

\$75.50

*Dan Zalta*

REGISTER OF DEEDS

2001 SEP 18 A 11: 59

LANCASTER COUNTY, NE

INST. NO 2001

053715

BLOCK  
NO  
CODE  
HIMES5  
CHECKED  
 ENTERED  
EDITED  
*R*

RESOLUTION NO. PC- 00702

1 A RESOLUTION accepting and approving the plat designated as **HIMARK**  
2 **ESTATES 7TH 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, **HIMark Development, Inc., a Nebraska corporation; D & M**  
7 **Development, L.L.C., a Nebraska limited liability company; and Guy M. Lammle and**  
8 **Rita Lammle, husband and wife;** owners of a tract of land legally described as:

9 Outlot "A" of a Corrected Plat of HiMark Estates 5th Addition,  
10 located in Section 11, Township 9 North, Range 7 East of the  
11 6th. P.M., City of Lincoln, Lancaster County, Nebraska, and  
12 more particularly described as follows:

13 Beginning at the southeast corner of said Outlot "A", said point  
14 being 50.00 feet north of the south line of said Section 11 and  
15 also 50.00 feet west of the east line of said Section 11; thence  
16 on an assumed bearing of north 89 degrees 43 minutes 01  
17 seconds west along a south line of said Outlot "A", a distance  
18 of 277.52 feet to a southwest corner of said Outlot "A"; thence  
19 north 03 degrees 38 minutes 59 seconds east along a west  
20 line of said Outlot "A", a distance of 257.17 feet to a point of  
21 deflection; thence north 26 degrees 27 minutes 06 seconds  
22 west along a southwesterly line of said Outlot "A", a distance  
23 of 99.30 feet to a point of deflection; thence north 60 degrees  
24 03 minutes 40 seconds west along a southwesterly line of said  
25 Outlot "A", a distance of 163.24 feet to a point of deflection;  
26 thence south 80 degrees 10 minutes 42 seconds west along  
27 a south line of said Outlot "A", a distance of 216.81 feet to a  
28 point of deflection; thence north 12 degrees 21 minutes 10  
29 seconds east along a west line of said Outlot "A", a distance of  
30 200.00 feet to a point of deflection; thence north 32 degrees 48  
31 minutes 17 seconds east along a westerly line of said Outlot  
32 "A", a distance of 106.73 feet to a point of deflection; thence  
33 north 05 degrees 40 minutes 28 seconds east along a west  
34 line of said Outlot "A", a distance of 137.37 feet to a point of  
35 deflection; thence north 07 degrees 44 minutes 36 seconds

*Teresa city clerk*

1 west along a west line of said Outlot "A", a distance of 78.04  
2 feet to a point of deflection; thence north 52 degrees 26  
3 minutes 05 seconds west along a southwesterly line of said  
4 Outlot "A", a distance of 189.78 feet to a point of deflection;  
5 thence north 00 degrees 13 minutes 25 seconds east along a  
6 west line of said Outlot "A", a distance of 266.62 feet to a point  
7 of deflection; thence north 89 degrees 46 minutes 35 seconds  
8 west along a south line of said Outlot "A", a distance of 569.98  
9 feet to a southwest corner of said Outlot "A"; thence north 00  
10 degrees 02 minutes 30 seconds west along a west line of said  
11 Outlot "A", a distance of 28.47 feet to a point of deflection;  
12 thence north 89 degrees 40 minutes 33 seconds west along a  
13 south line of said Outlot "A", a distance of 876.72 feet to a  
14 point of deflection; thence south 00 degrees 07 minutes 10  
15 seconds east along an east line of said Outlot "A", a distance  
16 of 316.25 feet to a southeast corner of said Outlot "A"; thence  
17 south 89 degrees 52 minutes 50 seconds west along a south  
18 line of said Outlot "A", a distance of 96.86 feet to a southwest  
19 corner of said Outlot "A"; thence north 01 degrees 16 minutes  
20 46 seconds west along a west line of said Outlot "A", a  
21 distance of 105.49 feet to a point of deflection; thence north 09  
22 degrees 53 minutes 14 seconds west along a west line of said  
23 Outlot "A", a distance of 121.43 feet to a point of deflection;  
24 thence north 29 degrees 52 minutes 00 seconds west along a  
25 southwesterly line of said Outlot "A", a distance of 121.43 feet  
26 to a point of deflection; thence north 49 degrees 50 minutes 45  
27 seconds west along a southwesterly line of said Outlot "A", a  
28 distance of 121.43 feet to a point of deflection; thence north 69  
29 degrees 49 minutes 30 seconds west along a south line of said  
30 Outlot "A", a distance of 121.43 feet to a point of deflection;  
31 thence north 10 degrees 11 minutes 08 seconds east along a  
32 west line of said Outlot "A", a distance of 80.00 feet to a point  
33 of deflection; thence north 20 degrees 12 minutes 51 seconds  
34 east along a west line of said Outlot "A", a distance of 83.48  
35 feet to a point of deflection; thence north 22 degrees 06  
36 minutes 21 seconds east along a west line of said Outlot "A",  
37 a distance of 102.33 feet to a point of deflection; thence north  
38 14 degrees 13 minutes 42 seconds east along a west line of  
39 said Outlot "A", a distance of 104.64 feet to a point of  
40 deflection; thence north 06 degrees 14 minutes 02 seconds  
41 east along a west line of said Outlot "A", a distance of 104.64  
42 feet to a point of deflection; thence north 01 degrees 45  
43 minutes 37 seconds west along a west line of said Outlot "A",  
44 a distance of 104.64 feet to a point of deflection; thence north  
45 09 degrees 45 minutes 16 seconds west along a west line of  
46 said Outlot "A", a distance of 104.64 feet to a point of

