

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

6 WHEREAS, Daugherty Construction, Inc., a Nebraska corporation, owner
7 of a tract of land legally described as:

8 Outlots "A" and "B", Block 3, Folsom Ridge to the City
9 of Lincoln, located in the Southeast One-Quarter of the
10 Northwest Quarter of Section 34, Township 10 North,
11 Range 6 East of the 6th Principal Meridian, Lincoln,
12 Lancaster County, Nebraska, more particularly described
13 by metes and bounds as follows:

14 Beginning at the southwesterly corner of Lot 10, Block
15 1 or the northwesterly corner of Outlot "A", Block 3,
16 Folsom Ridge to the City of Lincoln, Lancaster County,
17 Nebraska, thence south 89 degrees 57 minutes 01 seconds
18 east, (an assumed bearing), and on the southerly line of
19 Lot 10 through 17, Block 1 or the northerly line of
20 Outlot "A", Block 3 of said Folsom Ridge, a distance of
21 662.28 feet to the easterly right-of-way line of S.W.
22 8th Street and also said point is on the westerly line
23 of Lot 1, Folsom Ridge Second Addition to the City of
24 Lincoln, Lancaster County, Nebraska; thence south 00
25 degrees 04 minutes 17 seconds east, and on the easterly
26 line of Outlot "A", Block 3 of said Folsom Ridge or the
27 westerly line of Lot 1 of said Folsom Ridge Second
28 Addition, a distance of 19.67 feet to the point of
29 curvature; thence on a curve to the right, and on the
30 easterly line of Outlot "A", Block 3 of said Folsom
31 Ridge or the westerly line of Lot 1 of said Folsom Ridge
32 Second Addition, having a radius of 155.00 feet, an arc
33 length of 243.80 feet, and a central angle of 90 degrees
34 07 minutes 16 seconds, with a chord bearing of south 44
35 degrees 59 minutes 21 seconds west, a chord distance of
36 219.43 feet to the point of tangency; thence north 89
37 degrees 57 minutes 01 seconds west, and on the southerly
38 line of Outlot "A", Block 3 of said Folsom Ridge or the
39 northerly line of Lot 1 of said Folsom Ridge Second

1 Addition, a distance of 7.32 feet; thence south 00
2 degrees 02 minutes 59 seconds west, and on the easterly
3 line of Outlot "A", Block 3 of said Folsom Ridge or the
4 westerly line of Lot 1 of said Folsom Ridge Second
5 Addition, a distance of 115.00 feet to the southeasterly
6 corner of Outlot "A", Block 3 of said Folsom Ridge;
7 thence north 89 degrees 57 minutes 01 seconds west, and
8 on the southerly line of Outlot "A", Block 3 of said
9 Folsom Ridge or the northerly line of Lot 1 of said
10 Folsom Ridge Second Addition, a distance of 88.63 feet
11 to the northeasterly corner of Outlot "B", Block 3 of
12 said Folsom Ridge; thence south 41 degrees 54 minutes 14
13 seconds east, and on the easterly line of Outlot "B",
14 Block 3 of said Folsom Ridge or the westerly line of Lot
15 1 of said Folsom Ridge Second Addition, a distance of
16 114.30 feet; thence south 00 degrees 02 minutes 59
17 seconds west, and on the easterly line of Outlot "B",
18 Block 3 of said Folsom Ridge or the westerly line of Lot
19 1 of said Folsom Ridge Second Addition, a distance of
20 130.00 feet; thence south 42 degrees 00 minutes 12
21 seconds west, and on the easterly line of Outlot "B",
22 Block 3 of said Folsom Ridge or the westerly line of Lot
23 1 of said Folsom Ridge Second Addition, a distance of
24 114.30 feet; thence north 89 degrees 57 minutes 01
25 seconds west, and on the southerly line of Outlot "B",
26 Block 3 of said Folsom Ridge or the northerly line of
27 Lot 1 of said Folsom Ridge Second Addition, a distance
28 of 411.37 feet to the southwesterly corner of Outlot
29 "B", Block 3 of said Folsom Ridge or the northwesterly
30 corner of Lot 1 of said Folsom Ridge Second Addition and
31 also said point is on the easterly right-of-way line of
32 S.W. 9th Street; thence north 00 degrees 02 minutes 59
33 seconds east, and on the easterly right-of-way line of
34 said S.W. 9th Street or the westerly line of Outlot "B",
35 Block 3 of said Folsom Ridge, a distance of 590.00 feet
36 to the point of beginning and containing a calculated
37 area of 308,089.88 square feet or 7.073 acres, more or
38 less;

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

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

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

3 1. That the plat of **FOLSOM RIDGE 1ST ADDITION** as an addition to the
4 City of Lincoln, Nebraska, filed in the office of the Planning Department of said
5 City by **Daugherty Construction, Inc.**, a Nebraska corporation, as owner is hereby
6 accepted and approved, and said owner is given the right to plat said **FOLSOM**
7 **RIDGE 1ST ADDITION** as an addition to said City in accordance therewith. Such
8 acceptance and approval are conditioned upon the following:

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

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

20 Third: That said owner shall at its own cost and expense pay for all
21 labor, material, engineering, and inspection costs in connection with the
22 construction of sidewalks in pedestrian way easements as shown on the final plat.
23 The construction shall be completed at the same time that Erica Court within this
24 final plat is paved.

