

Dan Gallo
REGISTERED PLAT OFFICER

Dec 27 2 56 PM '96

#70 50

INST. NO 96

051265

BLOCK
Not/lock
CODE

HIEA/6
CHECKED

ENTERED
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EDITED

*Pat Owen-Ross
City Clerk*

RESOLUTION NO. PC- 00336

1 A RESOLUTION accepting and approving the plat designated as **HIGHLANDS**
2 **EAST 7TH 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
4 herein specified and providing for sureties conditioned upon the strict
5 compliance with such conditions.

6 WHEREAS, **Highlands East Limited Partnership**, a Nebraska limited
7 partnership, owner of a tract of land legally described as:

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

12 Commencing from the southeast corner of said Outlot "A",
13 said point being the northwest corner of Lot 8, Block 3,
14 Highlands East 3rd Addition, said point being the true
15 point of beginning; thence on an assumed bearing of
16 south 65 degrees 34 minutes 53 seconds west along the
17 southeast line of said Outlot "A", said line being the
18 northwest line of Lot 1, Block 3, Highlands East 3rd
19 Addition, a distance of 110.00 feet to the northwest
20 corner of Lot 1, Block 3, Highlands East 3rd Addition,
21 said point being on the northeast right-of-way line of
22 Northwest 4th Street; thence north 24 degrees 25 minutes
23 07 seconds west along the southwest line of said Outlot
24 "A", said line being the northeast right-of-way line of
25 Northwest 4th Street, a distance of 63.03 feet to the
26 northeast right-of-way corner of Northwest 4th Street;
27 thence south 65 degrees 34 minutes 53 seconds west along
28 the southeast line of said Outlot "A", said line being
29 the northwest right-of-way line of Northwest 4th Street,
30 a distance of 60.00 feet to the northwest right-of-way
31 corner of Northwest 4th Street; thence south 24 degrees
32 25 minutes 07 seconds east along the northeast line of
33 said Outlot "A", said line being the southwest right-of-
34 way line of Northwest 4th Street, a distance of 30.00
35 feet to the northeast corner of Lot 4, Block 4, High-
36 lands East 3rd Addition; thence south 65 degrees 34
37 minutes 53 seconds west along the southeast line of said
38 Outlot "A", said line being the northwest line of Lots
39 4 through 1, Block 4, Highlands East 3rd Addition, a

1 distance of 285.81 feet to the northwest corner of Lot
2 1, Block 3, Highlands East 3rd Addition; thence south 71
3 degrees 10 minutes 10 seconds west along the southeast
4 line of said Outlot "A", said line being the northwest
5 line of Lot 10, Block 1, Highlands North Addition, a
6 distance of 90.19 feet to the most southern corner of
7 said Outlot "A"; thence north 61 degrees 42 minutes 53
8 seconds west along the southwest line of said Outlot
9 "A", said line being the northeast line of Lot 7, Block
10 1, Highlands North Addition, a distance of 89.37 feet to
11 a point of deflection; thence north 65 degrees 14
12 minutes 50 seconds west along the southwest line of said
13 Outlot "A", said line being the northeast line of Lots
14 7 through 1, Block 1, Highlands North Addition and the
15 northeast right-of-way line of West Sally Street, a
16 distance of 464.87 feet to the northwest right-of-way
17 corner of West Sally Street; thence south 31 degrees 10
18 minutes 35 seconds west along the southeast line of said
19 Outlot "A", said line being the northwest right-of-way
20 line of West Sally Street, a distance of 20.51 feet to
21 the northeast corner of Outlot "A", Highlands East 5th
22 Addition; thence north 58 degrees 49 minutes 25 seconds
23 west along the southwest line of said Outlot "A", said
24 line being the northeast line of Outlot "A", Highlands
25 East 5th Addition, a distance of 110.00 feet to the
26 northwest corner of Outlot "A", Highlands East 5th
27 Addition; thence north 31 degrees 10 minutes 35 seconds
28 east along the northwest line of said Outlot "A", said
29 line being the southeast line of Lot 5, Block 2,
30 Highlands East 6th Addition, a distance of 71.56 feet to
31 the northeast corner of Lot 5, Block 2, Highlands East
32 6th Addition; thence north 53 degrees 21 minutes 11
33 seconds west along the southwest line of said Outlot
34 "A", said line being the northeast line of Lots 5
35 through 7, Block 2, Highlands East 6th Addition, a
36 distance of 162.72 feet to the most western point of
37 said Outlot "A", said point being the most southern
38 corner of Lot 8, Block 2, Highlands East 6th Addition;
39 thence north 36 degrees 38 minutes 49 seconds east along
40 the northwest line of said Outlot "A", said line being
41 the southeast line of Lot 8, Block 2, Highlands East 6th
42 Addition, a distance of 110.00 feet to the northeast
43 corner of Lot 8, Block 2, Highlands East 6th Addition,
44 said point being on the southwest right-of-way line of
45 Northwest 5th Street; thence south 53 degrees 21 minutes
46 11 seconds east along the northeast line of said Outlot
47 "A", said line being the southwest right-of-way line of
48 Northwest 5th Street, a distance of 30.00 feet to the
49 southwest right-of-way corner of Northwest 5th Street;

