

Don J. Galt

REGISTER OF DEEDS

2002 SEP -5 P 4:09

LANCASTER COUNTY, NE

\$ 77.50

INST NO 2002

059384

BLOCK

CODE

STRIES

STRIES2

EDSO 7

CHECKED

ENTERED

EDITED

E065359

RESOLUTION NO. PC- 00751

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

5 WHEREAS, **Parker Ground Partnership, a Nebraska general partnership**
 6 **(Parker), John F. Schleich and Andrea Schleich, husband and wife (Schleich), and**
 7 **the City of Lincoln, Nebraska, a municipal corporation,** owners of a tract of land legally
 8 described as:

9 Lot 62 I.T., Lot 69 I.T., Lots 3 and 4, Block 3, Stevens Ridge
 10 Estates, Lot 2, Stevens Ridge Estates 2nd Addition, Lot 5,
 11 Edenton South 7th Addition, and a portion of vacated
 12 Ashbrook Drive right-of-way, all located in the North Half of
 13 Section 15, Township 9 North, Range 7 East of the 6th P.M.,
 14 City of Lincoln, Lancaster County, Nebraska, and more
 15 particularly described as follows:

16 Commencing from the southeast corner of said Lot 69 I.T.,
 17 said point being the true point of beginning; thence on an
 18 assumed bearing of south 89 degrees 59 minutes 50 seconds
 19 west along the south line of said Lot 69 I.T., a distance of
 20 998.86 feet to the southwest corner of said Lot 69 I.T.; thence
 21 north 00 degrees 00 minutes 10 seconds west along a west
 22 line of said Lot 69 I.T., a distance of 175.00 feet to a west
 23 corner of said Lot 69 I.T.; thence south 89 degrees 59 minutes
 24 50 seconds west along a south line of said Lot 69 I.T., a
 25 distance of 60.00 feet to a west corner of said Lot 69 I.T., said
 26 point being on an east line of Lot 62 I.T.; thence south 00
 27 degrees 00 minutes 10 seconds east along an east line of said
 28 Lot 62 I.T., a distance of 175.00 feet to a southeast corner of
 29 said Lot 62 I.T.; thence south 89 degrees 59 minutes 50
 30 seconds west along the south line of said Lot 62 I.T., a
 31 distance of 883.90 feet to the southwest corner of said Lot 62
 32 I.T.; thence south 89 degrees 59 minutes 16 seconds west
 33 along the south line of Lot 3, Block 3, Stevens Ridge Estates,
 34 and the south line of Lot 5, Edenton South 7th Addition, a
 35 distance of 608.46 feet to the southwest corner of said Lot 5;

LG2, 69 NEW 15-9-7

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

thence north 01 degrees 58 minutes 31 seconds west along the west line of said Lot 5, a distance of 110.00 feet to the southeast corner of Lot 2, Stevens Ridge Estates 2nd Addition; thence north 51 degrees 24 minutes 00 seconds west along the southwest line of said Lot 2, a distance of 304.25 feet to the southwest corner of said Lot 2; thence along a curve in a counter clockwise direction, having a radius of 60.00 feet, arc length of 66.26 feet, delta angle of 63 degrees 16 minutes 08 seconds, a chord bearing of north 06 degrees 56 minutes 57 seconds east along a west line of said Lot 2, said line being the east right-of-way line of Doe Creek Circle, and a chord length of 62.94 feet to a point of tangency; thence north 24 degrees 41 minutes 07 seconds west along a west line of said Lot 2, said line being the east line of said right-of-way, a distance of 21.31 feet to a point of curvature; thence along a curve in a clockwise direction, having a radius of 44.00 feet, arc length of 26.28 feet, delta angle of 34 degrees 13 minutes 39 seconds, a chord bearing of north 07 degrees 34 minutes 18 seconds west along a west line of said Lot 2, said line being the east line of said right-of-way, and a chord length of 25.90 feet to a point of tangency; thence north 09 degrees 32 minutes 32 seconds east along a west line of said Lot 2, said line being the east line of said right-of-way, a distance of 75.92 feet to the northwest corner of said Lot 2; thence north 79 degrees 54 minutes 30 seconds east along a north line of said Lot 2, a distance of 178.38 feet to a north corner of said Lot 2; thence north 62 degrees 53 minutes 28 seconds east along a north line of said Lot 2, a distance of 34.80 feet to a north corner of said Lot 2; thence north 60 degrees 02 minutes 17 seconds east along a north line of said Lot 2, and a north line of Lot 5, Edenton South 7th Addition, a distance of 201.45 feet to a north corner of said Lot 5; thence south 29 degrees 35 minutes 26 seconds east along a northeast line of said Lot 5, said line being a west line of Ashbrook Drive right-of-way, a distance of 70.17 feet to a northwest corner of the vacated portion of said right-of-way; thence north 60 degrees 24 minutes 34 seconds east along the north line of said vacated right-of-way, a distance of 60.00 feet to the northeast corner of said right-of-way; thence north 29 degrees 35 minutes 26 seconds west along a southwest line of Lot 4, Block 3, Stevens Ridge Estates, said line being the east line of said right-of-way, a distance of 80.56 feet to a northwest corner of said Lot 4; thence north 59 degrees 39 minutes 39 seconds east along a northwest line of said Lot 4, a distance of 342.83 feet to a north corner of said Lot 4; thence north 89 degrees 52 minutes 33 seconds east along a north line of said Lot 4, a distance of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

