

1 A RESOLUTION accepting and approving the plat designated as
2 **WILLIAMSBURG VILLAGE 12TH ADDITION** as an addition to the City of Lincoln,
3 filed in the office of the Planning Department of the City of Lincoln,
4 Nebraska, upon certain conditions herein specified and providing for sureties
5 conditioned upon the strict compliance with such conditions.

6 WHEREAS, R.J.L. Development South, Ltd., a Nebraska corporation,
7 owner of a tract of land legally described as:

8 Outlot "F" of Williamsburg Village 9th Addition,
9 Outlot "B" and "C" Gettysburg Addition, and vacated
10 South 38th Street, all located in the Southeast
11 Quarter of Section 18, Township 9 North, Range 7 East
12 of the 6th P.M., City of Lincoln, Lancaster County,
13 Nebraska, and more particularly described as follows:

14 Commencing from the southwest corner of Outlot "F"
15 Williamsburg Village 9th Addition, said point also
16 being the true point of beginning; thence north 0
17 degrees 00 minutes 00 seconds east along the east line
18 of Lot 14 Block 3 Gettysburg Addition, a distance of
19 82.92 feet to the southwest corner of Lot 13 Block 3
20 Gettysburg Addition; thence north 60 degrees 13
21 minutes 41 seconds east, along the southeast line of
22 said Lot 13, a distance of 121.09 feet to the
23 northeast corner of said Lot 13; thence north 8
24 degrees 29 minutes 09 seconds west, along the east
25 line of Lots 3 through 12 Block 3 Gettysburg Addition
26 a distance of 879.24 feet to the northeast corner of
27 said Lot 3; thence north 26 degrees 30 minutes 31
28 seconds west, along the east line of Lots 1 and 2
29 Block 3 Gettysburg Addition, a distance of 166.98 feet
30 to the northeast corner of said Lot 1; thence south 63
31 degrees 30 minutes 51 seconds west, along the north
32 line of said Lot 1, a distance of 135.60 feet to the
33 northwest corner of said Lot 1; thence north 26
34 degrees 29 minutes 09 seconds west, along the east
35 right-of-way line of South 34th Street, a distance of
36 58.40 feet to the southwest corner of Lot 3 Block 3
37 Williamsburg Village 9th Addition; thence north 63
38 degrees 29 minutes 52 seconds east, along the south
39 line of Lots 2 and 3 Block 3 Williamsburg Village 9th
40 Addition, a distance of 217.89 feet to the southeast
41 corner of said Lot 2; thence north 82 degrees 38
42 minutes 20 seconds east, along the south line of
43 Outlot "B" Williamsburg Village 9th Addition, a
44 distance of 86.34 feet to the southwest corner of Lot

