

\$ 70.50

BLOCK

*Dan Jolte*

INST. NO 2000

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REGISTER OF DEEDS

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RESOLUTION NO. PC- 00579

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A RESOLUTION accepting and approving the plat designated as **NORTH HILLS 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, **Southview, Inc., a Nebraska corporation; Ridge Development Company, a Nebraska corporation; and North Hills Limited Partnership, a Nebraska limited partnership,** owners of a tract of land legally described as:

The remaining portion of Lot 12 I.T., Lot 14 I.T., Lot 9 I.T., Lot 8 I.T., Lot 10 I.T., Lot 15 I.T., and Lot 17 I.T., all located in Section 1, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Parcel 1:

Beginning at the North Quarter corner of Section 1, Township 10 North, Range 6 East; thence south 00 degrees 02 minutes 19 seconds east along the east line of said Lot 14 I.T., a distance of 1259.83 feet to a point of deflection; thence south 88 degrees 28 minutes 08 seconds east along a north line of said remaining portion of Lot 12 I.T., a distance of 404.24 feet to a northeast corner of said remaining portion of Lot 12 I.T.; thence south 01 degrees 31 minutes 52 seconds west along an east line of said remaining portion of Lot 12 I.T., a distance of 511.19 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a north line of said remaining portion of Lot 12 I.T., a distance of 36.04 feet to a point of deflection; thence along a curve having a radius of 243.07 feet, arc length of 192.89 feet, delta angle of 45 degrees 28 minutes 01 seconds, a chord bearing of south 65 degrees 43 minutes 36 seconds east, and a chord length of 187.87 feet; thence south 42 degrees 59 minutes 35 seconds east along a north line of said remaining portion of Lot 12 I.T., a distance of 18.09 feet to a point of deflection; thence along

*City Clerk - Joan*

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a curve having a radius of 440.00 feet, arc length of 71.52 feet, delta angle of 09 degrees 18 minutes 46 seconds, a chord bearing of south 47 degrees 38 minutes 58 seconds east, and a chord length of 71.43 feet to a point on the east line of said remaining portion of Lot 12 I.T.; thence south 00 degrees 02 minutes 19 seconds west along the east line of said remaining portion of Lot 12 I.T. and said Lot 17 I.T., a distance of 1013.68 feet to the southeast corner of said Lot 17 I.T.; thence north 88 degrees 29 minutes 42 seconds west along the south line of said Lot 17 I.T., a distance of 661.89 feet to the southwest corner of said Lot 17 I.T., said point also being the southeast corner of said Lot 15 I.T.; thence north 88 degrees 27 minutes 35 seconds west along the south line of said Lot 15 I.T., a distance of 1997.61 feet to a point of deflection; thence south 00 degrees 08 minutes 22 seconds west along an east line of said Lot 15 I.T., a distance of 54.82 feet to a southeast corner of said Lot 15 I.T.; thence north 88 degrees 28 minutes 04 seconds west along a south line of said Lot 15, a distance of 630.07 feet to the southwest corner of said Lot 15 I.T. said point also being on the west line of the Southwest Quarter of said Section 1; thence north 00 degrees 00 minutes 28 seconds east along the west line of the Southwest Quarter of said Section 1, a distance of 383.20 feet to the West Quarter corner of said Section 1; thence north 00 degrees 08 minutes 46 seconds west along the west line of the Northwest Quarter of said Section 1, a distance of 1437.01 feet to a point of deflection said point also being a northwest corner of said Lot 14 I.T.; thence north 89 degrees 51 minutes 14 seconds east along a north line of said Lot 14 I.T., a distance of 33.00 feet to a point of deflection; thence north 09 degrees 44 minutes 54 seconds east along a west line of said Lot 14 I.T., a distance of 510.80 feet to a point of deflection; thence north 53 degrees 25 minutes 21 seconds east along a northwesterly line of said Lot 14 I.T., a distance of 979.30 feet to a northwest corner of said Lot 14 I.T.; thence south 89 degrees 48 minutes 58 seconds east along the north line of said Lot 14 I.T., a distance of 1723.22 feet to the true point of beginning, said tract contains a calculated area of 189.03 acres, or 8,234,155 square feet, more or less;

Parcel 2:

Beginning at the northeast corner of said remaining portion of Lot 12 I.T.; thence on an assumed bearing of south 00 degrees 02 minutes 19 seconds west along the east line of

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said remaining portion of Lot 12 I.T., a distance of 534.90 feet to a point; thence north 42 degrees 59 minutes 35 seconds west, a distance of 9.81 feet to a point of curvature; thence along a curve in a counterclockwise direction having a radius of 323.07 feet, arc length of 220.35 feet, delta angle of 39 degrees 04 minutes 40 seconds, a chord bearing of north 62 degrees 31 minutes 55 seconds west, and a chord length of 216.10 feet to a point; thence north 01 degrees 31 minutes 52 seconds east, a distance of 433.20 feet to a point; thence south 88 degrees 28 minutes 08 seconds east along the north line of said remaining portion of Lot 12 I.T., a distance of 187.28 feet to the true point of beginning, said tract contains a calculated area of 2.07 acres, or 90,597 square feet, more or less;

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

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

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

1. That the plat of **NORTH HILLS ADDITION** as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Southview, Inc., a Nebraska corporation; Ridge Development Company, a Nebraska corporation; and North Hills Limited Partnership, a Nebraska limited partnership**, as owners is hereby accepted and approved, and said owners are given the right to plat said **NORTH HILLS ADDITION** as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

First: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction

1 of street improvements, including the grading, paving, and installation of curb and gutter,  
2 curb inlets, and storm drain laterals for all streets as shown on the approved final plat. The  
3 construction shall be completed within two years following Planning Commission approval  
4 of this final plat.

