

*Dan Jolte*  
REGISTER OF DEEDS  
2001 SEP 13 A 11:24  
LANCASTER COUNTY, NE

\$70<sup>50</sup>

INST. NO 2001  
052825

BLOCK  
CODE  
*IT*  
CHECKED  
ENTERED  
EDITED  
*2*

RESOLUTION NO. PC- 00695

1 A RESOLUTION accepting and approving the plat designated as **ASHLEY**  
2 **HEIGHTS** 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, **M & S Construction, Inc., a Nebraska corporation, and Alan**  
6 **D. and Beth A. Schulz, husband and wife,** owners of a tract of land legally described as:

7 Lot 26 I.T. and Lot 27 I.T., all located in the Northeast Quarter  
8 of Section 18, Township 10 North, Range 6 East of the 6th  
9 P.M., City of Lincoln, Lancaster County, Nebraska, and more  
10 particularly described as follows:

11 Commencing from the northwest corner of said Northeast  
12 Quarter; thence along the north line of said Northeast Quarter,  
13 on an assumed bearing of north 88 degrees 51 minutes 30  
14 seconds east, a distance of 1112.80 feet to a point; thence  
15 south 01 degrees 08 minutes 30 seconds east, a distance of  
16 33.00 feet to the northwest corner of said Lot 26 I.T., and on  
17 the south line of West Adams Street right-of-way, said point  
18 also being the true point of beginning; thence north 88 degrees  
19 51 minutes 30 seconds east along the north line of said Lot 26  
20 I.T., a distance of 896.66 feet to a north corner of said Lot 26  
21 I.T.; thence south 45 degrees 51 minutes 52 seconds east  
22 along the northeast line of said Lot 26 I.T., a distance of  
23 885.23 feet to an east corner of said Lot 26 I.T., said point  
24 being on the east line of said Northeast Quarter; thence south  
25 00 degrees 51 minutes 05 seconds east along the east line of  
26 said Lot 26 I.T. and Lot 27 I.T., said line also being the east  
27 line of said Northeast Quarter, a distance of 1985.56 feet to the  
28 southeast corner of said Lot 27 I.T., said point also being the  
29 southeast corner of said Northeast Quarter; thence south 88  
30 degrees 49 minutes 42 seconds west along the south line of  
31 said Lot 27 I.T., said line also being the south line of said  
32 Northeast Quarter, a distance of 2606.12 feet to the southwest  
33 corner of said Lot 27 I.T.; thence north 00 degrees 46 minutes  
34 42 seconds west, along a west line of said Lot 27 I.T., a  
35 distance of 596.50 feet to a northwest corner of said Lot 27

*Teresa  
City Clerk*

1 I.T.; thence north 89 degrees 13 minutes 18 seconds east  
2 along a north line of said Lot 27 I.T., a distance of 11.00 feet  
3 to a point of deflection; thence north 00 degrees 28 minutes 16  
4 seconds west along a west line of said Lot 27 I.T., a distance  
5 of 1342.95 feet to a northwest corner of said Lot 27; thence  
6 north 88 degrees 51 minutes 16 seconds east along a north  
7 line of said Lot 27 I.T., a distance of 1066.17 feet to a point of  
8 deflection, said point also being on the east line of Northwest  
9 45th Street right-of-way; thence north 01 degrees 08 minutes  
10 50 seconds west along a west line of said Lot 27 I.T., and also  
11 along the east right-of-way line of said Northwest 45th Street,  
12 a distance of 676.52 feet to the true point of beginning; said  
13 tract contains a calculated area of 5,862,441.11 square feet,  
14 or 134.58 acres, more or less;

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

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

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

21 1. That the plat of **ASHLEY HEIGHTS** as an addition to the City of Lincoln,  
22 Nebraska, filed in the office of the Planning Department of said City by **M & S**  
23 **Construction, Inc., a Nebraska corporation, and Alan D. and Beth A. Schulz, husband**  
24 **and wife**, as owners is hereby accepted and approved, and said owners are given the right  
25 to plat said **ASHLEY HEIGHTS** as an addition to said City in accordance therewith. Such  
26 acceptance and approval are conditioned upon the following:

