

75.50

Dan Jolte

REGISTERED CLERK

001 APR 13 A 10:55

LANCASTER COUNTY, NE

REG. LA 2001

018089

BLOCK
NO
CODE
NORTH HILLS
CHECKED
ENTERED
X

RESOLUTION NO. PC- 00664

1 A RESOLUTION accepting and approving the plat designated as **NORTH**
2 **HILLS 2ND 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, **North Hills Limited Partnership, a Nebraska limited**
7 **partnership**, owner of a tract of land legally described as:

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

12 Commencing from the northeast corner of said Outlot "A", said
13 point being the true point of beginning; thence on an assumed
14 bearing of south 00 degrees 02 minutes 19 seconds east along
15 an easterly line of said Outlot "A", a distance of 1259.83 feet
16 to a point of deflection; thence south 05 degrees 18 minutes
17 18 seconds east along an easterly line of said Outlot "A", a
18 distance of 27.54 feet to a point of deflection; thence south 16
19 degrees 06 minutes 06 seconds east along an easterly line of
20 said Outlot "A", a distance of 140.41 feet to a point of
21 deflection; thence south 02 degrees 43 minutes 21 seconds
22 east along an easterly line of said Outlot "A", a distance of
23 102.30 feet to a point of deflection; thence south 00 degrees
24 42 minutes 01 seconds west along an easterly line of said
25 Outlot "A", a distance of 57.98 feet to a point of deflection;
26 thence south 01 degrees 32 minutes 25 seconds west along
27 an easterly line of said Outlot "A", a distance of 19.97 feet to
28 a point of deflection; thence north 88 degrees 27 minutes 35
29 seconds west along a southerly line of said Outlot "A", a
30 distance of 120.85 feet to a point of deflection; thence north 01
31 degrees 32 minutes 25 seconds east along a westerly line of
32 said Outlot "A", a distance of 30.00 feet to a point of deflection;
33 thence north 88 degrees 27 minutes 35 seconds west along a
34 southerly line of said Outlot "A", a distance of 60.00 feet to a
35 point of deflection; thence south 01 degrees 32 minutes 25

City Clerk
Teresa

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

seconds west along an easterly line of said Outlot "A", a distance of 10.00 feet to a point of deflection; thence north 88 degrees 27 minutes 35 seconds west along a southerly line of said Outlot "A", a distance of 695.00 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an easterly line of said Outlot "A", a distance of 35.00 feet to a point of deflection; thence north 88 degrees 27 minutes 35 seconds west along a southerly line of said Outlot "A", a distance of 105.00 feet to a point of deflection; thence north 01 degrees 32 minutes 25 seconds east along a westerly line of said Outlot "A", a distance of 50.70 feet to a point of deflection; thence north 88 degrees 30 minutes 01 seconds west along a southerly 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 easterly line of said Outlot "A", a distance of 10.00 feet to a point of deflection; thence north 88 degrees 30 minutes 01 seconds west along a southerly line of said Outlot "A", a distance of 79.00 feet to a point of deflection; thence north 81 degrees 58 minutes 50 seconds west along a southerly line of said Outlot "A", a distance of 59.38 feet to a point of deflection; thence north 79 degrees 27 minutes 35 seconds west along a southerly line of said Outlot "A", a distance of 59.59 feet to a point of deflection; thence north 78 degrees 19 minutes 53 seconds west along a southerly line of said Outlot "A", a distance of 130.00 feet to a point of deflection; thence south 11 degrees 40 minutes 07 seconds west along an easterly line of said Outlot "A", a distance of 120.00 feet to a point of deflection; thence north 78 degrees 19 minutes 53 seconds west along a southerly line of said Outlot "A", a distance of 30.00 feet to a point of deflection; thence south 11 degrees 40 minutes 07 seconds west along an easterly line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence south 78 degrees 19 minutes 53 seconds east along a northeasterly line of said Outlot "A", a distance of 51.55 feet to a point of deflection; thence south 30 degrees 41 minutes 44 seconds west along a southeasterly line of said Outlot "A", a distance of 140.98 feet to a point of deflection; thence south 40 degrees 42 minutes 28 seconds west along a southeasterly line of said Outlot "A", a distance of 88.53 feet to a point of deflection; thence north 40 degrees 14 minutes 58 seconds west along a southwesterly line of said Outlot "A", a distance of 120.00 feet to a point of deflection; thence along a curve in a clockwise direction, having a radius of 280.00 feet, arc length of 17.25 feet, delta angle of 03 degrees 31 minutes 47 seconds, a chord bearing of south 49

