

Dan Galte

REGISTER OF DEEDS

2002 AUG -6 P 2:51

LANCASTER COUNTY, NE

\$105.50

INST NO 2002

051928

BLOCK
CODE
CHECKED
ENTERED
EDITED

20025359

RESOLUTION NO. PC- 00753

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

5 WHEREAS, **Stone Bridge Creek L.L.C., a Nebraska limited liability company,**
 6 owner of a tract of land legally described as:

7 ^{*NO DEEDS*}
 8 Lots 31, 20, 3, and 17, Irregular Tracts, the West Half of the
 9 Northwest Quarter, and Lot 45 Irregular Tract, all located in the
 10 Northwest Quarter, the Northeast Quarter, and the Southwest
 11 Quarter of Section 36, Township 11 North, Range 6 East of the
 12 6th P.M., Lancaster County, Nebraska, and more fully
 described by metes and bounds as follows:

13 Referring to the northwest corner of said Section 36; thence
 14 south 89 degrees 28 minutes 59 seconds east (an assumed
 15 bearing), a distance of 33.00 feet, to a point on the east right-
 16 of-way line of North 14th Street and the point of beginning;
 17 thence south 89 degrees 28 minutes 59 seconds east, a
 18 distance of 1847.59 feet; thence south 00 degrees 31 minutes
 19 01 seconds east, a distance of 220.00 feet; thence south 44
 20 degrees 28 minutes 59 seconds east, a distance of 84.85 feet;
 21 thence south 89 degrees 28 minutes 59 seconds east, a
 22 distance of 425.00 feet; thence north 00 degrees 31 minutes
 23 01 seconds east, a distance of 279.79 feet to a point on the
 24 north line of Lot 17; thence south 89 degrees 28 minutes 59
 25 seconds east on said line, a distance of 280.00 feet; thence
 26 south 89 degrees 31 minutes 31 seconds east on the north line
 27 of said Lot 20, a distance of 1902.51 feet to a point on the
 28 westerly right-of-way line of Interstate 80 and the east line of

*P LITOKA L44 NW 1/4
L45 SW 1/4*

1 feet; thence south 29 degrees 32 minutes 55 seconds west, a
2 distance of 11.10 feet; thence south 38 degrees 46 minutes 00
3 seconds west, a distance of 407.50 feet; thence north 55
4 degrees 40 minutes 46 seconds west, a distance of 338.45
5 feet; thence north 89 degrees 49 minutes 22 seconds west, a
6 distance of 787.53 feet; thence north 19 degrees 20 minutes
7 16 seconds west, a distance of 126.70 feet; thence south 70
8 degrees 39 minutes 44 seconds west, a distance of 66.00 feet;
9 thence south 19 degrees 20 minutes 16 seconds east, a
10 distance of 154.59 feet to the point of curvature of a curve to
11 the left, having a central angle of 36 degrees 37 minutes 03
12 seconds, a radius of 267.00 feet, an arc length of 170.64 feet,
13 a chord length of 167.75 feet and a chord bearing south 01
14 degrees 01 minutes 45 seconds east; thence on said curve, a
15 distance of 170.64 feet to the point of tangency; thence north
16 89 degrees 47 minutes 10 seconds west, a distance of
17 1232.29 feet, to a point on the east right-of-way line of North
18 14th Street; thence north 00 degrees 12 minutes 50 seconds
19 east, on said line, a distance of 354.28 feet; thence north 00
20 degrees 21 minutes 14 seconds east, a distance of 2646.75
21 feet to the point of beginning and containing a calculated area
22 of 228.347 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, it is for the convenience of the inhabitants of said City and for the public
26 that said plat be approved and accepted as filed.

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

29 1. That the plat of **STONE BRIDGE CREEK ADDITION** as an addition to the City
30 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Stone**
31 **Bridge Creek L.L.C., a Nebraska limited liability company**, as owner is hereby accepted
32 and approved, and said owner is given the right to plat said **STONE BRIDGE CREEK**
33 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
34 approval are conditioned upon the following:

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

7 Second: That said owner shall at its own cost and expense pay for all labor,
8 material, engineering, and inspection costs in connection with the construction of sidewalks
9 along both sides of N. 51st Street, Salida Drive, and Whitewater Lane, both sides of a
10 portion of Humphrey Avenue as it abuts the residential area, and along the south side of
11 Humphrey Avenue as it abuts Lots 1 and 2, Block 5, and Lot 45 I.T., as shown on the final
12 plat. The construction shall be completed within four years following Planning Commission
13 approval of this final plat.

