

\$77.50

Dan Galte

REGISTER OF DEEDS

2002 SEP -4 P 4: 18

LANCASTER COUNTY, NE

1937 2002

059156

BLOCK

CODE

CHECKED

ENTERED

Handwritten signature and initials over the stamp.

RESOLUTION NO. PC-00760

A RESOLUTION accepting and approving the plat designated as **TABITHA NEW COMMUNITY 4TH ADDITION** as an addition to the City of Lincoln, filed in the office of the Planning Department of the City of Lincoln, Nebraska, upon certain conditions herein specified and providing for sureties conditioned upon the strict compliance with such conditions.

WHEREAS, **Southview, Inc, a Nebraska corporation**, owner of a tract of land legally described as:

Lots 1 - 8 and Outlots "A" and "C", Block 8; Lots 17 - 27 and Outlot "D" and a portion of the remaining portion of Outlot "A", Block 9; Lot 1, Block 10; Lot 1, Block 11; Tabitha New Community Addition, and a portion of vacated Farmstead Road, all located in the Northeast Quarter of Section 1, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Lot 1, Block 11, and extending thence south 00 degrees 15 minutes 14 seconds west, a distance of 239.80 feet; thence south 00 degrees 15 minutes 18 seconds west, a distance of 354.85 feet; thence south 89 degrees 57 minutes 11 seconds west, a distance of 166.78 feet; thence north 00 degrees 07 minutes 49 seconds east, a distance of 8.14 feet; thence north 89 degrees 48 minutes 15 seconds west, a distance of 105.26 feet to a point on a circular curve to the left having a central angle of 7 degrees 44 minutes 59 seconds, a radius of 318.49 feet and whose chord (43.05 feet) bears north 35 degrees 53 minutes 24 seconds west; thence along said curve 43.08 feet; thence north 39 degrees 45 minutes 54 seconds west, a distance of 362.72 feet; thence north 50 degrees 25 minutes 01 seconds east, a distance of 33.78 feet to a point on a circular curve to the right having a central angle of 39 degrees 54 minutes 32 seconds, a radius of 55.00 feet and whose chord (37.54 feet) bears north 70 degrees 11 minutes 01 seconds east; thence along said curve 38.31 feet; thence south 89 degrees 49 minutes 16 seconds east, a distance of 49.97 feet; thence north 00 degrees 33 minutes 44 seconds east, a

Teresa City Clerk

1 distance of 19.17 feet; thence south 89 degrees 43 minutes 24
2 seconds east, a distance of 162.51 feet; thence north 35
3 degrees 54 minutes 03 seconds east, a distance of 24.21 feet
4 to a point on a circular curve to the right having a central angle of
5 23 degrees 20 minutes 46 seconds, a radius of 210.00 feet and
6 whose chord (84.98 feet) bears south 66 degrees 00 minutes 19
7 seconds east; thence along said curve 85.57 feet; thence north
8 00 degrees 14 minutes 15 seconds east, a distance of 235.73
9 feet; thence south 89 degrees 46 minutes 13 seconds east, a
0 distance of 165.08 feet to the point of beginning, containing 4.32
1 acres more or less;

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

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

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

8 1. That the plat of **TABITHA NEW COMMUNITY 4TH ADDITION** as an
9 addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said
0 City by **Southview Inc., a Nebraska corporation**, as owner is hereby accepted and
1 approved, and said owner is given the right to plat said **TABITHA NEW COMMUNITY 4TH**
2 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
3 approval are conditioned upon the following:

4 First: That said owner shall at its own cost and expense pay for all labor,
5 material, engineering, and inspection costs in connection with the construction of street
6 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
7 and storm drain laterals for the private roadways as shown on the approved final plat. The

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

3 Second: That said owner shall at its own cost and expense pay for all labor,
4 material, engineering, and inspection costs in connection with the construction of sidewalks
5 along both sides of the private roadways and along Enterprise Drive as shown on the final
6 plat. The construction shall be completed within four years following Planning Commission
7 approval of this final plat.

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

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

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

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

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

6 Eighth: That said owner shall at its own cost and expense pay for all labor,
7 material, and related costs in connection with the installation of street trees along Enterprise
8 Drive, Blaine Court, N. 26th Place, and N. 27th Street within this plat as shown on the final plat.
9 The planting shall be completed within four years following Planning Commission approval of
0 this final plat.

