

\$ 78.00

INST NO 2003
018406

2003 FEB 25 P 4: 08

BLOCK

#1 EDN03
PLAT 100-3
mdd
AJP

RESOLUTION NO. PC- 00788

1 A RESOLUTION accepting and approving the plat designated as EDENTON
2 NORTH 11th 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, Lincoln Land and Mortgage Company, a Nebraska
6 corporation; Lincoln Federal Bancorp, Inc.; Easthart Owners Association, Inc., a
7 Nebraska nonprofit corporation; and Hartland Homes, Inc., a Nebraska corporation,
8 owners of a tract of land legally described as:

9 N 1/2 Block 2
10 Lot 109 Irregular Tract; Outlot D, Edenton North 3rd Addition;
11 N 1/2 Outlot A, Outlot B, Outlot C, and Lot 5, Block 1, Hartland Homes
12 East 3rd Addition; located in Section 10, Township 9 North,
13 Range 7 East of the 6th P.M., Lincoln, Lancaster County,
Nebraska and more particularly described as follows:

14 Referring to the southwest corner of said Northeast Quarter of
15 said Section; thence; south 00 degrees 02 minutes 03 seconds
16 east (an assumed bearing), a distance of 154.01 feet to the point
17 of beginning; thence south 89 degrees 53 minutes 56 seconds
18 west, a distance of 647.07 feet; thence north 00 degrees 06
19 minutes 04 seconds west, a distance of 125.00 feet; thence north
20 18 degrees 21 minutes 13 seconds east, a distance of 63.25
21 feet; thence north 00 degrees 04 minutes 38 seconds west, a
22 distance of 130.06 feet; thence north 38 degrees 58 minutes 58
23 seconds east, a distance of 26.81 feet; thence north 00 degrees
24 27 minutes 49 seconds west, a distance of 231.84 feet; thence
25 north 89 degrees 55 minutes 08 seconds east, a distance of
26 30.00 feet; thence north 00 degrees 27 minutes 49 seconds
27 west, a distance of 60.00 feet; thence south 89 degrees 55
28 minutes 08 seconds west, a distance of 25.65 feet; thence north
29 00 degrees 06 minutes 44 seconds east, a distance of 139.28
30 feet; thence north 06 degrees 25 minutes 07 seconds east, a
31 distance of 88.39 feet; thence north 08 degrees 21 minutes 57

Teresa Gily Clark

1 seconds east, a distance of 166.61 feet; thence north 08
2 degrees 22 minutes 33 seconds east, a distance of 260.42 feet;
3 thence north 13 degrees 49 minutes 05 seconds east, a distance
4 of 111.81 feet; thence north 34 degrees 15 minutes 50 seconds
5 east, a distance of 115.85 feet; thence north 49 degrees 49
6 minutes 51 seconds east, a distance of 240.00 feet; thence
7 south 43 degrees 06 minutes 24 seconds east, a distance of
8 30.00 feet; thence north 50 degrees 00 minutes 51 seconds
9 east, a distance of 60.00 feet; thence north 43 degrees 06
10 minutes 24 seconds west, a distance of 47.49 feet; thence north
11 49 degrees 46 minutes 04 seconds east, a distance of 120.00
12 feet; thence north 40 degrees 16 minutes 40 seconds west, a
13 distance of 104.79 feet to the point of curvature of a curve to the
14 left, having a central angle of 09 degrees 21 minutes 06
15 seconds, a radius of 336.00 feet, an arc length of 54.84 feet, a
16 chord length of 54.78 feet, and a chord bearing of north 39
17 degrees 55 minutes 18 seconds east; thence on said curve, a
18 distance of 54.84 feet to the point of tangency; thence north 35
19 degrees 14 minutes 49 seconds east, a distance of 74.82 feet;
20 thence south 31 degrees 39 minutes 43 seconds east, a
21 distance of 377.58 feet; thence south 31 degrees 36 minutes 39
22 seconds east, a distance of 465.03 feet; thence south 61
23 degrees 33 minutes 12 seconds east, a distance of 829.45 feet;
24 thence south 27 degrees 51 minutes 57 seconds west, a
25 distance of 86.41 feet; thence south 39 degrees 35 minutes 42
26 seconds east, a distance of 202.06 feet; thence south 29
27 degrees 23 minutes 56 seconds east, a distance of 97.45 feet;
28 thence south 10 degrees 50 minutes 24 seconds east, a
29 distance of 97.45 feet; thence south 00 degrees 01 minutes 05
30 seconds west, a distance of 268.96 feet; thence north 89
31 degrees 57 minutes 18 seconds west, a distance of 512.88 feet;
32 thence south 00 degrees 30 minutes 09 seconds west, a
33 distance of 109.90 feet to the point of curvature of a curve to the
34 right having a central angle of 21 degrees 12 minutes 43
35 seconds a radius of 364.00 feet, an arc length of 134.76 feet, a
36 chord length of 133.99 feet, and a chord bearing of north 71
37 degrees 51 minutes 11 seconds west; thence on said curve, a
38 distance of 134.76 feet to the point of tangency; thence north 61
39 degrees 33 minutes 31 seconds west, a distance of 143.52 feet;
40 thence north 89 degrees 57 minutes 18 seconds west, a
41 distance of 151.40 feet; thence south 61 degrees 33 minutes 31
42 seconds east, a distance of 60.89 feet; thence south 28 degrees
43 26 minutes 29 seconds west, a distance of 115.00 feet; thence