27 First: That said owners shall at their own cost and expense pay for  
28 all labor, material, engineering, and inspection costs in connection with the construction  
29 of street improvements, including the grading, paving, and installation of curb and gutter,

1 curb inlets, and storm drain laterals for all streets as shown on the approved final plat and  
2 the Emergency Access Road. The construction shall be completed within two years  
3 following Planning Commission approval of this final plat.

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

8 Third: That said owners shall at their own cost and expense pay for all labor,  
9 material, engineering, and inspection costs in connection with the construction of sidewalks  
10 in pedestrian way easements as shown on the final plat. The construction shall be  
11 completed at the same time that within this final plat is paved.

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

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

22 Sixth: 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 drainage

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

3 Seventh: That said owners shall at their own cost and expense pay for all  
4 labor, material, engineering, and inspection costs in connection with the installation of an  
5 ornamental street lighting system as required by the preliminary plat for all streets shown  
6 on this final plat. The construction shall be completed within two years following Planning  
7 Commission approval of this final plat.

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

12 Ninth: That said owners shall at their own cost and expense pay for all labor,  
13 material, and related costs in connection with the installation of a landscape screen as  
14 shown on the approved landscape plan. The installation shall be completed within one  
15 year following 60% occupancy of the total number of lots within this final plat.

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

20 Eleventh: That said owners shall at their own cost and expense pay for all  
21 labor, material, engineering, and inspection costs in connection with the placing of  
22 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent

1 lot staking shall be completed before construction on or conveyance of any lot shown in  
2 this final plat.

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

7 The owners, their successors and assigns agree:

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

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

13 c. To pay all improvement costs except those costs the City  
14 Council specifically subsidizes being the cost above that of an 8" sewer line for the 15"  
15 sewer line shown upstream of Manhole 32.

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

18 e. To complete the private improvements shown on the preliminary  
19 plat and community unit plan.

20 f. To maintain the street trees, landscape screens, outlots, and  
21 private improvements on a permanent and continuous basis. However, the owners may  
22 be relieved and discharged of this maintenance obligation upon creating in writing a  
23 permanent and continuous association of property owners who would be responsible for

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

5 g. To inform all purchases and users that the land is located within  
6 the 100 year flood plain and that the lot shall be in conformance with the grading plan  
7 approved with the Ashley Heights Preliminary Plat No. 00005 or as amended by the  
8 Director of Planning. The volume of fill material brought into each lot from outside the flood  
9 plain shall not exceed that shown on the approved grading plan accompanying the  
10 preliminary plat.

11 h. To comply with the provisions of the Land Subdivision  
12 Ordinance regarding land preparation.

13 i. To construct the emergency access road as approved with  
14 Ashley Heights Preliminary Plat.

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

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

19 a. A bond or an approved escrow or security agreement in the  
20 sum of \$636,700.00 and an additional amount of \$14,000.00 for the Emergency Access  
21 Road conditioned upon the strict compliance by said owners with the conditions contained  
22 in paragraph designated "First" of Paragraph 1 of this resolution.

1           b.     A bond or an approved escrow or security agreement in the  
2 sum of \$169,300.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

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

7           d.     A bond or an approved escrow or security agreement in the  
8 sum of \$191,600.00 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

10          e.     A bond or an approved escrow or security agreement in the  
11 sum of \$97,500.00 conditioned upon the strict compliance by said owners with the  
12 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

13          f.     A bond or an approved escrow or security agreement in the  
14 sum of \$193,000.00 conditioned upon the strict compliance by said owners with the  
15 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

16          g.     A bond or an approved escrow or security agreement in the  
17 sum of \$85,600.00 conditioned upon the strict compliance by said owners with the  
18 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

