

#80 50

Don J. [unclear]

INST. NO 98

REGISTER OF DEEDS

MAR 18 P 2:24

011751

BLOCK
~~NO~~
CODE
Plat No 77
CHECKED
ENTERED
EDITED

RESOLUTION NO. PC- 00415

1 A RESOLUTION accepting and approving the plat designated as PINE LAKE
2 HEIGHTS 13TH ADDITION as an addition to the City of Lincoln, filed in the office
3 of the Planning Department of the City of Lincoln, Nebraska, upon certain
4 conditions herein specified and providing for sureties conditioned upon the
5 strict compliance with such conditions.

6 WHEREAS, Ridge Development Company, a Nebraska corporation, and
7 Southview, Inc., a Nebraska corporation, as tenants in common, and Pine Lake
8 Heights Limited Partnership, a Nebraska limited partnership, owners of a tract
9 of land legally described as:

10 Outlot "C", Pine Lake Heights 11th Addition, all located
11 in the East Half of Section 19, Township 9 North, Range
12 7 East of the 6th P.M., City of Lincoln, Lancaster
13 County, Nebraska, and more particularly described as
14 follows:

15 Commencing from the southeast corner of said Outlot "C",
16 said point being the true point of beginning; thence on
17 an assumed bearing of north 89 degrees 36 minutes 14
18 seconds west along the south line of said Outlot "C", a
19 distance of 280.83 feet to a point of deflection; thence
20 north 79 degrees 05 minutes 51 seconds west along the
21 south line of said Outlot "C", a distance of 62.04 feet
22 to a point of deflection; thence north 89 degrees 36
23 minutes 14 seconds west along the south line of said
24 Outlot "C", a distance of 219.99 feet to a point of
25 deflection; thence south 86 degrees 04 minutes 25
26 seconds west along the south line of said Outlot "C", a
27 distance of 68.44 feet to a point of deflection; thence
28 south 81 degrees 45 minutes 04 seconds west along the
29 south line of said Outlot "C", a distance of 362.23 feet
30 to a point of deflection; thence south 89 degrees 57
31 minutes 17 seconds west along the south line of said
32 Outlot "C", a distance of 152.60 feet to the southwest
33 corner of said Outlot "C"; thence north 00 degrees 02
34 minutes 43 seconds west along the west line of said
35 Outlot "C", a distance of 110.00 feet to a point of
36 intersection with the south right-of-way line of Diablo
37 Drive; thence north 89 degrees 57 minutes 17 seconds

1 east along the south right-of-way line of Diablo Drive,
2 a distance of 30.00 feet to a point of deflection;
3 thence north 00 degrees 02 minutes 43 seconds west along
4 the east right-of-way line of Diablo Drive, a distance
5 of 60.00 feet to a point of deflection; thence south 89
6 degrees 57 minutes 17 seconds west along the north
7 right-of-way line of Diablo Drive, a distance of 30.00
8 feet to a point; thence north 00 degrees 02 minutes 43
9 seconds west along the west line of said Outlot "C", a
10 distance of 220.00 feet to a point of intersection with
11 the south right-of-way line of San Mateo Lane; thence
12 north 89 degrees 57 minutes 17 seconds east along the
13 south right-of-way line of San Mateo Lane, a distance of
14 70.00 feet to a point of deflection; thence north 00
15 degrees 02 minutes 43 seconds west along the east right-
16 of-way line of San Mateo Lane and the west line of said
17 Outlot "C", a distance of 182.00 feet to a point of
18 deflection; thence north 86 degrees 34 minutes 39
19 seconds east along the north line of said Outlot "C", a
20 distance of 74.29 feet to a point of deflection; thence
21 north 03 degrees 53 minutes 31 seconds west along the
22 west line of said Outlot "C", a distance of 466.18 feet
23 to the northwest corner of said Outlot "C"; thence north
24 86 degrees 06 minutes 29 seconds east along the north
25 line of said Outlot "C", a distance of 110.00 feet to a
26 point of intersection with the west right-of-way line of
27 South 37th Street; thence south 03 degrees 53 minutes 31
28 seconds east along the west right-of-way line of South
29 37th Street, a distance of 51.34 feet to a point of
30 deflection; thence north 86 degrees 06 minutes 29
31 seconds east along the south right-of-way line of South
32 37th Street, a distance of 60.00 feet to a point of
33 deflection; thence north 03 degrees 53 minutes 31
34 seconds west along the east right-of-way line of South
35 37th Street, a distance of 30.00 feet to a point; thence
36 north 86 degrees 06 minutes 29 seconds east along the
37 north line of said Outlot "C", a distance of 110.00 feet
38 to a point of deflection; thence north 03 degrees 53
39 minutes 31 seconds west along the west line of said
40 Outlot "C", a distance of 42.35 feet to a point of
41 deflection; thence north 86 degrees 06 minutes 29
42 seconds east along the north line of said Outlot "C", a
43 distance of 110.00 feet to a point of intersection with
44 the west right-of-way line of South 38th Street; thence
45 south 03 degrees 53 minutes 31 seconds east along the
46 west right-of-way line of South 38th Street, a distance
47 of 30.00 feet to a point of deflection; thence north 86
48 degrees 06 minutes 29 seconds east along the south
49 right-of-way line of South 38th Street, a distance of

