

Don Oltz
REGISTERED PLAT

OCT 9 3 36 PM '97

INST. NO 97

042322

BLOCK

CODE
REGISTERED
CHECKED
ENTERED
EDITED

10.50

RESOLUTION NO. PC-00394

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

8 Outlot "C" Regent Heights 12th Addition, located in the
9 Northeast Quarter of Section 15, Township 10 North,
10 Range 7 East of the 6th P.M., City of Lincoln, Lancaster
11 County, Nebraska, and more particularly described as
12 follows:

13 Commencing from the northeast corner of the Southeast
14 Quarter of the Northeast Quarter of said Section 15;
15 thence on an assumed bearing of south 89 degrees 07
16 minutes 18 seconds west along the north line of the
17 Southeast Quarter of the Northeast Quarter of said
18 Section 15, a distance of 340.38 feet to the northeast
19 corner of said Outlot "C"; thence south 00 degrees 53
20 minutes 49 seconds east along the east line of said
21 Outlot "C", a distance of 119.86 feet to a point of
22 deflection; thence south 01 degrees 51 minutes 01
23 seconds west along the east line of said Outlot "C", a
24 distance of 60.00 feet to a point; thence along a curve
25 in a counterclockwise direction having a radius of 95.00
26 feet, arc length of 4.56 feet, delta angle of 02 degrees
27 44 minutes 50 seconds, a chord bearing of north 89
28 degrees 31 minutes 24 seconds west along the south line
29 of said Outlot "C", and a chord length of 4.55 feet to
30 a point of tangency; thence south 89 degrees 06 minutes
31 11 seconds west along the south line of said Outlot "C",
32 a distance of 17.88 feet to a point of deflection;
33 thence south 00 degrees 53 minutes 49 seconds east along
34 the east line of said Outlot "C", a distance of 304.03
35 feet to a point of deflection; thence south 12 degrees
36 46 minutes 39 seconds west along the east line of said
37 Outlot "C", a distance of 46.27 feet to a point of
38 deflection; thence south 55 degrees 33 minutes 20
39 seconds west along the southeast line of said Outlot

1 "C", a distance of 86.96 feet to a point of deflection;
2 thence south 89 degrees 18 minutes 42 seconds west along
3 the south line of said Outlot "C", a distance of 648.00
4 feet to a point of deflection; thence south 89 degrees
5 20 minutes 17 seconds west along the south line of said
6 Outlot "C", a distance of 71.64 feet to a point of
7 deflection; thence north 85 degrees 41 minutes 39
8 seconds west along the south line of said Outlot "C", a
9 distance of 67.50 feet to a point of deflection; thence
10 north 77 degrees 05 minutes 30 seconds west along the
11 south line of said Outlot "C", a distance of 67.50 feet
12 to a point of deflection; thence north 68 degrees 21
13 minutes 35 seconds west along the south line of said
14 Outlot "C", a distance of 71.26 feet to the southwest
15 corner of said Outlot "C"; thence north 18 degrees 00
16 minutes 08 seconds east along the west line of said
17 Outlot "C", a distance of 53.23 feet to a point of
18 deflection; thence north 13 degrees 18 minutes 34
19 seconds east along the west line of said Outlot "C", a
20 distance of 79.01 feet to a point of deflection; thence
21 north 08 degrees 37 minutes 01 seconds east along the
22 west line of said Outlot "C", a distance of 79.01 feet
23 to a point of deflection; thence north 02 degrees 04
24 minutes 15 seconds east along the west line of said
25 Outlot "C", a distance of 117.02 feet to a point of
26 deflection, said point being the northeast corner of Lot
27 5, Block 3, Regent Heights 12th Addition; thence north
28 80 degrees 53 minutes 41 seconds east along the north
29 line of said Outlot "C", a distance of 15.00 feet to a
30 point of deflection; thence north 09 degrees 06 minutes
31 19 seconds west along the west line of said Outlot "C",
32 a distance of 60.00 feet to a point of deflection;
33 thence south 80 degrees 53 minutes 41 seconds west along
34 the south line of said Outlot "C", a distance of 43.89
35 feet to the southeast corner of Lot 4, Block 4, Regent
36 Heights 12th Addition; thence north 09 degrees 06
37 minutes 19 seconds west along the west line of said
38 Outlot "C", a distance of 149.37 feet to the northwest
39 corner of said Outlot "C"; thence north 89 degrees 06
40 minutes 19 seconds east along the north line of said
41 Outlot "C", a distance of 55.86 feet to the northwest
42 corner of the Southeast Quarter of the Northeast Quarter
43 of said Section 15; thence north 89 degrees 07 minutes
44 18 seconds east along the north line of said Outlot "C",
45 a distance of 973.82 feet to the true point of begin-
46 ning, said tract contains a calculated area of 12.80
47 acres or 557,809.96 square feet more or less;

