

*Dan Jolte*

REGISTER OF DEEDS

2002 JAN 31 P 1:51

LANCASTER COUNTY, NE

INST NO 2002

007590

# 66.00

BLOCK

CODE

JBSI / FAICE

CHECKED

ENTERED

EDITED

RESOLUTION NO. PC- 00690

1 A RESOLUTION accepting and approving the plat designated as **FAIRFIELD**  
 2 **CENTRE 2ND 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 herein  
 4 specified and providing for sureties conditioned upon the strict compliance with such  
 5 conditions.

6 WHEREAS, **B.E.G.I., L.L.C., a Nebraska limited liability company**, owner  
 7 of a tract of land legally described as:

8 Outlot "A", Fairfield Centre Addition, and Lot 1, J.B.'s 1<sup>st</sup>  
 9 Addition, Lincoln, Lancaster County, Nebraska, located in the  
 10 Southeast Quarter of Section 12, Township 10 North, Range  
 11 6 East of the 6<sup>th</sup> P.M., and more particularly described as  
 12 follows:

13 Referring to the southeast corner of said Section 12, Township  
 14 10 North, Range 6 East; thence in a westerly direction, along  
 15 the south line of said Section 12, on an assumed bearing of  
 16 north 88 degrees 55 minutes 09 seconds west, for a distance  
 17 of 1674.97 feet (said point located on the south section line  
 18 and centerline of North 23<sup>rd</sup> Street); thence north 01 degrees  
 19 09 minutes 12 seconds east (along said centerline ), for a  
 20 distance of 683.48 feet to the point of beginning; thence north  
 21 66 degrees 51 minutes 50 seconds west, for a distance of  
 22 236.55 feet; thence north 00 degrees 20 minutes 35 seconds  
 23 west, for a distance of 223.74 feet to the centerline of Judson  
 24 Street; thence north 00 degrees 20 minutes 35 seconds west,  
 25 for a distance of 376.38 feet; thence north 36 degrees 12  
 26 minutes 52 seconds east, for a distance of 299.70 feet; thence  
 27 south 88 degrees 46 minutes 35 seconds east, for a distance  
 28 of 664.70 feet to a point on the westerly right-of-way line of  
 29 North 25<sup>th</sup> Street; thence south 01 degrees 21 minutes 38  
 30 seconds west (on said westerly right-of-way line of North 25<sup>th</sup>  
 31 Street) for a distance of 48.22 feet; thence south 88 degrees  
 32 38 minutes 22 seconds east, for a distance of 72.00 feet to a  
 33 point on the easterly right-of-way line of North 25<sup>th</sup> Street;  
 34 thence north 01 degrees 21 minutes 38 seconds east (on said

