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INST NO 2003

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LANCASTER COUNTY, NE

BLOCK	NO
CODE	ASHLEY
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RESOLUTION NO. PC- 00797

1 A RESOLUTION accepting and approving the plat designated as **ASHLEY**
 2 **HEIGHTS 3RD 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, **M & S Construction, Inc.**, a Nebraska corporation, owner of
 7 a tract of land legally described as:

8 Outlot "B" Ashley Heights Addition, located in the Northeast
 9 Quarter of Section 18, Township 10 North, Range 6 East of the
 0 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more
 1 particularly described as follows:

2 Commencing from the southwest corner of said Northeast
 3 Quarter; thence along an assumed bearing of north 88 degrees
 4 49 minutes 42 seconds east along the south line of said
 5 Northeast Quarter, a distance of 40.00 feet to the southwest
 6 corner of said Outlot "B", said point being the true point of
 7 beginning; thence north 00 degrees 14 minutes 48 seconds west
 8 along the west line of said Outlot "B", said line being the east line
 9 of Northwest 48th Street right-of-way, a distance of 983.25 feet
 0 to the northwest corner of said Outlot "B", said point being 49.12
 1 feet east of the west line of said Northeast Quarter; thence north
 2 89 degrees 13 minutes 18 seconds east along the north line of
 3 said Outlot "B", said line being the south right-of-way line of West
 4 Huntington Avenue, a distance of 147.32 feet to a point of
 5 curvature; thence along a curve in a counter clockwise direction
 6 having a radius of 490.00 feet, arc length of 48.90 feet, delta
 7 angle of 05 degrees 43 minutes 05 seconds, a chord bearing of
 8 north 86 degrees 21 minutes 45 seconds east along the north
 9 line of said Outlot "B", said line being the south right-of-way line
 0 of West Huntington Avenue, and a chord length of 48.88 feet to
 1 a northeast corner of said Outlot "B"; thence south 42 degrees
 2 45 minutes 57 seconds west along a southeast line of said Outlot
 3 "B", a distance of 110.41 feet to an east corner of said Outlot

Teresa City Clerk

1 "B", thence south 15 degrees 37 minutes 57 seconds west along
2 an east line of said Outlot "B", a distance of 67.99 feet to an east
3 corner of said Outlot "B"; thence south 00 degrees 46 minutes 42
4 seconds east along an east line of said Outlot "B", a distance of
5 280.86 feet to a north corner of said Outlot "B"; thence north 89
6 degrees 13 minutes 18 seconds east along a north line of said
7 Outlot "B", a distance of 100.00 feet to a north corner of said
8 Outlot "B"; thence south 00 degrees 46 minutes 42 seconds east
9 along an east line of said Outlot "B", said line being the west
0 right-of-way line of West Ramsey Road, a distance of 29.54 feet
1 to a north corner of said Outlot "B"; thence north 89 degrees 13
2 minutes 18 seconds east along a north line of said Outlot "B",
3 said line being a south line of said right-of-way, a distance of
4 60.00 feet to a north corner of said Outlot "B"; thence north 00
5 degrees 46 minutes 42 seconds west along a west line of said
6 Outlot "B" said line being the east line of said right-of-way, a
7 distance of 53.34 feet to a north corner of said Outlot "B"; thence
8 north 89 degrees 13 minutes 18 seconds east along a north line
9 of said Outlot "B", a distance of 110.00 feet to a north corner of
0 said Outlot "B"; thence south 00 degrees 46 minutes 42 seconds
1 east along an east line of said Outlot "B", a distance of 30.78
2 feet to a north corner of said Outlot "B"; thence south 79 degrees
3 46 minutes 54 seconds east along a north line of said Outlot "B",
4 a distance of 119.47 feet to a north corner of said Outlot "B";
5 thence along a curve in a counter clockwise direction, having a
6 radius of 1,030.00 feet, arc length of 30.43 feet, delta angle of 01
7 degrees 41 minutes 33 seconds, a chord bearing of south 09
8 degrees 22 minutes 19 seconds west along an east line of said
9 Outlot "B", said line being the west line of Northwest 47th Street
0 right-of-way, and a chord length of 30.43 feet to a north corner of
1 said Outlot "B"; thence south 81 degrees 28 minutes 27 seconds
2 east along a north line of said Outlot "B", said line being the
3 south line of said right-of-way, a distance of 60.00 feet to a north
4 corner of said Outlot "B"; thence along a curve in a clockwise
5 direction, having a radius of 970.00 feet, arc length of 44.45 feet,
6 delta angle of 02 degrees 37 minutes 32 seconds, a chord
7 bearing of north 09 degrees 50 minutes 18 seconds east along
8 a west line of said Outlot "B", said line being the east line of said
9 right-of-way, and a chord length of 44.44 feet to a point of reverse
0 curvature; thence along a curve in a counter clockwise direction,
1 having a radius of 330.00 feet, arc length of 23.17 feet, delta
2 angle of 04 degrees 01 minutes 24 seconds, a chord bearing of
3 north 09 degrees 08 minutes 22 seconds east along a west line

