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City of Lincoln
General

INST. NO 97

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RESOLUTION NO. PC- 00352

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

6 WHEREAS, Phillip R. Stettinger and Virginia Stettinger, owners of
7 a tract of land legally described as:

8 Outlots "D", "E", "F", "G", and "H", Western Manor
9 First Addition to the City of Lincoln, and part of the
10 vacated portion of West "S" Street (Ordinance #16680),
11 all located in the Southeast Quarter of the Southwest
12 Quarter of Section 21, Township 10 North, Range 6 East
13 of the 6th P.M., Lancaster County, Nebraska and more
14 particularly described by metes and bounds as follows:

15 Beginning at the northwest corner of the Southeast
16 Quarter of the Southwest Quarter of Section 21,
17 Township 10 North, Range 6 East of the 6th P.M.,
18 Lancaster County, Nebraska; thence north 89 degrees 34
19 minutes 57 seconds east, (an assumed bearing), and on
20 the north line of the Southeast Quarter of the
21 Southwest Quarter of said Section 21 and also on the
22 centerline of vacated West "S" Street, Ordinance
23 #16680, a distance of 860.88 feet to a point on a
24 curve to the left; thence on a curve to the left,
25 having a radius of 66.00 feet, an arc length of 69.12
26 feet and central angle of 60 degrees 00 minutes 00
27 seconds, with a chord bearing of south 60 degrees 25
28 minutes 03 seconds east, a chord distance of 66.00
29 feet to a point on the northerly line of Lot 8,
30 Western Manor Duplex First Addition to the City of
31 Lincoln, Lancaster County, Nebraska and also said
32 point is on the southerly right-of-way line of West
33 "S" Street; thence south 89 degrees 34 minutes 57
34 seconds west, and on the northerly line of Lot 8 of
35 said Western Manor Duplex First Addition or the
36 southerly line of said vacated West "S" Street, a
37 distance of 67.05 feet to the northeasterly corner of
38 Outlot "G", Western Manor First Addition to the City
39 of Lincoln, Lancaster County, Nebraska or the

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northwesterly corner of said Western Manor Duplex First Addition; thence south 00 degrees 22 minutes 50 seconds west, and on the easterly line of Outlot "G" of said Western Manor First Addition or the westerly line of said Western Manor Duplex First Addition and also the westerly line of Western Manor Duplex to the City of Lincoln, Lancaster County, Nebraska, a distance of 353.01 feet to the southeasterly corner of Outlot "G" or the northeasterly corner of Outlot "B" of said Western Manor First Addition; thence south 89 degrees 29 minutes 05 seconds west, and on the southerly line of Outlot "G" or the northerly line of Outlot "B" of said Western Manor First Addition, a distance of 189.98 feet to the east-southeasterly corner of Outlot "A" of said Western Manor First Addition; thence north 00 degrees 22 minutes 08 seconds east, and on the westerly line of Outlot "G" or the easterly line of Outlot "A" of said Western Manor First Addition, a distance of 172.73 feet to the northeasterly corner of Outlot "A" of said Western Manor First Addition; thence south 89 degrees 38 minutes 07 seconds west, and on the southerly line of Outlot "G" and Outlot "F" or the northerly line of Outlot "A" of said Western Manor First Addition, a distance of 215.62 feet to a point on the easterly line of Outlot "E" of said Western Manor First Addition or the southwest corner of Outlot "F" of said Western Manor First Addition; thence south 00 degrees 24 minutes 54 seconds east, and on the easterly line of Outlot "E" or the westerly line of Outlot "A" of said Western Manor First Addition, a distance of 40.01 feet to the southeasterly corner of Outlot "E" of said Western Manor First Addition; thence south 89 degrees 38 minutes 57 seconds west, and on the southerly line of Outlot "E" or the northerly line of Outlot "A" of said Western Manor First Addition, a distance of 135.04 feet to the southwest corner of Outlot "E" of said Western Manor First Addition; thence north 00 degrees 21 minutes 28 seconds west, and on the westerly line of Outlot "E" or the easterly line of Outlot "A" of said Western Manor First Addition, a distance of 74.98 feet; thence south 89 degrees 37 minutes 09 seconds west, and on the southerly line of Outlot "E" and Outlot "D" or the northerly line of Outlot "A" of said Western Manor First Addition, a distance of 134.82 feet to the northwesterly corner of Outlot "A" of said Western Manor First Addition; thence south 00 degrees 00 minutes 12 seconds east, and on the easterly line

