

*Dan Jolte*

REGISTER OF DEEDS

2002 OCT 16 A 11: 23

LANCASTER COUNTY, NE

*887.50*

INST NO 2002

070864

BLOCK

FILED IN DEPARTMENT OF

RECORDS

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RESOLUTION NO. PC- 00763

1 A RESOLUTION accepting and approving the plat designated as **PINE LAKE**  
2 **HEIGHTS SOUTH 4TH ADDITION** as an addition to the City of Lincoln, filed in the office of  
3 the 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, **Horizons Community United Methodist Church, a Nebraska**  
7 **non-profit corporation, Ridge Development Company, a Nebraska corporation, and**  
8 **Southview, Inc., a Nebraska corporation, and the Catholic Bishop of Lincoln, a**  
9 **Nebraska non-profit corporation,** owners of a tract of land legally described as:

0 Lot 27 I.T., Lot 31 I.T., and Lot 32 I.T., Outlot "G" Pine Lake  
1 Heights 11th Addition, Outlot "B" Pine Lake Heights South  
2 Addition, and Outlot "A" and Lot 1, Block 4, Pine Lake Heights  
3 South 3rd Addition, all located in the South Half of Section 19,  
4 Township 9 North, Range 7 East of the 6th P.M., City of Lincoln,  
5 Lancaster County, Nebraska, and more particularly described as  
6 follows:

7 Commencing from the southeast corner of said Lot 31 I.T., said  
8 point being 60.00 feet west of the east line of said Southeast  
9 Quarter, and 50.00 north of the south line of said Southeast  
0 Quarter, said point being **the true point of beginning**; thence  
1 on an assumed bearing of north 88 degrees 05 minutes 40  
2 seconds west along the south line of said Lot 31 I.T., said line  
3 being 50.00 feet north of and parallel with the south line of said  
4 Southeast Quarter, a distance of 2,582.05 feet to a point of  
5 deflection; thence south 88 degrees 45 minutes 30 seconds  
6 west along the south line of said Lot 32 I.T., said line being 50.00  
7 feet north of and parallel with the south line of said Southwest  
8 Quarter, a distance of 2,539.92 feet to a southwest corner of  
9 said lot 32 I.T.; thence north 01 degrees 14 minutes 30 seconds  
0 west along a west line of said Lot 32 I.T., a distance of 10.00  
1 feet to a south corner of said lot 32 I.T.; thence south 88 degrees  
2 45 minutes 30 seconds west along a south line of said Lot 32

