

*Dan J. Galt*

REGISTER OF DEEDS

2000 JUN 30 P 2:55

LANCASTER COUNTY, NE

#75.50

INST. NO 2000

027976

BLOCK  
NO  
CODE  
NORTH HILLS  
CHECKED  
ENTERED

X

RESOLUTION NO. PC- 00607

1 A RESOLUTION accepting and approving the plat designated as NORTH  
2 HILLS 1ST 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, Southview, Inc., a Nebraska corporation; Ridge  
7 Development Company, a Nebraska corporation; and North Hills Limited  
8 Partnership, a Nebraska limited partnership, owners of a tract of land legally described  
9 as:

10 Outlot "A" of North Hills Addition, located in Section 1,  
11 Township 10 North, Range 6 East of the 6th P.M., City of  
12 Lincoln, Lancaster County, Nebraska, and more particularly  
13 described as follows:

14 Beginning at the North Quarter corner of said Section 1, said  
15 point also being a northeast corner of said Outlot "A"; thence  
16 on an assumed bearing of south 00 degrees 02 minutes 19  
17 seconds east along an east line of said Outlot "A", a distance  
18 of 1259.83 feet to a point of deflection; thence south 05  
19 degrees 18 minutes 18 seconds east along an east line of said  
20 Outlot "A", a distance of 27.54 feet to a point of deflection;  
21 thence south 16 degrees 06 minutes 06 seconds east along a  
22 northeasterly line of said Outlot "A", a distance of 140.41 feet  
23 to a point of deflection; thence south 02 degrees 43 minutes  
24 21 seconds east along an east line of said Outlot "A", a  
25 distance of 102.30 feet to a point of deflection; thence south 00  
26 degrees 42 minutes 01 seconds west along an east line of said  
27 Outlot "A", a distance of 57.98 feet to a point of deflection;  
28 thence south 01 degrees 32 minutes 25 seconds west along  
29 an east line of said Outlot "A", a distance of 19.97 feet to a  
30 southeast corner of said Outlot "A"; thence north 88 degrees  
31 27 minutes 35 seconds west along a south line of said Outlot  
32 "A", a distance of 120.85 feet to a southwest corner of said  
33 Outlot "A"; thence north 01 degrees 32 minutes 25 seconds

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

east along a west line of said Outlot "A", a distance of 30.00 feet to a point of deflection; thence north 88 degrees 27 minutes 35 seconds west along a south line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 10.00 feet to a southeast corner of said Outlot "A"; thence north 88 degrees 27 minutes 35 seconds west along a south line of said Outlot "A", a distance of 350.00 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 120.00 feet to a southeast corner of said Outlot "A"; thence north 88 degrees 27 minutes 35 seconds west along a south line of said Outlot "A", a distance of 30.00 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a north line of said Outlot "A", a distance of 37.00 feet to a northeast corner of said Outlot "A"; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 130.00 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a north line of said Outlot "A", a distance of 603.00 feet to a northeast corner of said Outlot "A"; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 120.00 feet to a southeast corner of said Outlot "A"; thence north 88 degrees 27 minutes 35 seconds west along a south line of said Outlot "A", a distance of 10.00 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a north line of said Outlot "A", a distance of 69.42 feet to a northeast corner of said Outlot "A"; thence south 01 degrees 32 minutes 25 seconds west along an east line of said Outlot "A", a distance of 110.00 feet to a southeast corner of said Outlot "A"; thence north 88 degrees 27 minutes 35 seconds west along a south line of said Outlot "A", a distance of 36.93 feet to a point of deflection; thence south 17 degrees 16 minutes 05 seconds west along a southeasterly line of said Outlot "A", a distance of 131.71 feet to a point of deflection; thence south 07 degrees 32 minutes 35 seconds west along a southeasterly line of said Outlot "A", a distance of 38.14 feet to a point of deflection; thence south 55 degrees 06 minutes 13 seconds west along a southeasterly line of said Outlot "A", a distance of 71.19 feet to a point of deflection;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

