



After recording please return to:
City of Hickman
115 Locust Street, P.O. Box 127
Hickman, NE 68372

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between Buel Land Development Corp., a Nebraska corporation (hereafter "Subdivider"), and the City of Hickman, Nebraska, a municipal corporation, (hereafter "City");

WHEREAS, a City of the Second Class, as provided by the State of Nebraska 17-1001, has zoning authority consisting of the unincorporated area one mile beyond and adjacent to its corporate boundaries per State of Nebraska §17-1001;

WHEREAS, Subdivider has made application to City requesting approval of the final plat of Buel Highlands Estates, a copy of which is attached to this Agreement as Exhibit 'A' (the 'Final Plat');

WHEREAS, Subdivider's application further requests the subdivision of property to include the new Legal Description of Lots Contained Within Buel Highlands Estates as identified on Exhibit 'B';

WHEREAS, the Final Plat contains certain provisions requiring an agreement between Subdivider and City relating to the Final Plat and the development thereof; and,

NOW, THEREFORE, IN CONSIDERATION of the City granting permission and approval of the Final Plat of Buel Highlands Estates, it is agreed by and between Subdivider and City per the sections as follows:

1. Waiver and Conditions. Per City Council Resolution 2018-08 – Buel Highlands Estates Preliminary Plat, a copy of which is attached to this Agreement as Exhibit 'C' (the 'Preliminary Plat'), the following waivers and conditions apply to the Buel Highlands Estates Subdivision Final Plat:
 - a) Pedestrian easements for block lengths greater than 600 feet per Section 5.15; pedestrian easement is solely required between Block 1, Lots 5 and 6 on North, and Block 1, Lots 7 and 10 on South.
 - b) Street Standards, Grading and Construction per Sections 5.25 and 6.04 as Subdivider shall meet all Lancaster County Road Standards per the County Engineer until further improvements are required by the City upon annexation or through other City of Hickman Municipal Code or Nebraska State Statutes.
 - c) Sidewalk installation per Sections 5.21 and 6.07, until such time as City orders construction per Hickman Municipal Code, Chapter 6, Section 6-307, as amended from time to time, or as required through other City of Hickman Municipal Code or Nebraska State Statutes.
 - d) Installation of Sewer Infrastructure per Section 6.09, until hookup is required by the City per Hickman Municipal Code, Chapter 7, Article 2, Section 7-203, as amended from time to time, or as required through other City of Hickman Municipal Code or Nebraska State Statutes.
 - e) Installation of Water Infrastructure per Section 6.10, until hookup is required by City per Hickman Municipal Code, Chapter 7, Article 2, Section 7-304, as amended from time to time, or as required through other City of Hickman Municipal Code or Nebraska State Statutes.
 - f) "Ghost" Platting Requirements per Section 4.04 are allowed to be reduced from thirty (30) build-through lots to twenty-four (24) build-through lots as outlined within the Preliminary Plat due to topographical and stormwater restrictions.
 - g) Due to the low density characteristics of the acreage development, and per Subdivision Ordinance Section 7.05, the City directs the Subdivider to pay a \$200.00/per saleable lot fee to the City upon Final Plat approval in lieu of requiring ten percent (10%) common space requirement.
2. The Subdivider, at its sole cost, agrees to complete the street asphalt paving of the public street that meets Lancaster County public road standards, to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat and prior to the issuance of any building permits by the City for the Subdivision.

3. The Subdivider, at its sole cost, shall create under the laws of the State of Nebraska, a corporation under the name and style of Buel Highlands Estates, Inc. (the "Homeowner's Association") to own, operate and maintain all Outlots and improvements including, but not limited to, the neighborhood sign, fencing and open space within the Final Plat.
4. Subdivider, at its sole cost, shall be responsible for maintaining the Outlots within the Subdivision until such time as the Outlots ownership is transferred to the Homeowner's Association for maintenance, per Section 8.13 of the Subdivision Regulations. City shall **not** have any responsibility for installation or maintenance of, including, but not limited to, sidewalks, trails, fencing, neighborhood identification signage, landscaping, snow clearing, or mowing of Outlots 'A', 'B', 'C' and property within the Stormwater easement in Block 1, Lot 7 that are not under City's ownership.
5. Outlot 'C' use shall be limited to the installation and maintenance of a sidewalk for pedestrian access, drainage infrastructure and landscaping. Subdivider shall not allow any structures, including fencing, to be constructed within Outlot 'C'. Homeowner's Association and/or City of Hickman are granted perpetual access to Outlot 'C' for the future installation and maintenance of a sidewalk and other public improvements. There is no requirement for the City to construct or maintain any improvements within Outlot 'C'. Subdivider and Homeowner's Association shall be allowed to install sidewalks, drainage infrastructure and landscaping at their sole discretion.
6. The use of Outlot 'A' and Outlot 'B' shall be limited to the installation of fencing, landscaping, sidewalks, trails, and Neighborhood Identification Signage and Subdivider and/or Homeowners Association shall not allow any additional structures to be constructed within said Outlots. There is no requirement for the City to construct or maintain any improvements within Outlot 'A' and Outlot 'B'.
7. If Subdivider retains ownership of any Outlot within the Subdivision, Subdivider agrees that, at least sixty (60) days prior to closing on the sale, donation or other transfer of said Outlots to any entity or individual other than the Homeowner's Association, it will provide City with notice of such intended transfer. Furthermore, the Subdivider shall provide an executed written notice to the City adorned with the signatures of the Subdivider and of the new entity or individual, acknowledging this Subdivision Agreement and stating the new owner(s) agree to enforce all terms of this agreement.
8. Prior to initial sale of Lot 7, the Subdivider shall be responsible for notifying the future owner of the stormwater easement and all provisions of section 8 of this agreement prior to closing on the sale, donation or other transfer.
9. The Stormwater easement in Lot 7 shall be dedicated to the public upon approval of the Final Plat by the City of Hickman. The easement shall be maintained by the property owner of said Lot, until such time as the property is utilized for stormwater detention or retention. If Stormwater detention is necessary, the Homeowner's Association, City, County or any other public entity may install stormwater infrastructure upon approval and direction of the City within said easement at their sole discretion. Current and future owners of Lot 7 shall not be required to solely pay for and maintain any future necessary stormwater infrastructure. Upon installation of any stormwater improvements in Lot 7, the Subdivider and/or Homeowners Association shall be responsible for the maintenance of the property and infrastructure within said easement. The City, County and/or any other public entity may participate in the cost of the stormwater improvements, however this agreement does not imply any public entity is required to pay or cost share future improvements.
10. Subdivider, heirs, successors and assigns of Subdivider, agree to pay all property taxes due for any Outlot in a timely manner to prevent said Outlot from being offered at the Lancaster County tax sale.
11. The Subdivider, at its sole cost, agrees to complete the public water distribution system supply from Rural Water District No. 1, Lancaster County, Nebraska (the "Water District") to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat and prior to the issuance of any building permits by the City for the Subdivision. Approval by Rural Water District No. 1 Exhibit 'D'.

12. The Subdivider, at its sole cost, agrees to complete the installation of the street name signs and all other requested road signage as requested by Lancaster County upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
13. The Subdivider, at its sole cost, agrees to complete the installation of permanent markers (property pins) on all lots within the Final Plat by a Registered Land Surveyor upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
14. The Subdivider, at its sole cost, agrees to provide and install electricity supplied by Norris Public Power to the lots within the Final Plat upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
15. The Subdivider, at its sole cost, agrees to complete any public and private improvements or facility required by Article 6 of the Subdivision Regulations which have not been waived and which inadvertently may have been omitted from the above list of required improvements within four (4) years of the date of this Agreement.
16. Subdivider agrees, at its sole cost, to meet all of Lancaster County's Engineering inspection and testing requirements related to road improvements, and to provide a copy of all relevant documentation to both the City and Lancaster County Engineering Department prior to the issuance of any building permits by the City for the Subdivision.
17. Subdivider and future property owners agree to the following per Section 4.05 Special Requirements for "Ghost" Plats:
 - a. To comply with the provisions of this Ordinance regarding land preparation and grading.
 - b. To notify all potential purchasers of all lots that said lots are subject to future subdivision and additional future urban residential development when (1) the sanitary sewer and water mains have been extended to serve the final plat; (2) the lots have been annexed; and (3) the lots have been rezoned to a district allowing for higher urban density.
 - c. In the event any infrastructure improvements including but not limited to water mains, street paving, sidewalks, street trees, stormwater and ornamental street lighting are ordered constructed pursuant to a special assessment district Subdivider (1) agrees and consents that the costs thereof shall be assessed and levied together with assessment and equalization costs, against the benefited properties in the Subdivision, waiving all objections to the sufficiency of the petitions therefore, to the proceedings and (2) agrees to pay to the City of Hickman said costs as thus assessed and levied against said property.
 - d. To and hereby waives, as against the City of Hickman, any and all damages and any claim or right of action for any and all damages, of every nature, which may accrue to Subdivider, or which may result to Subdivider's property or interest therein, by reason of said infrastructure improvements or construction thereof.
 - e. Not to protest annexation of the property within the subdivision into the City of Hickman.
 - f. That the obligations of Subdivider under this "Ghost" platting process and agreement shall constitute a covenant running with the land and shall be binding on the Subdivider and Subdivider's heirs, administrators, successors and assigns.
18. Subdivider acknowledges this agreement does not limit the City's powers/rights as granted by the State of Nebraska, including, but not limited to, creation of special assessment districts or similar for the construction of streets, street lighting, sidewalks, water infrastructure and sewer infrastructure.
19. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
20. This Agreement and all exhibits, obligations and covenants contained herein of the Subdivider shall run with the land and shall be binding and obligatory upon the heirs, successors and assigns of Subdivider, including but not limited to, any Homeowners Association or lender of the Subdivider that subsequently acquires the property through judicial foreclosure, non-judicial foreclosure or by acceptance of a quitclaim deed in lieu of foreclosure, including all of the lots legally described in Exhibit 'D' to this Agreement.

