

*Dan Jalta*  
REGISTER OF DEEDS  
JUN 26 P 3:17  
LANCASTER COUNTY, NE

\$66.50  
INST. NO 2000  
027169

BLOCK  
CODE  
EDN04/  
CHECKED  
ENTERED EDN07  
EDITED X

RESOLUTION NO. PC- 00605

1 A RESOLUTION accepting and approving the plat designated as **EDENTON**  
2 **NORTH 5TH 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, **Lincoln Land and Mortgage Company, a Nebraska**  
7 **corporation**, owner of a tract of land legally described as:

8 Outlots "A" and "B", Edenton North 4th Addition, and Outlot  
9 "A", Edenton North 7th Addition, located in Section 10,  
10 Township 9 North, Range 7 East of the 6th P.M., City of  
11 Lincoln, Lancaster County, Nebraska, and more particularly  
12 described as follows:

13 Parcel 1:

14 Referring to the northeast corner of the Northwest Quarter of  
15 said Section 10; thence in a southerly direction, along the east  
16 line of the Northwest Quarter of said Section 10, on an  
17 assumed bearing of south 00 degrees 03 minutes 34 seconds  
18 east, for a distance of 50.00 feet; thence north 89 degrees 35  
19 minutes 17 seconds west, for a distance of 379.58 feet; thence  
20 south 00 degrees 24 minutes 43 seconds west, for a distance  
21 of 278.90 feet; thence north 89 degrees 37 minutes 08  
22 seconds west, for a distance of 39.28 feet to the point of  
23 beginning; thence continuing north 89 degrees 37 minutes 08  
24 seconds west, for a distance of 568.59 feet; thence south 00  
25 degrees 00 minutes 35 seconds west, for a distance of 323.41  
26 feet; thence south 23 degrees 13 minutes 30 seconds west, for  
27 a distance of 379.08 feet; thence south 10 degrees 46 minutes  
28 36 seconds west, for a distance of 98.15 feet; thence on a  
29 curve to the right with a delta angle of 10 degrees 07 minutes  
30 09 seconds, a radius of 330.00 feet, a chord bearing of south  
31 74 degrees 09 minutes 47 seconds east, a chord length of  
32 58.21 feet, for an arc distance of 58.28 feet to a point of  
33 tangency; thence south 69 degrees 06 minutes 17 seconds  
34 east, for a distance of 343.21 feet; thence north 20 degrees 53  
35 minutes 43 seconds east, for a distance of 148.39 feet; thence

City Clerk  
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1 north 44 degrees 11 minutes 22 seconds west, for a distance  
2 of 15.57 feet; thence north 21 degrees 32 minutes 56 seconds  
3 west, for a distance of 77.00 feet; thence north 07 degrees 16  
4 minutes 54 seconds east, for a distance of 53.49 feet; thence  
5 north 14 degrees 34 minutes 26 seconds east, for a distance  
6 of 52.15 feet; thence north 45 degrees 00 minutes 23 seconds  
7 east, for a distance of 100.00 feet; thence north 75 degrees 26  
8 minutes 20 seconds east, for a distance of 52.15 feet; thence  
9 north 83 degrees 24 minutes 46 seconds east, for a distance  
10 of 52.15 feet; thence south 66 degrees 09 minutes 17 seconds  
11 east, for a distance of 87.50 feet; thence south 39 degrees 07  
12 minutes 15 seconds east, for a distance of 50.16 feet; thence  
13 south 38 degrees 46 minutes 00 seconds east, for a distance  
14 of 55.02 feet; thence south 40 degrees 16 minutes 40 seconds  
15 east, for a distance of 68.65 feet; thence north 49 degrees 43  
16 minutes 20 seconds east, for a distance of 36.62 feet; thence  
17 north 40 degrees 16 minutes 40 seconds west, for a distance  
18 of 62.48 feet; thence north 47 degrees 29 minutes 39 seconds  
19 west, for a distance of 114.40 feet; thence north 44 degrees 39  
20 minutes 20 seconds west, for a distance of 74.38 feet; thence  
21 north 29 degrees 22 minutes 12 seconds west, for a distance  
22 of 89.62 feet; thence north 54 degrees 12 minutes 03 seconds  
23 west, for a distance of 80.51 feet; thence north 00 degrees 07  
24 minutes 31 seconds west, for a distance of 64.33 feet; thence  
25 north 01 degrees 43 minutes 18 seconds east, for a distance  
26 of 102.93 feet; thence north 38 degrees 04 minutes 19  
27 seconds east, for a distance of 102.93 feet; thence north 74  
28 degrees 25 minutes 20 seconds east, for a distance of 102.93  
29 feet; thence south 69 degrees 13 minutes 39 seconds east, for  
30 a distance of 102.93 feet; thence south 36 degrees 07 minutes  
31 05 seconds east, for a distance of 100.56 feet; thence south  
32 04 degrees 12 minutes 02 seconds east, for a distance of  
33 56.16 feet; thence south 11 degrees 35 minutes 01 seconds  
34 east, for a distance of 49.78 feet; thence south 39 degrees 32  
35 minutes 05 seconds east, for a distance of 36.11 feet; thence  
36 south 47 degrees 29 minutes 39 seconds east, for a distance  
37 of 169.02 feet; thence north 35 degrees 14 minutes 49  
38 seconds east, for a distance of 146.64 feet; thence on a curve  
39 to the left with a delta angle of 16 degrees 21 minutes 23  
40 seconds, a radius of 414.00 feet, a chord bearing of north 27  
41 degrees 04 minutes 08 seconds east, a chord length of 117.78  
42 feet, for an arc distance of 118.19 feet; thence north 89  
43 degrees 42 minutes 45 seconds west, for a distance of 282.03  
44 feet; thence north 31 degrees 24 minutes 33 seconds west, for  
45 a distance of 226.56 feet to the point of beginning, containing  
46 a calculated area of 9.036 acres, more or less;

