

5898

RESOLUTION NO. PC- 00130

1 A RESOLUTION accepting and approving the plat designated as PINE
2 LAKE HEIGHTS 1ST ADDITION as an addition to the City of Lincoln, filed in the
3 office of the Planning Department of the City of Lincoln, Nebraska, upon
4 certain conditions herein specified and providing for sureties conditioned
5 upon the strict compliance with such conditions.

6 WHEREAS, Lancaster County School District 001, Ridge Development
7 Company, a Nebraska corporation, Southview, Inc. a Nebraska corporation, and
8 Pine Lake Heights Limited Partnership, owners of a tract of land legally
9 described as:

10 A Subdivision composed of Lot 14 I.T., Lot 15 I.T.,
11 Lot 17 I.T. and Outlot "B", Pine Lake Heights Addition
12 in the East Half of section 19, Township 9 North,
13 Range 7 East of the 6th P.M., City of Lincoln,
14 Lancaster County, Nebraska, and more particularly
15 described as follows:

16 Commencing from the most northeast corner of said
17 Outlot "A" Pine Lake Heights Addition said point also
18 being the most northwest corner of said Lot 17, I.T.,
19 said point being on the south right-of-way line of
20 Pine Lake Road, said point being the true point of
21 beginning, thence south 89 degrees 31 minutes 41
22 seconds east along the north line of said Lot 17 I.T.,
23 a distance of 628.03 feet to the most northeast corner
24 of Lot 17 I.T., said point also being the northwest
25 corner of Lot 12 I.T., thence south 0 degrees 28
26 minutes 19 seconds west along the east line of said
27 Lot 17 I.T., a distance of 600.00 feet to the
28 southwest corner of Lot 12 I.T., thence south 89
29 degrees 31 minutes 41 seconds east along the south
30 line of said Lot 12 I.T., a distance of 795.94 feet to
31 the southeast corner of Lot 12 I.T., said point being
32 on the west right-of-way line of South 40th Street,
33 thence south 1 degree 03 minutes 01 seconds west
34 along the east line of said Lot 17 I.T., a distance of
35 384.81 feet to a point on the west right-of-way line
36 of South 40th Street, thence south 0 degrees 0 minutes
37 0 seconds east along the east line of said Lot 17 I.T.
38 a distance of 1393.16 feet to the southeast corner of
39 said Lot 17 I.T., said point also being the northeast
40 corner of Lot 15 I.T., said point being on the west
41 right-of-way line of South 40th Street, thence south 0
42 degrees 00 minutes 02 seconds east along the east line

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of said Lot 15 I.T., a distance of 213.01 feet to a point, said point being on the west right-of-way line of South 40th Street, thence south 0 degrees 04 minutes 50 seconds west along the east line of said Lot 15 I.T., a distance of 694.22 feet to a point, said point being on the west right-of-way line of South 40th Street, thence south 0 degrees 46 minutes 42 seconds east along the east line of said Lot 15 I.T., a distance of 120.80 feet to the southeast corner of Lot 15 I.T., said point also being the northeast corner of Lot 16 I.T., said point being on the west right-of-way line of South 40th Street, thence north 89 degrees 36 minutes 14 seconds west along the south line of said Lot 15 I.T., and Lot 14 I.T. a distance of 2578.67 feet to the southwest corner of said Lot 15 I.T., said point being on the west line of the east Half of said Section 19 Township 9 North, Range 7 East of the 6th P.M., thence north 0 degrees, 02 minutes 43 seconds west along the west line of said Lots 15 I.T., Lot 17 I.T. and Outlot "B" a distance of 3084.59 feet to a point on the west line of said Outlot "B" said line also being the west line of said East Half of Section 19, Township 9 North, Range 7 East of the 6th P.M., thence north 89 degrees 57 minutes 17 seconds east, a distance of 110.00 feet to a point, thence south 0 degrees 02 minutes 43 seconds east, a distance of 30.00 feet to a point, thence north 89 degrees 57 minutes 17 seconds east, a distance of 60.00 feet to a point, thence north 0 degrees 02 minutes 43 seconds west, a distance of 32.21 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 0 degrees 31 minutes 02 seconds, an arc distance of 1.08 feet, a radius of 120.00 feet, and a chord of north 0 degrees 12 minutes 48 seconds east, a distance of 1.08 feet to a point, thence south 89 degrees 31 minutes 41 seconds east, a distance of 320.68 feet to a point, thence south 68 degrees 06 minutes 45 seconds east, a distance of 87.96 feet to a point, thence south 29 degrees 57 minutes 14 seconds east, a distance of 212.07 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance of 123.40 feet to a point, thence south 39 degrees 26 minutes 49 seconds west, a distance of 30.00 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance 60.00 feet to a point, thence north 39 degrees 26 minutes 49 seconds east, a distance of 36.11 feet to a point, thence south 50 degrees 33 minutes 11 seconds east a distance of 139.00 feet to a point, thence north 39 degrees 26 minutes 49 seconds east, a distance of 94.85 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance of 70.00 feet to a point, thence south 39 degrees 26 minutes 49 seconds west, a distance of