21. This Agreement and all exhibits shall be recorded with the Lancaster County Register of Deeds upon the recording of the Final Plat for Buel Highlands Estates by the Subdivider.
22. Ownership Certificate(s) for the property included within the Final Plat is attached hereto as Exhibit 'E' to this Agreement.
23. Subdivider guarantees the completion of all improvements as required by Sections 8.02, 8.03 and 8.04 of the Subdivision Regulations and will provide an Agreement for Escrow of Security Fund of all improvements attached hereto as Exhibit 'F'.
24. Entire Agreement. This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively concerning the subject matter hereof.
25. Modification by Agreement. This Agreement may be modified only by a written agreement, executed by all Parties; provided that the Parties agree to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto without cost to the City.
26. Governing Law. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
27. Notices, Consents and Approval. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States Postal Service registered mail, return receipt requested, postage prepaid and addressed as follows:
 1. For Subdivider:

Buel Lands LLC
Attn: Travis Buel, Manager
18400 S. 54th Street
Hickman, NE 68372
 2. For City:

City of Hickman
Attn: City Administrator
115 Locust Street, P.O. Box 127
Hickman, NE 68372

AND

City of Hickman
Attn: City Clerk
115 Locust Street, P.O. Box 127
Hickman, NE 68372
 3. Such addresses may be changed from time to time by any party by providing notice to all other parties listed above.
28. Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any Section.
29. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.

[END OF AGREEMENT, SIGNATURE PAGE FOLLOWS]

Dated this 17 day of August, 2018.

SUBDIVIDER:
Buel Lands Development Corp.
a Nebraska Corporation

Travis Buel
Travis Buel, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of August, 2018 by Travis Buel, Manager of Buel Lands Development Corp., a Nebraska Corporation, on behalf of the company.



Heidi Hoglund
Notary Public

For the City:

City of Hickman, Nebraska

[Signature]
By: Doug Hanson, Mayor

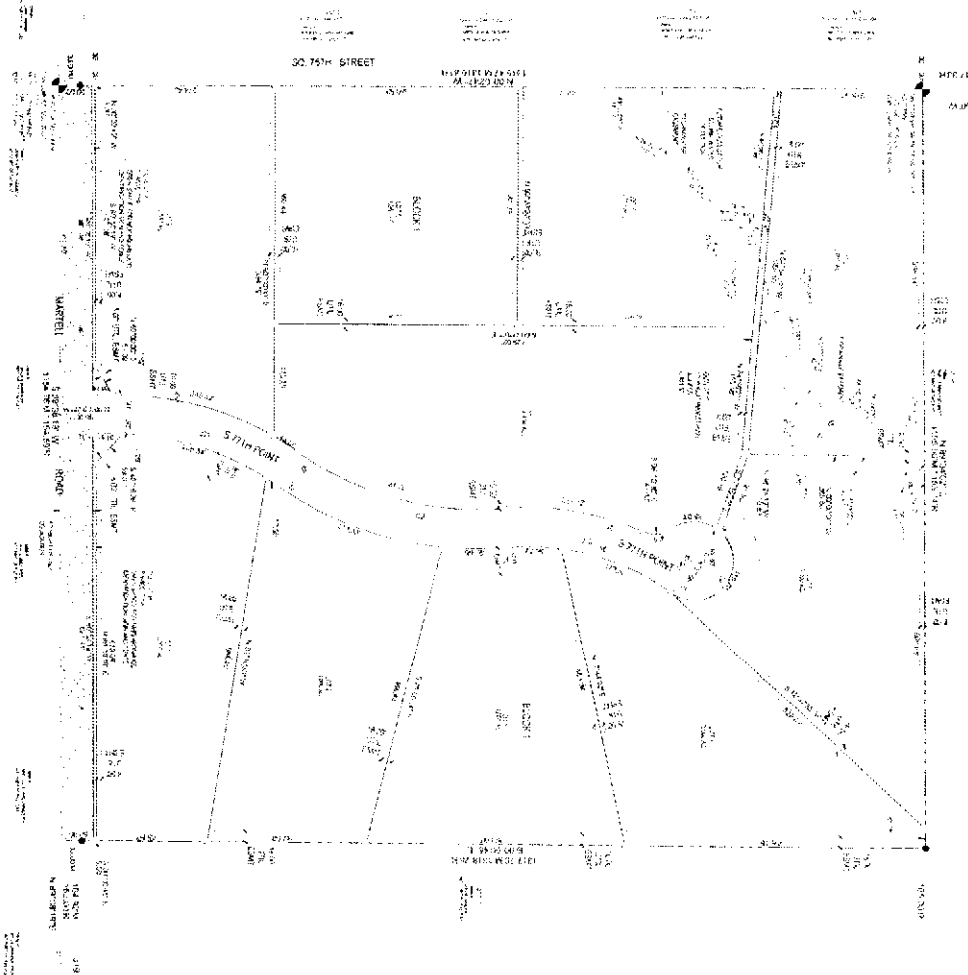
Attest:

[Signature]
By: Kelly Oelke, City Clerk



EXHIBIT 'A'
FINAL PLAT

BUEL HIGHLANDS ESTATES FINAL PLAT



Legend

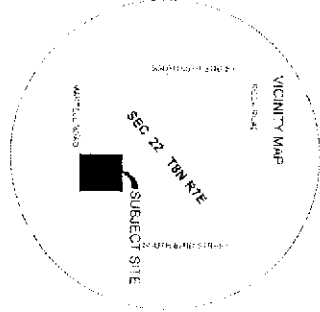
● Road
○ Easement
□ Encroachment
--- Survey Boundary
--- Property Line
--- Survey Line

▲ Station
--- Curve Data

CURVE DATA

Station	Chord	Delta	Radius	Chord Angle	Curve Length
0+00	100.00	90.00	35.36	90.00	100.00
0+62.83	100.00	90.00	35.36	90.00	100.00
1+25.66	100.00	90.00	35.36	90.00	100.00
1+88.49	100.00	90.00	35.36	90.00	100.00
2+51.32	100.00	90.00	35.36	90.00	100.00
3+14.15	100.00	90.00	35.36	90.00	100.00
3+76.98	100.00	90.00	35.36	90.00	100.00
4+39.81	100.00	90.00	35.36	90.00	100.00
5+02.64	100.00	90.00	35.36	90.00	100.00
5+65.47	100.00	90.00	35.36	90.00	100.00
6+28.30	100.00	90.00	35.36	90.00	100.00
6+91.13	100.00	90.00	35.36	90.00	100.00
7+53.96	100.00	90.00	35.36	90.00	100.00
8+16.79	100.00	90.00	35.36	90.00	100.00
8+79.62	100.00	90.00	35.36	90.00	100.00
9+42.45	100.00	90.00	35.36	90.00	100.00
10+05.28	100.00	90.00	35.36	90.00	100.00

SCALE 1"=100'



OWNERS CERTIFICATION

WE, THE UNDERSIGNED, BEING THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, CERTIFY THAT WE HAVE FULL AND COMPLETE TITLE TO SAID PROPERTY, AND THAT WE HAVE NOT AT ANY TIME INCURRED ANY LIENS OR ENCUMBRANCES THEREON, AND THAT WE ARE NOT AWARE OF ANY SUCH LIENS OR ENCUMBRANCES. WE FURTHER CERTIFY THAT WE HAVE NOT AT ANY TIME INCURRED ANY LIENS OR ENCUMBRANCES THEREON, AND THAT WE ARE NOT AWARE OF ANY SUCH LIENS OR ENCUMBRANCES. WE FURTHER CERTIFY THAT WE HAVE NOT AT ANY TIME INCURRED ANY LIENS OR ENCUMBRANCES THEREON, AND THAT WE ARE NOT AWARE OF ANY SUCH LIENS OR ENCUMBRANCES.