1 and Parcel 2:

2 Referring to the northeast corner of the Northwest Quarter of  
3 said Section 10; thence in a southerly direction, along the east  
4 line of the Northwest Quarter of said Section 10, on an  
5 assumed bearing of south 00 degrees 03 minutes 34 seconds  
6 east, for a distance of 50.00 feet; thence north 89 degrees 35  
7 minutes 17 seconds west, for a distance of 379.58 feet; thence  
8 south 00 degrees 24 minutes 43 seconds west, for a distance  
9 of 278.90 feet; thence north 89 degrees 37 minutes 08  
10 seconds west, for a distance of 607.87 feet; thence south 00  
11 degrees 00 minutes 35 seconds west, for a distance of 323.41  
12 feet; thence south 23 degrees 13 minutes 30 seconds west, for  
13 a distance of 379.08 feet; thence south 10 degrees 46 minutes  
14 36 seconds west, for a distance of 98.15 feet; thence on a  
15 curve to the right with a delta angle of 10 degrees 07 minutes  
16 09 seconds, a radius of 330.00 feet, a chord bearing of south  
17 74 degrees 09 minutes 47 seconds east, a chord length of  
18 58.21 feet, for an arc distance of 58.28 feet to a point of  
19 tangency; thence south 69 degrees 06 minutes 17 seconds  
20 east, for a distance of 211.54 feet; thence south 15 degrees 22  
21 minutes 06 seconds west, for a distance of 60.28 feet; thence  
22 south 20 degrees 56 minutes 38 seconds west, for a distance  
23 of 120.19 feet; thence north 69 degrees 03 minutes 22  
24 seconds west, for a distance of 83.76 feet to the point of  
25 beginning; thence north 69 degrees 03 minutes 22 seconds  
26 west, for a distance of 143.02 feet; thence north 81 degrees 25  
27 minutes 32 seconds west, for a distance of 43.43 feet; thence  
28 north 90 degrees 00 minutes 00 seconds west, for a distance  
29 of 425.94 feet; thence south 00 degrees 04 minutes 28  
30 seconds east, for a distance of 337.71 feet; thence north 89  
31 degrees 52 minutes 35 seconds east, for a distance of 12.57  
32 feet; thence south 00 degrees 02 minutes 30 seconds west, for  
33 a distance of 46.92 feet; thence north 81 degrees 58 minutes  
34 55 seconds east, for a distance of 255.20 feet; thence south  
35 37 degrees 09 minutes 58 seconds east, for a distance of  
36 117.74 feet; thence south 05 degrees 12 minutes 00 seconds  
37 east, for a distance of 337.40 feet; thence south 00 degrees 02  
38 minutes 49 seconds east, for a distance of 229.16 feet; thence  
39 south 39 degrees 58 minutes 20 seconds west, for a distance  
40 of 78.03 feet; thence south 00 degrees 02 minutes 35 seconds  
41 east, for a distance of 120.00 feet; thence north 89 degrees 57  
42 minutes 25 seconds east, for a distance of 339.09 feet; thence  
43 north 00 degrees 02 minutes 35 seconds west, for a distance  
44 of 235.63 feet; thence north 10 degrees 24 minutes 44  
45 seconds east, for a distance of 38.26 feet; thence north 01