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94.85 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance of 110.00 feet to a point, thence south 39 degrees 26 minutes 49 seconds west, a distance of 37.03 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance of 60.00 feet to a point, thence north 39 degrees 26 minutes 49 seconds east, a distance of 30.00 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance of 110.00 feet to a point, thence south 39 degrees 26 minutes 49 seconds west, a distance of 108.69 feet to a point, thence south 50 degrees 33 minutes 11 seconds east, a distance of 69.13 feet to a point, thence south 7 degrees 13 minutes 12 seconds west, a distance of 222.00 feet to a point, thence south 82 degrees 46 minutes 48 seconds east, a distance of 110.00 feet to a point, thence south 7 degrees 13 minutes 12 seconds west, a distance of 30.00 feet to a point, thence north 89 degrees 57 minutes 17 seconds east, a distance of 60.49 feet to a point, thence north 7 degrees 13 minutes 12 seconds east, a distance of 45.37 feet to a point, thence south 82 degrees 46 minutes 48 seconds east a distance of 110.00 feet to a point, thence north 7 degrees 13 minutes 12 seconds east, a distance of 85.00 feet to a point, thence south 82 degrees 46 minutes 48 seconds east, a distance of 30.00 feet to a point, thence north 7 degrees 13 minutes 12 seconds east, a distance of 60.00 feet to a point, thence north 82 degrees 46 minutes 48 seconds west, a distance of 30.00 feet to a point, thence north 7 degrees 13 minutes 12 seconds east, a distance of 246.74 feet to a point, thence north 34 degrees 25 minutes 17 seconds west, a distance of 90.09 feet to a point, thence north 59 degrees 35 minutes 19 seconds east, a distance of 37.60 feet to a point, thence north 30 degrees 24 minutes 41 seconds west, a distance of 66.00 feet to a point, thence north 59 degrees 35 minutes 19 seconds east, a distance of 184.14 feet to a point, thence north 35 degrees 59 minutes 38 seconds west, a distance of 31.93 feet to a point, thence north 89 degrees 31 minutes 41 seconds west, a distance of 187.24 feet to a point, thence north 49 degrees 28 minutes 16 seconds west, a distance of 99.97 feet to a point, thence north 8 degrees 01 minutes 03 seconds west, a distance of 95.81 feet to a point, thence north 0 degrees 28 minutes 19 seconds east, a distance of 148.95 feet to a point, thence north 89 degrees 31 minutes 41 seconds west, a distance of 41.00 feet to a point, thence north 42 degrees 40 minutes 36 seconds west, a distance of 108.80 feet to a point, thence north 9 degrees 16 minutes 08 seconds west, a distance of 88.51 feet to a point, thence north 0 degrees 28 minutes 19 seconds east, a distance of 183.38 feet to

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1 the point of beginning, said tract contains a
2 calculated area of 171.71 acres more or less;