ACKNOWLEDGMENT OF NOTARY

I, Notary Public in and for the State of New York, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this day, and that the same has been duly acknowledged by the parties thereto before me.

Notary Public in and for the State of New York
[Signature]
1000 N. Main St., New York, N.Y.

ACCEPTANCE BY HICKMAN CITY COUNCIL

THIS MAP AND PLAT ARE HEREBY ACCEPTED AND APPROVED BY THE HICKMAN CITY COUNCIL on this day of May, 2005.

[Signature]
City Engineer
HICKMAN CITY ENGINEER



LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE

THESE ARE THE PARTS OF AN ORIGINAL SURVEY, MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF NEW YORK, AND THE RULES AND REGULATIONS THEREUNDER, AND THE SAME ARE TRUE AND CORRECT. I HEREBY CERTIFY THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE SAID ACTS AND RULES, AND THAT THE SAID SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SAID TRACT OF LAND AS DESCRIBED IN THE SAID INSTRUMENT.

[Signature]
Surveyor
2000 N. Main St., New York, N.Y.

COUNTY TREASURER CERTIFICATE

THIS INSTRUMENT HAS BEEN FILED FOR RECORD IN MY OFFICE ON THIS DAY, AND I HEREBY CERTIFY THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT FILED FOR RECORD IN MY OFFICE.

[Signature]
County Treasurer
1000 N. Main St., New York, N.Y.

REVIEW OF THE LANCASTER COUNTY SURVEYOR

THIS INSTRUMENT HAS BEEN REVIEWED BY ME, AND I HEREBY CERTIFY THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SAID TRACT OF LAND AS DESCRIBED IN THE SAID INSTRUMENT.

[Signature]
Surveyor
1000 N. Main St., New York, N.Y.

HICKMAN PLANNING COMMISSION APPROVAL

THIS MAP AND PLAT ARE HEREBY APPROVED BY THE HICKMAN PLANNING COMMISSION on this day of May, 2005.

[Signature]
Commissioner
HICKMAN PLANNING COMMISSION

EXHIBIT 'B'
LEGAL DESCRIPTION OF LOTS CONTAINED WITHIN
BUEL HIGHLANDS ESTATES

BUHIES

LOT
<i>BLOCK 1</i> Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
OUTLOT 'A' OPEN SPACE FOR NEIGHBORHOOD IDENTIFICATION SIGN AND FENCE
OUTLOT 'B' OPEN SPACE FOR NEIGHBORHOOD IDENTIFICATION SIGN AND FENCE
OUTLOT 'C' PEDESTRIAN ACCESS

EXHIBIT 'C'
BUEL HIGHLANDS ESTATES PRELIMINARY PLAT

RESOLUTION NO 2018-08

WHEREAS, Travis Buel, on behalf of Buel Lands, LLC has submitted a preliminary plat to the City of Hickman, Nebraska, for Buel Highlands Estates Subdivision on property legally described as S22, T8, R7, 6th Principal Meridian, Lot 8 SE and generally located north of Martell Road and one-half mile east of South 68th Street; and,

WHEREAS, the Planning Commission of the City of Hickman met on April 19, 2018 to hold a public hearing and review said preliminary plat, and voted to recommend to the City Council approval of Buel Highlands Estates Preliminary Plat to City Council with inclusion of all requirements of the Lancaster County Surveyor and recommendations of the City Engineer; and,

WHEREAS, the City Council of the City of Hickman has reviewed the preliminary plat and has determined it is in the best interest of the City of Hickman, Nebraska to grant acceptance of said preliminary plat, including the following Subdivision Ordinance waivers and conditions due to low density development design:

- 1) Pedestrian easements for block lengths greater than 600 feet per Section 5.15; pedestrian easement is solely required between Block 1, Lots 5 and 6 on North, and Block 1, Lots 7 and 10 on South.
- 2) Street Standards, Grading and Construction per Sections 5.25 and 6.04 as Subdivider shall meet all Lancaster County Road Standards per the County Engineer until further improvements are required by the City upon annexation or through other City of Hickman Municipal Code or Nebraska State Statutes.
- 3) Sidewalk installation per Sections 5.21 and 6.07, until such time as City orders construction per Hickman Municipal Code, Chapter 6, Section 6-307, as amended from time to time, or as required through other City of Hickman Municipal Code or Nebraska State Statutes.
- 4) Installation of Sewer Infrastructure per Section 6.09, until hookup is required by the City per Hickman Municipal Code, Chapter 7, Article 2, Section 7-203, as amended from time to time, or as required through other City of Hickman Municipal Code or Nebraska State Statutes.
- 5) Installation of Water Infrastructure per Section 6.10, until hookup is required by City per Hickman Municipal Code, Chapter 7, Article 2, Section 7-304, as amended from time to time, or as required through other City of Hickman Municipal Code or Nebraska State Statutes.
- 6) "Ghost" Platting Requirements per Section 4.04 are allowed to be reduced from thirty (30) build-through lots to twenty-four (24) build-through lots as outlined within the Preliminary Plat due to topographical and stormwater restrictions.
- 7) Due to the low density characteristics of the acreage development, and per Subdivision Ordinance Section 7.05, the City directs the Subdivider to pay a \$200.00/per saleable lot fee to the City upon Final Plat approval in lieu of requiring ten percent (10%) common space requirement.

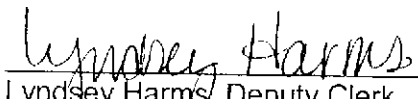
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickman, Nebraska, that the Buel Highlands Estates Preliminary Plat for property legally described as S22, T8, R7, 6th Principal Meridian, Lot 8 SE is hereby approved, including the outlined waivers and conditions.

PASSED AND APPROVED THIS 22ND DAY OF MAY, 2018.



Mayor Doug Hanson

Attest:



Lyndsey Harms, Deputy Clerk



(SEAL)

BUEL HIGHLANDS ESTATES

PRELIMINARY PLAT



ENGINEER & PREPARER
 THE CLARK EMERSON PARTNERS
 1100 WASHINGTON STREET
 SUITE 200
 LINCOLN, NE 68502

OWNER & DEVELOPER
 BUEL HIGHLANDS ESTATES, LLC
 1100 WASHINGTON STREET
 SUITE 200
 LINCOLN, NE 68502

LEGAL DESCRIPTION
 A CERTAIN PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, T42N, R12E, S42W, COUNTY OF LINCOLN, NEBRASKA, BEING MORE OR LESS THE UNASSIGNED REMAINDER OF THE SOUTHWEST QUARTER OF SECTION 16, T42N, R12E, S42W, COUNTY OF LINCOLN, NEBRASKA, AS SHOWN ON A PREVIOUSLY RECORDED PLAT OF THE BUEL HIGHLANDS ESTATES, L.P., PLAT NO. 133, REC. 155, 11/14/12, AND AS SHOWN ON A PREVIOUSLY RECORDED PLAT OF THE BUEL HIGHLANDS ESTATES, L.P., PLAT NO. 133, REC. 155, 11/14/12, AND AS SHOWN ON A PREVIOUSLY RECORDED PLAT OF THE BUEL HIGHLANDS ESTATES, L.P., PLAT NO. 133, REC. 155, 11/14/12, AND AS SHOWN ON A PREVIOUSLY RECORDED PLAT OF THE BUEL HIGHLANDS ESTATES, L.P., PLAT NO. 133, REC. 155, 11/14/12.

GENERAL NOTES
 1. THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD.
 2. THE PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD.
 3. THE PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD.
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 9. THE PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD.
 10. THE PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD.

GENERAL NOTES

WAIVERS
 WAIVER OF THE REQUIREMENTS OF NEBRASKA STATUTE CHAPTER 78, SECTION 107, RELATIVE TO THE RECORDING OF THIS PLAT.

