

Dan Joltz

REGISTER OF DEEDS

2001 OCT -2 P 12: 23

LANCASTER COUNTY, NE

88050

OCT 29 2001

056968

BLOCK

CODE

IT
CHECKED

ENTERED

EDITED

RESOLUTION NO. PC- 00693

1 A RESOLUTION accepting and approving the plat designated as **CROOKED**
2 **CREEK ADDITION** as an addition to the City of Lincoln, filed in the office of the Planning Depart-
3 ment 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, **134th and O Street Partnership and Birdie Creek L.L.C., a Nebraska**
6 **limited liability company**, owners of a tract of land legally described as:

7 The remaining portion of Lots 4 I.T. and 5 I.T., except that part lying
8 south of the former Missouri Pacific Railroad, and a part of Lot 8 I.T.
9 and part of the West Half of the Southeast Quarter lying north of the
10 former Missouri Pacific Railroad, all located in the East Half of
11 Section 29, Township 10 North, Range 8 East of the 6th P.M.,
12 Lincoln, Lancaster County, Nebraska, more particularly described as
13 follows:

14 Commencing at the northeast corner of the East Half of said Section
15 29, also the intersection of South 134th Street and "O" Street;
16 thence south 00 degrees 12 minutes 30 seconds east, 59.00 feet;
17 thence north 89 degrees 44 minutes 16 seconds west, 50.00 feet to
18 the point of beginning; thence south 00 degrees 12 minutes 30
19 seconds east, 2206.04 feet; thence on a curve to the left having a
20 radius of 1532.39 feet and an arc length of 423.38 feet, being
21 subtended by a chord of south 72 degrees 08 minutes 57 seconds
22 west, for a distance of 422.04 feet; thence south 25 degrees 45
23 minutes 57 seconds east, 50.00 feet; thence on a curve to the left
24 having a radius of 1482.39 feet and an arc length of 103.84 feet,
25 being subtended by a chord of south 62 degrees 13 minutes 39
26 seconds west, for a distance of 103.82 feet; thence south 60
27 degrees 13 minutes 14 seconds west, 2422.75 feet; thence north 00
28 degrees 14 minutes 29 seconds west, 3643.93 feet; thence south 89
29 degrees 44 minutes 16 seconds east, 2582.01 feet to the point of
30 beginning, and containing a calculated area of 7,484,285 sq. ft. or
31 171.82 acres more or less;

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

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

Teresa
City Clerk

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

3 1. That the plat of **CROOKED CREEK ADDITION** as an addition to the City of
4 Lincoln, Nebraska, filed in the office of the Planning Department of said City by **134th and O Street**
5 **Partnership and Birdie Creek L.L.C., a Nebraska limited liability company**, as owners is
6 hereby accepted and approved, and said owners are given the right to plat said **CROOKED**
7 **CREEK ADDITION** as an addition to said City in accordance therewith. Such acceptance and
8 approval are conditioned upon the following:

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

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

19 Third: That said owners shall at their own cost and expense pay for all labor,
20 material, engineering, and inspection costs in connection with the construction of a community
21 wastewater collection system including the grinder pumps, fence around the lagoon, and seeding
22 around the lagoon as shown on the approved preliminary plat. The construction shall be completed
23 within two years following Planning Commission approval of this final plat.

24 Fourth: That said owners shall at their own cost and expense pay for all
25 labor, 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 within two
2 years following Planning Commission approval of this final plat.

3 Fifth: 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 name signs as approved by
5 the Public Works Department. This installation shall be completed within two years following
6 Planning Commission approval of this final plat.

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

11 Seventh: That said owners shall at their own cost and expense pay for all
12 labor, material, and related costs in connection with the installation of a private ornamental street
13 lighting system as required by the preliminary plat for all streets shown on this final plat. The
14 construction shall be completed within two years following Planning Commission approval of this
15 final plat.

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

19 The owners, their successors and assigns agree:

- 20 a. To submit to the Director of Public Works an erosion control plan.
21 b. To protect the remaining trees on the site during construction and
22 development.
23 c. To submit to lot buyers and home builders a copy of the soil analysis
24 and ground water information.

