

\$65.50

Dan Noble

INST. NO 98

REGISTER OF DEEDS

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BOOK
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\$605.50

RESOLUTION NO. PC- 00438

1 A RESOLUTION accepting and approving the plat designated as ASPEN 5TH
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, Krein Real Estate, Inc., a Nebraska corporation, owner of
7 a tract of land legally described as:

8 Outlot "A", Block 3, Aspen 4th Addition in the Northeast
9 Quarter of Section 20, Township 9 North, Range 7 East of
10 the 6th P.M., Lincoln, Lancaster County, Nebraska, more
11 particularly described as follows:

12 Beginning at the northeast corner of said Outlot "A",
13 Block 3, Aspen 4th Addition; thence south 00 degrees 16
14 minutes 11 seconds east, 397.34 feet along the west line
15 of Stephanie Lane; thence south 89 degrees 53 minutes 36
16 seconds west of said west line, 45.86 feet; thence on a
17 curve to the left having a radius of 348.00 feet and an
18 arc length of 547.76 feet, being subtended by a chord of
19 south 44 degrees 47 minutes 28 seconds west, for a
20 distance of 492.94 feet to the point of tangency of said
21 curve; thence south 00 degrees 18 minutes 04 seconds
22 east, 63.87 feet; thence south 02 degrees 35 minutes 31
23 seconds east, 75.05 feet to the south line of the north
24 half of said Northeast Quarter; thence south 89 degrees
25 42 minutes 18 seconds west, on said line, 1623.32 feet;
26 thence north 00 degrees 04 minutes 25 seconds west,
27 358.03 feet; thence north 89 degrees 43 minutes 49
28 seconds east, 185.94 feet; thence north 00 degrees 16
29 minutes 11 seconds west, 27.00 feet; thence north 89
30 degrees 43 minutes 49 seconds east, 110.17 feet; thence
31 north 00 degrees 16 minutes 11 seconds west, 207.22
32 feet; thence north 18 degrees 39 minutes 17 seconds
33 east, 189.26 feet; thence south 71 degrees 19 minutes 56
34 seconds east, 249.84 feet; thence south 43 degrees 40
35 minutes 07 seconds east, 335.94 feet; thence south 30
36 degrees 16 minutes 11 seconds east, 135.00 feet; thence
37 north 59 degrees 43 minutes 49 seconds east, 110.00
38 feet; thence north 66 degrees 47 minutes 56 seconds
39 east, 60.46 feet; thence north 59 degrees 43 minutes 49

X

1 seconds east, 120.00 feet; thence north 30 degrees 16
2 minutes 11 seconds west, 105.00 feet; thence north 59
3 degrees 43 minutes 49 seconds east, 240.44 feet; to the
4 point of curvature of a circular curve to the right
5 having a radius of 212.58 feet and an arc length of
6 111.31 feet being subtended by a chord of north 74
7 degrees 43 minutes 49 seconds east for a distance of
8 110.04 feet to the point of tangency of said curve;
9 thence north 89 degrees 43 minutes 49 seconds east,
10 105.00 feet; thence on a curve to the left having a
11 radius of 272.58 feet and an arc length of 142.72 feet,
12 being subtended by a chord of north 74 degrees 43
13 minutes 49 seconds east, for a distance of 141.10 feet
14 to the point of tangency of said curve; thence north 59
15 degrees 43 minutes 49 seconds east, 250.00 feet; thence
16 on a curve to the right having a radius of 120.00 feet
17 and an arc length of 62.83 feet, being subtended by a
18 chord of north 74 degrees 43 minutes 49 seconds east,
19 for a distance of 62.12 feet to the point of tangency of
20 said curve; thence north 89 degrees 43 minutes 49
21 seconds east, 87.00 feet to the point of beginning,
22 containing 24.53 acres;

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

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

27 NOW, THEREFORE, BE IT RESOLVED by the Lincoln City - Lancaster County

28 Planning Commission:

29 1. That the plat of **ASPEN 5TH ADDITION** as an addition to the City
30 of Lincoln, Nebraska, filed in the office of the Planning Department of said City
31 by **Krein Real Estate, Inc.** a Nebraska corporation, as owner is hereby accepted
32 and approved, and said owner is given the right to plat said **ASPEN 5TH ADDITION**
33 as an addition to said City in accordance therewith. Such acceptance and
34 approval are conditioned upon the following:

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

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

14 Third: That said owner shall at its own cost and expense pay
15 for all labor, material, engineering, and inspection costs in connection with the
16 construction of sidewalks along both sides of the streets and private roadways
17 as shown on the final plat. The construction shall be completed within four
18 years following Planning Commission approval of this final plat.

19 Fourth: That said owner shall at its own cost and expense pay
20 for all labor, material, engineering, and inspection costs in connection with the
21 construction of sidewalks in the pedestrian way easement on Lot 10 as shown on
22 the final plat. The construction shall be completed at the same time as Eagle
23 Ridge Road within this final plat is paved.

24 Fifth: That said owner shall at its own cost and expense pay
25 for all labor, material, engineering, and inspection costs in connection with the

1 construction of a public water distribution system as shown on the approved
2 preliminary plat. The construction shall be completed within two years following
3 Planning Commission approval of this final plat.

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

9 ~~Seventh: That said owner shall at its own cost and expense pay~~
10 for all labor, material, engineering, and inspection costs in connection with the
11 construction of drainage facilities as shown on the approved drainage study. The
12 construction shall be completed within two years following Planning Commission
13 approval of this final plat.

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

20 Ninth: That said owner shall at its own cost and expense pay
21 for all labor, material, and related costs in connection with the installation
22 of street trees along the streets and private roadways as shown on this final
23 plat. The planting shall be completed within four years following Planning
24 Commission approval of this final plat.