WAIVERS

WAIVERS

WAIVERS

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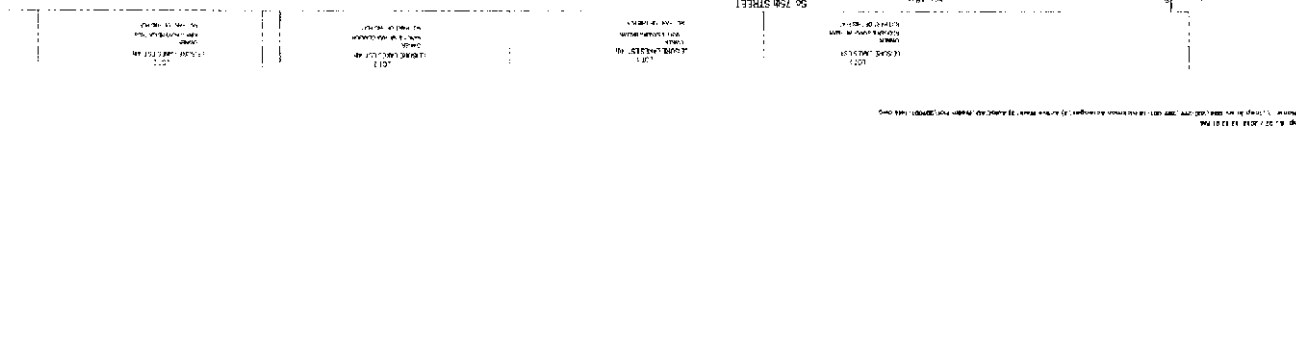
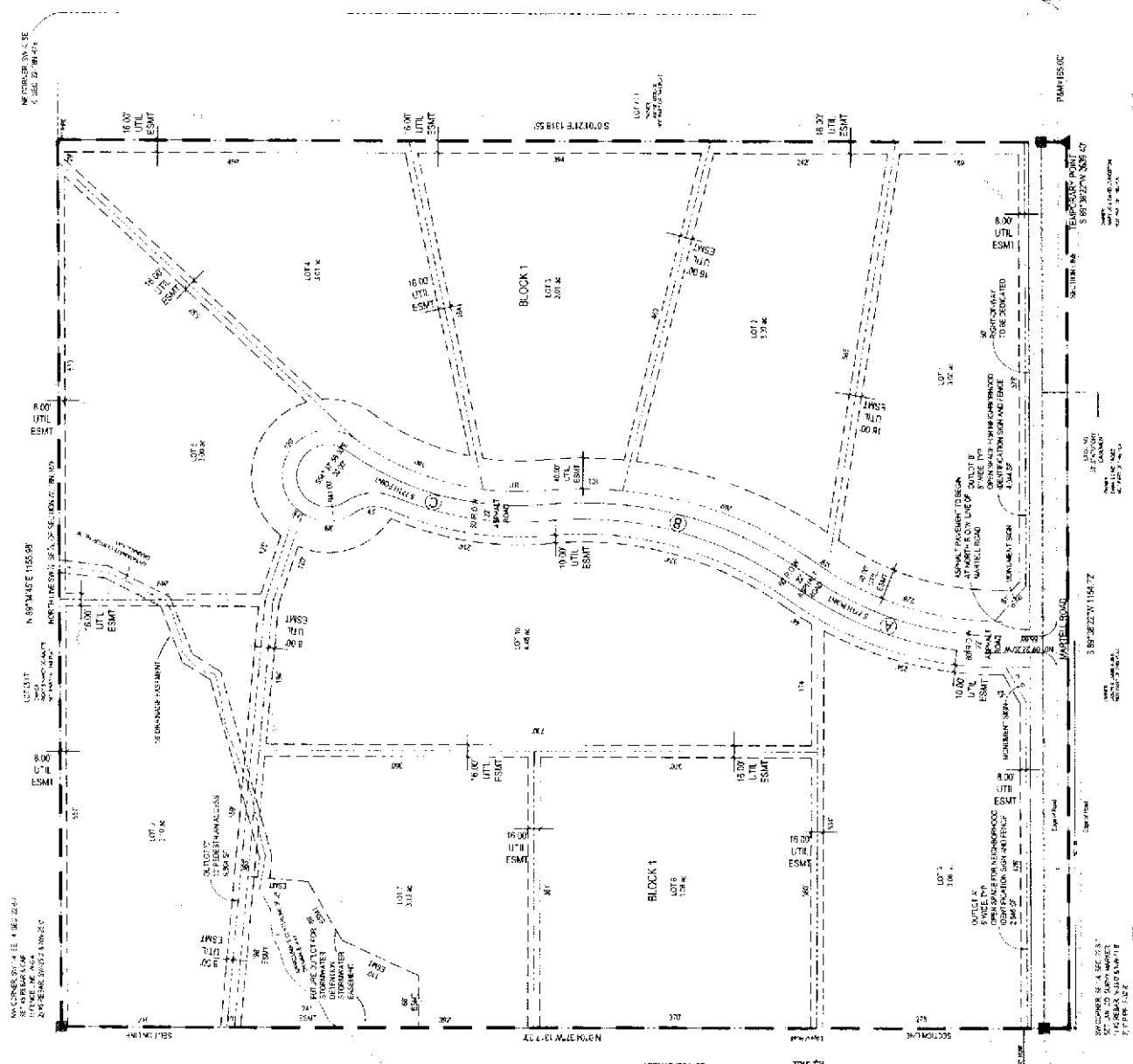
WAIVERS

WAIVERS

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WAIVERS



Buel Highlands Estates Preliminary Plat
 Lincoln, NE
 TCEP No. 209-000-18

May 21, 2018



BUEL HIGHLANDS ESTATES
PRELIMINARY PLAT

Buel Highlands Estates Preliminary Plat

UP COR. NE

TCEP No.: 209 001 18

May 21, 2018

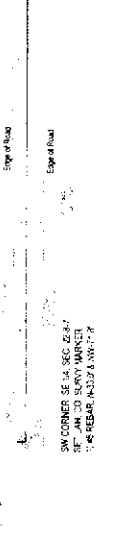
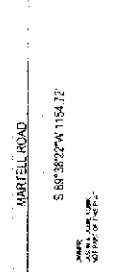
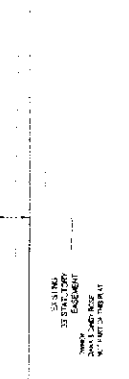
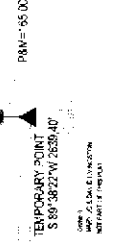
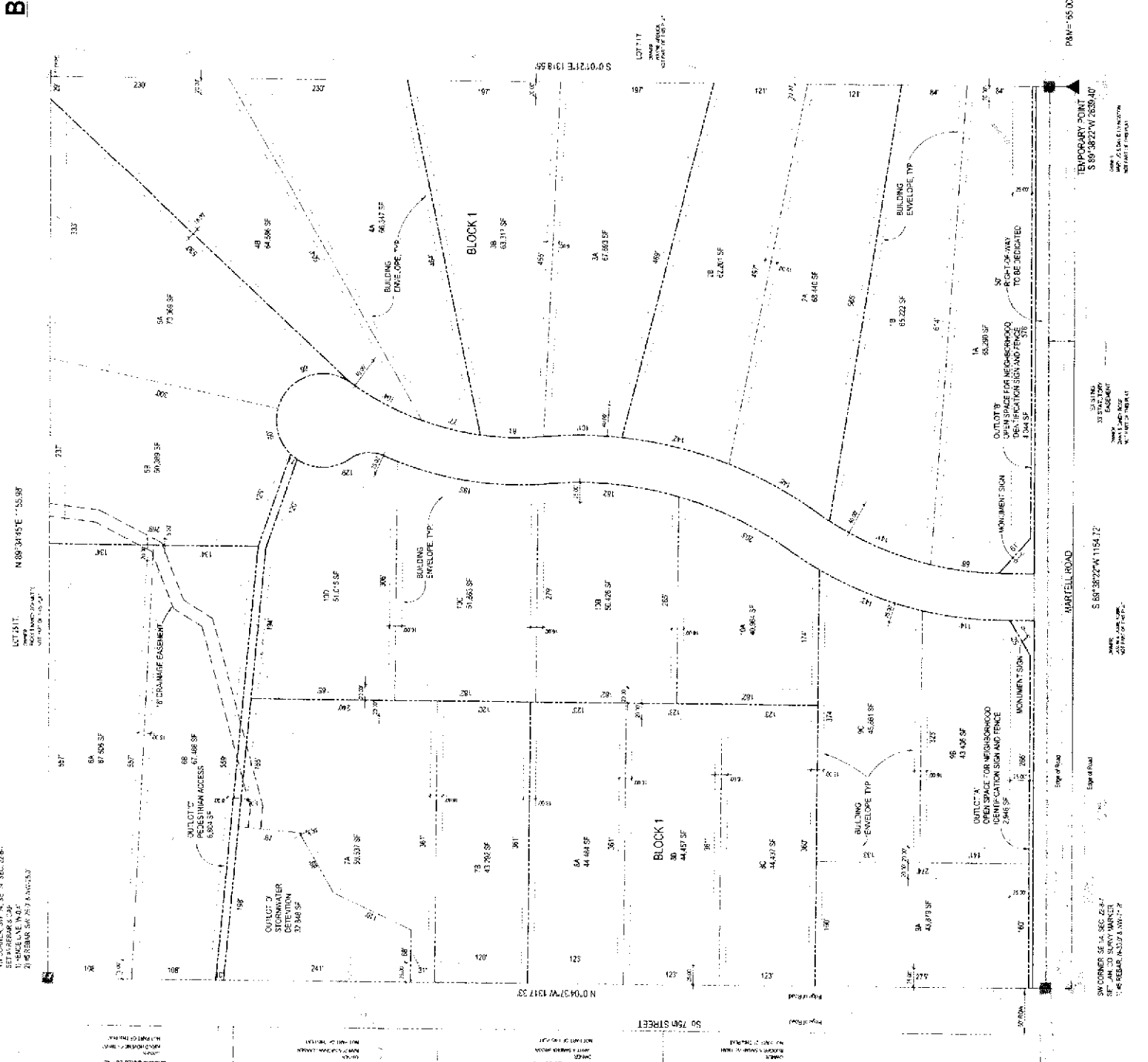


GHOST PLAT

2 of 6

- GENERAL NOTES**
1. ALL DISTANCES ARE IN FEET AND INCHES.
 2. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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- LEGEND**
- 1. BUILDING ENVELOPE
 - 2. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 3. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 4. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 5. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 6. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 7. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 8. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 9. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE
 - 10. OPEN SPACE FOR NEIGHBORHOOD OPEN SPACE



Professional Engineer Seal for Clark Emerson Partners, License No. 13188, State of North Carolina. The seal is located in the bottom right corner of the page.