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

degrees 57 minutes 39 seconds west and a chord length of 17.25 feet to a point of reverse curvature; thence along a curve in a counterclockwise direction, having a radius of 370.00 feet, arch length of 12.76 feet, delta angle of 01 degrees 58 minutes 31 seconds, a chord bearing of south 50 degrees 44 minutes 18 seconds west, and a chord length of 12.75 feet to a point; thence south 40 degrees 14 minutes 58 seconds east along a northeasterly line of said Outlot "A", a distance of 120.00 feet to a point of deflection; thence south 43 degrees 13 minutes 09 seconds west along an easterly line of said Outlot "A", a distance of 50.62 feet to a point of deflection; thence south 32 degrees 41 minutes 19 seconds west along an easterly line of said Outlot "A", a distance of 47.18 feet to a point of deflection; thence south 21 degrees 49 minutes 04 seconds west along an easterly line of said Outlot "A", a distance of 47.18 feet to a point of deflection; thence south 11 degrees 47 minutes 05 seconds west along an easterly line of said Outlot "A", a distance of 47.24 feet to a point of deflection; thence south 01 degrees 54 minutes 29 seconds west along an easterly line of said Outlot "A", a distance of 59.72 feet to a point of deflection; thence south 03 degrees 32 minutes 22 seconds east along an easterly line of said Outlot "A", a distance of 41.83 feet to a point of deflection; thence south 13 degrees 09 minutes 53 seconds east along an easterly line of said Outlot "A", a distance of 69.69 feet to a point of deflection; thence south 13 degrees 10 minutes 09 seconds east along an easterly line of said Outlot "A", a distance of 210.00 feet to a point of deflection; thence south 11 degrees 49 minutes 24 seconds east along an easterly line of said Outlot "A", a distance of 76.92 feet to a point of deflection; thence south 06 degrees 00 minutes 56 seconds east along an easterly line of said Outlot "A", a distance of 82.94 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a northerly line of said Outlot "A", a distance of 312.21 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an easterly line of said Outlot "A", a distance of 110.00 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a northerly line of said Outlot "A", a distance of 20.00 feet to a point of deflection; thence north 01 degrees 32 minutes 25 seconds east along a westerly line of said Outlot "A", a distance of 110.00 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a northerly line of said Outlot "A", a distance of 428.97 feet to a point of deflection; thence south 01 degrees 32 minutes 25 seconds west along an easterly line of

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

said Outlot "A", a distance of 53.26 feet to a point of deflection; thence south 88 degrees 27 minutes 35 seconds east along a northerly line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence north 01 degrees 32 minutes 25 seconds east along a westerly line of said Outlot "A", a distance of 29.26 feet to a point of deflection; thence south 88 degrees 51 minutes 58 seconds east along a northerly line of said Outlot "A", a distance of 112.11 feet to a point of deflection; thence north 00 degrees 05 minutes 20 seconds west along a westerly line of said Outlot "A", a distance of 34.22 feet to a point of deflection; thence north 79 degrees 39 minutes 59 seconds east along a northerly line of said Outlot "A", a distance of 135.40 feet to a point of deflection; thence north 76 degrees 18 minutes 29 seconds east along a northerly line of said Outlot "A", a distance of 103.82 feet to a point of deflection; thence north 71 degrees 28 minutes 22 seconds east along a northerly line of said Outlot "A", a distance of 49.64 feet to a point of deflection; thence south 32 degrees 52 minutes 21 seconds east along an easterly line of said Outlot "A", a distance of 69.88 feet to a point of deflection; thence south 32 degrees 55 minutes 24 seconds east along an easterly line of said Outlot "A", a distance of 75.06 feet to a point of deflection; thence south 23 degrees 58 minutes 40 seconds east along an easterly line of said Outlot "A", a distance of 114.35 feet to a point of deflection; thence south 10 degrees 25 minutes 52 seconds west along an easterly line of said Outlot "A", a distance of 151.14 feet to a point of deflection; thence north 88 degrees 27 minutes 15 seconds west along a southerly line of said Outlot "A", a distance of 1824.33 feet to a point of deflection; thence south 00 degrees 54 minutes 35 seconds east along an easterly line of said Outlot "A", a distance of 56.15 feet to a point of deflection; thence north 88 degrees 28 minutes 04 seconds west along a southerly line of said Outlot "A", a distance of 580.05 feet to a point of deflection; thence north 00 degrees 00 minutes 28 seconds east along a westerly line of said Outlot "A", a distance of 383.24 feet to a point of said deflection; thence north 00 degrees 08 minutes 46 seconds west along a westerly line of said Outlot "A", a distance of 395.65 feet to a point of deflection; thence south 89 degrees 57 minutes 14 seconds east along a northerly 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 westerly line of said Outlot "A", a distance of 948.72 feet to a point of deflection; thence north 87 degrees 48 minutes 35 seconds

