

\$7050

Canjelle

INST. NO 98

REGISTER OF DEEDS
1998 SEP 23 P 4: 06

049854

BLOCK
~~CODE~~
~~CHECKED~~
~~ENTERED~~
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RESOLUTION NO. PC- 00450

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A RESOLUTION accepting and approving the plat designated as EDENTON SOUTH HEIGHTS 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 57 I.T. and a portion of Lot 67 I.T., located in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described by metes and bounds as follows:

Referring to the northwest corner of the Northeast Quarter of said Section 15; thence south 00 degrees 01 minutes 29 seconds west for a distance of 50.00 feet to the point of beginning; thence south 00 degrees 01 minutes 29 seconds west for a distance of 1743.47 feet; thence south 85 degrees 56 minutes 10 seconds east for a distance of 386.36 feet; thence south 59 degrees 20 minutes 06 seconds east for a distance of 98.48 feet; thence north 33 degrees 41 minutes 58 seconds east for a distance of 175.65 feet; thence north 63 degrees 36 minutes 42 seconds east for a distance of 127.74 feet to a point on a 170.00 foot radius curve; thence on said curve to the right, having an interior angle of 08 degrees 22 minutes 27 seconds, a chord distance of 24.82 feet and a chord bearing of south 22 degrees 11 minutes 42 seconds east for a distance of 24.85 feet to a point of tangency; thence north 71 degrees 59 minutes 32 seconds east for a distance of 60.00 feet to a point on a 230.00 foot radius curve; thence on said curve to the left, having an interior angle of 07 degrees 28 minutes 23 seconds, a chord distance of 29.98 feet, a chord bearing of north 21 degrees 44 minutes 40 seconds west for a distance of 30.00 feet to a point of tangency; thence north 50 degrees 34 minutes 27 seconds east for a distance of 126.49 feet; thence north 38 degrees 25 minutes 50 seconds east for a distance of 188.51 feet; thence north 26 degrees 11 minutes 02 seconds east for

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a distance of 130.94 feet to a point on a 650.00 foot radius curve; thence on said curve to the left having an interior angle of 04 degrees 20 minutes 16 seconds, a chord distance of 49.20 feet and a chord bearing of south 81 degrees 05 minutes 46 seconds east for a distance of 49.21 feet to a point of tangency; thence north 06 degrees 44 minutes 07 seconds east for a distance of 60.00 feet to a point on a 590.00 foot radius curve; thence on said curve to the right having an interior angle of 02 degrees 54 minutes 39 seconds, a chord distance of 29.97 feet, and a chord bearing of north 81 degrees 48 minutes 33 seconds west for a distance of 29.97 feet to a point of tangency; thence north 09 degrees 38 minutes 48 seconds east for a distance of 172.88 feet; thence south 89 degrees 07 minutes 56 seconds west for a distance of 153.41 feet; thence north 47 degrees 35 minutes 42 seconds west for a distance of 228.03 feet; thence north 24 degrees 14 minutes 14 seconds west for a distance of 154.82 feet; thence north 17 degrees 03 minutes 11 seconds west for a distance of 167.96 feet; thence north 07 degrees 03 minutes 30 seconds west for a distance of 156.31 feet; thence north 00 degrees 03 minutes 03 seconds west for a distance of 204.79 feet; thence north 89 degrees 56 minutes 57 seconds east for a distance of 30.00 feet; thence north 00 degrees 03 minutes 03 seconds west for a distance of 60.00 feet; thence south 89 degrees 56 minutes 57 seconds west for a distance of 30.00 feet; thence north 00 degrees 03 minutes 03 seconds west for a distance of 149.98 feet; thence south 89 degrees 56 minutes 57 seconds west for a distance of 610.06 feet to the point of beginning and containing a calculated area of 31.31 acres more or less including 0.70 acres of right-of-way;

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

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

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

1 1. That the plat of **EDENTON SOUTH HEIGHTS** as an addition to the City
2 of Lincoln, Nebraska, filed in the office of the Planning Department of said City
3 by **Lincoln Land and Mortgage Company**, a Nebraska corporation, as owner is hereby
4 accepted and approved, and said owner is given the right to plat said **EDENTON**
5 **SOUTH HEIGHTS** as an addition to said City in accordance therewith. Such
6 acceptance and approval are conditioned upon the following:

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

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

18 Third: 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 south side of Old Cheney Road as shown on the
21 final plat. The construction shall be completed within four years following
22 Planning Commission approval of this final plat.

23 Fourth: That said owner shall at its own cost and expense pay
24 for all labor, material, engineering, and inspection costs in connection with the
25 construction of a public water distribution system as shown on the approved

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

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

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

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

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

23 Ninth: That said owner shall at its own cost and expense pay
24 for all labor, material, and related costs in connection with the installation
25 of a landscape screen along Old Cheney Road abutting this plat as shown on the

1 approved landscape plan. The installation shall be completed within two years
2 following Planning Commission approval of this final plat.