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

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

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

7 1. That the plat of **REGENT HEIGHTS 13TH ADDITION** as an addition to
8 the City of Lincoln, Nebraska, filed in the office of the Planning Department of
9 said City by **Regent Heights Limited Partnership, a Nebraska limited partnership,**
10 as owner is hereby accepted and approved, and said owner is given the right to
11 plat said **REGENT HEIGHTS 13TH ADDITION** as an addition to said City in accordance
12 therewith. Such acceptance and approval are conditioned upon the following:

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

19 Second: That said owner shall at its own cost and expense pay
20 for all labor, material, engineering, and inspection costs in connection with the
21 construction of sidewalks along both sides of Wemsha Street, Shaunte Court, North
22 82nd Street and Wemsha Court as shown on the final plat. The construction shall
23 be completed within four years following Planning Commission approval of this
24 final plat.

1 Third: 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 water distribution 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 Fourth: 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 a public wastewater collection system as shown on the approved
9 preliminary plat. The construction shall be completed within two years following
10 Planning Commission approval of this final plat.

11 Fifth: 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 construction of drainage facilities as shown on the approved drainage study. The
14 construction shall be completed within two years following Planning Commission
15 approval of this final plat.

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

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

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

6 Ninth: 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 placing of permanent lot stakes at all corners of all lots and blocks of this
9 final plat. The permanent lot staking shall be completed before construction on
10 or conveyance of any lot shown in this final plat.

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

13 The owner, its successors and assigns agree:

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

17 b. To protect the remaining trees on the site during
18 construction and development.

19 c. To pay all improvement costs.

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

22 e. That no buildings may be occupied and that no Certifi-
23 cates of Occupancy will be issued until the outfall sewer is constructed and
24 connected to the plat, or an agreement providing for such occupancy satisfactory

1 to the City Attorney, Public Works Department, and Lancaster County Health
2 Department has been entered into between the Subdivider and the City.

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

9 g. To continuously and regularly maintain street trees along
10 the private roadways.

11 h. To complete the private improvements shown on the
12 preliminary plat, community unit plan and planned unit development.

13 i. To comply with the provisions of the Land Subdivision
14 Ordinance regarding land preparation.

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

23 k. To complete the permanent lot and block staking before
24 construction on or conveyance of any lot shown on this final plat.

1 3. That said owner 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 \$154,000.00 conditioned upon the strict compliance by said owner 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 \$29,000.00 conditioned upon the strict compliance by said owner 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 \$60,600.00 conditioned upon the strict compliance by said owner 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 \$27,700.00 conditioned upon the strict compliance by said owner 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 \$43,200.00 conditioned upon the strict compliance by said owner 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 \$12,600.00 conditioned upon the strict compliance by said owner 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 \$11,465.00 conditioned upon the strict compliance by said owner 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 \$345.00 conditioned upon the strict compliance by said owner 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 \$2,250.00 conditioned upon the strict compliance by said owner 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 owner or surety shall fail to satisfy the
17 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 surety.

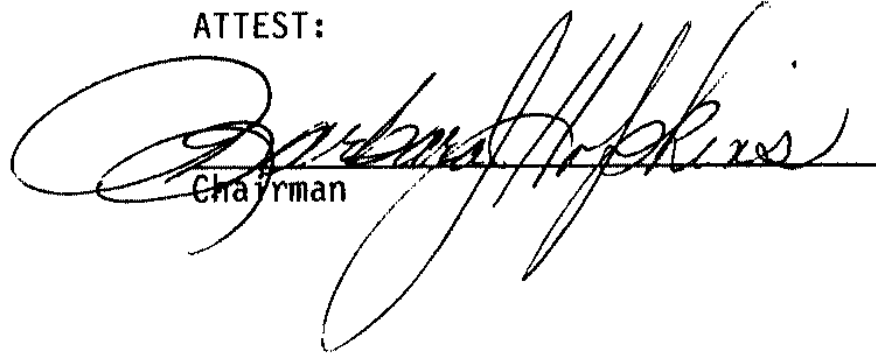
20 4. Immediately upon the adoption of this resolution, the City
21 Clerk shall cause the final plat and a certified copy of this resolution together
22 with the written agreement required herein to be filed in the office of the
23 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be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

1 5. This plat is conditioned upon final approval of the Regent
2 Heights 12th Addition Final Plat by the City Council and the filing of such plat
3 with the Lancaster County Register of Deeds.

