

\$71.50

*Lincoln*  
PPM 100-2 P 5:16

INST. NO 99

042741

BLOCK  
110  
CODE  
VINHE2  
CHECKED  
ENTERED  
x

RESOLUTION NO. PC- 00512

1 A RESOLUTION accepting and approving the plat designated as **VINTAGE**  
2 **HEIGHTS 4TH 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 condi-  
5 tions.

6 WHEREAS, **Pine Lake Development, L.L.C.**, a Nebraska limited liability  
7 **company**, and **Lancaster County School District 001 a/k/a Lincoln Public Schools**,  
8 **a governmental entity**, owner of a tract of land legally described as:

9 Outlot "B" Vintage Heights 2nd Addition, Outlot "E" Vintage  
10 Heights 3rd Addition, and Lot 60 I.T., all located in the North  
11 Half of Section 14, Township 9 North, Range 7 East of the 6th  
12 P.M., City of Lincoln, Lancaster County, Nebraska, and more  
13 particularly described as follows:

14 Commencing from the northwest corner of the Northeast  
15 Quarter of said Section 14; thence southerly on an assumed  
16 bearing of south 00 degrees 41 minutes 04 seconds east along  
17 the west line of said Northeast Quarter, a distance of 50.00  
18 feet to a point of intersection with the south right-of-way line of  
19 Old Cheney Road, said point being the true point of beginning;  
20 thence south 89 degrees 43 minutes 02 seconds east along  
21 the north line of said Outlot "B" Vintage Heights 2nd Addition  
22 and Lot 60 I.T., said line being 50.00 feet south of and parallel  
23 with the north line of said Northeast Quarter, a distance of  
24 1327.51 feet to the northeast corner of said Lot 60 I.T.; thence  
25 south 00 degrees 11 minutes 08 seconds west along the east  
26 line of said Lot 60 I.T., a distance of 533.00 feet to a point of  
27 deflection; thence south 89 degrees 43 minutes 02 seconds  
28 east along the north line of said Lot 60 I.T., a distance of  
29 200.00 feet to a point of deflection; thence south 00 degrees  
30 11 minutes 08 seconds west along the east line of said Lot 60  
31 I.T., a distance of 997.22 feet to the southeast corner of said  
32 Lot 60 I.T.; thence north 89 degrees 48 minutes 52 seconds  
33 west along the south line of said Lot 60 I.T., a distance of  
34 195.52 feet to a point of deflection; thence north 78 degrees 29  
35 minutes 26 seconds west along the south line of said Lot 60

LL60 NE 1/4

x

1 I.T., a distance of 621.26 feet to a point of deflection; thence  
2 north 24 degrees 25 minutes 49 seconds west along the south  
3 line of said Lot 60 I.T., a distance of 10.57 feet to a point of  
4 deflection; thence north 89 degrees 43 minutes 02 seconds  
5 west along the south line of said Lot 60 I.T.; a distance of  
6 196.27 feet to a point of intersection with the west right-of-way  
7 line of Foxtail Drive, said point being a point of curvature;  
8 thence along a curve in a clockwise direction having a radius  
9 of 270.00 feet, arc length of 261.55 feet, delta angle of 55  
10 degrees 30 minutes 10 seconds, a chord bearing of south 66  
11 degrees 03 minutes 05 seconds west along said west right-of-  
12 way line, said line being the south line of said Outlot "E"  
13 Vintage Heights 3rd Addition, a distance of 251.44 feet to a  
14 point of tangency; thence north 86 degrees 11 minutes 51  
15 seconds west along the south line of said Outlot "E", a dis-  
16 tance of 123.54 feet to the southwest corner of said Outlot "E";  
17 thence north 03 degrees 48 minutes 09 seconds east along  
18 the west line of said Outlot "E", a distance of 131.12 feet to the  
19 northwest corner of said Outlot "E"; thence south 86 degrees  
20 14 minutes 27 seconds east along the north line of said Outlot  
21 "E", a distance of 29.20 feet to a point of intersection with the  
22 west line of said Lot 48 I.T.; thence north 00 degrees 11  
23 minutes 08 seconds east along the west line of said Lot 48 I.T.,  
24 a distance of 1034.95 feet to the southeast corner of said  
25 Outlot "B" Vintage Heights 2nd Addition; thence north 89  
26 degrees 56 minutes 53 seconds west along the south line of  
27 said Outlot "B", a distance of 131.34 feet to a point of intersec-  
28 tion with the east right-of-way line of South 91st Street; thence  
29 north 00 degrees 03 minutes 07 seconds east along said east  
30 right-of-way line, a distance of 30.00 feet to a point of deflec-  
31 tion; thence north 89 degrees 56 minutes 53 seconds west  
32 along the south line of said Outlot "B", a distance of 60.00 feet  
33 to a point of intersection with the west right-of-way line of  
34 South 91st Street; thence south 00 degrees 03 minutes 07  
35 seconds west along said west right-of-way line, a distance of  
36 37.05 feet to a point of deflection; thence north 89 degrees 56  
37 minutes 37 seconds west along the south line of said Outlot  
38 "B", a distance of 129.00 feet to the southwest corner of said  
39 Outlot "B"; thence north 00 degrees 03 minutes 07 seconds  
40 east along the west line of said Outlot "B", a distance of 338.23  
41 feet to the northwest corner of said Outlot "B", said point being  
42 on the south right-of-way line of Old Cheney Road; thence  
43 north 88 degrees 17 minutes 36 seconds east along the north  
44 line of said Outlot "B", a distance of 39.23 feet to a point of  
45 deflection; thence south 89 degrees 56 minutes 53 seconds  
46 east along the north line of said Outlot "B", said line being