19          h.     A bond or an approved escrow or security agreement in the  
20 sum of \$53,460.00 conditioned upon the strict compliance by said owners with the  
21 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

1 i. A bond or an approved escrow or security agreement in the  
2 sum of \$2,640.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

4 j. A bond or an approved escrow or security agreement in the  
5 sum of \$1,955.00 conditioned upon the strict compliance by said owners with the  
6 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

7 k. A bond or an approved escrow or security agreement in the  
8 sum of \$8,400.00 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

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

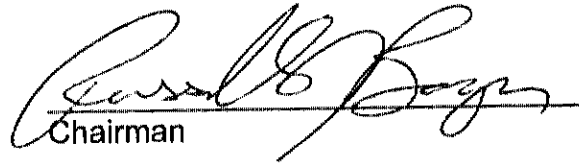
14 4. Immediately upon the adoption of this resolution and receipt of the  
15 written agreement required herein, the City Clerk shall cause the final plat and a certified  
16 copy of this resolution together with said written agreement to be filed in the office of the  
17 Register of Deeds of Lancaster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

19 The foregoing Resolution was approved by the Lincoln City - Lancaster  
20 County Planning Commission on this 8th day of August, 2001.

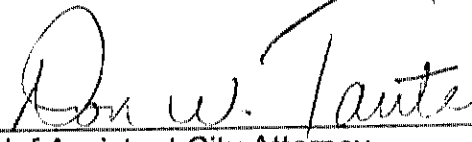


1  
Dated this 8th day of August, 2001.

ATTEST:

  
Chairman

Approved as to Form & Legality:

*for*   
Chief Assistant City Attorney

## A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **M & S Construction, Inc., a Nebraska corporation, and Alan D. and Beth A. Schulz, husband and wife**, 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 **ASHLEY HEIGHTS 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 **ASHLEY HEIGHTS 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 except those costs the City Council specifically subsidizes being the cost above that of an 8" sewer line for the 15" sewer line shown upstream of Manhole 32.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

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

6. The Subdivider agrees to inform all purchases and users that the land is located within the 100 year flood plain and that the lot shall be in conformance with the grading plan approved with the Ashley Heights Preliminary Plat No. 00005 or as amended by the Director of Planning. The volume of fill material brought into each lot from outside the flood plain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

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

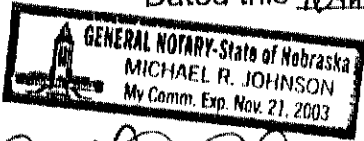
8. The Subdivider agrees to construct the emergency access road as approved with Ashley Heights Preliminary Plat.

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

10. The Subdivider agrees to maintain the street trees, landscape screens, 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 August, 2001.



M & S Construction, Inc.  
a Nebraska corporation,

[Signature]  
Witness

[Signature]  
Paul Muff, President

Witness

[Signature]  
Allen D. Schulz

Witness

[Signature]  
Beth A. Schulz

ATTEST:

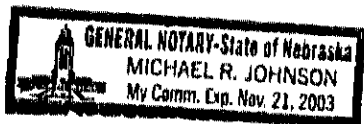
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

[Signature]  
City Clerk

[Signature]  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 16th day of August, 2001, by Paul Muff, President of M & S Construction, Inc., a Nebraska corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2001, by Allen D. Schulz.

Janet M. Plautz  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2001, by Beth A. Schulz.

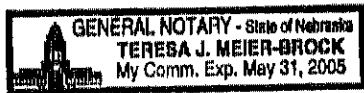
Janet M. Plautz  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Teresa J. Meier-Brock  
Notary Public



# C E R T I F I C A T E

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

I, Teresa J. Meier-Brock, 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 **Ashley Heights** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held Aug. 8, 2001, 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 13<sup>th</sup> day of Sept, 2001.

  
Deputy City Clerk

