

Oct 16 10 06 AM '97

#8550

INST. NO 97

043123

BLOCK

CODE

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#8550

RESOLUTION NO. PC- 00395

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

6 WHEREAS, **Regent Heights Limited Partnership**, a Nebraska limited  
 7 partnership, **Clayton K. Yeutter and Cristena Bach Yeutter**, as co-trustees of the  
 8 **Clayton K. Yeutter Trust**, and **Northern Lights, L.L.C.**, a Nebraska limited  
 9 liability company, owner of a tract of land legally described as:

10 Lot 7 I.T., Lot 8 I.T., Lot 26 I.T., Lot 27 I.T., Lot 82  
 11 I.T., and Lot 83 I.T., all located in the Southeast  
 12 Quarter of Section 15, Township 10 North, Range 7 East  
 13 of the 6th P.M., City of Lincoln, Lancaster County,  
 14 Nebraska, and more particularly described as follows:

15 Commencing from the northwest corner of the Southeast  
 16 Quarter of said Section 15, said point being the  
 17 northwest corner of said Lot 26 I.T. and the true point  
 18 of beginning; thence on an assumed bearing of north 89  
 19 degrees 19 minutes 23 seconds east along the north line  
 20 of the Southeast Quarter of said Section 15, said line  
 21 being the north line of said Lot 26 I.T., Lot 8 I.T.,  
 22 and Lot 27 I.T., a distance of 1314.75 feet to the  
 23 northeast corner of said Lot 27 I.T., said point being  
 24 the northeast corner of the Northwest Quarter of the  
 25 Southeast Quarter of said Section 15; thence south 00  
 26 degrees 01 minutes 22 seconds east along the east line  
 27 of said Lot 27 I.T., said line being the east line of  
 28 the Northwest Quarter of the Southeast Quarter of said  
 29 Section 15, a distance of 33.00 feet to the northwest  
 30 corner of said Lot 82 I.T.; thence north 89 degrees 18  
 31 minutes 42 seconds east along the north line of said Lot  
 32 82 I.T., and Lot 83 I.T., said line being 33.00 feet  
 33 south of and parallel with the north line of Southeast  
 34 Quarter of said Section 15, a distance of 882.11 feet to  
 35 the northeast corner of said Lot 83 I.T.; thence south  
 36 00 degrees 02 minutes 13 seconds east along the east  
 37 line of said Lot 83 I.T., a distance of 400.00 feet to

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the southwest corner of Lot 64 I.T.; thence north 89 degrees 18 minutes 42 seconds east along the north line of said Lot 83 I.T., said line being the south line of Lot 64 I.T., a distance of 383.00 feet to the northeast corner of said Lot 83 I.T.; thence south 00 degrees 02 minutes 13 seconds east along the east line of said Lot 83 I.T., said line being 50.00 feet west of and parallel with the east line of said Section 15, a distance of 922.62 feet to a point of deflection; thence south 71 degrees 31 minutes 42 seconds west along the southeast line of said Lot 83 I.T., a distance of 63.25 feet to a point of deflection; thence south 00 degrees 02 minutes 13 seconds east along the east line of said Lot 83 I.T., said line being 110.00 feet west of and parallel with the east line of said Section 15, a distance of 60.00 feet to a point of deflection; thence south 71 degrees 36 minutes 07 seconds east along the northeast line of said Lot 83 I.T., a distance of 63.25 feet to a point of deflection; thence south 00 degrees 02 minutes 13 seconds east along the east line of said Lot 83 I.T., said line being 50.00 feet west of and parallel with the east line of said Section 15, a distance of 1123.39 feet to a point of deflection; thence south 44 degrees 43 minutes 04 seconds west along the southeast line of said Lot 83 I.T., a distance of 43.21 feet to a point of deflection; thence south 89 degrees 28 minutes 20 seconds west along the south line of said Lot 83 I.T., said line being 50.00 feet north of and parallel with the south line of said Section 15, a distance of 220.00 feet to a point of deflection; thence south 00 degrees 31 minutes 40 seconds east along the east line of said Lot 83 I.T., a distance of 17.00 feet to a point of deflection; thence south 89 degrees 28 minutes 20 seconds west along the south line of said Lot 83 I.T., said line being 33.00 feet north of and parallel with the south line of said Section 15, a distance of 1015.43 feet to the southwest corner of said Lot 83 I.T.; thence north 00 degrees 01 minutes 22 seconds west along the west line of said Lot 83 I.T., said line being the west line of the Southeast Quarter of the Southeast Quarter of said Section 15, a distance of 1295.18 feet to the southeast corner of said Lot 27 I.T.; thence south 89 degrees 24 minutes 08 seconds west along the south line of said Lot 27 I.T., and Lot 26 I.T., said line being the south line of the Northwest Quarter of the Southeast Quarter of said Section 15, a distance of 1315.22 feet to the southwest corner of said Lot 26 I.T.; thence north 00 degrees 00 minutes 06 seconds west along the west line of said Lot 26 I.T., said line being the west

