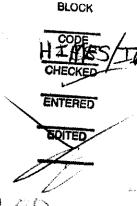
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RESOLUTION NO. PC- 00520

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A RESOLUTION accepting and approving the plat designated as **HIMARK ESTATES 1ST 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, Raymond Snyder and Jackie Snyder, husband and wife; Guy M. Lammle and Rita Lammle, husband and wife; Dru W. Lammle and Kyle S. Lammle, husband and wife, David L. Lammle and Lorie L. Lammle, husband and wife; HiMark Golf L.L.C., a Nebraska limited liability company; HiMark Development, Inc., a Nebraska corporation; and D & M Development, L.L.C., a Nebraska limited liability company; owners of a tract of land legally described as:

Lot 1 Block 5, and Outlot "G" HiMark Estates Addition, and Lot 64 I.T., all located in the South Half of Section 11, Township 9 North, Range 7 East of the 6th. P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of said Lot 1 Block 5, HiMark Estates Addition, said point being the true point of beginning; thence on an assumed bearing of north 00 degrees 07 minutes 29 seconds west, a distance of 1065.57 feet to a point, thence north 47 degrees 42 minutes 53 seconds west, a distance of 152.58 feet to a point; thence north 47 degrees 34 minutes 22 seconds west, a distance of 95.86 feet to a point, thence north 43 degrees 43 minutes 04 seconds east, a distance of 130.00 feet to a point, thence along a curve in a counter clockwise direction having a radius of 630.00 feet, arc length of 15.75 feet, delta angle of 01 degrees 25 minutes 57 seconds, a chord bearing of south 46 degrees 59 minutes 55 seconds east, and a chord length of 15.75 feet to a point of tangency; thence south 47 degrees 42 minutes 53 seconds east, a distance of 14.25 feet to a point; thence north 42 degrees 17 minutes 07 seconds east, a distance of 60.00 feet to a point; thence north 47degrees 42 minutes 53 seconds

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west, a distance of 14.25 feet to a point of curvature, thence along a curve in a clockwise direction, having a radius of 570.00 feet, arc length of 72.23 feet, delta angle of 07 degrees 15 minutes 37 seconds, a chord bearing of north 44 degrees 05 minutes 05 seconds west, and a chord length of 72.18 feet to a point; thence north 49 degrees 32 minutes 44 seconds east, a distance of 130.00 feet to a point, thence north 34 degrees 54 minutes 47 seconds west, a distance of 84.98 feet to a point; thence north 23 degrees 49 minutes 48 seconds west, a distance of 84.98 feet to a point, thence north 12 degrees 44 minutes 49 seconds west, a distance of 84.98 feet to a point; thence south 82 degrees 47 minutes 40 seconds west, a distance of 130.00 feet to a point, thence along a curve in a clockwise direction having a radius of 570.00 feet, arc length of 69.55 feet, delta angle of 06 degrees 59 minutes 26 seconds, a chord bearing of north 03 degrees 42 minutes 37 seconds west, and a chord length of 69.50 feet to a point of tangency; thence north 00 degrees 12 minutes 53 seconds west, a distance of 114.79 feet to a point, thence south 89 degrees 50 minutes 00 seconds east, a distance of 130.00 feet to a point; thence north 00 degrees 12 minutes 53 seconds west, a distance of 90.00 feet to a point, thence south 89 degrees 50 minutes 00 seconds east, a distance of 319.78 feet to a point; thence north 83 degrees 45 minutes 49 seconds east, a distance of 123.22 feet to a point; thence north 62 degrees 53 minutes 45 seconds east, a distance of 123.96 feet to a point; thence north 49 degrees 32 minutes 41 seconds east, a distance of 122.57 feet to a point; thence north 43 degrees 15 minutes 49 seconds east, a distance of 479.94 feet to a point; thence north 46 degrees 44 minutes11 seconds west, a distance of 150.00 feet to a point; thence north 43 degrees 15 minutes 49 seconds east, a distance of 35.81 feet to a point; thence along a curve in a counter clockwise direction having a radius of 80.00 feet, arc length of 123.51 feet, delta angle of 88 degrees 27 minutes 20 seconds, a chord bearing of north 67 degrees 00 minutes 42 seconds east, and a chord length of 111.60 feet; thence south 67 degrees 12 minutes 58 seconds east, a distance of 50.00 feet to a point; thence south 89 degrees 50 minutes 10 seconds east, a distance of 352.45 feet to a point; thence south 27 degrees 30 minutes 29 seconds east, a distance of 200.03 feet to a point; thence south 84 degrees 37 minutes 31 seconds east, a distance of 127.73 feet to a point; thence south 75 degrees 36 minutes 20 seconds east, a distance of 90.00 feet to a point, thence south 14 degrees 23 minutes 40 seconds west, a distance of 130.00 feet to a point; thence south 75 degrees 36 minutes 20 seconds east, a distance of 30.00 feet