thence south 63 degrees 42 minutes 35 seconds west along a southeasterly line of said Outlot "A", a distance of 156.98 feet to a point of deflection; thence north 26 degrees 27 minutes 17 seconds west along a southwesterly line of said Outlot "A", a distance of 10.00 feet to a point of deflection; thence south 63 degrees 44 minutes 51 seconds west along a southeasterly line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence south 26 degrees 27 minutes 17 seconds east along a northeasterly line of said Outlot "A", a distance of 44.23 feet to a point of curvature; thence along a curve in a counter-clockwise direction, having a radius of 530.00 feet, an arc length of 29.30 feet along a northeasterly line of said Outlot "A", a delta angle of 03 degrees 10 minutes 02 seconds, a chord bearing of south 28 degrees 02 minutes 18 seconds east, and a chord length of 29.29 feet to a point of deflection; thence south 60 degrees 22 minutes 41 seconds west along a southeasterly line of said Outlot "A", a distance of 110.00 feet to a point of deflection; thence south 32 degrees 57 minutes 25 seconds east along a northeasterly line of said Outlot "A", a distance of 75.08 feet to a point of deflection; thence south 23 degrees 53 minutes 27 seconds east along a northeasterly line of said Outlot "A", a distance of 114.28 feet to a point of deflection; thence south 10 degrees 47 minutes 31 seconds west along a southeasterly line of said Outlot "A", a distance of 151.94 feet to a southeast corner of said Outlot "A"; thence north 88 degrees 27 minutes 35 seconds west along a south line of said Outlot "A", a distance of 1823.19 feet to a point of deflection; thence south 00 degrees 08 minutes 22 seconds west along an east line of said Outlot "A", a distance of 54.82 feet to a southeast corner of said Outlot "A"; thence north 88 degrees 28 minutes 04 seconds west along a south line of said Outlot "A", a distance of 580.05 feet to a southwest corner of said Outlot "A"; thence north 00 degrees 00 minutes 28 seconds east along a west line of said Outlot "A", a distance of 383.23 feet to a point of deflection, said point also being on the south line of the Northwest Quarter of said Section 1; thence north 00 degrees 08 minutes 44 seconds west along a west line of said Outlot "A", a distance of 395.66 feet to a northwest corner of said Outlot "A"; thence south 89 degrees 57 minutes 14 seconds east along a north line of said Outlot "A", a distance of 383.00 feet to a point of deflection; thence north 00 degrees 10 minutes 08 seconds west along a west line of said Outlot "A", a distance of 948.72 feet to a point of deflection; thence north 87 degrees 48 minutes 35 seconds west along a south line of said Outlot "A", a distance of 109.58

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
  
16  
  
17  
  
18  
  
19  
  
20  
  
21  
  
22  
  
23  
  
24  
  
25  
  
26  
  
27  
  
28  
  
29  
  
30

feet to a southwest corner of said Outlot "A"; thence north 00 degrees 08 minutes 46 seconds west along a west line of said Outlot "A", a distance of 182.00 feet to a point of deflection; thence north 87 degrees 48 minutes 35 seconds west along a south line of said Outlot "A", a distance of 272.53 feet to a southwest corner of said Outlot "A"; thence north 09 degrees 44 minutes 54 seconds east along a northwesterly line of said Outlot "A", a distance of 407.03 feet to a point of deflection; thence north 53 degrees 25 minutes 21 seconds east along a northwest line of said Outlot "A", a distance of 979.30 feet to a point of deflection; thence south 89 degrees 48 minutes 58 seconds east along a north line of said Outlot "A", a distance of 1723.22 feet to the true point of beginning; said tract contains a calculated area of 151.78 acres or 6,611,702.32 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 1ST 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 1ST 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 within this plat. The planting shall be completed within four years  
9 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 complete the private improvements shown on the preliminary  
9 plat.

10 f. To maintain the street trees, outlots, and private improvements,  
11 including the medians in the cul-de-sacs, on a permanent and continuous basis. However,  
12 the owners may be relieved and discharged of this maintenance obligation upon creating  
13 in writing a permanent and continuous association of property owners who would be  
14 responsible for said permanent and continuous maintenance. The owners shall not be  
15 relieved of such maintenance obligation until the document or documents creating said  
16 property owners association have been reviewed and approved by the City Attorney and  
17 filed of record with the Register of Deeds.

18 g. To comply with the provisions of the Land Subdivision  
19 Ordinance regarding land preparation.

