

\$75.50

Dan Jalta

INST. NO 2000

REGISTER OF DEEDS

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BLOCK No
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RESOLUTION NO. PC- 00582

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A RESOLUTION accepting and approving the plat designated as **NORTHERN LIGHTS 2ND 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, **Clayton K. Yeutter and Cristena Bach Yeutter, as co-trustees of the Clayton K. Yeutter Trust, and Northern Lights, L.L.C., a Nebraska limited liability company**, owners of a tract of land legally described as:

The remaining portion of Outlot "B", Northern Lights Addition, located in the Southeast Quarter of Section 15, Township 10 North, Range 7 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of said remaining portion of Outlot "B", said point being 50.00 feet north of the south line of said Southeast Quarter; thence on an assumed bearing of north 00 degrees 38 minutes 25 seconds west, along the west line of said remaining portion of Outlot "B", a distance of 1077.48 feet to a point of curvature; thence along a curve in a clockwise direction having a radius of 606.99 feet, arc length of 187.57 feet, delta angle of 17 degrees 42 minutes 19 seconds, a chord bearing of north 08 degrees 12 minutes 45 seconds east along the west line of said remaining portion of Outlot "B", and a chord length of 186.83 feet to a point of compound curvature; thence along a curve in a counter clockwise direction having a radius of 585.81 feet, arc length of 125.35 feet, delta angle of 12 degrees 15 minutes 35 seconds, a chord bearing of north 10 degrees 56 minutes 06 seconds east along the west line of said remaining portion of Outlot "B", and a chord length of 125.11 feet to a point of tangency; thence north 04 degrees 50 minutes 57 seconds east along the west line of said remaining portion of Outlot "B", a distance of 293.47 feet to a point of curvature; thence along a curve in a clockwise direction having a radius of 360.00 feet, arc length of 96.10 feet, delta angle of 15 degrees 17 minutes 44 seconds, a chord bearing of north 12 degrees 29 minutes

*City Clerk
JOAN*

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49 seconds east along the west line of said remaining portion of Outlot "B", and a chord length of 95.82 feet to a point of tangency; thence north 20 degrees 08 minutes 41 seconds east along the west line of said remaining portion of Outlot "B", a distance of 333.32 feet to a point of deflection; thence north 51 degrees 22 minutes 36 seconds east along a northwest line of said remaining portion of Outlot "B", a distance of 148.99 feet to the northwest corner of said remaining portion of Outlot "B"; thence north 89 degrees 18 minutes 42 seconds east along the north line of said remaining portion of Outlot "B", a distance of 818.93 feet to the northeast corner of said remaining portion of Outlot "B"; thence south 00 degrees 02 minutes 13 seconds east along the east line of said remaining portion of Outlot "B", a distance of 922.62 feet to a point of deflection; thence south 71 degrees 31 minutes 42 seconds west along a southeast line of said remaining portion of Outlot "B", a distance of 63.25 feet to a point of deflection; thence south 00 degrees 02 minutes 13 seconds east along an east line of said remaining portion of Outlot "B", a distance of 60.00 feet to a point of deflection; thence south 71 degrees 36 minutes 07 seconds east along a northeast line of said remaining portion of Outlot "B", a distance of 63.25 feet to a point of deflection; thence south 00 degrees 02 minutes 13 seconds east along the east line of said remaining portion of Outlot "B", said line being 50.00 feet west of a parallel with the east line of said Southeast Quarter, a distance of 1123.39 feet to a point of deflection; thence south 44 degrees 43 minutes 04 seconds west along a southeast line of said remaining portion of Outlot "B", a distance of 29.01 feet to a southeast corner of said remaining portion of Outlot "B"; thence south 89 degrees 28 minutes 20 seconds west along the south line of said remaining portion of Outlot "B", said line being 60.00 feet north of and parallel with the south line of said Southeast Quarter, a distance of 713.19 feet to a point of deflection; thence north 45 degrees 31 minutes 40 seconds west along a southwest line of said remaining portion of Outlot "B", a distance of 35.36 feet to a point of deflection; thence north 00 degrees 31 minutes 40 seconds west along a west line of said remaining portion of Outlot "B", a distance of 25.00 feet to a point of deflection; thence south 89 degrees 28 minutes 20 seconds west along a south line of said remaining portion of Outlot "B", a distance of 100.08 feet to a point of deflection; thence south 00 degrees 31 minutes 40 seconds east along an east line of said remaining portion of Outlot "B", a distance of 35.00 feet to a point of deflection; thence south 44 degrees 28 minutes 20 seconds west along a southeast line of said