1 north 61 degrees 33 minutes 31 seconds west, a distance of
2 22.80 feet; thence south 28 degrees 26 minutes 29 seconds
3 west, a distance of 508.86 feet; thence south 74 degrees 25
4 minutes 07 seconds east, a distance of 121.32 feet to the point
5 of curvature of a curve to the left, having a central angle of 02
6 degrees 33 minutes 10 seconds, a radius of 330.00 feet, an arc
7 length of 14.70 feet, a chord length of 14.70 feet, and a chord
8 bearing of south 14 degrees 18 minutes 18 seconds west;
9 thence on said curve, a distance of 14.70 feet to the point of
10 tangency; thence north 76 degrees 58 minutes 17 seconds west,
11 a distance of 134.93 feet; thence north 00 degrees 02 minutes
12 03 seconds west, a distance of 429.33 feet to the point of
13 beginning and containing a calculated area of 50.866 acres
14 more or less;

15 have filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,
16 with a request for approval and acceptance thereof; and

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

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

21 1. That the plat of **EDENTON NORTH 11TH ADDITION** as an addition to the
22 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
23 **Lincoln Land and Mortgage Company, a Nebraska corporation; Lincoln Federal**
24 **Bancorp, Inc.; Easthart Owners Association, Inc., a Nebraska nonprofit corporation;**
25 **and Hartland Homes, Inc., a Nebraska corporation,** as owners is hereby accepted and
26 approved, and said owner is given the right to plat said **EDENTON NORTH 11TH ADDITION**
27 as an addition to said City in accordance therewith. Such acceptance and approval are
28 conditioned upon the following:

1 First: That said owners shall at their own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the construction of street
3 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,
4 and storm drain laterals for Glynoaks Drive, S. 76th Street, and S. 78th Street as shown on
5 the approved final plat. The construction shall be completed within two years following
6 Planning Commission approval of this final plat.

7 Second: That said owners shall at their own cost and expense pay for
8 all labor, material, engineering, and inspection costs in connection with the placing of
9 temporary turnarounds and barricades located at the temporary dead-end of S. 76th Street,
10 S. 77th Street, and S. 78th Street. The construction shall be completed within two years
11 following Planning Commission approval of this final plat.

12 Third: That said owners shall at their own cost and expense pay for all
13 labor, material, engineering, and inspection costs in connection with the construction of
14 sidewalks along both sides of Glynoaks Drive, S. 76th Street, and S. 78th Street and along
15 Lucile Drive as shown on the final plat. The construction shall be completed within four years
16 following Planning Commission approval of this final plat.

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

21 Fifth: That said owners shall at their own cost and expense pay for all
22 labor, material, engineering, and inspection costs in connection with the construction of a

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

4 Sixth: That said owners shall at their own cost and expense pay for all
5 labor, material, engineering, and inspection costs in connection with the construction of
6 drainage facilities as shown on the approved drainage study. The construction shall be
7 completed within two years following Planning Commission approval of this final plat.

8 Seventh: That said owners shall at their own cost and expense pay for
9 all labor, material, engineering, and inspection costs in connection with the installation of an
10 ornamental street lighting system as required by the preliminary plat along Lucile Drive,
11 Glynoaks Drive, S. 76th Street, and S. 78th Street as shown on this final plat. The construction
12 shall be completed within two years following Planning Commission approval of this final plat.

13 Eighth: That said owners shall at their own cost and expense pay for all
14 labor, material, and related costs in connection with the installation of street trees along Lucile
15 Drive, Glynoaks, Drive, S. 76th Street, and S. 78th Street as shown on the final plat. The
16 planting shall be completed within four years following Planning Commission approval of this
17 final plat.

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

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

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

8 The owners, their successors and assigns agree:

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

12 b. To complete the private improvement shown on the preliminary
13 plat.

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

16 d. To pay all improvement costs.

17 e. To maintain the outlots and private improvements on a permanent
18 and continuous basis. However, the owners may be relieved and discharged of this
19 maintenance obligation upon creating in writing a permanent and continuous association of
20 property owners who would be responsible for said permanent and continuous maintenance.

21 The owners shall not be relieved of such maintenance obligation until the document or

1 documents creating said property owners association have been reviewed and approved by
2 the City Attorney and filed of record with the Register of Deeds.

3 f. To comply with the provisions of the Land Subdivision Ordinance
4 regarding land preparation.

5 g. To inform all purchasers and users that the land is located within
6 the 100 year floodplain and that the grading of the lots and outlots shall be in conformance with
7 the grading plan approved with the preliminary plat or as amended by the Director of Planning.
8 The volume of fill material brought into each lot and outlot from outside the floodplain shall not
9 exceed that shown on the approved grading plan accompanying the preliminary plat.

10 h. To comply with the Lower Platte South Natural Resources District
11 Notice of Intent approval process.