*City Clerk Teresa*

1 I.T., said line being 60.00 feet north of and parallel with the south  
2 line of said Southwest Quarter, a distance of 22.38 feet to a  
3 southwest corner of said Lot 32 I.T.; thence north 45 degrees 38  
4 minutes 19 seconds west along a southwest line of said Lot 32  
5 I.T., a distance of 34.98 feet to a southwest corner of said Lot 32  
6 I.T.; thence north 00 degrees 02 minutes 09 seconds west along  
7 a west line of said Lot 32 I.T., said line being 60.00 feet east of  
8 and parallel with the west line of said Southwest Quarter, a  
9 distance of 22.38 feet to a west corner of said Lot 32 I.T.; thence  
0 south 89 degrees 57 minutes 51 seconds west along a south line  
1 of said Lot 32 I.T., a distance of 10.00 feet to a southwest corner  
2 of said Lot 32 I.T.; thence north 00 degrees 02 minutes 08  
3 seconds west of said Lot 32 I.T., said line being 50.00 feet east  
4 of and parallel with the west line of said Southwest Quarter, a  
5 distance of 1,263.06 feet to a point of intersection with the south  
6 line of O'hanlon Drive right-of-way; thence north 89 degrees 57  
7 minutes 52 seconds east along the south line of said right-of-  
8 way, a distance of 312.00 feet to a point of curvature; thence  
9 along a curve in a clockwise direction, having a radius of 241.00  
0 feet, arc length of 77.03 feet, delta angle of 18 degrees 18  
1 minutes 46 seconds, a chord bearing of south 80 degrees 52  
2 minutes 45 seconds east along the south line of said right-of-  
3 way, and a chord length of 76.70 feet to a point; thence north 18  
4 degrees 16 minutes 38 seconds east along a south line of said  
5 right-of-way, a distance of 38.24 feet to a point; thence along a  
6 curve in a counter clockwise direction, having a radius of  
7 1,540.00 feet, arc length of 78.88 feet, delta angle of 02 degrees  
8 56 minutes 05 seconds, a chord bearing of north 83 degrees 50  
9 minutes 05 seconds east along the south line of said right-of-  
0 way, and a chord length of 78.87 feet to a point; thence south 07  
1 degrees 44 minutes 26 seconds east along a west line of said  
2 right-of-way, a distance of 29.56 feet to a point; thence north 82  
3 degrees 15 minutes 34 seconds east along a south line of said  
4 right-of-way, a distance of 80.00 feet to a point; thence north 07  
5 degrees 44 minutes 26 seconds west along a east line of said  
6 right-of-way, a distance of 31.48 feet to a point; thence along a  
7 curve in a counter clockwise direction, having a radius of  
8 1,540.00 feet, arc length of 143.25 feet, delta angle of 05  
9 degrees 19 minutes 47 seconds, a chord bearing of north 76  
0 degrees 43 minutes 29 seconds east along the south line of said  
1 right-of-way, and a chord length of 143.20 feet to a point of  
2 reverse curvature; thence along a curve in a clockwise direction,  
3 having a radius of 970.00 feet, arc length of 305.65 feet, delta  
4 angle of 18 degrees 03 minutes 15 seconds, a chord bearing of  
5 north 83 degrees 05 minutes 14 seconds east along the south

1 line of said right-of-way, and a chord length of 304.39 feet to a  
2 point of tangency; thence south 87 degrees 53 minutes 09  
3 seconds east along the south line of said right-of-way, a distance  
4 of 177.03 feet to a point of curvature; thence along a curve in a  
5 counter clockwise direction, having a radius of 530.00 feet, arc  
6 length of 185.50 feet, delta angle of 20 degrees 03 minutes 14  
7 seconds, a chord bearing of north 82 degrees 05 minutes 14  
8 seconds east along the south line of said right-of-way, and a  
9 chord length of 184.56 feet to a point of reverse curvature; thence  
0 along a curve in a clockwise direction, having a radius of 275.00  
1 feet, arc length of 151.42 feet, delta angle of 31 degrees 32  
2 minutes 55 seconds, a chord bearing of north 87 degrees 50  
3 minutes 05 seconds east along the south line of said right-of-  
4 way, and a chord length of 149.52 feet to a point of tangency;  
5 thence south 76 degrees 23 minutes 28 seconds east along the  
6 south line of said right-of-way, a distance of 73.29 feet to a point  
7 of intersection with the west line of Brummond Drive right-of-way;  
8 thence along a curve in a clockwise direction, having a radius of  
9 620.00 feet, arc length of 30.00 feet, delta angle of 02 degrees  
0 46 minutes 22 seconds, a chord bearing of south 23 degrees 01  
1 minutes 45 seconds west along the west line of said right-of-way,  
2 and a chord length of 30.00 feet to a point; thence south 65  
3 degrees 35 minutes 04 seconds east along the south line of said  
4 right-of-way, a distance of 60.00 feet to a point; thence along a  
5 curve in a counter clockwise direction, having a radius of 680.00  
6 feet, arc length of 383.44 feet, delta angle of 32 degrees 18  
7 minutes 30 seconds, a chord bearing of north 08 degrees 15  
8 minutes 41 seconds east along the east line of said right-of-way,  
9 and a chord length of 378.38 feet to a point of tangency; thence  
0 north 07 degrees 53 minutes 34 seconds west along the east  
1 line of said right-of-way, a distance of 194.05 feet to a point of  
2 curvature; thence along a curve in a clockwise direction, having  
3 a radius of 720.00 feet, arc length of 374.91 feet, delta angle of  
4 29 degrees 50 minutes 05 seconds, a chord bearing of north 07  
5 degrees 01 minutes 29 seconds east along the east line of said  
6 right-of-way, and a chord length of 370.69 feet to a point of  
7 reverse curvature; thence along a curve in a counter clockwise  
8 direction, having a radius of 455.00 feet, arc length of 57.57 feet,  
9 delta angle of 07 degrees 14 minutes 58 seconds, a chord  
0 bearing of north 18 degrees 19 minutes 03 seconds east along  
1 the east line of said right-of-way, and a chord length of 57.53 feet  
2 to a point; thence along a curve in a counter clockwise direction,  
3 having a radius of 61.50 feet, arc length of 138.17 feet, delta  
4 angle of 128 degrees 43 minutes 33 seconds, a chord bearing