1 deflection; thence north 17 degrees 40 minutes 29 seconds  
2 west along a west line of said Outlot "A", a distance of 102.71  
3 feet to a point of deflection; thence north 31 degrees 56  
4 minutes 57 seconds west along a westerly line of said Outlot  
5 "A", a distance of 38.03 feet to a point of deflection; thence  
6 north 62 degrees 21 minutes 18 seconds east along a  
7 northwesterly line of said Outlot "A", a distance of 20.06 feet to  
8 a point of deflection; thence north 31 degrees 56 minutes 57  
9 seconds west along a southwesterly line of said Outlot "A", a  
10 distance of 96.46 feet to a point of deflection; thence north 52  
11 degrees 27 minutes 53 seconds west along a southwesterly  
12 line of said Outlot "A", a distance of 70.92 feet to a point of  
13 deflection; thence north 75 degrees 03 minutes 45 seconds  
14 west along a south line of said Outlot "A", a distance of 95.08  
15 feet to a point of deflection; thence north 73 degrees 12  
16 minutes 48 seconds west along a south line of said Outlot "A",  
17 a distance of 81.15 feet to a point of deflection; thence north  
18 75 degrees 36 minutes 20 seconds west along a south line of  
19 said Outlot "A", a distance of 30.00 feet to a point of deflection;  
20 thence north 14 degrees 23 minutes 40 seconds east along a  
21 west line of said Outlot "A", a distance of 10.00 feet to a point  
22 of deflection; thence north 75 degrees 36 minutes 20 seconds  
23 west along a south line of said Outlot "A", a distance of 90.00  
24 feet to a point of deflection; thence north 84 degrees 37  
25 minutes 31 seconds west along a south line of said Outlot "A",  
26 a distance of 127.73 feet to a point of deflection; thence north  
27 27 degrees 30 minutes 29 seconds west along a southwesterly  
28 line of said Outlot "A", a distance of 200.03 feet to a point of  
29 deflection, said point also being a southeast corner of Lot 1,  
30 Block 1 of a Corrected Plat of HiMark Estates 5th Addition;  
31 thence north 00 degrees 06 minutes 34 seconds west along a  
32 west line of said Outlot "A", a distance of 263.32 feet to a point  
33 of deflection; thence south 89 degrees 49 minutes 47 seconds  
34 east along a north line of said Outlot "A", a distance of 67.79  
35 feet to a point of deflection; thence north 00 degrees 06  
36 minutes 34 seconds west along a west line of said Outlot "A",  
37 a distance of 192.62 feet to a point of deflection; thence north  
38 89 degrees 53 minutes 26 seconds east along a north line of  
39 said Outlot "A", a distance of 120.00 feet to a point of  
40 deflection; thence north 00 degrees 06 minutes 34 seconds  
41 west along a west line of said Outlot "A", a distance of 240.00  
42 feet to a point of deflection; thence south 89 degrees 53  
43 minutes 26 seconds west along a south line of said Outlot "A",  
44 a distance of 78.08 feet to a point of deflection; thence north  
45 07 degrees 00 minutes 00 seconds east along a west line of  
46 said Outlot "A", a distance of 94.92 feet to a point of deflection;