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of Outlot "D" and Outlot "H" or the westerly line of Outlot "A" of said Western Manor First Addition, a distance of 261.99 feet; thence south 45 degrees 09 minutes 31 seconds east, and on the easterly line of Outlot "H" or the westerly line of Outlot "A" of said Western Manor First Addition, a distance of 52.96 feet to a point on the westerly line of Lot 2 of said Western Manor First Addition; thence south 44 degrees 53 minutes 47 seconds west, and on the easterly line of Outlot "H" or the westerly line of Lot 2 of said Western Manor First Addition, a distance of 20.03 feet to the northwesterly corner of Lot 2 of said Western Manor First Addition; thence south 45 degrees 10 minutes 38 seconds east, and on the easterly line of Outlot "H" or the westerly line of Lot 2 of said Western Manor First Addition, a distance of 75.51 feet to the southeasterly corner of Outlot "H" or the southwesterly corner of Lot 2 of said Western Manor First Addition; thence south 89 degrees 20 minutes 12 seconds west, and on the southerly line of Outlot "H" or the northerly line of Outlot "A" of said Western Manor First Addition, a distance of 252.86 feet to the southwesterly corner of Outlot "H" or the northwesterly corner of Outlot "A" of said Western Manor First Addition and also said point is on the easterly line of Lot 43 Irregular Tract or the west line of the Southeast Quarter of the Southwest Quarter of said Section 21; thence north 00 degrees 09 minutes 30 seconds east, and on the westerly line of Outlot "H" and Outlot "D" of said Western Manor First Addition and the west line of the Southeast Quarter of the Southwest Quarter of said Section 21 or the easterly line of Lots 43 and 81 Irregular Tracts of said Section 21, a distance of 546.59 feet to the point of beginning and containing a calculated area of 278,171.90 square feet or 6.386 acres;

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

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

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

1 1. That the plat of **WESTERN MANOR SECOND ADDITION** Lincoln,
2 Nebraska, filed in the office of the Planning Department of said City by
3 **Phillip R. Stettinger and Virginia Stettinger** is hereby accepted and approved,
4 and said owners are given the right to plat said **WESTERN MANOR SECOND ADDITION**
5 as an addition to said City in accordance therewith. Such acceptance and
6 approval are conditioned upon the following:

7 First: That said owners shall at their own cost and expense
8 pay for all labor, material, engineering, and inspection costs in connection
9 with the construction of private street improvements, including the grading,
10 paving, and installation of curb and gutter, curb inlets, and storm drain
11 laterals for N.W. 23rd Street, W. Todd Lane, and W. Todd Circle as shown on
12 the approved final plat. The construction shall be completed within two years
13 following Planning Commission approval of this final plat.

14 Second: That said owner shall at their own cost and expense
15 pay for all labor, material, engineering, and inspection costs in connection
16 with the construction of sidewalks as shown on the final plat. The
17 construction shall be completed within four years following Planning
18 Commission approval of this final plat.

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

24 Fourth: That said owners shall at their own cost and
25 expense pay for all labor, material, engineering, and inspection costs in

1 connection with the construction of a public wastewater collection system as
2 shown on the approved preliminary plat including the extension of the system
3 from the north limit of this plat to Lakeside Drive. The construction shall
4 be completed within two years following Planning Commission approval of this
5 final plat.

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

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

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

22 Eighth: That said owners shall at their own cost and
23 expense pay for all labor, material, and related costs in connection with the
24 installation of street name signs as approved by the Public Works Department.

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

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

8 Tenth: That said owners shall at their own cost and expense
9 pay for all labor, material, engineering, and inspection costs in connection
10 with the construction of street improvements from the limits of the plat to
11 North Coddington Avenue, including the grading, paving, and installation of
12 curb and gutter, curb inlets, and storm drain laterals for said street
13 improvements. The construction shall be completed within two years following
14 Planning Commission approval of this final plat.

15 Eleventh: That said owners shall at their cost and expense
16 secure and pay for a public access and utility easement from the property
17 owners to the north in order to complete the access from the north limits of
18 the plat to the existing West "S" Street right-of-way.

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

21 The owners, their successors and assigns agree:

22 a. To submit to the Director of Public Works an erosion
23 and sedimentation control plan.

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

- 1 c. To pay all improvement costs.
- 2 d. To submit to lot buyers and home builders a copy of
- 3 the soil analysis.
- 4 e. To continuously and regularly maintain street trees
- 5 along the private roadways.
- 6 f. To complete the private improvements shown on the
- 7 preliminary plat and community unit plan.
- 8 g. To maintain the outlots and private improvements on a
- 9 permanent and continuous basis. However, the owners may be relieved and
- 10 discharged of this maintenance obligation upon creating in writing a permanent
- 11 and continuous association of property owners who would be responsible for
- 12 said permanent and continuous maintenance. The owners shall not be relieved
- 13 of such maintenance obligation until the document or documents creating said
- 14 property owners association have been reviewed and approved by the City
- 15 Attorney and filed of record with the Register of Deeds.
- 16 h. To complete the permanent lot and block staking before
- 17 construction on or conveyance of any lot shown on this final plat.
- 18 i. To comply with the provisions of the Land Subdivision
- 19 Ordinance regarding land preparation.
- 20 3. That said owners shall, prior to adoption of this resolution,
- 21 execute and deliver to the City of Lincoln:
- 22 a. A bond or an approved escrow or security agreement in
- 23 the sum of \$47,000.00 conditioned upon the strict compliance by said owners
- 24 with the conditions contained in paragraph designated "First" of Paragraph 1
- 25 of this resolution.

