



05057801

2005 SEP 28 A 10:00
LANCASTER COUNTY, NE

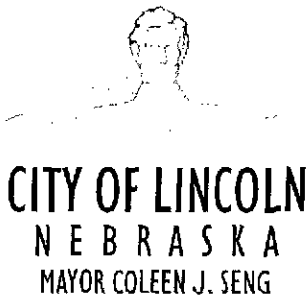
INST. NO 2005

057801

\$75.50

BLOCK

COPIES
An ~~PK~~
CHECKED
~~VERED~~
EDITED
9/28



EXECUTIVE
ORDER

NO. 074247

Smart # 05090124

9-13-05/law/tb

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

On behalf of the City of Lincoln, Nebraska I have executed the attached Subdivision Agreement and the Agreement for Escrow of Security Fund to guarantee the installation of sidewalks, permanent monuments, street trees and street name signs within the final plat of **Anderson's Place Addition.**

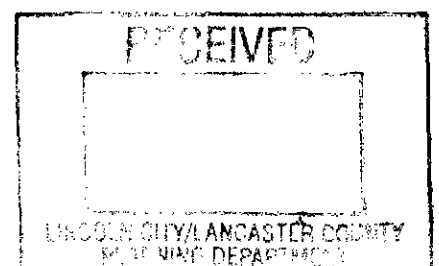
The City Clerk is directed to return an original Subdivision Agreement to the Planning Director to be filed with the Register of Deeds along with the approved final plat. The City Clerk is directed to return copies of this Executive Order and the Agreement for Escrow of Security Fund to the Planning Department.

Dated this 19th day of Sept., 2005.

Coleen J. Seng, Mayor

Approved as to Form & Legality:

Chief Assistant City Attorney



Planning

Chg BCA

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Scott C. Anderson, a single person**, hereinafter collectively 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 **ANDERSON'S PLACE 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 **ANDERSON'S PLACE ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of sidewalks along both sides of Garland Street, Colby Street and N. 87th Street and along the south side of Leighton Avenue and the east side of N. 84th Street as shown on the final plat within four years following the approval of this final plat.
2. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.
3. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.

4. The Subdivider agrees to complete the enclosed drainage facilities shown on the final plat within two years following the approval of this final plat.

5. The Subdivider agrees to complete land preparation including storm water detention/retention facilities and open drainage way improvements to serve this plat prior to the installation of utilities and improvements but not more than two years following the approval of the final plat.

6. The Subdivider agrees to complete the installation of public street lights along Leighton Avenue, Garland Street, Colby Street, and N. 87th Street within this plat within two years following the approval of this final plat.

7. The Subdivider agrees to complete the planting of the street trees along Leighton Avenue, Garland Street, Colby Street and N. 87th Street within this plat four years following the approval of this final plat.

8. The Subdivider agrees to complete the planting of the landscape screen within this plat within two years following the approval of this final plat.

9. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

10. The Subdivider agrees to timely complete any other public or private improvement or facility required by Chapter 26.23 of the Land Subdivision Ordinance which have not been waived but inadvertently may have been omitted from the above list of required improvements.

11. 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.

12. The Subdivider agrees to complete the public and private improvements shown on the Preliminary Plat.

13. The Subdivider agrees to maintain the outlots and private improvements 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 stormwater detention/retention facilities as they were designed and constructed within the development and these are the responsibility of the Subdivider. Subdivider further agrees to retain ownership of or the right of entry to the outlots in order to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of such maintenance obligations only upon creating, in writing, a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance subject to the following conditions:

- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance with approved plans; and
- (b) The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

15. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs.

16. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

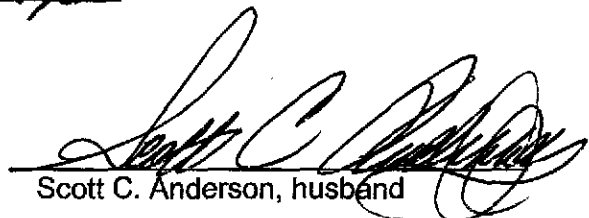
17. The Subdivider agrees to protect the trees that are indicated to remain during construction and development.