1 of said Outlot "B", said line being the east line of said right-of-
2 way, and a chord length of 23.17 feet to a north corner of said
3 Outlot "B"; thence south 83 degrees 23 minutes 47 seconds east
4 along a north line of said Outlot "B", a distance of 100.49 feet to
5 a northeast corner of said Outlot "B"; thence south 08 degrees
6 46 minutes 31 seconds west along an east line of said Outlot
7 "B", a distance of 102.67 feet to an east corner of said Outlot
8 "B"; thence south 04 degrees 33 minutes 28 seconds west along
9 an east line of said Outlot "B", a distance of 182.99 feet to an
0 east corner of said Outlot "B"; thence south 19 degrees 00
1 minutes 45 seconds west along an east line of said Outlot "B", a
2 distance of 74.73 feet to an east corner of said Outlot "B"; thence
3 north 70 degrees 59 minutes 15 seconds west along a south line
4 of said Outlot "B", said line being the north right-of-way line of
5 West Ramsey Road, a distance of 10.00 feet to an east corner
6 of said Outlot "B"; thence south 19 degrees 00 minutes 45
7 seconds west along an east line of said Outlot "B", said line
8 being the west line of said right-of-way, a distance of 60.00 feet
9 to an east corner of said Outlot "B"; thence south 70 degrees 59
0 minutes 15 seconds east along a north line of said Outlot "B",
1 said line being the south line of said right-of-way, a distance of
2 16.82 feet to a point of curvature; thence along a curve in a
3 counter clockwise direction, having a radius of 230.00 feet, arc
4 length of 62.08 feet, delta angle of 15 degrees 27 minutes 52
5 seconds, a chord bearing of south 78 degrees 43 minutes 11
6 seconds east along a north line of said Outlot "B", said line being
7 the south line of said right-of-way, and a chord length of 61.89
8 feet to a point of tangency; thence south 86 degrees 27 minutes
9 08 seconds east along a north line of said Outlot "B", said line
0 being the south line of said right-of-way, a distance of 78.32 feet
1 to a northeast corner of said Outlot "B"; thence along a curve in
2 a counter clockwise direction, having a radius of 1,530.00 feet,
3 arc length of 43.13 feet, delta angle of 01 degrees 36 minutes 55
4 seconds, a chord bearing of south 01 degrees 37 minutes 01
5 seconds west along an east line of said Outlot "B", said line
6 being the west right-of-way line of Northwest 46th Street, and a
7 chord length of 43.13 feet to a point of tangency; thence south 00
8 degrees 48 minutes 33 seconds west along an east line of said
9 Outlot "B", said line being the west line of said right-of-way, a
0 distance of 64.30 feet to the southeast corner of said Outlot "B";
1 thence south 88 degrees 49 minutes 42 seconds west along the
2 south line of said Outlot "B", said line being the south line of said
3 Northeast Quarter, a distance of 724.76 feet to the point of

1 beginning, said tract contains a calculated area of 403,129.83
2 square feet or 9.2546 acres, more or less;

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

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

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

9 1. That the plat of **ASHLEY HEIGHTS 3RD ADDITION** as an addition to the
0 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **M &**
1 **S Construction, Inc., a Nebraska corporation**, as owner is hereby accepted and
2 approved, and said owner is given the right to plat said **ASHLEY HEIGHTS 3RD ADDITION**
3 as an addition to said City in accordance therewith. Such acceptance and approval are
4 conditioned upon the following:

5 First: 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 street
7 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
8 and storm drain laterals for West Ramsey Road and N.W. 47th Street as shown on the
9 approved final plat. The construction shall be completed within two years following Planning
0 Commission approval of this final plat.