1 d. To complete the private improvements shown on the preliminary plat
2 and community unit plan.

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

10 f. To relinquish the right of direct vehicular access to "O" Street and to
11 S. 134th Street except for Clubhouse Drive, and the golf course maintenance building service drive.

12 g. To maintain the County roads until the County Board specifically
13 accepts the maintenance.

14 h. To pay the cost of the electricity to power the street lights.

15 i. To comply with the provisions of the Land Subdivision Ordinance/
16 Resolution regarding land preparation.

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

19 a. A bond or an approved escrow or security agreement in the sum of
20 \$41,100.00 conditioned upon the strict compliance by said owners with the conditions contained
21 in paragraph designated "Second" of Paragraph 1 of this resolution.

22 b. A bond or an approved escrow or security agreement in the sum of
23 \$33,810.88 conditioned upon the strict compliance by said owners with the conditions contained
24 in paragraph designated "Third" of Paragraph 1 of this resolution.

1 c. A bond or an approved escrow or security agreement in the sum of
2 \$450.00 conditioned upon the strict compliance by said owners with the conditions contained in
3 paragraph designated "Fifth" of Paragraph 1 of this resolution.

4 d. A bond or an approved escrow or security agreement in the sum of
5 \$24,000.00 conditioned upon the strict compliance by said owners with the conditions contained in
6 paragraph designated "Seventh" of Paragraph 1 of this resolution.

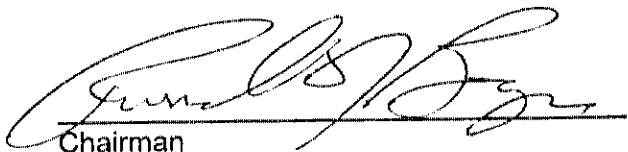
7 The bonds required above shall be subject to approval by the City Attorney. In the
8 event that said owners or their surety shall fail to satisfy the conditions herein set forth within the
9 time specified in this resolution, the City may cause the required work to be performed and recover
10 the cost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

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

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

17 Dated this 8th day of August, 2001.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **134th and O Street Partnership and Birdie Creek L.L.C., a Nebraska limited liability company**, 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 **CROOKED CREEK 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 **CROOKED CREEK ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works an erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis and ground water information.
4. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.
5. The Subdivider agrees to relinquish the right of direct vehicular access to "O" Street and to S. 134th Street except for Clubhouse Drive, and the golf course maintenance building service drive.
6. The Subdivider agrees to maintain the County roads until the County Board specifically accepts the maintenance.


7. The Subdivider agrees to pay the cost of the electricity to power the street lights.

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

9. 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.

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

Dated this 12th day of September, 2001.


Witness

134TH and O STREET PARTNERSHIP


Marc D. Cruse, Partner

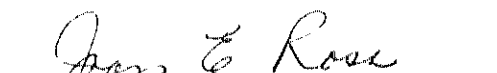
BIRDIE CREEK, L.L.C.
a Nebraska limited liability company

By: Prairie Homes, Inc., Managing Member

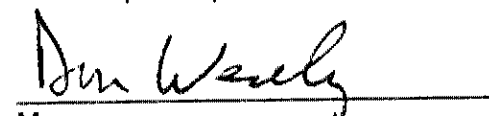
By: 
Steven M. Champoux, President


Witness

ATTEST:

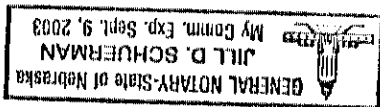

City Clerk

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

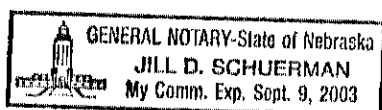
The foregoing instrument was acknowledged before me this 12th day of September, 2001, by Marc D. Cruse, partner of 134th and O Street Partnership.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

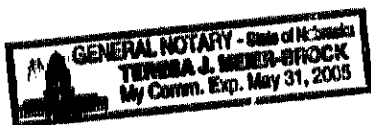
The foregoing instrument was acknowledged before me this 12th day of September, 2001, by Steven M. Champoux, President of Prairie Homes, Inc., Managing Member of Birdie Creek, L.L.C., a Nebraska limited liability company.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of September, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier-Brock
Notary Public

FILED

SEP 11 2001

LANCASTER COUNTY CLERK

SUBDIVISION AGREEMENT

THIS AGREEMENT is entered into this 11 day of September, 2001, by and between the County of Lancaster, Nebraska (County), and 134th & O Street Partnership and Birdie Creek, L.L.C.