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

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

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

9 1. That the plat of **Pine Lake Heights 1st Addition** as an addition
10 to the City of Lincoln, Nebraska, filed in the office of the Planning Depart-
11 ment of said City by **Lancaster County School District 001, Ridge Development**
12 **Company, a Nebraska corporation, Southview, Inc., a Nebraska corporation, and**
13 **Pine Lake Heights Limited Partnership** as owners is hereby accepted and
14 approved, and said owners are given the right to plat said **Pine Lake Heights**
15 **1st Addition** as an addition to said City in accordance therewith. Such
16 acceptance and approval are conditioned upon the following:

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

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

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

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

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

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

22 Seventh: That said owners shall at their own cost and expense pay
23 for all labor, material, and related costs in connection with the installation
24 of street trees as shown on landscape plan. The planting shall be completed
25 within four years following Planning Commission approval of this final plat.

26 Eighth: That said owners shall at their own cost and expense pay
27 for all labor, material, engineering, and inspection costs in connection with

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1 the removal of the temporary turnarounds. The temporary turnaround(s) shall
2 be removed at the time the street is extended beyond the temporary turnaround.

3 Ninth: That said owners shall at their own cost and expense pay
4 for all labor, material, and related costs in connection with the installation
5 of street name signs as approved by the Department of Transportation. This
6 installation shall be completed within two years following Planning Commission
7 approval of this final plat.

8 Tenth: That said owners shall at their own cost and expense pay
9 for all labor, material, engineering, and inspection costs in connection with
10 the placing of permanent lot stakes at all corners of all lots and blocks of
11 this final plat. The permanent lot staking shall be completed before con-
12 struction on or conveyance of any lot shown in this final plat.

13 2. That prior to adoption of this resolution, said owners shall
14 enter into a written agreement with the City which shall provide as follows:

15 The owners, their successors and assigns agree:

16 a. To submit to the Director of Public Works for review and
17 approval a plan showing proposed measures to control sedimentation and erosion
18 and the proposed method to temporarily stabilize all graded land.

19 b. To protect the remaining trees on the side during construc-
20 tion and development.

21 c. To pay all improvement costs, except that the City agrees to
22 contribute \$9,995 for the larger water main in South 36th Street in accordance
23 with § 26.11.095 of the L.M.C.

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

26 e. To continuously and regularly maintain the street trees.

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1 f. To complete the private improvements shown on the prelimi-
2 nary plat and community unit plan.

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

11 h. To perpetually maintain the sidewalks in the pedestrian way
12 easements at their own cost and expense.

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

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

17 a. A bond or an approved escrow or security agreement in
18 the sum of \$107,000.00 conditioned upon the strict compliance by said owners
19 with the conditions contained in paragraph designated "First" of Paragraph 1
20 of this resolution.

21 b. A bond or an approved escrow or security agreement in
22 the sum of \$24,000.00 conditioned upon the strict compliance by said owners
23 with the conditions contained in paragraph designated "Second" of Paragraph 1
24 of this resolution.

25 c. A bond or an approved escrow or security agreement in
26 the sum of \$34,000.00 conditioned upon the strict compliance by said owners

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1 with the conditions contained in paragraph designated "Third" of Paragraph 1
2 of this resolution.

3 d. A bond or an approved escrow or security agreement in
4 the sum of \$39,000.00 conditioned upon the strict compliance by said owners
5 with the conditions contained in paragraph designated "Fourth" of Paragraph 1
6 of this resolution.

7 e. A bond or an approved escrow or security agreement in
8 the sum of \$21,000.00 conditioned upon the strict compliance by said owners
9 with the conditions contained in paragraph designated "Fifth" of Paragraph 1
10 of this resolution.

11 f. A bond or an approved escrow or security agreement in
12 the sum of \$7,000.00 conditioned upon the strict compliance by said owners
13 with the conditions contained in paragraph designated "Sixth" of Paragraph 1
14 of this resolution.

15 g. A bond or an approved escrow or security agreement in
16 the sum of \$20,400.00 conditioned upon the strict compliance by said owners
17 with the conditions contained in paragraph designated "Seventh" of Paragraph 1
18 of this resolution.

