

INST. NO 97

SEP 18 11 45 AM '97

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BLOCK	NO
COPIES	9
REGISTERED	REG 11/27
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*11/16/97*

97R-284

Introduce: 9-8-97

(APPEAL OF PLANNING COMMISSION ACTION)

RESOLUTION NO. A- 78353

1 A RESOLUTION accepting and approving the plat designated as **REGENT**  
 2 **HEIGHTS 12TH 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, **Regent Heights Limited Partnership, a Nebraska limited**  
 7 **partnership**, owner of a tract of land legally described as:

8 Outlot "D" Regent Heights 7th Addition, Lot 70 I.T., a  
 9 portion of North 84th Street right-of-way to be vacated,  
 10 and a portion of Leighton Avenue right-of-way to be  
 11 vacated, all located in the South Half of the Northeast  
 12 Quarter of Section 15, Township 10 North, Range 7 East  
 13 of the 6th P.M., City of Lincoln, Lancaster County,  
 14 Nebraska, and more particularly described as follows:

15 Commencing from the southeast corner of the southeast  
 16 Quarter of the Northeast Quarter of said Section 15;  
 17 thence on an assumed bearing of south 89 degrees 18  
 18 minutes 42 seconds west along the south line of the  
 19 Southeast Quarter of the Northeast Quarter of said  
 20 Section 15, a distance of 49.61 feet to a point; thence  
 21 north 00 degrees 41 minutes 18 seconds west along a line  
 22 perpendicular from the south line of the Southeast  
 23 Quarter of the Northeast Quarter of said Section 15, a  
 24 distance of 33.00 feet to the southeast corner of said  
 25 Lot 70 I.T.; thence south 89 degrees 18 minutes 42  
 26 seconds west along the south line of said Lot 70 I.T.,  
 27 said line being 33.00 feet north of and parallel with  
 28 the south line of the Southeast Quarter of the Northeast  
 29 Quarter of said Section 15, a distance of 1265.49 feet  
 30 to the southwest corner of said Lot 70 I.T.; thence  
 31 south 89 degrees 19 minutes 23 seconds west along the  
 32 south line of a portion of Leighton Avenue right-of-way  
 33 to be vacated, said line being 33.00 feet north of and  
 34 parallel with the south line of the Southwest Quarter of  
 35 the Northeast Quarter of said Section 15, a distance of  
 36 644.46 feet to a point of intersection with an extension

9/15/97 AMENDED

1 of the west line of said Outlot "D", Regent Heights 7th  
2 Addition; thence north 00 degrees 00 minutes 50 seconds  
3 east along the west line of said Outlot "D" and its  
4 extension, a distance of 498.54 feet to a point of  
5 deflection; thence north 19 degrees 57 minutes 32  
6 seconds east along the west line of said Outlot "D", a  
7 distance of 51.21 feet to a point of deflection; thence  
8 north 68 degrees 20 minutes 00 seconds east along the  
9 north line of said Outlot "D", a distance of 94.71 feet  
10 to a point of deflection; thence north 54 degrees 23  
11 minutes 03 seconds east along the northwest line of said  
12 Outlot "D", a distance of 94.71 feet to a point of  
13 deflection; thence north 40 degrees 26 minutes 06  
14 seconds east along the northwest line of said Outlot  
15 "D", a distance of 94.71 feet to a point of deflection;  
16 thence north 27 degrees 14 minutes 21 seconds east along  
17 the northwest line of said Outlot "D", a distance of  
18 87.93 feet to a point of deflection; thence north 22  
19 degrees 23 minutes 07 seconds east along the northwest  
20 line of said Outlot "D", a distance of 73.62 feet to a  
21 point of deflection; thence north 16 degrees 26 minutes  
22 24 seconds east along the northwest line of said Outlot  
23 "D", a distance of 85.64 feet to a point of deflection;  
24 thence north 07 degrees 56 minutes 39 seconds east along  
25 the west line of said Outlot "D", a distance of 111.39  
26 feet to a point of deflection, said point being the  
27 southeast right-of-way corner of Wemsha Street; thence  
28 north 00 degrees 31 minutes 02 seconds east along the  
29 west line of said Outlot "D", said line being the east  
30 line of said right-of-way, a distance of 60.86 feet to  
31 the northeast corner of said right-of-way; thence north  
32 06 degrees 18 minutes 07 seconds west along the west  
33 line of said Outlot "D", a distance of 97.32 feet to a  
34 point of deflection; thence north 16 degrees 04 minutes  
35 50 seconds west along the west line of said Outlot "D",  
36 a distance of 91.87 feet to the northwest corner of said  
37 Outlot "D", said point being on the north line of the  
38 Southwest Quarter of the Northeast Quarter of said  
39 Section 15; thence north 89 degrees 06 minutes 19  
40 seconds east along the north line of said Outlot "D",  
41 said line being the north line of the Southwest Quarter  
42 of the Northeast Quarter of said Section 15, a distance  
43 of 329.27 feet to the northeast corner of said Outlot  
44 "D", said point being the northwest corner of said Lot  
45 70 I.T., and the northwest corner of the Southeast  
46 Quarter of the Northeast Quarter of said Section 15;  
47 thence north 89 degrees 07 minutes 18 seconds east along  
48 the north line of said Lot 70 I.T., said line being the  
49 north line of North 84th Street right-of-way to be