1 Fourth: That said owner shall at its own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the
3 construction of a public water distribution system as shown on the approved
4 preliminary plat. The construction shall be completed within two years following
5 City Council approval of this final plat.

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

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

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

22 Eighth: That said owner shall at its own cost and expense pay for
23 all labor, material, and related costs in connection with the installation of
24 street trees as shown on the approved landscape plan. The planting shall be

1 completed within four years following Planning Commission approval of this final
2 plat.

3 Ninth: 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 street
5 name signs as approved by the Department of Transportation. This installation
6 shall be completed within two years following Planning Commission approval of
7 this final plat.

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

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

15 The owner, its successors and assigns agree:

16 a. To submit to the Director of Public Works for review and
17 approval, a plan showing proposed measures to control sedimentation and erosion,
18 and the proposed method to temporarily stabilize all graded land.

19 b. To protect the remaining trees on the site during construction
20 and development:

21 c. To pay all improvement costs.

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

24 e. To complete the private improvements shown on the approved
25 preliminary plat and community unit plan.

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

9 g. To perpetually maintain the sidewalk in the pedestrian way
10 easement at the cost and expense of either the developer or an established
11 homeowners association.

12 h. To comply with the provisions of the Land Subdivision Ordinance
13 regarding land preparation.

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

16 a. A bond or an approved escrow or security agreement in the
17 sum of \$70,000.00 conditioned upon the strict compliance by said owner with the
18 conditions contained in paragraph designated "First" of Paragraph 1 of this
19 resolution.

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

24 c. A bond or an approved escrow or security agreement in the
25 sum of \$675.00 conditioned upon the strict compliance by said owner with the

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

3 d. A bond or an approved escrow or security agreement in the
4 sum of \$28,400.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
6 resolution.

7 e. A bond or an approved escrow or security agreement in the
8 sum of \$33,600.00 conditioned upon the strict compliance by said owner with the
9 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
10 resolution.

11 f. A bond or an approved escrow or security agreement in the
12 sum of \$30,400.00 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
14 resolution.

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

19 h. A bond or an approved escrow or security agreement in the
20 sum of \$5,161.77 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
22 resolution.

23 i. A bond or an approved escrow or security agreement in the
24 sum of \$345.00 conditioned upon the strict compliance by said owner with the

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

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

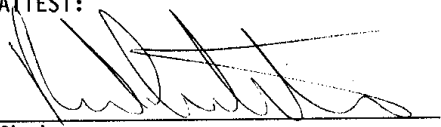
7 The bonds required above shall be subject to approval by the City
8 Attorney. In the event that said owner or its surety shall fail to satisfy the
1 conditions herein set forth within the time specified in this resolution, the
2 City may cause the required work to be performed and recover the cost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

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

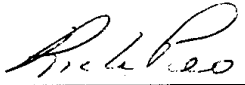
8 The foregoing Resolution was approved by the Lincoln City - Lancaster
9 County Planning Commission on this 1st day of February, 1995.

10 Dated this 1st day of February, 1995.

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 **Daugherty 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 **FOLSOM RIDGE FIRST 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 **FOLSOM RIDGE FIRST 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, 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 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 the lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to complete the private improvements shown on the approved preliminary plat and community unit plan.

6. 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.

7. The Subdivider agrees to perpetually maintain the sidewalk in the pedestrian way easement at the cost and expense of either the developer or an established homeowners association.

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.

Dated this 2 day of February, 1992.

ATTEST:

Jennifer Notlemann
Secretary

DAUGHERTY CONSTRUCTION, INC.
a Nebraska corporation,

Rick G. Daugherty
Rick G. Daugherty, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

Mayor

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 2 day of Feb, 1995, by Rick G. Daugherty of Daugherty Construction, Inc., a Nebraska corporation, on behalf of the corporation.



Richard L. Evans
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 16th day of Feb, 1995, by Mike Johanns, 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:
STATE OF NEBRASKA)

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 Folsom Ridge First Addition and the Agreement
in connection with same.

as passed and approved by the Lincoln City-Lancaster County
Planning Commission on the 1st day of February, 1995,
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 17th day of February, 1995.

Joan E. Ross
Joan E. Ross, Deputy City Clerk



LANCASTER COUNTY, NEB
Dan Nolta
REGISTER OF DEEDS

FEB 23 3 44 PM '95
INST. NO 95 -4508

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Ret to City Clerk