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LANCASTER COUNTY, NE

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RESOLUTION NO. PC- 00820

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

5 WHEREAS, **Gary Christensen and Carolyn J. Christensen, husband and**
 6 **wife, and Delisi Brothers., Inc., a Nebraska corporation,** owners of a tract of land legally
 7 described as:

8 *NW^{1/4}* Lot 125 I.T., Lots 3 and 4, Ford Van Lines Addition, Lots 7
 9 through 12, and the South Half of the east-west vacated alley,
 10 Block 3, Manchester Heights Addition, and the abutting West M
 11 Street right-of-way, Lincoln, Lancaster County, Nebraska, located
 12 in the Northwest Quarter of Section 28, Township 10 North,
 13 Range 6 East of the 6th P.M., and more fully described as
 14 follows:

15 Beginning at the southeast corner of said Lot 125; thence south
 16 83 degrees 35 minutes 21 seconds west (assumed), on the
 17 south line of said Lot 125 and the northerly right-of-way line of the
 18 Burlington Northern Railroad, a distance of 185.40 feet; thence
 19 north 23 degrees 13 minutes 45 seconds west, on the westerly
 20 line of said Lot 125 and the easterly right-of-way line of Highway
 21 77, a distance of 578.15 feet; thence north 08 degrees 28
 22 minutes 28 seconds west, on said line, a distance of 482.37 feet;
 23 thence north 00 degrees 55 minutes 14 seconds east, on said
 24 line, a distance of 212.16 feet; thence north 86 degrees 21
 25 minutes 01 seconds east, on the northerly line of said Lot 125
 26 and the southerly right-of-way line of West O Street, a distance
 27 of 183.30 feet; thence south 00 degrees 20 minutes 41 seconds
 28 east, a distance of 240.42 feet; thence north 89 degrees 08
 29 minutes 58 seconds east, a distance of 289.98 feet; thence
 30 south 00 degrees 23 minutes 46 seconds east, on the east line
 31 of said Lot 125, a distance of 224.51 feet; thence north 89
 32 degrees 08 minutes 27 seconds east, a distance of 298.39 feet;
 33 thence south 00 degrees 04 minutes 26 seconds west, on the
 34 west right-of-way line of South Coddington Avenue, a distance of

City Clerk Teresa

1 173.99 feet; thence south 00 degrees 29 minutes 41 seconds
2 west, on said line, a distance of 189.87 feet; thence north 89
3 degrees 30 minutes 08 seconds west, a distance of 146.23 feet;
4 thence south 00 degrees 29 minutes 41 seconds west, a
5 distance of 145.00 feet; thence north 89 degrees 30 minutes 19
6 seconds west, a distance of 146.21 feet; thence south 00
7 degrees 17 minutes 23 seconds east, a distance of 249.03 feet
8 to the point of beginning and containing 15 Lots and 1 Outlot, and
9 a calculated area of 12.21 acres more or less;

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

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

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

16 1. That the plat of **G & C ADDITION** as an addition to the City of Lincoln,
17 Nebraska, filed in the office of the Planning Department of said City by **Gary Christensen**
18 **and Carolyn J. Christensen, husband and wife, and Delisi Brothers., Inc., a Nebraska**
19 **corporation**, as owners is hereby accepted and approved, and said owners are given the
20 right to plat said **G & C ADDITION** as an addition to said City in accordance therewith. Such
21 acceptance and approval are conditioned upon the following:

22 First: That said owners shall at their own cost and expense pay for all labor,
23 material, engineering, and inspection costs in connection with the construction of street
24 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
25 and storm drain laterals for Magnum Circle and Magnum Court as shown on the approved final

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

3 Second: That said owners shall at their own cost and expense pay for all labor,
4 material, engineering, and inspection costs in connection with the construction of sidewalks
5 along Magnum Circle and Magnum Court as shown on the final plat. The construction shall
6 be completed within four years following Planning Commission approval of this final plat.

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

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

15 Fifth: That said owners shall at their own cost and expense pay for all labor,
16 material, engineering, and inspection costs in connection with land preparation including
17 stormwater detention/retention facilities and open drainageway improvements. The
18 construction shall be completed before the installation of utilities and improvements but not
19 more than two years following Planning Commission approval of this final plat.

20 Sixth: That said owners shall at their own cost and expense pay for all labor,
21 material, engineering, and inspection costs in connection with the installation of an ornamental
22 street lighting system as required by the preliminary plat for all streets shown on this final plat.

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

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

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

11 Ninth: That said owners shall at their own cost and expense pay for all labor,
12 material, engineering, and inspection costs in connection with the placing of permanent lot
13 stakes at all corners of all lots and blocks of this final plat. The permanent lot staking shall be
14 completed before construction on or conveyance of any lot shown in this final plat.

