

REGISTER OF DEEDS
1999 JUN 15 P 2:52

INST. NO 99
033208

885.50

BLOCK
CODE
CHECKED
ENTERED
EDITED

885.50

RESOLUTION NO. PC- 00498

A RESOLUTION accepting and approving the plat designated as **HIMARK ESTATES 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, **Dru W. Lammle, Guy M. Lammle, Rita Lammle, David L. Lammle, HiMark Development, Inc., a Nebraska corporation, and D & M Development, L.L.C., a Nebraska limited liability company,** owners of a tract of land legally described as:

Lot 63 I.T., located in Section 11, Township 9 North, Range 7 East of the 6th. P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 11; thence on an assumed bearing of south 89 degrees 56 minutes 50 seconds east along the south line of said Southwest Quarter, a distance of 292.85 feet to a point, thence north 00 degrees 03 minutes 10 seconds east, a distance of 33.00 feet to the southwest corner of said Lot 63 I.T., said point being the true point of beginning; thence north 00 degrees 12 minutes 53 seconds west, a distance of 185.00 feet to a point; thence north 89 degrees 56 minutes 50 seconds west, a distance of 84.00 feet to a point; thence north 00 degrees 12 minutes 53 seconds west, a distance of 298.00 feet to a point; thence north 89 degrees 56 minutes 50 seconds west, a distance of 159.00 feet to a point; thence north 00 degrees 12 minutes 56 seconds west, a distance of 1859.80 feet to a point; thence south 89 degrees 50 minutes 00 seconds east, a distance of 990.02 feet to a point; thence north 00 degrees 12 minutes 53 seconds west, a distance of 264.05 feet to a point; thence south 89 degrees 50 minutes 10 seconds east, a distance of 276.56 feet to a point; thence north 00 degrees 06 minutes 34 seconds west, a distance of 936.99 feet to a point; thence south 63 degrees 03 minutes 17

SW 1/4

X

1 seconds east, a distance of 45.02 feet to a point; thence north
2 32 degrees 13 minutes 28 seconds east, a distance of 62.21
3 feet to a point; thence north 41 degrees 41 minutes 22
4 seconds east, a distance of 75.15 feet to a point; thence north
5 57 degrees 31 minutes 08 seconds east, a distance of 76.39
6 feet to a point; thence north 73 degrees 29 minutes 09
7 seconds east, a distance of 76.39 feet to a point; thence north
8 87 degrees 13 minutes 59 seconds east, a distance of 63.94
9 feet to a point; thence south 84 degrees 13 minutes 10
10 seconds east, a distance of 70.93 feet to a point; thence south
11 70 degrees 27 minutes 30 seconds east, a distance of 73.17
12 feet to a point; thence south 56 degrees 26 minutes 55
13 seconds east, a distance of 73.17 feet to a point; thence south
14 42 degrees 26 minutes 21 seconds east, a distance of 73.17
15 feet to a point; thence south 28 degrees 25 minutes 47
16 seconds east, a distance of 73.17 feet to a point; thence south
17 14 degrees 25 minutes 13 seconds east, a distance of 66.74
18 feet to a point; thence south 87 degrees 30 minutes 04
19 seconds east, a distance of 88.70 feet to a point; thence north
20 78 degrees 34 minutes 59 seconds east, a distance of 49.08
21 feet to a point; thence north 82 degrees 27 minutes 14
22 seconds east, a distance of 75.58 feet to a point; thence south
23 83 degrees 00 minutes 00 seconds east, a distance of 116.91
24 feet to a point; thence south 07 degrees 00 minutes 00
25 seconds west, a distance of 94.92 feet to a point; thence north
26 89 degrees 53 minutes 26 seconds east, a distance of 78.08
27 feet to a point; thence south 00 degrees 06 minutes 34
28 seconds east, a distance of 240.00 feet to a point; thence
29 south 89 degrees 53 minutes 26 seconds west, a distance of
30 120.00 feet to a point; thence south 00 degrees 06 minutes 34
31 seconds east, a distance of 175.00 feet to a point; thence
32 south 89 degrees 53 minutes 26 seconds west, a distance of
33 67.79 feet to a point; thence south 00 degrees 06 minutes 34
34 seconds east, a distance of 280.61 feet to a point; thence
35 south 27 degrees 30 minutes 29 seconds east, a distance of
36 200.03 feet to a point; thence south 84 degrees 37 minutes 31
37 seconds east, a distance of 127.73 feet to a point; thence
38 south 75 degrees 36 minutes 20 seconds east, a distance of
39 90.00 feet to a point; thence south 14 degrees 23 minutes 40
40 seconds west, a distance of 130.00 feet to a point; thence
41 south 75 degrees 36 minutes 20 seconds east, a distance of
42 30.00 feet to a point; thence north 14 degrees 23 minutes 40
43 seconds east, a distance of 130.00 feet to a point; thence
44 south 70 degrees 58 minutes 05 seconds east, a distance of
45 113.71 feet to a point; thence south 52 degrees 27 minutes 53

