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PLANNING DEPARTMENT

RESOLUTION NO. PC- 00001

1            A RESOLUTION accepting and approving the plat designated as **ALLEGRIANI**  
2 **TERRACE ADDITION** 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, **Pine Lake Development, L.L.C.**, a Nebraska limited liability  
6 **company**, owner of a tract of land legally described as:

7            Lot 68 Irregular Tract located in the Southwest Quarter of Section  
8 14, Township 9 North, Range 7 East of the 6th P.M., Lincoln,  
9 Lancaster County, Nebraska, and more particularly described as  
0 follows:

1            Referring to the southeast corner of said Southwest Quarter;  
2 thence north 00 degrees 40 minutes 35 seconds west (an  
3 assumed bearing) on the east line of said Southwest Quarter, a  
4 distance of 50.00 feet; thence north 89 degrees 30 minutes 37  
5 seconds west, a distance of 33.01 feet to a point on the north  
6 right-of-way line of Pine Lake Road and the point of beginning;  
7 thence north 89 degrees 30 minutes 37 seconds west on said  
8 line, a distance of 53.86 feet; thence north 85 degrees 13  
9 minutes 16 seconds west on said line, a distance of 200.56 feet;  
0 thence south 86 degrees 12 minutes 02 seconds west on said  
1 line, a distance of 200.56 feet; thence north 89 degrees 30  
2 minutes 37 seconds west on said line, a distance of 607.83 feet;  
3 thence north 15 degrees 16 minutes 38 seconds east, a distance  
4 of 96.71 feet; thence north 12 degrees 06 minutes 12 seconds  
5 east, a distance of 53.71 feet; thence north 07 degrees 06  
6 minutes 35 seconds east, a distance of 53.71 feet; thence north  
7 02 degrees 07 minutes 43 seconds east, a distance of 53.48  
8 feet; thence north 00 degrees 14 minutes 46 seconds west, a  
9 distance of 150.00 feet; thence north 00 degrees 18 minutes 51  
0 seconds east, a distance of 116.18 feet; thence north 11  
1 degrees 11 minutes 22 seconds east, a distance of 52.01 feet;  
2 thence north 72 degrees 50 minutes 22 seconds west, a  
3 distance of 120.00 feet to the point of curvature of a curve to the  
4 right, having a central angle of 11 degrees 56 minutes 49

*Lincoln City Clerk*

1 seconds, a radius of 370.00 feet, an arc length of 77.15 feet, a  
2 chord length of 77.01 feet and a chord bearing north 23 degrees  
3 08 minutes 03 seconds east; thence on said curve, a distance of  
4 77.15 feet to the point of tangency; thence south 60 degrees 53  
5 minutes 32 seconds east, a distance of 120.00 feet; thence north  
6 35 degrees 05 minutes 03 seconds east, a distance of 52.06  
7 feet; thence north 47 degrees 02 minutes 23 seconds east, a  
8 distance of 52.08 feet; thence north 58 degrees 59 minutes 45  
9 seconds east, a distance of 52.07 feet; thence north 66 degrees  
0 27 minutes 03 seconds east, a distance of 59.01 feet; thence  
1 north 66 degrees 32 minutes 30 seconds east, a distance of  
2 366.00 feet; thence north 66 degrees 53 minutes 55 seconds  
3 east, a distance of 58.18 feet; thence north 69 degrees 26  
4 minutes 01 seconds east, a distance of 59.87 feet; thence north  
5 77 degrees 47 minutes 06 seconds east, a distance of 66.12  
6 feet; thence north 86 degrees 06 minutes 02 seconds east, a  
7 distance of 63.06 feet; thence north 89 degrees 17 minutes 33  
8 seconds east, a distance of 234.74 feet to a point on the west  
9 right-of-way line of South 91st Street; thence south 00 degrees  
0 40 minutes 35 seconds east on said line, a distance of 965.98  
1 feet to the point of beginning and containing a calculated area of  
2 20.05 acres more or less;

3  
4 has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,  
5 with a request for approval and acceptance thereof; and

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

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

0 1. That the plat of **ALLEGRINI TERRACE ADDITION** as an addition to the City  
1 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Pine Lake**  
2 **Development, L.L.C., a Nebraska limited liability company**, as owner is hereby accepted  
3 and approved, and said owner is given the right to plat said **ALLEGRINI TERRACE**

1       **ADDITION** as an addition to said City in accordance therewith. Such acceptance and  
2 approval are conditioned upon the following:

3               First: That said owner shall at its own cost and expense pay for all labor,  
4 material, engineering, and inspection costs in connection with the construction of street  
5 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,  
6 and storm drain laterals in S. 90th Street, Allegrini Boulevard, Sicily Lane, and S. 90th Place  
7 as shown on the approved final plat. The construction shall be completed within two years  
8 following Planning Commission approval of this final plat.