1 remaining portion of Outlot "B", a distance of 35.36 feet to a
2 point of deflection; thence south 89 degrees 28 minutes 20
3 seconds west along a south line of said remaining portion of
4 Outlot "B", said line being 50.00 feet north of and parallel with
5 the south line of said Southeast Quarter, a distance of 251.82
6 feet to the true point of beginning, said tract contains a
7 calculated area of 54.25 acres, or 2,363,115.91 square feet,
8 more or less;

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

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

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

15 1. That the plat of **NORTHERN LIGHTS 2ND ADDITION** as an addition to
16 the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
17 **Clayton K. Yeutter and Cristena Bach Yeutter, as co-trustees of the Clayton K.**
18 **Yeutter Trust, and Northern Lights, L.L.C., a Nebraska limited liability company,** as
19 owners are hereby accepted and approved, and said owners are given the right to plat said
20 **NORTHERN LIGHTS 2ND ADDITION** as an addition to said City in accordance therewith.
21 Such acceptance and approval are conditioned upon the following:

22 First: That said owners shall at their own cost and expense pay for
23 all labor, material, engineering, and inspection costs in connection with the construction
24 of street improvements, including the grading, paving, and installation of curb and gutter,
25 curb inlets, and storm drain laterals for the additional lanes in 84th Street as shown on the
26 approved final plat. The construction shall be completed within two years following
27 Planning Commission approval of this final plat.

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Second: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of street improvements, including the grading, paving, and installation of curb and gutter, curb inlets, and storm drain laterals for the private roadways as shown on the approved final plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

Third: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of the private sidewalks as shown on the final plat. The construction shall be completed within four years following Planning Commission approval of this final plat.

Fourth: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the relocation and construction the 8-foot trail on the west side of 84th Street as shown on the final plat. The construction shall be completed within four years following Planning Commission approval of this final plat.

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

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

7 Eighth: That said owners shall at their own cost and expense pay for
8 all labor, material, engineering, and inspection costs in connection with the installation of
9 an ornamental street lighting system along the private roadways within this plat as required
10 by the preliminary plat. The construction shall be completed within two years following
11 Planning Commission approval of this final plat.

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

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

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

1 Twelfth: That said owners shall at their own cost and expense pay for
2 all labor, material, and related costs in connection with the installation of a landscape
3 screen as shown on the approved landscape plan. The planting shall be completed within
4 two years following Planning Commission approval of this final plat.

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

7 The owners, their successors and assigns agree:

- 8 a. To submit to the Director of Public Works an erosion control
9 plan.
- 10 b. To protect the remaining trees on the site during construction
11 and development.
- 12 c. To pay all improvement costs except those costs the City
13 Council specifically subsidizes as detailed in the annexation agreement.
- 14 d. To submit to lot buyers and home builders a copy of the soil
15 analysis.
- 16 e. To continuously and regularly maintain street trees and
17 landscape screens.
- 18 f. To complete the private improvements shown on the preliminary
19 plat and community unit plan.
- 20 g. To maintain the outlots, street trees, landscape screens,
21 pedestrian way sidewalks, and private improvements on a permanent and continuous
22 basis. However, the owners may be relieved and discharged of this maintenance
23 obligation upon creating in writing a permanent and continuous association of property
24 owners who would be responsible for said permanent and continuous maintenance. The

1 owners shall not be relieved of such maintenance obligation until the document or
2 documents creating said property owners association have been reviewed and approved
3 by the City Attorney and filed of record with the Register of Deeds.

4 h. To perpetually maintain the sidewalks in the pedestrian way
5 easements at their own cost and expense.

6 i. To relinquish the right of direct vehicular access to 84th Street
7 except from proposed Northern Lights Drive and to Holdrege Street except from proposed
8 Northwoods Drive.