1 seconds east, a distance of 127.06 feet to a point; thence
2 south 31 degrees 56 minutes 57 seconds east, a distance of
3 129.37 feet to a point; thence south 17 degrees 40 minutes 29
4 seconds east, a distance of 102.71 feet to a point; thence
5 south 09 degrees 45 minutes 16 seconds east, a distance of
6 104.64 feet to a point; thence south 01 degrees 45 minutes 37
7 seconds east, a distance of 104.64 feet to a point; thence
8 south 06 degrees 14 minutes 02 seconds west, a distance of
9 104.64 feet to a point; thence south 14 degrees 13 minutes 42
10 seconds west, a distance of 104.64 feet to a point; thence
11 south 22 degrees 06 minutes 21 seconds west, a distance of
12 102.33 feet to a point; thence south 20 degrees 12 minutes 51
13 seconds west, a distance of 83.48 feet to a point; thence south
14 10 degrees 11 minutes 08 seconds west, a distance of 80.00
15 feet to a point; thence south 69 degrees 49 minutes 30
16 seconds east, a distance of 121.43 feet to a point; thence
17 south 49 degrees 50 minutes 45 seconds east, a distance of
18 121.43 feet to a point; thence south 29 degrees 52 minutes 00
19 seconds east, a distance of 121.43 feet to a point; thence
20 south 09 degrees 53 minutes 14 seconds east, a distance of
21 121.43 feet to a point; thence south 01 degrees 16 minutes 46
22 seconds east, a distance of 105.49 feet to a point; thence
23 north 89 degrees 52 minutes 50 seconds east, a distance of
24 96.86 feet to a point; thence south 00 degrees 07 minutes 10
25 seconds east, a distance of 981.62 feet to the southeast
26 corner of said lot 63 I.T.; thence north 89 degrees 43 minutes
27 01 seconds west, a distance of 450.29 feet to a point; thence
28 north 89 degrees 56 minutes 50 seconds west, a distance of
29 226.41 feet to a point; thence north 00 degrees 01 minutes 51
30 seconds west, a distance of 1267.60 feet to a point; thence
31 north 89 degrees 53 minutes 30 seconds west, a distance of
32 1087.50 feet to a point; thence north 89 degrees 53 minutes
33 30 seconds west, a distance of 463.23 feet to a point; thence
34 south 00 degrees 07 minutes 29 seconds east, a distance of
35 754.12 feet to a point; thence north 82 degrees 32 minutes 39
36 seconds east, a distance of 463.57 feet to a point; thence
37 south 60 degrees 51 minutes 02 seconds east, a distance of
38 3.81 feet to a point; thence south 00 degrees 06 minutes 52
39 seconds east, a distance of 583.73 feet to a point; thence
40 north 89 degrees 56 minutes 50 seconds west, a distance of
41 1019.03 feet to the true point of beginning, said tract contains
42 a calculated area of 6,126,118.19 square feet or 140.64 acres
43 more or less;

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

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

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

7 1. That the plat of **HIMARK ESTATES ADDITION** as an addition to the City
8 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Dru W.**
9 **Lammle, Guy M. Lammle, David L. Lammle, HiMark Development, Inc., a Nebraska**
10 **corporation, and D & M Development, L.L.C., a Nebraska limited liability company,**
11 as owners is hereby accepted and approved, and said owners are given the right to plat
12 said **HIMARK ESTATES ADDITION** as an addition to said City in accordance therewith.
13 Such acceptance and approval are conditioned upon the following:

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

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

1 Third: That said owners shall at their own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the construction
3 of a public water distribution system as shown on the approved preliminary plat including
4 the required extension of the water main in Troon Drive to Old Cheney Road. The
5 construction shall be completed within two years following Planning Commission approval
6 of this final plat.

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

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

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

21 Seventh: 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

1 as shown on the final plat. The planting shall be completed within four years following
2 Planning Commission approval of this final plat.

3 Eighth: That said owners shall at their own cost and expense pay for
4 all labor, material, and related costs in connection with the installation of a landscape
5 screen along South 84th Street as shown on the approved landscape plan. The
6 installation shall be completed within four years following Planning Commission approval
7 of this final plat.

