

INST. NO 97

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BOOK NO 13
HARTHOMES EAST
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RESOLUTION NO. PC- 00347

1 A RESOLUTION accepting and approving the plat designated as HARTLAND
2 HOMES EAST 2ND ADDITION as an addition to the City of Lincoln, filed in the
3 office 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, Hartland Homes, Inc., a Nebraska corporation, owner of a
7 tract of land legally described as:

8 Outlot "B", Hartland Homes East 1st Addition located in
9 the Southeast Quarter of Section 10, Township 9 North,
10 Range 7 East of the 6th P.M., Lancaster County,
11 Nebraska, more particularly described as follows:

12 Commencing at the southwest corner of said Southeast
13 Quarter and extending north 00 degrees 03 minutes 05
14 seconds west along the west line of said Southeast
15 Quarter, 1,005.00 feet to the point of beginning; thence
16 continuing north 00 degrees 03 minutes 05 seconds west,
17 1,337.98 feet to the northwest corner of said Southeast
18 Quarter; thence north 89 degrees 57 minutes 17 seconds
19 east, 1,334.08 feet to the northeast corner of the West
20 Half of said Southeast Quarter; thence south 00 degrees
21 08 minutes 06 seconds east along the east line of said
22 West Half, 1,337.56 feet; thence south 89 degrees 57
23 minutes 17 seconds west, 405.96 feet; thence south 00
24 degrees 00 minutes 14 seconds east, 1,251.39 feet to a
25 point 50.00 feet north of the south line of said Section
26 10; thence south 89 degrees 59 minutes 46 seconds west
27 along a line parallel with and 50.00 feet north of the
28 south line of said Section 10, 181.00 feet; thence north
29 00 degrees 00 minutes 14 seconds west, 1,019.00 feet;
30 thence north 17 degrees 34 minutes 03 seconds east,
31 62.94 feet; thence 00 degrees 00 minutes 14 seconds
32 west, 110.00 feet; thence north 51 degrees 42 minutes 48
33 seconds west, 24.21 feet; thence north 00 degrees 00
34 minutes 14 seconds west, 322.62 feet; thence south 89
35 degrees 56 minutes 56 seconds west, 268.30 feet; thence
36 north 87 degrees 25 minutes 28 seconds west, 60.06 feet;
37 thence south 89 degrees 56 minutes 56 seconds west,
38 120.00 feet; thence south 00 degrees 03 minutes 04
39 seconds east, 300.00 feet; thence south 89 degrees 56

1 minutes 56 seconds west, 120.00 feet; thence north 70
2 degrees 33 minutes 02 seconds west, 63.65 feet; thence
3 south 89 degrees 56 minutes 56 seconds west, 121.00 feet
4 to the point of beginning; containing 43.36 acres;

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

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

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

11 1. That the plat of **HARTLAND HOMES EAST 2ND ADDITION** as an addition
12 to the City of Lincoln, Nebraska, filed in the office of the Planning Department
13 of said City by **Hartland Homes, Inc.**, a Nebraska corporation, as owner is hereby
14 accepted and approved, and said owner is given the right to plat said **HARTLAND**
15 **HOMES EAST 2ND ADDITION** as an addition to said City in accordance therewith.

16 Such acceptance and approval are conditioned upon the following:

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

23 Second: That said owner shall at its own cost and expense pay
24 for all labor, material, engineering, and inspection costs in connection with the
25 placing of temporary turnarounds and barricades located at the temporary dead-end

1 of Grand Oaks Drive. The construction shall be completed within two years
2 following Planning Commission approval of this final plat.

3 Third: That said owner shall at its own cost and expense pay
4 for all labor, material, engineering, and inspection costs in connection with the
5 construction of sidewalks along both sides of the streets shown on the final plat
6 and along the north side of Old Cheney Road. The construction shall be completed
7 within four years following Planning Commission approval of this final plat.

8 Fourth: That said owner shall at its own cost and expense pay
9 for all labor, material, engineering, and inspection costs in connection with the
10 construction of the sidewalk in the pedestrian way easement in Lot 15, Block 4
11 as shown on the final plat. The construction shall be completed at the same time
12 that South 80th Street within this final plat is paved.

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

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

23 Seventh: That said owner shall at its own cost and expense pay
24 for all labor, material, engineering, and inspection costs in connection with the
25 construction of drainage facilities as shown on the approved drainage study. The

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

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

13 Tenth: That said owner shall at its own cost and expense pay
14 for all labor, material, and related costs in connection with the installation
15 of a landscape screen along Old Cheney Road as shown on the approved landscape
16 plan. The installation shall be completed within two years following the
17 approval of this final plat.

