LANCASTER COUNTY, NEB

May 13 | 14 PM '96

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INST. NO 96



RESOLUTION NO. PC- 00276

A RESOLUTION accepting and approving the plat designated as HIGHLANDS EAST 6TH 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, Highlands East Limited Partnership, a Nebraska limited partnership, owner of a tract of land legally described as:

Outlot "A", Highlands East 3rd Addition, located in Section 3, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing from the southwest corner of said Outlot "A", said point being the southeast corner of Lot 1, Block 5, Highlands West 1st Addition, said point being the true point of beginning; thence on an assumed bearing of north 30 degrees 34 minutes 53 seconds east along the northwest line of said Outlot "A", a distance of 631.34 feet to a point of deflection; thence south 59 degrees 25 minutes 07 seconds east along the northeast line of said Outlot "A", a distance of 120.00 feet to a point of deflection; thence north 30 degrees 34 minutes 53 seconds east along the northwest line of said Outlot "A", a distance of 17.52 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of 00 degrees 16 minutes 55 seconds, an arc distance of 2.36 feet, a radius of 480.00 feet, and a chord of north 30 degrees 43 minutes 21 seconds east along the northwest line of said Outlot "A", a distance of 2.36 feet to a point of deflection; thence north 59 degrees 08 minutes 11 seconds west along the southwest line of said Outlot "A", a distance of 119.99 feet to a point of deflection; thence north 34 degrees 33 minutes 12 seconds east along the northwest line of said Outlot "A", a distance of 77.23 feet to a point of deflection; thence north 41 degrees 55 minutes 59 seconds east along the northwest line of said Outlot "A", a distance of 77.23 feet to a point of deflection; thence north 49 degrees 18 minutes 47 seconds east along the northwest line of said Outlot "A", a distance of 77.23 feet to a

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point of deflection; thence north 56 degrees 38 minutes 35 seconds east along the northwest line of said Outlot "A", a distance of 76.19 feet to a point of deflection; thence north 62 degrees 23 minutes 33 seconds east along the northwest line of said Outlot "A", a distance of 67.41 feet to a point of deflection; thence north 62 degrees 56 minutes 28 seconds east along the northwest line of said Outlot "A", a distance of 126.00 feet to a point of deflection; thence north 65 degrees 24 minutes 21 seconds east along the northwest line of said Outlot "A", a distance of 74.32 feet to a point of deflection; thence north 74 degrees 51 minutes 53 seconds east along the north line of said Outlot "A", a distance of 79.86 feet to a point of deflection; thence north 85 degrees 02 minutes 46 seconds east along the north line of said Outlot "A", a distance of 79.86 feet to a point of deflection; thence south 84 degrees 46 minutes 21 seconds east along the north line of said Outlot "A", a distance of 79.86 feet to a point of deflection; thence south 74 degrees 35 minutes 28 seconds east along the north line of said Outlot "A", a distance of 79.86 feet to the northeast corner of said Outlot "A"; thence south 20 degrees 29 minutes 58 seconds west along the east line of said Outlot "A" and the west right-of-way line of Northwest 3rd Street, a distance of 180.00 feet to a point of deflection, said point being the southwest right-of-way corner of Northwest 3rd Street; thence around a curve in a clockwise direction having a delta angle of 05 degrees 04 minutes 55 seconds, an arc distance of 23.95 feet, a radius of 270.00 feet, and a chord of south 66 degrees 57 minutes 34 seconds east along the north line of said Outlot "A", said line being the south right-of-way line of Northwest 3rd Street, a distance of 23.94 feet to a point of tangency; thence south 64 degrees 25 minutes 07 seconds east along the north line of said Outlot "A", said line being the south right-of-way line of Northwest 3rd Street, a distance of 33.45 feet to the northeast corner of said Outlot "A", said point being the northwest corner of Lot 1, Block 3, Highlands East 4th Addition; thence south 25 degrees 34 minutes 53 seconds west along the east line of said Outlot "A", said line being the west line of said Lot 1, Block 3, Highlands East 4th Addition, a distance of 120.00 feet to a point of deflection, said point being the southwest corner of Lot 1, Block 3, Highlands East 4th Addition; thence south 64 degrees 25 minutes 07 seconds east along the northeast line of said Outlot "A", said line being the southwest line of Lots 1through 6, Block 3, Highlands East 4th Addition, a