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

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

14 Fourth: 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 a public wastewater collection system as shown on the approved preliminary plat. The  
17 construction shall be completed within two years following Planning Commission approval  
18 of this final plat.

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

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

6 Seventh: That said owners shall at their own cost and expense pay  
7 for all labor, material, and related costs in connection with the installation of street trees  
8 along the streets and private roadways within this plat. The planting shall be completed  
9 within four years following Planning Commission approval of this final plat.

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

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

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

23 The owners, their successors and assigns agree:

- 1 a. To submit to the Director of Public Works an erosion control  
2 plan.
- 3 b. To protect the remaining trees on the site during construction  
4 and development.
- 5 c. To pay all improvement costs.
- 6 d. To submit to a lot buyers and home builders and copy of the soil  
7 analysis.
- 8 e. To continuously and regularly maintain the street trees.
- 9 f. To complete the private improvements shown on the preliminary  
10 plat.
- 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 complete the permanent lot and block staking before  
21 construction on or conveyance of any lot shown on this final plat.

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

1 a. A bond or an approved escrow or security agreement in the  
2 sum of \$327,700.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

4 b. A bond or an approved escrow or security agreement in the  
5 sum of \$90,900.00 conditioned upon the strict compliance by said owners with the  
6 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

7 c. A bond or an approved escrow or security agreement in the  
8 sum of \$138,800.00 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

10 d. A bond or an approved escrow or security agreement in the  
11 sum of \$149,500.00 conditioned upon the strict compliance by said owners with the  
12 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

13 e. A bond or an approved escrow or security agreement in the  
14 sum of \$106,000.00 conditioned upon the strict compliance by said owners with the  
15 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

16 f. A bond or an approved escrow or security agreement in the  
17 sum of \$36,000.00 conditioned upon the strict compliance by said owners with the  
18 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

19 g. A bond or an approved escrow or security agreement in the  
20 sum of \$31,240.00 conditioned upon the strict compliance by said owners with the  
21 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

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h. A bond or an approved escrow or security agreement in the sum of \$1,035.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

i. A bond or an approved escrow or security agreement in the sum of \$7,350.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

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

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

The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 9th day of February, 2000.

Dated this 9th day of February, 2000.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
Assistant City Attorney



## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Southview, Inc., a Nebraska corporation; Ridge Development Company, a Nebraska corporation; and North Hills Limited Partnership, a Nebraska limited partnership**, 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 **NORTH HILLS 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 **NORTH HILLS 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.
4. The Subdivider agrees to submit to a lot buyers and home builders and copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain the street trees.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat.

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

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

9. 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.

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

Dated this 10 day of February, 2000.

**SOUTHVIEW, INC.,**  
a Nebraska corporation,

Barbara J. Fisher  
Witness

Gerald L. Schleich  
Gerald L. Schleich

RIDGE DEVELOPMENT CO.,  
a Nebraska corporation,

Donay Kalkowski  
Witness

By: Thomas E. White  
Thomas E. White  
President of Development

Donay Kalkowski  
Witness

By: John C. Brager L. Bruce Wright  
~~President of Construction~~ Vice President

NORTH HILLS LTD PARTNERSHIP,  
a Nebraska limited partnership

By: SOUTHVIEW, INC.,  
a Nebraska corporation,

Barbara J. Fisher  
Witness

Gerald L. Schleich  
Gerald L. Schleich

By: RIDGE DEVELOPMENT CO.,  
a Nebraska corporation,

Donay Kalkowski  
Witness

Thomas E. White  
Thomas E. White  
President of Development

Donay Kalkowski  
Witness

John C. Brager L. Bruce Wright  
~~President of Construction~~ Vice President

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Paul A. Malzer  
City Clerk

Don Wasely  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

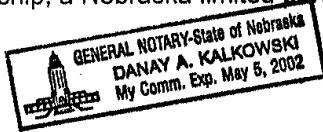
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2000, by Gerald L. Schleich, as President of Southview Inc., a Nebraska corporation, and as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Barbara J. Fisher  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

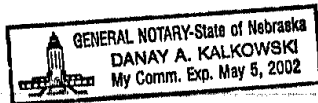
The foregoing instrument was acknowledged before me this 10 day of February, 2000, by Thomas E. White, as President of Development, Ridge Development Co., a Nebraska corporation and as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

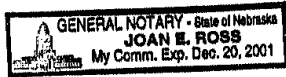
The foregoing instrument was acknowledged before me this 10 day of February, 2000, by ~~John C. Drager~~, as ~~Vice President of Construction~~, Ridge Development Co., a Nebraska corporation, and as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



L. Bruce Wright  
Danay Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



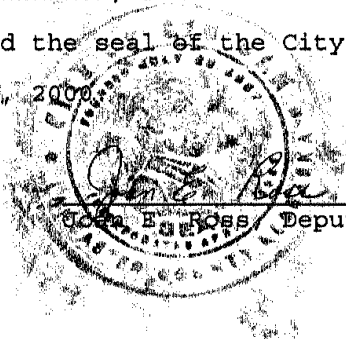
Joan E. Ross  
Notary Public

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 **North Hills Addition** as passed and approved by the Lincoln City-Lancaster County Planning Commission on February 9, 2000, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 3rd day of March, 2000.



*Joan E. Ross*  
Joan E. Ross Deputy City Clerk

*Ret to City Clerk*