1 thence north 83 degrees 00 minutes 00 seconds west along a  
2 south line of said Outlot "A", a distance of 116.91 feet to a  
3 point of deflection; thence south 82 degrees 27 minutes 14  
4 seconds west along a south line of said Outlot "A", a distance  
5 of 75.58 feet to a point of deflection; thence south 78 degrees  
6 34 minutes 59 seconds west along a south line of said Outlot  
7 "A", a distance of 49.08 feet to a point of deflection; thence  
8 north 87 degrees 30 minutes 04 seconds west along a south  
9 line of said Outlot "A", a distance of 88.70 feet to a point of  
10 deflection; thence north 14 degrees 25 minutes 13 seconds  
11 west along a west line of said Outlot "A", a distance of 66.74  
12 feet to a point of deflection; thence north 28 degrees 25  
13 minutes 47 seconds west along a southwesterly line of said  
14 Outlot "A", a distance of 73.17 feet to a point of deflection;  
15 thence north 42 degrees 26 minutes 21 seconds west along a  
16 southwesterly line of said Outlot "A", a distance of 73.17 feet  
17 to a point of deflection; thence north 56 degrees 26 minutes 55  
18 seconds west along a southwesterly line of said Outlot "A", a  
19 distance of 73.17 feet to a point of deflection; thence north 70  
20 degrees 27 minutes 30 seconds west along a south line of said  
21 Outlot "A", a distance of 73.17 feet to a point of deflection;  
22 thence north 84 degrees 13 minutes 10 seconds west along a  
23 south line of said Outlot "A", a distance of 70.93 feet to a point  
24 of deflection; thence south 87 degrees 13 minutes 59 seconds  
25 west along a south line of said Outlot "A", a distance of 63.94  
26 feet to a point of deflection; thence south 73 degrees 29  
27 minutes 09 seconds west along a south line of said Outlot "A",  
28 a distance of 76.39 feet to a point of deflection; thence south  
29 57 degrees 31 minutes 08 seconds west along a southeasterly  
30 line of said Outlot "A", a distance of 76.39 feet to a point of  
31 deflection; thence south 41 degrees 41 minutes 22 seconds  
32 west along a southeasterly line of said Outlot "A", a distance of  
33 75.15 feet to a point of deflection; thence south 32 degrees 13  
34 minutes 28 seconds west along a southeasterly line of said  
35 Outlot "A", a distance of 62.21 feet to a point of deflection;  
36 thence north 63 degrees 03 minutes 17 seconds west along a  
37 southwesterly line of said Outlot "A", a distance of 45.02 feet  
38 to a point of deflection; thence north 00 degrees 06 minutes 34  
39 seconds west along a west line of said Outlot "A", a distance  
40 of 1622.94 feet to a northwest corner of said Outlot "A", said  
41 point being on the south right-of-way line of Pioneers  
42 Boulevard; thence south 88 degrees 19 minutes 04 seconds  
43 east along a north line of said Outlot "A", a distance of 528.38  
44 feet to a point of deflection; thence north 88 degrees 20  
45 minutes 24 seconds east along the north line of said Outlot  
46 "A", a distance of 792.98 feet to a point of deflection, said point

