

LANCASTER COUNTY, NE.
Don Natta
REGISTER OF DEEDS

JAN 9 3 26 PM '98

INST. NO 98

001184

6/50

BLOCK 12
CODE
HAYOEAZ
BAPPA CHECKED
ENTERED
EDITED
X

RESOLUTION NO. PC-00405

1 A RESOLUTION accepting and approving the plat designated as HARTLAND
2 HOMES EAST 3RD 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, and Barrington
7 Park Partners, a Nebraska general partnership, owners of a tract of land legally
8 described as:

9 Outlot "A", Hartland Homes East 2nd Addition, Outlot
10 "A", Block 5, and Outlot "B", Barrington Park 1st
11 Addition, located in the Southeast Quarter of Section
12 10, Township 9 North, Range 7 East of the 6th P.M.,
13 Lancaster County, Nebraska, more particularly described
14 as follows:

15 Beginning at the center of said Section 10 and extending
16 north 89 degrees 57 minutes 17 seconds east, 930.87
17 feet; thence south 00 degrees 02 minutes 43 seconds
18 east, 185.00 feet; thence north 89 degrees 57 minutes 17
19 seconds east, 95.50 feet; thence south 00 degrees 08
20 minutes 06 seconds east, 517.18 feet; thence south 27
21 degrees 36 minutes 15 seconds west, 33.90 feet; thence
22 south 39 degrees 51 minutes 54 seconds west, 399.39
23 feet; thence south 13 degrees 52 minutes 48 seconds
24 west, 24.05 feet; thence south 89 degrees 56 minutes 56
25 seconds west, 268.30 feet; thence north 87 degrees 25
26 minutes 28 seconds west, 60.06 feet; thence south 89
27 degrees 56 minutes 56 seconds west, 120.00 feet; thence
28 south 00 degrees 03 minutes 04 seconds east, 360.00
29 feet; thence south 89 degrees 56 minutes 56 seconds
30 west, 120.00 feet; thence north 00 degrees 03 minutes 04
31 seconds west, 60.00 feet; thence north 67 degrees 34
32 minutes 47 seconds west, 64.93 feet; thence south 00
33 degrees 03 minutes 04 seconds east, 85.00 feet; thence
34 south 89 degrees 56 minutes 56 seconds west, 121.00
35 feet; thence north 00 degrees 03 minutes 04 seconds
36 west, 1419.41 feet to the point of beginning, containing
37 an area of 25.82 acres;

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

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

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

7 1. That the plat of **HARTLAND HOMES EAST 3RD ADDITION** as an addition
8 to the City of Lincoln, Nebraska, filed in the office of the Planning Department
9 of said City by **Hartland Homes, Inc, a Nebraska corporation, and Barrington Park**
10 **Partners, a Nebraska general partnership,** as owners is hereby accepted and
11 approved, and said owners are given the right to plat said **HARTLAND HOMES EAST**
12 **3RD ADDITION** as an addition to said City in accordance therewith. Such
13 acceptance and approval are conditioned upon the following:

14 First: That said owners shall at their own cost and expense
15 pay for all labor, material, engineering, and inspection costs in connection with
16 the construction of street improvements, including the grading, paving, and
17 installation of curb and gutter, curb inlets, and storm drain laterals for all
18 streets as shown on the approved final plat except, that the City shall subsidize
19 the street paving cost in the amount of \$9,995.00 for the oversized paving in
20 Glynoaks Drive. The construction shall be completed within two years following
21 Planning Commission approval of this final plat.

22 Second: That said owners shall at their own cost and expense
23 pay for all labor, material, engineering, and inspection costs in connection with
24 the construction of sidewalks as shown on the final plat. The construction shall
25 be completed within four years following Planning Commission approval of this
26 final plat.

1 Third: That said owners shall at their own cost and expense
2 pay for all labor, material, engineering, and inspection costs in connection with
3 the construction of sidewalks in the pedestrian way easement on Lot 13, Block 6
4 as shown on the final plat. The construction shall be completed at the same time
5 that Patmore Road within this final plat is paved.

6 Fourth: That said owners shall at their own cost and expense
7 pay for all labor, material, engineering, and inspection costs in connection with
8 the construction of a public water distribution system as shown on the approved
9 preliminary plat except, that the City shall subsidize the cost of installatin of
10 water mains in the amount of \$5,500.00 for the oversized water mains in Glynoaks
11 Drive. The construction shall be completed within two years following Planning
12 Commission approval of this final plat.

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

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

23 Seventh: 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 installation of an ornamental street lighting system as required by the
26 preliminary plat for all streets shown on this final plat. The construction

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

3 Eighth: That said owners shall at their own cost and expense
4 pay for all labor, material, and related costs in connection with the
5 installation of street trees as shown on this plat. The planting shall be
6 completed within four years following Planning Commission approval of this final
7 plat.

8 Ninth: That said owners shall at their own cost and expense
9 pay for all labor, material, and related costs in connection with the
10 installation of street name signs as approved by the Public Works Department.
11 This installation shall be completed within two years following Planning
12 Commission approval of this final plat.

