

Don Jolte

TRUST. 30 2000

REGISTER OF PLATS

2000 DEC 19 P 1:34

060650

LANCASTER COUNTY, NE

65.50

BLOCK
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RESOLUTION NO. PC- 00647

1 A RESOLUTION accepting and approving the plat designated as
2 **NORTHERN LIGHTS 8TH 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 7th Addition, located in the
9 Southwest Quarter of 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 Beginning at a northwest corner of said Outlot "A", said point
14 being the southwest corner of Lot 3, Block 3, Northern Lights
15 6th Addition; thence on an assumed bearing south 89 degrees
16 59 minutes 49 seconds east along a north line of said Outlot
17 "A", a distance of 120.00 feet to a northeast corner of said
18 Outlot "A"; thence south 00 degrees 01 minutes 19 seconds
19 west along an east line of said Outlot "A", a distance of 33.93
20 feet to a point of curvature; thence along a curve in a clockwise
21 direction having a radius of 570.00 feet, arc length of 32.20
22 feet, delta angle of 03 degrees 14 minutes 12 seconds, a
23 chord bearing of south 01 degrees 38 minutes 25 seconds
24 west, and a chord length of 32.20 feet to a point; thence south
25 86 degrees 44 minutes 28 seconds east along a north line of
26 said Outlot "A", a distance of 60.00 feet to a point; thence
27 along a curve in a counterclockwise direction having a radius
28 of 630.00 feet, arc length of 10.00 feet, delta angle of 00
29 degrees 54 minutes 34 seconds, a chord bearing of north 02
30 degrees 48 minutes 15 seconds east, and a chord length of
31 10.00 feet to a point; thence south 85 degrees 33 minutes 28
32 seconds east along a north line of said Outlot "A", a distance
33 of 120.77 feet to a point of deflection; thence south 89 degrees
34 59 minutes 49 seconds east along a north line of said Outlot

1 "A", a distance of 320.01 feet to a point of deflection; thence
2 north 87 degrees 29 minutes 35 seconds east along a north
3 line of said Outlot "A", a distance of 41.15 feet to a point of
4 deflection; thence north 79 degrees 35 minutes 25 seconds
5 east along a north line of said Outlot "A", a distance of 88.36
6 feet to a point of deflection; thence north 69 degrees 02
7 minutes 49 seconds east along a north line of said Outlot "A",
8 a distance of 85.68 feet to a point of deflection; thence north
9 65 degrees 01 minutes 47 seconds east along a north line of
10 said Outlot "A", a distance of 140.00 feet to a point of
11 deflection; thence north 24 degrees 58 minutes 13 seconds
12 west along a west line of said Outlot "A", a distance of 29.08
13 feet to a point of deflection; thence north 61 degrees 23
14 minutes 14 seconds east along a north line of said Outlot "A",
15 a distance of 114.96 feet to a northeast corner of said Outlot
16 "A"; thence south 28 degrees 36 minutes 46 seconds east
17 along an east line of said Outlot "A", a distance of 10.00 feet
18 to a point of deflection; thence north 61 degrees 23 minutes 14
19 seconds east along a north line of said Outlot "A", a distance
20 of 60.00 feet to a point of deflection; thence north 28 degrees
21 36 minutes 46 seconds west along a westerly line of said
22 Outlot "A", a distance of 10.56 feet to a northwest corner of
23 said Outlot "A"; thence north 61 degrees 23 minutes 14
24 seconds east along a north line of said Outlot "A", a distance
25 of 110.00 feet to a northeast corner of said Outlot "A"; thence
26 south 28 degrees 36 minutes 46 seconds east along an east
27 line of said Outlot "A", a distance of 75.00 feet to a point of
28 deflection; thence south 25 degrees 46 minutes 49 seconds
29 east along an east line of said Outlot "A", a distance of 78.54
30 feet to a point of deflection; thence south 67 degrees 57
31 minutes 46 seconds west along a south line of said Outlot "A",
32 a distance of 110.00 feet to a point; thence along a curve in a
33 clockwise direction having a radius of 480.00 feet, arc length
34 of 200.33 feet, delta angle of 23 degrees 54 minutes 45
35 seconds, a chord bearing of south 10 degrees 04 minutes 52
36 seconds east, and a chord length of 198.88 feet to a point;
37 thence south 88 degrees 07 minutes 29 seconds east along a
38 north line of said Outlot "A", a distance of 110.00 feet to a
39 northeast corner of said Outlot "A"; thence south 05 degrees
40 58 minutes 04 seconds west along an east line of said Outlot
41 "A", a distance of 84.65 feet to a point of deflection; thence
42 south 09 degrees 30 minutes 47 seconds west along an east
43 line of said Outlot "A", a distance of 210.00 feet to a point of
44 deflection; thence south 09 degrees 07 minutes 06 seconds
45 west along an east line of said Outlot "A", a distance of 65.07