1 of north 07 degrees 41 minutes 36 seconds east along the east  
2 line of said right-of-way, and a chord length of 110.89 feet to a  
3 point; thence along a curve in a counter clockwise direction,  
4 having a radius of 455.00 feet, arc length of 5.99 feet, delta angle  
5 of 00 degrees 45 minutes 15 seconds, a chord bearing of north  
6 00 degrees 19 minutes 01 seconds east along the east line of  
7 said right-of-way, and a chord length of 5.99 feet to a point of  
8 tangency; thence north 00 degrees 03 minutes 37 seconds west  
9 along the east line of said right-of-way, a distance of 89.50 feet  
0 to the northwest corner of Lot 1 Block 4 Pine Lake Heights South  
1 3<sup>rd</sup> Addition; thence south 89 degrees 35 minutes 44 seconds  
2 east along the north line of said Lot 1, a distance of 615.67 feet  
3 to the northeast corner of said Lot 1; thence south 45 degrees 42  
4 minutes 16 seconds west along a east line of said Lot 1, a  
5 distance of 40.57 feet to a point; thence south 46 degrees 34  
6 minutes 21 seconds east along a east line of said Lot 1, a  
7 distance of 81.38 feet to a point; thence south 52 degrees 19  
8 minutes 38 seconds east along a east line of said Lot 1, a  
9 distance of 84.00 feet to a point; thence south 57 degrees 53  
0 minutes 55 seconds east along a east line of said Lot 1, a  
1 distance of 83.00 feet to a point; thence south 19 degrees 09  
2 minutes 29 seconds west along a east line of said Lot 1, a  
3 distance of 75.08 feet to a point; thence south 15 degrees 58  
4 minutes 45 seconds west along a east line of said Lot 1, a  
5 distance of 76.02 feet to a point; thence south 06 degrees 18  
6 minutes 27 seconds west along a east line of said Lot 1, a  
7 distance of 80.97 feet to a point; thence south 00 degrees 02  
8 minutes 31 seconds west along a east line of said Lot 1, a  
9 distance of 66.73 feet to a point; thence south 00 degrees 02  
0 minutes 27 seconds east along a east line of said Lot 1, a  
1 distance of 454.04 feet to the northwest corner of Outlot "B" Pine  
2 Lake Heights South Addition; thence north 89 degrees 57  
3 minutes 33 seconds east along the north line of said Outlot "B",  
4 a distance of 110.00 feet to a point of intersection with the west  
5 line of south 33<sup>rd</sup> Street right-of-way; thence south 00 degrees 02  
6 minutes 27 seconds east along the west of said right-of-way, a  
7 distance of 10.00 feet to a point; thence north 89 degrees 57  
8 minutes 33 seconds east along the south line of said right-of-  
9 way, a distance of 60.00 feet to a point; thence north 00 degrees  
0 02 minutes 27 seconds west along the east line of said right-of-  
1 way, a distance of 10.00 feet to a point; thence north 89 degrees  
2 57 minutes 33 seconds east along the north line of said Outlot  
3 "B", a distance of 110.00 feet to a point; thence north 00 degrees  
4 02 minutes 27 seconds west along a west line of said Outlot "B",  
5 a distance of 338.86 feet to a northwest corner of said Outlot "B";