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to a point; thence south 52 degrees 27 minutes 53 seconds east, a distance of 127.06 feet to a point; thence south 31 degrees 56 minutes 57 seconds east, a distance of 129.37 feet to a point; thence south 17 degrees 40 minutes 29 seconds east, a distance of 102.71 feet to a point; thence south 09 degrees 45 minutes 16 seconds east, a distance of 104.64 feet to a point; thence south 01 degrees 45 minutes 37 seconds east, a distance of 104.64 feet to a point; thence south 06 degrees 14 minutes 02 seconds west, a distance of 104.64 feet to a point; thence south 14 degrees 13 minutes 42 seconds west, a distance of 104.64 feet to a point; thence south 22 degrees 06 minutes 21 seconds west, a distance of 102.33 feet to a point; thence south 20 degrees 12 minutes 51 seconds west, a distance of 83.48 feet to a point; thence south 10 degrees 11 minutes 08 seconds west, a distance of 80.00 feet to a point; thence south 69 degrees 49 minutes 30 seconds east, a distance of 121.43 feet to a point; thence south 49 degrees 50 minutes 45 seconds east, a distance of 121.43 feet to a point; thence south 29 degrees 52 minutes 00 seconds east, a distance of 121.43 feet to a point; thence south 09 degrees 53 minutes 14 seconds east, a distance of 121.43 feet to a point; thence south 01 degrees 16 minutes 46 seconds east, a distance of 105,49 feet to a point; thence north 89 degrees 52 minutes 50 seconds east, a distance of 96.86 feet to a point; thence south 00 degrees 07 minutes 10 seconds east, a distance of 981.63 feet to a point; thence north 89 degrees 43 minutes 01 seconds west, a distance of 450.29 feet to a point, thence north 89 degrees 56 minutes 51 seconds west, a distance of 226.41 feet to a point; thence south 00 degrees 01 minutes 51 seconds east, a distance of 6.37 feet to a point; thence south 87 degrees 37 minutes 09 seconds west, a distance of 250.26 feet to a point; thence north 89 degrees 56 minutes 50 seconds west, a distance of 400.00 feet to a point, thence north 88 degrees 03 minutes 48 seconds west, a distance of 435.84 feet to a point; thence north 00 degrees 06 minutes 54 seconds west, a distance of 2.67 feet to a point; thence north 89 degrees 56 minutes 50 seconds west, a distance of 463.01 feet to the true point of beginning, said tract contains a calculated area of 113.64 acres, or 4,950,231.47 square feet more or less;

to a point; thence north 14 degrees 23 minutes 40 seconds

east, a distance of 130.00 feet to a point; thence south 70

degrees 58 minutes 05 seconds east, a distance of 113.71 feet

have 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 HIMARK ESTATES 1ST ADDITION as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by Raymond Snyder and Jackie Snyder, husband and wife; Guy M. Lammle and Rita Lammle, husband and wife; Dru W. Lammle and Kyle S. Lammle, husband and wife; David L. Lammle and Lorie L. Lammle, husband and wife; HiMark Golf L.L.C., a Nebraska limited liability company; HiMark Development, Inc., a Nebraska corporation; and D & M Development, L.L.C., a Nebraska limited liability company; as owners is hereby accepted and approved, and said owners are given the right to plat said HIMARK ESTATES 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 of street improvements, including the grading, paving, and installation of curb and gutter, curb inlets, and storm drain laterals for all streets as shown on the approved final plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

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

all labor, material, engineering, and inspection costs in connection with the construction of sidewalks along the north side of Old Cheney Road as shown on the final plat. The

Third: That said owners shall at their own cost and expense pay for

construction shall be completed within four years following Planning Commission approval

of this final plat.