BUEL HIGHLANDS ESTATES

PRELIMINARY PLAT

SET BY BEAR BLVD
1' FROM THE WOLF
2' FROM THE SWALE
2' FROM THE SWALE

LOT 1
15,986 SQ. FT. ±
1.141136

LOT 2
10,000 SQ. FT. ±
0.727611

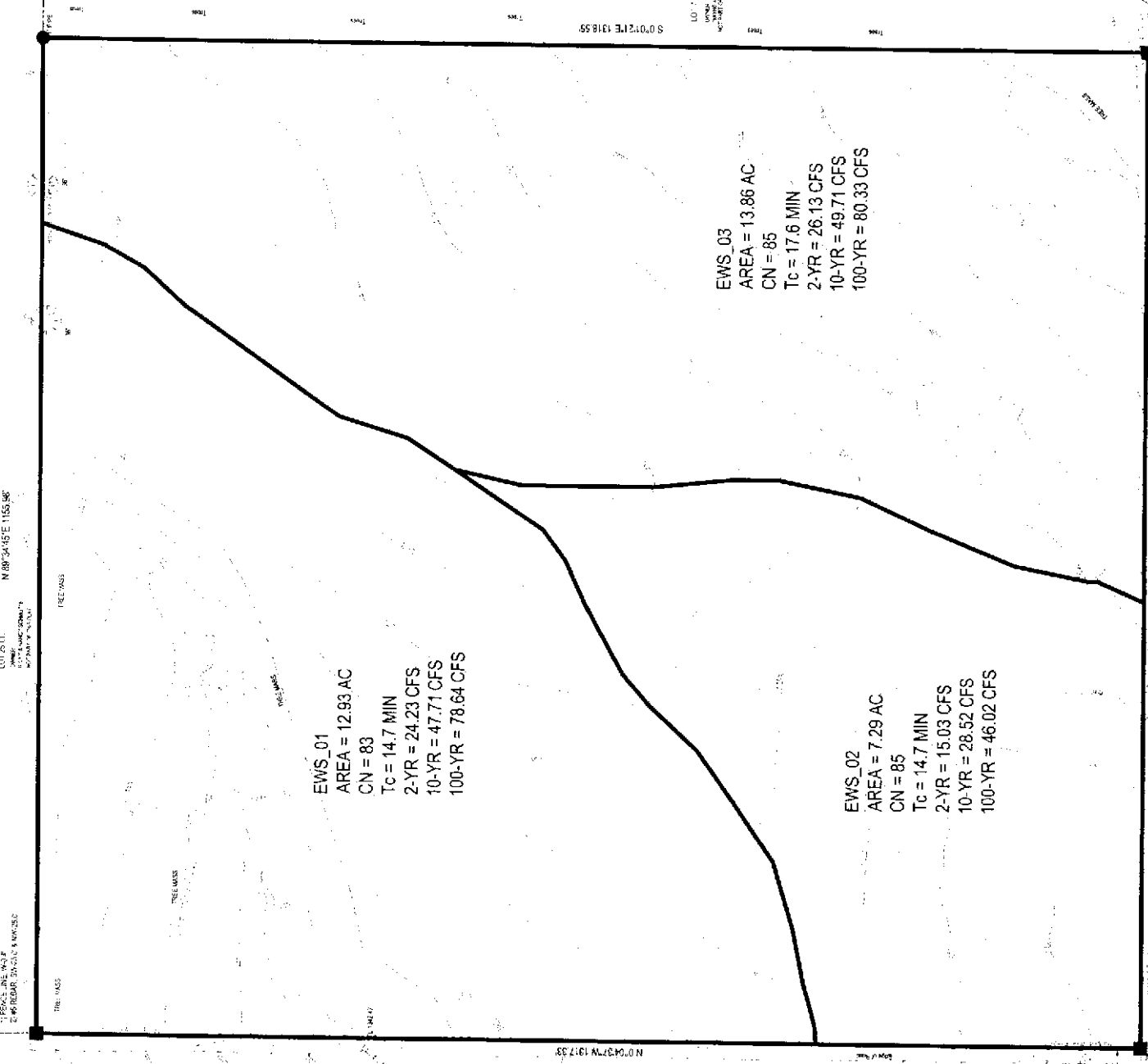
LOT 3
10,000 SQ. FT. ±
0.727611

LOT 4
10,000 SQ. FT. ±
0.727611

EWS_01
AREA = 12.93 AC
CN = 83
Tc = 14.7 MIN
2-YR = 24.23 CFS
10-YR = 47.71 CFS
100-YR = 78.64 CFS

EWS_03
AREA = 13.86 AC
CN = 85
Tc = 17.6 MIN
2-YR = 26.13 CFS
10-YR = 49.71 CFS
100-YR = 80.33 CFS

EWS_02
AREA = 7.29 AC
CN = 85
Tc = 14.7 MIN
2-YR = 15.03 CFS
10-YR = 28.52 CFS
100-YR = 46.02 CFS



LOT 1, 2, 3, 4
S 0°12'E 1318.55'
S 89°38'22"W 1154.72'
S 89°38'22"W 835.56'
P.M. - 163.00'

EXISTING GRADING & DRAINAGE PLAN

TEMPORARY POINT
S 89°38'22"W 835.56'

SW CORNER SE 1/4 SEC. 20A
SETBACK TO PROPERTY MARKER
1" = 50' (SEE PLAN)

SW CORNER SE 1/4 SEC. 20A
SETBACK TO PROPERTY MARKER
1" = 50' (SEE PLAN)

SW CORNER SE 1/4 SEC. 20A
SETBACK TO PROPERTY MARKER
1" = 50' (SEE PLAN)

SW CORNER SE 1/4 SEC. 20A
SETBACK TO PROPERTY MARKER
1" = 50' (SEE PLAN)

SW CORNER SE 1/4 SEC. 20A
SETBACK TO PROPERTY MARKER
1" = 50' (SEE PLAN)