119.23 feet to the northeast corner of said Lot 4; thence south 85 degrees 53 minutes 03 seconds east along the north line of Lot 62 I.T., a distance of 386.36 feet to a north corner of said Lot 62 I.T.; thence south 59 degrees 16 minutes 49 seconds east along a north line of said Lot 62 I.T., a distance of 98.48 feet to a north corner of said Lot 62 I.T.; thence south 00 degrees 00 minutes 10 seconds east along an east line of said Lot 62 I.T., a distance of 55.10 feet to a north corner of said Lot 62 I.T.; thence north 89 degrees 59 minutes 50 seconds east along the north line of said Lot 62 I.T., and the north line of Lot 69 I.T., a distance of 1,471.47 feet to the northeast corner of said Lot 69 I.T.; thence south 00 degrees 00 minutes 36 seconds east along the east line of said Lot 69 I.T., a distance of 708.66 feet to the point of beginning, said tract contains a calculated are of 1,926,857.12 square feet or 44.23 acres, more or less;

17
18

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

19
20

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.

21
22

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

23
24
25
26
27
28
29
30

1. That the plat of **PARKER'S LANDING ADDITION** as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Parker Ground Partnership, a Nebraska general partnership (Parker), John F. Schleich and Andrea Schleich, husband and wife (Schleich), and the City of Lincoln, Nebraska, a municipal corporation** as owners is hereby accepted and approved, and said owners are given the right to plat said **PARKER'S LANDING ADDITION** as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

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

7 Second: That Parker and Schleich shall at their own cost and expense pay
8 for all labor, material, engineering, and inspection costs in connection with the construction
9 of sidewalks as shown on the final plat. The construction shall be completed within four
10 years following Planning Commission approval of this final plat.

11 Third: That Parker and Schleich shall at their own cost and expense pay for
12 all labor, material, engineering, and inspection costs in connection with the construction of
13 sidewalks in pedestrian way easements as shown on the final plat. The construction shall
14 be completed at the same time that streets within this final plat are paved.

15 Fourth: That Parker and Schleich shall at their own cost and expense pay
16 for all labor, material, engineering, and inspection costs in connection with the construction
17 of a public water distribution system as shown on the approved preliminary plat. The
18 construction shall be completed within two years following Planning Commission approval
19 of this final plat.

20 Fifth: That Parker and Schleich shall at their own cost and expense pay for
21 all labor, material, engineering, and inspection costs in connection with the construction of
22 a public wastewater collection system as shown on the approved preliminary plat. The

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

3 Sixth: That Parker and Schleich shall at their own cost and expense pay for
4 all labor, material, engineering, and inspection costs in connection with the construction of
5 (a) drainage facilities, (b) detention pond outlet structure and pipe, and (c) the installation
6 of the private low-flow liner as shown on the approved drainage study. The construction
7 shall be completed within two years following Planning Commission approval of this final
8 plat.

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

14 Eighth: That Parker and Schleich shall at their own cost and expense pay
15 for all labor, material, and related costs in connection with the installation of street trees as
16 shown on final plat. The planting shall be completed within four years following Planning
17 Commission approval of this final plat.

18 Ninth: That Parker and Schleich shall at their own cost and expense pay for
19 all labor, material, and related costs in connection with the installation of street name signs
20 as approved by the Public Works Department. This installation shall be completed within
21 two years following Planning Commission approval of this final plat.

22 Tenth: That Parker and Schleich shall at their own cost and expense pay for
23 all labor, material, engineering, and inspection costs in connection with the placing of

1 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
2 lot staking shall be completed before construction on or conveyance of any lot shown in
3 this final plat.

4 2. That this plat shall not be filed for record or recorded in the Office of the
5 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and
6 until Parker and Schleich shall enter into a written agreement with the City which shall
7 provide as follows:

8 Parker and Schleich, their successors and assigns agree:

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

12 b. To protect the remaining trees on the site during construction
13 and development.

14 c. To pay all improvement costs.

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

17 e. To comply with the provisions of the Land Subdivision
18 Ordinance regarding land preparation.

19 f. To maintain the sidewalk in the pedestrian way easement,
20 outlots, and private improvements on a permanent and continuous basis. However, the
21 Parker and Schleich may be relieved and discharged of this maintenance obligation upon
22 creating in writing a permanent and continuous association of property owners who would
23 be responsible for said permanent and continuous maintenance. Parker and Schleich shall

1 not be relieved of such maintenance obligation until the document or documents creating
2 said property owners association have been reviewed and approved by the City Attorney
3 and filed of record with the Register of Deeds.