1 also being on the west line of the East Half of Section 11;  
2 thence north 88 degrees 22 minutes 55 seconds east along a  
3 north line of said Outlot "A", a distance of 366.66 feet to a  
4 northeast corner of said Outlot "A", said point also being the  
5 northwest corner of Outlot "A", Wildflower Farms Addition;  
6 thence south 00 degrees 00 minutes 53 seconds east along an  
7 east line of said Outlot "A", said Corrected Plat of HiMark  
8 Estates 5th Addition, a distance of 986.59 feet to a point of  
9 deflection, said point also being the southwest corner of Outlot  
10 "B", said Wildflower Farms Addition; thence south 89 degrees  
11 50 minutes 16 seconds east along a north line of said Outlot  
12 "A", a distance of 217.25 feet to a northeast corner of said  
13 Outlot "A"; thence south 00 degrees 00 minutes 53 seconds  
14 east along an east line of said Outlot "A", a distance of 559.99  
15 feet to a point of deflection, said point also being the southwest  
16 corner of Lot 2, said Wildflower Farms Addition; thence south  
17 89 degrees 50 minutes 16 seconds east along a northerly line  
18 of said Outlot "A", a distance of 739.75 feet to a northeast  
19 corner of said Outlot "A", said point also being the southeast  
20 corner of said Lot 2, Wildflower Farms Addition; thence south  
21 00 degrees 02 minutes 33 seconds east along an east line of  
22 said Outlot "A", a distance of 1036.00 feet to a point of  
23 deflection, said point also being on the north line of the  
24 Southeast Quarter of said Section 11; thence south 89  
25 degrees 50 minutes 10 seconds east along a north line of said  
26 Outlot "A", a distance of 1274.02 feet to a northeast corner of  
27 said Outlot "A"; thence south 00 degrees 04 minutes 07  
28 seconds east along an east line of said Outlot "A", a distance  
29 of 2590.18 feet to the true point of beginning; said tract  
30 contains a calculated area of 196.16 acres, or 8,545,020.62  
31 square feet, more or less;

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

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

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

38 1. That the plat of **HIMARK ESTATES 7TH ADDITION** as an addition to the  
39 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by

1 HiMark Development, Inc., a Nebraska corporation; D & M Development, L.L.C., a  
2 Nebraska limited liability company; and Guy M. Lammle and Rita Lammle, husband  
3 and wife; as owners is hereby accepted and approved, and said owners are given the right  
4 to plat said HIMARK ESTATES 7TH ADDITION as an addition to said City in accordance  
5 therewith. Such acceptance and approval are conditioned upon the following:

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

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

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

21 Fourth: That said owners shall at their own cost and expense pay for  
22 all labor, material, engineering, and inspection costs in connection with the placing of  
23 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent

1 lot staking shall be completed before construction on or conveyance of any lot shown in  
2 this final plat.

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

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

15 The owners, their successors and assigns agree:

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

18 b. To protect the remaining trees on the site during construction  
19 and development.

20 c. To pay all improvement costs except the City subsidy for a 12"  
21 water main in this subdivision.

22 d. To submit to lot buyers and home builders a copy of the soil  
23 analysis.

1 e. To complete the private improvements shown on the preliminary  
2 plat and community unit plan.

3 f. To maintain the outlots, street trees along S. 84th Street, the  
4 private roadways, landscape screens, sidewalks in the pedestrian way easements, and  
5 private improvements on a permanent and continuous basis. However, the owners may  
6 be relieved and discharged of this maintenance obligation upon creating in writing a  
7 permanent and continuous association of property owners who would be responsible for  
8 said permanent and continuous maintenance. The owners shall not be relieved of such  
9 maintenance obligation until the document or documents creating said property owners  
10 association have been reviewed and approved by the City Attorney and filed of record with  
11 the Register of Deeds.

12 g. To comply with the provisions of the Land Subdivision  
13 Ordinance regarding land preparation.

14 h. To relinquish the right of direct vehicular access from all lots to  
15 the abutting major streets.

16 i. To pay a portion of the cost for future upgrades to the Antelope  
17 Creek trunk sewer, the cost to be determined by the Public Works and Utilities Department.

