

\$80.50

BLOCK
CODE
PILAHES
CHECKED
ENTERED
EDITED

Dan Galte

INST. NO 98

REGISTER OF DEEDS

019106

1998 APR 27 A 9:34

\$80.50

RESOLUTION NO. PC- 00421

1 A RESOLUTION accepting and approving the plat designated as PINE LAKE
2 HEIGHTS 14TH 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, Pine Lake Heights Limited Partnership, a Nebraska limited
7 partnership, Ridge Development Company, a Nebraska corporation, and Southview,
8 Inc. a Nebraska corporation, as tenants in common, owners of a tract of land
9 legally described as:

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

14 Commencing from the northeast corner of said Outlot "A",
15 said point being the true point of beginning; thence
16 south 00 degrees 00 minutes 00 seconds east along the
17 east line of said Outlot "A", a distance of 600.82 feet
18 to a point of deflection; thence south 00 degrees 04
19 minutes 50 seconds west along the east line of said
20 Outlot "A", a distance of 662.07 feet to a point of
21 deflection, said point being the southeast corner of
22 said Outlot "A"; thence north 89 degrees 36 minutes 14
23 seconds west along the south line of said Outlot "A", a
24 distance of 280.83 feet to a point of deflection; thence
25 north 79 degrees 05 minutes 51 seconds west along the
26 south line of said Outlot "A", a distance of 62.04 feet
27 to a point of deflection; thence north 89 degrees 36
28 minutes 14 seconds west along the south line of said
29 Outlot "A", a distance of 219.99 feet to a point of
30 deflection; thence south 86 degrees 04 minutes 25
31 seconds west along the south line of said Outlot "A", a
32 distance of 68.44 feet to a point of deflection; thence
33 south 81 degrees 45 minutes 04 seconds west along the
34 south line of said Outlot "A", a distance of 362.23 feet
35 to a point of deflection; thence south 89 degrees 57
36 minutes 17 seconds west along the south line of said
37 Outlot "A", a distance of 152.60 feet to a point of

1 deflection; thence north 00 degrees 02 minutes 43
2 seconds west along the west line of said Outlot "A", a
3 distance of 110.00 feet to a point of intersection with
4 the south right-of-way line of Diablo Drive; thence
5 north 89 degrees 57 minutes 17 seconds east along said
6 right-of-way line, a distance of 30.00 feet to a point
7 of deflection; thence north 00 degrees 02 minutes 43
8 seconds west along the west line of said Outlot "A", a
9 distance of 60.00 feet to a point of intersection with
10 the north right-of-way line of Diablo Drive; thence
11 south 89 degrees 57 minutes 17 seconds west along said
12 right-of-way line, a distance of 30.00 feet to a point
13 of deflection; thence north 00 degrees 02 minutes 43
14 seconds west along the west line of said Outlot "A", a
15 distance of 110.00 feet to a point of deflection; thence
16 north 89 degrees 57 minutes 17 seconds east along the
17 north line of said Outlot "A", a distance of 61.00 feet
18 to a point of deflection; thence north 89 degrees 23
19 minutes 35 seconds east along the north line of said
20 Outlot "A", a distance of 56.62 feet to a point of
21 deflection; thence north 84 degrees 40 minutes 05
22 seconds east along the north line of said Outlot "A", a
23 distance of 50.18 feet to a point of deflection; thence
24 north 81 degrees 45 minutes 04 seconds east along the
25 north line of said Outlot "A", a distance of 328.53 feet
26 to a point of deflection; thence north 84 degrees 38
27 minutes 46 seconds east along the north line of said
28 Outlot "A", a distance of 55.65 feet to a point of
29 deflection; thence south 89 degrees 46 minutes 01
30 seconds east along the north line of said Outlot "A", a
31 distance of 121.61 feet to a point of deflection; thence
32 north 00 degrees 04 minutes 49 seconds east along the
33 west line of said Outlot "A", a distance of 111.01 feet
34 to a point of intersection with the south right-of-way
35 line of San Mateo Lane; thence south 89 degrees 55
36 minutes 11 seconds east along said right-of-way, a
37 distance of 35.91 feet to a point of deflection; thence
38 north 00 degrees 04 minutes 49 seconds east along the
39 west line of said Outlot "A", a distance of 174.67 feet
40 to a point of deflection; thence north 03 degrees 53
41 minutes 31 seconds west along the west line of said
42 Outlot "A", a distance of 506.68 feet to a point of
43 deflection, said point being the northwest corner of
44 said Outlot "A"; thence north 86 degrees 06 minutes 29
45 seconds east along the north line of said Outlot "A", a
46 distance of 113.95 feet to a point of intersection with
47 the west right-of-way line of south 39th Street; thence
48 north 03 degrees 53 minutes 31 seconds west along said
49 right-of-way line, a distance of 21.60 feet to a point

