

\$ 61.00

LANCASTER COUNTY, NE.

Don Nolt
REGISTER OF DEEDS

SEP 26 10 21 AM '97

INST. NO 97

039941

BLOCK

CODE

CHECKED

ENTERED

EDITED

Aspen 3
/

RESOLUTION NO. PC- 00388

1 A RESOLUTION accepting and approving the plat designated as ASPEN 4TH
2 ADDITION as an addition to the City of Lincoln, filed in the office of the
3 Planning Department of the City of Lincoln, Nebraska, upon certain conditions
4 herein specified and providing for sureties conditioned upon the strict
5 compliance with such conditions.

6 WHEREAS, Aspen, a Nebraska general partnership, and Krein Real
7 Estate, Inc., a Nebraska corporation, owners of a tract of land legally described
8 as:

9 Outlot "A", Aspen 3rd Addition, and Lot 36 I.T. in the
10 Northeast Quarter of Section 20, Township 9 North, Range
11 7 East of the 6th P.M., Lincoln, Lancaster County,
12 Nebraska, more particularly described as follows:

13 Commencing at the northeast corner of said Section 20,
14 and extending thence south 0 degrees 07 minutes 01
15 seconds east on the east line of said Section 20, 50.00
16 feet; thence south 89 degrees 43 minutes 49 seconds west
17 on a line parallel to and 50.00 feet south of the north
18 line of said Section 20, 80.00 feet to the point of
19 beginning; thence continuing south 89 degrees 43 minutes
20 49 seconds west, 488.67 feet to the east line of
21 Stephanie Lane; thence south 0 degrees 16 minutes 11
22 seconds east of said east line, 385.00 feet; thence
23 south 89 degrees 43 minutes 49 seconds west, 150.00
24 feet; thence on a curve to the left having a radius of
25 120.00 feet and an arc length of 62.83 feet, being
26 subtended by a chord of south 74 degrees 43 minutes 49
27 seconds west, for a distance of 62.12 feet to the point
28 of tangency of said curve; thence south 59 degrees 43
29 minutes 49 seconds west, 250.00 feet; thence on a curve
30 to the right having a radius of 272.58 feet and an arc
31 length of 142.72 feet, being subtended by a chord of
32 south 74 degrees 43 minutes 49 seconds west for a
33 distance of 141.10 feet to the point of tangency of said
34 curve; thence south 89 degrees 43 minutes 49 seconds
35 west, 105.00 feet to the point of curvature of a
36 circular curve to the left having a radius of 212.58
37 feet and an arc length of 111.31 feet, being subtended
38 by a chord of south 74 degrees 43 minutes 49 seconds

1 west for a distance of 110.04 feet to the point of
2 tangency of said curve; thence south 59 degrees 43
3 minutes 49 seconds west, 240.44 feet; thence south 30
4 degrees 16 minutes 11 seconds east, 105.00 feet; thence
5 south 59 degrees 43 minutes 49 seconds west, 120.00
6 feet; thence south 66 degrees 47 minutes 56 seconds
7 west, 60.46 feet; thence south 59 degrees 43 minutes 49
8 seconds west, 110.00 feet; thence north 30 degrees 16
9 minutes 11 seconds west, 135.00 feet; thence north 43
10 degrees 40 minutes 07 seconds west, 335.94 feet; thence
11 north 71 degrees 19 minutes 56 seconds west, 249.84
12 feet; thence south 18 degrees 39 minutes 17 seconds
13 west, 189.26 feet; thence south 0 degrees 16 minutes 11
14 seconds east, 207.22 feet; thence south 89 degrees 43
15 minutes 49 seconds west, 110.17 feet; thence south 0
16 degrees 16 minutes 11 seconds east, 27.00 feet; thence
17 south 89 degrees 43 minutes 49 seconds west, 185.94 feet
18 to the west line of the Northeast Quarter of said
19 Section 20; thence south 0 degrees 04 minutes 25
20 seconds east, on said west line, 358.03 feet to the
21 south line of the North Half of said Northeast Quarter;
22 thence north 89 degrees 42 minutes 18 seconds east, on
23 said line, 2593.32 feet; thence north 0 degrees 07
24 minutes 01 seconds west, 368.00 feet; thence north 3
25 degrees 55 minutes 52 seconds west, 300.67 feet; thence
26 north 8 degrees 24 minutes 50 seconds east, 101.12 feet;
27 thence north 0 degrees 07 minutes 01 seconds west,
28 300.00 feet; thence north 7 degrees 12 minutes 47
29 seconds west, 202.37 feet to the point of beginning;
30 containing 44.46 acres;