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

23 Twelfth: That said owner shall at its own cost and expense pay
24 for all labor, material, engineering, and inspection costs in connection with the
25 removal of the temporary turnaround at the east end of Grand Oaks Drive. The

1 temporary turnaround(s) shall be removed at the time the street is extended
2 beyond the temporary turnaround.

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

5 The owner, its successors and assigns agree:

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

9 b. To protect the remaining trees on the site during
10 construction and development.

11 c. To pay all improvement costs, except the City
12 participation in oversizing utilities and street paving shall be determined in
13 accordance with Lincoln Municipal Code Sections 26.11.090, 26.11.095, 26.11.097,
14 and 26.11.110.

15 d. To complete the private improvements shown on the
16 preliminary plat/community unit plan.

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

1 f. To relinquish the right of direct vehicular access to Old
2 Cheney Road, except at 80th Street.

3 g. To comply with the provisions of the Land Subdivision
4 Ordinance regarding land preparation.

5 h. To perpetually maintain the sidewalk in the pedestrian
6 way easement on Lot 15, Block 4 at their own cost and expense.

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

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

11 a. A bond or an approved escrow or security agreement in the
12 sum of \$274,000.00 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraphs designated "First" and "Second" of Paragraph
14 1 of this resolution.

15 b. A bond or an approved escrow or security agreement in the
16 sum of \$40,500.00 conditioned upon the strict compliance by said owner with the
17 conditions contained in paragraph designated "Third" of Paragraph 1 of this
18 resolution.

19 c. A bond or an approved escrow or security agreement in the
20 sum of \$950.00 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
22 resolution.

23 d. A bond or an approved escrow or security agreement in the
24 sum of \$83,700.00 conditioned upon the strict compliance by said owner with the

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

3 e. A bond or an approved escrow or security agreement in the
4 sum of \$86,000.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
6 resolution.

7 f. A bond or an approved escrow or security agreement in the
8 sum of \$27,400.00 conditioned upon the strict compliance by said owner with the
9 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
10 resolution.

11 g. A bond or an approved escrow or security agreement in the
12 sum of \$26,000.00 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
14 resolution.

15 h. A bond or an approved escrow or security agreement in the
16 sum of \$22,487.50 conditioned upon the strict compliance by said owner with the
17 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
18 resolution.

19 i. A bond or an approved escrow or security agreement in the
20 sum of \$931.00 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
22 resolution.

23 j. A bond or an approved escrow or security agreement in the
24 sum of \$900.00 conditioned upon the strict compliance by said owner with the

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

3 k. A bond or an approved escrow or security agreement in the
4 sum of \$600.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Twelfth" 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
9 conditions herein set forth within the time specified in this resolution, the
10 City may cause the required work to be performed and recover the cost thereof
11 from said owner and its surety.

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

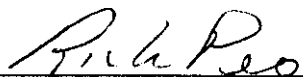
17 The foregoing Resolution was approved by the Lincoln City - Lancaster
18 County Planning Commission on this 12 day of February, 1997.

19 Dated this 12 day of February, 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 **HARTLAND HOMES, 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 **HARTLAND HOMES EAST 2ND 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 **HARTLAND HOMES EAST 2ND 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, except the City participation in oversizing utilities and street paving shall be determined in accordance with Lincoln Municipal Code Sections 26.11.090, 26.11.095, 26.11.097, and 26.11.110.

4. The Subdivider agrees to complete the private improvements shown on the preliminary plat/community unit plan.

5. The Subdivider agrees to relinquish the right of direct vehicular access to Old Cheney Road, except at 80th Street.

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

7. The Subdivider agrees to perpetually maintain the sidewalk in the pedestrian way easement on Lot 15, Block 4 at their own cost and expense.

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

9. 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.

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

Dated this 10th day of Feb, 1997.

HARTLAND HOMES, INC.,
a Nebraska corporation,

[Signature]
Witness

[Signature]
Duane Hartman, President

ATTEST:

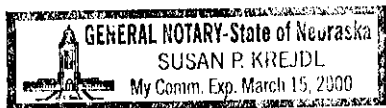
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature]
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10 day of February, 1997, by Duane Hartman, President of Hartland Home, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18th day of Feb., 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Signature]
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 **Hartland Homes East 2nd Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **February 12, 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 27th day of February, 1997.

Joan E. Ross
Deputy City Clerk

Return to City Clerk