1 vacated, said line being the north line of the Southeast  
2 Quarter of the Northeast Quarter of said Section 15, a  
3 distance of 1264.20 feet to a point 50.00 feet west of  
4 the east line of the Southeast Quarter of the Northeast  
5 Quarter of said Section 15; thence south 00 degrees 00  
6 minutes 23 seconds east along the east line of North  
7 84th Street right-of-way to be vacated, and the east  
8 line of said Lot 70 I.T., said line being 50.00 feet  
9 west of and parallel with the east line of the southeast  
10 Quarter of the Northeast Quarter of said Section 15, a  
11 distance of 1295.18 feet to the point of beginning, said  
12 tract contains a calculated area of 51.72 acres, or  
13 2,253,300.81 square feet more or less;

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

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

18 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of  
19 Lincoln, Nebraska:

20 1. That the plat of **REGENT HEIGHTS 12TH ADDITION** as an addition to  
21 the City of Lincoln, Nebraska, filed in the office of the Planning Department of  
22 said City by **Regent Heights Limited Partnership, a Nebraska limited partnership,**  
23 as owner, is hereby accepted and approved, and said owner is given the right to  
24 plat said **REGENT HEIGHTS 12TH ADDITION** as an addition to said City in accordance  
25 therewith. Such acceptance and approval are conditioned upon the following:

26 First: That said owner shall at its own cost and expense pay  
27 for all labor, material, engineering, and inspection costs in connection with the  
28 construction of street improvements, including the grading, paving, and  
29 installation of curb and gutter, curb inlets, and storm drain laterals for Nancy  
30 Drive and the portions of Wemsha Street and Joshua Drive shown on the approved

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

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

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

16 Fourth: That said owner shall at its own cost and expense pay  
17 for all labor, material, engineering, and inspection costs in connection with the  
18 construction of sidewalks in pedestrian way easements as shown on the final plat.  
19 The construction shall be completed at the same time that Leighton Avenue within  
20 this final plat is paved.

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

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

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

11 Eighth: That said owner shall at its own cost and expense pay  
12 for all labor, material, engineering, and inspection costs in connection with the  
13 installation of an ornamental street lighting system as required by the  
14 preliminary plat along the north side of Leighton Avenue as shown on this final  
15 plat. The construction shall be completed within two years following Planning  
16 Commission approval of this final plat.

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

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

1           Eleventh: That said owner shall at its own cost and expense  
2 pay for all labor, material, engineering, and inspection costs in connection with  
3 the placing of permanent lot stakes at all corners of all lots and blocks of this  
4 final plat. The permanent lot staking shall be completed before construction on  
5 or conveyance of any lot shown in this final plat.

6           Twelfth: that said owner shall at its own cost and expense pay  
7 for all labor, material, engineering, and inspection costs in connection with  
8 installation of a private sanitary sewer to serve Lots 30 and 31, Block 2, in  
9 this final plat.

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

12           The owner, its successors and assigns agree:

13           a. To submit to the Director of Public Works for review and  
14 approval a plan showing proposed measures to control sedimentation and erosion  
15 and the proposed method to temporarily stabilize all graded land.

16           b. To protect the remaining trees on the site during  
17 construction and development and to not remove any existing trees in Outlot "D"  
18 without the permission of the Parks and Recreation Department and notification  
19 to the Planning Director.

20           c. To pay all improvement costs.

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

23           e. To complete the private improvements shown on the  
24 preliminary plat.

