

Don J. Galt

REGISTER OF DEEDS

2000 AUG 28 P 1:54

LANCASTER COUNTY, NE

INST. NO 2000

037673

#86.00

BLOCK

CODE

CHECKED

ENTERED

EDITED

RESOLUTION NO. PC-00619

1 A RESOLUTION accepting and approving the plat designated as **HIMARK**
2 **ESTATES 3RD 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, **HiMark Golf, L.L.C., a Nebraska limited liability company;**
7 **HiMark Development, Inc., a Nebraska corporation; D & M Development, L.L.C., a**
8 **Nebraska limited liability company; Guy M. Lammle and Rita Lammle, husband and**
9 **wife; and Raymond Snyder and Jackie Snyder, husband and wife;** owners of a tract
10 of land legally described as:

11 Outlots "A" and "B" of HiMark Estates 1st Addition, located in
12 Section 11, Township 9 North, Range 7 East of the 6th. P.M.,
13 City of Lincoln, Lancaster County, Nebraska, and more
14 particularly described as follows:

15 Beginning at a northeast corner of said Outlot "A", said point
16 also being the southeast corner of Lot 1, Block 3, HiMark
17 Estates Addition; thence on an assumed bearing of south 27
18 degrees 30 minutes 29 seconds east along an east line of said
19 Outlot "A", a distance of 200.03 feet to a point of deflection;
20 thence south 84 degrees 37 minutes 31 seconds east along a
21 north line of said Outlot "A", a distance of 127.73 feet to a point
22 of deflection; thence south 75 degrees 36 minutes 20 seconds
23 east along a north line of said Outlot "A", a distance of 90.00
24 feet to a point of deflection; thence south 14 degrees 23
25 minutes 40 seconds west along an east line of said Outlot "A",
26 a distance of 130.00 feet to a point of deflection; thence south
27 75 degrees 36 minutes 20 seconds east along a north line of
28 said Outlot "A", a distance of 30.00 feet to a point of deflection;
29 thence north 14 degrees 23 minutes 40 seconds east along a
30 west line of said Outlot "A", a distance of 130.00 feet to a point
31 of deflection; thence south 70 degrees 58 minutes 05 seconds
32 east along a north line of said Outlot "A", a distance of 113.71
33 feet to a point of deflection; thence south 52 degrees 27

Joan City Clerk

1 minutes 53 seconds east along a north line of said Outlot "A",
2 a distance of 127.06 feet to a point of deflection; thence south
3 31 degrees 56 minutes 57 seconds east along an east line of
4 said Outlot "A", a distance of 129.37 feet to a point of
5 deflection; thence south 17 degrees 40 minutes 29 seconds
6 east along an east line of said Outlot "A", a distance of 102.71
7 feet to a point of deflection; thence south 09 degrees 45
8 minutes 16 seconds east along an east line of said Outlot "A",
9 a distance of 104.64 feet to a point of deflection; thence south
10 01 degrees 45 minutes 37 seconds east along an east line of
11 said Outlot "A", a distance of 104.64 feet to a point of
12 deflection; thence south 06 degrees 14 minutes 02 seconds
13 west along an east line of said Outlot "A", a distance of 104.64
14 feet to a point of deflection; thence south 14 degrees 13
15 minutes 42 seconds west along an east line of said Outlot "A",
16 a distance of 104.64 feet to a point of deflection; thence south
17 22 degrees 06 minutes 21 seconds west along an east line of
18 said Outlot "A", a distance of 102.33 feet to a point of
19 deflection; thence south 20 degrees 12 minutes 51 seconds
20 west along an east line of said Outlot "A", a distance of 83.48
21 feet to a point of deflection; thence south 10 degrees 11
22 minutes 08 seconds west along an east line of said Outlot "A",
23 a distance of 80.00 feet to a point of deflection; thence south
24 69 degrees 49 minutes 30 seconds east along a north line of
25 said Outlot "A", a distance of 121.43 feet to a point of
26 deflection; thence south 49 degrees 50 minutes 45 seconds
27 east along a north line of said Outlot "A", a distance of 121.43
28 feet to a point of deflection; thence south 29 degrees 52
29 minutes 00 seconds east along an east line of said Outlot "A",
30 a distance of 121.43 feet to a point of deflection; thence south
31 09 degrees 53 minutes 14 seconds east along an east line of
32 said Outlot "A", a distance of 121.43 feet to a point of
33 deflection; thence south 01 degrees 16 minutes 46 seconds
34 east along an east line of said Outlot "A", a distance of 105.49
35 feet to a point of deflection; thence north 89 degrees 52
36 minutes 50 seconds east along a north line of said Outlot "A",
37 a distance of 96.86 feet to a northeast corner of said Outlot
38 "A"; thence south 00 degrees 07 minutes 10 seconds east
39 along an east line of said Outlot "A", a distance of 981.63 feet
40 to the southeast corner of said Outlot "A", said point also being
41 on the north right-of-way line of Old Cheney Road; thence
42 north 89 degrees 43 minutes 01 seconds west along the south
43 line of said Outlot "A", a distance of 450.29 feet to a point of
44 deflection; thence north 89 degrees 56 minutes 51 seconds
45 west along the south line of said Outlot "A", a distance of
46 386.41 feet to a southwest corner of said Outlot "A"; thence
47 north 00 degrees 01 minutes 51 seconds west along a west