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1 Block 3 Williamsburg Village 9th Addition; thence north 80 degrees 17 minutes 57 seconds east, along the south line of said Lot 1, a distance of 130.02 feet to the southeast corner of said Lot 1; thence south 77 degrees 06 minutes 58 seconds east, along the south right-of-way line of Blue Ridge Lane, a distance of 64.98 feet to the southwest corner of Lot 2 Block 2 Williamsburg Village 9th Addition; thence north 80 degrees 17 minutes 57 seconds east, along the south line of said Lot 2, a distance of 115.00 feet to the southeast corner of said Lot 2; thence north 9 degrees 42 minutes 03 seconds west, along the east line of said Lot 2, a distance of 129.97 feet to the northeast corner of said Lot 2; thence north 15 degrees 56 minutes 34 seconds east, along the east line of Lot 1 Block 2 and Lot 1 Block 1 Williamsburg Village 9th Addition, a distance of 347.67 feet to a point on the south line of Lot 2 Block 3 Williamsburg Village Addition; thence north 89 degrees 16 minutes 30 seconds east, along the south line of said Lot 2 Block 3, a distance of 21.73 feet to the southwest corner of Lot 3 Block 3 Williamsburg Village Addition; thence south 70 degrees 33 minutes 47 seconds east, along the southwest line of Lots 3 through 5 Block 3 Williamsburg Village Addition, a distance of 230.23 feet to a point on the south line of said Lot 5; thence south 40 degrees 57 minutes 05 seconds east, along the southwest line of Lots 5 through 7 Block 3 Williamsburg Village Addition, a distance of 218.34 feet to the southwest corner of said Lot 7; thence south 34 degrees 05 minutes 05 seconds east, along the southwest line of Lot 8 Block 3 Williamsburg Village Addition, a distance of 83.85 feet to the southwest corner of said Lot 8, said point also being the northeast corner of Lot 1 Williamsburg Village 4th Addition; thence south 47 degrees 04 minutes 36 seconds west, along the northwest line of said Lots 1 and 2 Williamsburg Village 4th Addition, a distance of 197.53 feet to a point; thence south 4 degrees 26 minutes 25 seconds west, along the east line of said Lot 2, a distance of 122.53 feet to a point; thence south 9 degrees 53 minutes 07 seconds east, along the west line of said Lots 2 and 3 Williamsburg Village 4th Addition, a distance of 112.77 feet to a point; thence south 79 degrees 35 minutes 01 seconds east along the south line of said Lot 3, a distance of 124.90 feet to a point; thence south 89 degrees 24 minutes 26 seconds east, along the south line of said Lots 3 and 4 Williamsburg Village 4th Addition, a distance of 91.19 feet to a point; thence north 78 degrees 04 minutes 17 seconds east, along the south line of said Lot 4, a distance of 135.21 feet to the southeast corner of said Lot 4; thence around a curve in a counterclockwise direction along the west right-

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of-way line of Old Dominion Road having a delta angle of 01 degrees 25 minutes 56 seconds, an arc distance of 15.75 feet, a radius of 630.00 feet, and a chord of south 12 degrees 36 minutes 03 seconds east, a distance of 15.75 feet to a point; thence north 76 degrees 40 minutes 59 seconds east, along the south right-of-way line of Old Dominion Road, a distance of 60.00 feet to a point; thence around a curve in a clockwise direction along the east right-of-way line of Old Dominion Road having a delta angle of 02 degrees 09 minutes 41 seconds, an arc distance of 21.50 feet, a radius of 570.00 feet, and a chord of north 12 degrees 14 minutes 10 seconds west, a distance of 21.50 feet to the southwest corner of Lot 5 Block 4 Williamsburg Village Addition; thence north 78 degrees 51 minutes 48 seconds east along the south line of said Lot 5, a distance of 130.00 feet to the southeast corner of said Lot 5; thence north 7 degrees 27 minutes 42 seconds west, along the east line of said Lot 5, a distance of 89.54 feet to the northeast corner of said Lot 5; thence north 6 degrees 33 minutes 02 seconds west, along the east line of Lot 4 Block 4 Williamsburg Village Addition, a distance of 90.00 feet to the northeast corner of said Lot 4; thence north 9 degrees 17 minutes 08 seconds west, along the east line of Lot 3 Block 4 Williamsburg Village Addition, a distance of 65.37 feet to a point; thence north 81 degrees 57 minutes 34 seconds east, along the south line of Outlot "B" Williamsburg Village Addition, a distance of 50.55 feet to a point on the west line of Lot 4 Williamsburg Village 1st Addition; thence south 7 degrees 52 minutes 32 seconds east, along the west line of Lot 4 Williamsburg Village 1st Addition, and Lots 1 through 3 Block 2 Williamsburg Village 5th Addition, a distance of 256.65 feet to a point; thence south 25 degrees 05 minutes 15 seconds east, along the west line of said Lots 3 and 4 Block 2 Williamsburg Village 5th Addition, a distance of 149.25 feet to the northwest corner of Lot 5 Block 2 Williamsburg Village 5th Addition; thence south 26 degrees 49 minutes 01 seconds east, along the west line of Lots 5 through 10 Block 2 Williamsburg Village 5th Addition, a distance of 566.78 feet to the southwest corner of said Lot 10; thence north 89 degrees 44 minutes 32 seconds east, along the south line of Lots 10 and 11 Block 2, a distance of 292.94 feet to a point on the west right-of-way line of South 40th Street; thence south 0 degrees 17 minutes 56 seconds east, along the west right-of-way line of South 40th Street, a distance of 35.05 feet to a point; thence south 0 degrees 45 minutes 08 seconds west, along the west right-of-way line of South 40th Street, a distance of 417.76 feet to a point; thence south 45 degrees 22 minutes 34