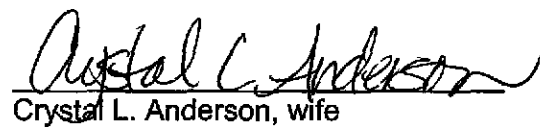
18. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot A to N. 84th Street.

19. The Subdivider agrees to post the required security to guarantee completion of the required improvements if the improvements are not completed prior to approval of the final plat.

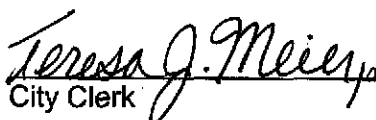
20. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 12TH day of SEPTEMBER, 2005.


Scott C. Anderson, husband



Crystal L. Anderson, wife

ATTEST:


City Clerk



CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

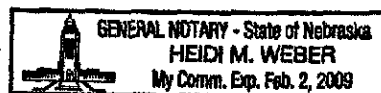
The foregoing instrument was acknowledged before me this 12th day of September, 2005, by Scott C. Anderson, husband.



Heidi M. Weber
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of September, 2005, by Crystal L. Anderson, wife.



Heidi M. Weber
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20 day of September, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Jamie R. Phillips
Notary Public

AGREEMENT FOR ESCROW OF SECURITY FUND

WHEREAS, SCOTT ANDERSON, hereinafter called "Permittee," has made application to the City of Lincoln for permission to construct improvements consisting of:

<u>Improvement</u>	<u>Amount</u>
Storm Sewers (Culverts)	\$ _____
Street Paving & Temporary Turnarounds	\$ _____
Seeding & Erosion Control	\$ _____
Water Mains	\$ _____
Sanitary Sewers	\$ _____
Ornamental Lighting	\$ _____
Sidewalks	\$ <u>12,500.00</u>
Sidewalks (84 th Street)	\$ <u>14,000.00</u>
Private Roadways	\$ _____
Temporary Turnaround Removal	\$ _____
Setting Permanent Monuments	\$ <u>4,000.00</u>
Landscape Screen	\$ _____
Recreation Facilities	\$ _____
Street Trees	\$ <u>13,860.00</u>
Street Trees (Leighton & 84 th Street)	\$ <u>2,420.00</u>
Street Name Signs	\$ <u>345.00</u>

within the final plat of ANDERSON'S PLACE ADDITION, an addition to the City of Lincoln, Lancaster County, Nebraska; and

WHEREAS, the conditions of approval for said final plat require the timely installation of improvements on said property and the posting of certain performance bonds to guarantee said installation; and

WHEREAS, as a condition to permitting the construction of certain of the aforesaid improvements by the Permittee, the City of Lincoln requires that said Permittee secure an Executive Order authorizing Permittee to do said construction work and, as a condition of the granting of said permit, the Permittee must post performance bonds in an amount equal to the cost of installing said improvements; and

WHEREAS, Permittee desires to construct and install the aforesaid improvements privately and guarantee the same by placing funds in an escrow account as security for performance of said construction rather than posting performance bonds.

NOW, THEREFORE, IT IS AGREED by and between SCOTT ANDERSON, Permittee, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City," as follows:

1. That prior to construction of the aforesaid improvements, Permittee shall either deposit the sum of FORTY-SEVEN THOUSAND ONE HUNDRED TWENTY FIVE Dollars (\$47,125.00) with LINCOLN FEDERAL SAVINGS BANK (Bank) as escrow agent for the City, or obtain a loan of immediately payable funds from LINCOLN FEDERAL SAVINGS BANK (Bank) in said amount and irrevocably pledge and assign said funds to LINCOLN FEDERAL SAVINGS BANK (Bank) as escrow agent for the City, the same to be held in

escrow as security to guarantee the construction of the aforesaid improvements within **ANDERSON'S PLACE ADDITION.**