1 degrees 47 minutes 05 seconds east, for a distance of 54.56  
2 feet; thence north 00 degrees 02 minutes 56 seconds west, for  
3 a distance of 83.13 feet; thence north 03 degrees 04 minutes  
4 04 seconds west, for a distance of 81.58 feet; thence north 05  
5 degrees 12 minutes 32 seconds west, for a distance of 640.28  
6 feet; to the point of beginning, containing a calculated area of  
7 10.859 acres;

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

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

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

14 1. That the plat of **EDENTON NORTH 5TH ADDITION** as an addition to the  
15 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by  
16 **Lincoln Land and Mortgage Company, a Nebraska corporation**, as owner is hereby  
17 accepted and approved, and said owner is given the right to plat said **EDENTON NORTH**  
18 **5TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and  
19 approval are conditioned upon the following:

20 First: 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  
22 street improvements, including the grading, paving, and installation of curb and gutter, curb  
23 inlets, and storm drain laterals for all streets within the final plat and the drive on Lot 7,  
24 Block 1, as shown on the approved final plat. The construction shall be completed within  
25 two years following Planning Commission approval of this final plat.

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

6                   Third: 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 water distribution 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                   Fourth: 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 a  
13 public wastewater collection system as shown on the approved preliminary plat. The  
14 construction shall be completed within two years following Planning Commission approval  
15 of this final plat.

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

20                   Sixth: That said owner shall at its own cost and expense pay for all  
21 labor, material, engineering, and inspection costs in connection with the installation of an  
22 ornamental street lighting system as required by the preliminary plat for all streets shown

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

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

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

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

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

20 The owner, its successors and assigns agree:

21 a. To submit to the Director of Public Works an erosion control  
22 plan.

1                   b.     To submit to lot buyers and home builders a copy of the soil  
2 analysis.

3                   c.     To pay all improvement cost.

4                   d.     To complete the private improvement shown on the preliminary  
5 plat.

6                   e.     To maintain the driveway located on Lot 7, Blcok 1, connecting  
7 to the Lenox Village Community Unit Plan the outlots, including wetlands, and private  
8 improvements on a permanent and continuous basis. However, the owner may be relieved  
9 and discharged of this maintenance obligation upon creating in writing a permanent and  
10 continuous association of property owners who would be responsible for said permanent  
11 and continuous maintenance. The owner shall not be relieved of such maintenance  
12 obligation until the document or documents creating said property owners association have  
13 been reviewed and approved by the City Attorney and filed of record with the Register of  
14 Deeds.

15                   f.     To comply with the provisions of the Land Subdivision  
16 Ordinance regarding land preparation.

17                   g.     To complete the permanent lot and block staking before  
18 construction on or conveyance of any lot shown on this final plat.

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

21                   a.     A bond or an approved escrow or security agreement in the  
22 sum of \$182,425.00 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

1                   b.     A bond or an approved escrow or security agreement in the  
2 sum of \$41,800.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

4                   c.     A bond or an approved escrow or security agreement in the  
5 sum of \$69,500.00 conditioned upon the strict compliance by said owner with the  
6 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

7                   d.     A bond or an approved escrow or security agreement in the  
8 sum of \$87,000.00 conditioned upon the strict compliance by said owner with the  
9 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

10                  e.     A bond or an approved escrow or security agreement in the  
11 sum of \$16,000.00 conditioned upon the strict compliance by said owner with the  
12 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

13                  f.     A bond or an approved escrow or security agreement in the  
14 sum of \$19,500.00 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

16                  g.     A bond or an approved escrow or security agreement in the  
17 sum of \$15,840.00 conditioned upon the strict compliance by said owner with the  
18 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

19                  h.     A bond or an approved escrow or security agreement in the  
20 sum of \$460.00 conditioned upon the strict compliance by said owner with the conditions  
21 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

22                  i.     A bond or an approved escrow or security agreement in the  
23 sum of \$4,425.00 conditioned upon the strict compliance by said owner with the conditions  
24 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.



