

66050

LANCASTER COUNTY NEBR

JUN 3 1 20 PM '97

BLOCK

INST. 89 97

021112

CODE  
 CHECKED ✓  
 ENTERED ✓  
 DATED ✓

RESOLUTION NO. PC-00364

1 A RESOLUTION accepting and approving the plat designated as **NORTHVIEW**  
 2 **1ST 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, Lincoln Federal Savings Bank, owner of a tract of land  
 7 legally described as:

8 Outlot "A", Northview Centre, located in the Northeast  
 9 Quarter of Section 12, Township 10 North, Range 6 East  
 10 of the 6th P.M., City of Lincoln, Lancaster County,  
 11 Nebraska, and more particularly described as follows:

12 Commencing from the northwest corner of said Outlot "A",  
 13 said point being 50.00 feet south of the northwest  
 14 corner of the northeast Quarter of the Northeast Quarter  
 15 of said Section 12, said point being the true point of  
 16 beginning, thence on an assumed bearing of south 88  
 17 degrees 42 minutes 32 seconds east along the north line  
 18 of said Outlot "A", said line being 50.00 feet south of  
 19 and parallel with the north line of said Section 12, a  
 20 distance of 240.06 feet to a point of deflection, thence  
 21 south 01 degrees 17 minutes 26 seconds west along the  
 22 east line of said Outlot "A", a distance of 50.00 feet  
 23 to a point of deflection, thence south 88 degrees 42  
 24 minutes 32 seconds east along the north line of said  
 25 Outlot "A", said line being 100.00 feet south of and  
 26 parallel with the north line of said Section 12, a  
 27 distance of 60.00 feet to a point of deflection, thence  
 28 north 01 degrees 17 minutes 26 seconds east along the  
 29 west line of said Outlot "A", a distance of 50.00 feet  
 30 to a point of deflection, thence south 88 degrees 42  
 31 minutes 32 seconds east along the north line of said  
 32 Outlot "A", said line being 50.00 feet south of and  
 33 parallel with the north line of said Section 12, a  
 34 distance of 187.36 feet to a point of curvature, thence  
 35 along a curve having a radius of 235.00 feet, arc length  
 36 of 49.09 feet, delta angle of 11 degrees 58 minutes 07  
 37 seconds, a chord bearing of south 82 degrees 43 minutes  
 38 31 seconds east along the north line of said Outlot "A",  
 39 and a chord length of 49.00 feet to a point of reverse  
 40 curvature, thence along a curve having a radius of  
 41 317.02 feet, arc length of 66.22 feet, delta angle of 11  
 42 degrees 58 minutes 07 seconds, a chord bearing of south  
 43 82 degrees 43 minutes 30 seconds east along the north

1 line of said Outlot "A", and a chord length of 66.10  
2 feet to a point of tangency, thence south 88 degrees 42  
3 minutes 34 seconds east along the north line of said  
4 Outlot "A", said line being 62.00 feet south of and  
5 parallel with the north line of said Section 12, a  
6 distance of 123.34 feet to the northeast corner of said  
7 Outlot "A", thence south 00 degrees 04 minutes 21  
8 seconds east along the east line of said Outlot "A", a  
9 distance of 212.97 feet to a point of deflection, thence  
10 south 45 degrees 15 minutes 07 seconds east along the  
11 northeast line of said Outlot "A", a distance of 119.88  
12 feet to a point of deflection, thence south 00 degrees  
13 05 minutes 08 seconds west along the east line of said  
14 Outlot "A", a distance of 474.81 feet to a point of  
15 deflection, thence south 88 degrees 38 minutes 39  
16 seconds east along the north line of said Outlot "A", a  
17 distance of 40.00 feet to a point of deflection, thence  
18 south 00 degrees 00 minutes 42 seconds east along the  
19 east line of said Outlot "A", a distance of 491.33 feet  
20 to the southeast corner of said Outlot "A", thence north  
21 88 degrees 45 minutes 09 seconds west along the south  
22 line of said Outlot "A", a distance of 850.70 feet to  
23 the southwest corner of said Outlot "A", thence north 00  
24 degrees 01 minutes 33 seconds west along the west line  
25 of said Outlot "A", a distance of 293.90 feet to a point  
26 of deflection, thence north 00 degrees 03 minutes 44  
27 seconds east along the west line of said Outlot "A", a  
28 distance of 980.37 feet to the true point of beginning,  
29 said tract contains a calculated area of 23.51 acres, or  
30 1,024,235.79 square feet, more or less.

