

\$70<sup>50</sup>

*Don J. ...*

REGISTER OF DEEDS

INST. NO 99

1999 APR 26 P 1:09

023149

BLOCK
CODE
<i>I.T.</i>
CHECKED
ENTERED
EDITED

\$70.50

RESOLUTION NO. PC-00488

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

6           WHEREAS, Pioneer Greens, L.L.C., a Nebraska limited liability  
7   company, owner of a tract of land legally described as:

8           Lot 8 I.T., Lot 61 I.T., and Lot 62 I.T., all located in  
9           the Northwest Quarter of Section 11, Township 9 North,  
10          Range 7 East of the 6th P.M., City of Lincoln, Lancaster  
11          County, Nebraska, and more particularly described as  
12          follows:

13          Commencing from the northwest corner of the Northwest  
14          Quarter of said Section 11; thence easterly on an  
15          assumed bearing of south 89 degrees 53 minutes 38  
16          seconds east along the north line of said Northwest  
17          Quarter, a distance of 50.00 feet to a point; thence  
18          south 00 degrees 12 minutes 11 seconds east, a distance  
19          of 50.00 feet to the northwest corner of said Lot 61  
20          I.T., said point being the true point of beginning;  
21          thence south 89 degrees 53 minutes 38 seconds east along  
22          the north line of said Lot 61 I.T., said line being  
23          50.00 feet south of and parallel to the north line of  
24          said Northwest Quarter, a distance of 149.32 feet to a  
25          point of deflection; thence south 88 degrees 19 minutes  
26          50 seconds east along the north line of said Northwest  
27          Quarter, a distance of 1122.15 feet to the northeast  
28          corner of said Lot 61 I.T.; thence south 00 degrees 04  
29          minutes 27 seconds east along the east lines of said Lot  
30          61 I.T. and said Lot 62 I.T., a distance of 1533.07 feet  
31          to the southeast corner of said Lot 62 I.T.; thence  
32          south 89 degrees 48 minutes 00 seconds west along the  
33          south line of said Lot 62 I.T., a distance of 1267.41  
34          feet to the southwest corner of said Lot 62 I.T., said  
35          point being on the east right-of-way line of South 84th  
36          Street; thence north 00 degrees 12 minutes 11 seconds  
37          west along the west lines of said Lot 62 I.T. and said  
38          Lot 61 I.T., said line being 50.00 feet east of and

*h*

1 parallel to the west line of said Northwest Quarter, a  
2 distance of 1136.93 feet to a point of intersection with  
3 the south line of said Lot 8 I.T.; thence north 88  
4 degrees 32 minutes 38 seconds west along the south line  
5 of said Lot 8 I.T., a distance of 50.02 feet to the  
6 southwest corner of said Lot 8 I.T., said point being on  
7 the west line of said Northwest Quarter; thence north 00  
8 degrees 12 minutes 11 seconds west along the west line  
9 of said Lot 8 I.T., said line being the west line of  
10 said Northwest Quarter, a distance of 230.68 feet to the  
11 northwest corner of said Lot 8 I.T.; thence south 88  
12 degrees 27 minutes 14 seconds east along the north line  
13 of said Lot 8 I.T., a distance of 50.02 feet to a point  
14 of deflection, said point being on the west line of said  
15 Lot 61 I.T.; thence north 00 degrees 12 minutes 11  
16 seconds west along the west line of said Lot 61 I.T.,  
17 said line being 50.00 feet east of and parallel to the  
18 west line of said Northwest Quarter, a distance of  
19 202.93 feet to the true point of beginning; said tract  
20 contains a calculated area of 1,983,254.63 square feet  
21 or 45.52 acres, more or less;

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

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

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

28 1. That the plat of **PIONEER GREENS ADDITION** as an addition to the  
29 City of Lincoln, Nebraska, filed in the office of the Planning Department of said  
30 City by Pioneer Greens, L.L.C., a Nebraska limited liability company, as owner  
31 is hereby accepted and approved, and said owner is given the right to plat said  
32 **PIONEER GREENS ADDITION** as an addition to said City in accordance therewith.  
33 Such acceptance and approval are conditioned upon the following:

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

1 construction of street improvements, including the grading, paving, and  
2 installation of curb and gutter, curb inlets, and storm drain laterals for all  
3 streets as shown on the approved final plat. The construction shall be completed  
4 within two years following Planning Commission approval of this final plat.

