

RESOLUTION NO. PC-00164

1 A RESOLUTION accepting and approving the plat designated as  
2 WILLIAMSBURG VILLAGE 11TH 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 A subdivision of Outlots C and D of Williamsburg  
9 Village 9th Addition located in the Southeast Quarter  
10 of Section 18, Township 9 North, Range 7 East of the  
11 6th P.M., Lancaster County, Nebraska, described as  
12 follows:

13 Beginning at the northwest corner of the Southeast  
14 Quarter of said Section 18, and extending thence north  
15 89 degrees 59 minutes 53 seconds east, on the north  
16 line of said Southeast Quarter, 790.00 feet; thence  
17 south 0 degrees 14 minutes 36 seconds east, 257.88  
18 feet to the point of curvature of a circular curve to  
19 the left having a central angle of 23 degrees 22  
20 minutes 40 seconds and a radius of 284.87 feet; thence  
21 on the arc of said circular curve, 116.23 feet; thence  
22 south 69 degrees 18 minutes 15 seconds east, 237.31  
23 feet; thence south 87 degrees 23 minutes 59 seconds  
24 east, 548.90 feet; thence south 45 degrees 26 minutes  
25 59 seconds west, 178.46 feet; thence north 62 degrees  
26 10 minutes 02 seconds west, 66.87 feet; thence north  
27 71 degrees 16 minutes 17 seconds west, 120.63 feet;  
28 thence 80 degrees 22 minutes 32 seconds west, 120.63  
29 feet; thence north 87 degrees 53 minutes 09 seconds  
30 west, 108.77 feet; thence south 80 degrees 16 minutes  
31 14 seconds west, 163.47 feet; thence south 53 degrees  
32 29 minutes 09 seconds west, 171.32 feet; thence south  
33 27 degrees 48 minutes 08 seconds west, 148.70 feet;  
34 thence south 5 degrees 41 minutes 00 seconds west,  
35 77.77 feet; thence south 4 degrees 16 minutes 35  
36 seconds east, 155.15 feet; thence south 52 degrees 30  
37 minutes 33 seconds west, 62.55 feet; thence south 82  
38 degrees 15 minutes 24 seconds west, 120.00 feet;  
39 thence south 52 degrees 51 minutes 19 seconds west,  
40 68.87 feet; thence south 82 degrees 15 minutes 24  
41 seconds west, 128.46 feet; thence north 5 degrees 19  
42 minutes 04 seconds west, 222.68 feet; thence north 84  
43 degrees 50 minutes 44 seconds west, 319.09 feet to the  
44 west line of said Southeast Quarter; thence north 0

1 degrees 14 minutes 35 seconds west, on said west line,  
2 866.57 feet to the point of beginning, containing  
3 18.77 acres;

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

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

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

10 1. That the plat of WILLIAMSBURG VILLAGE 11TH ADDITION as an  
11 addition to the City of Lincoln, Nebraska, filed in the office of the Planning  
12 Department of said City by RJI Development South, Ltd., a Nebraska  
13 corporation, as owner is hereby accepted and approved, and said owner is given  
14 the right to plat said WILLIAMSBURG VILLAGE 11TH ADDITION as an addition to  
15 said City in accordance therewith. Such acceptance and approval are  
16 conditioned upon the following:

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

24 Second: That said owner shall at its own cost and expense pay for  
25 all labor, material, engineering, and inspection costs in connection with the  
26 construction of sidewalks as shown on the approved preliminary plat. The  
27 construction shall be completed within four years following Planning  
28 Commission approval of this final plat.

1                   Third: 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 a public water distribution system as shown on the approved  
4 preliminary plat. The construction shall be completed within two years  
5 following Planning Commission approval of this final plat.

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

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

16                   Sixth: 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 installation of an ornamental street lighting system as required by the  
19 preliminary plat for all streets shown on this final plat. The construction  
20 shall be completed within two years following Planning Commission approval of  
21 this final plat.

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

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

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

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

13 The owner, its successors and assigns agree:

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

17 b. To protect the remaining trees on the site during  
18 construction and development.

19 c. To pay all improvement costs.

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

22 e. To continuously and regularly maintain the street  
23 trees.

24 f. To complete the private improvements shown on the  
25 preliminary plat and planned unit development.

26 g. To maintain the outlots and private improvements on a  
27 permanent and continuous basis. However, the owner may be relieved and

1 discharged of this maintenance obligation upon creating in writing a permanent  
2 and continuous association of property owners who would be responsible for  
3 said permanent and continuous maintenance. The owner shall not be relieved of  
4 such maintenance obligation until the document or documents creating said  
5 property owners association have been reviewed and approved by the City  
6 Attorney and filed of record with the Register of Deeds.

