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LANCASTER COUNTY, NE

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RESOLUTION NO. PC- 00817

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

6 WHEREAS, **Hartland Homes, Inc., a Nebraska corporation**, owner of a tract  
 7 of land legally described as:

8 Outlot "A", Hartland's Cardinal Heights 2nd Addition, located in  
 9 the Southwest Quarter of Section 18, Township 10 North, Range  
 10 6 East of the 6th P.M., Lancaster County, Nebraska, more  
 11 particularly described as follows:

12 Beginning at the northwest corner of said Outlot "A" and  
 13 extending thence north 89 degrees 26 minutes 11 seconds east,  
 14 299.16 feet; thence south 00 degrees 28 minutes 55 seconds  
 15 east, 103.58 feet; thence south 18 degrees 24 minutes 09  
 16 seconds west, 63.41 feet; thence south 00 degrees 00 minutes  
 17 00 seconds west, 997.18 feet; thence south 05 degrees 46  
 18 minutes 16 seconds west, 60.36 feet; thence south 00 degrees  
 19 27 minutes 40 seconds east, 100.00 feet; thence south 89  
 20 degrees 32 minutes 20 seconds west, 274.74 feet; thence north  
 21 00 degrees 00 minutes 00 seconds east, 1320.25 feet to the  
 22 point of beginning containing 8.53 acres, more or less

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

25 WHEREAS, the preliminary plat of Cardinal Heights 1st Addition was approved  
 26 upon condition that the owner agree to relinquish access from the subdivision to N.W. 56th  
 27 Street until such time as N.W. 56th Street is paved; and

Teresa City Clerk

1                   WHEREAS, owner has requested the City to modify such requirement to allow  
2 access from this final plat to N.W. 56th Street provided N.W. 56th Street is paved within six  
3 months following approval of this final plat; and

4                   WHEREAS, the City of Lincoln is agreeable to said modification; 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 **HARTLAND'S CARDINAL HEIGHTS 3RD ADDITION**  
10 as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department  
11 of said City by **Hartland Homes, Inc., a Nebraska corporation**, as owner is hereby  
12 accepted and approved, and said owner is given the right to plat said **HARTLAND'S**  
13 **CARDINAL HEIGHTS 3RD ADDITION** as an addition to said City in accordance therewith.  
14 Such acceptance and approval are conditioned upon the following:

15                               First: That said owner shall at its own cost and expense pay for all labor,  
16 material, engineering, and inspection costs in connection with the construction of street  
17 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,  
18 and storm drain laterals for N.W. 56th Street, as shown on the approved final plat. The  
19 construction shall be completed within six months following Planning Commission approval  
20 of this final plat.

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

1 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,  
2 and storm drain laterals for N.W. 55th Street, W. Redberry Lane, and W. Partridge Lane as  
3 shown on the approved final plat. The construction shall be completed within two years  
4 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 sidewalks  
7 along both sides of N.W. 55th Street, W. Redberry Lane, and W. Partridge Lane as shown on  
8 the final plat. The construction shall be completed within four years following Planning  
9 Commission approval of this final plat.

10 Fourth: That said owner shall at its own cost and expense pay for all  
11 labor, material, engineering, and inspection costs in connection with the construction of  
12 sidewalks along the east side of N.W. 56th Street as shown on the final plat. The construction  
13 shall be completed within four years following Planning Commission approval of this final plat.

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

18 Sixth: That said owner shall at its own cost and expense pay for all labor,  
19 material, engineering, and inspection costs in connection with the construction of a public  
20 wastewater collection system as shown on the approved preliminary plat. The construction  
21 shall be completed within two 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, engineering, and inspection costs in connection with the installation of an  
3 ornamental street lighting system as required by the preliminary plat along N.W. 55th Street,  
4 W. Partridge Lane and W. Redberry Lane as shown on this final plat. The construction shall  
5 be completed within two years following Planning Commission approval of this final plat.

6                   Eighth: That said owner shall at its own cost and expense pay for all  
7 labor, material, and related costs in connection with the installation of street trees along N.W.  
8 55th Street, W. Partridge Lane and W. Redberry Lane as shown on approved landscape plan.  
9 The planting shall be completed within four years following Planning Commission approval of  
10 this final plat.