2. The said escrow fund shall be allocated to the specified improvements as follows:

<u>Improvement</u>	<u>Amount</u>
Storm Sewers (Culverts)	\$ _____
Street Paving & Temporary Turnarounds	\$ _____
Seeding & Erosion Control	\$ _____
Water Mains	\$ _____
Sanitary Sewers	\$ _____
Ornamental Lighting	\$ _____
Sidewalks	\$ <u>12,500.00</u>
Sidewalks (84 th Street)	\$ <u>14,000.00</u>
Private Roadways	\$ _____
Temporary Turnaround Removal	\$ _____
Setting Permanent Monuments	\$ <u>4,000.00</u>
Landscape Screen	\$ _____
Recreation Facilities	\$ _____
Street Trees	\$ <u>13,860.00</u>
Street Trees (Leighton & 84 th Street)	\$ <u>2,420.00</u>
Street Name Signs	\$ <u>345.00</u>

3. The funds designated for any one improvement less the retainage, if any, may be released from escrow when that improvement is completed to the satisfaction of the City and the City has certified to **LINCOLN FEDERAL SAVINGS BANK** (Bank) in writing that construction has been completed for that improvement; provided, that all other funds in the escrow account designated as security for remaining uncompleted improvements shall remain in escrow until the improvements for which said funds have been designated has been completed. In the event any or all of the aforesaid improvements are not completed to the satisfaction of the City by the completion dates listed in the conditions of approval for said final plat or the Executive Order to do said construction, whichever is earlier, then and in that event **LINCOLN FEDERAL SAVINGS BANK** (Bank) upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser.

4. The conditions of release of the escrow funds upon completion of the improvements set forth in paragraph 1, supra, shall include payment in full of any and all costs due to the City by Permittee in connection with the development and construction of such improvements including, but not limited to, engineering costs, inspection costs, and survey costs.

5. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with **LINCOLN FEDERAL SAVINGS BANK** (Bank) as escrow agent for the City of Lincoln, and the acceptance of this Agreement by said escrow agent.

6. Permittee agrees to pay any and all fees charged by LINCOLN FEDERAL SAVINGS BANK (Bank) as escrow agent for the City of Lincoln under the terms of this Agreement.

7. LINCOLN FEDERAL SAVINGS BANK (Bank) shall be liable as a depository only.

8. Upon deposit of the security fund as provided in this Agreement, the City agrees to waive the requirement that Permittee post performance bonds for completion of the aforesaid improvements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 26 day of July, 2005.

ATTEST:

SCOTT ANDERSON, Permittee

By: [Signature]

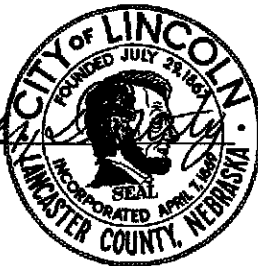
Title: V.P. - Lincoln Federal

By: [Signature]

Title: Owner

ATTEST:

[Signature]
City Clerk



CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

[Signature]
Mayor

Approved:

[Signature]
City Attorney

ACCEPTANCE OF ESCROW AGREEMENT

LINCOLN FEDER A SAVINGS BANK (Bank) hereby agrees to the terms and instruction listed above and acknowledges that it has accepted a deposit of FORTY-SEVEN THOUSAND ONE HUNDRED TWENTY FIVE Dollars (\$ 47,125.00) or an irrevocable pledge and assignment of immediately payable funds in said amount from SCOTT ANDERSON (Permittee) to be held in escrow (Note No. 0172470108) by LINCOLN FEDERAL SAVINGS BANK (Bank) as escrow agent for the City of Lincoln, Nebraska, a municipal corporation, to ensure construction of the improvements listed in the above and foregoing Agreement and further agrees not to release any of said monies or irrevocable pledges held by LINCOLN FEDERAL SAVINGS BANK (Bank) to secure construction of said improvements until it has received written authorization from the City of Lincoln in accordance with the foregoing Agreement.

Dated this 1st day of August, 2005.

Attest:

LINCOLN FEDERAL SAVINGS BANK (Bank)

1101 "N" St. (Address)

By:

Title:

[Signature]
V.P. - Lincoln Federal

By:

Title:

[Signature]
PRESIDENT

Anderson Addition lot list

Block 1

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16

Block 2

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12

Block 3

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12

Outlot A

Total lots: 41