

Don Jolte
REGISTER OF DEEDS
2002 SEP -6 P 3: 52
LANCASTER COUNTY, NE

\$ 71.00
INST NO 2002
059715

BLOCK NO
CODE
PREPARED
CHECKED
ENTERED
EDITED
X H
E065462

RESOLUTION NO. PC-00756

1 A RESOLUTION accepting and approving the plat designated as THE
2 **PRESERVE ON ANTELOPE CREEK 1ST 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
5 compliance with such conditions.

6 WHEREAS, **Nebraska Nurseries Inc., a Nebraska corporation, and The**
7 **Grand Lodge Retirement Community, Inc., an Iowa corporation,** owners of a tract of
8 land legally described as:

9 Outlots "A" and "B", The Preserve on Antelope Creek, lying in
10 the Northeast Quarter of Section 10, Township 9 North, Range
11 7 East of the 6th P.M., City of Lincoln, Lancaster County,
12 Nebraska, and being more particularly described as follows:

13 Beginning at the southeast corner of Lot 1 of The Preserve on
14 Antelope Creek; thence north 03 degrees 54 minutes 42
15 seconds east along the east line of said Lot 1, a distance of
16 11.52 feet to a point of curvature; thence northerly along the
17 aforesaid east line of said Lot 1 being curved to the left and
18 having a radius of 1390.39 feet and a central angle of 04
19 degrees 07 minutes 05 seconds, an arc distance of 99.94 feet
20 (chord = 99.91', chord bearing = north 01 degrees 51 minutes
21 10 seconds east) to a point of tangency; thence north 00
22 degrees 12 minutes 23 seconds west along the aforesaid east
23 line of said Lot 1, a distance of 88.58 feet to a point on the
24 south line of a right-of-way stub for the southerly projection of
25 80th Street; thence north 89 degrees 21 minutes 02 seconds
26 east along said right-of-way stub, a distance of 84.00 feet;
27 thence north 00 degrees 12 minutes 23 seconds west along
28 said right-of-way stub, a distance of 40.00 feet; thence north
29 44 degrees 34 minutes 19 seconds east along said right-of-
30 way stub, a distance of 14.20 feet to a point on the south right-
31 of-way line of Pioneers Boulevard as dedicated by the
32 subdivision "The Preserve on Antelope Creek" lying 50.00 feet
33 south of the north line of Section 10, Township 9 North, Range
34 7 East of the 6th P.M.; thence north 89 degrees 21 minutes 02
35 seconds east along said south right-of-way, a distance of

Teresa city clerk

1 398.00 feet to a point on the east boundary line of "The
2 Preserve on Antelope Creek"; thence south 00 degrees 11
3 minutes 52 seconds east along said east line, a distance of
4 2123.18 feet; thence south 00 degrees 13 minutes 54 seconds
5 east along said east line, a distance of 456.67 feet to a point
6 on the southerly boundary line of said "The Preserve on
7 Antelope Creek"; thence north 89 degrees 58 minutes 22
8 seconds west along said southerly line, a distance of 52.68
9 feet; thence north 15 degrees 39 minutes 36 seconds west
10 along said southerly line, a distance of 425.55 feet; thence
11 north 61 degrees 34 minutes 23 seconds west along said
12 southerly line, a distance of 1398.97 feet; thence north 31
13 degrees 42 minutes 49 seconds west along said southerly line,
14 a distance of 481.67 feet to a point on the west line of "The
15 Preserve on Antelope Creek"; thence north 00 degrees 16
16 minutes 08 seconds east along said west line, a distance of
17 1075.81 feet to a point on the aforesaid south right-of-way line
18 of Pioneers Boulevard as dedicated by the subdivision "The
19 Preserve on Antelope Creek" lying 50.00 feet south of the
20 north line of Section 10, Township 9 North, Range 7 East of
21 the 6th P.M.; thence north 89 degrees 21 minutes 02 seconds
22 east along said right-of-way line, a distance of 636.01 feet;
23 thence following the northerly line of Outlot "B" of said "The
24 Preserve on Antelope Creek", south 00 degrees 10 minutes 15
25 seconds east, a distance of 249.81 feet; thence north 89
26 degrees 21 minutes 34 seconds east along said northerly line
27 of Outlot "B", a distance of 504.64 feet to the point of
28 beginning;

