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INST. NO 95

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RESOLUTION NO. PC- 00252

1 A RESOLUTION accepting and approving the plat designated as
2 BARRINGTON PARK 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, Carl R. Schmidt and Vicki A. Schmidt, husband and wife,
7 Hartland Homes, Inc., and Barrington Park Partners, a Nebraska general
8 partnership, owners of a tract of land legally described as:

9 Lots 14 and 15, I.T., located in the Southeast Quarter
10 of Section 10, Township 9 North, Range 7 East of the 6th
11 P.M., Lancaster County, Nebraska, more particularly
12 described as follows:

13 Beginning at the south quarter corner of said Section 10
14 and extending thence north 00 degrees 03 minutes 05
15 seconds west, a distance of 2637.98 feet to the center
16 of said Section 10; thence north 89 degrees 57 minutes
17 17 seconds east, a distance of 1334.08 feet to the
18 northeast corner of the West Half of the Southeast
19 Quarter of said Section 10; thence south 00 degrees 08
20 minutes 06 seconds east, a distance of 2638.95 feet to
21 the southeast corner of the West Half of the Southeast
22 Quarter of said Section 10; thence south 89 degrees 59
23 minutes 46 seconds west, a distance of 1337.94 feet to
24 the south quarter corner of said Section 10, the point
25 of beginning, containing an area of 80.92 acres;

26 have filed said plat in the office of the Planning Department of the City of
27 Lincoln, Nebraska, with a request for approval and acceptance thereof; and

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

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

- 32 1. That the plat of BARRINGTON PARK as an addition to the City of
33 Lincoln, Nebraska, filed in the office of the Planning Department of said City
34 by Carl R. Schmidt and Vicki A. Schmidt, husband and wife, Hartland Homes, Inc.,

1 and Barrington Park Partners, a Nebraska general partnership as owners is hereby
2 accepted and approved, and said owners are given the right to plat said
3 BARRINGTON PARK as an addition to said City in accordance therewith. Such
4 acceptance and approval are conditioned upon the following:

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

12 Second: That said owners shall at their own cost and expense
13 pay for all labor, material, engineering, and inspection costs in connection with
14 the construction of sidewalks along both sides of streets and the north side of
15 Old Cheney Road adjacent to buildable lots as shown on the final plat. The
16 construction shall be completed within four years following Planning Commission
17 approval of this final plat.

18 Third: That said owners shall at their own cost and expense
19 pay for all labor, material, engineering, and inspection costs in connection with
20 the construction of a public water distribution system as shown on the approved
21 preliminary plat. The construction shall be completed within two years following
22 City Council approval of this final plat.

23 Fourth: That said owners shall at their own cost and expense
24 pay for all labor, material, engineering, and inspection costs in connection with
25 the construction of a public wastewater collection system as shown on the

1 approved preliminary plat. The construction shall be completed within two years
2 following Planning Commission approval of this final plat.

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

9 Sixth: That said owners shall at their own cost and expense
10 pay for all labor, material, and related costs in connection with the installa-
11 tion of street trees as shown on the preliminary plat along the streets within
12 this plat and along Old Cheney Road within the buildable lots shown on this plat.
13 The planting shall be completed within four years following Planning Commission
14 approval of this final plat.

15 Seventh: That said owners shall at their own cost and expense
16 pay for all labor, material, and related costs in connection with the installa-
17 tion of a landscape screen as shown on the preliminary plat along Old Cheney Road
18 within the buildable lots shown on this plat. The installation shall be
19 completed within two years following Planning Commission approval of this final
20 plat.

21 Eighth: That said owners shall at their own cost and expense
22 pay for all labor, material, and related costs in connection with the installa-
23 tion of the four street name signs as approved by the Department of Transporta-
24 tion. This installation shall be completed within two years following Planning
25 Commission approval of this final plat.

26 Ninth: That said owners shall at their own cost and expense
27 pay for all labor, material, engineering, and inspection costs in connection with

1 the placing of permanent lot stakes at all corners of all lots and blocks of this
2 final plat. The permanent lot staking shall be completed before construction on
3 or conveyance of any lot shown in this final plat.

4 Tenth: That said owners shall at their own cost and expense
5 pay for all labor, material, engineering, and inspection costs in connection with
6 the removal of the temporary turnarounds. The temporary turnaround shall be
7 removed at the time the street is extended beyond the temporary turnaround.

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

10 The owners, their successors and assigns agree:

11 a. To submit to the Director of Public Works for review and
12 approval a plan showing proposed measures to control sedimentation and erosion
13 and the proposed method to temporarily stabilize all graded land.

14 b. To protect the remaining trees on the site during
15 construction and development.

16 c. To pay all improvement costs, except the City's
17 participation in oversizing utilities and street paving shall be determined in
18 accordance with the Lincoln Municipal Code sections 26.11.090, 26.11.095,
19 26.11.097, and 26.11.110.

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

22 e. To complete the private improvements shown on the
23 preliminary plat, and community unit plan.

24 f. To maintain Outlot "A" on a permanent and continuous
25 basis.

26 g. To comply with the provisions of the Land Subdivision
27 Ordinance regarding land preparation.

1 h. To relinquish direct vehicular access to Old Cheney Road
2 except for the Temporary Public Access Easement.

3 i. To complete the permanent lot and block staking before
4 construction on or conveyance of any lot shown on this final plat.

5 j. To remove the temporary public access easement when South
6 80th Street and Red Oak Road are connected to Old Cheney Road.