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

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

13 2. That prior to adoption of this resolution, said owner shall enter
14 into a written agreement with the City which shall provide as follows:

15 The owner, its successors and assigns agree:

16 a. To submit to the Director of Public Works an erosion
17 control plan.

18 b. To pay all improvement costs.

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

21 d. To continuously and regularly maintain street trees and
22 landscape screens along Old Cheney Road.

23 e. To maintain the traffic islands in the streets 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 f. To relinquish the right of direct vehicular access from
7 individual lots to Old Cheney Road.

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

10 h. To protect the remaining trees on the site during
11 construction and development.

12 i. To maintain Outlot "A" on a permanent and continuous
13 basis.

14 j. To complete the permanent lot and block staking before
15 construction on or conveyance of any lot shown on this final plat.

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

18 a. A bond or an approved escrow or security agreement in the
19 sum of \$363,500.00 conditioned upon the strict compliance by said owner with the
20 conditions contained in paragraph designated "First" of Paragraph 1 of this
21 resolution.

22 b. A bond or an approved escrow or security agreement in the
23 sum of \$70,000.00 conditioned upon the strict compliance by said owner with the
24 conditions contained in paragraph designated "Second" of Paragraph 1 of this
25 resolution.

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

5 d. A bond or an approved escrow or security agreement in the
6 sum of \$133,000.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
8 resolution.

9 e. A bond or an approved escrow or security agreement in the
10 sum of \$121,800.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
12 resolution.

13 f. A bond or an approved escrow or security agreement in the
14 sum of \$45,800.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
16 resolution.

17 g. A bond or an approved escrow or security agreement in the
18 sum of \$39,000.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
20 resolution.

21 h. A bond or an approved escrow or security agreement in the
22 sum of \$30,075.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
24 resolution.

1 i. A bond or an approved escrow or security agreement in the
2 sum of \$4,275.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
4 resolution.

5 j. A bond or an approved escrow or security agreement in the
6 sum of \$1,035.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
8 resolution.

9 k. A bond or an approved escrow or security agreement in the
10 sum of \$4,500.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this
12 resolution.

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

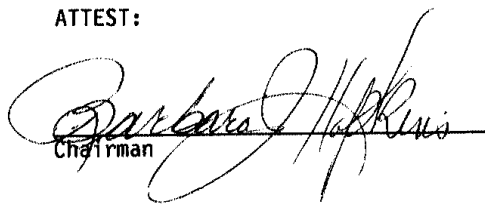
18 4. Immediately upon the adoption of this resolution, the City
19 Clerk shall cause the final plat and a certified copy of this resolution together
20 with the written agreement required herein to be filed in the office of the
21 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be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

23 The foregoing Resolution was approved by the Lincoln City - Lancaster
24 County Planning Commission on this 26 day of August, 1998.

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Dated this 26 day of August, 1998.

ATTEST:


Chairman

Approved as to Form & Legality:


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 SOUTH HEIGHTS; 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 SOUTH HEIGHTS, 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 pay all improvement costs.
3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
4. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens along Old Cheney Road.
5. The Subdivider agrees to relinquish the right of direct vehicular access from individual lots to Old Cheney Road.
6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

7. The Subdivider agrees to protect the remaining trees on the site during construction and development.

8. The Subdivider agrees to maintain Outlot "A" on a permanent and continuous basis.

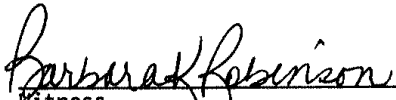
9. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

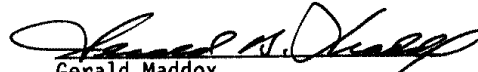
10. The Subdivider agrees to maintain the traffic islands in the streets on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible 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 8th day of September 1998.

LINCOLN LAND AND MORTGAGE COMPANY,
a Nebraska corporation,


Witness


Gerald Maddox

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature]
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of September, 1998, by Gerald Maddox, Chief Executive Officer of Lincoln Land and Mortgage Company, a Nebraska corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21st day of September, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Signature]
Notary Public



DESIGN ASSOCIATES OF LINCOLN, INC.
1609 'N' STREET
LINCOLN, NE 68508
PHONE: (402) 474-3000 FAX: (402) 474-4045

September 23, 1998

To Whom It May Concern:

Notice is hereby given to the public that the Surveyor's Certificate found on the Edenton South Heights Final Plat, as approved by the City of Lincoln, contains the following language "and a portion of Lot 67 I.T.". This information was inadvertently included in the Surveyor's legal description. The approved final plat for Edenton South Heights is limited to Lot 57 I.T., located in the northeast quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, as indicated in the Surveyor's metes and bounds description.

J.D. Burt
For the firm

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CITY OF LINCOLN
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CITY OF LINCOLN
NEBRASKA

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 South Heights Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held August 26, 1998, 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 23rd day of September, 1998.

The seal of the City of Lincoln, Nebraska, is circular and features a central emblem surrounded by the text "CITY OF LINCOLN, NEBRASKA". The seal is partially obscured by a signature and the title "Deputy City Clerk".
Joan E. Ross
Deputy City Clerk

Ret to City Clerk