WHEREAS, Brian D. Carstens of Brian D. Carstens and Associates on behalf of 134th & O Street Partnership and Birdie Creek, L.L.C. have submitted Final Plat No. 99004, Crooked Creek Addition, legally described as follows:

A portion of the East ½ of Section 29, Township 10 North, Range 8 East of 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the East ½ of said Section 29, also the intersection of South 134th Street and "O" Street;

Thence S. 00 degrees 12'30"E., 59.00 feet;

Thence N. 89 degrees 44'16"W., 50.00 feet to the Point of Beginning;

Thence S. 00 degrees 12'30"E. 2206.04 feet;

Thence on a curve to the left having a radius of 1532.39 feet and an arc length of 423.38 feet, being subtended by a chord of S. 72 degrees 05'57"W. for a distance of 422.04 feet;

Thence S. 25 degrees 45'57" E., 50.00 feet;

Thence on a curve to the left having a radius of 1482.39 feet and an arc length of 103.84 feet, being subtended by a chord of S. 62 degrees 13'39"W. for a distance of 103.82 feet;

Thence S. 60 degrees 13'14"W. 2422.75 feet;

Thence N. 00 degrees 14'29"W., 3643.93 feet;

Thence S. 89 degrees 44'16"E., 2582.01 feet to the Point of Beginning and Containing a calculated area of 7,484,285 s.f. or 171.82 acres more or less;

to the Lincoln-Lancaster County Planning Department and County Board for its approval; and

WHEREAS, the County Board through passage of County Resolution No. 01-92, has authorized 134th & O Street Partnership and Birdie Creek, L.L.C., to plat said Crooked Creek Addition subject to entering a Subdivision Agreement containing certain conditions.

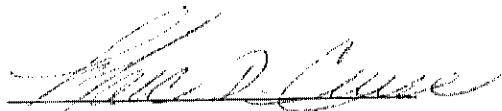
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter contained, it is agreed between the parties as follows:

134th & O Street Partnership and Birdie Creek L.L.C., the owners their successors and assigns


agree:

1. To submit and receive approval from the County Engineer of an erosion control plan.
2. To protect the remaining trees on the site during construction and development.
3. To submit to lot buyers and home builders a copy of the soil analysis and ground water information and possible means to correct the water issues.
4. To complete any private improvements shown on the preliminary plat and community unit plan.
5. To maintain the outlots and any 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 County Attorney and filed of record with the Register of Deeds.
6. To relinquish the right of direct vehicular access to "O" Street and S. 134th Street except for Clubhouse Drive, and the golf course maintenance building service drive.
7. To comply with the provisions of the Land Subdivision Resolution regarding land preparation.

EXECUTED this 12th day of Sept., 2001, by


Authorized Representative
134th & O Street Partnership

EXECUTED this 13th day of Sept., 2001, by


Authorized Representative
Birdie Creek, L.L.C.

EXECUTED this 12th day of September, 2001, at the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER

COUNTY, NEBRASKA

APPROVED AS TO FORM
this 12th day of
September, 2001.

David M. Johnson Jr.
for GARY E. LACEY
County Attorney

Bob Workman
Gregg Mullin
Miss A. Stover
Heier absent

I, Bruce Medcalf, Clerk of Lancaster County
in Lincoln, Nebraska do hereby certify that
this is a true and accurate copy of an original
record on file in this office at



C-01-464
Date: 9-28-01
By: [Signature]

Bruce Medcalf

FILED

SEP 11 2001

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

LANCASTER COUNTY CLERK

FINAL PLAT NO. 99004:)
CROOKED CREEK ADDITION)
FOR 41 LOTS AND 1 OUTLOT)
GENERALLY LOCATED AT 134TH)
AND "O" STREETS)
LANCASTER COUNTY, NEBRASKA)