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

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

11 a. A bond or an approved escrow or security agreement in  
12 the sum of \$100,000.00 conditioned upon the strict compliance by said owner  
13 with the conditions contained in paragraph designated "First" of Paragraph 1  
14 of this resolution.

15 b. A bond or an approved escrow or security agreement in  
16 the sum of \$21,000.00 conditioned upon the strict compliance by said owner  
17 with the conditions contained in paragraph designated "Second" of Paragraph 1  
18 of this resolution.

19 c. A bond or an approved escrow or security agreement in  
20 the sum of \$47,000.00 conditioned upon the strict compliance by said owner  
21 with the conditions contained in paragraph designated "Third" of Paragraph 1  
22 of this resolution.

23 d. A bond or an approved escrow or security agreement in  
24 the sum of \$34,000.00 conditioned upon the strict compliance by said owner  
25 with the conditions contained in paragraph designated "Fourth" of Paragraph 1  
26 of this resolution.

1 e. A bond or an approved escrow or security agreement in  
2 the sum of \$8,300.00 conditioned upon the strict compliance by said owner with  
3 the conditions contained in paragraph designated "Fifth" of Paragraph 1 of  
4 this resolution.

5 f. A bond or an approved escrow or security agreement in  
6 the sum of \$5,700.00 conditioned upon the strict compliance by said owner with  
7 the conditions contained in paragraph designated "Sixth" of Paragraph 1 of  
8 this resolution.

9 g. A bond or an approved escrow or security agreement in  
10 the sum of \$6,220.00 conditioned upon the strict compliance by said owner with  
11 the conditions contained in paragraph designated "Seventh" of Paragraph 1 of  
12 this resolution.

13 h. A bond or an approved escrow or security agreement in  
14 the sum of \$230.00 conditioned upon the strict compliance by said owner with  
15 the conditions contained in paragraph designated "Eighth" of Paragraph 1 of  
16 this resolution.

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

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

3 4. Immediately upon the adoption of this resolution, the City  
4 Clerk shall cause the final plat and a certified copy of this resolution

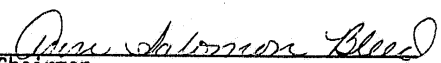
1 together with the written agreement required herein to be filed in the office  
2 of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be  
3 paid by said owner.

4 The foregoing Resolution was approved by the Lincoln City -  
5 Lancaster County Planning Commission on this 6th day of July,  
6 1994.

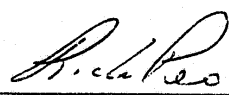
7 Dated this 6th day of July, 1994 .

8

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
Art 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 11TH 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 11TH 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 the lot buyers and home builders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain the street trees.



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

9

7. 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.

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

Dated this 15 day of July, 1994.

ATTEST:

RJL DEVELOPMENT SOUTH, LTD.,  
a Nebraska corporation,

Michael J. Gumbey  
Secretary

Joseph R. Hampton  
Vice President

ATTEST:

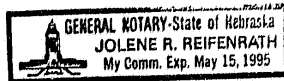
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,

Joan E. Ross, Deputy  
City Clerk

[Signature]  
Mayor

10  
STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

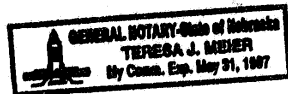
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 1994, by Joseph Hampton of RJI Development South, Ltd., a Nebraska corporation, on behalf of the corporation.



Jolene R. Reifensath  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 1994, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier  
Notary Public

Approved as to Form and Legality:

Asst [Signature]  
City Attorney

11

C E R T I F I C A T E

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss:  
STATE OF NEBRASKA )

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 11TH ADDITION and the AGREEMENT for said plat (RESOLUTION NO. PC-00164) as passed and approved by the Lincoln City-Lancaster County Planning Commission on the 6th day of July, 1994, 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 1st day of August, 1994.

*Joan E. Ross*  
Joan E. Ross, Deputy City Clerk

BLOCK  
*Mc*  
CODE  
*W1V19*  
CHECKED  
*[initials]*  
ENTERED  
*[initials]*  
EDITED

LANCASTER COUNTY, NEB  
*Dan Noltz*  
REGISTER OF DEEDS

AUG 5 1 21 PM '94

INST. NO. 94-35673

*\$56*

*83666*

*Return to City Clerk*