1 of deflection; thence north 86 degrees 06 minutes 29
2 seconds east along the north line of said Outlot "A", a
3 distance of 60.00 feet to a point of intersection with
4 the east right-of-way line of said Outlot "A"; thence
5 north 03 degrees 53 minutes 31 seconds west along said
6 right-of-way, a distance of 136.18 feet to a point of
7 deflection, said point being the northwest corner of
8 said Outlot "A"; thence north 86 degrees 06 minutes 29
9 seconds east along the north line of said Outlot "A", a
10 distance of 90.00 feet to a point of deflection; thence
11 north 89 degrees 08 minutes 22 seconds east along the
12 north line of said Outlot "A", a distance of 57.96 feet
13 to a point of deflection; thence north 90 degrees 00
14 minutes 00 seconds east along the north line of said
15 Outlot "A", a distance of 160.00 feet to the true point
16 of beginning, said tract contains a calculated area of
17 16.91 acres or 736,898.42 square feet, more or less;

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

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

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

24 1. That the plat of **PINE LAKE HEIGHTS 14TH ADDITION** as an addition
25 to the City of Lincoln, Nebraska, filed in the office of the Planning Department
26 of said City by **Pine Lake Heights Limited Partnership, a Nebraska limited
27 partnership, Ridge Development Company, a Nebraska corporation, and Southview,
28 Inc. a Nebraska corporation, as tenants in common**, as owners is hereby accepted
29 and approved, and said owners are given the right to plat said **PINE LAKE HEIGHTS
30 14TH ADDITION** as an addition to said City in accordance therewith. Such
31 acceptance and approval are conditioned upon the following:

32 First: That said owners shall at their own cost and expense
33 pay for all labor, material, engineering, and inspection costs in connection with

1 the construction of street improvements, including the grading, paving, and
2 installation of curb and gutter, curb inlets, and storm drain laterals for all
3 streets as shown on the approved final plat. The construction shall be completed
4 within two years following Planning Commission approval of this final plat.

5 Second: That said owners shall at their own cost and expense
6 pay for all labor, material, engineering, and inspection costs in connection with
7 the construction of sidewalks along both sides of the streets as shown on the
8 final plat. The construction shall be completed within four years following
9 Planning Commission approval of this final plat.

10 Third: That said owners shall at their own cost and expense
11 pay for all labor, material, engineering, and inspection costs in connection with
12 the construction of sidewalks along South 40th Street as shown on the final plat
13 at such time as South 40th Street is paved. The construction shall be completed
14 within four years following Planning Commission approval of this final plat.

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

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

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

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

12 Eighth: That said owners shall at their own cost and expense
13 pay for all labor, material, and related costs in connection with the
14 installation of a landscape screen along South 40th Street abutting this plat as
15 shown on the approved landscape plan. The installation shall be completed within
16 two years following Planning commission approval of this final plat.

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

22 Tenth: 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 placing of permanent lot stakes at all corners of all lots and blocks of this

1 final plat. The permanent lot staking shall be completed before construction on
2 or conveyance of any lot shown in this final plat.

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

5 The owners, their successors and assigns agree:

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

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

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

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

20 e. To pay all improvement costs.

21 f. To relinquish the right of direct vehicular access to
22 South 40th Street from those lots abutting South 40th Street.