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

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

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

2 The owner, its successors and assigns agree:

- 1 a. To submit to the director of Public Works for review and approval a plan
2 showing proposed measures to control sedimentation and erosion and the proposed method
3 to temporarily stabilize all graded land.
- 4 b. To protect the remaining trees on the site during construction and
5 development.
- 6 c. To pay all improvement costs.
- 7 d. To submit to lot buyers and home builders a copy of the soil analysis.
- 8 e. To inform lot buyers that decks are not permitted within utility easements.
- 9 f. To properly abandon any individual sewer systems and wells to the
0 satisfaction of the Lincoln-Lancaster County Health Department.
- 1 g. To continuously and regularly maintain street trees along the private
2 roadways.
- 3 h. To complete the private improvements shown on the preliminary plat and
4 community unit plan.
- 5 i. To comply with the provisions of the Land Subdivision Ordinance
6 regarding land preparation.
- 7 j. To relinquish direct vehicular access to S. 27th Street at such time as S.
8 26th Street has been built.
- 9 k. To maintain the outlots and private improvements on a permanent and
0 continuous basis. However, the owner may be relieved and discharged of this maintenance
1 obligation upon creating in writing a permanent and continuous association of property owners
2 who would be responsible for said permanent and continuous maintenance. The owner shall
3 not be relieved of such maintenance obligation until the document or documents creating said

1 property owners association have been reviewed and approved by the City Attorney and filed
2 of record with the Register of Deeds.

3 l. To continuously and regularly maintain street trees and landscape
4 screens planted on private property. However, the owners may be relieved and discharged
5 of this maintenance obligation upon incorporating such maintenance obligations in permanent
6 covenants and restrictions in deeds to such private property. The owners shall not be relieved
7 of such maintenance obligations until the permanent covenants and restrictions in deeds have
8 been reviewed and approved by the City Attorney and filed of record with the Register of
9 Deeds.

0 m. To complete the permanent lot and block staking before construction on
1 or conveyance of any lot shown on this final plat.

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

4 a. A bond or an approved escrow or security agreement in the sum
5 of \$48,900.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "First" of Paragraph 1 of this resolution.

7 b. A bond or an approved escrow or security agreement in the sum
8 of \$14,200.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

0 c. A bond or an approved escrow or security agreement in the sum
1 of \$33,600.00 conditioned upon the strict compliance by said owner with the conditions
2 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

1 d. A bond or an approved escrow or security agreement in the sum
2 of \$55,800.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

4 e. A bond or an approved escrow or security agreement in the sum
5 of \$3,600.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

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

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

3 h. A bond or an approved escrow or security agreement in the sum
4 of \$11,880.00 conditioned upon the strict compliance by said owner with the conditions
5 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

6 i. A bond or an approved escrow or security agreement in the sum
7 of \$230.00 conditioned upon the strict compliance by said owner with the conditions
8 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

9 j. A bond or an approved escrow or security agreement in the sum
0 of \$2,625.00 conditioned upon the strict compliance by said owner with the conditions
1 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

2 The bonds required above shall be subject to approval by the City Attorney. In
3 the event that said owner or its surety shall fail to satisfy the conditions herein set forth within

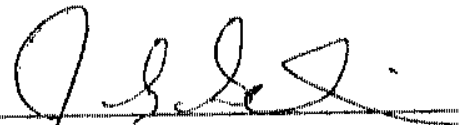
1 the time specified in this resolution, the City may cause the required work to be performed and
2 recover the cost thereof from said owner and its surety.

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

7 The foregoing Resolution was approved by the Lincoln City - Lancaster County
8 Planning Commission on this 21st day of August, 2002.

9 Dated this 21st day of August, 2002.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Southview, 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 **TABITHA NEW COMMUNITY 4TH 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 **TABITHA NEW COMMUNITY 4TH 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 lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to inform lot buyers that decks are not permitted within utility easements.
6. The Subdivider agrees to properly abandon any individual sewer systems and wells to the satisfaction of the Lincoln-Lancaster County Health Department.
7. The Subdivider agrees to continuously and regularly maintain street trees along the private roadways.
8. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.
9. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
10. The Subdivider agrees to relinquish direct vehicular access to S. 27th Street at such time as S. 26th Street has been built.
11. 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.
12. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens planted on private property. However, the Subdivider may be relieved and discharged of this maintenance obligation upon incorporating such maintenance

obligations in permanent covenants and restrictions in deeds to such private property. The Subdivider shall not be relieved of such maintenance obligations until the permanent covenants and restrictions in deeds have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

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

Dated this 21st day of August, 2002.

SOUTHVIEW, INC.,
a Nebraska corporation

[Signature]
Witness

[Signature]
Gerald L. Schleich, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

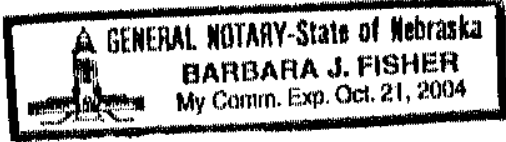
[Signature]
City Clerk



[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

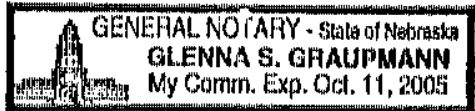
The foregoing instrument was acknowledged before me this 21st day of August, 2002, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of August, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Glenna S. Graupmann
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 **Tabitha New Community 4th Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **Aug. 21, 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 4th day of Sept., 2002.

Teresa J. Meier-Brock