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

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

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

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

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

Ninth: That said owners shall at their own cost and expense pay for all labor, material, and related costs in connection with the installation of a landscape screen along Old Cheney Road as shown on the approved landscape plan. The installation shall be completed within two years following Planning Commission approval of this final plat.

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

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

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

The owners, their successors and assigns agree:

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1	a. To submit to the director of Public Works an erosion contro		
2	plan.		
3	b. To protect the remaining trees on the side during construction		
4	and development.		
5	c. To pay all improvement costs.		
6	d. To submit to lot buyers and home builders a copy of the so		
7	analysis.		
8 Selentilinihanmenananan	e. To continuously and regularly maintain the landscape screer		
9	along Old Cheney Road.		
10	f. To complete the private improvement shown on the preliminary		
11	plat and community unit plan.		
12	g. To maintain the outlots and private improvements on a		
13	permanent and continuous basis. However, the owners may be relieved and discharged		
14	of this maintenance obligation upon creating in writing a permanent and continuous		
15	association of property owners who would be responsible for said permanent and		
16	continuous maintenance. The owners shall not be relieved of such maintenance obligation		
17	until the document or documents creating said property owners association have been		
18	reviewed and approved by the City Attorney and filed of record with the Register of Deeds.		
19	h. To comply with the provisions of the Land Subdivision		
20	Ordinance regarding land preparation.		
21	i. To relinquish the right of direct vehicular access to Old Cheney		
22	Road from the lots abutting Old Cheney Road.		
23	j. To complete the permanent lot and block staking before		
24	construction on or conveyance of any lot shown on this final plat.		

- 3. That said owners shall, prior to adoption of this resolution, execute and deliver to the City of Lincoln:
- a. A bond or an approved escrow or security agreement in the sum of \$135,900.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.
- b. A bond or an approved escrow or security agreement in the sum of \$18,700.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.
- c. A bond or an approved escrow or security agreement in the sum of \$2,000.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.
- d. A bond or an approved escrow or security agreement in the sum of \$8,100.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.
- e. A bond or an approved escrow or security agreement in the sum of \$64,700.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.
- f. A bond or an approved escrow or security agreement in the sum of \$42,000.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.
- g. A bond or an approved escrow or security agreement in the sum of \$14,500.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

____, 1999.

ATTEST:

Chairman

Approved as to Form & Legality:

Kulter

Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between Raymond Snyder and Jackie Snyder, husband and wife; Guy M. Lammle and Rita Lammle, husband and wife; Dru W. Lammle and Kyle S. Lammle, husband and wife; David L. Lammle and Lorie L. Lammle, husband and wife; HiMark Golf L.L.C., a Nebraska limited liability company; HiMark Development, Inc., a Nebraska corporation; and D & M Development, L.L.C., a Nebraska limited liability company, 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 **HIMARK ESTATES 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 **HIMARK ESTATES 1ST ADDITION** it is agreed by and between Subdivider and City as follows:

- The Subdivider agrees to submit to the director of Public Works
 an erosion control plan.
- The Subdivider agrees to protect the remaining trees on the side during construction and development.
 - 3. The Subdivider agrees to pay all improvement costs.