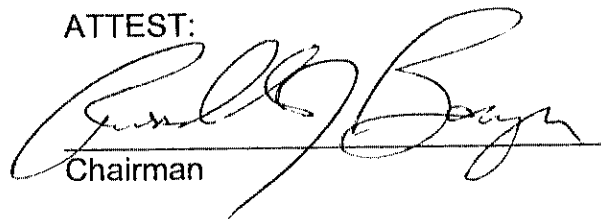
1           The bonds required above shall be subject to approval by the City Attorney.  
2 In the event that said owner or surety shall fail to satisfy the conditions herein set forth  
3 within the time specified in this resolution, the City may cause the required work to be  
4 performed and recover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

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

9           The foregoing Resolution was approved by the Lincoln City - Lancaster  
10 County Planning Commission on this 31st day of May, 2000.

11           Dated this 31st day of May, 2000.

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 **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 5TH 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 5TH 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 pay all improvement cost.
4. The Subdivider agrees to complete the private improvement shown on the preliminary plat.

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

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

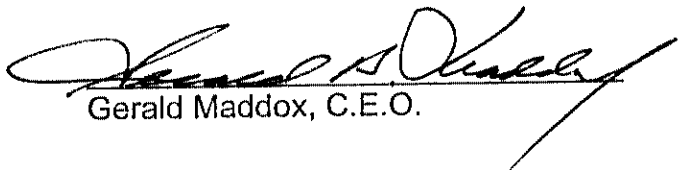
7. The Subdivider agrees to maintain the driveway located on Lot 7, Block 1, connecting to the Lenox Village Community Unit Plan and the outlots, including wetlands, and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance 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.

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

Dated this 31<sup>st</sup> day of MAY, 2000.

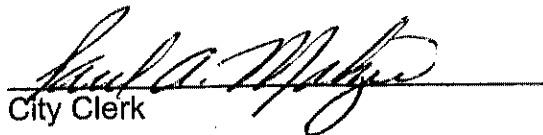
Lincoln Land and Mortgage Company,  
a Nebraska corporation,

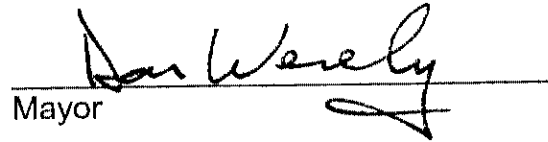
  
Witness

  
Gerald Maddox, C.E.O.

ATTEST:

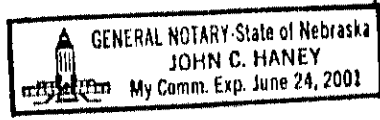
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,

  
City Clerk

  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

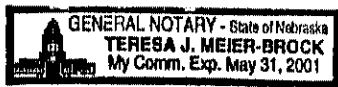
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of MAY, 2000, by Gerald Maddox, C.E.O., Lincoln Land and Mortgage Company, a Nebraska corporation.



John C. Haney  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



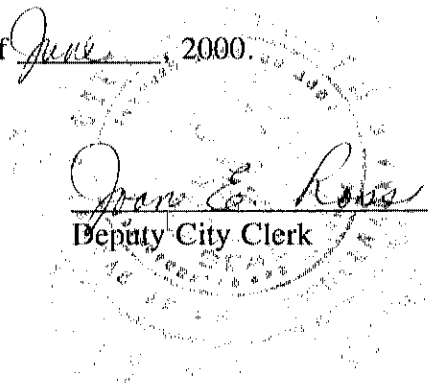
Teresa J. Meier-Brock  
Notary Public

# 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 5<sup>th</sup> Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held May 31, 2000, 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 22 day of June, 2000.

  
Joan E. Ross  
Deputy City Clerk

*Ret to City Clerk*