

Dan Jaltz

REGISTER OF DEEDS

2002 AUG 26 P 12:50

LANCASTER COUNTY, NE

#6556

AUG 20 2002

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BLOCK

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RESOLUTION NO. PC- 00752

1 A RESOLUTION accepting and approving the plat designated as **THE**
2 **PRESERVE ON ANTELOPE CREEK** as an addition to the City of Lincoln, filed in the office
3 of the Planning Department of the City of Lincoln, Nebraska, upon certain conditions herein
4 specified and providing for sureties conditioned upon the strict compliance with such condi-
5 tions.

6 WHEREAS, **Nebraska Nurseries Inc., a Nebraska corporation, and The**
7 **Grand Lodge Retirement Community, Inc., an Iowa corporation,** owners of a tract of
8 land legally described as:

9 Lot 1 and Outlots "A" and "B", being a subdivision of Lots 51,
10 56, and 57, Irregular Tracts in the Northeast Quarter of Section
11 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster
12 County, Nebraska, and being more particularly described as
13 follows:

14 Commencing at the north quarter corner of Section 10,
15 Township 9 North, Range 7 East of the 6th P.M. as surveyed,
16 platted and recorded in Lancaster County, Nebraska; thence
17 southerly 40.00 feet more or less to a point on the south right-
18 of-way line of Pioneers Boulevard; thence easterly along said
19 south right-of-way line, a distance of 72.28 feet more or less to
20 a 1¼" diameter iron pipe and the point of beginning; thence
21 continuing along said south right-of-way, record bearing of
22 north 89 degrees 21 minutes 18 seconds east, a distance of
23 636.19 feet; thence south 00 degrees 10 minutes 15 seconds
24 east, a distance of 259.69 feet; thence north 89 degrees 21
25 minutes 34 seconds east, a distance of 400.39 feet; thence
26 north 00 degrees 11 minutes 13 seconds west, a distance of
27 259.93 feet to the south right-of-way line of said Pioneers
28 Boulevard; thence continuing along said right-of-way line north
29 89 degrees 20 minutes 29 seconds east, a distance of 600.59
30 feet to a point coincident with the northerly projection of the
31 west line of Mar-Ma-Ra-Lo Heights, a subdivision as platted
32 and recorded in Lancaster County, Nebraska; thence south 00
33 degrees 11 minutes 52 seconds east along the west line of
34 said Mar-Ma-Ra-Lo Subdivision and projection thereof, a
35 distance of 2133.34 feet; thence south 00 degrees 13 minutes

City Clerk

1 54 seconds east, a distance of 456.67 feet; thence south 89
2 degrees 58 minutes 22 seconds west, a distance of 52.68 feet;
3 thence north 15 degrees 39 minutes 36 seconds west, a
4 distance of 425.55 feet; thence north 61 degrees 34 minutes
5 23 seconds west, a distance of 1398.97 feet; thence north 31
6 degrees 42 minutes 49 seconds west, a distance of 481.67
7 feet; thence north 00 degrees 16 minutes 08 seconds east, a
8 distance of 1085.74 feet to the point of beginning, containing
9 66.12 acres more or less;

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

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

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

16 1. That the plat of **THE PRESERVE ON ANTELOPE CREEK** as an addition
17 to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City
18 by **Nebraska Nurseries Inc., a Nebraska corporation, and The Grand Lodge**
19 **Retirement Community, Inc., an Iowa corporation,** as owners is hereby accepted and
20 approved, and said owners are given the right to plat said **THE PRESERVE ON**
21 **ANTELOPE CREEK** as an addition to said City in accordance therewith. Such acceptance
22 and approval are conditioned upon the following:

23 First: That said owners shall at their own cost and expense pay for all labor,
24 material, engineering, and inspection costs in connection with the construction of drainage
25 facilities as shown on the approved drainage study. The construction shall be completed
26 within two years following Planning Commission approval of this final plat.

1 Second: That said owners shall at their own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the construction of
3 the street paving return at 80th and Pioneers Boulevard and the private paving in 80th
4 Street adjacent to Lot 1 that is being platted. The construction shall be completed within
5 two years following Planning Commission approval of this final plat.

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

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

16 Fifth: That said owners shall at their own cost and expense pay for all labor,
17 material, engineering, and inspection costs in connection with the installation of a private
18 ornamental street lighting system as required by the preliminary plat for all streets shown
19 on this final plat. The construction shall be completed within two years following Planning
20 Commission approval of this final plat.

21 Sixth: That said owner shall at own cost and expense pay for all labor,
22 material, engineering, and inspection costs in connection with the construction of sidewalks

1 adjacent to Lot 1 that is being platted. The construction shall be completed within four
2 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 placing of
5 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
6 lot staking shall be completed before construction on or conveyance of any lot shown in
7 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 name signs
10 as approved by the Public Works Department. This installation shall be completed within
11 two years following Planning 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 street trees as shown on
14 the final plat. The planting shall be completed within four years following Planning
15 Commission approval of this final plat.

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

20 The owners, their successors and assigns agree:

- 21 a. To submit to the Director of Public Works an erosion control plan.
22 b. To protect the remaining trees on the site during construction
23 and development.

