

#61.00

Don Jolte

REGISTER OF DEEDS

JUN 14 P 3:33 INST. NO 2000

LANCASTER COUNTY, NE 025214

INDEX
CODE
NORTHVIEW2
CHECKED
ENTERED
EDITED

RESOLUTION NO. PC- 00600

1 A RESOLUTION accepting and approving the plat designated as
2 **NORTHVIEW 4TH 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 herein
4 specified and providing for sureties conditioned upon the strict compliance with such
5 conditions.

6 WHEREAS, Lincoln Federal Savings Bank of Nebraska, owner of a tract of
7 land legally described as:

Outlot A,
Northview 2nd Addition and Lot 140 I.T., located in the North
Half of Section 12, Township 10 North, Range 6 East of the 6th
P.M., City of Lincoln, Lancaster County, Nebraska and more
particularly described as follows:

Referring to the southeast corner of the Northeast Quarter of
said Section 12; thence in a northerly direction, along the east
line of the Northeast Quarter of said Section 12, on an
assumed bearing of north 00 degrees 04 minutes 52 seconds
west, for a distance of 811.04 feet to the centerline of Old
Dairy Road; thence along said centerline of Old Dairy Road,
north 88 degrees 42 minutes 53 seconds west, for a distance
of 471.04 feet; thence north 01 degrees 17 minutes 07
seconds east, for a distance of 33.00 feet to the point of
beginning; thence on a curve to the right, with an angle of 42
degrees 36 minutes 55 seconds, a radius of 117.00 feet, a
chord bearing of north 67 degrees 52 minutes 58 seconds
west, a chord length of 85.03 feet, and an arc distance of
87.02 feet; thence south 43 degrees 25 minutes 34 seconds
west, for a distance of 66.00 feet; thence north 88 degrees 45
minutes 16 seconds west, for a distance of 723.37 feet; thence
north 00 degrees 02 minutes 31 seconds west, for a distance
of 495.97 feet; thence north 00 degrees 14 minutes 33
seconds west, for a distance of 233.92 feet; thence south 88
degrees 47 minutes 20 seconds east, for a distance of 99.30
feet; thence on a curve to the left, with an angle of 01 degrees
11 minutes 16 seconds, a radius of 630.00 feet, a chord
bearing of south 89 degrees 24 minutes 22 seconds east, a
chord length of 13.06 feet, and an arc distance of 13.06 feet to
a point of tangency; thence south 90 degrees 00 minutes 00

1 seconds east, for a distance of 323.50 feet; thence north 00
2 degrees 00 minutes 00 seconds east, for a distance of 60.00
3 feet; thence north 90 degrees 00 minutes 00 seconds west, for
4 a distance of 137.12 feet; thence north 00 degrees 00 minutes
5 00 seconds east, for a distance of 321.24 feet; thence north 86
6 degrees 11 minutes 44 seconds east, for a distance of 33.99
7 feet; thence north 03 degrees 48 minutes 16 seconds west, for
8 a distance of 60.00 feet; thence south 86 degrees 11 minutes
9 44 seconds west, for a distance of 30.00 feet; thence north 00
10 degrees 00 minutes 00 seconds east, for a distance of 160.06
11 feet; thence north 76 degrees 34 minutes 46 seconds east, for
12 a distance of 287.64 feet; thence north 89 degrees 57 minutes
13 45 seconds east, for a distance of 232.02 feet; thence south
14 00 degrees 00 minutes 51 seconds east, for a distance of
15 425.40 feet; thence south 88 degrees 46 minutes 43 seconds
16 east, for a distance of 39.81 feet; thence south 00 degrees 03
17 minutes 42 seconds east, for a distance of 491.38 feet; thence
18 south 00 degrees 03 minutes 42 seconds east, for a distance
19 of 478.25 feet; thence north 88 degrees 42 minutes 53
20 seconds west, for a distance of 2.79 feet to the point of
21 beginning; said parcel contains 117 Lots, 1 Outlots, and a
22 calculated area of 21.935 acres, more or less;

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

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

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

29 1. That the plat of **NORTHVIEW 4TH ADDITION** as an addition to the City
30 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Lincoln**
31 **Federal Savings Bank of Nebraska** as owner is hereby accepted and approved, and said
32 owner is given the right to plat said **NORTHVIEW 4TH ADDITION** as an addition to said
33 City in accordance therewith. Such acceptance and approval are conditioned upon the
34 following:

1 First: 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 street
3 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
4 and storm drain laterals for all streets as shown on the approved final plat. The
5 construction shall be completed within two years following Planning Commission approval
6 of this final plat.

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

11 Third: That said owner shall at its own cost and expense pay for all labor,
12 material, engineering, and inspection costs in connection with the construction of
13 pedestrian walkways as shown on the final plat. The construction shall be completed at
14 the same time that Dodge Street within this final plat is paved.

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

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

1 Sixth: 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 drainage
3 facilities as shown on the approved drainage study. The construction shall be completed
4 within two years following Planning Commission approval of this final plat.

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

10 Eighth: That said owner shall at its own cost and expense pay for all labor,
11 material, and related costs in connection with the installation of street trees as shown on
12 the final plat. The planting shall be completed within four years following Planning
13 Commission approval of this final plat.

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

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

22 2. That this plat shall not be filed for record or recorded in the Office of the
23 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and

1 until said owner shall enter into a written agreement with the City which shall provide as
2 follows:

3 The owner, its successors and assigns agree:

4 a. To submit to the director of Public Works an erosion control
5 plan.