13 Tenth: That said owners shall at their own cost and expense
14 pay for all labor, material, engineering, and inspection costs in connection with
15 the placing of permanent lot stakes at all corners of all lots and blocks of this
16 final plat. The permanent lot staking shall be completed before construction on
17 or conveyance of any lot shown in this final plat.

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

20 The owners, their successors and assigns agree:

21 a. To submit to the director of Public Works for review and
22 approval a plan showing proposed measures to control sedimentation and erosion
23 and the proposed method to temporarily stabilize all graded land.

24 b. To protect the remaining trees on the site during
25 construction and development.

26 c. To pay all improvement costs.

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

3 e. To complete the private improvements shown on the
4 preliminary plat and community unit plan.

5 f. To comply with the provisions of the Land Subdivision
6 Ordinance regarding land preparation.

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

15 h. To perpetually maintain the sidewalk in the pedestrian
16 way easement on Lot 13, Block 6 at their own cost and expense.

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

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 \$296,600.00 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 \$55,000.00 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 \$950.00 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 \$109,000.00 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 \$110,300.00 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 \$62,000.00 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 \$29,500.00 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 \$28,444.00 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 \$690.00 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 \$4,750.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
8 resolution.

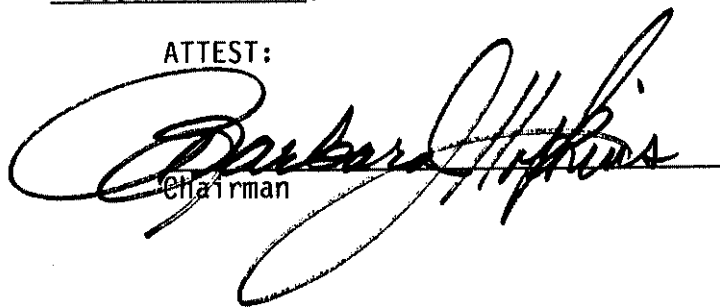
9 The bonds required above shall be subject to approval by the City
10 Attorney. In the event that said owners or their surety shall fail to satisfy
11 the conditions herein set forth within the time specified in this resolution, the
12 City may cause the required work to be performed and recover the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

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

19 The foregoing Resolution was approved by the Lincoln City - Lancaster
20 County Planning Commission on this 17 day of December, 1997.

21 Dated this 17 day of December, 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, 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 HARTLAND HOMES EAST 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 HARTLAND HOMES EAST 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 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 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 perpetually maintain the sidewalk in the pedestrian way easement on Lot 13, Block 6 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.

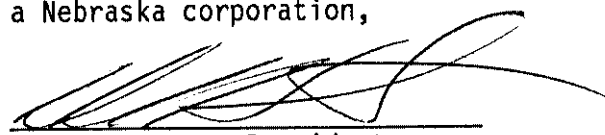
9. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible 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 3 day of December, 1997.

HARTLAND HOMES, INC.,
a Nebraska corporation,

Witness


Duane Hartman, President

Jack Turra
Witness

BARRINGTON PARK PARTNERS,
a Nebraska general partnership,
Patrick J. Mooberry
Patrick Mooberry, Partner

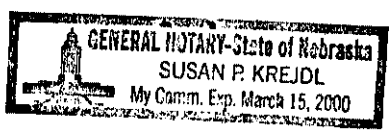
ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation
[Signature]
Mayor

[Signature]
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

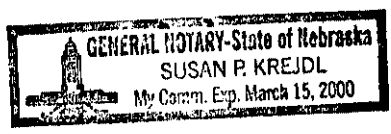
The foregoing instrument was acknowledged before me this 3 day of December, 1997, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.



Susan P. Krejdl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3 day of December, 1997, by Patrick Mooberry, Partner, on behalf of Barrington Park Partners, a Nebraska general partnership.

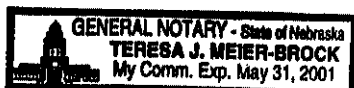


Susan P. Krejdl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of January, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Teresa J. Meier Brock
Notary Public

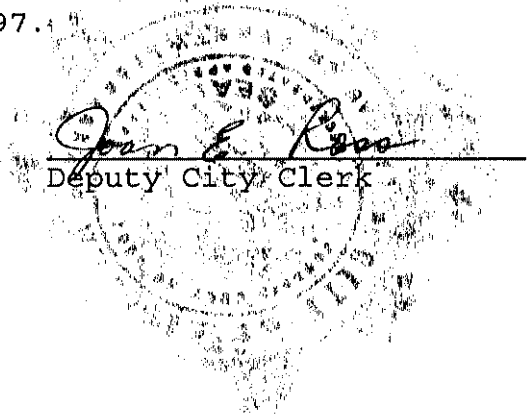


C E R T I F I C A T E

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 3rd Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **December 17, 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 7th day of January, 1997.



Ret to City Clerk