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

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

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

13 The owner, its successors and assigns agree:

14 a. To submit to the Director of Public Works a plan showing
15 proposed measures to control sedimentation and erosion and the proposed method
16 to temporarily stabilize all graded land.

17 b. To complete the private improvement shown on the
18 preliminary plat.

19 c. To protect the trees that are to remain on the site
20 during construction and development.

21 d. To continuously and regularly maintain the street trees,
22 medians, and center islands along the private and public roadways and landscape
23 screens.

24 e. To submit to the lot buyers and homebuilders a copy of
25 the soil analysis.

- 1 f. To pay all improvement costs.
2 g. To comply with the Land Preparation and Grading
3 requirements of the Land Subdivision ordinance.
4 h. To provide a bond for land preparation and compaction if
5 required by the Director of Public Works and Utilities.

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

14 j. To perpetually maintain the sidewalks in the pedestrian
15 way easements at their own cost and expense.

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

18 a. A bond or an approved escrow or security agreement in the
19 sum of \$29,700.00 conditioned upon the strict compliance by said owner with the
20 conditions contained in paragraph designated "First" of Paragraph 1 of this
21 resolution.

22 b. A bond or an approved escrow or security agreement in the
23 sum of \$139,500.00 conditioned upon the strict compliance by said owner with the
24 conditions contained in paragraph designated "Second" of Paragraph 1 of this
25 resolution.

1 c. A bond or an approved escrow or security agreement in the
2 sum of \$34,000.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Third" of Paragraph 1 of this
4 resolution.

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

9 e. A bond or an approved escrow or security agreement in the
10 sum of \$75,600.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
12 resolution.

13 f. A bond or an approved escrow or security agreement in the
14 sum of \$69,200.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
16 resolution.

17 g. A bond or an approved escrow or security agreement in the
18 sum of \$30,500.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
20 resolution.

21 h. A bond or an approved escrow or security agreement in the
22 sum of \$17,800.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
24 resolution.

1 i. A bond or an approved escrow or security agreement in the
2 sum of \$15,940.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
4 resolution.

5 j. A bond or an approved escrow or security agreement in the
6 sum of \$575.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
8 resolution.

9 k. A bond or an approved escrow or security agreement in the
10 sum of \$2,500.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this
12 resolution.

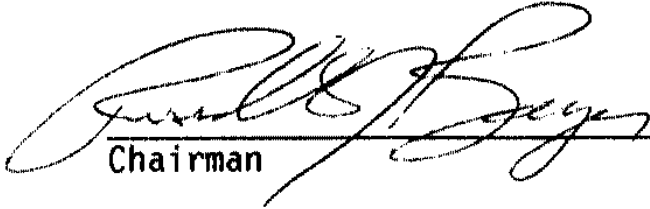
13 The bonds required above shall be subject to approval by the City
14 ~~Attorney. In the event that said owner or its surety shall fail to satisfy the~~
15 conditions herein set forth within the time specified in this resolution, the
16 City may cause the required work to be performed and recover the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

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

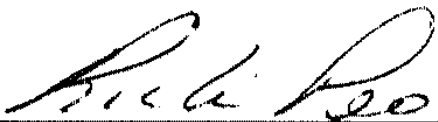
23 The foregoing Resolution was approved by the Lincoln City - Lancaster
24 County Planning Commission on this 17th day of June, 1998.

25 Dated this 17th day of June, 1998.

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 **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 5TH 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 5TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works 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 improvement shown on the preliminary plat.
3. The Subdivider agrees to protect the trees that are to remain on the site during construction and development.
4. The Subdivider agrees to continuously and regularly maintain the street trees, medians, and center islands along the private and public roadways and landscape screens.
5. The Subdivider agrees to submit to the lot buyers and homebuilders a copy of the soil analysis.

6. The Subdivider agrees to pay all improvement costs.

7. The Subdivider agrees to comply with the Land Preparation and Grading requirements of the Land Subdivision ordinance.

8. The Subdivider agrees to provide a bond for land preparation and compaction if required by the Director of Public Works and Utilities.

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

10. 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.

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

Dated this 17 day of JUNE, 1998.

KREIN REAL ESTATE, INC.
a Nebraska corporation,

Barbara Bongert
Witness

William G. Krein
William G. Krein, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

David M. Matye
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of June, 1998, 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 25th day of June, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



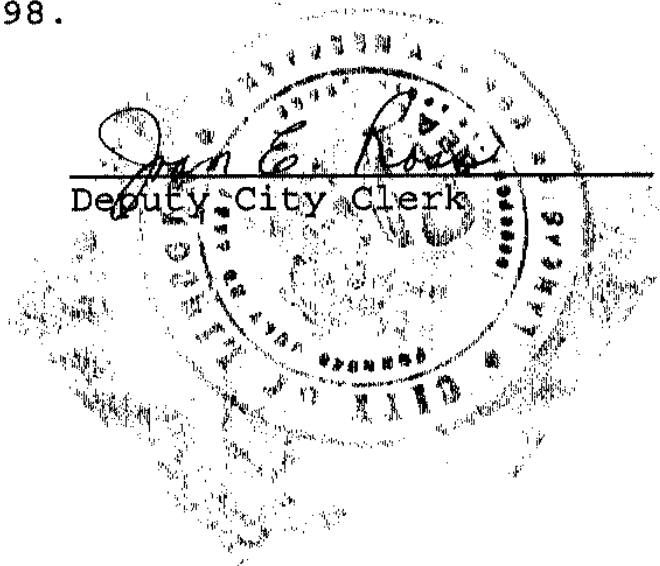
[Signature]
Notary Public

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 5th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **June 17, 1998**, 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 1st day of July, 1998.



Ret to City Clerk