1 thence north 89 degrees 57 minutes 17 seconds east along the  
2 north line of said Outlot "B", a distance of 256.30 feet to a point  
3 of intersection with the west line of South 34<sup>th</sup> Street right-of-way;  
4 thence south 00 degrees 02 minutes 43 seconds east along the  
5 west line of said right-of-way, a distance of 10.00 feet to a point;  
6 thence north 89 degrees 57 minutes 17 seconds east along a  
7 south line of said right-of-way, a distance of 60.00 feet to a point;  
8 thence north 00 degrees 02 minutes 43 seconds west along an  
9 east line of said right-of-way, a distance of 26.98 feet to a point;  
0 thence north 89 degrees 57 minutes 33 seconds east along the  
1 north line of said Outlot "B", a distance of 110.00 feet to the  
2 northeast corner of said Outlot "B"; thence south 00 degrees 02  
3 minutes 43 seconds east along the east line of said Outlot "B", a  
4 distance of 252.10 feet to the northwest corner of Lot 31 I.T.;  
5 thence south 89 degrees 36 minutes 14 seconds east along the  
6 north line of said Lot 31 I.T., a distance of 789.77 feet to the  
7 southwest corner of Outlot "G" Pine Lake Heights 11<sup>th</sup> Addition;  
8 thence north 00 degrees 02 minutes 43 seconds west along the  
9 west line of said Outlot "G", a distance of 102.84 feet to the  
0 northwest corner of said Outlot "G"; thence north 89 degrees 57  
1 minutes 17 seconds east along a north line of said Outlot "G", a  
2 distance of 232.60 feet to a point; thence north 81 degrees 50  
3 minutes 13 seconds east along a north line of said Outlot "G", a  
4 distance of 362.13 feet to a point; thence north 85 degrees 36  
5 minutes 54 seconds east along a north line of said Outlot "G", a  
6 distance of 68.50 feet to a point; thence south 89 degrees 26  
7 minutes 21 seconds east along a north line of said Outlot "G", a  
8 distance of 219.97 feet to a point; thence south 79 degrees 04  
9 minutes 53 seconds east along a north line of said Outlot "G", a  
0 distance of 62.04 feet to a point; thence south 89 degrees 35  
1 minutes 16 seconds east along a north line of said Outlot "G", a  
2 distance of 281.09 feet to the northeast corner of said Outlot "G",  
3 said point being 68.00 feet west of the east line of said  
4 Southeast Quarter; thence south 00 degrees 05 minutes 36  
5 seconds west along the east line of said Outlot "G", a distance of  
6 32.15 feet to a point, said point being 68.00 feet west of the east  
7 line of said Southeast Quarter; thence south 00 degrees 46  
8 minutes 15 seconds east along the east line of said Outlot "G", a  
9 distance of 120.07 feet to the southeast corner of said Outlot "G",  
0 said point being 66.19 feet west of the east line of said  
1 Southeast Quarter; thence south 00 degrees 45 minutes 55  
2 seconds east along the east line of said Lot 31 I.T., a distance  
3 of 1,080.04 feet to a point, said point being 50.00 feet west of  
4 the east line of said Southeast Quarter; thence south 00 degrees  
5 05 minutes 36 seconds west along the east line of said Lot 31

1 I.T., a distance of 499.63 feet to a point, said point being 50.00  
2 feet west of the east line of said Southeast Quarter; thence south  
3 03 degrees 00 minutes 43 seconds west along the east line of  
4 said Lot 31 I.T., a distance of 196.41 feet to the point of  
5 beginning, said tract contains a calculated area of 9,262,837.63  
6 square feet or 212.65 acres, more or less;

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

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

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

3 1. That the plat of **PINE LAKE HEIGHTS SOUTH 4TH ADDITION** as an  
4 addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said  
5 City by **Horizons Community United Methodist Church, a Nebraska non-profit**  
6 **corporation, Ridge Development Company, a Nebraska corporation, and Southview,**  
7 **Inc., a Nebraska corporation, and the Catholic Bishop of Lincoln, a Nebraska non-**  
8 **profit corporation,** as owners is hereby accepted and approved, and said owners are given  
9 the right to plat said **PINE LAKE HEIGHTS SOUTH 4TH ADDITION** as an addition to said  
0 City in accordance therewith. Such acceptance and approval are conditioned upon the  
1 following:

2 First: That said owners shall at their own cost and expense pay for all  
3 labor, material, engineering, and inspection costs in connection with the construction of  
4 sidewalks along both sides of the streets and in the bike trail/pedestrian easement between  
5 Lots 4 and 5, Block 6, as shown on the final plat. The construction shall be completed within

1 four years following Planning Commission approval of this final plat, except the installation of  
2 the sidewalk in the bike trail/pedestrian easement which is to be completed at the same time  
3 as O'Hanlon Drive is paved.

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

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

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

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

1 Sixth: That said owners shall at their own cost and expense pay for all  
2 labor, material, engineering, and inspection costs in connection with the construction of a  
3 public wastewater collection system as shown on the approved preliminary plat. The

1 construction shall be completed within two years following Planning Commission approval of  
2 this final plat.

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

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

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

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

9 The owners, their successors and assigns agree:

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



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

3                   c.     To pay all improvement costs.

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

6                   e.     To comply with the provisions of the Land Sub division Ordinance  
7 regarding land preparation.

8                   f.     To maintain Outlots "A" through "H" and private improvements on  
9 a permanent and continuous basis. However, the owners may be relieved and discharged  
0 of this maintenance obligation upon creating in writing a permanent and continuous  
1 association of property owners who would be responsible for said permanent and continuous  
2 maintenance. The owners shall not be relieved of such maintenance obligation until the  
3 document or documents creating said property owners association have been reviewed and  
4 approved by the City Attorney and filed of record with the Register of Deeds.

5                   g.     To continuously and regularly maintain street trees and landscape  
6 screens planted on private property. However, the owners may be relieved and discharged  
7 of this maintenance obligation upon incorporating such maintenance obligations in permanent  
8 covenants and restrictions in deeds to such private property. The owners shall not be relieved  
9 of such maintenance obligations until the permanent covenants and restrictions in deeds have  
0 been reviewed and approved by the City Attorney and filed of record with the Register of  
1 Deeds.

2                   h.     To complete the permanent lot and block staking before  
3 construction on or conveyance of any lot shown on this final plat.

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

3                   a.     A bond or an approved escrow or security agreement in the sum  
4 of \$100,600.00 conditioned upon the strict compliance by said owners with the conditions  
5 contained in paragraph designated "First" of Paragraph 1 of this resolution.

6                   b.     A bond or an approved escrow or security agreement in the sum  
7 of \$32,340.00 conditioned upon the strict compliance by said owners with the conditions  
8 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

9                   c.     A bond or an approved escrow or security agreement in the sum  
0 of \$1,495.00 conditioned upon the strict compliance by said owners with the conditions  
1 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

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

5                   e.     A bond or an approved escrow or security agreement in the sum  
6 of \$164,600.00 conditioned upon the strict compliance by said owners with the conditions  
7 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

8                   f.     A bond or an approved escrow or security agreement in the sum  
9 of \$165,700.00 conditioned upon the strict compliance by said owners with the conditions  
0 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1                   g.     A bond or an approved escrow or security agreement in the sum  
2 of \$159,200.00 conditioned upon the strict compliance by said owners with the conditions  
3 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

1                   h.     A bond or an approved escrow or security agreement in the sum  
2 of \$73,500.00 conditioned upon the strict compliance by said owners 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 sum  
5 of \$52,800.00 conditioned upon the strict compliance by said owners 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. In  
8 the event that said owners 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  
0 performed and recover the cost thereof from said owners and their surety.

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

5                   The foregoing Resolution was approved by the Lincoln City - Lancaster County  
6 Planning Commission on this 4th day of Septembem, 2002.

