

REGISTERED  
1999 JUL 23 P 2:17

INST. NO 99

040829

\$76.00  
BLOCK  
CODE  
+NORLI  
CCCC CHECKED  
ENTERED  
EDITED  
X

\$76.00

RESOLUTION NO. PC- 00509

1 A RESOLUTION accepting and approving the plat designated as  
2 **NORTHERN LIGHTS 1ST ADDITION** as an addition to the City of Lincoln, filed in the  
3 office of the Planning Department of the City of Lincoln, Nebraska, upon certain conditions  
4 herein specified and providing for sureties conditioned upon the strict compliance with  
5 such conditions.

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

8 Outlot "A" Northern Lights Addition, and Outlot "A" CCCC  
9 Subdivision, all located in the Southeast Quarter of Section 15,  
10 Township 10 North, Range 7 East of the 6th P.M., City of  
11 Lincoln, Lancaster County, Nebraska, and more particularly  
12 described as follows:

13 Commencing from the northeast corner of said Outlot "A",  
14 Northern Lights Addition, said point being the true point of  
15 beginning; thence on an assumed bearing of south 00 degrees  
16 02 minutes 13 seconds east along the east line of said Outlot  
17 "A", a distance of 400.00 feet to a point of deflection, said  
18 point being the southwest corner of Lot 64 I.T.; thence south  
19 89 degrees 18 minutes 42 seconds west along the south line  
20 of said Outlot "A", a distance of 435.93 feet to a point of  
21 deflection; thence south 51 degrees 22 minutes 36 seconds  
22 west along the south line of said Outlot "A", a distance of  
23 148.99 feet to a point of deflection; thence south 20 degrees  
24 08 minutes 41 seconds west along the east line of said Outlot  
25 "A", a distance of 333.32 feet to a point of curvature; thence  
26 along a curve in a counterclockwise direction having a radius  
27 of 360.00 feet, arc length of 96.10 feet, delta angle of 15  
28 degrees 17 minutes 44 seconds, a chord bearing of south 12  
29 degrees 29 minutes 49 seconds west along the east line of  
30 said Outlot "A", and a chord length of 95.82 feet to a point of  
31 tangency; thence south 04 degrees 50 minutes 57 seconds  
32 west, a distance of 293.47 feet to a point of curvature; thence  
33 along a curve in a clockwise direction having a radius of  
34 590.02 feet, arc length of 125.34 feet, delta angle of 12  
35 degrees 10 minutes 18 seconds, a chord bearing of south 10

h

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

degrees 56 minutes 06 seconds west along the east line of said Outlot "A", and a chord length of 125.11 feet to a point of reverse curvature; thence along a curve in a counterclockwise direction having a radius of 610.02 feet, arc length of 187.56 feet, delta angle of 17 degrees 37 minutes 01 seconds, a chord bearing of south 08 degrees 12 minutes 45 seconds west along the east line of said Outlot "A", and a chord length of 186.83 feet to a point of tangency; thence south 00 degrees 38 minutes 25 seconds east along the east line of said Outlot "A", a distance of 1094.48 feet to the southeast corner of said Outlot "A"; thence south 89 degrees 28 minutes 20 seconds west along the south line of said Outlot "A", said line being 33.00 feet north of and parallel with the south line of said Southeast Quarter, a distance of 130.46 feet to the southwest corner of said Outlot "A"; thence north 00 degrees 01 minutes 22 seconds west along the west line of said Outlot "A", a distance of 17.00 feet to the southeast corner of Outlot "A" CCCC Subdivision; thence south 89 degrees 28 minutes 15 seconds west along the south line of said Outlot "A", a distance of 385.03 feet to the southwest corner of said Outlot "A", said point being the southeast corner of Lot 1 CCCC Subdivision; thence north 00 degrees 01 minutes 03 seconds west along the west line of said Outlot "A", a distance of 366.58 feet to a point of deflection, said point being the northeast corner of said Lot 1; thence south 89 degrees 30 minutes 47 seconds west along the south line of said Outlot "A", a distance of 930.92 feet to the southwest corner of said Outlot "A"; thence north 00 degrees 01 minutes 19 seconds east along the west line of said Outlot "A", a distance of 909.35 feet to the northwest corner of said Outlot "A", said point being the southwest corner of Outlot "A" Northern Lights Addition; thence north 00 degrees 00 minutes 06 seconds west along the west line of said Outlot "A", a distance of 929.03 feet to the northwest corner of said Outlot "A"; thence along a curve in a clockwise direction having a radius of 270.00 feet, arc length of 94.66 feet, delta angle of 20 degrees 05 minutes 16 seconds, a chord bearing of south 79 degrees 55 minutes 32 seconds east along the south right-of-way line of Garland Street, and a chord length of 94.18 feet to a point of reverse curvature; thence along a curve in a counterclockwise direction having a radius of 330.00 feet, arc length of 33.98 feet, delta angle of 05 degrees 54 minutes 01 seconds, a chord bearing of south 72 degrees 49 minutes 54 seconds east along the south right-of-way line of Garland Street, and a chord length of 33.97 feet to a point; thence north 14 degrees