- 1 c. To pay all improvement costs.
- 2 d. To submit to lot buyers and home builders a copy of the soil
3 analysis.
- 4 e. To continuously and regularly maintain street trees and
5 landscape screens.
- 6 f. To complete the private improvements shown on the preliminary
7 plat and community unit plan.
- 8 g. To maintain the outlots and private improvements on a
9 permanent and continuous basis. However, the owner may be relieved and discharged
10 of this maintenance obligation upon creating in writing a permanent and continuous
11 association of property owners who would be responsible for said permanent and
12 continuous maintenance. The owner shall not be relieved of such maintenance obligation
13 until the document or documents creating said property owners association have been
14 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 15 h. To relinquish the right of direct vehicular access from Lot 1 to
16 Pioneers Boulevard.
- 17 i. To perpetually maintain the sidewalks in the pedestrian way
18 easements at their own cost and expense.
- 19 j. To comply with the provisions of the Land Subdivision
20 Ordinance regarding land preparation.
- 21 k. To inform all purchasers and users that the land is located
22 within the 100 year flood plain and that the grading of the lot shall be in conformance with
23 the grading plan approved with The Preserve on Antelope Creek Preliminary Plat #99027

1 or as amended by the Director of Planning. The volume of fill material brought into each
2 lot from outside the flood plain shall not exceed that shown on the approved grading plan
3 accompanying the preliminary plat.

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

6 a. A bond or an approved escrow or security agreement in the
7 sum of \$187,900.00 conditioned upon the strict compliance by said owners with the
8 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

9 b. A bond or an approved escrow or security agreement in the
10 sum of \$54,800.00 (\$20,000.00 street return and \$34,800.00 private paving) conditioned
11 upon the strict compliance by said owners with the conditions contained in paragraph
12 designated "Second" of Paragraph 1 of this resolution.

13 c. A bond or an approved escrow or security agreement in the
14 sum of \$108,500.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

16 d. A bond or an approved escrow or security agreement in the
17 sum of \$201,950.00 conditioned upon the strict compliance by said owners with the
18 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

19 e. A bond or an approved escrow or security agreement in the
20 sum of \$97,000.00 conditioned upon the strict compliance by said owners with the
21 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

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f. A bond or an approved escrow or security agreement in the sum of \$4,400.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

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

h. A bond or an approved escrow or security agreement in the sum of \$115.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

i. A bond or an approved escrow or security agreement in the sum of \$2,420.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

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

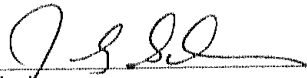
4. Immediately upon the adoption of this resolution and receipt of the written agreement required herein, the City Clerk shall cause the final plat and a certified copy of this resolution together with said written agreement to be filed in the office of the Register of Deeds of Lancaster County, Nebraska.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

The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 10th day of July, 2002.

1

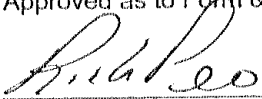
Dated this 10th day of July, 2002.

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 **Nebraska Nurseries Inc., a Nebraska corporation, and The Grand Lodge Retirement Community, Inc., an Iowa 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 **THE PRESERVE ON ANTELOPE CREEK**; 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 **THE PRESERVE ON ANTELOPE CREEK** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Direct 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 pay all improvement costs.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens.

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

7. The Subdivider agrees to relinquish the right of direct vehicular access from Lot 1 to Pioneers Boulevard.

8. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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

10. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year flood plain and that the grading of the lot shall be in conformance with the grading plan approved with The Preserve on Antelope Creek Preliminary Plat #99027 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.

11. 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.

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

Dated this 18 day of July, 2002.

Nebraska Nurseries, Inc.
a Nebraska corporation,

Debra J. Green
Witness

Kent B. Braasch

The Grand Lodge Retirement
Community, Inc., an Iowa corporation,

Joseph Heelan
Witness

John J. Kaduce
John J. Kaduce, President

ATTEST:

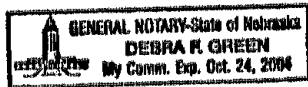
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

James P. Ross
City Clerk

Don Weseby
Mayor

STATE OF NEBRASKA)
Douglas) ss.
COUNTY OF LANCASTER)

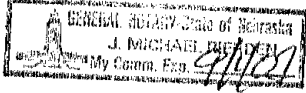
The foregoing instrument was acknowledged before me this 18 day of July, 2002, by Kent B. Braasch, Sr. and Kent B. Braasch, Jr. of Nebraska Nurseries, Inc., a Nebraska corporation.

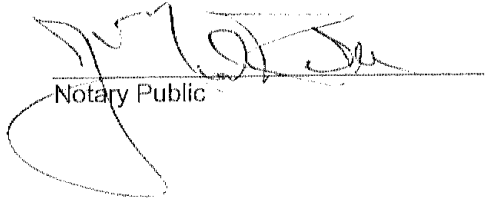


Debra F. Green
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

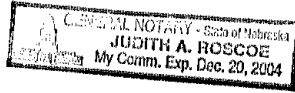
The foregoing instrument was acknowledged before me this 27th day of July, 2002, by John J. Kaduce, President of The Grand Lodge Retirement Community, Inc., an Iowa corporation.

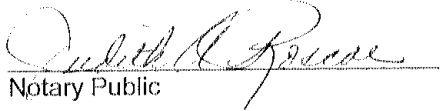



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29 day of July, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.




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 **The Preserve on Antelope Creek Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 10, 2002**, 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 26th day of August, 2002.