1           f. To comply with the provisions of the Land Subdivision  
2 Ordinance regarding land preparation.

3           g. To maintain the outlots and private improvements  
4 including the sidewalks in the pedestrian way easements and the private sanitary  
5 sewer system serving Lots 30 and 31, Block 2, on a permanent and continuous  
6 basis. However, the owner may be relieved and discharged of this maintenance  
7 obligation upon creating in writing a permanent and continuous association of  
8 property owners who would be responsible for said permanent and continuous  
9 maintenance. The owner shall not be relieved of such maintenance obligation  
10 until the document creating said property owners association has been reviewed  
11 and approved by the City Attorney and filed of record with the Register of Deeds.

12           h. To complete the permanent lot and block staking before  
13 construction on or conveyance of any lot shown on this final plat.

14           i. That no buildings may be occupied and that no Certifi-  
15 cates of Occupancy will be issued until the outfall sewer is constructed and  
16 connected to the plat, or an agreement providing for such occupancy satisfactory  
17 to the City Attorney, Public Works Department, and Lancaster County Health  
18 Department has been entered into between the Subdivider and the City.

19           j. To notify all lot purchasers that no buildings may be  
20 occupied and that no Certificates of Occupancy will be issued until the outfall  
21 sewer is constructed and connected to this plat, or an agreement providing for  
22 such occupancy satisfactory to the City Attorney, Public Works Department, and  
23 Lancaster County Health Department has been entered into between the Subdivider  
24 and the City.

1           k.     To grant an easement to the owners of Lots 30 and 31,  
2 Block 2, for the maintenance of that portion of the private sanitary sewer system  
3 located in Outlot "D".

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

6           a.     A bond or an approved escrow or security agreement in the  
7 sum of \$110,100.00 conditioned upon the strict compliance by said owner with the  
8 conditions contained in paragraph designated "First" of Paragraph 1 of this  
9 resolution.

10          b.     A bond or an approved escrow or security agreement in the  
11 sum of \$143,800.00 conditioned upon the strict compliance by said owner with the  
12 conditions contained in paragraph designated "Second" of Paragraph 1 of this  
13 resolution.

14          c.     A bond or an approved escrow or security agreement in the  
15 sum of \$39,000.00 conditioned upon the strict compliance by said owner with the  
16 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
17 resolution.

18          d.     A bond or an approved escrow or security agreement in the  
19 sum of \$500.00 conditioned upon the strict compliance by said owner with the  
20 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
21 resolution.

22          e.     A bond or an approved escrow or security agreement in the  
23 sum of \$112,000.00 conditioned upon the strict compliance by said owner with the  
24 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this  
25 resolution.



1                   f.     A bond or an approved escrow or security agreement in the  
2     sum of \$168,000.00 conditioned upon the strict compliance by said owner 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 \$63,600.00 conditioned upon the strict compliance by said owner 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 \$25,600.00 conditioned upon the strict compliance by said owner 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 \$13,590.00 conditioned upon the strict compliance by said owner 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 \$460.00 conditioned upon the strict compliance by said owner with the  
19    conditions contained in paragraph designated "Tenth" of Paragraph 1 of this  
20    resolution.

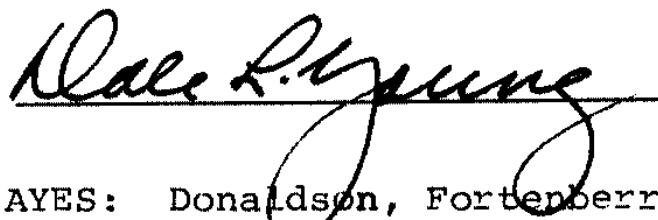
21                  k.     A bond or an approved escrow or security agreement in the  
22    sum of \$2,350.00.00 conditioned upon the strict compliance by said owner with the  
23    conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this  
24    resolution.

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

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

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

Introduced by:

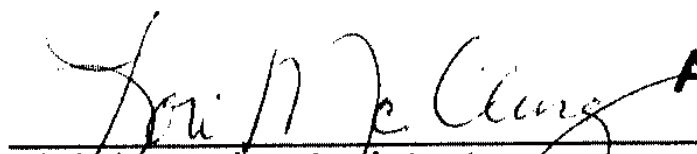


Approved as to Form & Legality:


AYES: Donaldson, Fortenberry, Johnson,  
Seng, Shoecraft, WILson, Young;  
NAYS: None.