9               Second: That said owner shall at its own cost and expense pay for all  
0 labor, material, engineering, and inspection costs in connection with the construction of  
1 sidewalks along both sides of S. 90th Street, Allegrini Boulevard, Sicily Lane, and S. 90th  
2 Place and along the west side of S. 91st Street and north side of Pine Lake Road as shown  
3 on the final plat. The construction shall be completed within four years following Planning  
4 Commission approval of this final plat.

5               Third: That said owner shall at its own cost and expense pay for all labor,  
6 material, engineering, and inspection costs in connection with the construction of sidewalks  
7 in pedestrian way easements as shown on the final plat. The construction shall be completed  
8 at the same time that S. 90th Place and S. 90th Street within this final plat are paved.

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

1 Fifth: That said owner shall at its own cost and expense pay for all labor,  
2 material, engineering, and inspection costs in connection with the construction of a public  
3 wastewater collection system as shown on the approved preliminary plat. The construction  
4 shall be completed within two years following Planning Commission approval of this final plat.

5 Sixth: That said owner shall at own cost and expense pay for all labor,  
6 material, engineering, and inspection costs in connection with the construction of drainage  
7 facilities as shown on the approved drainage study. The construction shall be completed  
8 within two years following Planning Commission approval of this final plat.

9 Seventh: That said owner shall at its own cost and expense pay for all  
0 labor, material, engineering, and inspection costs in connection with the installation of an  
1 ornamental street lighting system as required by the preliminary plat along S. 90th Street,  
2 Allegrini Boulevard, Sicily Lane and S. 90th Place, as shown on this final plat. The  
3 construction shall be completed within two years following Planning Commission approval of  
4 this final plat.

5 Eighth: That said owner shall at its own cost and expense pay for all  
6 labor, material, and related costs in connection with the installation of street trees along the  
7 streets and private roadways within and abutting this plat as shown on the final plat. The  
8 planting shall be completed within four years following Planning Commission approval of this  
9 final plat.

0 Ninth: That said owner shall at its own cost and expense pay for all labor,  
1 material, and related costs in connection with the installation of a landscape screen along the  
2 rear of the lots backing onto S. 91st Street and the required screening in Outlot A as shown

1 on the approved landscape plan. The installation shall be completed within two years  
2 following Planning Commission approval of this final plat.

3 Tenth: That said owner shall at its own cost and expense pay for all  
4 labor, material, and related costs in connection with the installation of street name signs as  
5 approved by the Public Works Department. This installation shall be completed within two  
6 years following Planning Commission approval of this final plat.

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

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

4 The owner, its successors and assigns agree:

5 a. To submit to the Director of Public Works for review and approval  
6 a plan showing proposed measures to control sedimentation and erosion and the proposed  
7 method to temporarily stabilize all graded land.

8 b. To complete the private improvements and facilities shown on the  
9 preliminary plat and community unit plan.

0 c. To maintain the outlots and private improvements including the  
1 proper functioning of the storm water detention/retention facilities as they were designed and  
2 constructed on a permanent and continuous basis. However, the owner may be relieved and

1 discharged of this maintenance obligation upon creating in writing a permanent and  
2 continuous association of property owners who would be responsible for said permanent and  
3 continuous maintenance. The owner shall not be relieved of such maintenance obligation until  
4 the document or documents creating said property owners association have been reviewed  
5 and approved by the City Attorney and filed of record with the Register of Deeds.

6 d. To continuously and regularly maintain the street trees along the  
7 private roadways and landscape screens.

8 e. To submit to lot buyers and home builders a copy of the soil  
9 analysis.

0 f. To pay all improvement costs.

1 g. To comply with the provisions of the Land Subdivision Ordinance  
2 regarding land preparation.

3 h. To perpetually maintain the sidewalks in the pedestrian way  
4 easements at their own cost and expense.

5 i. With the exception of installation, repair and replacement of road  
6 improvements, stormwater and drainage improvements, utilities and pedestrian sidewalks  
7 and trails approved with a plat or community unit plan, all wetlands on the site are to be  
8 preserved, subject to any wetland improvements or wetland expansions from off-site wetland  
9 mitigation.

0 j. That Lots 1-18, Block 3 and Lots 1-4, Block 4, shall not have  
1 stockade fences adjacent to S. 91st Street.

