

Orin J. Jolte

REGISTER OF DEEDS

2000 JAN 20 P 1: 22

INST. NO 2000

002639

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RESOLUTION NO. PC- 00564

1 A RESOLUTION accepting and approving the plat designated as
2 **NORTHERN LIGHTS 6TH 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 such
5 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 5th Addition, located in the
9 Southeast Quarter of Section 15, Township 10 North, Range
10 7 East of the 6th P.M., City of Lincoln, Lancaster County,
11 Nebraska, and more particularly described as follows:

12 Beginning at a northwest corner of said Outlot "A", said point
13 also being the southwest corner of Lot 4, Block 3, said
14 Northern Lights 5th Addition; thence on an assumed bearing
15 south 89 degrees 58 minutes 41 seconds east and on a north
16 line of said Outlot "A", a distance of 120.00 feet to a point of
17 deflection; thence south 00 degrees 01 minutes 19 seconds
18 west along an east line of said Outlot "A", a distance of 10.00
19 feet to a point of deflection; thence south 89 degrees 58
20 minutes 41 seconds east along north line of said Outlot "A", a
21 distance of 60.00 feet to a point of deflection; thence north 00
22 degrees 01 minutes 19 seconds east along a west line of said
23 Outlot "A", a distance of 36.36 feet to a point of deflection;
24 thence south 89 degrees 58 minutes 41 seconds east along a
25 north line of said Outlot "A", a distance of 79.76 feet to a point
26 of deflection; thence north 00 degrees 01 minutes 19 seconds
27 east along a west line of said Outlot "A", a distance of 110.12
28 feet to a point of deflection; thence south 89 degrees 58
29 minutes 41 seconds east along a north line of said Outlot "A",
30 a distance of 9.98 feet to a point of deflection; thence north 00
31 degrees 01 minutes 19 seconds east along a west line of said
32 Outlot "A", a distance of 60.00 feet to a point of deflection;
33 thence north 89 degrees 58 minutes 41 seconds west along a
34 south line of said Outlot "A", a distance of 10.00 feet to a point

*City Clerk
(Joan)*

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of deflection; thence north 00 degrees 01 minutes 19 seconds east along a west line of said Outlot "A", a distance of 109.88 feet to a point of deflection; thence north 89 degrees 59 minutes 12 seconds east along a north line of said Outlot "A", a distance of 93.41 feet to a point of deflection; thence north 77 degrees 56 minutes 58 seconds east along a north line of said Outlot "A", a distance of 345.50 feet to a point of deflection; thence north 73 degrees 27 minutes 45 seconds east along a north line of said Outlot "A", a distance of 76.54 feet to a point of deflection; thence north 00 degrees 38 minutes 36 seconds west along a west line of said Outlot "A", a distance of 24.76 feet to a point of deflection; thence south 89 degrees 52 minutes 17 seconds east along a north line of said Outlot "A", a distance of 120.00 feet to a point of deflection; thence along a curve in a clockwise direction, having a radius of 150.00 feet, arc length of 6.57 feet, delta angle of 2 degrees 30 minutes 29 seconds, a chord bearing of south 01 degrees 22 minutes 58 seconds west, and a chord length of 6.57 feet to a point of deflection; thence south 87 degrees 21 minutes 48 seconds east along a north line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence along a curve in a counter-clockwise direction, having a radius of 210.00 feet, arc length of 10.00 feet, delta angle of 2 degrees 43 minutes 43 seconds, a chord bearing of north 01 degrees 16 minutes 21 seconds east, and a chord length of 10.00 feet; thence north 89 degrees 54 minutes 29 seconds east along a north line of said Outlot "A", a distance of 113.01 feet to a point of deflection; thence south 86 degrees 54 minutes 51 seconds east along a north line of said Outlot "A", a distance of 107.48 feet to a point of deflection; thence south 03 degrees 05 minutes 09 seconds west along an east line of said Outlot "A", a distance of 17.91 feet to a point of curvature; thence along a curve in a clockwise direction, having a radius of 430.00 feet, arc length of 18.18 feet, delta angle of 2 degrees 25 minutes 23 seconds, a chord bearing of south 04 degrees 27 minutes 51 seconds west, and a chord length of 18.18 feet to a point of deflection; thence south 84 degrees 29 minutes 28 seconds east along a north line of said Outlot "A", a distance of 60.00 feet to a point of deflection; thence along a curve in a counterclockwise direction, having a radius of 490.00 feet, arc length of 10.00 feet, delta angle of 1 degree 10 minutes 10 seconds, a chord bearing of north 04 degrees 55 minutes 27 seconds east, and a chord length of 10.00 feet to a point of deflection; thence south 85 degrees 39 minutes 38 seconds east along a north line of said Outlot "A", a