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

14 a. A bond or an approved escrow or security agreement in the sum
15 of \$157,600.00 conditioned upon the strict compliance by said owners with the conditions
16 contained in paragraph designated "First" of Paragraph 1 of this resolution.

17 b. A bond or an approved escrow or security agreement in the sum
18 of \$3,000.00 conditioned upon the strict compliance by said owners with the conditions
19 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

20 c. A bond or an approved escrow or security agreement in the sum
21 of \$37,100.00 conditioned upon the strict compliance by said owner with the conditions
22 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

1 d. A bond or an approved escrow or security agreement in the sum
2 of \$41,000.00 conditioned upon the strict compliance by said owners with the conditions
3 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

4 e. A bond or an approved escrow or security agreement in the sum
5 of \$124,500.00 conditioned upon the strict compliance by said owners with the conditions
6 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

7 f. A bond or an approved escrow or security agreement in the sum
8 of \$20,800.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

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

13 h. A bond or an approved escrow or security agreement in the sum
14 of \$10,340.00 conditioned upon the strict compliance by said owners with the conditions
15 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

16 i. A bond or an approved escrow or security agreement in the sum
17 of \$345.00 conditioned upon the strict compliance by said owners with the conditions
18 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

19 g. A bond or an approved escrow or security agreement in the sum
20 of \$2,475.00 conditioned upon the strict compliance by said owners with the conditions
21 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

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

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

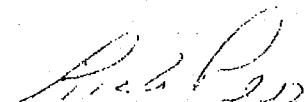
9 The foregoing Resolution was approved by the Lincoln City - Lancaster County
10 Planning Commission on this 8th day of January, 2003.

11 Dated this 8th day of January, 2003.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between Lincoln Land and Mortgage Company, a Nebraska corporation; Lincoln Federal Bancorp, Inc.; Easthart Owners Association, Inc., a Nebraska nonprofit corporation; and Hartland Homes, Inc., 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 **EDENTON NORTH 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 **EDENTON NORTH 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 a plan showing proposed measure to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
2. The Subdivider agrees to complete the private improvement shown on the preliminary plat.

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

4. The Subdivider agrees to pay all improvement costs.

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

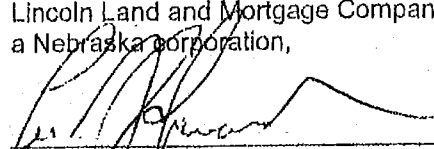
6. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year floodplain and that the grading of the lots and outlots shall be in conformance with the grading plan approved with the preliminary plat or as amended by the Director of Planning. The volume of fill material brought into each lot and outlot from outside the floodplain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

7. The Subdivider agrees to comply with the Lower Platte South Natural Resources District Notice of Intent approval process.

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.

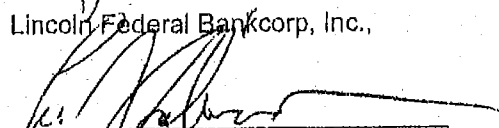
Dated this 13 day of Feb., 2003.

Lincoln Land and Mortgage Company,
a Nebraska corporation,


Leo J. Schumacher, President


Witness

Lincoln Federal Bankcorp, Inc.,


Leo J. Schumacher, President


Witness

Easthart Owners Association, Inc.,
a Nebraska nonprofit corporation,


Duane Hartman, President

Witness

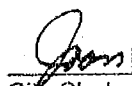
Hartland Homes, Inc.,
a Nebraska corporation,


Duane Hartman, President

Witness

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

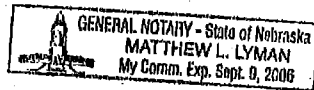

City Clerk




Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

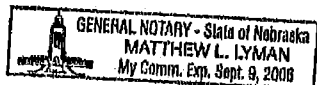
The foregoing instrument was acknowledged before me this 21st day of January, 2003, by Leo J. Schumacher, President, Lincoln Land and Mortgage Company, a Nebraska corporation.



Matthew L. Lyman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

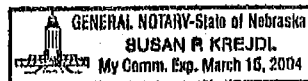
The foregoing instrument was acknowledged before me this 21st day of January, 2003, by Leo J. Schumacher, President, Lincoln Federal Bancorp, Inc..



Matthew L. Lyman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

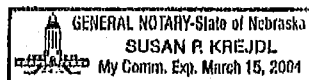
The foregoing instrument was acknowledged before me this 27 day of January, 2003, by Duane Hartman, President, Easthart Owners Association, Inc., a Nebraska nonprofit corporation.



Susan P. Krejdl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

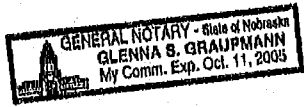
The foregoing instrument was acknowledged before me this 27 day of January, 2003, by Duane Hartman, President, Hartland Homes, Inc., a Nebraska corporation.



Susan P. Krejdl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of February, 2003, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Glenna S. Graupmann
Notary Public

CERTIFICATE

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

I, Teresa J. Meier, 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 **EDENTON NORTH 11TH ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **Jan. 8, 2003**, 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 25th day of February, 2003.