1 line of said Outlot "A", a distance of 123.00 feet to a northwest
2 corner of said Outlot "A"; thence south 89 degrees 56 minutes
3 50 seconds east along a north line of said Outlot "A", a
4 distance of 130.00 feet to a point of deflection; thence north 00
5 degrees 01 minutes 51 seconds west along a west line of said
6 Outlot "A", a distance of 30.19 feet to a point of deflection;
7 thence south 89 degrees 58 minutes 09 seconds west along
8 a south line of said Outlot "A", a distance of 130.00 feet to a
9 point of deflection; thence north 81 degrees 10 minutes 12
10 seconds west along a south line of said Outlot "A", a distance
11 of 121.77 feet to a point of deflection; thence north 64 degrees
12 08 minutes 45 seconds west along a south line of said Outlot
13 "A", a distance of 120.98 feet to a point of deflection; thence
14 north 47 degrees 10 minutes 37 seconds west along a south
15 line of said Outlot "A", a distance of 120.98 feet to a point of
16 deflection; thence north 37 degrees 58 minutes 09 seconds
17 west along a south line of said Outlot "A", a distance of 91.37
18 feet to a point of deflection; thence north 37 degrees 56
19 minutes 50 seconds west along a south line of said Outlot "A",
20 a distance of 372.52 feet to a point of deflection; thence north
21 57 degrees 27 minutes 30 seconds east along a northwest line
22 of said Outlot "A", a distance of 133.40 feet to a point; thence
23 along a curve, in a clockwise direction, having a radius of
24 630.00 feet, arc length of 64.72 feet, delta angle of 05 degrees
25 53 minutes 09 seconds, a chord bearing of north 29 degrees
26 35 minutes 55 seconds west, and a chord length of 64.69 feet
27 to a point; thence south 63 degrees 20 minutes 39 seconds
28 west along a south line of said Outlot "A", a distance of 130.00
29 feet to a point of deflection; thence north 22 degrees 42
30 minutes 59 seconds west along a west line of said Outlot "A",
31 a distance of 104.43 feet to a point of deflection; thence south
32 83 degrees 23 minutes 57 seconds west along a south line of
33 said Outlot "A", a distance of 102.88 feet to a point of
34 deflection; thence north 89 degrees 52 minutes 16 seconds
35 west along a south line of said Outlot "A", a distance of 102.74
36 feet to a point of deflection; thence north 82 degrees 07
37 minutes 11 seconds west along a south line of said Outlot "A",
38 a distance of 102.74 feet to a point of deflection; thence north
39 11 degrees 45 minutes 21 seconds east along a west line of
40 said Outlot "A", a distance of 130.00 feet to a point; thence
41 along a curve, in a counterclockwise direction, having a radius
42 of 630.00 feet, arc length of 20.53 feet, delta angle of 01
43 degrees 52 minutes 01 seconds, a chord bearing of south 79
44 degrees 10 minutes 39 seconds east, and a chord length of
45 20.53 feet to a point; thence north 09 degrees 53 minutes 20
46 seconds east along a west line of Outlot "A", a distance of
47 60.00 feet to a point; thence along a curve in a clockwise