RESOLUTION NO. 01-92

WHEREAS, Brian D. Carstens and Associates on behalf of the 134th & O Street Partnership and Birdie Creek, L.L.C., requests approval of final Plat No. 99004, to create forty-one (41) residential lots and one outlot, on property generally located at 134th and "O" Streets, Lancaster County, Nebraska, legally described as follows:

A portion of the East 1/2 of Section 29, Township 10 North, Range 8 East of 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the East 1/2 of said Section 29, also the intersection of South 134th Street and "O" Street;
Thence S. 00 degrees 12'30"E., 59.00 feet;
Thence N. 89 degrees 44'16"W., 50.000 feet to the Point of Beginning;
Thence S. 00 degrees 12'30"E. 2206.04 feet;
Thence on a curve to the left having a radius of 1532.39 feet and an arc length of 423.38 feet, being subtended by a chord of S. 72 degrees 05'57"W. for a distance of 422.04 feet;
Thence S. 25 degrees 45'57" E., 50.00 feet;
Thence on a curve to the left having a radius of 1482.39 feet and an arc length of 103.84 feet, being subtended by a chord of S. 62 degrees 13'39"W. for a distance of 103.82 feet;
Thence S. 60 degrees 13'14"W. 2422.75 feet;
Thence N. 00 degrees 14'29"W., 3643.93 feet;
Thence S. 89 degrees 44'16"E., 2582.01 feet to the Point of Beginning and Containing a calculated area of 7,484,285 s.f. or 171.82 acres more or less;

and

WHEREAS, the Lincoln-Lancaster County Planning Department recommends conditional approval of said Final Plat; and

WHEREAS, on August 8, 2001, after public hearing, the Lincoln-Lancaster County

engineering, and inspection costs in connection with the construction of a community wastewater collection system including the grinder pumps, fence around the lagoon, and seeding around the lagoon as shown on the approved preliminary plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

4. That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of drainage facilities as shown on the approved drainage study. The construction shall be completed within two years following Planning Commission approval of this final plat.
5. That said owners shall at their own cost and expense pay for all labor, material, and related costs in connection with the installation of street name signs as approved by the Public Works Department. This installation shall be completed within two years following Planning Commission approval of this final plat.
6. That said owners shall at their own cost and expense pay for all labor material, engineering, and inspection costs in connection with the placing of permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent lot staking shall be completed before construction on or conveyance of any lot shown in this final plat.
7. That said owners shall at their own cost and expense pay for all labor, material, and related costs in connection with the installation of a private ornamental street lighting system as required by the preliminary plat for all streets shown on this final plat. The Construction shall be completed within two years following Planning Commission approval of the final plat.
8. The subdivider has signed an agreement that binds the subdivider, its successors and

assigns:

- 8.1 To submit and receive approval from the County Engineer of an erosion control plan.
- 8.2 To protect the remaining trees on the site during construction and development.
- 8.3 To submit to lot buyers and home builders a copy of the soil analysis and ground water information and possible means to correct the water issues.
- 8.4 To complete any private improvements shown on the preliminary plat and community unit plan.
- 8.5 To maintain the outlots and any 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 County Attorney and filed of record with the Register of Deeds.
- 8.6 To relinquish the right of direct vehicular access to "O" Street and S. 134th Street except for Clubhouse Drive, and the golf course maintenance building service drive.
- 8.7 To comply with the provisions of the Land Subdivision Resolution regarding land preparation. Final Plats will be filed with the Lancaster County Register of Deeds Office after said subdivision agreement has been signed.
9. To comply with the provisions of the Land Subdivision Resolution regarding land

COUNTY, NEBRASKA

APPROVED AS TO FORM
this 12th day of
September, 2001.

David W. Johnson
for GARY E. LACEY
County Attorney

Bob Beckman
Gregg H. Sullivan
Mike A. Stewart

Hejey call sent

I, Bruce Medalf, Clerk of Lancaster County
in Lincoln, Nebraska do hereby certify that
this is a true and accurate copy of an original
record on file in this office at



8-01-99
Date: 9-28-01
By: _____

Bruce Medalf

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 **Crooked Creek Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held August 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 2nd day of October, 2001.

Teresa J. Meier-Brock
Deputy City Clerk