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

11 Third: That said owner shall at its own cost and expense pay  
12 for all labor, material, engineering, and inspection costs in connection with the  
13 construction of the right turn lane at Mandarin Drive from South 84th Street, the  
14 right turn lane at South 86th Street from Pioneers Boulevard, and the left turn  
15 lane from 84th Street to Mandarin Drive as shown on the approved final plat. The  
16 construction shall be completed within two years following Planning Commission  
17 approval of this final plat.

18 Fourth: That said owner shall at its own cost and expense pay  
19 for all labor, material, engineering, and inspection costs in connection with the  
20 construction of sidewalks along the east side of South 84th Street, the south  
21 side of Pioneers Boulevard, and along the interior streets as shown on the final  
22 plat. The construction shall be completed within four years following Planning  
23 Commission approval of this final plat.

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

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

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

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

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

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

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

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

10 Twelfth: That said owner shall at its own cost and expense pay  
11 for all labor, material, and related costs in connection with the installation  
12 of a landscape screen as shown on the approved landscape plan. The installation  
13 shall be completed within two years following Planning Commission approval of  
14 this final plat.

15 Thirteenth: That said owner shall at its own cost and expense  
16 pay for all labor, material, and related costs in connection with the  
17 installation of street name signs as approved by the Public Works Department.  
18 This installation shall be completed within two years following Planning  
19 Commission approval of this final plat.

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

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

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

10                   The owner, its successors and assigns agree:

11                   a. To submit to the Directory of Public Works an erosion  
12 control plan.

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

15                   c. To pay all improvement costs.

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

18                   e. To continuously and regularly maintain street trees along  
19 Pioneers Boulevard and South 84th Street and along the private roadways, and  
20 landscape screens.

21                   f. To complete the private improvements shown on the  
22 preliminary plat, community unit plan, and use permit.

23                   g. To maintain the outlots and private improvements on a  
24 permanent and continuous basis. However, the owner may be relieved and  
25 discharged of this maintenance obligation upon creating in writing a permanent

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

6 h. To relinquish the right of direct vehicular access from  
7 individual lots to Pioneers Boulevard and South 84th Street.

8 i. To comply with the provisions of the Land Subdivision  
9 Ordinance regarding land preparation.

10 j. To complete the permanent lot and block staking before  
11 conveyance of any lot shown on this final plat.

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

14 a. A bond or an approved escrow or security agreement in the  
15 sum of \$286,000.00 conditioned upon the strict compliance by said owner with the  
16 conditions contained in paragraph designated "First" of Paragraph 1 of this  
17 resolution.

18 b. A bond or an approved escrow or security agreement in the  
19 sum of \$117,500.00 conditioned upon the strict compliance by said owner with the  
20 conditions contained in paragraph designated "Second" of Paragraph 1 of this  
21 resolution.

22 c. A bond or an approved escrow or security agreement in the  
23 sum of \$15,000.00 conditioned upon the strict compliance by said owner with the  
24 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
25 resolution.

1 d. A bond or an approved escrow or security agreement in the  
2 sum of \$92,300.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
4 resolution.

5 e. A bond or an approved escrow or security agreement in the  
6 sum of \$149,100.00 conditioned upon the strict compliance by said owner with the  
7 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this  
8 resolution.

9 f. A bond or an approved escrow or security agreement in the  
10 sum of \$12,700.00 conditioned upon the strict compliance by said owner with the  
11 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this  
12 resolution.

13 g. A bond or an approved escrow or security agreement in the  
14 sum of \$159,700.00 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this  
16 resolution.

17 h. A bond or an approved escrow or security agreement in the  
18 sum of \$61,500.00 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this  
20 resolution.

21 i. A bond or an approved escrow or security agreement in the  
22 sum of \$31,700.00 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this  
24 resolution.



1                   j.     A bond or an approved escrow or security agreement in the  
2     sum of \$36,300.00 conditioned upon the strict compliance by said owner with the  
3     conditions contained in paragraph designated "Tenth" of Paragraph 1 of this  
4     resolution.