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seconds west, along the west right-of-way line of South 40th Street, a distance of 35.59 feet to a point; thence north 90 degrees 00 minutes 00 seconds west, along the north right-of-way line of Pine Lake Road, a distance of 1,871.86 feet to the point of beginning; said tract contains a calculated area of 48.05 acres more or less;

has 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. That the plat of **WILLIAMSBURG VILLAGE 12TH ADDITION** as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **R.J.L. Development South, Ltd., a Nebraska corporation**, as owner is hereby accepted and approved, and said owner is given the right to plat said **WILLIAMSBURG VILLAGE 12TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

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

Second: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of sidewalks as shown on the approved final planned unit

1 development, including sidewalks along S. 38th Street adjacent to Outlot "D".
2 The construction shall be completed within four years following Planning
3 Commission approval of this final plat.

4 Third: That said owner shall at its own cost and expense pay for
5 all labor, material, engineering, and inspection costs in connection with the
6 construction of sidewalks in pedestrian way easements as shown on the final
7 plat. The construction shall be completed at the same time that within this
8 final plat is paved.

9 Fourth: That said owner shall at its own cost and expense pay for
10 all labor, material, engineering, and inspection costs in connection with the
11 construction of a public water distribution system as shown on the approved
12 preliminary plat. The construction shall be completed within two years
13 following City Council approval of this final plat.

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

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

25 Seventh: That said owner shall at its own cost and expense pay
26 for all labor, material, and related costs in connection with the installation
27 of street trees as shown on the landscape plan. The planting shall be

1 completed within four years following Planning Commission approval of this
2 final plat.

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

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

13 Tenth: That said owner shall at its own cost and expense pay for
14 all labor, material, engineering, and inspection costs in connection with the
15 removal of the temporary turnarounds. The temporary turnaround(s) shall be
16 removed at the time the street is extended beyond the temporary turnaround.

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

19 The owner, its successors and assigns agree:

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

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

25 c. To pay all improvement costs.

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

1 e. To continuously and regularly maintain street trees along
2 the private roadways.

3 f. To complete the private improvements shown on the
4 preliminary plat and planned unit development.

5 g. To maintain Outlots "C" and "D" on a permanent and
6 continuous basis.

7 h. To comply with the provisions of the Land Subdivision
8 Ordinance regarding land preparation.

9 i. To relinquish direct vehicular access to S. 38th Street from
10 Outlot F and to S. 40th Street and Pine Lake Road.

11 j. To maintain the outlots, raised cul-de-sac islands and
12 private improvements on a permanent and continuous basis. However, the owner
13 may be relieved and discharged of this maintenance obligation upon creating in
14 writing a permanent and continuous association of property owners who would be
15 responsible for said permanent and continuous maintenance. The owner shall
16 not be relieved of such maintenance obligation until the document or documents
17 creating said property owners association have been reviewed and approved by
18 the City Attorney and filed of record with the Register of Deeds.

19 k. To perpetually maintain the sidewalks in the pedestrian way
20 easements at their own cost and expense.

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

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

25 a. A bond or an approved escrow or security agreement in
26 the sum of \$122,000.00 conditioned upon the strict compliance by said owner

1 with the conditions contained in paragraph designated "First" of Paragraph 1
2 of this resolution.

3 b. A bond or an approved escrow or security agreement in
4 the sum of \$22,000.00 conditioned upon the strict compliance by said owner
5 with the conditions contained in paragraph designated "Second" of Paragraph 1
6 of this resolution.