1 60.00 feet to a point of deflection; thence north 03
2 degrees 53 minutes 31 seconds west along the east right-
3 of-way line South 38th Street, a distance of 57.51 feet
4 to a point; thence north 86 degrees 06 minutes 29
5 seconds east along the north line of said Outlot "C", a
6 distance of 227.90 feet to a point of deflection; thence
7 north 03 degrees 53 minutes 31 seconds west along the
8 west line of said Outlot "C", a distance of 21.60 feet
9 to a point of deflection; thence north 86 degrees 06
10 minutes 29 seconds east along the south right-of-way
11 line of South 39th Street, a distance of 60.00 feet to
12 a point of deflection; thence north 03 degrees 53
13 minutes 31 seconds west along the east right-of-way line
14 of South 39th Street, a distance of 136.18 feet to a
15 point; thence north 86 degrees 06 minutes 29 seconds
16 east along the north line of said Outlot "C", a distance
17 of 90.00 feet to a point of deflection; thence north 89
18 degrees 08 minutes 22 seconds east along the north line
19 of said Outlot "C", a distance of 57.96 feet to a point
20 of deflection; thence north 90 degrees 00 minutes 00
21 seconds east along the north line of said Outlot "C", a
22 distance of 160.00 feet to the northeast corner of said
23 Outlot "C"; thence south 00 degrees 00 minutes 00
24 seconds east along the east line of said Outlot "C", a
25 distance of 600.82 feet to a point of deflection; thence
26 south 00 degrees 04 minutes 50 seconds west along the
27 east line of said Outlot "C", a distance of 662.07 feet
28 to the true point of beginning, said tract contains a
29 calculated area of 27.15 acres, or 1,182,861.64 square
30 feet more or less;

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

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

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

37 1. That the plat of **PINE LAKE HEIGHTS 13TH ADDITION** as an addition
38 to the City of Lincoln, Nebraska, filed in the office of the Planning Department
39 of said City by **Ridge Development Company**, a Nebraska corporation, and **Southview**,

1 Inc., a Nebraska corporation, as tenants in common, and Pine Lake Heights Limited
2 Partnership, a Nebraska limited partnership as owners is hereby accepted and
3 approved, and said owners are given the right to plat said PINE LAKE HEIGHTS 13TH
4 ADDITION as an addition to said City in accordance therewith. Such acceptance
5 and approval are conditioned upon the following:

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

12 Second: 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 sidewalks as shown on the final plat. The construction shall
15 be completed within four years following Planning Commission approval of this
16 final plat.

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

22 Fourth: That said owners shall at their own cost and expense
23 pay for all labor, material, engineering, and inspection costs in connection with
24 the construction of a public wastewater collection system as shown on the

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

3 Fifth: That said owners shall at their own cost and expense
4 pay for all labor, material, engineering, and inspection costs in connection with
5 the construction of drainage facilities as shown on the approved drainage study.
6 The construction shall be completed within two years following Planning
7 Commission approval of this final plat.

8 Sixth: 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 installation of an ornamental street lighting system as required by the
11 preliminary plat for all streets shown on this final plat. The construction
12 shall be completed within two years following Planning Commission approval of
13 this final plat.