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

18 The owners, their successors and assigns agree:

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

22 b. To maintain the outlots, private improvements, and private
23 facilities which have common use or benefit on a permanent and continuous basis and to

1 recognize that there may be additional maintenance issues or costs associated with providing
2 for the proper functioning of storm water detention/retention facilities as they were designed
3 and constructed within the development. However, the owners may be relieved and
4 discharged of this maintenance obligation upon creating in writing a permanent and
5 continuous association of property owners who would be responsible for said permanent and
6 continuous maintenance. The owners shall not be relieved of such maintenance obligation
7 until the document or documents creating said property owners association have been
8 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

9 c. To submit to the lot buyers a copy of the soil analysis.

10 d. To pay all improvement costs.

11 e. To comply with the provisions of the Land Preparation and
12 Grading requirements of the Land Subdivision Ordinance.

13 f. To protect any trees that are indicated to remain during
14 construction and development.

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

17 a. A bond or an approved escrow or security agreement in the sum
18 of \$125,300.00 conditioned upon the strict compliance by said owners with the conditions
19 contained in paragraph designated "First" of Paragraph 1 of this resolution.

20 b. A bond or an approved escrow or security agreement in the sum
21 of \$19,900.00 conditioned upon the strict compliance by said owners with the conditions
22 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

1 c. A bond or an approved escrow or security agreement in the sum
2 of \$35,700.00 conditioned upon the strict compliance by said owners with the conditions
3 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

4 d. A bond or an approved escrow or security agreement in the sum
5 of \$50,600.00 conditioned upon the strict compliance by said owners with the conditions
6 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

7 e. A bond or an approved escrow or security agreement in the sum
8 of \$4,595.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

10 f. A bond or an approved escrow or security agreement in the sum
11 of \$17,500.00 conditioned upon the strict compliance by said owners with the conditions
12 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

13 g. A bond or an approved escrow or security agreement in the sum
14 of \$7,040.00 conditioned upon the strict compliance by said owners with the conditions
15 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

16 h. A bond or an approved escrow or security agreement in the sum
17 of \$230.00 conditioned upon the strict compliance by said owners with the conditions
18 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

19 i. A bond or an approved escrow or security agreement in the sum
20 of \$1,600.00 conditioned upon the strict compliance by said owners with the conditions
21 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

22 The bonds required above shall be subject to approval by the City Attorney. In
23 the event that said owners or their surety shall fail to satisfy the conditions herein set forth

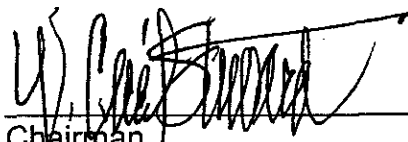
1 within the time specified in this resolution, the City may cause the required work to be
2 performed and recover the cost thereof from said owners and their surety.

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

7 The foregoing Resolution was approved by the Lincoln City - Lancaster County
8 Planning Commission on this 9th day of July, 2003.

9 Dated this 9th day of July, 2003.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Gary Christensen and Carolyn J. Christensen, husband and wife, and Delisi Brothers., Inc., 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 **G & C 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 **G & C 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 submit to the lot buyers a copy of the soil analysis.
3. The Subdivider agrees to pay all improvement costs.
4. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

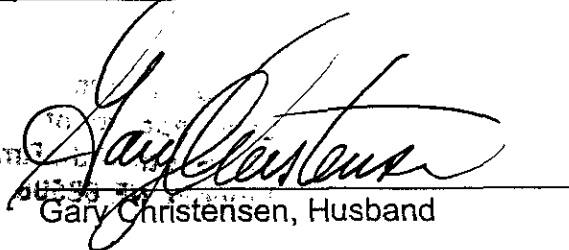
5. The Subdivider agrees to protect any trees that are indicated to remain during construction and development.

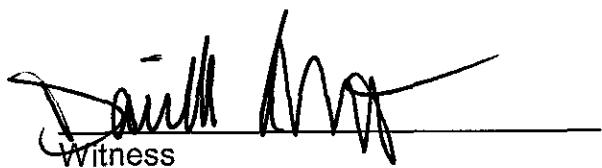
6. The Subdivider agrees to maintain the outlots, private improvements, and private facilities which have common use or benefit on a permanent and continuous basis, and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development. 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.

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

Dated this 26th day of June 2003.


Witness


Gary Christensen, Husband


Witness


Carolyn J. Christensen, Wife

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 **G & C ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 9, 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 6th day of August, 2003.

