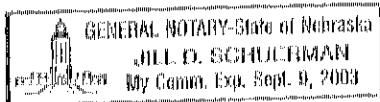
The foregoing instrument was acknowledged before me this 21st day of May, 2003, by Susan G. Brouse.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21st day of May, 2003, by Donald R. Brouse.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of June, 2003, by ~~Don Wesley~~, Mayor of the City of Lincoln, Nebraska, a municipal corporation. Coleen Seng



Judith A. Roscoe
Notary Public

NOTARY PUBLIC
STATE OF NEBRASKA
JUDITH A. ROSCOE
1001 N. 10th St. #100
Lincoln, NE 68502
402-441-1111

CERTIFICATE

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

I, Teresa J. Meier, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **TAMARIN RIDGE ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **May 14, 2003**, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 10th day of June, 2003.