6 b. To protect the remaining trees on the site during construction
7 and development.

8 c. To pay all improvement costs except those costs the City
9 council specifically subsidizes as follows: The City will subsidize the increase in pavement
10 width from 26 feet to 33 feet south of Northline Court.

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

13 e. To complete the private improvements shown on the preliminary
14 plat and community unit plan.

15 f. To maintain the pedestrian walkway in the pedestrian way
16 easement, the outlots, and private improvements on a permanent and continuous basis.
17 However, the owner may be relieved and discharged of this maintenance obligation upon
18 creating in writing a permanent and continuous association of property owners who would
19 be responsible for said permanent and continuous maintenance. The owner shall not be
20 relieved of such maintenance obligation until the document or documents creating said
21 property owners association have been reviewed and approved by the City Attorney and
22 filed of record with the Register of Deeds.

23 g. To comply with the provisions of the Land Subdivision
24 Ordinance regarding land preparation.

1 h. To complete the permanent lot and block staking before
2 construction on or conveyance of any lot shown on this final plat.

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

5 a. A bond or an approved escrow or security agreement in the
6 sum of \$84,000.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

8 b. A bond or an approved escrow or security agreement in the
9 sum of \$21,600.00 conditioned upon the strict compliance by said owner with the
10 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

11 c. A bond or an approved escrow or security agreement in the
12 sum of \$27,000.00 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

14 d. A bond or an approved escrow or security agreement in the
15 sum of \$35,500.00 conditioned upon the strict compliance by said owner with the
16 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

17 e. A bond or an approved escrow or security agreement in the
18 sum of \$26,600.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

20 f. A bond or an approved escrow or security agreement in the
21 sum of \$23,200.00 conditioned upon the strict compliance by said owner with the
22 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum 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
5 sum of \$17,600.00 conditioned upon the strict compliance by said owner with the
6 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the
8 sum of \$230.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

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

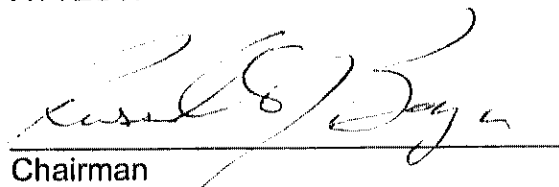
13 The bonds required above shall be subject to approval by the City Attorney.
14 In the event that said owner or its surety shall fail to satisfy the conditions herein set forth
15 within the time specified in this resolution, the City may cause the required work to be
16 performed and recover the cost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

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

21 The foregoing Resolution was approved by the Lincoln City - Lancaster
22 County Planning Commission on this 3rd day of May, 2000.

1 Dated this 3rd day of May, 2000.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Lincoln Federal Savings Bank of Nebraska**, 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 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 **NORTHVIEW 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 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 except those costs the City council specifically subsidizes as follows: The City will subsidize the increase in pavement width from 26 feet to 33 feet south of Northline Court.
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 and community unit plan.


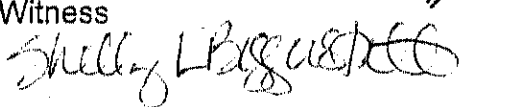
6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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.

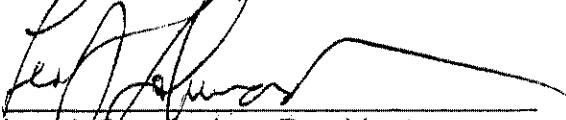
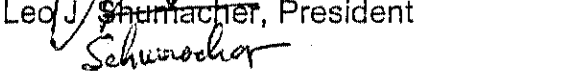
8. The Subdivider agrees to maintain the pedestrian walkway in the pedestrian walkway easement, the outlots, and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous 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.

Dated this _____ day of _____, 2000.


Witness


LINCOLN FEDERAL SAVINGS BANK
OF NEBRASKA,


Leo J. Shumacher, President


ATTEST:

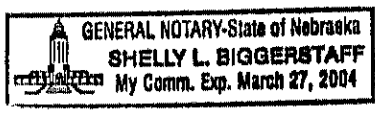
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul A. Metzger
City Clerk

Don Wesely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of June, 2000, by Leo J. ~~Shumacher~~ Shumacher, President of Lincoln Federal Savings Bank of Nebraska.



Shelly L. Biggerstaff
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of June, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



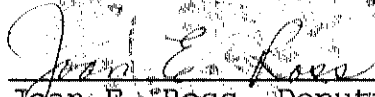
Joan E. Ross
Notary Public

C E R T I F I C A T E

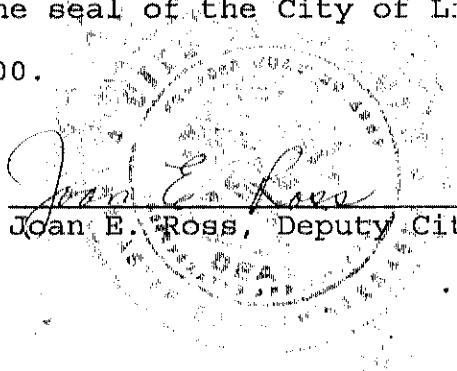
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:
CITY OF LINCOLN)

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 4th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on May 3, 2000, 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 8th day of June, 2000.



Joan E. Ross, Deputy City Clerk



Ret to City Clerk