*City Clerk*

1 easterly right-of-way line of North 25<sup>th</sup> Street), for a distance of  
2 50.03 feet; thence south 88 degrees 44 minutes 13 seconds  
3 east for a distance of 207.21 feet; thence north 01 degrees 15  
4 minutes 17 seconds east, for a distance of 180.00 feet to a  
5 point of intersection with the southerly right-of-way line of  
6 Fairfield Street; thence south 88 degrees 44 minutes 43  
7 seconds east (on said southerly right-of-way line of Fairfield  
8 Street), for a distance of 130.00 feet; to a point of curvature of  
9 an 80.95 foot radius curve to the right with a central angle of  
10 48 degrees 38 minutes 42 seconds, a chord bearing of south  
11 22 degrees 53 minutes 43 seconds east, a chord length of  
12 66.68 feet, for an arc distance of 68.73 feet to a point of  
13 tangency; thence south 01 degrees 25 minutes 38 seconds  
14 west, for a distance of 60.98 feet to a point of curvature of a  
15 75.00 foot radius curve to the left with a central angle of 78  
16 degrees 13 minutes 27 seconds, a chord bearing of south 37  
17 degrees 41 minutes 05 seconds east, a chord length of 94.63  
18 feet, for an arc distance of 102.40 feet to a point of tangency;  
19 thence south 76 degrees 47 minutes 49 seconds east, for a  
20 distance of 155.02 feet; thence north 78 degrees 12 minutes  
21 00 seconds east, for a distance of 85.70 feet; thence south 34  
22 degrees 51 minutes 00 seconds west, for a distance of 37.98  
23 feet; thence south 42 degrees 06 minutes 02 seconds west, for  
24 a distance of 353.62 feet; thence south 42 degrees 04 minutes  
25 18 seconds west, for a distance of 154.93 feet; thence south  
26 44 degrees 45 minutes 49 seconds west, for a distance of  
27 323.72 feet; thence south 24 degrees 25 minutes 29 seconds  
28 west, for a distance of 604.56 feet; thence north 86 degrees 33  
29 minutes 44 seconds west, for a distance of 186.70 feet; thence  
30 north 02 degrees 12 minutes 03 seconds west, for a distance  
31 of 22.19 feet; thence north 40 degrees 06 minutes 21 seconds  
32 east, for a distance of 302.01 feet; thence north 22 degrees 47  
33 minutes 40 seconds west, for a distance of 169.77 feet; thence  
34 south 65 degrees 58 minutes 14 seconds west, for a distance  
35 of 380.15 feet; thence north 66 degrees 51 minutes 50  
36 seconds west, for a distance of 113.62 to the point of  
37 beginning (said centerline of North 23<sup>rd</sup> Street) and containing  
38 2 lots, 3 outlots and a calculated area of 26.0 acres, more or  
39 less.

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

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

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

5                   1. That the plat of as an addition to the City of Lincoln, Nebraska, filed in the  
6 office of the Planning Department of said City by **B.E.G.I., L.L.C., a Nebraska limited**  
7 **liability company**, as owner is hereby accepted and approved, and said owner is given  
8 the right to plat said **FAIRFIELD CENTRE 2ND ADDITION** as an addition to said City in  
9 accordance therewith. Such acceptance and approval are conditioned upon 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 construction of  
12 street improvements, including the grading, paving, and installation of curb and gutter, curb  
13 inlets, and storm drain laterals for all streets as shown on the approved final plat. The  
14 construction shall be completed within two years following Planning Commission approval  
15 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 construction  
18 of sidewalks as shown on the final plat. The construction shall be completed within four  
19 years following Planning Commission approval of this final plat.

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

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

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

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

21 Eighth: That said owner shall at its own cost and expense pay for all  
22 labor, material, and related costs in connection with the installation of street name signs

1 as approved by the Public Works Department. This installation shall be completed within  
2 two years following Planning Commission approval of this final plat.

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

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

12 The owner, its successors and assigns agree:

- 13 a. To submit to the Director of Public Works an erosion and  
14 sedimentation control plan.
- 15 b. To protect the remaining trees on the site during construction  
16 and development.
- 17 c. To pay all improvement costs.
- 18 d. To submit to lot buyers and builders a copy of the soil analysis.
- 19 e. To complete the private improvements shown on the preliminary  
20 plat.
- 21 f. To maintain the outlots and private improvements on a  
22 permanent and continuous basis. However, the owner may be relieved and discharged  
23 of this maintenance obligation upon creating in writing a permanent and continuous

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

5 g. To comply with the provisions of the Land Subdivision  
6 Ordinance regarding land preparation.

