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Dea Jalta

INST. NO 2000

REGISTER OF DEEDS

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EO 59581

RESOLUTION NO. PC- 00587

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

WHEREAS, **Lincoln Land and Mortgage Company, a Nebraska corporation**, owner of a tract of land legally described as:

Lot 111 Irregular Tract, located in Section 10, Township 9 North, Range 7 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Referring to the northeast corner of the Northwest Quarter of said Section 10; thence in a southerly direction, along the east line of the Northwest Quarter of said Section 10, on an assumed bearing of south 00 degrees 03 minutes 34 seconds east for a distance of 50.00 feet; thence north 89 degrees 35 minutes 17 seconds west for a distance of 379.58 feet; thence south 00 degrees 24 minutes 43 seconds west for a distance of 278.90 feet; thence north 89 degrees 37 minutes 08 seconds west for a distance of 433.93 feet to the point of beginning; thence north 89 degrees 37 minutes 08 seconds west for a distance of 173.94 feet; thence south 00 degrees 00 minutes 35 seconds west for a distance of 323.41 feet; thence south 23 degrees 13 minutes 30 seconds west for a distance of 379.08 feet; thence north 66 degrees 46 minutes 45 seconds west for a distance of 75.06 feet; thence south 89 degrees 58 minutes 23 seconds west for a distance of 935.69 feet; thence south 00 degrees 01 minutes 01 seconds east for a distance of 127.50 feet; thence south 89 degrees 52 minutes 56 seconds east for a distance of 60.08 feet; thence south 00 degrees 06 minutes 12 seconds east for a distance of 28.14 feet; thence north 89 degrees 59 minutes 09 seconds east for a distance of 129.81 feet; thence south 00 degrees 00 minutes 10 seconds west for a distance of 352.41 feet; thence north 89 degrees 58 minutes 25 seconds east for a distance of 190.61 feet; thence south 00 degrees 04 minutes 32 seconds east for a distance of 129.67 feet; thence north 89 degrees 52 minutes

NW 1/4

City Clerk
(JOAN)

1 35 seconds east for a distance of 132.57 feet; thence south 00
2 degrees 02 minutes 30 seconds west for a distance of 150.14
3 feet; thence south 03 degrees 16 minutes 27 seconds east for
4 a distance of 135.11 feet; thence south 89 degrees 57 minutes
5 14 seconds east for a distance of 332.56 feet; thence south 05
6 degrees 12 minutes 00 seconds east for a distance of 156.52
7 feet; thence south 00 degrees 02 minutes 49 seconds east for
8 a distance of 229.16 feet; thence south 39 degrees 58 minutes
9 20 seconds west for a distance of 78.03 feet; thence south 00
10 degrees 02 minutes 35 seconds east for a distance of 120.00
11 feet; thence north 89 degrees 57 minutes 25 seconds east for
12 a distance of 339.09 feet; thence north 00 degrees 02 minutes
13 35 seconds west for a distance of 235.63 feet; thence north 10
14 degrees 24 minutes 44 seconds east for a distance of 38.26
15 feet; thence north 01 degrees 47 minutes 05 seconds east for
16 a distance of 54.56 feet; thence north 00 degrees 02 minutes
17 56 seconds west for a distance of 83.13 feet; thence north 03
18 degrees 04 minutes 04 seconds west for a distance of 81.58
19 feet; thence north 05 degrees 12 minutes 32 seconds west for
20 a distance of 640.28 feet; thence south 69 degrees 03 minutes
21 22 seconds east for a distance of 83.76 feet; thence north 20
22 degrees 56 minutes 38 seconds east for a distance of 120.19
23 feet; thence north 24 degrees 53 minutes 38 seconds east for
24 a distance of 60.15 feet; thence north 20 degrees 53 minutes
25 43 seconds east for a distance of 66.02 feet; thence north 23
26 degrees 17 minutes 49 seconds east for a distance of 301.00
27 feet; thence north 66 degrees 42 minutes 11 seconds west for
28 a distance of 120.00 feet; thence north 23 degrees 17 minutes
29 49 seconds east for a distance of 118.17 feet; thence on a
30 curve to the left with an angle of 22 degrees 49 minutes 11
31 seconds, a radius of 180.00 feet, a chord bearing of north 11
32 degrees 53 minutes 14 seconds east, a chord length of 71.22
33 feet, an arc distance of 71.69 feet to a point of tangency;
34 thence north 00 degrees 28 minutes 38 seconds east for a
35 distance of 45.87 feet; thence on a curve to the right, with an
36 angle of 32 degrees 45 minutes 27 seconds, a radius of 44.01
37 feet, a chord bearing of north 16 degrees 51 minutes 31
38 seconds east, a chord length of 24.82 feet, an arc distance of
39 25.16 feet; thence south 88 degrees 33 minutes 12 seconds
40 east for a distance of 118.02 feet; thence north 01 degrees 26
41 minutes 48 seconds east for a distance of 52.00 feet; thence
42 north 05 degrees 02 minutes 47 seconds west for a distance
43 of 81.67 feet; thence north 46 degrees 36 minutes 18 seconds
44 west for a distance of 82.35 feet; thence north 60 degrees 58
45 minutes 05 seconds west for a distance of 85.51 feet; to the
46 point of beginning and containing 48 Lots, 2 Outlots, and a