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

13 minutes 05 seconds east along the east right-of-way line of Garland Street, a distance of 60.00 feet to a point of deflection; thence north 00 degrees 00 minutes 41 seconds east along the west line of said Outlot "A", a distance of 178.31 feet to a point of deflection; thence north 12 degrees 20 minutes 26 seconds east along the west line of said Outlot "A", a distance of 44.85 feet to a point of deflection; thence north 89 degrees 19 minutes 23 seconds east along the north line of said Outlot "A", a distance of 889.33 feet to a point of deflection; thence north 00 degrees 40 minutes 37 seconds west along the west line of said Outlot "A", a distance of 19.84 feet to a point of deflection; thence north 89 degrees 19 minutes 23 seconds east along the north line of said Outlot "A", a distance of 110.06 feet to a point of intersection with the west right-of-way line of North 81<sup>st</sup> Street; thence south 00 degrees 40 minutes 37 seconds east along the west right-of-way line of said North 81<sup>st</sup> Street, a distance of 30.00 feet to a point of deflection; thence north 89 degrees 19 minutes 23 seconds east along the south right-of-way line of North 81<sup>st</sup> Street, a distance of 60.00 feet to a point of deflection; thence north 00 degrees 40 minutes 37 seconds west along the east right-of-way line of North 81<sup>st</sup> Street, a distance of 30.00 feet to a point of deflection; thence north 89 degrees 19 minutes 23 seconds east along the north line of said Outlot "A", a distance of 110.00 feet to a point of deflection; thence south 00 degrees 40 minutes 37 seconds east along the east line of said Outlot "A", a distance of 81.24 feet to a point of deflection; thence north 70 degrees 50 minutes 39 seconds east along the north line of said Outlot "A", a distance of 119.95 feet to a point of deflection; thence north 58 degrees 43 minutes 01 seconds east along the north line of said Outlot "A", a distance of 45.26 feet to a point of deflection; thence north 89 degrees 18 minutes 42 seconds east, along the north line of said Outlot "A", a distance of 120.00 feet to a point of intersection with the west right-of-way line of North 82<sup>nd</sup> Street; thence south 00 degrees 41 minutes 18 seconds east along the west right-of-way line of North 82<sup>nd</sup> Street, a distance of 30.00 feet to a point of deflection; thence north 89 degrees 18 minutes 42 seconds east along the south right-of-way line of North 82<sup>nd</sup> Street, a distance of 60.00 feet to a point of deflection; thence north 00 degrees 41 minutes 18 seconds west along the east right-of-way line of North 82<sup>nd</sup> Street, a distance of 49.21 feet to a point of deflection; thence north 89 degrees 18 minutes 42 seconds east along the north line of said Outlot "A", a distance of 120.00 feet to a point of deflection; thence north 00 degrees

1 41 minutes 18 seconds west along the west line of said Outlot  
2 "A", a distance of 93.00 feet to a point of deflection; thence  
3 north 89 degrees 18 minutes 42 seconds east along the north  
4 line of said Outlot "A", a distance of 426.55 feet to the true  
5 point of beginning, said tract contains a calculated area of  
6 3,528,799.59 square feet or 81.01 acres more or less;  
7

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

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

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

14 1. That the plat of **NORTHERN LIGHTS 1ST ADDITION** as an addition to  
15 the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by  
16 **Regent Heights Limited Partnership, a Nebraska limited partnership**, as owner is  
17 hereby accepted and approved, and said owner is given the right to plat said **NORTHERN**  
18 **LIGHTS 1ST ADDITION** as an addition to said City in accordance therewith. Such  
19 acceptance and approval are conditioned upon the following:

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

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 as shown on the final 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

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 as shown on final plat. 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 this plat shall not be filed for record or recorded in the Office of the Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and until 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 an erosion control plan.
- b. To protect the remaining trees on the site during construction and development.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

- c. To pay all improvement costs except those costs the City Council specifically subsidizes as detailed in the annexation agreement.
  - d. To submit to the lot buyers and home builders a copy of the soil analysis.
  - e. To continuously and regularly maintain the street trees and landscape.
  - f. To complete the private improvements shown on the preliminary plat and community unit plan.
  - g. 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.
  - h. To perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.
  - i. To comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
  - j. 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:

1                   a.     A bond or an approved escrow or security agreement in the  
2     sum of \$198,400.00 conditioned upon the strict compliance by said owner with the  
3     conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