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

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

24 Ninth: That said owners shall at their own cost and expense
25 pay for all labor, material, engineering, and inspection costs in connection with

1 the placing of permanent lot stakes at all corners of all lots and blocks of this
2 final plat. The permanent lot staking shall be completed before construction on
3 or conveyance of any lot shown in this final plat.

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

6 The owners, their successors and assigns agree:

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

10 b. To complete the private improvements shown on the
11 preliminary plat.

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

20 d. To submit to the lot buyers a copy of the soil analysis.

21 e. To pay all improvement costs.

22 f. To comply with the Land Preparation and Grading
23 requirements of the Land Subdivision Ordinance.

24 g. To complete the permanent lot and block staking before
25 conveyance of any lot shown on this final plat.

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

3 a. A bond or an approved escrow or security agreement in the
4 sum of \$126,000.00 conditioned upon the strict compliance by said owners with the
5 conditions contained in paragraph designated "First" of Paragraph 1 of this
6 resolution.

7 b. A bond or an approved escrow or security agreement in the
8 sum of \$25,000.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Second" of Paragraph 1 of this
10 resolution.

11 c. A bond or an approved escrow or security agreement in the
12 sum of \$52,600.00 conditioned upon the strict compliance by said owners with the
13 conditions contained in paragraph designated "Third" of Paragraph 1 of this
14 resolution.

15 d. A bond or an approved escrow or security agreement in the
16 sum of \$42,300.00 conditioned upon the strict compliance by said owners with the
17 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
18 resolution.

19 e. A bond or an approved escrow or security agreement in the
20 sum of \$2,500.00 conditioned upon the strict compliance by said owners with the
21 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
22 resolution.

23 f. A bond or an approved escrow or security agreement in the
24 sum of \$12,300.00 conditioned upon the strict compliance by said owners with the

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

3 g. A bond or an approved escrow or security agreement in the
4 sum of \$14,235.00 conditioned upon the strict compliance by said owners with the
5 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
6 resolution.

7 h. A bond or an approved escrow or security agreement in the
8 sum of \$230.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
10 resolution.

11 i. A bond or an approved escrow or security agreement in the
12 sum of \$2,350.00 conditioned upon the strict compliance by said owners with the
13 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
14 resolution.

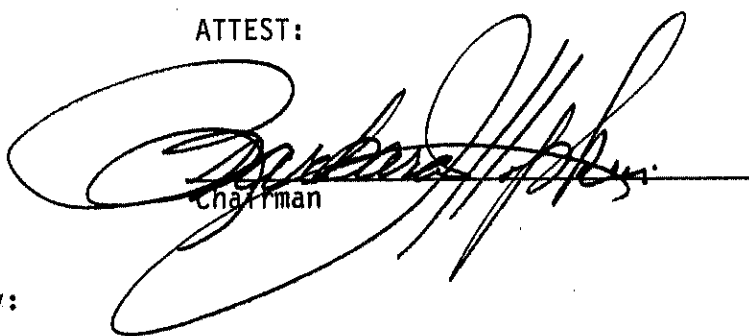
15 The bonds required above shall be subject to approval by the City
16 Attorney. In the event that said owners or their surety shall fail to satisfy
17 the conditions herein set forth within the time specified in this resolution, the
18 City may cause the required work to be performed and recover the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

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

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The foregoing Resolution was approved by the Lincoln City - Lancaster
County Planning Commission on this 25th day of February, 1998.
Dated this 25 day of February, 1998.

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 Ridge Development Company, a Nebraska corporation, and Southview, Inc., a Nebraska corporation, as tenants in common, and Pine Lake 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 PINE LAKE HEIGHTS 13TH 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 PINE LAKE HEIGHTS 13TH ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
2. The Subdivider agrees to complete the private improvements shown on the preliminary plat.
3. The Subdivider agrees to submit to the lot buyers a copy of the soil analysis.
4. The Subdivider agrees to pay all improvement costs.

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

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

7. 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.

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

Dated this 12th day of February, 1998.