7 c. A bond or an approved escrow or security agreement in
8 the sum of \$3,700.00 conditioned upon the strict compliance by said owner with
9 the conditions contained in paragraph designated "Third" of Paragraph 1 of
10 this resolution.

11 d. A bond or an approved escrow or security agreement in
12 the sum of \$42,000.00 conditioned upon the strict compliance by said owner
13 with the conditions contained in paragraph designated "Fourth" of Paragraph 1
14 of this resolution.

15 e. A bond or an approved escrow or security agreement in
16 the sum of \$40,000.00 conditioned upon the strict compliance by said owner
17 with the conditions contained in paragraph designated "Fifth" of Paragraph 1
18 of this resolution.

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

23 g. A bond or an approved escrow or security agreement in
24 the sum of \$7,400.00 conditioned upon the strict compliance by said owner with
25 the conditions contained in paragraph designated "Seventh" of Paragraph 1 of
26 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 owner 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 \$800.00 conditioned upon the strict compliance by said owner with
7 the conditions contained in paragraph designated "Ninth" of Paragraph 1 of
8 this resolution.

9 j. A bond or an approved escrow or security agreement in
10 the sum of \$500.00 conditioned upon the strict compliance by said owner with
11 the conditions contained in paragraph designated "Tenth" of Paragraph 1 of
12 this resolution.

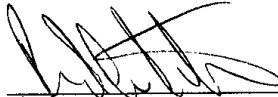
13 The bonds required above shall be subject to approval by the City
14 Attorney. In the event that said owner or its surety shall fail to satisfy
15 the conditions herein set forth within the time specified in this resolution,
16 the City may cause the required work to be performed and recover the cost
17 thereof from said owner and its 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 26th day of April,
25 1995.

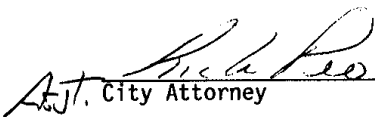
26 Dated this 26 day of April, 1995.

ATTEST:



Chairman

Approved as to Form & Legality:



City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between R.J.L. Development South, Ltd., 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 WILLIAMSBURG VILLAGE 12TH 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 WILLIAMSBURG VILLAGE 12TH 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.

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

7. The Subdivider agrees to maintain Outlots "C" and "D" on a permanent and continuous basis.

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

9. The Subdivider agrees to relinquish direct vehicular access to S. 38th Street from Outlot F and to S. 40th Street and Pine Lake Road.

10. The Subdivider agrees to maintain the outlots, raised cul-de-sac islands 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 perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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 25 day of April, 1995.

ATTEST:

R.J.L. DEVELOPMENT SOUTH, LTD.,
a Nebraska corporation,

Michael A. Henderson
Secretary

Joseph R. Hampton
Vice-President

ATTEST:

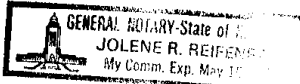
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul M. Mahan
City Clerk

Mike Johanns
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of April, 1995, by Joseph R. Hampton, Vice President of R.J.L. Development South, Ltd, a Nebraska corporation, on behalf of the corporation.



Robert D.

Jolene R. Reifemuth
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of May, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



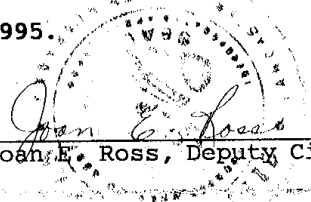
Joan E. Ross
Notary Public

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 **Williamsburg Village 12th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on **April 26, 1995**, 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 16th day of May, 1995.


Joan E. Ross, Deputy City Clerk

BLOCK
NO
CODE
W1V19/GETTYSBURG
CHECKED
PC
ENTERED
EDITED

LANCASTER COUNTY, NEB
PLAT NO 13140

MAY 15 9 34 AM '95

INST. NO 95 13140

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#71

Ret. to
City Clerk