1 direction having a radius of 570.00 feet, arc length of 10.00
2 feet, delta angle of 01 degrees 00 minutes 19 seconds, a
3 chord bearing of north 79 degrees 36 minutes 30 seconds
4 west, and a chord length of 10.00 feet to a point; thence north
5 10 degrees 53 minutes 39 seconds east along a west line of
6 said Outlot "A", a distance of 130.00 feet to a point of
7 deflection; thence north 73 degrees 39 minutes 41 seconds
8 west along a southwest line of said Outlot "A", a distance of
9 83.49 feet to a point of deflection; thence north 62 degrees 46
10 minutes 22 seconds west along a southwest line of said Outlot
11 "A", a distance of 83.49 feet to a point of deflection; thence
12 north 51 degrees 55 minutes 45 seconds west along a
13 southwest line of said Outlot "A", a distance of 84.08 feet to a
14 point of deflection; thence north 23 degrees 33 minutes 01
15 seconds west along a southwest line of said Outlot "A", a
16 distance of 130.00 feet to a point; thence along a curve, in a
17 clockwise direction, having a radius of 570.00 feet, arc length
18 of 30.00 feet, delta angle of 03 degrees 00 minutes 57
19 seconds, a chord bearing of north 67 degrees 57 minutes 28
20 seconds east, and a chord length of 30.00 feet to a point;
21 thence north 20 degrees 32 minutes 04 seconds west along a
22 west line of said Outlot "A", a distance of 60.00 feet to a point;
23 thence along a curve, in a counterclockwise direction, having
24 a radius of 630.00 feet, arc length of 56.90 feet, delta angle of
25 05 degrees 10 minutes 28 seconds, a chord bearing of south
26 66 degrees 52 minutes 42 seconds west, and a chord length
27 of 56.88 feet to a point; thence north 25 degrees 42 minutes
28 32 seconds west along a west line of said Outlot "A", a
29 distance of 130.00 feet to a point of deflection; thence south 62
30 degrees 21 minutes 59 seconds west along an east line of said
31 Outlot "A", a distance of 107.67 feet to a point of deflection;
32 thence north 34 degrees 54 minutes 47 seconds west along a
33 west line of said Outlot "A", a distance of 84.98 feet to a point
34 of deflection; thence north 23 degrees 49 minutes 48 seconds
35 west along a west line of said Outlot "A", a distance of 84.98
36 feet to a point of deflection; thence north 12 degrees 44
37 minutes 49 seconds west along a west line of said Outlot "A",
38 a distance of 84.98 feet to a point of deflection; thence south
39 82 degrees 47 minutes 40 seconds west along a south line of
40 said Outlot "A", a distance of 130.00 feet to a point of
41 deflection; thence along a curve, in a clockwise direction,
42 having a radius of 570.00 feet, arc length of 69.55 feet, delta
43 angle of 06 degrees 59 minutes 26 seconds, a chord bearing
44 of north 03 degrees 42 minutes 37 seconds west, and a chord
45 length of 69.50 feet to a point of tangency; thence north 00
46 degrees 12 minutes 53 seconds west along a west line of said
47 Outlot "A", a distance of 114.79 feet to a northwest corner of