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

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

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

21 The owners, their successors and assigns agree:

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

- 1 b. To protect the remaining trees on the site during construction
2 and development.
- 3 c. To pay all improvement costs except the City subsidy for the
4 12" water main in this subdivision.
- 5 d. To submit to lot buyers and home builders a copy of the soil
6 analysis.
- 7 e. To continuously and regularly maintain street trees along south
8 84th Street and the private roadways and landscape screens.
- 9 f. To complete the private improvements shown on the preliminary
10 plat and community unit plan.
- 11 g. To maintain the outlots and private improvements on a
12 permanent and continuous basis. However, the owners may be relieved and discharged
13 of this maintenance obligation upon creating in writing a permanent and continuous
14 association of property owners who would be responsible for said permanent and
15 continuous maintenance. The owners shall not be relieved of such maintenance obligation
16 until the document or documents creating said property owners association have been
17 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 18 h. To comply with the provisions of the Land Subdivision
19 Ordinance regarding land preparation.
- 20 i. To relinquish the right of direct vehicular access to Old Cheney
21 Road, South 84th Street, and Pioneers Boulevard from lots abutting said streets except
22 as shown on the approved preliminary plat.

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

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

5 a. A bond or an approved escrow or security agreement in the
6 sum of \$252,800.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

8 b. A bond or an approved escrow or security agreement in the
9 sum of \$40,300.00 conditioned upon the strict compliance by said owners with the
10 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

11 c. A bond or an approved escrow or security agreement in the
12 sum of \$135,400.00 conditioned upon the strict compliance by said owners with the
13 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

14 d. A bond or an approved escrow or security agreement in the
15 sum of \$96,200.00 conditioned upon the strict compliance by said owners with the
16 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

17 e. A bond or an approved escrow or security agreement in the
18 sum of \$126,600.00 conditioned upon the strict compliance by said owners with the
19 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

20 f. A bond or an approved escrow or security agreement in the
21 sum of \$24,000.00 conditioned upon the strict compliance by said owners with the
22 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum of \$18,205.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

4 h. A bond or an approved escrow or security agreement in the
5 sum of \$3,710.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the
8 sum of \$460.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

10 j. A bond or an approved escrow or security agreement in the
11 sum of \$2,250.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

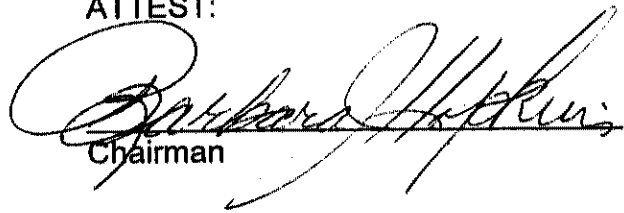
13 The bonds required above shall be subject to approval by the City Attorney.
14 In the event that said owners or their surety shall fail to satisfy the conditions herein set
15 forth within the time specified in this resolution, the City may cause the required work to
16 be performed and recover the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

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

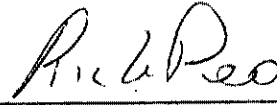
22 The foregoing Resolution was approved by the Lincoln City - Lancaster
23 County Planning Commission on this 19 day of May , 1999.

Dated this 19 day of May, 1999.

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 **Dru W. Lammle, Guy M. Lammle, Rita Lammle, David L. Lammle, HiMark Development, Inc., a Nebraska corporation, and D & M Development, 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 **HIMARK ESTATES 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 **HIMARK ESTATES 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 the City subsidy for the 12" water main in this subdivision.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain street trees along south 84th Street and the private roadways and landscape screens.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.

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

8. The Subdivider agrees to relinquish the right of direct vehicular access to Old Cheney Road, South 84th Street, and Pioneers Boulevard from lots abutting said streets except as shown on the approved preliminary plat.

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 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.

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

Dated this 25th day of May, 1999.

Nila A. Koeneke
Witness

Dru W. Lammle
Dru W. Lammle

Nila A. Koeneke
Witness

Guy M. Lammle
Guy M. Lammle

Nila A. Koeneke
Witness

David L. Lammle
David L. Lammle

Nila A. Koeneke
Witness

Rita Lammle
Rita Lammle

Attest:

HiMark Development, Inc.
a Nebraska corporation,

Nila A. Koeneke
Secretary

Dru W. Lammle
Dru W. Lammle, President

[Signature]
Witness

D&M Development, L.L.C.
a Nebraska limited liability company,

[Signature]
Dannel Muhleisen, Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Jean E. Ross, Deputy
City Clerk

Don Wesley
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Dru W. Lammle.



Nila A. Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Guy L. Lammle.



Nila A. Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by David L. Lammle.



Nila A. Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

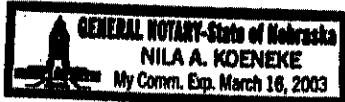
The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Rita Lammle.



Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Dru W. Lammle, President of HiMark Development, Inc., a Nebraska corporation, on behalf of the corporation.



Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Dannel Muhleisen, Member, D&M Development. L.L.C. a Nebraska limited liability company.




Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10TH day of JUNE, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.




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 **HiMark Estates Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **May 19, 1999**, 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 10 day of June, 1999.


Deputy City Clerk

Ret to City Clerk