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distance of 388.59 feet to a point of deflection, said point being the southeast corner of said Lot 6, Block 3, Highlands East 4th Addition; thence south 60 degrees 01 minutes 32 seconds east along the northeast line of said Outlot "A", said line being the southwest line of Lots 7 and 8, Block 3, Highlands East 4th Addition, a distance of 106.89 feet to a point of deflection, said point being the southeast corner of said Lot 8, Block 3, Highlands East 4th Addition; thence south 43 degrees 25 minutes 23 seconds east along the northeast line of said Outlot "A", said line being the southwest line of Lots 9 and 10, Block 3, Highlands East 4th Addition, a distance of 101.78 feet to a point of deflection, said point being the south corner of said Lot 10, Block 3, Highlands East 4th Addition; thence south 24 degrees 25 minutes 07 seconds east along the northeast line of said , said line being the southwest line of Lot 11, Block 3, Highlands East 4th Addition, a distance of 90.00 feet to a point of deflection, said point being the southwest corner of said Lot 11, Block 3, Highlands East 4th Addition, said point being on the north rightof-way line of Northwest 5th Street; thence south 65 degrees 34 minutes 53 seconds west along the south line of said Outlot "A", said line being the north right-ofway line of Northwest 5th Street, a distance of 29.17 feet to a point of deflection, said point being the northwest corner of said right-of-way; thence south 24 degrees 25 minutes 07 seconds east along the east line of said Outlot "A", said line being the west right-ofway line of Northwest 5th Street, a distance of 60.00 feet to a point of deflection, said point being the southwest corner of said right-of-way; thence north 65 degrees 34 minutes 53 seconds east along the north line of said Outlot "A", said line being the south right-ofway line of Northwest 5th Street, a distance of 30.00 feet to a point of deflection, said point being the northwest corner of Lot 1, Block 4, Highlands East 4th Addition; thence south 24 degrees 25 minutes 07 seconds east along the east line of said Outlot "A", said line being the west line of Lots 1 and 2, Block 4, Highlands East 4th Addition, a distance of 140.00 feet to the southeast corner of said Outlot "A", said point being the southwest corner of said Lot 2, Block 4, Highlands East 4th Addition; thence south 65 degrees 34 minutes 53 seconds west along the southeast line of said Outlot "A", said line being the northwest line of Lot 1, Block 3, Highlands East 3rd Addition, a distance of 110.00 feet to a point of deflection, said point being the northwest corner of said Lot 1, Block 3, Highlands East

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3rd Addition; thence north 24 degrees 25 minutes 07 seconds west along the southwest line of said Outlot "A", said line being the northeast right-of-way line of Northwest 4th Street, a distance of 63.03 feet to a point of deflection, said point being the northeast corner of said right-of-way; thence south 65 degrees 34 minutes 53 seconds west along the south line of said Outlot "A", said line being the northwest right-of-way line of Northwest 4th Street, a distance of 60.00 feet to a point of deflection, said point being the northwest corner of said right-of-way; thence south 24 degrees 25 minutes 07 seconds east along the northeast line of said Outlot "A", said line being the southwest right-of-way line of Northwest 4th Street, a distance of 30.00 feet to a point of deflection, said point being the northeast corner of Lot 4, Block 4, Highlands East 3rd Addition; thence south 65 degrees 34 minutes 53 seconds west along the southeast line of said Outlot "A", said line being the northwest line of Lots 4 through 1, Block 4, Highlands East 3rd Addition, a distance of 285.81 feet to a point of deflection, said point being the northwest corner of said Lot 1, Block 4, Highlands East 3rd Addition; thence south 71 degrees 10 minutes 10 seconds west along the southeast line of said Outlot "A", said line being the northwest line of Lot 10, Block 1, Highlands North Addition, a distance of 90.19 feet to a point of deflection, said point being the northwest corner of said Lot 10, Block 1, Highlands North Addition; thence north 61 degrees 42 minutes 53 seconds west along the southwest line of said Outlot "A", said line being the northeast line of Lot 7, Block 1, Highlands North Addition, a distance of 89.37 feet to a point of deflection, said point being the north corner of said Lot 7, Block 1, Highlands North Addition; thence north 65 degrees 14 minutes 50 seconds west along the southwest line of said Outlot "A", said line being the northeast line of Lots 6 through 1, Block 1, Highlands North Addition, and the northeast right-of-way line of West Sally Street, a distance of 464.87 feet to a point of deflection, said point being the north corner of said right-of-way; thence south 31 degrees 10 minutes 35 seconds west along the southeast line of said Outlot "A", said line being the northwest right-of-way line of West Sally Street, a distance of 20.51 feet to a point of deflection, said point being the northeast corner of Outlot "A", Highlands East 5th Addition; thence north 58 degrees 49 minutes 25 seconds west along the southwest line of said Outlot "A", said line being the northeast line of said Outlot "A", Highlands East 5th Addition, a