1                   3. That said owner shall, prior to adoption of this resolution, execute and deliver  
2 to the City of Lincoln:

3                   a.       A bond or an approved escrow or security agreement in the sum  
4 of \$74,300.00 conditioned upon the strict compliance by said owner with the conditions  
5 contained in paragraph designated "First" of Paragraph 1 of this resolution.

6                   b.       A bond or an approved escrow or security agreement in the sum  
7 of \$54,000.00 conditioned upon the strict compliance by said owner with the conditions  
8 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

9                   c.       A bond or an approved escrow or security agreement in the sum  
0 of \$2,600.00 conditioned upon the strict compliance by said owner with the conditions  
1 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

2                   d.       A bond or an approved escrow or security agreement in the sum  
3 of \$32,500.00 conditioned upon the strict compliance by said owner with the conditions  
4 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

5                   e.       A bond or an approved escrow or security agreement in the sum  
6 of \$55,300.00 conditioned upon the strict compliance by said owner with the conditions  
7 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

8                   f.       A bond or an approved escrow or security agreement in the sum  
9 of \$34,000.00 conditioned upon the strict compliance by said owner with the conditions  
0 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the sum  
2 of \$9,000.00 conditioned upon the strict compliance by said owner with the conditions  
3 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

4 h. A bond or an approved escrow or security agreement in the sum  
5 of \$19,360.00 conditioned upon the strict compliance by said owner with the conditions  
6 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the sum  
8 of \$19,450.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

0 j. A bond or an approved escrow or security agreement in the sum  
1 of \$345.00 conditioned upon the strict compliance by said owner with the conditions  
2 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

3 k. A bond or an approved escrow or security agreement in the sum  
4 of \$4,275.00 conditioned upon the strict compliance by said owner with the conditions  
5 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

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

0 4. Immediately upon the adoption of this resolution and receipt of the written  
1 agreement required herein, the City Clerk shall cause the final plat and a certified copy of this




1 resolution together with said written agreement to be filed in the office of the Register of  
2 Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owner.

3 The foregoing Resolution was approved by the Lincoln City - Lancaster County  
4 Planning Commission on this 2nd day of April, 2003.

5 Dated this 2nd day of April, 2003.

ATTEST:

  
\_\_\_\_\_  
Chairman

Approved as to Form & Legality:

  
\_\_\_\_\_  
Chief Assistant City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Pine Lake Development, 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 **ALLEGRINI TERRACE 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 **ALLEGRINI TERRACE 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 complete the private improvements and facilities shown on the preliminary plat and community unit plan.
3. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways and landscape screens.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to pay all improvement costs.
6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
7. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.
8. The Subdivider agrees that with the exception of installation, repair and replacement of road improvements, stormwater and drainage improvements, utilities and pedestrian sidewalks and trails approved with a plat or community unit plan, all wetlands on the site are to be preserved, subject to any wetland improvements or wetland expansions from off-site wetland mitigation.
9. The Subdivider agrees that Lots 1-18, Block 3 and Lots 1-4, Block 4, shall not have stockade fences adjacent to S. 91st Street.
10. The Subdivider agrees to maintain the outlots and private improvements including the proper functioning of the storm water detention/retention facilities as they were designed and constructed as 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 7 day of April, 2003.

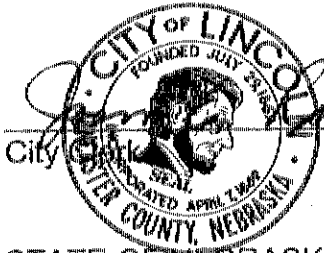
Pine Lake Development, L.L.C.,  
a Nebraska limited liability company,

Robert Lewis  
Witness

Robert Hampton  
Robert Hampton, Managing Member

ATTEST:

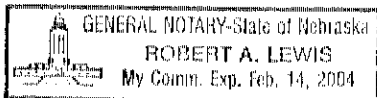
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
Don Wesely  
City of Lincoln, Nebraska

Don Wesely  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER       )

The foregoing instrument was acknowledged before me this 7 day of April, 2003, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.



Robert A. Lewis  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER       )

The foregoing instrument was acknowledged before me this 21 day of April, 2003, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Bock  
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, 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 **ALLEGRINI TERRACE ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **April 2, 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 22<sup>nd</sup> day of April, 2003.

*Teresa J. Meier*  
\_\_\_\_\_  
SEAL  
CITY OF LINCOLN  
LANCASTER COUNTY, NEBRASKA  
FOUNDED JULY 28, 1856  
INCORPORATED APRIL 13, 1888