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, execute and  
10 deliver to the City of Lincoln:

11 a. A bond or an approved escrow or security agreement in the  
12 sum of \$149,500.00 conditioned upon the strict compliance by said owner with the  
13 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

14 b. A bond or an approved escrow or security agreement in the  
15 sum of \$13,600.00 conditioned upon the strict compliance by said owner with the  
16 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

17 c. A bond or an approved escrow or security agreement in the  
18 sum of \$41,800.00 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

20 d. A bond or an approved escrow or security agreement in the  
21 sum of \$26,500.00 conditioned upon the strict compliance by said owner with the  
22 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

1 e. A bond or an approved escrow or security agreement in the  
2 sum of \$84,000.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

4 f. A bond or an approved escrow or security agreement in the  
5 sum of \$24,500.00 conditioned upon the strict compliance by said owner with the  
6 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

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

10 h. A bond or an approved escrow or security agreement in the  
11 sum of \$115.00 conditioned upon the strict compliance by said owner with the conditions  
12 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

13 i. A bond or an approved escrow or security agreement in the  
14 sum of \$300.00 conditioned upon the strict compliance by said owner with the conditions  
15 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

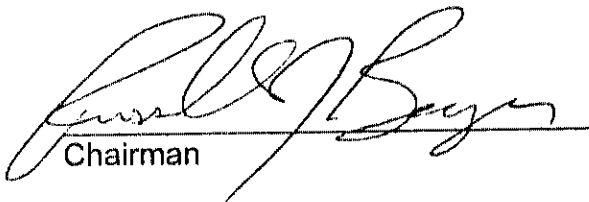
16 The bonds required above shall be subject to approval by the City Attorney.  
17 In the event that said owner or its surety shall fail to satisfy the conditions herein set forth  
18 within the time specified in this resolution, the City may cause the required work to be  
19 performed and recover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

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

1 The foregoing Resolution was approved by the Lincoln City - Lancaster  
2 County Planning Commission on this 25th day of July, 2001.

3 Dated this 25th day of July, 2001.

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 **B.E.G.I., 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 **FAIRFIELD CENTRE 2ND 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 **FAIRFIELD CENTRE 2ND ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works an erosion and sedimentation 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 builders a copy of the soil analysis.
5. The Subdivider agrees to complete the private improvements shown on the preliminary plat.

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

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 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.

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

Dated this 31st day of July, 2001.

B.E.G.I., L.L.C.,  
a Nebraska limited liability company,

Barbara Robinson  
Witness

Bruce Bailey  
Bruce Bailey, Managing Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

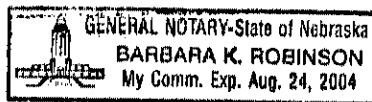
Caron E. Boer  
City Clerk

Don Wouly  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

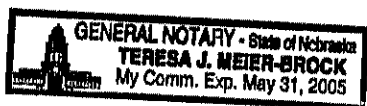
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2001, by Bruce Bailey, Managing Member, B.E.G.I, L.L.C., a Nebraska limited liability company.

Barbara K. Robinson  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier-Brock  
Notary Public

# LIEN HOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS "FAIRFIELD CENTRE SECOND ADDITION" (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA, AS INSTRUMENT NO. 00-11113 (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS, OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE.

THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

WITNESS MY HAND THIS 19<sup>th</sup> DAY OF APRIL, 2001  
[Signature] President  
LINCOLN FEDERAL SAVINGS BANK

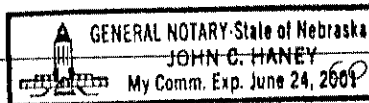
## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA      SS  
COUNTY OF LANCASTER   SS

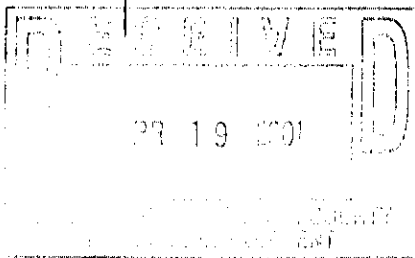
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY

THIS 19<sup>th</sup> DAY OF APRIL, 2001

John C. Haney  
NOTARY PUBLIC



6-24-01  
COMMISSION EXPIRES



# 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 **Fairfield Centre 2<sup>nd</sup> Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held July 25, 2001, 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 31<sup>st</sup> day of January, 2002.

*Teresa J. Meier-Brock*  
Deputy City Clerk