1 line of the Northwest Quarter of the Southeast Quarter  
2 of said Section 15, a distance of 1325.90 feet to the  
3 point of beginning; said tract contains a calculated  
4 area of 111.59 acres, or 4,861,266 square feet, more or  
5 less;

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

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

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

12 1. That the plat of **NORTHERN LIGHTS ADDITION** as an addition to the  
13 City of Lincoln, Nebraska, filed in the office of the Planning Department of said  
14 City by **Regent Heights Limited Partnership, a Nebraska limited partnership,**  
15 **Clayton K. Yeutter and Cristena Bach Yeutter, as co-trustees of the Clayton K.**  
16 **Yeutter Trust, and Northern Lights, L.L.C., a Nebraska limited liability company,**  
17 as owners is hereby accepted and approved, and said owners are given the right  
18 to plat said **NORTHERN LIGHTS ADDITION** as an addition to said City in accordance  
19 therewith. Such acceptance and approval are conditioned upon the following:

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

1                   Second: That said owners shall at their own cost and expense  
2 pay for all labor, material, engineering, and inspection costs in connection with  
3 the construction of street improvements, including the grading, paving, and  
4 installation of curb and gutter, curb inlets, and storm drain laterals for North  
5 78th Street as shown on the approved final plat. The construction shall be  
6 completed within two years following Planning Commission approval of this final  
7 plat.

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

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

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

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

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

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

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

23                   Tenth: That said owners shall at their own cost and expense  
24 pay for all labor, material, engineering, and inspection costs in connection with  
25 the installation of an ornamental street lighting system within this plat and

1 along the north side of Leighton Avenue as required by the preliminary plat. The  
2 construction shall be completed within two years following Planning Commission  
3 approval of this final plat.

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

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

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

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

20 The owners, their successors and assigns agree:

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

24 b. To protect the remaining trees on the site during  
25 construction and development.

- 1 c. To pay all improvement costs.
- 2 d. To submit to lot buyers and home builders a copy of the  
3 soil analysis.
- 4 e. To complete the private improvements shown on the  
5 preliminary plat.
- 6 f. To maintain the outlots and private improvements on a  
7 permanent and continuous basis. However, the owners may be relieved and  
8 discharged of this maintenance obligation upon creating in writing a permanent  
9 and continuous association of property owners who would be responsible for said  
10 permanent and continuous maintenance. The owners shall not be relieved of such  
11 maintenance obligation until the document or documents creating said property  
12 owners association have been reviewed and approved by the City Attorney and filed  
13 of record with the Register of Deeds.
- 14 g. To comply with the provisions of the Land Subdivision  
15 Ordinance regarding land preparation.
- 16 h. To perpetually maintain the sidewalks in the pedestrian  
17 way easements at their own cost and expense.
- 18 i. To complete the permanent lot and block staking before  
19 construction on or conveyance of any lot shown on this final plat.
- 20 j. To agree that no Certificates of Occupancy will be issued  
21 until the outfall sewer is constructed and connected to this plat, or an  
22 agreement satisfactory to the City Attorney, Public Works Department, and  
23 Lancaster County Health Department has been reached.
- 24 k. To notify all lot purchasers that no Certificates of  
25 Occupancy will be issued until the outfall sewer is constructed and connected to

1 this plat, or an agreement satisfactory to the City Attorney, Public Works  
2 Department, and Lancaster County Health Department has been reached.

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

5 a. A bond or an approved escrow or security agreement in the  
6 sum of \$143,800.00 conditioned upon the strict compliance by said owners with the  
7 conditions contained in paragraph designated "First" of Paragraph 1 of this  
8 resolution.

9 b. A bond or an approved escrow or security agreement in the  
10 sum of \$23,900.00 conditioned upon the strict compliance by said owners with the  
11 conditions contained in paragraph designated "Second" of Paragraph 1 of this  
12 resolution.

13 c. A bond or an approved escrow or security agreement in the  
14 sum of \$17,500.00 conditioned upon the strict compliance by said owners with the  
15 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
16 resolution.

17 d. A bond or an approved escrow or security agreement in the  
18 sum of \$23,100.00 conditioned upon the strict compliance by said owners with the  
19 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
20 resolution.

21 e. A bond or an approved escrow or security agreement in the  
22 sum of \$112,000.00 conditioned upon the strict compliance by said owners with the  
23 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this  
24 resolution.



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

5                   g.    A bond or an approved escrow or security agreement in the  
6                   sum of \$168,000.00 conditioned upon the strict compliance by said owners with the  
7                   conditions contained in paragraph designated "Seventh" of Paragraph 1 of this  
8                   resolution.

9                   h.    A bond or an approved escrow or security agreement in the  
10                  sum of \$14,200.00 conditioned upon the strict compliance by said owners with the  
11                  conditions contained in paragraph designated "Eighth" of Paragraph 1 of this  
12                  resolution.

13                  i.    A bond or an approved escrow or security agreement in the  
14                  sum of \$100,100.00 conditioned upon the strict compliance by said owners with the  
15                  conditions contained in paragraph designated "Ninth" of Paragraph 1 of this  
16                  resolution.