4 g. To continuously and regularly maintain street trees and
5 landscape screens planted on private property. However, Parker and Schleich may be
6 relieved and discharged of this maintenance obligation upon incorporating such
7 maintenance obligations in permanent covenants and restrictions in deeds to such private
8 property. Parker and Schleich shall not be relieved of such maintenance obligations until
9 the permanent covenants and restrictions in deeds have been reviewed and approved by
10 the City Attorney and filed of record with the Register of Deeds.

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

13 3. That Parker and Schleich shall, prior to adoption of this resolution, execute
14 and deliver to the City of Lincoln:

15 a. A bond or an approved escrow or security agreement in the
16 sum of \$395,200.00 conditioned upon the strict compliance by Parker and Schleich with
17 the conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

18 b. A bond or an approved escrow or security agreement in the
19 sum of \$112,450.00 conditioned upon the strict compliance by Parker and Schleich with
20 the conditions contained in paragraph designated "Second" of Paragraph 1 of this
21 resolution.

1 c. A bond or an approved escrow or security agreement in the
2 sum of \$1,400.00 conditioned upon the strict compliance by Parker and Schleich with the
3 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

4 d. A bond or an approved escrow or security agreement in the
5 sum of \$123,100.00 conditioned upon the strict compliance by Parker and Schleich with
6 the conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
7 resolution.

8 e. A bond or an approved escrow or security agreement in the
9 sum of \$105,300.00 conditioned upon the strict compliance by Parker and Schleich with
10 the conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

11 f. A bond or an approved escrow or security agreement in the
12 sum of \$106,200.00, \$6,500.00, and \$1,700.00 conditioned upon the strict compliance by
13 Parker and Schleich with the conditions contained in paragraph designated "Sixth (a), (b),
14 and (c)" respectively of Paragraph 1 of this resolution.

15 g. A bond or an approved escrow or security agreement in the
16 sum of \$68,000.00 conditioned upon the strict compliance by Parker and Schleich with the
17 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

18 h. A bond or an approved escrow or security agreement in the
19 sum of \$24,640.00 conditioned upon the strict compliance by Parker and Schleich with the
20 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

21 i. A bond or an approved escrow or security agreement in the
22 sum of \$805.00 conditioned upon the strict compliance by Parker and Schleich with the
23 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

j. A bond or an approved escrow or security agreement in the sum of \$5,550.00 conditioned upon the strict compliance by Parker and Schleich with the conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.


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

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

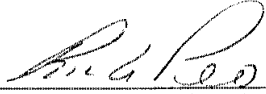
The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 10th day of July, 2002.

Dated this 10th day of July, 2002.

ATTEST:


Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

AGREEMENT

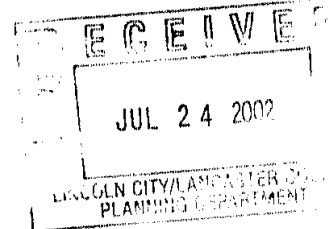
THIS AGREEMENT is made and entered into by and between **Parker Ground Partnership, a Nebraska general partnership, and John F. Schleich and Andrea Schleich, husband and wife**, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **PARKER'S LANDING 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 **PARKER'S LANDING 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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

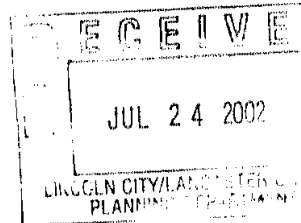
6. The Subdivider agrees to maintain the sidewalk in the pedestrian way easement, outlots, and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association 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.

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 continuously and regularly maintain street trees and landscape screens planted on private property. However, the Subdivider may be relieved and discharged of this maintenance obligation upon incorporating such maintenance obligations in permanent covenants and restrictions in deeds to such private property. The Subdivider shall not be relieved of such maintenance obligations until the permanent covenants and restrictions in deeds have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

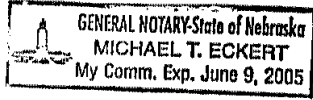
10. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

2



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

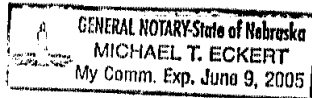
The foregoing instrument was acknowledged before me this 17th day of July, 2002, by John F. Scheich.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

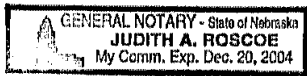
The foregoing instrument was acknowledged before me this 17th day of July, 2002, by Andrea Scheich.



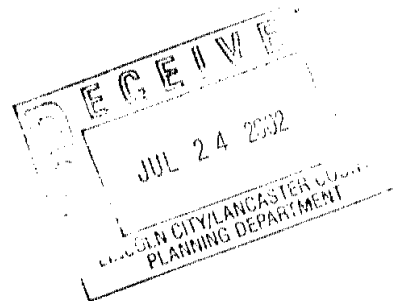
[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of July, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Signature]
Notary Public



C E R T I F I C A T E

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

I, Teresa J. Meier-Brock, 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 **Parker's Landing Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 10, 2002**, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 5th day of September, 2002.