31 has 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 **NORTHVIEW 1ST ADDITION** as an addition to the  
38 City of Lincoln, Nebraska, filed in the office of the Planning Department of said  
39 City by **Lincoln Federal Savings Bank** as owner is hereby accepted and approved,  
40 and said owner is given the right to plat said **NORTHVIEW 1ST ADDITION** as an

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

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

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

14 Third: That said owner shall at its own cost and expense pay for all  
15 labor, material, engineering, and inspection costs in connection with the con-  
16 struction of a public water distribution system as shown on the approved pre-  
17 liminary plat. The construction shall be completed within two years following  
18 Planning Commission approval of this final plat.

19 Fourth: That said owner shall at its own cost and expense pay for  
20 all labor, material, engineering, and inspection costs in connection with the  
21 installation of an ornamental street lighting system as required by the pre-  
22 liminary plat for all streets shown on this final plat. The construction shall  
23 be completed within two years following Planning Commission approval of this  
24 final plat.

25 Fifth: That said owner shall at its own cost and expense pay for all  
26 labor, material, and related costs in connection with the installation of street

1 trees as shown on this final plat. The planting shall be completed within four  
2 years following Planning Commission approval of this final plat.

3 Sixth: 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 a  
5 landscape screen as shown on the approved landscape plan. The installation shall  
6 be completed within two years following the approval of this final plat.

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

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

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

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

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

3           The owner, its successors and assigns agree:

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

7           b. To complete the private improvements shown on the  
8 preliminary plat and use permit.

9           c. To maintain any outlot and private improvements on a  
10 permanent and continuous basis. However, the owner may be relieved and dis-  
11 charged of this maintenance obligation upon creating in writing a permanent and  
12 continuous association of property owners who would be responsible for said  
13 permanent and continuous maintenance. The owner shall not be relieved of such  
14 maintenance obligation until the document or documents creating said property  
15 owners association have been reviewed and approved by the City Attorney and filed  
16 of record with the Register of Deeds.

17           d. To continuously and regularly maintain the landscape  
18 screens.

19           e. To pay all improvement costs.

20           f. To submit to the lot buyers and homebuilders a copy of  
21 the soil analysis.

22           g. To comply with the land preparation and grading require-  
23 ments of the Land Subdivision Ordinance.

24           h. To relinquish the right of direct vehicular access to  
25 Superior Street from lots abutting Superior Street.

26           i. To prohibit parking on North 24th Street from Superior  
27 Street to Dodge Street.

1                   j.     To permanently stake all lots before conveyance of any  
2 of the lots.

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

5                   a.     A bond or an approved escrow or security agreement in the  
6 sum of \$65,200.00 conditioned upon the strict compliance by said owner with the  
7 conditions contained in paragraph designated "First" of Paragraph 1 of this  
8 resolution.

9                   b.     A bond or an approved escrow or security agreement in the  
10 sum of \$25,200.00 conditioned upon the strict compliance by said owner with the  
11 conditions contained in paragraph designated "Second" of Paragraph 1 of this  
12 resolution.

13                  c.     A bond or an approved escrow or security agreement in the  
14 sum of \$47,300.00 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
16 resolution.

17                  d.     A bond or an approved escrow or security agreement in the  
18 sum of \$13,000.00 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
20 resolution.

21                  e.     A bond or an approved escrow or security agreement in the  
22 sum of \$12,099.50 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this  
24 resolution.

25                  f.     A bond or an approved escrow or security agreement in the  
26 sum of \$22,007.00 conditioned upon the strict compliance by said owner with the

1 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this  
2 resolution.

3 g. A bond or an approved escrow or security agreement in the  
4 sum of \$42,000.00 conditioned upon the strict compliance by said owner with the  
5 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this  
6 resolution.

7 h. A bond or an approved escrow or security agreement in the  
8 sum of \$23,500.00 conditioned upon the strict compliance by said owner with the  
9 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this  
10 resolution.

11 i. A bond or an approved escrow or security agreement in the  
12 sum of \$575.00 conditioned upon the strict compliance by said owner with the  
13 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this  
14 resolution.