7 k. To install the temporary public access road located
8 between Red Oak Road and Old Cheney Road at the same time as Red Oak Road is
9 constructed, maintain it, remove snow from it, have sole liability for it, and
10 remove it when So. 80th Street and Red Oak Road are connected to Old Cheney Road.

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

19 3. That said owners shall, prior to adoption of this resolution,
20 execute and deliver to the City of Lincoln:

21 a. A bond or an approved escrow or security agreement in the
22 sum of \$108,000.00 conditioned upon the strict compliance by said owners with the
23 conditions contained in paragraph designated "First" of Paragraph 1 of this
24 resolution.

25 b. A bond or an approved escrow or security agreement in the
26 sum of \$28,800.00 conditioned upon the strict compliance by said owners with the

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

3 c. A bond or an approved escrow or security agreement in the
4 sum of \$38,000.00 conditioned upon the strict compliance by said owners with the
5 conditions contained in paragraph designated "Third" of Paragraph 1 of this
6 resolution.

7 d. A bond or an approved escrow or security agreement in the
8 sum of \$51,000.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
10 resolution.

11 e. A bond or an approved escrow or security agreement in the
12 sum of \$7,000.00 conditioned upon the strict compliance by said owners with the
13 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
14 resolution.

15 f. A bond or an approved escrow or security agreement in the
16 sum of \$9,680.00 conditioned upon the strict compliance by said owners with the
17 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
18 resolution.

19 g. A bond or an approved escrow or security agreement in the
20 sum of \$2,750.00 conditioned upon the strict compliance by said owners with the
21 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
22 resolution.

23 h. A bond or an approved escrow or security agreement in the
24 sum of \$460.00 conditioned upon the strict compliance by said owners with the
25 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
26 resolution.

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

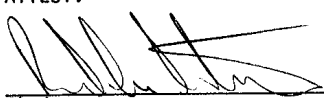
5 j. A bond or an approved escrow or security agreement in the
6 sum of \$500.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
8 resolution.

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

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

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

10 Dated this 8th day of November, 1995.

ATTEST:

Chairman

Approved as to Form & Legality:

[Handwritten Signature]

City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Carl R. Schmidt and Vicki A. Schmidt, husband and wife, Hartland Homes, Inc., a Nebraska corporation, and Barrington Park Partners, a Nebraska general partnership 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 BARRINGTON PARK; 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 BARRINGTON PARK, 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, except the City's participation in oversizing utilities and street paving shall be determined in accordance with the Lincoln Municipal Code sections 26.11.090, 26.11.095, 26.11.097, and 26.11.110.
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 Outlot "A" on a permanent and continuous basis.

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

8. The Subdivider agrees to relinquish direct vehicular access to Old Cheney Road except for the Temporary Public Access Easement.

9. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

10. The Subdivider agrees to remove the temporary public access easement when South 80th Street and Red Oak Road are connected to Old Cheney Road.

11. The Subdivider agrees to install the temporary public access road located between Red Oak Road and Old Cheney Road at the same time as Red Oak Road is constructed, maintain it, remove snow from it, have sole liability, and remove it when So. 80th Street and Red Oak Road are connected to Old Cheney Road.

12. 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.

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

Dated this 8 day of NOV, 1995.

Patrick L. Mooberry
Witness

Carl R. Schmidt
Carl R. Schmidt

Patrick L. Mooberry
Witness

Vicki A. Schmidt
Vicki A. Schmidt

ATTEST:

HARTLAND HOMES, INC.,
a Nebraska corporation,

Susan Krejdl
Secretary

Duane L. Hartman
Duane L. Hartman, President

BARRINGTON PARK PARTNERS,
a Nebraska general partnership,

Melissa C. Wilson
Witness

Patrick Mooberry
Patrick Mooberry, Partner

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

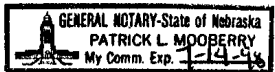
Kevin M. Magee
City Clerk

Mayor
Mayor

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

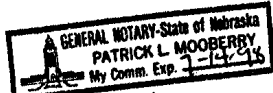
The foregoing instrument was acknowledged before me this 8 day of Nov, 1995, by Carl R. Schmidt.

Patrick L. Mooberry
Notary Public



STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

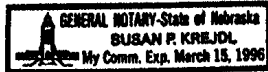
The foregoing instrument was acknowledged before me this 8 day of NOV, 1995, by Vicki A. Schmidt.



Patrick L. Mooberry
Notary Public

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

The foregoing instrument was acknowledged before me this 7 day of November, 1995, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.



Susan P. Krejdl
Notary Public

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

The foregoing instrument was acknowledged before me this 8 day of NOV, 1995, by Patrick Mooberry, partner of Barrington Park Partners, a Nebraska general partnership.



Melissa C. Wilson
Notary Public

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

The foregoing instrument was acknowledged before me this 21st day of November, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



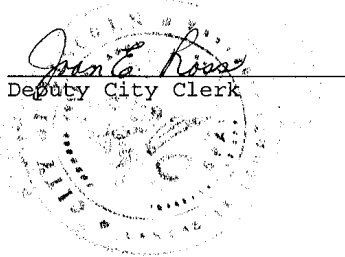
Teresa J. Meier
Notary Public

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 **Barrington Park Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **November 8, 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 28 day of November, 1995.

The seal of the City of Lincoln, Nebraska, is circular and features a central figure, possibly a Native American, surrounded by the words "CITY OF LINCOLN, NEBRASKA".
Joan E. Ross
Deputy City Clerk

*Ret. to
City Clerk*