5                   k.     A bond or an approved escrow or security agreement in the  
6     sum of \$32,340.00 conditioned upon the strict compliance by said owner with the  
7     conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this  
8     resolution.

9                   l.     A bond or an approved escrow or security agreement in the  
10    sum of \$7,650.00 conditioned upon the strict compliance by said owner with the  
11    conditions contained in paragraph designated "Twelfth" of Paragraph 1 of this  
12    resolution.

13                  m.     A bond or an approved escrow or security agreement in the  
14    sum of \$1,500.00 conditioned upon the strict compliance by said owner with the  
15    conditions contained in paragraph designated "Thirteenth" of Paragraph 1 of this  
16    resolution.

17                  n.     A bond or an approved escrow or security agreement in the  
18    sum of \$4,850.00 conditioned upon the strict compliance by said owner with the  
19    conditions contained in paragraph designated "Fourteenth" of Paragraph 1 of this  
20    resolution.

21                  o.     A bond or an approved escrow or security agreement in the  
22    sum of \$54,000.00 conditioned upon the strict compliance by said owner with the  
23    conditions contained in paragraph designated "Fifteenth" of Paragraph 1 of this  
24    resolution.

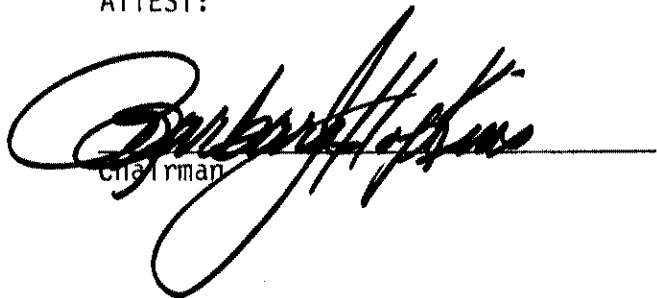
1           The bonds required above shall be subject to approval by the City  
2 Attorney. In the event that said owner or its surety shall fail to satisfy the  
3 conditions herein set forth within the time specified in this resolution, the  
4 City may cause the required work to be performed and recover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

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

11           The foregoing Resolution was approved by the Lincoln City - Lancaster  
12 County Planning Commission on this 7th day of April, 1999.

13           Dated this 7th day of April, 1999.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
\_\_\_\_\_  
Chief Assistant City Attorney

## A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Pioneer Greens, L.L.C., a Nebraska limited liability company, 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 PIONEER GREENS 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 PIONEER GREENS ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Directory of Public Works an erosion control plan.
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 Pioneers Boulevard and South 84th Street and along the private roadways, and landscape screens.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat, community unit plan, and use permit.

7. The Subdivider agrees to relinquish the right of direct vehicular access from individual lots to Pioneers Boulevard and South 84th Street.

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

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

10. 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.

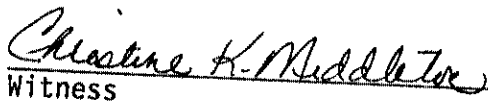
11. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 14th day of APRIL, 1999.

PIONEER GREENS, L.L.C., a  
Nebraska limited liability company,

By: LIN-KEO INVESTMENT CO., L.L.C.,  
Manager,

  
Donald E. Linscott, Member

  
Christine K. Middleton  
Witness

Christine K. Middleton  
Witness

Michelle E. Keogh  
Michelle E. Keogh, Member

ATTEST:

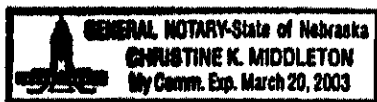
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Paul M. Meyer  
City Clerk

Dale Young  
Mayor

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 14th day of APRIL, 1999, by Donald Linscott.



Christine K. Middleton  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

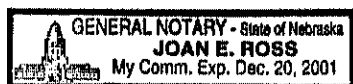
The foregoing instrument was acknowledged before me this 14th day of APRIL, 1999, by Michelle E. Keogh.



Christine K. Middleton  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 21st day of April, 1999, by Dale Young, 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 **Pioneer Greens Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **April 7, 1999**, 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 5<sup>th</sup> day of April, 1999.

Joan E. Ross  
Deputy City Clerk

*Ret to City Clerk*