1 distance of 110.00 feet to a point of deflection; thence south 08
2 degrees 05 minutes 02 seconds west along an east line of said
3 Outlot "A", a distance of 78.37 feet to a point of deflection;
4 thence south 15 degrees 34 minutes 22 seconds west along
5 an east line of said Outlot "A", a distance of 78.37 feet to a
6 point of deflection; thence south 23 degrees 03 minutes 42
7 seconds west along an east line of said Outlot "A", a distance
8 of 78.37 feet to a point of deflection; thence south 30 degrees
9 33 minutes 02 seconds west along an east line of said Outlot
10 "A", a distance of 78.37 feet to a point of deflection; thence
11 south 36 degrees 28 minutes 16 seconds west along an east
12 line of said Outlot "A", a distance of 78.54 feet to a point of
13 deflection; thence south 28 degrees 36 minutes 46 seconds
14 east along an east line of said Outlot "A", a distance of 94.03
15 feet to a point of deflection; thence south 25 degrees 46
16 minutes 49 seconds east along an east line of said Outlot "A",
17 a distance of 78.54 feet to a point of deflection; thence south
18 67 degrees 57 minutes 46 seconds west along a south line of
19 said Outlot "A", a distance of 110.00 feet to a point of
20 deflection; thence along a curve in a counterclockwise
21 direction, having a radius of 480.00 feet, arc length of 200.33
22 feet, delta angle of 23 degrees 54 minutes 45 seconds, a
23 chord bearing of south 10 degrees 04 minutes 52 seconds
24 east, and a chord length of 198.88 feet to a point of deflection;
25 thence south 88 degrees 07 minutes 29 seconds east along a
26 north line of said Outlot "A", a distance of 110.00 feet to a point
27 of deflection; thence south 05 degrees 58 minutes 04 seconds
28 west along an east line of said Outlot "A", a distance of 84.65
29 feet to a point of deflection; thence south 09 degrees 30
30 minutes 47 seconds west along an east line of said Outlot "A",
31 a distance of 210.00 feet to a point of deflection; thence south
32 09 degrees 07 minutes 06 seconds west along an east line of
33 said Outlot "A", a distance of 65.07 feet to a point of deflection;
34 thence south 04 degrees 07 minutes 53 seconds east along an
35 east line of said Outlot "A", a distance of 66.70 feet to a point
36 of deflection; thence south 05 degrees 31 minutes 45 seconds
37 east along an east line of said Outlot "A", a distance of 158.64
38 feet to the southeast corner of said Outlot "A", said point also
39 being 50.00 feet north of the south line of said Southeast
40 Quarter; thence south 89 degrees 28 minutes 15 seconds west
41 along the south line of said Outlot "A", said line being 50.00
42 feet north of and parallel with the south line of said Southeast
43 Quarter, a distance of 340.74 feet to a southwest corner of
44 said Outlot "A"; thence north 00 degrees 01 minutes 03
45 seconds west along a west line of said Outlot "A", a distance

1 of 366.58 feet to a point of deflection; thence south 89 degrees
2 30 minutes 47 seconds west along a south line of said Outlot
3 "A", a distance of 930.92 feet to a southwest corner of said
4 Outlot "A"; thence north 00 degrees 01 minutes 19 seconds
5 east along the west line of said Outlot "A", a distance of 594.62
6 feet to the true point of beginning, said tract contains a
7 calculated area of 28.34 acres, or 1,234,904.28 square feet
8 more or less;

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

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

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

15 1. That the plat of **NORTHERN LIGHTS 6TH ADDITION** as an addition to
16 the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
17 **Regent Heights Limited Partnership, a Nebraska limited partnership**, as owner is
18 hereby accepted and approved, and said owner is given the right to plat said **NORTHERN**
19 **LIGHTS 6TH ADDITION** as an addition to said City in accordance therewith. Such
20 acceptance and approval are conditioned upon the following:

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

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

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

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

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

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

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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 this 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.
- c. To pay all improvement costs.

1 d. To submit to lot buyers and home builders a copy of the soil
2 analysis.

3 e. To complete the private improvements shown on the preliminary
4 plat.

5 f. To maintain the outlots and private improvements on a
6 permanent and continuous basis. However, the owner may be relieved and discharged
7 of this maintenance obligation upon creating in writing a permanent and continuous
8 association of property owners who would be responsible for said permanent and
9 continuous maintenance. The owner shall not be relieved of such maintenance obligation
10 until the document or documents creating said property owners association have been
11 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

12 g. To maintain Outlot "A" on a continuous basis.

13 h. To relinquish the right of direct vehicular access from Outlot "A"
14 to Holdrege Street.

15 i. To comply with the provisions of the Land Subdivision
16 Ordinance regarding land preparation.

17 j. To complete the permanent lot and block staking before
18 construction on or conveyance of any lot shown on this final plat.

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

21 a. A bond or an approved escrow or security agreement in the
22 sum of \$156,000.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

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b. A bond or an approved escrow or security agreement in the sum of \$43,200.00 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 \$60,400.00 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 \$66,500.00 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 \$6,800.00 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 \$16,500.00 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 \$15,620.00 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 \$230.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

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i. A bond or an approved escrow or security agreement in the sum of \$4,500.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

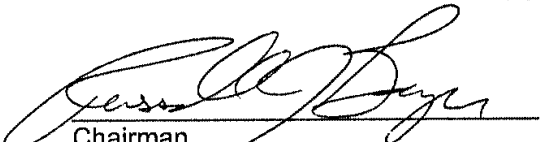
The bonds required above shall be subject to approval by the City Attorney. In the event that said owner or its surety shall fail to satisfy the conditions herein set forth within the time specified in this resolution, the City may cause the required work to be performed and recover the cost thereof 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 15th day of December, 1999.

Dated this 15 day of December, 1999.

ATTEST:


Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **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 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 **NORTHERN LIGHTS 6TH 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.
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 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.

7. The Subdivider agrees to maintain Outlot "A" on a continuous basis.

8. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot "A" to Holdrege Street.

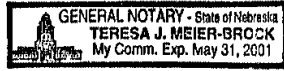
9. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

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

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of January, 2000, ~~1999~~, by Don Wesely, 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 6th Addition** as passed and approved by the Lincoln City-Lancaster County Planning Commission on December 15, 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 13th day of January, 2000.


Joan E. Ross, Deputy City Clerk



Ret to City Clerk