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

11 k. 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 owners 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 \$39,700.00 conditioned upon the strict compliance by said owners 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 \$130,000.00 conditioned upon the strict compliance by said owners 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 \$23,500.00 conditioned upon the strict compliance by said owners 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 \$23,800.00 conditioned upon the strict compliance by said owners 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 \$98,200.00 conditioned upon the strict compliance by said owners 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 \$57,900.00 conditioned upon the strict compliance by said owners 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 \$114,000.00 conditioned upon the strict compliance by said owners 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 \$42,000.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

16 i. A bond or an approved escrow or security agreement in the
17 sum of \$230.00 conditioned upon the strict compliance by said owners with the conditions
18 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

19 j. A bond or an approved escrow or security agreement in the
20 sum of \$500.00 conditioned upon the strict compliance by said owners with the conditions
21 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

22 k. A bond or an approved escrow or security agreement in the
23 sum of \$7,480.00 conditioned upon the strict compliance by said owners with the
24 conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

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I. A bond or an approved escrow or security agreement in the sum of \$38,030.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Twelfth" of Paragraph 1 of this resolution.

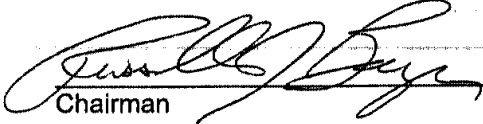
The bonds required above shall be subject to approval by the City Attorney. In the event that said owners or their surety shall fail to satisfy the conditions herein set forth within the time specified in this resolution, the City may cause the required work to be performed and recover the cost thereof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

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

The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 23 day of February, 2000.

Dated this 23 day of February, 2000.

ATTEST:


Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Clayton K. Yeutter and Cristena Bach Yeutter, as co-trustees of the Clayton K. Yeutter Trust, and Northern Lights, 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 **NORTHERN LIGHTS 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 **NORTHERN LIGHTS 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 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 except those costs the City Council specifically subsidizes as detailed in the annexation agreement.

4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
5. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.
6. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens.
7. The Subdivider agrees to maintain the outlots, street trees, landscape screens, pedestrian way sidewalks, 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. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.
9. The Subdivider agrees to relinquish the right of direct vehicular access to 84th Street except from proposed Northern Lights Drive and to Holdrege Street except from proposed Northwoods Drive.
10. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
11. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

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

Dated this 29th day of FEBRUARY, 2000.

Autumn C. Leach-White
Witness

Clayton K. Yeutter
Clayton K. Yeutter, Co-Trustee
Clayton K. Yeutter Trust

Autumn C. Leach-White
Witness

Cristina Bach Yeutter
Cristina Bach Yeutter, Co-Trustee
Clayton K. Yeutter Trust

Barbara J. Fisher
Witness

NORTHERN LIGHTS, L.L.C.,
a Nebraska limited liability company,

Thomas E. White
Thomas E. White, Member

Annaram Ragan
Witness

NORTHERN LIGHTS, L.L.C.,
a Nebraska limited liability company,

L. Bruce Wright
L. Bruce Wright, Attorney in fact for
John C. Brager, Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul M. Meyer
City Clerk

Don Weisely
Mayor

ARIZONA
STATE OF NEBRASKA)
MARICOPA) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29 day of February, 2000, by Clayton K. Yeutter, Co-Trustee of the Clayton K. Yeutter Trust.



Antonina C. Licari-White
Notary Public

ARIZONA
STATE OF NEBRASKA)
MARICOPA) ss.
COUNTY OF LANCASTER)

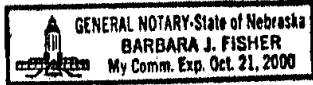
The foregoing instrument was acknowledged before me this 29 day of February, 2000, by Cristena Bach Yeutter, Co-Trustee of the Clayton K. Yeutter Trust.



Antonina C. Licari-White
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

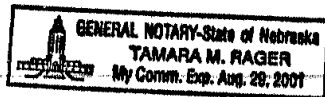
The foregoing instrument was acknowledged before me this 20th day of March, 2000, by Thomas E. White, Member, Northern Lights, L.L.C., a Nebraska limited liability company.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

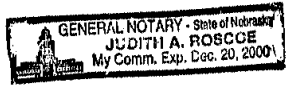
The foregoing instrument was acknowledged before me this 8th day of March, 2000, by L. Bruce Wright, Attorney in Fact for John C. Brager, Member, Northern Lights, L.L.C., a Nebraska limited liability company.



Tamara M. Rager
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th 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 **Northern Lights 2nd Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on February 23, 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.


Joan E. Ross, Deputy City Clerk

Ret to City Clerk