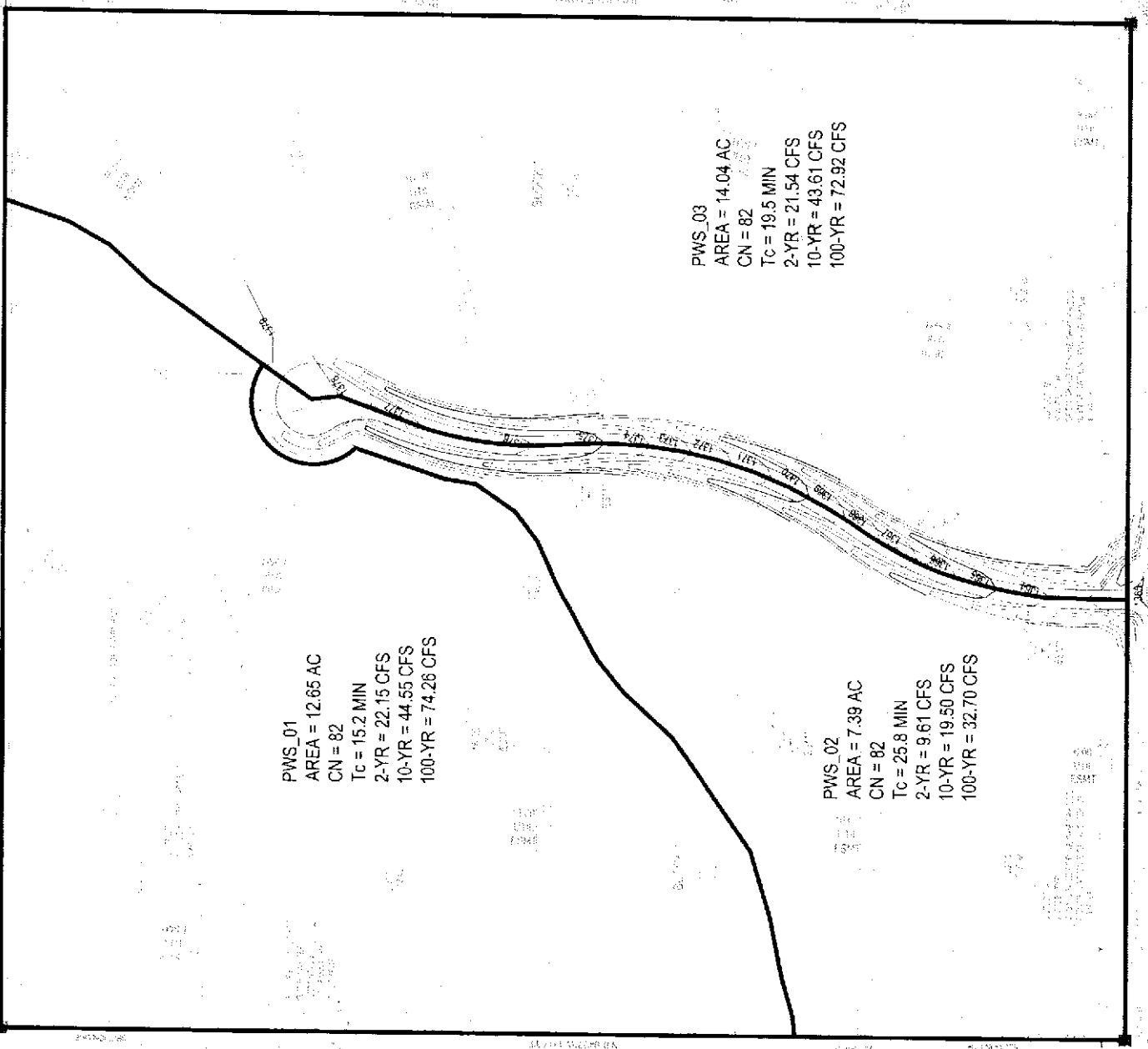
Buel Highlands Estates
Preliminary Plat
Lincoln, NE
TCEP No.: 2009-001-118
May 21, 2018



BUEL HIGHLANDS ESTATES PRELIMINARY PLAT

LEGEND
 EXISTING DRAINAGE
 PROPOSED DRAINAGE
 PROPOSED GRADE
 PROPOSED DRIVEWAY

EXISTING DRAINAGE CALCULATIONS		PROPOSED DRAINAGE CALCULATIONS	
AREA	14.04 AC	AREA	12.65 AC
PERCENT IMPERVIOUS	33.33%	PERCENT IMPERVIOUS	33.33%
PERCENT PAVED	0.00%	PERCENT PAVED	0.00%
PERCENT GRAVEL	0.00%	PERCENT GRAVEL	0.00%
PERCENT ASPHALT	0.00%	PERCENT ASPHALT	0.00%
PERCENT CONC	0.00%	PERCENT CONC	0.00%
PERCENT SAND	0.00%	PERCENT SAND	0.00%
PERCENT GRAV	0.00%	PERCENT GRAV	0.00%
PERCENT BRICK	0.00%	PERCENT BRICK	0.00%
PERCENT STONE	0.00%	PERCENT STONE	0.00%
PERCENT METAL	0.00%	PERCENT METAL	0.00%
PERCENT OTHER	0.00%	PERCENT OTHER	0.00%
PERCENT TOTAL	33.33%	PERCENT TOTAL	33.33%
PERCENT IMPERVIOUS	33.33%	PERCENT IMPERVIOUS	33.33%
PERCENT PAVED	0.00%	PERCENT PAVED	0.00%
PERCENT GRAVEL	0.00%	PERCENT GRAVEL	0.00%
PERCENT ASPHALT	0.00%	PERCENT ASPHALT	0.00%
PERCENT CONC	0.00%	PERCENT CONC	0.00%
PERCENT SAND	0.00%	PERCENT SAND	0.00%
PERCENT GRAV	0.00%	PERCENT GRAV	0.00%
PERCENT BRICK	0.00%	PERCENT BRICK	0.00%
PERCENT STONE	0.00%	PERCENT STONE	0.00%
PERCENT METAL	0.00%	PERCENT METAL	0.00%
PERCENT OTHER	0.00%	PERCENT OTHER	0.00%
PERCENT TOTAL	33.33%	PERCENT TOTAL	33.33%



PWS_01
 AREA = 12.65 AC
 CN = 82
 Tc = 15.2 MIN
 2-YR = 22.15 CFS
 10-YR = 44.55 CFS
 100-YR = 74.26 CFS

PWS_02
 AREA = 7.39 AC
 CN = 82
 Tc = 25.8 MIN
 2-YR = 9.61 CFS
 10-YR = 19.50 CFS
 100-YR = 32.70 CFS

PWS_03
 AREA = 14.04 AC
 CN = 82
 Tc = 19.5 MIN
 2-YR = 21.54 CFS
 10-YR = 43.61 CFS
 100-YR = 72.92 CFS



BUEL HIGHLANDS ESTATES PRELIMINARY PLAT

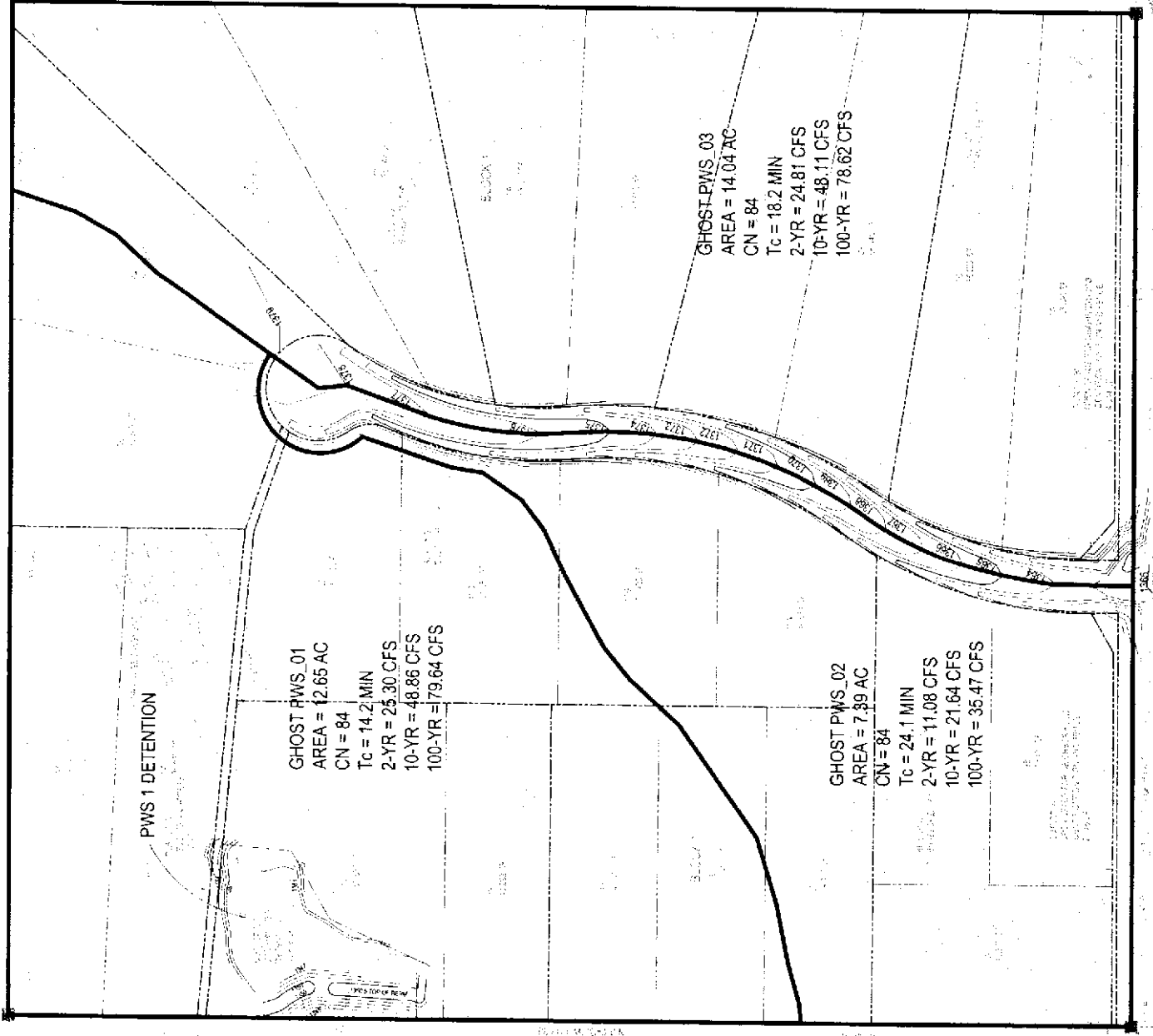


LEGEND
 --- PROPOSED GRADE
 --- EXISTING GRADE
 --- PROPOSED DRAINAGE
 --- EXISTING DRAINAGE
 --- PROPERTY BOUNDARY
 --- EASEMENT