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

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

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

- 35 1. That the plat of **THE PRESERVE ON ANTELOPE CREEK 1ST**
36 **ADDITION** as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning
37 Department of said City by **Nebraska Nurseries Inc., a Nebraska corporation, and The**

1 **Grand Lodge Retirement Community, Inc., an Iowa corporation**, as owners is hereby
2 accepted and approved, and said owners are given the right to plat said **THE PRESERVE**
3 **ON ANTELOPE CREEK 1ST ADDITION** as an addition to said City in accordance
4 therewith. Such acceptance and approval are conditioned upon the following:

5 First: That said owners shall at their own cost and expense pay for all labor,
6 material, engineering, and inspection costs in connection with the construction of street
7 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
8 and storm drain laterals for the private roadways as shown on the approved final plat and
9 across Outlot "E" Edenton North 3rd Addition to Lucille Drive. The construction shall be
10 completed within two years following Planning Commission approval of this final plat.

11 Second: That said owners shall at their own cost and expense pay for all
12 labor, material, engineering, and inspection costs in connection with the construction of
13 sidewalks along both sides of all private roadways and along Pioneers Boulevard as shown
14 on the final plat. The construction shall be completed within four years following Planning
15 Commission approval of this final plat.

16 Third: That said owners shall at their own cost and expense pay for all labor,
17 material, engineering, and inspection costs in connection with the construction of sidewalks
18 in pedestrian way easements as shown on the final plat. The construction shall be
19 completed at the same time that S. 80th Street and Firebush Lane within this final plat are
20 paved.

21 Fourth: That said owners shall at their own cost and expense pay for all
22 labor, material, engineering, and inspection costs in connection with the construction of a
23 public water distribution system as shown on the approved preliminary plat. The

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

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

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

12 Seventh: That said owners shall at their own cost and expense pay for all
13 labor, material, engineering, and inspection costs in connection with the installation of a
14 private ornamental street lighting system as required by the preliminary plat for all streets
15 shown on this final plat and along Pioneers Boulevard. The construction shall be
16 completed within two years following Planning Commission approval of this final plat.

17 Eighth: That said owners shall at their own cost and expense pay for all
18 labor, material, and related costs in connection with the installation of street trees along the
19 private roadways and along Pioneers Boulevard as shown on the final plat. The planting
20 shall be completed within four years following Planning Commission approval of this final
21 plat.

22 Ninth: That said owners shall at their own cost and expense pay for all labor,
23 material, and related costs in connection with the installation of street name signs as

1 approved by the Public Works Department. This installation shall be completed within two
2 years following Planning Commission approval of this final plat.

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

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

11 The owners, their successors and assigns agree:

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

15 b. To protect the remaining trees on the site during construction
16 and development.

17 c. To pay all improvement costs.

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

20 e. To continuously and regularly maintain street trees along the
21 private roadways and Pioneers Boulevard.

22 f. To complete the private improvements shown on the preliminary
23 plat and community unit plan.

1 g. To maintain the sidewalks in the pedestrian way easements,
2 the outlots and private improvements on a permanent and continuous basis. However, the
3 owners may be relieved and discharged of this maintenance obligation upon creating in
4 writing a permanent and continuous association of property owners who would be
5 responsible for said permanent and continuous maintenance. The owners shall not be
6 relieved of such maintenance obligation until the document or documents creating said
7 property owners association have been reviewed and approved by the City Attorney and
8 filed of record with the Register of Deeds.

9 h. To comply with the provisions of the Land Subdivision
10 Ordinance regarding land preparation.

11 i. To relinquish the right of direct vehicular access to Pioneers
12 Boulevard from Lot 36, Block 1.