4                   b.     A bond or an approved escrow or security agreement in the  
5     sum of \$37,100.00 conditioned upon the strict compliance by said owner with the  
6     conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

7                   c.     A bond or an approved escrow or security agreement in the  
8     sum of \$68,800.00 conditioned upon the strict compliance by said owner with the  
9     conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

10                  d.     A bond or an approved escrow or security agreement in the  
11     sum of \$65,300.00 conditioned upon the strict compliance by said owner with the  
12     conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

13                  e.     A bond or an approved escrow or security agreement in the  
14     sum of \$50,700.00 conditioned upon the strict compliance by said owner with the  
15     conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

16                  f.     A bond or an approved escrow or security agreement in the  
17     sum of \$19,500.00 conditioned upon the strict compliance by said owner with the  
18     conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

19                  g.     A bond or an approved escrow or security agreement in the  
20     sum of \$14,406.00 conditioned upon the strict compliance by said owner with the  
21     conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

h. A bond or an approved escrow or security agreement in the sum of \$690.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

i. A bond or an approved escrow or security agreement in the sum of \$2,400.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

The bonds required above shall be subject to approval by the City Attorney. 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 and receipt of the written agreement required herein, the City Clerk shall cause the final plat and a certified copy of this resolution together with said written agreement 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 30 day of June, 1999.

Dated this 30 day of June, 1999.

ATTEST:

  
Chairman

Approved as to Form & Legality:

*And Peo*

---

Assistant City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Regent Heights 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 **NORTHERN LIGHTS 1ST 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 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

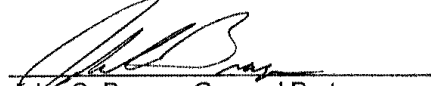
1. The Subdivider agrees to submit to the Director of Public Works an erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to pay all improvement costs except those costs the City Council specifically subsidizes as detailed in the annexation agreement.

4. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain the street trees and landscape.
6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.
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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
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. 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.
11. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 7<sup>th</sup> day of July, 1999.

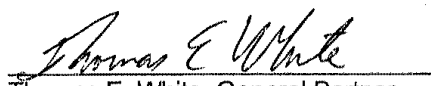
  
Witness Michael R. Johnson

REGENT HEIGHTS LIMITED  
PARTNERSHIP, a Nebraska limited  
partnership,

  
John C. Brager, General Partner

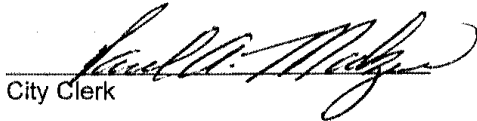
  
Witness Michael R. Johnson

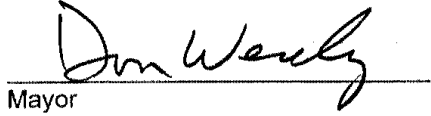
REGENT HEIGHTS LIMITED  
PARTNERSHIP, a Nebraska limited  
partnership,

  
Thomas E. White, General Partner

ATTEST:

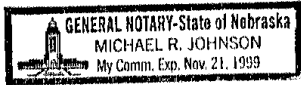
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

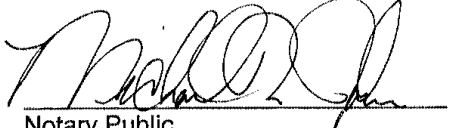
  
City Clerk

  
Mayor

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

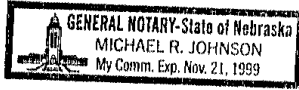
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 1999, by John C. Brager, General Partner, Regent Heights Limited Partnership, a Nebraska limited partnership.



  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

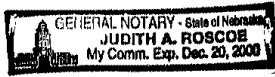
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 1999, by Thomas E. White, General Partner, Regent Heights Limited Partnership, a Nebraska limited partnership.

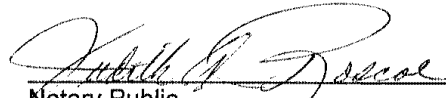


  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



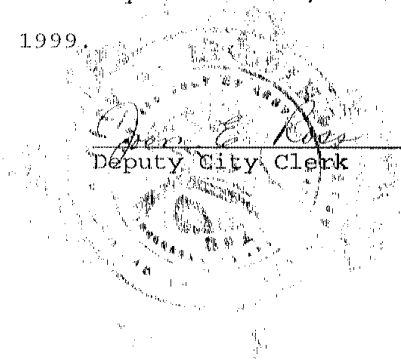
  
Notary Public

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 1st Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **June 30, 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 22<sup>nd</sup> day of July, 1999.

A circular seal of the City of Lincoln, Nebraska, featuring a central emblem and the text "CITY OF LINCOLN, NEBRASKA" around the perimeter. A signature is written across the seal.  
\_\_\_\_\_  
Deputy City Clerk

*Ret to City Clerk*