1 50.00 feet south of and parallel with the north line of the  
2 Northwest Quarter of said Section 14, a distance of 75.09 feet  
3 to the true point of beginning, said tract contains a calculated  
4 area of 1,946,309.72 square feet or 44.68 acres, more or less;

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

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

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

11 1. That the plat of as an addition to the City of Lincoln, Nebraska, filed in the  
12 office of the Planning Department of said City by **Pine Lake Development, L.L.C., a**  
13 **Nebraska limited liability company, and Lancaster County School District 001 a/k/a**  
14 **Lincoln Public Schools, a governmental entity,** as owners is hereby accepted and  
15 approved, and said owners are given the right to plat said **VINTAGE HEIGHTS 4TH**  
16 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and  
17 approval are conditioned upon the following:

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

1 of sidewalks along both sides of the streets within the final plat and along Old Cheney  
2 Road adjacent to this plat as shown on the final plat. The construction shall be completed  
3 within four years following Planning Commission approval of this final plat.

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

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

14 Fifth: That said owners shall at their own cost and expense pay for  
15 all labor, material, engineering, and inspection costs in connection with the construction  
16 of drainage facilities as shown on the approved drainage study. The construction shall be  
17 completed within two years following Planning Commission approval of this final plat. The  
18 storm sewer for the school site has not been included in this surety amount.

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

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

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

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

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

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

23 The owners, their successors and assigns agree:

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

1 j. To perpetually maintain the bicycle trail easement at their own  
2 cost and expense.

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

5 l. To notify all lot purchasers of lots within Vintage Heights 4th  
6 Addition that said lots will be on a different water pressure district in the future which will  
7 increase their water pressure.

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

10 a. A bond or an approved escrow or security agreement in the  
11 sum of \$234,700.00 conditioned upon the strict compliance by said owners with the  
12 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

13 b. A bond or an approved escrow or security agreement in the  
14 sum of \$49,700.00 conditioned upon the strict compliance by said owners with the  
15 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

16 c. A bond or an approved escrow or security agreement in the  
17 sum of \$110,400.00 conditioned upon the strict compliance by said owners with the  
18 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

19 d. A bond or an approved escrow or security agreement in the  
20 sum of \$66,300.00 conditioned upon the strict compliance by said owners with the  
21 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

1 e. A bond or an approved escrow or security agreement in the  
2 sum of \$35,000.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

4 f. A bond or an approved escrow or security agreement in the  
5 sum of \$19,000.00 conditioned upon the strict compliance by said owners with the  
6 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

7 g. A bond or an approved escrow or security agreement in the  
8 sum of \$20,565.00 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

10 h. A bond or an approved escrow or security agreement in the  
11 sum of \$3,075.00 conditioned upon the strict compliance by said owners with the  
12 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

13 i. A bond or an approved escrow or security agreement in the  
14 sum of \$575.00 conditioned upon the strict compliance by said owners with the conditions  
15 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

16 j. A bond or an approved escrow or security agreement in the  
17 sum of \$700.00 conditioned upon the strict compliance by said owners with the conditions  
18 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

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

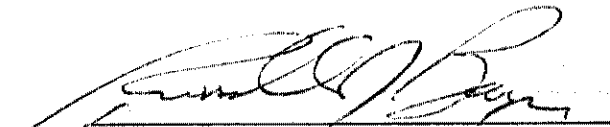


1           4.     Immediately upon the adoption of this resolution and receipt of the  
2 written agreement required herein, the City Clerk shall cause the final plat and a certified  
3 copy of this resolution together with said written agreement to be filed in the office of the  
4 Register of Deeds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

5           The foregoing Resolution was approved by the Lincoln City - Lancaster  
6 County Planning Commission on this   14   day of   July  , 1999.

7           Dated this   14   day of   July  , 1999.

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 **Pine Lake Development, L.L.C., a Nebraska limited liability company, and Lancaster County School District 001 a/k/a Lincoln Public Schools, a governmental entity**, 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 **VINTAGE HEIGHTS 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 **VINTAGE HEIGHTS 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 an erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to pay all improvement costs except those costs specifically subsidized by the Public Works & Utilities Department.
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 street trees and landscape screens along the south side of Old Cheney Road.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat.

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 those lots abutting Old Cheney Road.

9. The Subdivider agrees to perpetually maintain the bicycle trail easement at their own cost and expense.

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

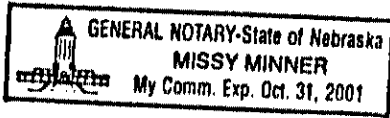
11. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible 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.

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



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 26 day of July, 1999, by Edward F. Zimmer, President, Lincoln Board of Education for Lancaster County School District 001.



Missy Minner  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 30 day of July, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross  
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 **Vintage Heights 4th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **July 14, 1999**, 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 August, 1999.

The seal of the City of Lincoln, Nebraska, is circular and features a central figure, possibly a Native American or a historical figure, surrounded by the text "CITY OF LINCOLN, NEBRASKA".  
Joan E. Ross  
Deputy City Clerk

*Ret to City Clerk*