1 feet to a point of deflection; thence south 04 degrees 07
2 minutes 53 seconds east along an east line of said Outlot "A",
3 a distance of 66.70 feet to a point of deflection; thence south
4 05 degrees 31 minutes 45 seconds east along an east line of
5 said Outlot "A", a distance of 158.64 feet to a southeast corner
6 of said Outlot "A"; thence south 89 degrees 28 minutes 15
7 seconds west along a south line of said Outlot "A", a distance
8 of 170.65 feet to a southwest corner of said Outlot "A"; thence
9 north 05 degrees 31 minutes 45 seconds west along a west
10 line of said Outlot "A", a distance of 191.60 feet to a point of
11 curvature; thence along a curve in a clockwise direction having
12 a radius of 280.00 feet, arc length of 73.51 feet, delta angle of
13 15 degrees 02 minutes 32 seconds, a chord bearing of north
14 01 degrees 59 minutes 31 seconds east, and a chord length of
15 73.30 feet to a point of tangency; thence north 09 degrees 30
16 minutes 47 seconds east along a west line of said Outlot "A",
17 a distance of 103.93 feet to a point of deflection; thence south
18 89 degrees 30 minutes 47 seconds west along a south line of
19 said Outlot "A", a distance of 1102.39 feet to a southwest
20 corner of said Outlot "A"; thence north 00 degrees 01 minutes
21 19 seconds east along a west line of said Outlot "A", a
22 distance of 399.81 feet to the true point of beginning; said
23 tract contains a calculated area of 12.58 acres, or 547,855.39
24 square feet, more or less;

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

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

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

31 1. That the plat of **NORTHERN LIGHTS 8TH ADDITION** as an addition to
32 the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
33 **Regent Heights Limited Partnership, a Nebraska limited partnership**, as owner is
34 hereby accepted and approved, and said owner is given the right to plat said **NORTHERN**

1 **LIGHTS 8TH ADDITION** as an addition to said City in accordance therewith. Such
2 acceptance and approval are conditioned upon the following:

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

9 Second: That said owner shall at its own cost and expense pay for
10 all labor, material, engineering, and inspection costs in connection with the construction
11 of sidewalks along both sides of the streets within this final plat and along the north side
12 of Holdrege Street as shown on the final plat. The construction shall be completed within
13 four years following Planning Commission approval of this final plat.

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

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

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

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

10 Seventh: That said owner shall at its own cost and expense pay for
11 all labor, material, and related costs in connection with the installation of a landscape
12 screen along Holdrege Street abutting this plat as shown on the approved landscape plan.
13 The installation shall be completed within two years of Planning Commission approval of
14 the plat.

15 Eighth: That said owner shall at its own cost and expense pay for all
16 labor, material, and related costs in connection with the installation of street name signs
17 as approved by the Public Works Department. This installation shall be completed within
18 two years following Planning Commission approval of this final plat.

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

1 2. That this plat shall not be filed for record or recorded in the Office of the
2 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and
3 until said owner shall enter into a written agreement with the City which shall provide as
4 follows:

5 The owner, its successors and assigns agree:

- 6 a. To submit to the Director of Public works an erosion control
7 plan.
- 8 b. To protect the remaining trees on the site during construction
9 and development.
- 10 c. To pay all improvement costs.
- 11 d. To submit to lot buyers and home builders a copy of the soil
12 analysis.
- 13 e. To complete the private improvements shown on the preliminary
14 plat.
- 15 f. To maintain the outlots, including Outlot "A", and private
16 improvements on a permanent and continuous basis. However, the owner may be relieved
17 and discharged of this maintenance obligation upon creating in writing a permanent and
18 continuous association of property owners who would be responsible for said permanent
19 and continuous maintenance. The owner shall not be relieved of such maintenance
20 obligation until the document or documents creating said property owners association have
21 been reviewed and approved by the City Attorney and filed of record with the Register of
22 Deeds.