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

20 a. A bond or an approved escrow or security agreement in the  
21 sum of \$69,300.00 conditioned upon the strict compliance by said owners with the  
22 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 \$16,800.00 conditioned upon the strict compliance by said owners 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 \$115.00 conditioned upon the strict compliance by said owners with the conditions  
6 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 \$300.00 conditioned upon the strict compliance by said owners with the conditions  
9 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 \$4,400.00 conditioned upon the strict compliance by said owners with the  
12 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

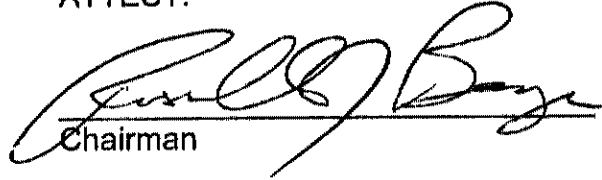
13           The bonds required above shall be subject to approval by the City Attorney.  
14 In the event that said owners or their surety shall fail to satisfy the conditions herein set  
15 forth within the time specified in this resolution, the City may cause the required work to be  
16 performed 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 22nd day of August, 2001.

1 Dated this 22nd day of August, 2001.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
Chief Assistant City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **HIMark Development, Inc.**, a Nebraska corporation; **D & M Development, L.L.C.**, a Nebraska limited liability company; and **Guy M. Lammle and Rita Lammle**, husband and wife; 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 7TH 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 7TH ADDITION** it is agreed by and between Subdivider and City as follows:

1. 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 a 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 complete the private improvements shown on the preliminary plat and community unit plan.

6. The Subdivider agrees to maintain the outlots, street trees along S. 84th Street, the private roadways, landscape screens, sidewalks in the pedestrian way easements, 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.

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 from all lots to the abutting major streets.

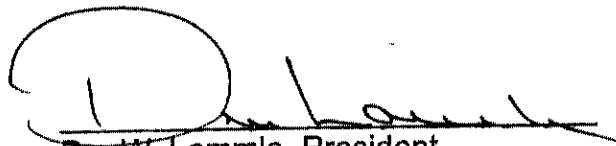
9. The Subdivider agrees to pay a portion of the cost for future upgrades to the Antelope Creek trunk sewer, the cost to be determined by the Public Works and Utilities Department.

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

Dated this 5<sup>th</sup> day of September, 2001.

ATTEST:

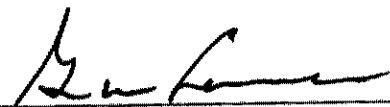
HIMARK DEVELOPMENT, INC.  
a Nebraska corporation,

  
Dru W. Lammle, President

ATTEST:

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

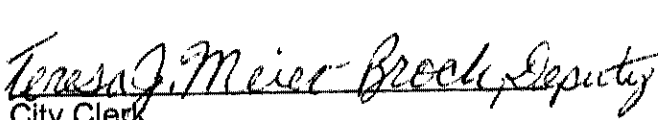
  
Dannel Muhleisen, Member

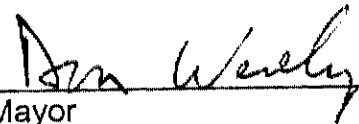
  
Guy M. Lammle

  
Rita Lammle

ATTEST:

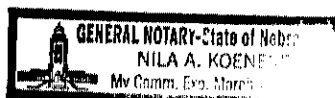
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

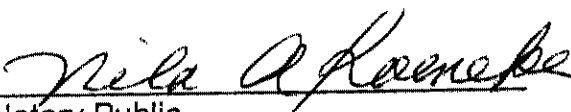
  
Teresa J. Meier-Brock, Deputy  
City Clerk

  
Don Wewaly  
Mayor

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF LANCASTER    )

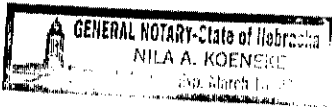
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2001, by Dru W. Lammle, President, HiMark Development, Inc., a Nebraska corporation.



  
Nila A. Koeneke  
Notary Public

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Sept, 2001, 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 )

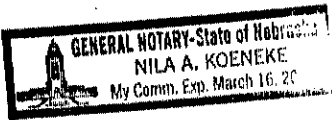
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Sept, 2001, by Guy M. Lammle.



Nila A. Koeneke  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

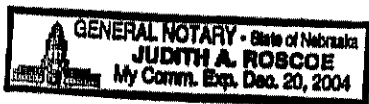
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Sept, 2001, by Rita Lammle.



Nila A. Koeneke  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2001, 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, Teresa J. Meier-Brock, 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 7<sup>th</sup> Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held Aug. 22, 2001, 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 18<sup>th</sup> day of September, 2001.

*Teresa J. Meier-Brock*  
Deputy City Clerk