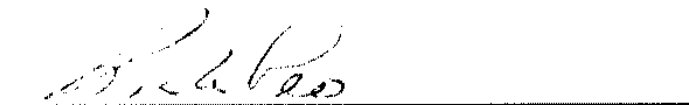
4 The foregoing Resolution was approved by the Lincoln City - Lancaster
5 County Planning Commission on this 10 day of September, 1997.

6 Dated this 10 day of September, 1997.

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 **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 **REGENT 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 **REGENT 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 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.
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 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.

6. 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.

7. The Subdivider agrees to continuously and regularly maintain street trees along the private roadways.

8. The Subdivider agrees to complete the private improvements shown on the preliminary plat, community unit plan and planned unit development.

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

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

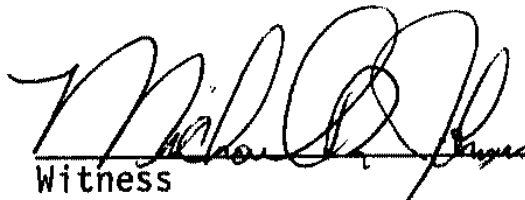
11. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may

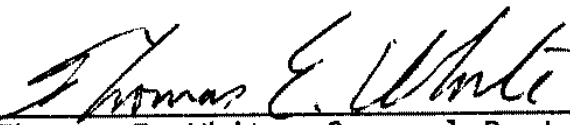
be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

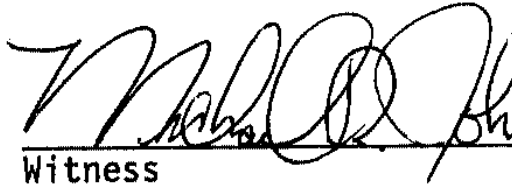
12. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.


Dated this 3rd day of Sept., 1997.

REGENT HEIGHTS LIMITED PARTNERSHIP,
a Nebraska limited partnership,


Witness

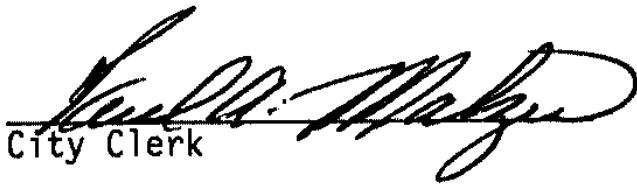
By: 
Thomas E. White, General Partner

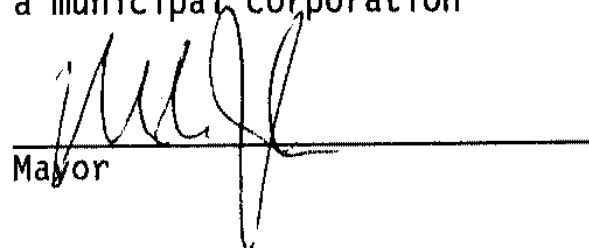

Witness

By: 
John C. Brager, General Partner

ATTEST:

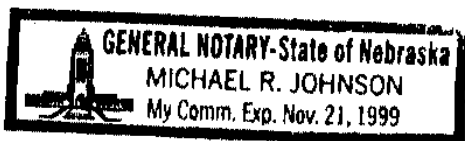
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


City Clerk


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

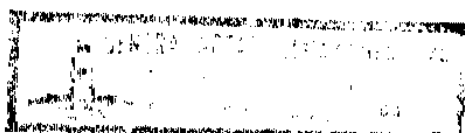
The foregoing instrument was acknowledged before me this 3rd day of Sept, 1997, by Thomas E. White, General Partner, Regent Heights Limited Partnership.





Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

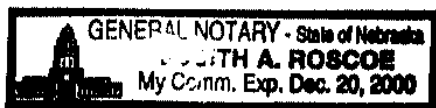
The foregoing instrument was acknowledged before me this 3rd day of Sept, 1997, by John C. Brager, General Partner, Regent Heights Limited Partnership.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of OCTOBER, 1997, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

CERTIFICATE

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) SS.
)
CITY OF LINCOLN)

I Paul A. Malzer, Jr. City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of RESOLUTION NO. PC-00394 AND AGREEMENT FOR REGENT HEIGHTS 13TH ADD. APPROVED BY LINCOLN CITY-LANCASTER COUNTY PLANNING COMMISSION ON SEPTEMBER 10, 1997.

as the original appears of record in my said office and is now in my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 10 day of OCTOBER, A.D., 1997.



Paul A. Malzer, Jr.

Paul Malzer, City Clerk