- 4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
- 5. The Subdivider agrees to continuously and regularly maintain the landscape screen along Old Cheney Road.
- 6. The Subdivider agrees to complete the private improvement shown on the preliminary plat and community unit plan.
- 7. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
- 8. The Subdivider agrees to relinquish the right of direct vehicular access to Old Cheney Road from the lots abutting Old Cheney Road.
- 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.
- 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.
- 11. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 23 day of <u>Rugust</u>, 1999. Dru W. Lammle HIMARK GOLF L.L.C., ATTEST: a Nebraska limited liability company, HIMARK DEVELOPMENT, INC. a Nebraska corporation, ATTEST:

Dru W. Lammle, President

ATTEST:	a Nøbraska limited liability company,
Julanle 1	Dannel Muhleisen, Member
ATTEST:	CITY OF LINCOLN, NEBRASKA, a municipal corporation
City Clerk	Mayor Wesely
STATE OF NEBRASKA	
COUNTY OF LANCASTER)	
The foregoing instrument was acknown acknown, 1999, by Guy M. Lammle.	wledged before me this 23 day of
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 16, 2003	Nila afaeneke Notary Public
STATE OF NEBRASKA)) ss.	
COUNTY OF LANCASTER)	
The foregoing instrument was acknown, 1999, by Rita Lammle.	vledged before me this 23 24 day of
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE	Nila akoeneke Notary Public
My Comm. Frn. March 16, 2003	140taly I abito

;

STATE OF NEBRASKA)) ss.
COUNTY OF LANCASTER)
The foregoing instrumer, 1999, by Dr	
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 16, 2003	Notary Public
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.)
The foregoing instrumer , 1999, by Ky	t was acknowledged before me this day of le S. Lammle.
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 18, 2003	Notary Public
STATE OF NEBRASKA	>
COUNTY OF LANCASTER) ss.)
The foregoing instrument, 1999, by Da	t was acknowledged before me this 23 uday of vid L. Lammle.
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 16, 2003	Notary Public
STATE OF NEBRASKA) ·
COUNTY OF LANCASTER) ss.)
The foregoing instrument, 1999, by Lor	• •
GENERAL NOTARY-State of Nebral NILA A. KOENEKE	The afterna

STATE OF NEBRASKA)	
COUNTY OF LANCASTER)	
GENERAL NOTARY-State of Nebraska AMY C. ROSE	wledged before me this 25th day of er. Amy C. Roof
My Comm. Exp. Feb. 21, 2001	Notary Public
STATE OF NEBRASKA)) ss. COUNTY OF LANCASTER)	
The foregoing instrument was acknown 1999, by Jackie Snyder.	wledged before me this 25% day of
GENERAL NOTARY-State of Nebraska AMY C. ROSE My Comm. Exp. Feb. 21, 2001	amy C. Roel Notary Public
STATE OF NEBRASKA)	
) ss. COUNTY OF LANCASTER)	_
The foregoing instrument was acknown 1999, by Nebraska limited liability company.	wledged before me this 23 day of multiple Member, HiMark Golf, L.L.C., a
GENERAL KOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 16, 2003	Notary Public A Koeneke
STATE OF NEBRASKA)	
) ss. COUNTY OF LANCASTER)	
The foregoing instrument was acknown, 1999, by Dru W. Lammle, Nebraska corporation, on behalf of the corporation.	
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 16, 2003	Mila a Kaenake Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.)
The foregoing instrumen, 1999, by Da Nebraska limited liability compan	nt was acknowledged before me this day of nnel Muhleisen, Member, D&M Development, L.L.C., a by.
GENERAL NOTARY-State of Nebraska NILA A. KOENEKE My Comm. Exp. March 16, 2003	Notary Public
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.)
The foregoing instrument 1999, by Dominicipal corporation.	t was acknowledged before me this <u>Jul</u> day of on Wesely, Mayor of the City of Lincoln, Nebraska, a
GENERAL NOTARY - State of JUDITH A. ROS My Comm. Exp. Dec. 2	COE

CERTIFICATE

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 Himark

Estates 1st Addition and the Agreement as passed and approved by
the Lincoln City-Lancaster County Planning Commission on August

11, 1999, as the original appears of record in my office and is
now in my charge remaining as Deputy City Clerk.

Ret to City Clark