EXISTING DRAINAGE CALCULATIONS	
AREA	12.65 AC
CN	84
Tc	14.2 MIN
2-YR	25.30 CFS
10-YR	48.86 CFS
100-YR	79.64 CFS

PROPOSED DRAINAGE CALCULATIONS	
AREA	14.04 AC
CN	84
Tc	18.2 MIN
2-YR	24.81 CFS
10-YR	48.11 CFS
100-YR	78.62 CFS

RATING CURVE FOR PWS 1 DETENTION POIND	
INLET	1.00
1.00	1.00
1.50	1.50
2.00	2.00
2.50	2.50
3.00	3.00
3.50	3.50
4.00	4.00
4.50	4.50
5.00	5.00
5.50	5.50
6.00	6.00
6.50	6.50
7.00	7.00
7.50	7.50
8.00	8.00
8.50	8.50
9.00	9.00
9.50	9.50
10.00	10.00



PWS 1 DETENTION

GHOST PWS_01
 AREA = 12.65 AC
 CN = 84
 Tc = 14.2 MIN
 2-YR = 25.30 CFS
 10-YR = 48.86 CFS
 100-YR = 79.64 CFS

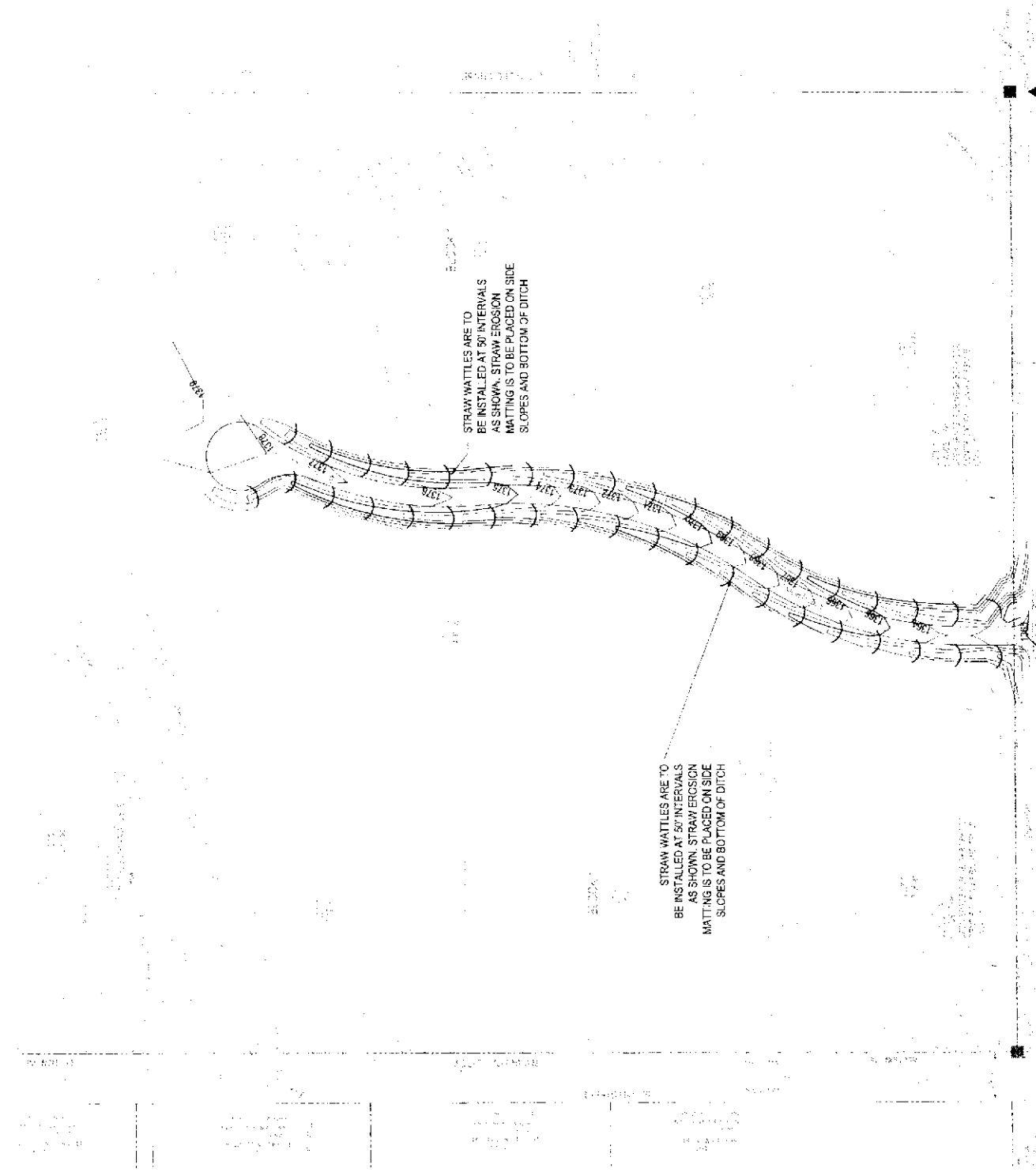
GHOST PWS_02
 AREA = 7.89 AC
 CN = 84
 Tc = 24.1 MIN
 2-YR = 11.08 CFS
 10-YR = 21.64 CFS
 100-YR = 36.47 CFS

GHOST PWS_03
 AREA = 14.04 AC
 CN = 84
 Tc = 18.2 MIN
 2-YR = 24.81 CFS
 10-YR = 48.11 CFS
 100-YR = 78.62 CFS



LEGEND

[Symbol]	PROPOSED EROSION CONTROL MEASURES
[Symbol]	EXISTING EROSION CONTROL MEASURES
[Symbol]	PROPOSED DRIVEWAYS
[Symbol]	EXISTING DRIVEWAYS
[Symbol]	PROPOSED BOUNDARIES
[Symbol]	EXISTING BOUNDARIES
[Symbol]	PROPOSED UTILITIES
[Symbol]	EXISTING UTILITIES
[Symbol]	PROPOSED SETBACKS
[Symbol]	EXISTING SETBACKS

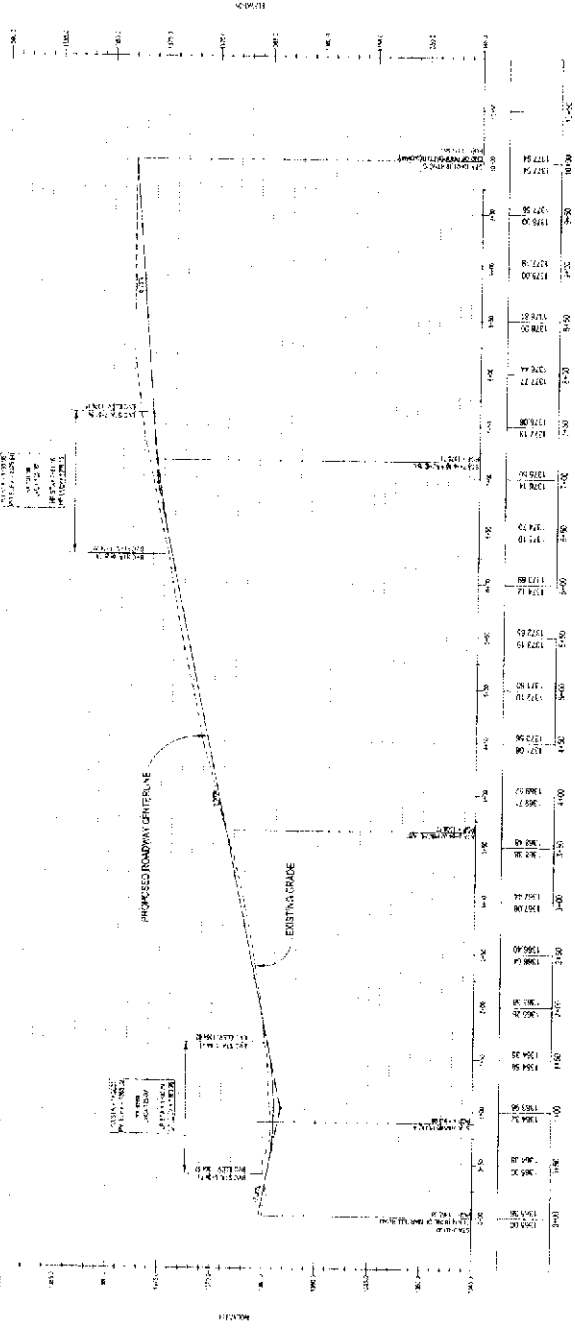


STRAW WATTLES ARE TO BE INSTALLED AT 50' INTERVALS AS SHOWN. STRAW EROSION MATTING IS TO BE PLACED ON SIDE SLOPES AND BOTTOM OF DITCH

