

780.

RESOLUTION NO. PC- 00119

1 A RESOLUTION accepting and approving the plat designated as
2 **WILLIAMSBURG VILLAGE 9TH 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, **R.J.L. Development South L.T.D.**, owner of a tract of land
7 legally described as:

8 Outlot A of Gettysburg Addition, located in the South-
9 east Quarter of Section 18, Township 9 North, Range 7
10 East, of the 6th P.M., Lancaster County, Nebraska,
11 described as follows:

12 Commencing at the southwest corner of said Southeast
13 Quarter, and extending thence north 0 degrees 14 minutes
14 35 seconds west on the west line of said Southeast
15 Quarter, 909.00 feet to the point of beginning; thence
16 continuing north 0 degrees 14 minutes 35 seconds west on
17 said west line, 1,732.02 feet; thence north 89 degrees
18 59 minutes 53 seconds east, 790.00 feet; thence south 0
19 degrees 14 minutes 36 seconds east, 257.88 feet to the
20 point of curvature of a circular curve to the left
21 having a central angle of 23 degrees 22 minutes 40
22 seconds and a radius of 284.87 feet, and whose chord
23 bears south 11 degrees 55 minutes 55 seconds east;
24 thence on the arc of said circular curve, 116.23 feet;
25 thence south 69 degrees 18 minutes 15 seconds east,
26 237.31 feet; thence south 87 degrees 23 minutes 59
27 seconds east, 548.90 feet; thence south 45 degrees 26
28 minutes 59 seconds west, 178.46 feet; thence north 62
29 degrees 10 minutes 02 seconds west, 66.87 feet; thence
30 north 71 degrees 16 minutes 17 seconds west, 120.63
31 feet; thence north 80 degrees 22 minutes 32 seconds
32 west, 120.63 feet; thence north 87 degrees 53 minutes 09
33 seconds west, 108.77 feet; thence south 80 degrees 16
34 minutes 14 seconds west, 163.47 feet; thence south 53
35 degrees 29 minutes 09 seconds west, 171.32 feet; thence
36 south 27 degrees 48 minutes 08 seconds west, 148.70
37 feet; thence south 5 degrees 41 minutes 00 seconds west,

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1 77.77 feet; thence south 86 degrees 34 minutes 56
2 seconds east, 124.59 feet to a point on a circular curve
3 to the right having a central angle of 9 degrees 26
4 minutes 25 seconds, a radius of 230.00 feet and whose
5 chord bears north 8 degrees 08 minutes 16 seconds east;
6 thence on the arc of said circular curve, 37.90 feet;
7 thence south 77 degrees 08 minutes 31 seconds east,
8 60.00 feet; thence south 85 degrees 32 minutes 20
9 seconds east, 113.55 feet; thence north 89 degrees 26
10 minutes 51 seconds east, 166.13 feet; thence south 70
11 degrees 38 minutes 06 seconds east, 230.17 feet; thence
12 south 40 degrees 57 minutes 05 seconds east, 218.34
13 feet; thence south 33 degrees 51 minutes 42 seconds
14 east, 83.95 feet; thence south 47 degrees 04 minutes 17
15 seconds west, 197.40 feet; thence south 4 degrees 23
16 minutes 46 seconds west, 122.34 feet; thence south 9
17 degrees 47 minutes 56 seconds east, 112.95 feet; thence
18 south 79 degrees 41 minutes 15 seconds east, 125.00
19 feet; thence south 89 degrees 24 minutes 26 seconds
20 east, 91.19 feet; thence north 78 degrees 07 minutes 03
21 seconds east, 135.00 feet to a point on a circular curve
22 to the left having a central angle of 1 degrees 25
23 minutes 57 seconds, a radius of 630.00 feet, and whose
24 chord bears south 12 degrees 35 minutes 55 seconds east;
25 thence on the arc of said circular curve, 15.75 feet;
26 thence north 76 degrees 41 minutes 06 seconds east,
27 60.00 feet to a point on a circular curve to the right
28 having a central angle of 2 degrees 09 minutes 41
29 seconds, a radius of 570.00 feet, and whose chord bears
30 north 12 degrees 14 minutes 04 seconds west; thence on
31 the arc of said circular curve, 21.50 feet; thence north
32 78 degrees 50 minutes 46 seconds east, 130.00 feet;
33 thence north 7 degrees 27 minutes 27 seconds west, 89.54
34 feet; thence north 6 degrees 33 minutes 00 seconds west,
35 90.00 feet; thence north 9 degrees 17 minutes 00 seconds
36 west, 65.37 feet; thence north 82 degrees 05 minutes 16
37 seconds east, 50.55 feet; thence south 7 degrees 54
38 minutes 56 seconds east, 256.65 feet; thence south 25
39 degrees 06 minutes 27 seconds east, 149.25 feet; thence
40 south 26 degrees 50 minutes 13 seconds east, 566.76
41 feet; thence north 89 degrees 42 minutes 04 seconds
42 east, 292.71 feet to the west line of South 40th Street;
43 thence south 0 degrees 17 minutes 41 seconds east, 35.05
44 feet; thence south 0 degrees 45 minutes 07 seconds west,
45 62.43 feet; thence south 89 degrees 40 minutes 39
46 seconds west, 273.59 feet; thence south 81 degrees 19
47 minutes 41 seconds west, 330.00 feet; thence north 83

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degrees 51 minutes 00 seconds west, 453.19 feet; thence north 79 degrees 54 minutes 20 seconds west, 400.00 feet; thence south 22 degrees 39 minutes 30 seconds west, 195.92 feet; thence south 8 degrees 29 minutes 30 seconds east, 270.00 feet to a point on the north line of Pine Lake Road; thence north 90 degrees 00 minutes 00 seconds, 422.05 feet; thence north 0 degrees 00 minutes 00 seconds east, 82.92 feet; thence north 60 degrees 17 minutes 11 seconds east, 120.94 feet; thence north 8 degrees 30 minutes 00 seconds west, 879.34 feet; thence north 26 degrees 30 minutes 00 seconds west, 167.03 feet; thence south 63 degrees 30 minutes 00 seconds west, 679.15 feet to the point of beginning, containing 66.895 acres.