13 j. To construct the sidewalk in the pedestrian way easement in
14 Outlot C at the same time as Firebush Lane and S. 80th Street are paved and to agree that
15 no building permit shall be issued for construction on Lots 7, 8, 13, and 14, Block 2, until
16 such time as the sidewalk in the pedestrian way easement is constructed.

17 k. To inform all purchasers and users that the land is located
18 within the 100 year flood plain and that the grading of the lot shall be in conformance with
19 the grading plan approved with The Preserve on Antelope Creek Preliminary Plat #99027
20 or as amended by the Director of Planning. The volume of fill material brought into each
21 lot from outside the flood plain shall not exceed that shown on the approved grading plan
22 accompanying the preliminary plat.

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

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

a. A bond or an approved escrow or security agreement in the sum of \$319,300.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

b. A bond or an approved escrow or security agreement in the sum of \$105,500.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

c. A bond or an approved escrow or security agreement in the sum of \$3,000.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

d. A bond or an approved escrow or security agreement in the sum of \$108,500.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

e. A bond or an approved escrow or security agreement in the sum of \$201,950.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

f. A bond or an approved escrow or security agreement in the sum of \$187,900.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum of \$97,000.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

4 h. A bond or an approved escrow or security agreement in the
5 sum of \$21,560.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the
8 sum of \$575.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

10 j. A bond or an approved escrow or security agreement in the
11 sum of \$3,450.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

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

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

22 The foregoing Resolution was approved by the Lincoln City - Lancaster
23 County Planning Commission on this 24th day of July, 2002.

Dated this 24th day of July, 2002.

ATTEST:



Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Nebraska Nurseries Inc., a Nebraska corporation, and The Grand Lodge Retirement Community, Inc., an Iowa 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 **THE PRESERVE ON ANTELOPE CREEK 1ST 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 **THE PRESERVE ON ANTELOPE CREEK 1ST 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 continuously and regularly maintain street trees along the private roadways and Pioneers Boulevard.

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 to Pioneers Boulevard from Lot 36, Block 1.

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

9. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year flood plain and that the grading of the lot shall be in conformance with the grading plan approved with The Preserve on Antelope Creek Preliminary Plat #99027 or as amended by the Director of Planning. The volume of fill material brought into each lot from outside the flood plain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

10. The Subdivider agrees to maintain the sidewalks in the pedestrian way easements, 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.

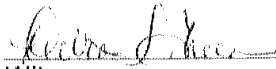
11. The Subdivider agrees to construct the sidewalk in the pedestrian way easement in Outlot C at the same time as Firebush Lane and S. 80th Street are paved and to agree that no building permit shall be issued for construction on Lots 7, 8, 13, and 14, Block 2, until such time as the sidewalk in the pedestrian way easement is constructed.

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

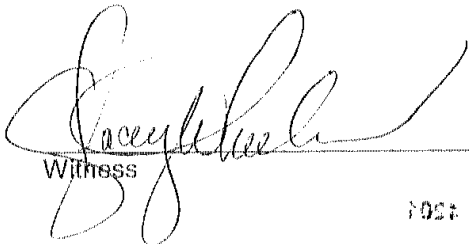
13. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 30 day of July, 2002.

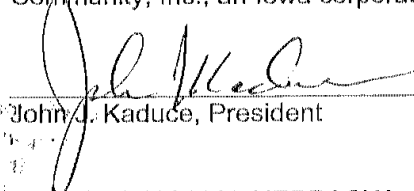
Nebraska Nurseries, Inc.
a Nebraska corporation,



Witness


Kent Braasch, Authorized Agent


Witness
ATTEST:

The Grand Lodge Retirement
Community, Inc., an Iowa corporation,


John J. Kaduce, President


City Clerk



NOTARY PUBLIC
STATE OF NEBRASKA
302-441-1111

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Mayor

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 **The Preserve on Antelope Creek 1st Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 24, 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 September, 2002.

Teresa J. Meier-Brock
Deputy City Clerk