20 h. 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 \$199,000.00 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 \$58,500.00 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 \$77,800.00 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 \$77,000.00 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 \$24,000.00 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 \$17,800.00 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 \$18,260.00 conditioned upon the strict compliance by said owners with the  
21     conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

22          h.     A bond or an approved escrow or security agreement in the  
23     sum of \$805.00 conditioned upon the strict compliance by said owners with the conditions  
24     contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.



1 i. A bond or an approved escrow or security agreement in the  
2 sum of \$4,350.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

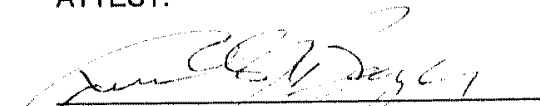
4 The bonds required above shall be subject to approval by the City Attorney.  
5 In the event that said owners or their surety shall fail to satisfy the conditions herein set  
6 forth within the time specified in this resolution, the City may cause the required work to be  
7 performed and recover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

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

13 The foregoing Resolution was approved by the Lincoln City - Lancaster  
14 County Planning Commission on this 14 day of June, 2000.

15 Dated this 14 day of June, 2000.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
Chief Assistant City Attorney

## A G R E E M E N T

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 1ST 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 1ST 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 complete the private improvements shown on the preliminary plat.

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

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

8. The Subdivider agrees to maintain the street trees, outlots, and private improvements, including the medians in the cul-de-sacs, 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.

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

Dated this 8<sup>th</sup> day of June, 2000.

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

*Arday Kalkorosti*  
Witness

By: *Gerald L. Schleich*  
Gerald L. Schleich, President

**RIDGE DEVELOPMENT CO.,**  
a Nebraska corporation,

*Danay Kalkowski*  
Witness

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

*Danay Kalkowski*  
Witness

By: *John C. Brager*  
John C. Brager  
President of Construction

**NORTH HILLS LTD PARTNERSHIP,**  
a Nebraska limited partnership

*Danay Kalkowski*  
Witness

By: SOUTHVIEW, INC.,  
a Nebraska corporation,  
General Partner

*Gerald L. Schleich*  
Gerald L. Schleich, President

By: RIDGE DEVELOPMENT CO.,  
a Nebraska corporation,  
General Partner

*Danay Kalkowski*  
Witness

*Thomas E. White*  
Thomas E. White  
President of Development

By: RIDGE DEVELOPMENT CO.,  
a Nebraska corporation,  
General Partner

*Danay Kalkowski*  
Witness

*John C. Brager*  
John C. Brager  
President of Construction

ATTEST:

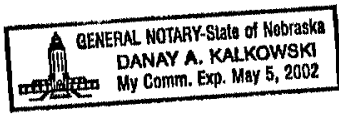
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Paul D. Mahan  
City Clerk

Don Wexley  
Mayor

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

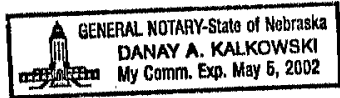
The foregoing instrument was acknowledged before me this 8th day of June, 2000, by Gerald L. Schleich, as President of Southview Inc., a Nebraska corporation, and as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

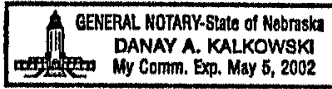
The foregoing instrument was acknowledged before me this 8th day of June, 2000, by Thomas E. White, as President of Development, Ridge Development Co., a Nebraska corporation and as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

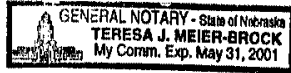
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2000, by John C. Brager, as President of Construction, Ridge Development Co., a Nebraska corporation, and as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



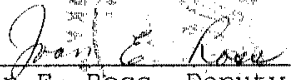
Teresa J. Meier-Brock  
Notary Public

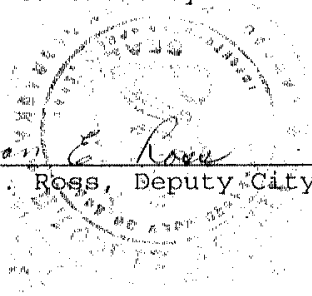
C E R T I F I C A T E

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 1st Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on June 14, 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 26th day of June, 2000.

  
\_\_\_\_\_  
Joan E. Ross, Deputy City Clerk



*Ret to City Clerk*