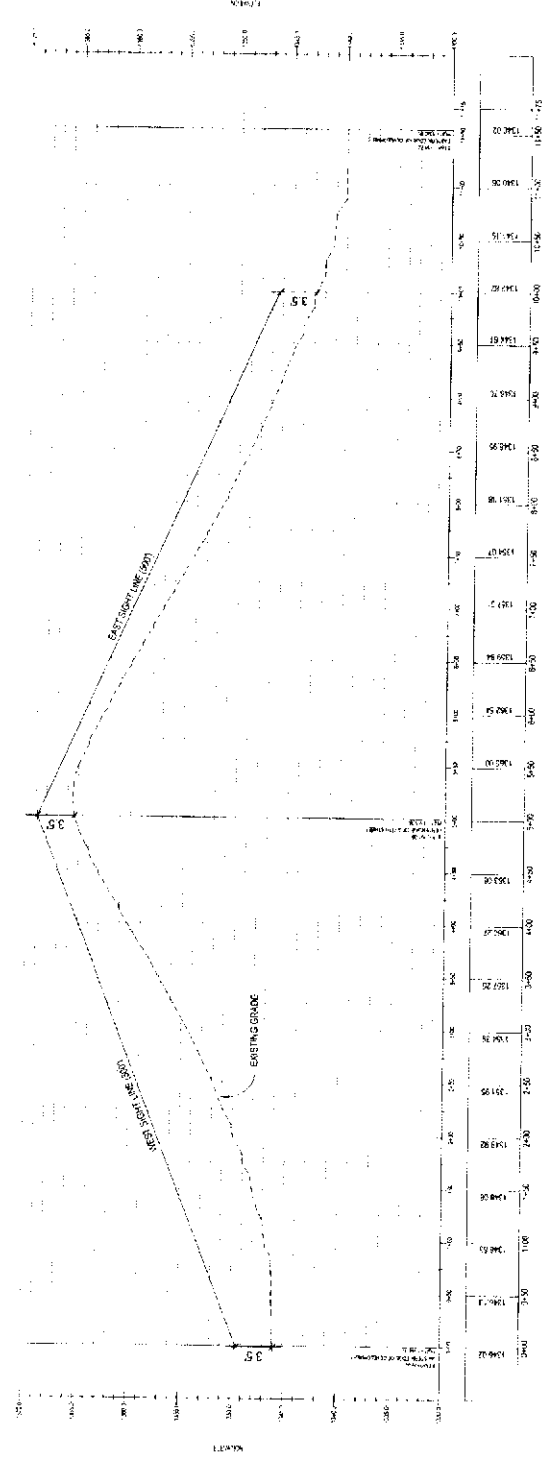
STRAW WATTLES ARE TO BE INSTALLED AT 50' INTERVALS AS SHOWN. STRAW EROSION MATTING IS TO BE PLACED ON SIDE SLOPES AND BOTTOM OF DITCH



BUEL HIGHLANDS ESTATES
PRELIMINARY PLAT



S77th STREET PROFILE



MARTELL ROAD PROFILE

Buel Highlands Estates
Preliminary Plat
Lincoln, NE
TCER No.: 209-601-18
May 21, 2018



EXHIBIT 'D'

PROOF OF RURAL WATER DISTRICT NO. 1, LANCASTER COUNTY, NEBRASKA
APPROVAL

RURAL WATER DISTRICT NO. 1

LANCASTER COUNTY, NEBRASKA

310 FIR STREET PO BOX 98 - BENNET, NEBRASKA 68317
402.782.3495 www.lwdf.com



January 17, 2018

Travis Buel
9905 Devonshire Dr
Omaha, NE 68114

Application for Water Service in: Buel Acreages T8N, R7E, Section 22 – 10 Lots

Dear Mr. Buel:

WELCOME!

The Board of Directors approved your Subdivision Application at the January 10, 2018 Board Meeting for Water Service for 10 water hookups located as legally described as: T8N, R7E, Section 22 (10) lots in Lancaster County, Nebraska.

Please find an invoice for the remaining balance for the first application fee in the amount of \$5,600.00 to proceed with this project.

Construction Coordinator, Phil Goering, will provide you an estimate on the subdivision construction. Once you have received this, we will then need you to provide the District with a letter of credit by your financial institution stating these funds are in escrow and payable to the Rural Water District No. 1 upon completion of construction.

Also, please notify the office as soon as you have an approved County Plat Map. We will then need to draw up the Agreement to be signed by the Board of Directors and You.

If you have any questions, you may contact me at (402) 782-3495. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jasmine K. Mach".

Jasmine K. Mach
Office Manager
Rural Water District No. 1
Lancaster County, NE

EXHIBIT 'E'
OWNERSHIP CERTIFICATES

OWNERSHIP CERTIFICATE

FILE NO: 6102555

TO: **Buel Land Development, a Nebraska Corporation**
Travis Buel, Manager

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Lancaster County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

Lot Eight (8), Irregular tract located in the Southeast Quarter of Section Twenty-Two (22), Township Eight (8) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska

GRANTEE IN LAST DEED OF RECORD:

Buel Land Development Corp., a Nebraska corporation

UNRELEASED LIENS OF RECORD:

None of Record

JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

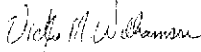
No search made

TAXES/ASSESSMENTS:

No search made

Effective Date: August 24, 2018 at 8:00 am

Nebraska Title Company

By 
Registered Abstracter

Please direct inquiries to: Paige Deppe

NOTE: THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of \$1,000.00.

EXHIBIT 'F'

BUEL HIGHLANDS ESTATES

AGREEMENT FOR GUARANTEE OF IMPROVEMENTS IN LIEU OF ESCROW

WHEREAS, Buel Land Development Corp., a Nebraska Corporation, hereinafter called "Developer", has made application to the City of Hickman, Lancaster County, Nebraska, a municipal corporation, hereinafter called "City", for permission to construct and install public improvements within the extraterritorial jurisdiction of the City through approval of the final plat of BUEL HIGHLANDS ESTATES; and,

WHEREAS, per Section 8.02 of the City's Subdivision Regulations (Ordinance 2007-04) Developer shall guarantee the construction and installation of the required improvements to the City's satisfaction; and,

WHEREAS, Developer guarantees to construct and install, at Developer's sole cost, the following public improvements:

ITEM	IMPROVEMENT DESCRIPTION
1	<u>Water Distribution System by Rural Water District NO. 1 Lancaster County:</u> To include all engineering, distribution infrastructure and construction installation
2	<u>Street Paving by Pavers Inc.:</u> Mobilization, subgrade prep and fine grade, install 7" of Lancaster Co Surface Mix Type SPR, and survey monument boxes
3	<u>Permanent Lot Markers by Allen Surveying:</u> Verify boundary of final plat, stake all lots, and install survey monuments
4	<u>Electrical Distribution System by Norris Public Power District:</u> Electrical Infrastructure for 10 residential connections
5	<u>Street Sign and Stop Sign by Developer:</u> Purchase and Install to Lancaster County Standards

EXHIBIT 'F'
BUEL HIGHLANDS ESTATES
AGREEMENT FOR ESCROW OF SECURITY FUND

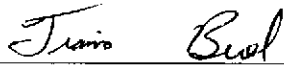
NOW, THEREFORE, IT IS AGREED by Developer and City:

The City will not release any building permits prior to Developer providing proof of payment in whole to Norris Public Power District for the installation of the electrical distribution system; and,

The City will not release any building permits prior to the construction, installation, and proof of acceptance by the Lancaster County Engineer of the Water Distribution System, Street Paving, Permanent Lot Markets, and Street Signs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 11th day of Sept., 2018.

“DEVELOPER”:
BUEL LAND DEVELOPMENT CORP.,
a Nebraska Corporation

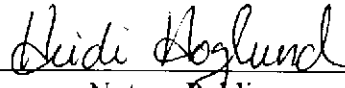


Travis Buel, President/Manager

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of September, 2018 by Travis Buel, President of Buel Land Development Corp., a Nebraska corporation, on behalf of the company.

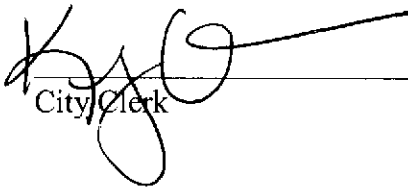




Notary Public

ATTEST:

“CITY”:
CITY OF HICKMAN, NEBRASKA,
a municipal corporation,



City Clerk



Doug Hanson, Mayor



City Attorney