1 west along a southerly line of said Outlot "A", a distance of
2 109.58 feet to a point of deflection; thence north 00 degrees 08
3 minutes 46 seconds west along a westerly line of said Outlot
4 "A", a distance of 182.00 feet to a point of deflection; thence
5 north 87 degrees 48 minutes 35 seconds west along a
6 southerly line of said Outlot "A", a distance of 272.53 feet to a
7 point of deflection; thence north 09 degrees 44 minutes 54
8 seconds east along a westerly line of said Outlot "A", a
9 distance of 407.03 feet to a point of deflection; thence north 53
10 degrees 25 minutes 21 seconds east along a northwesterly
11 line of said Outlot "A", a distance of 979.30 feet to a point of
12 deflection; thence south 89 degrees 48 minutes 58 seconds
13 east along the northerly line of said Outlot "A", a distance of
14 1723.22 feet to the true point of beginning; and containing
15 118.94 acres, or 5,180,906.93 square feet more or less;

16
17 has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,
18 with a request for approval and acceptance thereof; and

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

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

23 1. That the plat of **NORTH HILLS 2ND ADDITION** as an addition to the City
24 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **North**
25 **Hills Limited Partnership, a Nebraska limited partnership**, as owner, is hereby
26 accepted and approved, and said owner is given the right to plat said **NORTH HILLS 2ND**
27 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
28 approval are conditioned upon the following:

29 First: That said owner shall at its own cost and expense pay for all
30 labor, material, engineering, and inspection costs in connection with the construction of
31 street improvements, including the grading, paving, and installation of curb and gutter, curb

1 inlets, and storm drain laterals for all streets as shown on the approved final plat. The
2 construction shall be completed within two years following Planning Commission approval
3 of this final plat.

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

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

13 Fourth: That said owner shall at its own cost and expense pay for all
14 labor, material, engineering, and inspection costs in connection with the construction of a
15 public wastewater collection system as shown on the approved preliminary plat. The
16 construction shall be completed within two years following Planning Commission approval
17 of this final plat.

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

22 Sixth: That said owner shall at its own cost and expense pay for all
23 labor, material, engineering, and inspection costs in connection with the installation of an

1 ornamental street lighting system as required by the preliminary plat for all streets shown
2 on this final plat. The construction shall be completed within two years following Planning
3 Commission approval of this final plat.

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

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

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

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

21 The owner, its successors and assigns agree:

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

1 b. To protect the remaining trees on the site during construction
2 and development.

3 c. To pay all improvement costs.

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

6 e. To complete the private improvements shown on the preliminary
7 plat.

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

15 g. To relinquish the right of direct vehicular access to North 14th
16 Street from Outlot "A".

17 h. To comply with the provisions of the Land Subdivision
18 Ordinance regarding land preparation.

19 i. To complete the permanent lot and block staking before
20 construction on or conveyance of any lot shown on this final plat.

