

#55-50

BLOCK 3
CODE
WEVI 12
RECORDS
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OK

LANCASTER COUNTY, NE.
Dan [Signature]
REGISTERED

INST. NO 95

Nov 30 12 17 PM '95

039500

#55 50

RESOLUTION NO. PC- 00247

1 A RESOLUTION accepting and approving the plat designated as
2 **WILLIAMSBURG VILLAGE 14TH ADDITION** as an addition to the City of Lincoln, filed
3 in the office of the Planning Department of the City of Lincoln, Nebraska, upon
4 certain conditions herein specified and providing for sureties conditioned upon
5 the strict compliance with such conditions.

6 WHEREAS, **Hampton Development Services, Inc.**, a Nebraska corporation,
7 owner of a tract of land legally described as:

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

13 Beginning at the northwest corner of said Outlot "B",
14 said point being the southwest corner of Lot 1, Block 3,
15 Williamsburg Village 9th Addition; thence on an assumed
16 bearing of north 80 degrees 17 minutes 57 seconds east
17 along the north line of said Outlot "B", said line being
18 the south line of said Lot 1, a distance of 130.02 feet
19 to the southeast corner of said Lot 1; thence south 77
20 degrees 06 minutes 58 seconds east along the north line
21 of said Outlot "B", said line being the south right-of-
22 way line for Blue Ridge Lane, a distance of 64.98 feet
23 to the southwest corner of Lot 2, Block 2, Williamsburg
24 Village 9th Addition; thence north 80 degrees 17 minutes
25 57 seconds east along the north line of said Outlot "B",
26 said line being the south line of said Lot 2, a distance
27 of 115.00 feet to the southeast corner of said Lot 2;
28 thence south 67 degrees 19 minutes 36 seconds east along
29 the northeast line of said Outlot "B", a distance of
30 18.32 feet to a point; thence south 9 degrees 47 minutes
31 56 seconds east along the east line of said Outlot "B",
32 a distance of 477.14 feet to the southwest corner of
33 Outlot "A", Williamsburg Village 12th Addition; thence
34 south 79 degrees 41 minutes 15 seconds east along the
35 north line of said Outlot "B", a distance of 381.01 feet
36 to the northeast corner of said Outlot "B", said point
37 being the northwest corner of Lot 5, Block 3,
38 Williamsburg Village 12th Addition; thence south 10
39 degrees 18 minutes 45 seconds west along the east line

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of said Outlot "B", said line being the west line of said Lot 5, a distance of 130.00 feet to the southeast corner of said Outlot "B", said corner being the southwest corner of said Lot 5, said point being on the north right-of-way line for Blue Ridge Lane; thence north 79 degrees 41 minutes 15 seconds west along the south line of said Outlot "B", said line being the north right-of-way line for Blue Ridge Lane, a distance of 83.43 feet to the northwest right-of-way corner for Blue Ridge Lane; thence south 10 degrees 18 minutes 45 seconds west along the east line of said Outlot "B", said line being the west right-of-way line for Blue Ridge Lane, a distance of 60.00 feet to the southwest right-of-way corner for Blue Ridge Lane; thence south 79 degrees 41 minutes 15 seconds east along the north line of said Outlot "B", said line being the south right-of-way line for Blue Ridge Lane, a distance of 30.00 feet to the northeast corner of said Outlot "B", said point being the northwest corner of Lot 2, Block 4, Williamsburg Village 12th Addition; thence south 10 degrees 18 minutes 45 seconds west along the east line of said Outlot "B", said line being the west line of said Lot 2, a distance of 130.00 feet to the southeast corner of said Outlot "B", said point being the southwest corner of said Lot 2; thence north 79 degrees 41 minutes 15 seconds west along the south line of said Outlot "B", a distance of 316.87 feet to a point; thence north 60 degrees 43 minutes 20 seconds west along the southwest line of said Outlot "B", a distance of 194.68 feet to a point; thence north 41 degrees 05 minutes 24 seconds west along the southwest line of said Outlot "B", a distance of 135.33 feet to a point; thence north 9 degrees 42 minutes 03 seconds west along the west line of said Outlot "B", a distance of 468.27 feet to a point; thence north 9 degrees 42 minutes 34 seconds west along the west line of said Outlot "B" a distance of 110.00 feet to the point of beginning; said tract contains a calculated area of 7.56 acres more or less;

39 has filed said plat in the office of the Planning Department of the City of
40 Lincoln, Nebraska, with a request for approval and acceptance thereof; and
41 WHEREAS, it is for the convenience of the inhabitants of said City
42 and for the public that said plat be approved and accepted as filed.