1 said Outlot "A"; thence south 89 degrees 50 minutes 00
2 seconds east along a north line of said Outlot "A", a distance
3 of 130.00 feet to a point of deflection; thence north 00 degrees
4 12 minutes 53 seconds west along a west line of said Outlot
5 "A", a distance of 90.00 feet to a northwest corner of said
6 Outlot "A"; thence south 89 degrees 50 minutes 00 seconds
7 east along a north line of said Outlot "A", a distance of 319.78
8 feet to a point of deflection; thence north 83 degrees 45
9 minutes 49 seconds east along a north line of said Outlot "A",
10 a distance of 123.22 feet to a point of deflection; thence north
11 62 degrees 53 minutes 45 seconds east along a west line of
12 said Outlot "A", a distance of 123.96 feet to a point of
13 deflection; thence north 49 degrees 32 minutes 41 seconds
14 east along a west line of said Outlot "A", a distance of 122.57
15 feet to a point of deflection; thence north 43 degrees 15
16 minutes 49 seconds east along a west line of said Outlot "A",
17 a distance of 479.94 feet to a point of deflection; thence north
18 46 degrees 44 minutes 11 seconds west along a south line of
19 said Outlot "A", a distance of 150.00 feet to a point of
20 deflection; thence north 43 degrees 15 minutes 49 seconds
21 east along a west line of said Outlot "A", a distance of 35.81
22 feet to a point; thence along a curve, in a counterclockwise
23 direction, having a radius of 80.00 feet, arc length of 123.51
24 feet, delta angle of 88 degrees 27 minutes 20 seconds, a
25 chord bearing of north 67 degrees 00 minutes 42 seconds
26 east, and a chord length of 111.60 feet to a northwest corner
27 of said Outlot "A"; thence south 67 degrees 12 minutes 58
28 seconds east along a north line of said Outlot "A", a distance
29 of 50.00 feet to a point of deflection; thence south 89 degrees
30 50 minutes 10 seconds east along a north line of said Outlot
31 "A", a distance of 352.45 feet to the true point of beginning,
32 said tract contains a calculated area of 87.31 acres, or
33 3,803,314.54 square feet more or less

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

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

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

1 1. That the plat of **HIMARK ESTATES 3RD ADDITION** as an addition to the
2 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
3 **HiMark Golf, L.L.C., a Nebraska limited liability company; HiMark Development, Inc.,**
4 **a Nebraska corporation; D & M Development, L.L.C., a Nebraska limited liability**
5 **company; Guy M. Lammle and Rita Lammle, husband and wife; and Raymond**
6 **Snyder and Jackie Snyder, husband and wife;** as owners is hereby accepted and
7 approved, and said owners are given the right to plat said **HIMARK ESTATES 3RD**
8 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
9 approval are conditioned upon the following:

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

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

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

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

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

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

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

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

23 Ninth: That said owners shall at their own cost and expense pay for
24 all labor, material, engineering, and inspection costs in connection with the placing of

1 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
2 lot staking shall be completed before construction on or conveyance of any lot shown in
3 this final plat.

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

8 The owners, their successors and assigns agree:

9 a. To submit to the director of Public Works an erosion control
10 plan.

11 b. To protect the remaining trees on the site during construction
12 and development.

13 c. To pay all improvement costs.

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

16 e. To complete the private improvements shown on the preliminary
17 plat and community unit plan.

18 f. To maintain the outlots and private improvements on a
19 permanent and continuous basis. However, the owners may be relieved and discharged
20 of this maintenance obligation upon creating in writing a permanent and continuous
21 association of property owners who would be responsible for said permanent and
22 continuous maintenance. The owners shall not be relieved of such maintenance obligation
23 until the document or documents creating said property owners association have been
24 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

1 g. To comply with the provisions of the Land Subdivision
2 Ordinance regarding land preparation.

3 h. To relinquish the right of direct vehicular access to Old Cheney
4 Road from the lots abutting said street.