15 j. A bond or an approved escrow or security agreement in the  
16 sum of \$750.00 conditioned upon the strict compliance by said owner with the  
17 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this  
18 resolution.

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

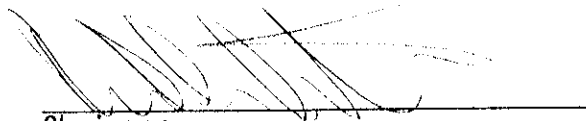
24 4. Immediately upon the adoption of this resolution, the City  
25 Clerk shall cause the final plat and a certified copy of this resolution together  
26 with the written agreement required herein to be filed in the office of the

1 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by  
2 said owner.

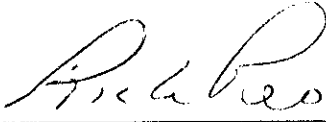
3 The foregoing Resolution was approved by the Lincoln City - Lancaster  
4 County Planning Commission on this 21st day of May, 1997.

5 Dated this 21st day of May, 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 Lincoln Federal Savings Bank, a 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 **NORTHVIEW 1ST 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 **NORTHVIEW 1ST 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 for approval.

2. The Subdivider agrees to complete the private improvements shown on the preliminary plat and use permit.

3. The Subdivider agrees to maintain any outlot 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.

4. The Subdivider agrees to continuously and regularly maintain the landscape screens.

5. The Subdivider agrees to pay all improvement costs.

6. The Subdivider agrees to submit to the lot buyers and homebuilders a copy of the soil analysis.

7. The Subdivider agrees to comply with the land preparation and grading requirements of the Land Subdivision Ordinance.

8. The Subdivider agrees to relinquish the right of direct vehicular access to Superior Street from lots abutting Superior Street.

9. The Subdivider agrees to prohibit parking on North 24th Street from Superior Street to Dodge Street.

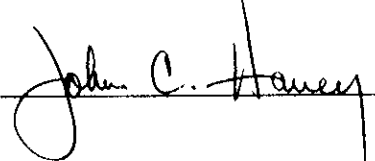
10. The Subdivider agrees to permanently stake all lots before conveyance of any of the lots.

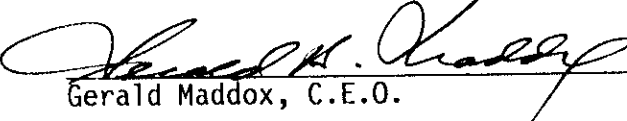
11. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 13<sup>th</sup> day of May, 1997.

ATTEST:

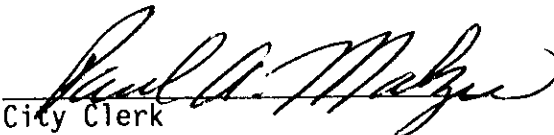
LINCOLN FEDERAL SAVINGS BANK,  
a corporation

  
\_\_\_\_\_

  
Gerald Maddox, C.E.O.

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
City Clerk

\_\_\_\_\_  
Mayor

STATE OF NEBRASKA        )  
                                  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of MAY, 1997, by Gerald Maddox, C.E.O. of Lincoln Federal Savings Bank, a corporation.



John C. Haney  
Notary Public

STATE OF NEBRASKA        )  
                                  ) ss.  
COUNTY OF LANCASTER    )

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

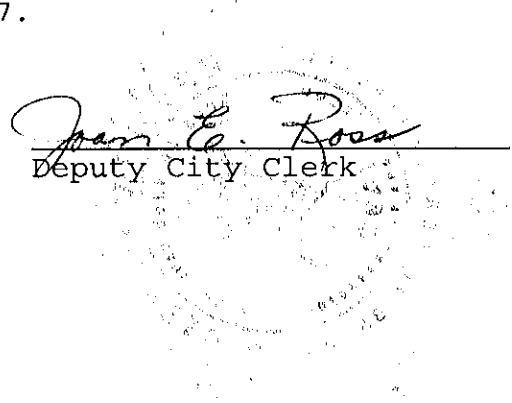
\_\_\_\_\_  
Notary Public

C E R T I F I C A T E

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

I, 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 **Northview 1st Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **May 21, 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 3<sup>rd</sup> day of June, 1997.

  
Joan E. Ross  
Deputy City Clerk

*Ret to City Clerk*