1 thence north 36 degrees 38 minutes 49 seconds east along
2 the northwest line of said Outlot "A", said line being
3 the southeast right-of-way line of Northwest 5th Street,
4 a distance of 60.00 feet to the southeast right-of-way
5 corner of Northwest 5th Street; thence north 53 degrees
6 21 minutes 11 seconds west along the southwest line of
7 said Outlot "A", said line being the northeast right-of-
8 way line of Northwest 5th Street, a distance of 20.25
9 feet to the most southern corner of Lot 1, Block 3,
10 Highlands East 6th Addition; thence north 36 degrees 38
11 minutes 49 seconds east along the northwest line of said
12 Outlot "A", said line being the southeast line of Lot 1,
13 Block 3, Highlands East 6th Addition, a distance of
14 81.59 feet to the northeast corner of Lot 1, Block 3,
15 Highlands East 6th Addition; thence north 49 degrees 35
16 minutes 50 seconds east along the northwest line of said
17 Outlot "A", said line being the southeast line of Lot
18 2, Block 3, Highlands East 6th Addition, a distance of
19 58.63 feet to the southeast corner of Lot 2, Block 3,
20 Highlands East 6th Addition; thence north 56 degrees 34
21 minutes 53 seconds east along the northwest line of said
22 Outlot "A", said line being the southeast line of Lot 3,
23 Block 3, Highlands East 6th Addition, a distance of
24 91.77 feet to the most eastern corner of Lot 3, Block 3,
25 Highlands East 6th Addition, said point being on the
26 southwest right-of-way line of Northwest 4th Street;
27 thence south 33 degrees 25 minutes 07 seconds east along
28 the northeast line of said Outlot "A", said line being
29 the southwest right-of-way line of Northwest 4th Street,
30 a distance of 7.56 feet to a point of curvature; thence
31 around a curve in a counterclockwise direction having a
32 delta angle of 15 degrees 33 minutes 35 seconds, an arc
33 distance of 42.09 feet, a radius of 155.00 feet, and a
34 chord of south 41 degrees 11 minutes 54 seconds east
35 along the northwest line of said Outlot "A", said line
36 being the southwest right-of-way line of Northwest 4th
37 Street, a distance of 41.96 feet to the southwest right-
38 of-way corner of Northwest 4th Street; thence north 41
39 degrees 01 minutes 18 seconds east along the northwest
40 line of said Outlot "A", said line being the southeast
41 right-of-way line of Northwest 4th Street and the
42 southeast line of Lot 1, Block 4, Highlands East 6th
43 Addition, a distance of 153.90 feet to the most northern
44 corner of said Outlot "A", said point being the south-
45 west corner of Lot 2, Block 4, Highlands East 6th
46 Addition; thence south 77 degrees 58 minutes 07 seconds
47 east along the north line of said Outlot "A", said line
48 being the south line of Lots 2 and 3, Block 4, Highlands
49 East 6th Addition, a distance of 111.21 feet to the