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

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

9 a. A bond or an approved escrow or security agreement in the
10 sum of \$145,000.00 conditioned upon the strict compliance by said owners with the
11 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

12 b. A bond or an approved escrow or security agreement in the
13 sum of \$40,000.00 conditioned upon the strict compliance by said owners with the
14 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

15 c. A bond or an approved escrow or security agreement in the
16 sum of \$82,000.00 conditioned upon the strict compliance by said owners with the
17 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

18 d. A bond or an approved escrow or security agreement in the
19 sum of \$70,000.00 conditioned upon the strict compliance by said owners with the
20 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

21 e. A bond or an approved escrow or security agreement in the
22 sum of \$17,500.00 conditioned upon the strict compliance by said owners with the
23 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

1 f. A bond or an approved escrow or security agreement in the
2 sum of \$16,500.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

4 g. A bond or an approved escrow or security agreement in the
5 sum of \$12,760.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

7 h. A bond or an approved escrow or security agreement in the
8 sum of \$115.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

10 i. A bond or an approved escrow or security agreement in the
11 sum of \$3,000.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

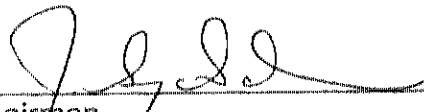
13 The bonds required above shall be subject to approval by the City Attorney.
14 In the event that said owners or their surety shall fail to satisfy the conditions herein set
15 forth within the time specified in this resolution, the City may cause the required work to be
16 performed and recover the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

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

22 The foregoing Resolution was approved by the Lincoln City - Lancaster
23 County Planning Commission on this 26th day of July, 2000.

24 Dated this 26th day of July, 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 **HiMark Golf, L.L.C.**, a Nebraska limited liability company; **HiMark Development, Inc.**, a Nebraska corporation; **D & M Development, L.L.C.**, a Nebraska limited liability company; **Guy M. Lammle and Rita Lammle, husband and wife**; and **Raymond Snyder and Jackie Snyder, husband and wife**, 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 3RD 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 3RD 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 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.

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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

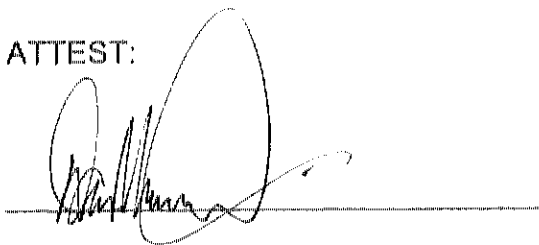
9. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

10. 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.


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

Dated this 2nd day of August, 2000.

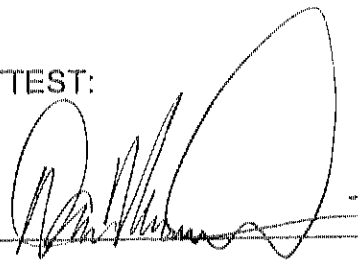
ATTEST:



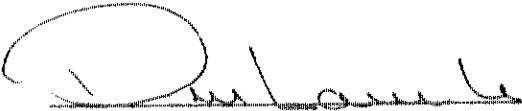
HIMARK DEVELOPMENT, INC.
a Nebraska corporation,


Dru W. Lammle, President


ATTEST:



HIMARK GOLF, L.L.C.
a Nebraska limited liability company,

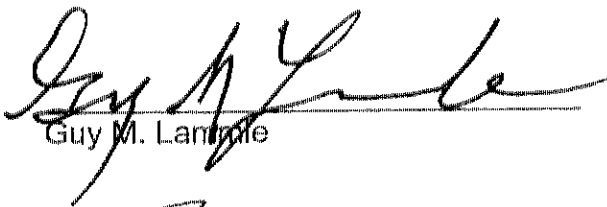

Dru W. Lammle, Member

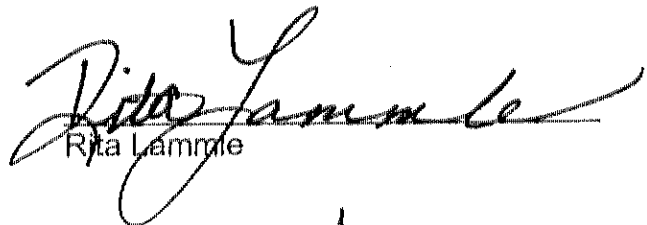
ATTEST:

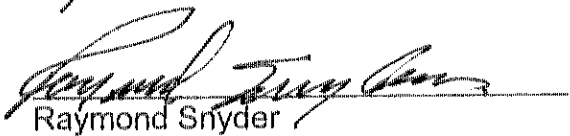


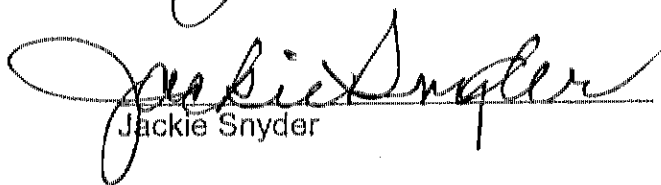
D & M DEVELOPMENT, L.L.C.
a Nebraska limited liability company,


Dannel Muhleisen, Member


Guy M. Lammle


Rita Lammle

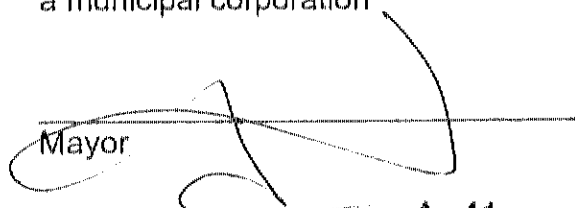

Raymond Snyder


Jackie Snyder

ATTEST:

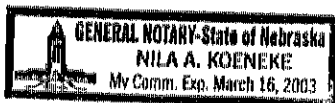
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Joan E. Ross, Deputy
City Clerk


Mayor
Jerry Shoecraft, Acting

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 7th day of August, 2000, by Dru W. Lammle, President of HiMark Development, Inc. a Nebraska corporation, on behalf of the corporation.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

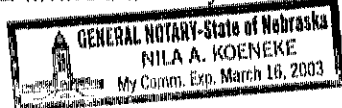
The foregoing instrument was acknowledged before me this 7th day of August, 2000, by Dru W. Lammle, Member, HiMark Golf, L.L.C., a Nebraska limited liability company.



Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

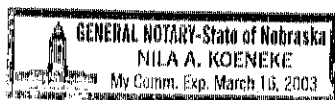
The foregoing instrument was acknowledged before me this 7th day of August, 2000, by Dannel Muhleisen, Member, D&M Development, L.L.C., a Nebraska limited liability company.



Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

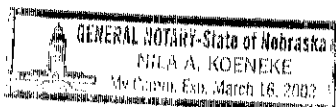
The foregoing instrument was acknowledged before me this 7th day of August, 2000, by Guy M. Lammle.



Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

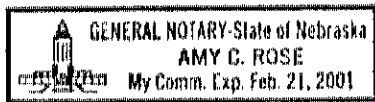
The foregoing instrument was acknowledged before me this 7th day of August, 2000, by Rita Lammle.



Nila A Koeneke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

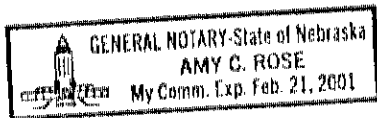
The foregoing instrument was acknowledged before me this 8th day of August, 2000, by Raymond Snyder.



Amy C. Rose
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

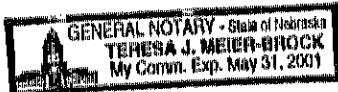
The foregoing instrument was acknowledged before me this 8th day of August, 2000, by Jackie Snyder.



Amy C. Rose
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21st day of August, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Theresa 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 **Himark Estates 3rd Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on July 26, 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 22nd day of August, 2000.



Joan E. Ross, Deputy City Clerk



Ret to City Clerk