1 b. A bond or an approved escrow or security agreement in
2 the sum of \$17,000.00 conditioned upon the strict compliance by said owners
3 with the conditions contained in paragraph designated "Second" of Paragraph 1
4 of this resolution.

5 c. A bond or an approved escrow or security agreement in
6 the sum of \$27,000.00 conditioned upon the strict compliance by said owners
7 with the conditions contained in paragraph designated "Third" of Paragraph 1
8 of this resolution.

9 d. A bond or an approved escrow or security agreement in
10 the sum of \$28,000.00 conditioned upon the strict compliance by said owners
11 with the conditions contained in paragraph designated "Fourth" of Paragraph 1
12 of this resolution.

13 e. A bond or an approved escrow or security agreement in
14 the sum of \$34,000.00 conditioned upon the strict compliance by said owners
15 with the conditions contained in paragraph designated "Fifth" of Paragraph 1
16 of this resolution.

17 f. A bond or an approved escrow or security agreement in
18 the sum of \$6,000.00 conditioned upon the strict compliance by said owners
19 with the conditions contained in paragraph designated "Sixth" of Paragraph 1
20 of this resolution.

21 g. A bond or an approved escrow or security agreement in
22 the sum of \$3,822.15 conditioned upon the strict compliance by said owners
23 with the conditions contained in paragraph designated "Seventh" of Paragraph 1
24 of this resolution.

1 h. A bond or an approved escrow or security agreement in
2 the sum of \$460.00 conditioned upon the strict compliance by said owners with
3 the conditions contained in paragraph designated "Eighth" of Paragraph 1 of
4 this resolution.

5 i. A bond or an approved escrow or security agreement in
6 the sum of \$2,100.00 conditioned upon the strict compliance by said owners
7 with the conditions contained in paragraph designated "Ninth" of Paragraph 1
8 of this resolution.

9 j. A bond or an approved escrow or security agreement in
10 the sum of \$5,400.00 conditioned upon the strict compliance by said owners
11 with the conditions contained in paragraph designated "Tenth" of Paragraph 1
12 of this resolution.

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

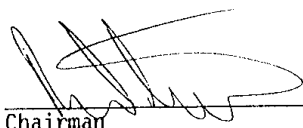
18 4. Immediately upon the adoption of this resolution, the City
19 Clerk shall cause the final plat and a certified copy of this resolution
20 together with the written agreement required herein to be filed in the office
21 of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be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

23 The foregoing Resolution was approved by the Lincoln City -
24 Lancaster County Planning Commission on this 12 day of
25 March, 1997.

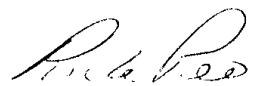
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Dated this 12 day of March, 1997.

ATTEST:


Chairman

Approved as to Form & Legality:


Assistant City Attorney

20 5255a

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **Phillip R. Stettinger and Virginia Stettinger**, 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 **WESTERN MANOR SECOND 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 **WESTERN MANOR SECOND 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 and sedimentation 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 along the private roadways.
6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.

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

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

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 12 day of March, 1997.

Anna Maske
Witness

Phillip R. Stettinger
Phillip R. Stettinger

Anna Maske
Witness

Virginia Stettinger
Virginia Stettinger

ATTEST:

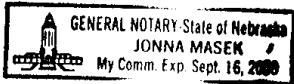
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul A. Mudge
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of March, 1997, by Phillip R. Stettinger.



Jonna Masek
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

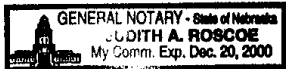
The foregoing instrument was acknowledged before me this 12th day of March, 1997, by Virginia Stettinger.



Jonna Masek
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of March, 1997, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

Approved as to form and legality:

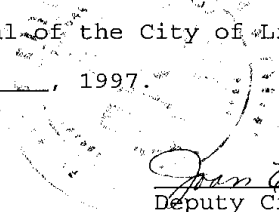
[Signature]
Assistant City Attorney

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 **Western Manor Second Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **March 12, 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 25th day of March, 1997.


Joan E. Ross
Deputy City Clerk

Ret to City Clerk