1 southwest corner of Lot 4, Block 4, Highlands East 6th
2 Addition; thence south 64 degrees 25 minutes 07 seconds
3 east along the northeast line of said Outlot "A", said
4 line being the southwest line of Lot 4, Block 4,
5 Highlands East 6th Addition, and the southwest line of
6 Lots 1 through 6, Block 3, Highlands East 4th Addition,
7 a distance of 453.59 feet to the southeast corner of Lot
8 6, Block 3, Highlands East 4th Addition; thence south 60
9 degrees 01 minutes 32 seconds east along the northeast
10 line of said Outlot "A", said line being the southwest
11 line of Lots 7 and 8, Block 3, Highlands East 4th
12 Addition, a distance of 106.89 feet to the southeast
13 corner of Lot 8, Block 3, Highlands East 4th Addition;
14 thence south 43 degrees 25 minutes 23 seconds east along
15 the northeast line of said Outlot "A", said line being
16 the southwest line of Lots 9 and 10, Block 3, Highlands
17 East 4th Addition, a distance of 101.78 feet to the
18 northwest corner of Lot 11, Block 3, Highlands East 4th
19 Addition; thence south 24 degrees 25 minutes 07 seconds
20 east along the northeast line of said Outlot "A", said
21 line being the southwest line of Lot 11, Block 3,
22 Highlands East 4th Addition, a distance of 90.00 feet to
23 the southwest corner of said Lot 11, Block 3, Highlands
24 East 4th Addition, said point being on the north right-
25 of-way line of Northwest 5th Street; thence south 65
26 degrees 34 minutes 53 seconds west along the southeast
27 line of said Outlot "A", said line being the northwest
28 right-of-way line of Northwest 5th Street, a distance of
29 29.17 feet to the northwest right-of-way corner of
30 Northwest 5th Street; thence south 24 degrees 25 minutes
31 07 seconds east along the northeast line of said Outlot
32 "A", said line being the southwest right-of-way line of
33 Northwest 5th Street, a distance of 60.00 feet to the
34 southwest right-of-way corner of Northwest 5th Street;
35 thence north 65 degrees 34 minutes 53 seconds east along
36 the northwest line of said Outlot "A", said line being
37 the southeast right-of-way line of Northwest 5th Street,
38 a distance of 30.00 feet to the northwest corner of Lot
39 1, Block 4, Highlands East 4th Addition; thence south 24
40 degrees 25 minutes 07 seconds east along the northeast
41 line of said Outlot "A", said line being the southwest
42 line of Lots 1 and 2, Block 4, Highlands East 4th
43 Addition, a distance of 140.00 feet to the point of
44 beginning, said tract contains a calculated area of
45 13.02 acres more or less;

46 has filed said plat in the office of the Planning Department of the City of
47 Lincoln, Nebraska, with a request for approval and acceptance thereof; and

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

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

5 1. That the plat of **HIGHLANDS EAST 7TH ADDITION** as an addition to
6 the City of Lincoln, Nebraska, filed in the office of the Planning Department of
7 said City by **Highlands East Limited Partnership, a Nebraska limited partnership,**
8 as owner is hereby accepted and approved, and said owner is given the right to
9 plat said **HIGHLANDS EAST 7TH ADDITION** as an addition to said City in accordance
10 therewith. Such acceptance and approval are conditioned upon the following:

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

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

22 Third: That said owner shall at its own cost and expense pay
23 for all labor, material, engineering, and inspection costs in connection with the
24 construction of a public water distribution system as shown on the approved

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

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

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

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

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

23 Eighth: That said owner shall at its own cost and expense pay
24 for all labor, material, and related costs in connection with the installation
25 of street name signs as approved by the Public Works Department. This

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

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

8 2. That prior to adoption of this resolution, said owner shall enter
9 into a written agreement with the City which shall provide as follows:

10 The owner, its successors and assigns agree:

11 a. To submit to the Director of Public Works a plan showing
12 proposed measures to control sedimentation and erosion and the proposed method
13 to temporarily stabilize all graded land for approval.

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

22 c. To submit to the lot buyers and homebuilders a copy of
23 the soil analysis.

24 d. To pay all improvement costs.

1 e. To protect the trees that are to remain on the site
2 during construction and development.

3 f. To complete the improvements required by the Real Estate
4 Sales Agreement as executed between the developers and the City during the sale
5 of this property.

6 g. To comply with the Land Preparation and Grading
7 requirements of the Land Subdivision Ordinance.

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

10 3. That said owner shall, prior to adoption of this resolution,
11 execute and deliver to the City of Lincoln:

12 a. A bond or an approved escrow or security agreement in the
13 sum of \$83,000.00 conditioned upon the strict compliance by said owner with the
14 conditions contained in paragraph designated "First" of Paragraph 1 of this
15 resolution.

16 b. A bond or an approved escrow or security agreement in the
17 sum of \$25,000.00 conditioned upon the strict compliance by said owner with the
18 conditions contained in paragraph designated "Second" of Paragraph 1 of this
19 resolution.

20 c. A bond or an approved escrow or security agreement in the
21 sum of \$26,000.00 conditioned upon the strict compliance by said owner with the
22 conditions contained in paragraph designated "Third" of Paragraph 1 of this
23 resolution.

24 d. A bond or an approved escrow or security agreement in the
25 sum of \$30,500.00 conditioned upon the strict compliance by said owner with the

1 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
2 resolution.

3 e. A bond or an approved escrow or security agreement in the
4 sum of \$15,800.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
6 resolution.

7 f. A bond or an approved escrow or security agreement in the
8 sum of \$8,400.00 conditioned upon the strict compliance by said owner with the
9 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
10 resolution.

11 g. A bond or an approved escrow or security agreement in the
12 sum of \$8,137.50 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
14 resolution.