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

1 a. A bond or an approved escrow or security agreement in the
2 sum of \$154,800.00 conditioned upon the strict compliance by said owner 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 \$40,915.00 conditioned upon the strict compliance by said owner 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 \$48,600.00 conditioned upon the strict compliance by said owner 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 \$57,300.00 conditioned upon the strict compliance by said owner 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 \$17,000.00 conditioned upon the strict compliance by said owner 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 \$12,000.00 conditioned upon the strict compliance by said owner 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 \$11,220.00 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

1 h. A bond or an approved escrow or security agreement in the
2 sum of \$345.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

4 i. A bond or an approved escrow or security agreement in the
5 sum of \$3,075.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

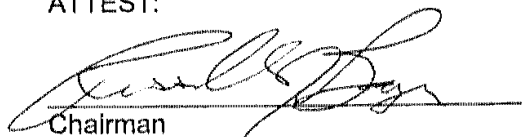
7 The bonds required above shall be subject to approval by the City Attorney.
8 In the event that said owner or their surety shall fail to satisfy the conditions herein set forth
9 within the time specified in this resolution, the City may cause the required work to be
10 performed and recover the cost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

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

15 The foregoing Resolution was approved by the Lincoln City - Lancaster
16 County Planning Commission on this 21st day of March, 2001.

17 Dated this 21st day of March, 2001.

ATTEST:


Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

AGREEMENT

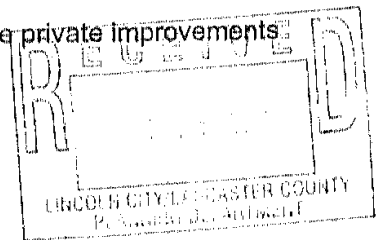
THIS AGREEMENT is made and entered into by and between **North Hills Limited Partnership, a Nebraska limited partnership**, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **NORTH HILLS 2ND 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 2ND 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.

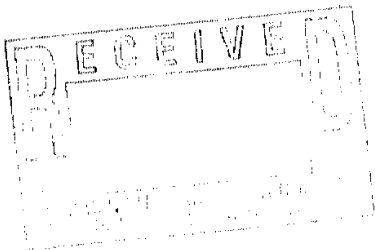
7. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

8. The Subdivider agrees to maintain the 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.

9. The Subdivider agrees to relinquish the right of direct vehicular access to North 14th Street from Outlot "A".

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

Dated this 15th day of March, 2001.



NORTH HILLS LTD PARTNERSHIP,
a Nebraska limited partnership

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

Barbara J. Fisher
Witness

Gerald L. Schleich
Gerald L. Schleich, President

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

Barbara J. Fisher
Witness

Thomas E. White
Thomas E. White
President of Development

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

Barbara J. Fisher
Witness

John C. Brager
John C. Brager
President of Construction

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Teresa J. Meier Brock, Deputy
City Clerk

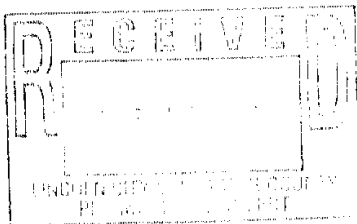
Don Wasely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14th day of March, 2001, by Gerald L. Schleich, as President of Southview Inc., a Nebraska corporation, 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 15th day of March, 2001, by Thomas E. White, as President of Development, Ridge Development Co., a Nebraska corporation, 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 15th day of March, 2001, by John C. Brager, as President of Construction, Ridge Development Co., a Nebraska corporation, as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



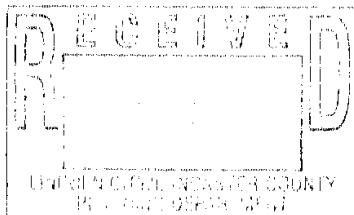
Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of April, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

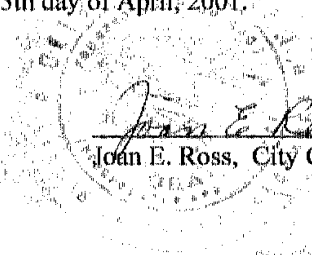


CERTIFICATE

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss:
)
CITY OF LINCOLN)

I, Joan E. Ross, 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 2nd Addition and the Agreement as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held this 21st day of March, 2001, as the original appears of record in my said office and is now in my charge remaining as City Clerk aforesaid.

In Witness Whereof, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 13th day of April, 2001.


Joan E. Ross

Joan E. Ross, City Clerk

certify.jer

Ret to City Clerk