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

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

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

37 1. That the plat of **ASPEN 4TH ADDITION** as an addition to the City
38 of Lincoln, Nebraska, filed in the office of the Planning Department of said City
39 by **Aspen, a Nebraska general partnership, and Krein Real Estate, Inc., a Nebraska**

1 **corporation** as owners is hereby accepted and approved, and said owners are given
2 the right to plat said **ASPEN 4TH ADDITION** as an addition to said City in
3 accordance therewith. Such acceptance and approval are conditioned upon the
4 following:

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

11 Second: That said owners shall at their own cost and expense
12 pay for all labor, material, engineering, and inspection costs in connection with
13 the construction of sidewalks along Red Rock Lane and South 52nd Street adjacent
14 to Lot 1 as shown on the final plat. The construction shall be completed within
15 four years following Planning Commission approval of this final plat.

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

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

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

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

12 Seventh: That said owners shall at their own cost and expense
13 pay for all labor, material, and related costs in connection with the
14 installation of street trees along Lot 1, Block 1 as shown on this final plat.
15 The planting shall be completed within four years following Planning Commission
16 approval of this final plat.

17 Eighth: That said owners shall at their own cost and expense
18 pay for all labor, material, and related costs in connection with the
19 installation of a landscape screen along Lot 1, Block 1 as shown on the approved
20 landscape plan. The installation shall be completed within four years following
21 Planning Commission approval of this final plat.

22 Ninth: That said owners shall at their own cost and expense
23 pay for all labor, material, and related costs in connection with the
24 installation of street name signs as approved by the Public Works Department.

1 This installation shall be completed within two years following Planning
2 Commission approval of this final plat.

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

8 2. That prior to adoption of this resolution, said owners shall
9 enter into a written agreement with the City which shall provide as follows:

10 The owners, their successors and assigns agree:

11 a. To submit to the Director of Public Works an erosion and
12 sedimentation control plan.

13 b. To protect the remaining trees on the site during
14 construction and development.

15 c. To pay all improvement costs.

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

18 e. To complete the private improvements shown on the
19 preliminary plat.

20 f. To comply with the Land Preparation and Grading
21 requirements of the Land Subdivision Ordinance.

22 g. To complete the permanent lot and block staking before
23 construction on or conveyance of any lot shown on this final plat.

24 h. To maintain the outlots and private improvements on a
25 permanent and continuous basis. However, the owners may be relieved and

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

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

9 a. A bond or an approved escrow or security agreement in the
10 sum of \$125,000.00 conditioned upon the strict compliance by said owners with the
11 conditions contained in paragraph designated "First" of Paragraph 1 of this
12 resolution.

13 b. A bond or an approved escrow or security agreement in the
14 sum of \$5,200.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Second" of Paragraph 1 of this
16 resolution.

17 c. A bond or an approved escrow or security agreement in the
18 sum of \$73,800.00 conditioned upon the strict compliance by said owners with the
19 conditions contained in paragraph designated "Third" of Paragraph 1 of this
20 resolution.

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

1 e. A bond or an approved escrow or security agreement in the
2 sum of \$10,000.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
4 resolution.

5 f. A bond or an approved escrow or security agreement in the
6 sum of \$12,200.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
8 resolution.

9 g. A bond or an approved escrow or security agreement in the
10 sum of \$4,240.00 conditioned upon the strict compliance by said owners with the
11 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
12 resolution.