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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

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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.

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

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1. That the plat of **WILLIAMSBURG VILLAGE 9TH 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 L.T.D.** as owner is hereby accepted and approved, and said owner is given the right to plat said **WILLIAMSBURG VILLAGE 9TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

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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

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1 streets as shown on the approved final plat. The construction shall be completed
2 within two years following Planning Commission approval of this final plat.

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

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

13 Fourth: 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 construction of a public wastewater collection system as shown on the approved
16 preliminary plat. The construction shall be completed within two years following
17 Planning Commission approval of this final plat.

18 Fifth: That said owner shall at its own cost and expense pay for all
19 labor, material, engineering, and inspection costs in connection with the
20 construction of drainage facilities as shown on the approved drainage study. The
21 construction shall be completed within two years following Planning Commission
22 approval of this final plat.

23 Sixth: That said owner shall at its own cost and expense pay for all
24 labor, material, engineering, and inspection costs in connection with the

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1 installation of an ornamental street lighting system as required by the
2 preliminary plat for all streets shown on this final plat. The construction
3 shall be completed within two years following Planning Commission approval of
4 this final plat.

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

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

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

20 Tenth: That said owner shall at its own cost and expense pay for all
21 labor, material, engineering, and inspection costs in connection with the removal
22 of the temporary turnarounds. The temporary turnarounds shall be removed at the
23 time the street is extended beyond the temporary turnaround.

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

3 The owner, its successors and assigns agree:

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

7 b. To pay all improvements.

8 c. To submit to the lot buyers and home builders a copy of the
9 soil analysis.

10 d. To complete the private improvements shown on the
11 preliminary plat and planned unit development.

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

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

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

1 a. A bond or an approved escrow or security agreement in the
2 sum of \$141,000 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "First" of Paragraph 1 of this
4 resolution.

5 b. A bond or an approved escrow or security agreement in the
6 sum of \$32,000 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Second" of Paragraph 1 of this
8 resolution.

9 c. A bond or an approved escrow or security agreement in the
10 sum of \$26,000 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Third" of Paragraph 1 of this
12 resolution.

13 d. A bond or an approved escrow or security agreement in the
14 sum of \$48,000 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
16 resolution.

17 e. A bond or an approved escrow or security agreement in the
18 sum of \$32,000 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
20 resolution.

21 f. A bond or an approved escrow or security agreement in the
22 sum of \$10,000 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
24 resolution.

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1 g. A bond or an approved escrow or security agreement in the
2 sum of \$8,390 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
4 resolution.

5 h. A bond or an approved escrow or security agreement in the
6 sum of \$575 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
8 resolution.

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

13 j. A bond or an approved escrow or security agreement in the
14 sum of \$400 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
16 resolution.

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


22 4. Immediately upon the adoption of this resolution, the City
23 Clerk shall cause the final plat and a certified copy of this resolution together
24 with the written agreement required herein to be filed in the office of the

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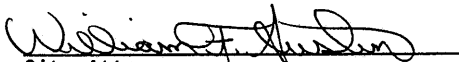
1 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by
2 said owner.

3 The foregoing Resolution was approved by the Lincoln City-Lancaster
4 County Planning Commission on this 29th day of September, 1993.

ATTEST:___


Chair

Approved as to Form & Legality:


City Attorney

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A G R E E M E N T

THIS AGREEMENT is made and entered into by and between R.J.L. Development South L.T.D., 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 9TH 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 9TH ADDITION, it is agreed by and between Subdivider and City as follows:

a. 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.

b. The Subdivider agrees to pay all improvements.

c. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.

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

e. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the owner may be

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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 owner 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.

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

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

Dated this 29 day of December, 1993

ATTEST:

R.J.L. Development South L.T.D.

Mitchell J. Jansberg
Secretary

Robert D. Hampton
President

ATTEST:

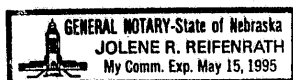
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul A. Mager
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 30th day of Sept., 1993, by Robert D. Hampton, President of R.J.L. Development South, L.T.D., a limited partnership, on behalf of the partnership.



Jolene R. Reifernath
Notary Public

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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 _____

RESOLUTION NO. PC-00119/WILLIAMSBURG

VILLAGE 9TH ADDITION

as passed and approved by the Lincoln City-Lancaster County
Planning Commission on the 29TH day of DECEMBER, 1993,
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 29th day of DECEMBER, 1993.

NO.
GETTYSBURG

[Handwritten signature]

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

LANCASTER COUNTY, NEB
Dan Neltner
REGISTRAR OF DEEDS

JAN 5 2 15 PM '94

INST. NO. 94— 780

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Return to City Clerk