19 h. A bond or an approved escrow or security agreement in
20 the sum of \$400.00 conditioned upon the strict compliance by said owners with
21 the conditions contained in paragraph designated "Eighth" of Paragraph 1 of
22 this resolution.

23 i. A bond or an approved escrow or security agreement in
24 the sum of \$345.00 conditioned upon the strict compliance by said owners with
25 the conditions contained in paragraph designated "Ninth" of Paragraph 1 of
26 this resolution.

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1 j. A bond or an approved escrow or security agreement in
2 the sum of \$1,400.00 conditioned upon the strict compliance by said owners
3 with the conditions contained in paragraph designated "Tenth" of Paragraph 1
4 of this resolution.

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

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

15 The foregoing Resolution was approved by the Lincoln City - Lanca-
16 ster County Planning Commission on this 5th day of January,
17 1994.

18 Dated this 5th day of January, 1994.

ATTEST:

Ann Salomon Bleed
Chair

Approved as to Form & Legality:

[Signature]
City Attorney

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A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Ridge Development Company, Southview, Inc., a Nebraska corporation, and Pine Lake Heights 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 Pine Lake Heights 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 Pine Lake Heights 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 for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
2. The Subdivider agrees to protect the remaining trees on the side during construction and development.
3. The Subdivider agrees to pay all improvement costs, except that the City agrees to contribute \$9,995 for the larger water main in South 36th Street in accordance with § 26.11.095 of the L.M.C.

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4. The Subdivider agrees to submit to the lot buyers and home builders a 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 and community unit plan.

7. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the owner 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 owner 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.

8. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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

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

Dated this 12th day of January, 1994.

12.

ATTEST:

Thomas E. White
Secretary

RIDGE DEVELOPMENT CO. a Nebraska corporation

x *John C. Brager*
President - Construction

ATTEST:

x *John C. Brager*
Secretary

PINE LAKE HEIGHTS LIMITED PARTNERSHIP,

Thomas E. White
General Partner

ATTEST:

John C. Brager
Secretary

SOUTHVIEW, INC. a Nebraska corporation,

David St. Louis
President

ATTEST:

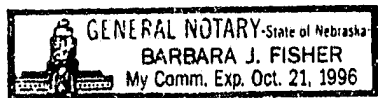
Jean E. Ross, Deputy
City Clerk

CITY OF LINCOLN, NEBRASKA, a municipal corporation

M. J. [Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of January, 1994, by John C. Brager of Ridge Development Co., a Nebraska corporation, on behalf of the corporation.

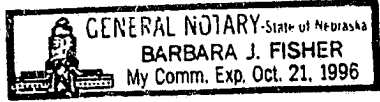


Barbara J. Fisher
Notary Public

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STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

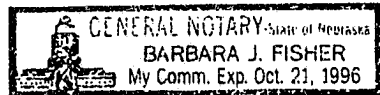
The foregoing instrument was acknowledged before me this 12th day of January, 1994, by Thomas E. White of Pine Lake Heights Limited Partnership, on behalf of the Partnership.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

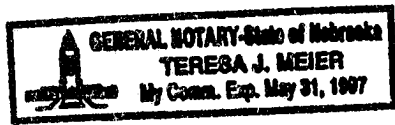
The foregoing instrument was acknowledged before me this 12th day of January, 1994, by Gerald L. Schleich of Southview, Inc., a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of February, 1994, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier
Notary Public

Approved as to Form and Legality:

William H. [Signature]
City Attorney

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C E R T I F I C A T E

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

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 RESOLUTION NO.
PC-00130 APPROVING THE PLAT OF PINE LAKE HEIGHTS 1ST
ADDITION AND THE AGREEMENT FOR SAID PLAT

as passed and approved by the Lincoln City-Lancaster County
Planning Commission on the 5TH day of JANUARY, 1994
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 2nd day of FEBRUARY, 1994

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

BLOCK
NO
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LANCASTER COUNTY, NEB
FEB 3 10 57 AM '94
INST. NO. 94-5898

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City Clerk