distance of 110.00 feet to a point of deflection, said point being the north corner of said Outlot "A' Highlands East 5th Addition; thence south 31 degrees 10 minutes 35 seconds west along the southeast line of said Outlot "A", said line being the northwest line of Outlot "A", and Lots 5 and 4, Highlands East 5th Addition, a distance 224.20 feet to a point of deflection, said point being the northeast corner of Lot 2, Block 1, Highlands East 5th Addition; thence north 58 degrees 55 minutes 40 seconds west along the southwest line of said Outlot "A", said line being the northeast line of Lots 1 and 2, Block 1, Highlands East 5th Addition, a distance of 140.20 feet to a point of deflection, said point being the northwest corner of Lot 1, Block 1, Highlands East 5th Addition; thence south 31 degrees 04 minutes 20 seconds west along the southeast line of said Outlot "A", said line being the northwest line of Lot 1, Block 1, Highlands East 5th Addition, a distance of 110.00 feet to a point of deflection, said point being the southwest corner of Lot 1, Block 1, Highlands East 5th Addition; thence north 58 degrees 55 minutes 40 seconds west along the southwest line of said Outlot "A", said line being the northeast right-of-way line of West Katleman Drive, a distance of 26.52 feet to a point of curvature; thence around a curve in a counterclockwise direction having a delta angle of 26 degrees 04 minutes 48 seconds, an arc distance of 252.12 feet, a radius of 553.90 feet, and a chord of north 71 degrees 58 minutes 04 seconds west along the southwest line of said Outlot "A", said line being the northeast right-ofway line of West Katleman Drive, a distance of 249.95 feet to the point of beginning, said tract contains a calculated area of 22.48 acres more or less;

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has 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 HIGHLANDS EAST 6TH ADDITION as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of

said City by Highlands East Limited Partnership, a Nebraska limited partnership, as owner is hereby accepted and approved, and said owner is given the right to plat said HIGHLANDS EAST 6TH ADDITION as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

First: That said owner shall at its 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 owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of sidewalks along both sides of all interior trees and along West Katleman Drive adjacent to this plat. The construction shall be completed within four years following Planning Commission approval of this final plat.

Third: That said owner shall at its 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.

Fourth: That said owner shall at its 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.

Fifth: That said owner shall at its 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.

Sixth: That said owner shall at its 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.

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

Eighth: That said owner shall at its 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.

Ninth: That said owner shall at its 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 prior to adoption of this resolution, said owner shall enter into a written agreement with the City which shall provide as follows:

The owner, its successors and assigns agree:

- a. To submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
- b. To complete the private improvements shown on the preliminary plat.
- c. To maintain the outlots and private improvements on a permanent and continuous basis. However, the owner may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The owner shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- d. To submit to the lot buyers and homebuilders a copy of the soil analysis.
  - e. To pay all improvement costs.
- f. To protect the trees that are to remain on the site during construction and development.
- g. To complete the improvements required by the Real Estate Sales Agreement as executed between the developers and the City during the sale of this property.

h. To comply with the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

- i. To complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
- 3. That said owner 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 \$111,000.00 conditioned upon the strict compliance by said owner 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 \$25,000.00 conditioned upon the strict compliance by said owner 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 \$35,700.00 conditioned upon the strict compliance by said owner 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 \$37,800.00 conditioned upon the strict compliance by said owner 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 \$27,000.00 conditioned upon the strict compliance by said owner 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 \$11,500.00 conditioned upon the strict compliance by said owner 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 \$10,185.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.
- h. A bond or an approved escrow or security agreement in the sum of \$575.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution. The bonds required above shall be subject to approval by the City Attorney.
- i. A bond or an approved escrow or security agreement in the sum of \$1,800.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

In the event that said owner or its surety shall fail to satisfy the conditions herein set forth within the time specified in this resolution, the City may cause the required work to be performed and recover the cost thereof from said owner and its surety.