  
Assistant City Attorney

Staff Review Completed:

  
Administrative Assistant

**APPROVED**

  
SEP 11 1997  
-10- MAYOR

**ADOPTED**

SEP 15 1997

By City Council

## A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **Regent Heights 12th Addition** 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 **REGENT HEIGHTS 12TH 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 **REGENT HEIGHTS 12TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development. The Subdivider further agrees not to remove any of the existing trees (including saplings) and bushes in Outlot "D" without first obtaining permission and approval from the Parks and Recreation Department and notification to the Planning Director.
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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

8. The Subdivider agrees that no buildings may be occupied and that no Certificates of Occupancy will be issued until the outfall sewer is constructed and connected to the plat, or an agreement providing for such occupancy satisfactory to the City Attorney, Public Works Department, and Lancaster County Health Department has been entered into between the Subdivider and the City.

9. The Subdivider agrees to notify all lot purchasers that no buildings may be occupied and that no Certificates of Occupancy will be issued until the outfall sewer is constructed and connected to this plat, or an agreement providing for such occupancy satisfactory to the City Attorney, Public Works Department, and Lancaster County Health Department has been entered into between the Subdivider and the City.

10. The Subdivider agrees to grant an easement to the owners of Lots 30 and 31, Block 2, for the maintenance of that portion of the private sanitary sewer system located in Outlot "D".

11. The Subdivider agrees to maintain the outlots and private improvements including the sidewalks in the pedestrian way easements and the private sanitary sewer system serving Lots 30 and 31, Block 2, 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 creating said property owners association has been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

Dated this 17<sup>th</sup> day of Sept., 1997.

REGENT HEIGHTS LIMITED PARTNERSHIP,  
a Nebraska limited partnership,

By: Thomas E. White  
Thomas E. White, General Partner

\_\_\_\_\_  
Witness

By: John C. Brager  
John C. Brager, General Partner

\_\_\_\_\_  
Witness

ATTEST:

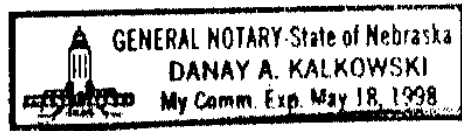
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Karla Mager  
City Clerk

Linda Wilson  
Mayor City Council Chair and  
Acting Mayor

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

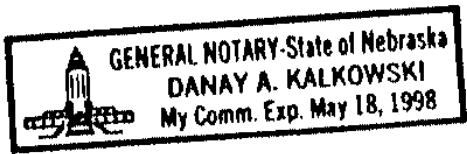
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 1997, by Thomas E. White, General Partner, Regent Heights Limited Partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

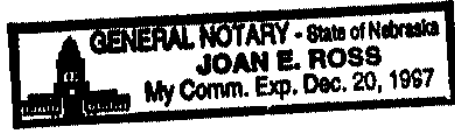
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 1997, by John C. Brager, General Partner, Regent Heights Limited Partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 1997, by ~~Mike Johanns, Mayor~~ of the City of Lincoln, Nebraska, a municipal corporation. Linda Wilson,



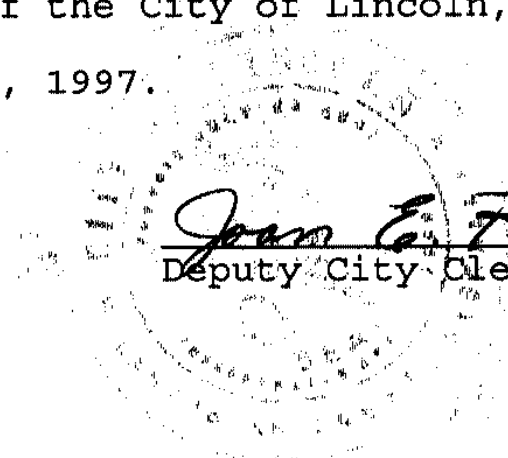
Joan E. Ross  
Notary Public

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 **Regent Heights 12th Addition and the Agreement** as passed and approved by the Lincoln City Council at its meeting held September 15, 1997, 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 18 day of September, 1997.

A circular seal of the City of Lincoln, Nebraska, is partially visible behind the signature. It contains the text "CITY OF LINCOLN, NEBRASKA" around the perimeter.  
*Joan E. Ross*  
Deputy City Clerk

*Ret to City Clerk*