23 g. To comply with the Land Preparation and Grading
24 requirements of the Land Subdivision Ordinance.

1 j. To complete the permanent lot and block staking before
2 conveyance of any lot shown on this final plat.

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

5 a. A bond or an approved escrow or security agreement in the
6 sum of \$124,600.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "First" of Paragraph 1 of this
8 resolution.

9 b. A bond or an approved escrow or security agreement in the
10 sum of \$25,500.00 conditioned upon the strict compliance by said owners with the
11 conditions contained in paragraph designated "Second" of Paragraph 1 of this
12 resolution.

13 c. A bond or an approved escrow or security agreement in the
14 sum of \$6,800.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Third" of Paragraph 1 of this
16 resolution.

17 d. A bond or an approved escrow or security agreement in the
18 sum of \$51,300.00 conditioned upon the strict compliance by said owners with the
19 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
20 resolution.

21 e. A bond or an approved escrow or security agreement in the
22 sum of \$40,800.00 conditioned upon the strict compliance by said owners with the
23 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
24 resolution.

1 f. A bond or an approved escrow or security agreement in the
2 sum of \$11,300.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
4 resolution.

5 g. A bond or an approved escrow or security agreement in the
6 sum of \$15,160.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
8 resolution.

9 h. A bond or an approved escrow or security agreement in the
10 sum of \$8,270.00 conditioned upon the strict compliance by said owners with the
11 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
12 resolution.

13 i. A bond or an approved escrow or security agreement in the
14 sum of \$460.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
16 resolution.

17 j. A bond or an approved escrow or security agreement in the
18 sum of \$1,550.00 conditioned upon the strict compliance by said owners with the
19 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this
20 resolution.

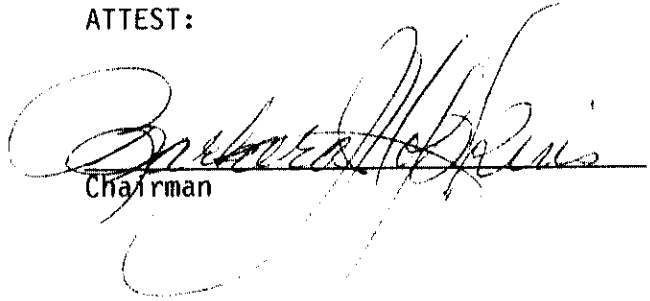
21 The bonds required above shall be subject to approval by the City
22 Attorney. In the event that said owners or their surety shall fail to satisfy
23 the conditions herein set forth within the time specified in this resolution, the
24 City may cause the required work to be performed and recover the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

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

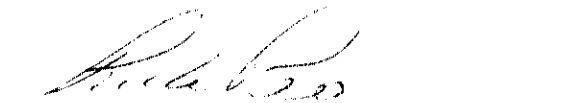
6 The foregoing Resolution was approved by the Lincoln City - Lancaster
7 County Planning Commission on this 8th day of April, 1998.

8 Dated this 8th day of April, 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 Pine Lake Heights Limited Partnership, a Nebraska limited partnership, Ridge Development Company, a Nebraska corporation, and Southview, Inc. a Nebraska corporation, as tenants in common 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 14TH 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 14TH 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 relinquish the right of direct vehicular access to South 40th Street from those lots abutting South 40th Street.

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

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

8. 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.

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

Dated this 22 day of April, 1998.

**PINE LAKE HEIGHTS LIMITED PARTNERSHIP,
a Nebraska Limited Partnership**

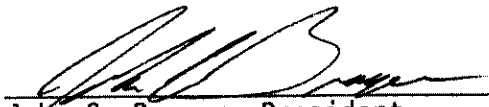
ATTEST:

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, President
of Construction Division
for Ridge Development Company

ATTEST:

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


Secretary

By: 
Gerald Schleich, President

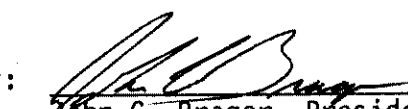
ATTEST:

Ridge Development Company, a
Nebraska Corporation,

Secretary

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

Secretary

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

ATTEST:

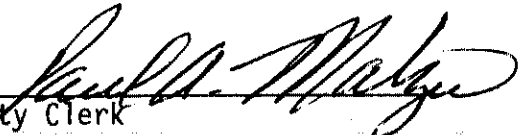
Southview Inc.,
a Nebraska Corporation,

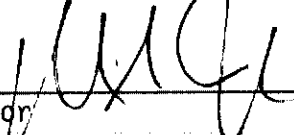
Secretary

By: 
Gerald Schleich, President

ATTEST:

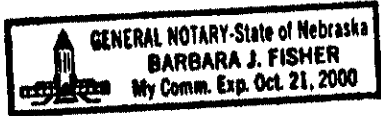
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


City Clerk


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

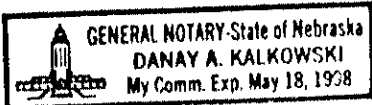
The foregoing instrument was acknowledged before me this 8th day of April, 1998, by Thomas E. White, President of Development Division for Ridge Development Company, a Nebraska Corporation, as General Partner of Pine Lake Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of Ridge Development Company and Pine Lake Heights Limited Partnership.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

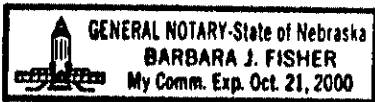
The foregoing instrument was acknowledged before me this 9th day of April, 1998, by John C. Brager, President of Construction Division for Ridge Development Company, a Nebraska Corporation, as General Partner of Pine Lake Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of Ridge Development Company and Pine Lake Heights Limited Partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

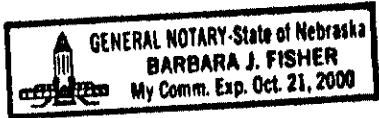
The foregoing instrument was acknowledged before me this 7th day of April, 1998, by Gerald Schleich, President, Southview Inc., a Nebraska Corporation, as General Partner of Pine Lake Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of Southview Inc. and Pine Lake Heights Limited Partnership.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

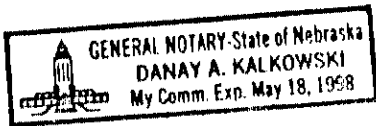
The foregoing instrument was acknowledged before me this 8th day of April, 1998, by Thomas E. White, President of Development Division for Ridge Development Company, a Nebraska Corporation, on behalf of Ridge Development Company.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

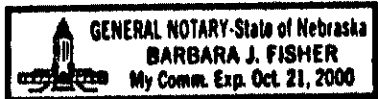
The foregoing instrument was acknowledged before me this 9th day of April, 1998, by John C. Brager, President of Construction Division for Ridge Development Company, a Nebraska Corporation, on behalf of Ridge Development Company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

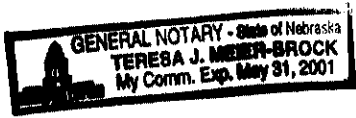
The foregoing instrument was acknowledged before me this 7th day of April, 1998, by Gerald Schleich, President, Southview Inc., a Nebraska Corporation, on behalf of Southview Inc.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22nd day of April, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier-Brock
Notary Public

Approved as to Form and Legality:

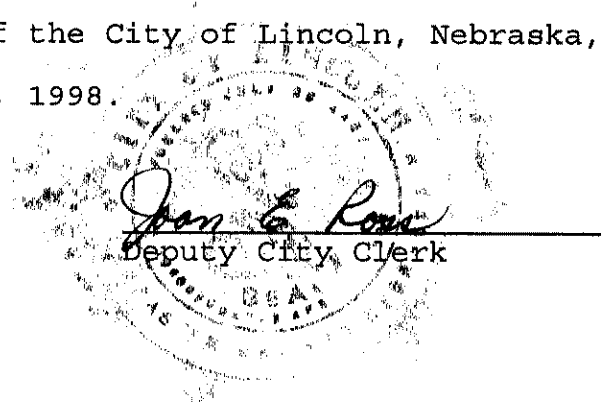
Bill Peo
Assistant City Attorney

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 14th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **April 8, 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 23 day of April, 1998.



Ret to City Clerk