7                   Dated this 4th day of September, 2002.

ATTEST:

  
\_\_\_\_\_  
Chairman

Approved as to Form & Legality:

  
\_\_\_\_\_  
Chief Assistant City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Horizons Community United Methodist Church**, a Nebraska non-profit corporation, **Ridge Development Company**, a Nebraska corporation, and **Southview, Inc.**, a Nebraska corporation, and the **Catholic Bishop of Lincoln**, a Nebraska non-profit corporation, 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 SOUTH 4TH 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 SOUTH 4TH 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 site 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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

6. The Subdivider agrees to maintain the outlots, street trees, sidewalks in the pedestrian way easement, median in the cul-de-sacs, 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 owners 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.

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

Dated this 26 day of September, 2002.

HORIZON COMMUNITY UNITED  
METHODIST CHURCH,  
a Nebraska nonprofit corporation,

Cheri L. Beck  
Witness

By: Jerry L. Batek  
Jerry L. Batek, Chairman  
Horizon Steering Team

*[Signature]*  
Witness

RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation,

By: *[Signature]*  
Thomas E. White  
President of Development Division

*[Signature]*  
Witness

RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation,

By: *[Signature]*  
John Brager  
President of Construction Division

*[Signature]*  
Witness

SOUTHVIEW, INC.  
a Nebraska corporation,


By: *[Signature]*  
Gerald L. Schleich, President

*[Signature]*  
Witness

CATHOLIC BISHOP OF LINCOLN  
a Nebraska nonprofit corporation,

By: *[Signature]*  
Timothy J. Thorburn, Vice President

ATTEST:

*[Signature]*  
City 

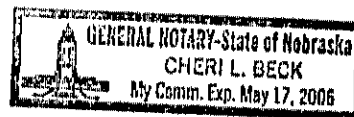
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

*[Signature]*  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 26th day of September, 2002, by Jerry L. Bartek, Chairman, Horizons Steering Team, Horizons Community United Methodist Church, a Nebraska nonprofit corporation.

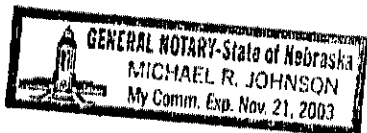
Cheri L. Beck  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 10th day of September, 2002, by Thomas E. White, President of Development Division, Ridge Development Company, a Nebraska corporation.

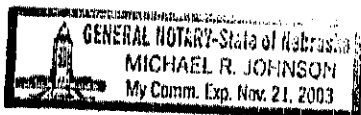
Michael R. Johnson  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 20th day of September, 2002, by John Brager, President of Construction Division, Ridge Development Company, a Nebraska corporation.

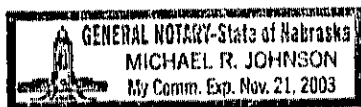
Michael R. Johnson  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

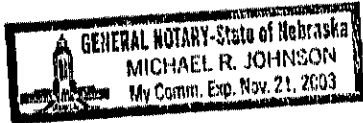
The foregoing instrument was acknowledged before me this 20th day of September, 2002, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation.

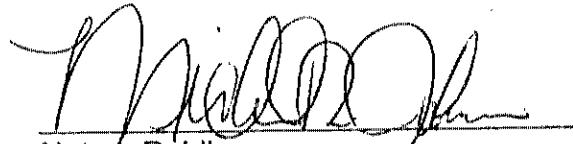
Michael R. Johnson  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

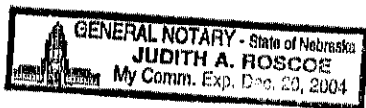
The foregoing instrument was acknowledged before me this 26th day of September, 2002, by Timothy J. Thorburn, Vice President, Catholic Bishop of Lincoln, a Nebraska nonprofit corporation.

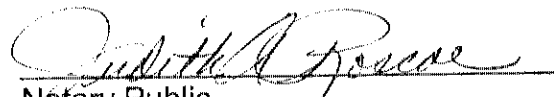


  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 14th day of October, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



  
Notary Public



# CERTIFICATE

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

I, Teresa J. Meier, 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 **Pine Lake Heights South 4<sup>th</sup> Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **Sept. 4, 2002**, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 16<sup>th</sup> day of Oct., 2002.