14 Third: 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
17 shall be completed within two years following Planning Commission approval of this final
18 plat.

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

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

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

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

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

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

22 Tenth: That said owner shall at own cost and expense pay for all labor,
23 material, engineering, and inspection costs in connection with the placing of permanent lot

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

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

6 The owner, its successors and assigns agree:

- 7 a. To submit to the director of Public Works an erosion control plan.
- 8 b. To protect the remaining trees on the site during construction and
9 development.
- 10 c. To pay all improvement costs except those costs as approved in the
11 signed annexation agreement.
- 12 d. To submit to lot buyers and home builders a copy of the soil analysis.
- 13 e. To continuously and regularly maintain street trees and landscape
14 screens planted on private property. However, the Subdivider may be relieved and
15 discharged of this maintenance obligation upon incorporating such maintenance
16 obligations in permanent covenants and restrictions in deeds to such private property. The
17 Subdivider shall not be relieved of such maintenance obligations until the permanent
18 covenants and restrictions in deeds have been reviewed and approved by the City Attorney
19 and filed of record with the Register of Deeds.
- 20 f. To complete the private improvements shown on the preliminary plat
21 and community unit plan.
- 22 g. To maintain the outlots, private improvements, and plants in the
23 medians and islands, on a permanent and continuous basis. However, the owner may be

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

7 h. To relinquish the right of direct vehicular access from all lots to N. 14th
8 Street, Humphrey Avenue and Alvo Road, except for the future multi-family area.

9 i. To perpetually maintain the sidewalks in the pedestrian way
10 easements at their own cost and expense.

11 j. To comply with the provisions of the Land Subdivision Ordinance
12 regarding land preparation.

13 k. To complete the permanent lot and block staking before construction
14 on or conveyance of any lot shown on this final plat.

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

17 a. A bond or an approved escrow or security agreement in the sum of
18 \$1,006,500.00 conditioned upon the strict compliance by said owner with the conditions
19 contained in paragraph designated "First" of Paragraph 1 of this resolution.

20 b. A bond or an approved escrow or security agreement in the sum of
21 \$120,800.00 conditioned upon the strict compliance by said owner with the conditions
22 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

1 c. A bond or an approved escrow or security agreement in the sum of
2 \$663,450.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

4 d. A bond or an approved escrow or security agreement in the sum of
5 \$531,900.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

7 e. A bond or an approved escrow or security agreement in the sum of
8 \$200,200.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

10 f. A bond or an approved escrow or security agreement in the sum of
11 \$134,800.00 conditioned upon the strict compliance by said owner with the conditions
12 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

13 g. A bond or an approved escrow or security agreement in the sum of
14 \$29,040.00 conditioned upon the strict compliance by said owner with the conditions
15 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

16 h. A bond or an approved escrow or security agreement in the sum of
17 \$11,610.00 conditioned upon the strict compliance by said owner with the conditions
18 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

19 i. A bond or an approved escrow or security agreement in the sum of
20 \$690.00 conditioned upon the strict compliance by said owner with the conditions
21 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

1 j. A bond or an approved escrow or security agreement in the sum of
2 \$6,200.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

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

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

12 The foregoing Resolution was approved by the Lincoln City - Lancaster County
13 Planning Commission on this 10th day of July, 2002.

14 Dated this 10th day of July, 2002.

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 **Stone Bridge Creek L.L.C., a Nebraska limited liability company**, 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 **STONE BRIDGE CREEK 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 **STONE BRIDGE CREEK 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 except those costs as approved in the signed annexation agreement.
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.

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

7. The Subdivider agrees to relinquish the right of direct vehicular access from all lots to N. 14th Street, Humphrey Avenue and Alvo Road, except for the future multi-family area.

8. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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

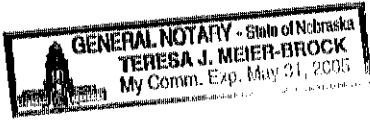
10. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

11. The Subdivider agrees to maintain the outlots, private improvements, and plants in the medians and islands, 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.

12. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens planted on private property. However, the Subdivider may

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of July, 2002, by Don Wesely, 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, Teresa J. Meier-Brock, 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 **Stone Bridge Creek Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 10, 2002**, 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 6th day of August, 2002.

Teresa J. Meier-Brock