15 h. A bond or an approved escrow or security agreement in the
16 sum of \$115.00 conditioned upon the strict compliance by said owner with the
17 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
18 resolution.

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

23 The bonds required above shall be subject to approval by the City
24 Attorney. In the event that said owner or its surety shall fail to satisfy the
25 conditions herein set forth within the time specified in this resolution, the

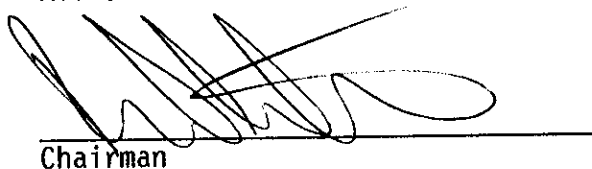
1 City may cause the required work to be performed and recover the cost thereof
2 from said owner and its surety.

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

8 The foregoing Resolution was approved by the Lincoln City - Lancaster
9 County Planning Commission on this 18 day of December, 1996.

10 Dated this 18 day of December, 1996.

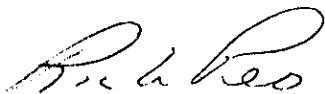
ATTEST:



A handwritten signature in black ink, appearing to be 'R. H. Reo', is written over a horizontal line.

Chairman

Approved as to Form & Legality:



A handwritten signature in black ink, appearing to be 'R. H. Reo', is written over a horizontal line.

Assistant City Attorney

A G R E E M E N T

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 7TH 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 7TH ADDITION, it is agreed by and between Subdivider and City as follows:

1. 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 submit to the lot buyers and homebuilders a copy of the soil analysis.
3. The Subdivider agrees to pay all improvement costs.
4. The Subdivider agrees to protect the trees that are to remain on the site during construction and development.
5. 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.

6. The Subdivider agrees to comply with the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

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.

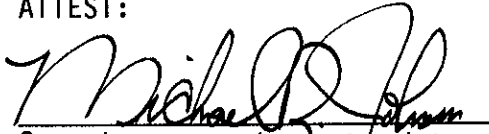
8. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible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

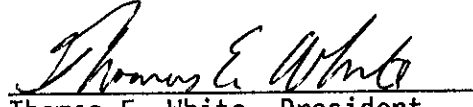
9. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.


Dated this 13th day of December, 1996.

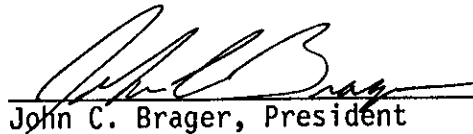
HIGHLANDS EAST LIMITED PARTNERSHIP,
a Nebraska Limited Partnership,
By: RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,
Co-General Partner,

ATTEST:


~~Secretary~~ Michael R. Johnson

By: 
Thomas E. White, President
Development Division
Ridge Development Company



~~Secretary~~ Michael R. Johnson

By: 
John C. Brager, President
Construction Division
Ridge Development Company

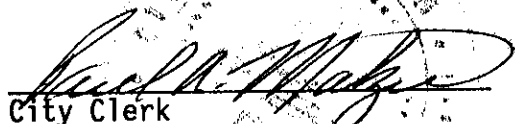
HIGHLANDS EAST LIMITED PARTNERSHIP,
a Nebraska Limited Partnership,
By: SOUTHVIEW, INC.,
a Nebraska corporation,
Co-General Partner,

ATTEST:

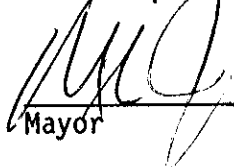

Secretary Michael R. Johnson


Gerald L. Schleich, President
Southview, Inc.

ATTEST:

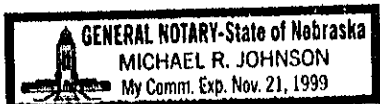

City Clerk

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

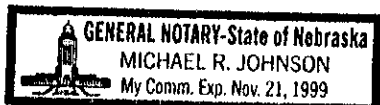
The foregoing instrument was acknowledged before me this 13th day of December, 1996, by Thomas E. White, President of Ridge Development Company, Development Division a Nebraska corporation, on behalf of the corporation.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

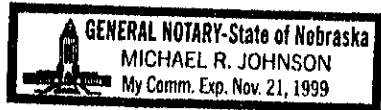
The foregoing instrument was acknowledged before me this 13th day of December, 1996, by John C. Brager, President of Ridge Development Company, Construction Division, a Nebraska corporation, on behalf of the corporation.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 13th day of December, 1996, by Gerald L. Schleich, President of Southview Inc., a Nebraska corporation, on behalf of the corporation.



[Handwritten Signature]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of December, 1996, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Handwritten Signature]

Notary Public