13 h. A bond or an approved escrow or security agreement in the
14 sum of \$9,670.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
16 resolution.

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

21 j. A bond or an approved escrow or security agreement in the
22 sum of \$250.000 conditioned upon the strict compliance by said owners with the
23 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
24 resolution.

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

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

11 The foregoing Resolution was approved by the Lincoln City - Lancaster
12 County Planning Commission on this 10 day of September, 1997.

13 Dated this 10 day of September, 1997.

ATTEST:


Chairman

Approved as to Form & Legality:



Assistant City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Aspen, a Nebraska general partnership, and Krein Real Estate, Inc., a Nebraska 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 ASPEN 4TH 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 ASPEN 4TH 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 and sedimentation 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 complete the private improvements shown on the preliminary plat.
6. The Subdivider agrees to comply with the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

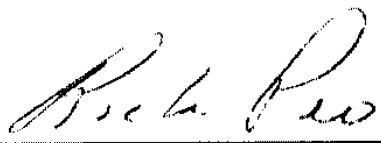
7. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

8. 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.

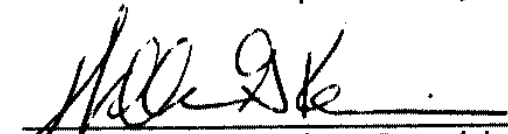
9. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider. However, the terms and conditions herein shall not be binding upon the United States Postal Service during the period of its ownership of Lot 1, Block 1, Aspen 4th Addition.

Dated this _____ day of _____, 1997.

KREIN REAL ESTATE, INC.
a Nebraska corporation,

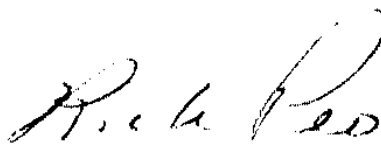


Witness



William G. Krein, President

Aspen Partnership,
a Nebraska general partnership,



Witness



William G. Krein, Partner

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Jean E. Ross, Deputy
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

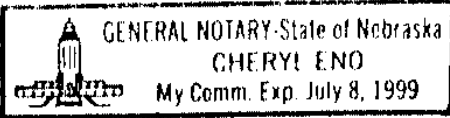
The foregoing instrument was acknowledged before me this 24th day of September, 1997, by William G. Krein, President of Krein Real Estate, Inc., a Nebraska corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 24th day of September, 1997, by William G. Krein, Partner of Aspen Partnership, a Nebraska general partnership.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of September, 1997, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



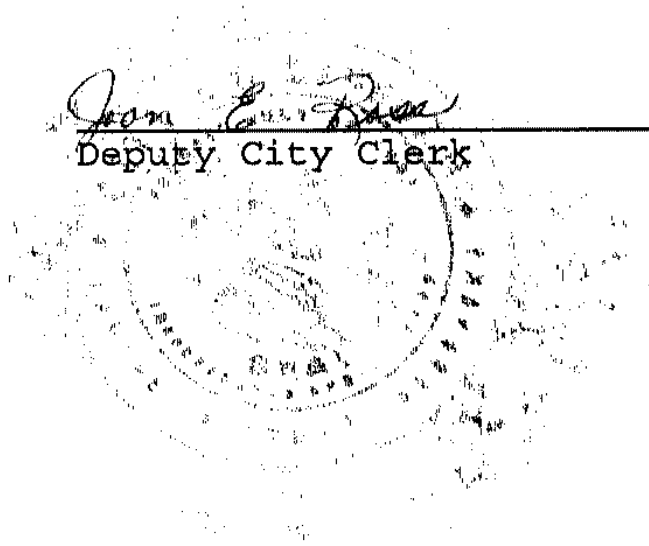
[Signature]
Notary Public

C E R T I F I C A T E

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

I, Joan E. Ross, 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 **Aspen 3rd Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **September 10, 1997**, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 25th day of September, 1997.



Ret. to City Clerk