4. Immediately upon the adoption of this resolution, the City Clerk shall cause the final plat and a certified copy of this resolution together

with the written agreement required herein to be filed in the office of the
Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by
said owner.
The foregoing Resolution was approved by the Lincoln City - Lancaster
County Planning Commission on this 27th day of March, 1996.
Dated this 27 day of March, 1996.
ATTEST:
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Approved as to Form & Legality:

Assistant City Attorney

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## AGREEMENT

THIS AGREEMENT is made and entered into by and between Highlands East Limited Partnership, a Nebraska limited partnership, hereinafter called "Subdivider", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of HIGHLANDS EAST 6TH 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 HIGHLANDS EAST 6TH ADDITION, it is agreed by and between Subdivider and City as follows:

- The Subdivider agrees to submit to the Director of Public Works
  a plan showing proposed measures to control sedimentation and erosion and the
  proposed method to temporarily stabilize all graded land for approval.
- 2. The Subdivider agrees to complete the private improvements shown on the preliminary plat.
- 3. 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.

- 4. The Subdivider agrees to submit to the lot buyers and homebuilders a copy of the soil analysis.
  - 5. The Subdivider agrees to pay all improvement costs.
- 6. The Subdivider agrees to protect the trees that are to remain on the site during construction and development.
- 7. The Subdivider agrees to complete the improvements required by the Real Estate Sales Agreement as executed between the developers and the City during the sale of this property.
- 8. The Subdivider agrees to comply with the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
- 9. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
- 10. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 7th day of more, 1996.

ATTEST:

HIGHLANDS EAST LIMITED PARTNERSHIP, a Nebraska limited partnership,

RIDGE DEVELOPMENT COMPANY, a Nebraska corporation, Co-General Partner,

Thomas E. White, President of

Development Division

AGU CROLOC Secretary

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HIGHLANDS EAST LIMITED PARTNERSHIP, a Nebraska limited partnership,

RIDGE DEVELOPMENT COMPANY, a Nebraska corporation, Co-General Partner,

Secretary

John C. Brager, President of Construction Division

ATTEST:

HIGHLANDS EAST LIMITED PARTNERSHIP, a Nebraska limited partnership,

HIGHLANDS DEVELOPMENT CORP., a Nebraska corporation, Co-General Partner,

Secretary

Gerald L. Schleich, President

ATTEST:

CITY OF LINCOLN, NEBRASKA, a municipal corporation

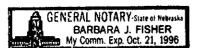
Mayor

STATE OF NEBRASKA

ss.

COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this Sto day of North 1996, by Thomas E. White, President of Development for Ridge Development Company, a Nebraska corporation, Co-General Partner to Highlands East Limited Partnership, a Nebraska limited partnership, on behalf of the company and partnership.



Notary Public

STATE OF NEBRASKA ) ) ss.				
COUNTY OF LANCASTER )				
The foregoing instrument was acknowledged before me this $3 \times n$ day of $19 \times n$ , $19 \times n$ , by John C. Brager, President of Construction for Ridge Development Company, a Nebraska Corporation, Co-General Partner to Highlands East Limited Partnership, a Nebraska limited partnership, on behalf of the company and partnership.				
GENERAL NOTARY-State of Medicaska BARBARA J. FISHER My Comm. Exp. Oct. 21, 1996  Notary Public				
STATE OF NEBRASKA				
STATE OF NEBRASKA ) ) ss. COUNTY OF LANCASTER )				
The foregoing instrument was acknowledged before me this <u>Fith</u> day of 1996, by Gerald L. Schleich, President of Highlands Development Corporation, a Nebraska corporation, Co-General Partner of Highlands East Limited Partnership, a Nebraska limited partnership, on behalf of the corporation and partnership.				
GENERAL NOTARY-State of Nebraska BARBARA J. FISHER My Comm. Exp. Oct. 21, 1996  Notary Public				
STATE OF NEBRASKA )				
STATE OF NEBRASKA ) ) ss.  COUNTY OF LANCASTER )				
The foregoing instrument was acknowledged before me this day of the City of Lincoln, Nebraska, a municipal corporation.				
GENERAL NOTARY-State of Nebraska JOAN V. RAY Notary Public  Notary Public				

## 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 **Highlands East** 6th Addition and the Agreement as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held March 27, 1996, 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 3rd day of May, 1996.

Deputy City Clerk

Ret to clerk