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

3 1. That the plat of **WILLIAMSBURG VILLAGE 14TH ADDITION** as an
4 addition to the City of Lincoln, Nebraska, filed in the office of the Planning
5 Department of said City by **Hampton Development Services, Inc.**, a **Nebraska**
6 **corporation**, as owner is hereby accepted and approved, and said owner is given
7 the right to plat said **WILLIAMSBURG VILLAGE 14TH ADDITION** as an addition to said
8 City in accordance therewith. Such acceptance and approval are conditioned upon
9 the following:

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

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

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

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

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

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

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

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

23 The owner, its successors and assigns agree:

- 1 a. To submit to the Director of Public Works for review and
2 approval a plan showing proposed measures to control sedimentation and erosion
3 and the proposed method to temporarily stabilize all graded land.
- 4 b. To protect the remaining trees on the site during construction
5 and development.
- 6 c. To pay all improvement costs.
- 7 d. To submit to lot buyers and home builders a copy of the soil
8 analysis.
- 9 e. To continuously and regularly maintain street trees along the
10 private roadways.
- 11 f. To complete the private improvements shown on the preliminary
12 plat and planned unit development.
- 13 g. To comply with the provisions of the Land Subdivision Ordinance
14 regarding land preparation.
- 15 h. To maintain the outlots and private improvements on a permanent
16 and continuous basis. However, the owner may be relieved and discharged of this
17 maintenance obligation upon creating in writing a permanent and continuous
18 association of property owners who would be responsible for said permanent and
19 continuous maintenance. The owner shall not be relieved of such maintenance
20 obligation until the document or documents creating said property owners
21 association have been reviewed and approved by the City Attorney and filed of
22 record with the Register of Deeds.
- 23 i. To complete the permanent lot and block staking before
24 construction on or conveyance of any lot shown on this final plat.

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

3 a. A bond or an approved escrow or security agreement in the
4 sum of \$63,000.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "First" of Paragraph 1 of this
6 resolution.

7 b. A bond or an approved escrow or security agreement in the
8 sum of \$14,000.00 conditioned upon the strict compliance by said owner with the
9 conditions contained in paragraph designated "Second" of Paragraph 1 of this
10 resolution.

11 c. A bond or an approved escrow or security agreement in the
12 sum of \$21,000.00 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraph designated "Third" of Paragraph 1 of this
14 resolution.

15 d. A bond or an approved escrow or security agreement in the
16 sum of \$16,800.00 conditioned upon the strict compliance by said owner with the
17 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
18 resolution.

19 e. A bond or an approved escrow or security agreement in the
20 sum of \$4,200.00 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
22 resolution.

23 f. A bond or an approved escrow or security agreement in the
24 sum of \$5,000.00 conditioned upon the strict compliance by said owner with the

1 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
2 resolution.

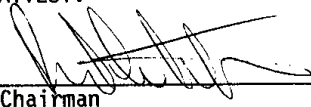
3 g. A bond or an approved escrow or security agreement in the
4 sum of \$800.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
6 resolution.

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

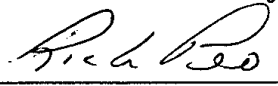
4 4. Immediately upon the adoption of this resolution, the City Clerk
5 shall cause the final plat and a certified copy of this resolution together with
6 the written agreement required herein to be filed in the office of the Register
7 of Deeds of Lancaster County, Nebraska. Filing fees shall be paid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

8 The foregoing Resolution was approved by the Lincoln City - Lancaster
9 County Planning Commission on this 25 day of October, 1995.

10 Dated this 25 day of October, 1995.

ATTEST:


Chairman

Approved as to Form & Legality:

But _____
City Attorney

OCT 27 1995

A G R E E M E N T

OLSSON ASSOCIATE

THIS AGREEMENT is made and entered into by and between Hampton Development Services, 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 WILLIAMSBURG VILLAGE 14TH 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 14TH 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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

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 26 day of October, 1995.

HAMPTON DEVELOPMENT SERVICES, INC.

Jolene R. Benfante
Witness

Robert D. Hampton
Robert D. Hampton, President

ATTEST:

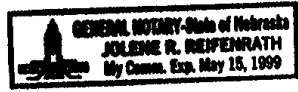
CITY OF LINCOLN, NEBRASKA,
a municipal Corporation

Paul A. Matz
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

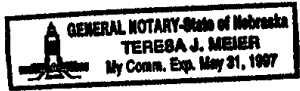
The foregoing instrument was acknowledged before me this 26th day of October, 1995, by Robert D. Hampton, President of Hampton Development Services, Inc.



Julie R. Reifemuth
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21st day of November, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



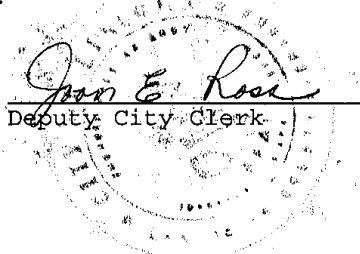
Teresa J. Meier
Notary Public

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 14th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **October 25, 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 28 day of November, 1995.


Joan E. Ross
Deputy City Clerk

*Ret. to
City Clerk*