1 g. To relinquish the right of direct vehicular access from Lot 8,
2 Block 2, to Holdrege Street.

3 h. To comply with the provisions of the Land Subdivision
4 Ordinance regarding land preparation.

5 i. To complete the permanent lot and block staking before
6 construction on or conveyance of any lot shown on this final plat.

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

9 a. A bond or an approved escrow or security agreement in the
10 sum of \$59,800.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

12 b. A bond or an approved escrow or security agreement in the
13 sum of \$12,600.00 conditioned upon the strict compliance by said owner with the
14 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

15 c. A bond or an approved escrow or security agreement in the
16 sum of \$24,000.00 conditioned upon the strict compliance by said owner with the
17 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

18 d. A bond or an approved escrow or security agreement in the
19 sum of \$21,700.00 conditioned upon the strict compliance by said owner with the
20 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

21 e. A bond or an approved escrow or security agreement in the
22 sum of \$7,500.00 conditioned upon the strict compliance by said owner with the conditions
23 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

1 f. A bond or an approved escrow or security agreement in the
2 sum of \$3,520.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

4 g. A bond or an approved escrow or security agreement in the
5 sum of \$440.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

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

10 i. A bond or an approved escrow or security agreement in the
11 sum of \$850.00 conditioned upon the strict compliance by said owner with the conditions
12 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

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

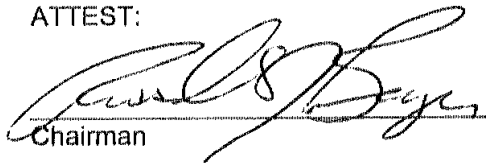
17 4. Immediately upon the adoption of this resolution and receipt of the
18 written agreement required herein, the City Clerk shall cause the final plat and a certified
19 copy of this resolution together with said written agreement to be filed in the office of the
20 Register of Deeds of Lancaster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

21 The foregoing Resolution was approved by the Lincoln City - Lancaster
22 County Planning Commission on this 15th day of November, 2000.

1

Dated this 15th day of November, 2000.

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 8TH 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 8TH 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, including Outlot "A", 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 relinquish the right of direct vehicular access from Lot 8, Block 2, to Holdrege Street.

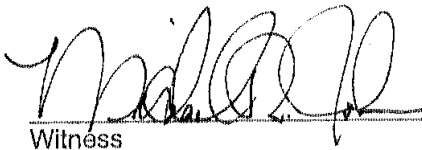
8. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

Dated this 22nd day of November, 2000.

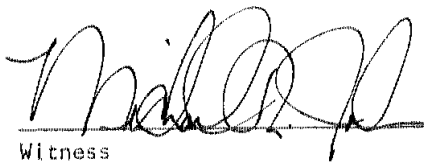
REGENT HEIGHTS LIMITED
PARTNERSHIP, a Nebraska
limited partnership,



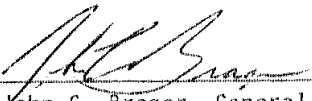
Witness

By: 

Thomas E. White, General Partner



Witness

By: 

John C. Brager, General Partner

ATTEST:

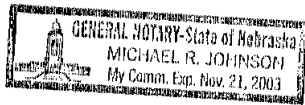
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Joan E. Ross
City Clerk

Don Wesely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

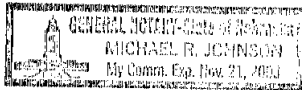
The foregoing instrument was acknowledged before me this 22nd day of November, 2000, by Thomas E. White, General Partner, Regent Heights Limited Partnership, a Nebraska limited partnership.



Michael R. Johnson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

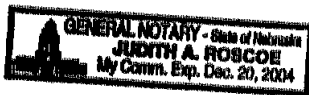
The foregoing instrument was acknowledged before me this 22nd day of November, 2000, by John C. Brager, General Partner, Regent Heights Limited Partnership, a Nebraska limited partnership.



Michael R. Johnson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of November, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
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, 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 8th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on September 20, 2000, 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 15th day of December, 2000.



Joan E. Ross, City Clerk



Ret to City Clerk