PINE LAKE HEIGHTS LIMITED PARTNERSHIP,
a Nebraska Limited Partnership

ATTEST:

By: Ridge Development Company, a
Nebraska Corporation, General Partner

Secretary

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

Secretary

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

ATTEST:

By: Southview Inc., a Nebraska Corporation,
General Partner,

Secretary

By:



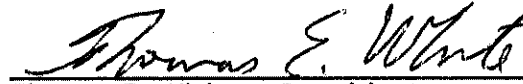
Gerald Schleich, President

ATTEST:

Ridge Development Company, a
Nebraska Corporation, General Partner

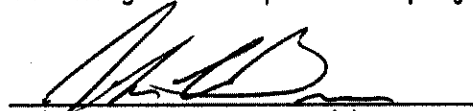
Secretary

By:



Thomas E. White, President
of Development Division
for Ridge Development Company

By:



John C. Brager, President
of Construction Division
for Ridge Development Company

ATTEST:

Southview Inc.,
a Nebraska Corporation,

Secretary

By:



Gerald Schleich, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



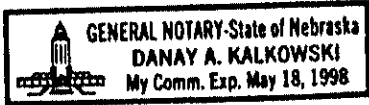
City Clerk



Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

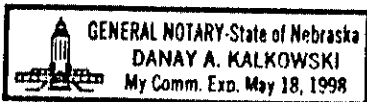
The foregoing instrument was acknowledged before me this 12 day of February, 1998, by Thomas E. White, President of Development Division for Ridge Development Company, a Nebraska Corporation, as General Partner of Pine Lake Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of Ridge Development Company and Pine Lake Heights Limited Partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

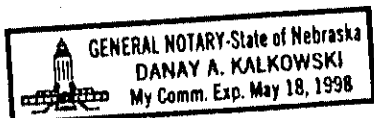
The foregoing instrument was acknowledged before me this 12 day of February, 1998, by John C. Brager, President of Construction Division for Ridge Development Company, a Nebraska Corporation, as General Partner of Pine Lake Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of Ridge Development Company and Pine Lake Heights Limited Partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

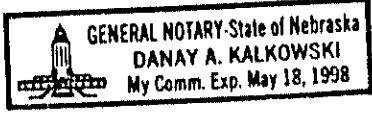
The foregoing instrument was acknowledged before me this 12 day of February, 1998, by Gerald Schleich, President, Southview Inc., a Nebraska Corporation, as General Partner of Pine Lake Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of Southview Inc. and Pine Lake Heights Limited Partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

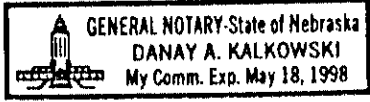
The foregoing instrument was acknowledged before me this 12 day of February, 1998, by Thomas E. White, President of Development Division for Ridge Development Company, a Nebraska Corporation, on behalf of Ridge Development Company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

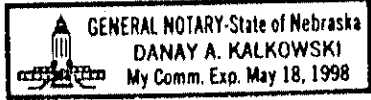
The foregoing instrument was acknowledged before me this 12 day of February, 1998, by John C. Brager, President of Construction Division for Ridge Development Company, a Nebraska Corporation, on behalf of Ridge Development Company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

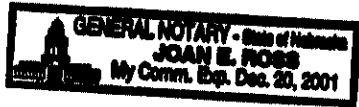
The foregoing instrument was acknowledged before me this 12 day of February, 1998, by Gerald Schleich, President, Southview Inc., a Nebraska Corporation, on behalf of Southview Inc.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of March, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross
Notary Public

Approved as to Form and Legality:

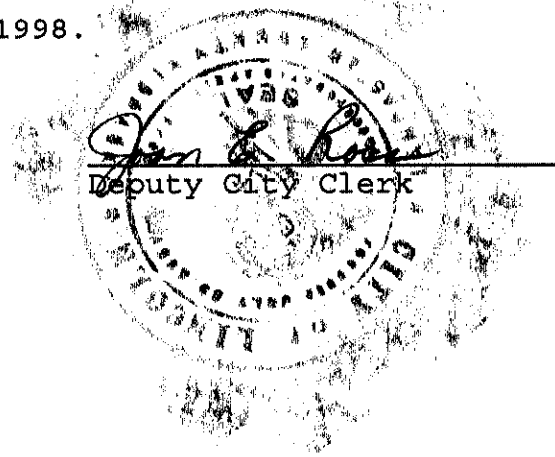
B. L. Peo
Assistant City Attorney

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 **Pine Lake Heights 13TH Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **February 25, 1998**, 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 19th day of March, 1998.



Ret to City Clerk