1 Second: That said owner shall at its own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the construction of

1 sidewalks along both sides of W. Ramsey Road and N.W. 47th Street, along the west side
2 of N.W. 46th Street, along the south side of West Huntington Avenue, and along the east side
3 of N.W. 48th Street as shown on the final plat. The construction shall be completed within four
4 years following Planning 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 a public
7 water distribution system as shown on the approved preliminary plat. The construction shall
8 be completed within two years following Planning Commission approval of this final plat.

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 wastewater collection system as shown on the approved preliminary plat. The
2 construction shall be completed within two years following Planning Commission approval of
3 this final plat.

4 Fifth: That said owner shall at its own cost and expense pay for all labor,
5 material, engineering, and inspection costs in connection with the installation of an ornamental
6 street lighting system as required by the preliminary plat for West Ramsey Road and N.W.
7 47th Street as shown on this final plat. The construction shall be completed within two years
8 following Planning Commission approval of this final plat.

9 Sixth: That said owner shall at its own cost and expense pay for all labor,
0 material, and related costs in connection with the installation of street trees along West
1 Ramsey Road and N.W. 47th Street as shown on the final plat. The planting shall be
2 completed within four years following Planning Commission approval of this final plat.

1 Seventh: That said owner shall at its own cost and expense pay for all
2 labor, material, and related costs in connection with the installation of a landscape screen
3 along N.W. 48th Street within this plat as shown on the approved final plat. The installation
4 shall be completed within two years of Planning Commission approval of the 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 name signs as
7 approved by the Public Works Department. This installation shall be completed within two
8 years following Planning Commission approval of this final plat.

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

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

6 The owner, its successors and assigns agree:

- 7 a. To submit to the Director of Public Works for review and approval
8 an erosion control plan.
- 9 b. To protect the remaining trees on the site during construction and
0 development.
- 1 c. To pay all improvement costs except those costs the City Council
2 specifically subsidizes as follows:

- 1 i. The cost above that of an 8" sewer line for the 15" sewer
2 line shown upstream, starting 600' north of the plat running
3 south.
- 4 ii. The cost above that of a 6" water line through the plat.
- 5 d. To submit to lot buyers and home builders a copy of the soil
6 analysis.
- 7 e. To complete the private improvements shown on the preliminary
8 plat and community unit plan.
- 9 f. To maintain the street trees, landscape screens, outlots, and
0 private improvements on a permanent and continuous basis. However, the owner may be
1 relieved and discharged of this maintenance obligation upon creating in writing a permanent
2 and continuous association of property owners who would be responsible for said permanent
3 and continuous maintenance. The owner shall not be relieved of such maintenance obligation
4 until the document or documents creating said property owners association have been
5 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 6 g. To relinquish the right of direct vehicular access from Outlot A to
7 N.W. 48th Street.
- 8 i. To comply with the provisions of the Land Subdivision Ordinance
9 regarding land preparation.

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

1 a. A bond or an approved escrow or security agreement in the sum
2 of \$75,500.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "First" of Paragraph 1 of this resolution.

4 b. A bond or an approved escrow or security agreement in the sum
5 of \$23,100.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

7 c. A bond or an approved escrow or security agreement in the sum
8 of \$21,000.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

0 d. A bond or an approved escrow or security agreement in the sum
1 of \$56,000.00 conditioned upon the strict compliance by said owner with the conditions
2 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

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

6 f. A bond or an approved escrow or security agreement in the sum
7 of \$13,860.00 conditioned upon the strict compliance by said owner with the conditions
8 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

9 g. A bond or an approved escrow or security agreement in the sum
0 of \$5,720.00 conditioned upon the strict compliance by said owner with the conditions
1 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

1 h. A bond or an approved escrow or security agreement in the sum
2 of \$115.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

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

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

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

5 The foregoing Resolution was approved by the Lincoln City - Lancaster County
6 Planning Commission on this 19th day of March, 2003.

7 Dated this 19th day of March, 2003.

ATTEST:



Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **M & S Construction, 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 **ASHLEY HEIGHTS 3RD 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 **ASHLEY HEIGHTS 3RD 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 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:
 - i. The cost above that of an 8" sewer line for the 15" sewer line shown upstream, starting 600' north of the plat running south.

- ii. The cost above that of a 6" water line through the plat.
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 maintain the street trees, landscape screens, 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.
7. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot A to N.W. 48th Street.
8. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
9. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

CERTIFICATE

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 **ASHLEY HEIGHTS 3rd ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **March 19, 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 10th day of April, 2003.