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

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

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

22                   The owner, its successors and assigns agree:

- 1 a. To submit to the Director of Public Works an erosion control plan.
- 2 b. To protect the remaining trees on the site during construction and
- 3 development.
- 4 c. To pay all improvement costs.
- 5 d. To submit to lot buyers and home builders a copy of the soil
- 6 analysis.
- 7 e. To continuously and regularly maintain street trees and landscape
- 8 screens along N.W. 56th Street.
- 9 f. To relinquish the right of direct vehicular access from Lots 1 - 28,
- 10 Block 2, and Lot 1, Block 4, to N.W. 56th Street.
- 11 g. To maintain the outlots and private improvements on a permanent
- 12 and continuous basis. However, the owner may be relieved and discharged of this
- 13 maintenance obligation upon creating in writing a permanent and continuous association of
- 14 property owners who would be responsible for said permanent and continuous maintenance.
- 15 The owner shall not be relieved of such maintenance obligation until the document or
- 16 documents creating said property owners association have been reviewed and approved by
- 17 the City Attorney and filed of record with the Register of Deeds.
- 18 h. To comply with the provisions of the Land Subdivision Ordinance
- 19 regarding land preparation.
- 20 3. That said owner shall, prior to adoption of this resolution, execute and
- 21 deliver to the City of Lincoln:

- 1                   a.     A bond or an approved escrow or security agreement in the sum  
2 of \$134,400.00 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 \$50,800.00 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 \$37,500.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Third" of Paragraph 1 of this resolution.
- 10                  d.     A bond or an approved escrow or security agreement in the sum  
11 of \$16,000.00 conditioned upon the strict compliance by said owner with the conditions  
12 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.
- 13                  e.     A bond or an approved escrow or security agreement in the sum  
14 of \$42,100.00 conditioned upon the strict compliance by said owner with the conditions  
15 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.
- 16                  f.     A bond or an approved escrow or security agreement in the sum  
17 of \$59,600.00 conditioned upon the strict compliance by said owner with the conditions  
18 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.
- 19                  g.     A bond or an approved escrow or security agreement in the sum  
20 of \$12,000.00 conditioned upon the strict compliance by said owner with the conditions  
21 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 \$17,600.00 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 \$345.00 conditioned upon the strict compliance by said owner with the conditions  
6 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

7 j. A bond or an approved escrow or security agreement in the sum  
8 of \$4,350.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.


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

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

18 The foregoing Resolution was approved by the Lincoln City - Lancaster County  
19 Planning Commission on this 25th day of June, 2003.

20 Dated this 25th day of June, 2003.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
\_\_\_\_\_  
Chief 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'S CARDINAL 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 **HARTLAND'S CARDINAL 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 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
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens along N.W. 56th Street.

6. The Subdivider agrees to relinquish the right of direct vehicular access from Lots 1 - 28, Block 2, and Lot 1, Block 4, to N.W. 56th Street.

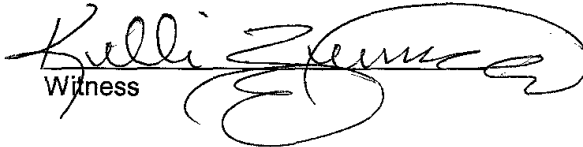
7. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible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

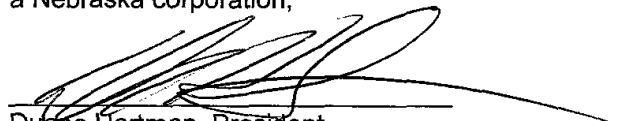
8. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

Dated this 19 day of June, 2003.

HARTLAND HOMES, INC.  
a Nebraska corporation,


  
Witness

  
Duane Hartman, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

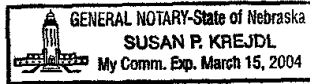
Jean G.  
City Clerk



Coleen J. Seng  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

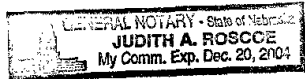
The foregoing instrument was acknowledged before me this 19 day of June, 2003, by Duane Hartman, President, Hartland Homes, Inc., a Nebraska corporation.



Susan P. Krejdl  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 2nd day of July, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe  
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 19th day of June, 2003.

# 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 **HARTLAND'S CARDINAL HEIGHTS 3<sup>RD</sup> ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **June 25, 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 18<sup>th</sup> day of July, 2003.