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

21                  k.    A bond or an approved escrow or security agreement in the  
22                  sum of \$7,605.00 conditioned upon the strict compliance by said owners with the  
23                  conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this  
24                  resolution.

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l. A bond or an approved escrow or security agreement in the sum of \$345.00 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Twelfth" of Paragraph 1 of this resolution.

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

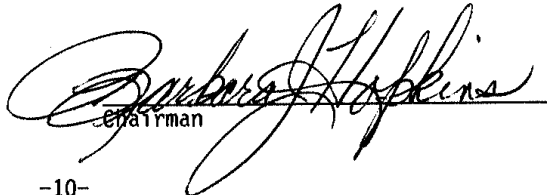
The bonds required above shall be subject to approval by the City Attorney. In the event that said owners or their surety shall fail to satisfy the conditions herein set forth within the time specified in this resolution, the City may cause the required work to be performed and recover the cost thereof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

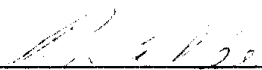
The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 24th day of September, 1997.

Dated this 24 day of September, 1997.

ATTEST:

  
Chairman

Approved as to Form & Legality:

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

## A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **Regent Heights Limited Partnership, a Nebraska limited partnership, Clayton K. Yeutter and Cristena Bach Yeutter, as co-trustees of the Clayton K. Yeutter Trust, and Northern Lights, L.L.C., a Nebraska limited liability company,** 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 **NORTHERN LIGHTS 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 **NORTHERN LIGHTS 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 complete the private improvements shown on the preliminary plat.

6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

7. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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

9. The Subdivider agrees to agree that no Certificates of Occupancy will be issued until the outfall sewer is constructed and connected to this plat, or an agreement satisfactory to the City Attorney, Public Works Department, and Lancaster County Health Department has been reached.

10. The Subdivider agrees to notify all lot purchasers that no Certificates of Occupancy will be issued until the outfall sewer is constructed and connected to this plat, or an agreement satisfactory to the City Attorney, Public Works Department, and Lancaster County Health Department has been reached.

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.

Dated this ~~26th~~ day of ~~Sept.~~, 1997.  
7th Oct.

REGENT HEIGHTS LIMITED PARTNERSHIP,  
a Nebraska limited partnership,

By: Thomas E. White  
Thomas E. White, General Partner

[Signature]  
Witness

By: John C. Brager  
John C. Brager, General Partner

[Signature]  
Witness

Clayton K. Yeutter  
Clayton K. Yeutter, Co-Trustee  
Clayton K. Yeutter Trust

Jane Fifer Cushman  
Witness

Cristina Bach Yeutter  
Cristina Bach Yeutter, Co-Trustee  
Clayton K. Yeutter Trust

Jane Fifer Cushman  
Witness

ATTEST:

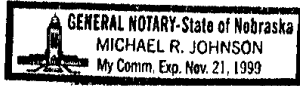
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

[Signature]  
City Clerk

[Signature]  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

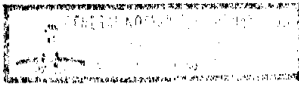
The foregoing instrument was acknowledged before me this 26th day of Sept, 1997, by Thomas E. White, General Partner, Regent Heights Limited Partnership.



*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 26th day of Sept, 1997, by John C. Brager, General Partner, Regent Heights Limited Partnership.



*[Signature]*  
Notary Public

~~District of Columbia~~  
~~STATE OF NEBRASKA~~ )  
 ) ss.  
~~COUNTY OF LANCASTER~~ )

The foregoing instrument was acknowledged before me this 7th day of October, 1997, by Clayton K. Yeutter, Co-Trustee of the Clayton K. Yeutter Trust.

*[Signature]*  
Notary Public

~~District of Columbia~~  
~~STATE OF NEBRASKA~~ )  
 ) ss.  
~~COUNTY OF LANCASTER~~ )

My Commission Expires  
July 31, 1998

The foregoing instrument was acknowledged before me this 7th day of October, 1997, by Cristena Bach Yeutter, Co-Trustee of the Clayton K. Yeutter Trust.

*[Signature]*  
Notary Public

My Commission Expires  
July 31, 1998

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1997, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



*Teresa J. Meier-Brock*  
Notary Public

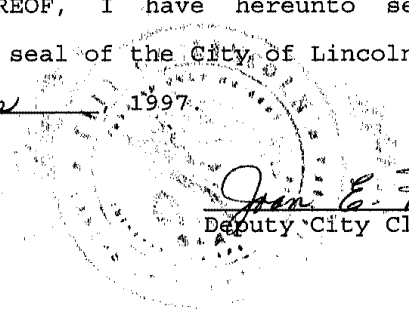


C E R T I F I C A T E

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

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **Northern Lights Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **September 24, 1997**, 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 15<sup>th</sup> day of October, 1997.



Joan E. Ross  
Deputy City Clerk

*Ret to City Clerk*