1 calculated area of 26.702 acres more or less, including 2.112
2 acres of dedicated right-of-way;

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

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

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

9 1. That the plat of **EDENTON NORTH 4TH ADDITION** as an addition to the
10 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
11 **Lincoln Land and Mortgage Company, a Nebraska corporation**, as owner is hereby
12 accepted and approved, and said owner is given the right to plat said **EDENTON NORTH**
13 **4TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and
14 approval are conditioned upon the following:

15 First: That said owner shall at its own cost and expense pay for all
16 labor, material, engineering, and inspection costs in connection with the construction of
17 street improvements, including the grading, paving, and installation of curb and gutter, curb
18 inlets, and storm drain laterals for all streets as shown on the approved final plat. The
19 construction shall be completed within two years following Planning Commission approval
20 of this final plat.

21 Second: That said owner shall at its own cost and expense pay for
22 all labor, material, engineering, and inspection costs in connection with the construction
23 of sidewalks along both sides of the streets as shown on the final plat. The construction
24 shall be completed within four years following Planning Commission approval of this final
25 plat.

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

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

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

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

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

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

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

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

14 The owner, its successors and assigns agree:

- 15 a. To submit to the Director of Public Works an erosion control
16 plan.
- 17 b. To submit to lot buyers and home builders a copy of the soil
18 analysis.
- 19 c. To continuously and regularly maintain street trees along
20 Pioneers Boulevard.
- 21 d. To pay all improvement cost.
- 22 e. To complete the private improvement shown on the preliminary
23 plat.

1 f. To maintain the street trees along Pioneers Boulevard and
2 outlots and private improvements on a permanent and continuous basis. However, the
3 owner may be relieved and discharged of this maintenance obligation upon creating in
4 writing a permanent and continuous association of property owners who would be
5 responsible for said permanent and continuous maintenance. The owner shall not be
6 relieved of such maintenance obligation until the document or documents creating said
7 property owners association have been reviewed and approved by the City Attorney and
8 filed of record with the Register of Deeds.

9 g. To comply with the provisions of the Land Subdivision
10 Ordinance regarding land preparation.

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 said owner shall, prior to adoption of this resolution, execute and
14 deliver to the City of Lincoln:

15 a. A bond or an approved escrow or security agreement in the
16 sum of \$104,000.00 conditioned upon the strict compliance by said owner with the
17 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 \$26,800.00 conditioned upon the strict compliance by said owner with the
20 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

21 c. A bond or an approved escrow or security agreement in the
22 sum of \$38,800.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

1 d. A bond or an approved escrow or security agreement in the
2 sum of \$49,600.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

4 e. A bond or an approved escrow or security agreement in the
5 sum of \$47,100.00 conditioned upon the strict compliance by said owner with the
6 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

7 f. A bond or an approved escrow or security agreement in the
8 sum of \$10,000.00 conditioned upon the strict compliance by said owner with the
9 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

10 g. A bond or an approved escrow or security agreement in the
11 sum of \$10,120.00 conditioned upon the strict compliance by said owner with the
12 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

13 h. A bond or an approved escrow or security agreement in the
14 sum of \$230.00 conditioned upon the strict compliance by said owner with the conditions
15 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

16 h. A bond or an approved escrow or security agreement in the
17 sum of \$3,900.00 conditioned upon the strict compliance by said owner with the conditions
18 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

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

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

5 The foregoing Resolution was approved by the Lincoln City - Lancaster
6 County Planning Commission on this 8th day of March, 2000.

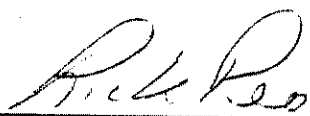
7 Dated this 8th day of March, 2000.

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**, 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 4TH 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 4TH 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 control plan.
2. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
3. The Subdivider agrees to continuously and regularly maintain street trees along Pioneers Boulevard.
4. The Subdivider agrees to pay all improvement cost.

5. The Subdivider agrees to complete the private improvement 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 street trees along Pioneers Boulevard and 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 20th day of MARCH, 2000.

Lincoln Land and Mortgage Company,
a Nebraska corporation,

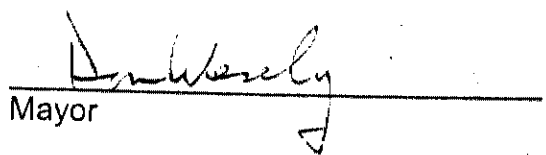
Witness


Gerald Maddox, C.E.O.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,


City Clerk


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

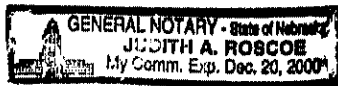
The foregoing instrument was acknowledged before me this 20th day of March, 2000, by Gerald Maddox, C.E.O., Lincoln Land and Mortgage Company, a Nebraska corporation.



John C. Haney
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29 day of March, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
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 **Edenton North 4th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on March 8, 2000, 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 March, 2000.

The seal of the City of Lincoln, Nebraska, is circular and features the text "CITY OF LINCOLN, NEBRASKA" around the perimeter. In the center, there is a smaller emblem. The seal is stamped over the signature of Joan E. Ross.

Joan E. Ross, Deputy City Clerk

Ret to City Clerk