

\$ 81.00

*Dan Galt*

REGISTER OF DEEDS

2000 JUL 20 P 1:09

LANCASTER COUNTY, NE

INST. NO 2000

031297

BLOCK

CODE  
~~WHELP~~  
CHECKED  
~~X~~  
ENTERED  
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EDITED  
~~X~~

*EO 6044*

RESOLUTION NO. PC- 00611

1 A RESOLUTION accepting and approving the plat designated as **VINTAGE**  
2 **HEIGHTS 7TH ADDITION** as an addition to the City of Lincoln, filed in the office of the  
3 Planning Department of the City of Lincoln, Nebraska, upon certain conditions herein  
4 specified and providing for sureties conditioned upon the strict compliance with such condi-  
5 tions.

6 WHEREAS, **Pine Lake Development, L.L.C., a Nebraska limited liability**  
7 **company**, owner of a tract of land legally described as:

8 Outlot "B" and Outlot "C", Vintage Heights 6th Addition, located  
9 in the Southeast Quarter of Section 14, Township 9 North,  
10 Range 7 East of the 6th P.M., City of Lincoln, Lancaster  
11 County, Nebraska, and more particularly described as follows:

12 Referring to the southwest corner of the Southeast Quarter of  
13 said Section 14; thence north 00 degrees 40 minutes 35  
14 seconds west (an assumed bearing), a distance of 50.00 feet,  
15 to a point on the north right-of-way line of Pine Lake Road;  
16 thence north 89 degrees 52 minutes 59 seconds east on said  
17 line, a distance of 138.10 feet to the point of beginning; thence  
18 continuing north 89 degrees 52 minutes 59 seconds east on  
19 said line, a distance of 424.69 feet; thence north 83 degrees  
20 46 minutes 03 seconds east on said line, a distance of 281.60  
21 feet; thence south 82 degrees 21 minutes 07 seconds east on  
22 said line, a distance of 222.04 feet; thence north 89 degrees  
23 52 minutes 59 seconds east, a distance of 62.76 feet; thence  
24 north 00 degrees 14 minutes 44 seconds west, a distance of  
25 233.02 feet; thence south 82 degrees 53 minutes 20 seconds  
26 west, a distance of 43.49 feet; thence north 78 degrees 58  
27 minutes 01 seconds west, a distance of 61.38 feet; thence  
28 north 57 degrees 42 minutes 39 seconds west, a distance of  
29 71.40 feet; thence north 34 degrees 49 minutes 56 seconds  
30 west, a distance of 71.40 feet; thence north 11 degrees 12  
31 minutes 51 seconds west, a distance of 75.95 feet; thence  
32 north 13 degrees 08 minutes 36 seconds east, a distance of  
33 75.95 feet; thence north 32 degrees 14 minutes 48 seconds  
34 east, a distance of 118.63 feet; thence north 07 degrees 53  
35 minutes 18 seconds west, a distance of 91.30 feet; thence

*Jean  
City Clerk*

1 north 07 degrees 06 minutes 04 seconds east, a distance of  
2 91.30 feet; thence north 09 degrees 57 minutes 44 seconds  
3 west, a distance of 48.26 feet; thence north 34 degrees 15  
4 minutes 00 seconds west, a distance of 84.95 feet; thence  
5 north 31 degrees 39 minutes 29 seconds west, a distance of  
6 299.99 feet; thence north 58 degrees 20 minutes 31 seconds  
7 east, a distance of 150.00 feet; thence north 31 degrees 39  
8 minutes 29 seconds west, a distance of 30.00 feet; thence  
9 north 58 degrees 20 minutes 31 seconds east, a distance of  
10 196.68 feet; thence north 48 degrees 48 minutes 40 seconds  
11 east, a distance of 210.74 feet; thence north 41 degrees 11  
12 minutes 20 seconds west, a distance of 160.01 feet; thence  
13 north 48 degrees 48 minutes 40 seconds east, a distance of  
14 30.00 feet; thence south 41 degrees 11 minutes 20 seconds  
15 east, a distance of 160.01 feet; thence north 48 degrees 48  
16 minutes 41 seconds east, a distance of 290.00 feet; thence  
17 north 49 degrees 57 minutes 56 seconds east, a distance of  
18 66.09 feet; thence north 57 degrees 21 minutes 45 seconds  
19 east, a distance of 62.80 feet; thence north 60 degrees 40  
20 minutes 00 seconds east, a distance of 72.88 feet; thence  
21 north 55 degrees 12 minutes 07 seconds east, a distance of  
22 75.97 feet; thence south 64 degrees 54 minutes 36 seconds  
23 east, a distance of 53.45 feet; thence north 37 degrees 21  
24 minutes 57 seconds east, a distance of 166.53 feet; thence  
25 south 52 degrees 38 minutes 03 seconds east, a distance of  
26 42.27 feet; thence north 37 degrees 21 minutes 57 seconds  
27 east, a distance of 200.01 feet; thence north 45 degrees 49  
28 minutes 04 seconds east, a distance of 91.30 feet; thence  
29 north 60 degrees 48 minutes 26 seconds east, a distance of  
30 91.30 feet; thence north 78 degrees 15 minutes 30 seconds  
31 east, a distance of 122.03 feet; thence south 89 degrees 48  
32 minutes 43 seconds east, a distance of 297.17 feet, to a point  
33 on the westerly right-of-way line of South 98th Street; thence  
34 north 00 degrees 11 minutes 16 seconds east on said line, a  
35 distance of 363.73 feet to a point on the north line of the  
36 Southeast Quarter of said Section 14; thence north 89 degrees  
37 49 minutes 04 seconds west on said line, a distance of  
38 2154.56 feet; thence south 00 degrees 10 minutes 56 seconds  
39 west, a distance of 125.00 feet; thence south 89 degrees 49  
40 minutes 04 seconds east, a distance of 5.00 feet; thence south  
41 00 degrees 10 minutes 56 seconds west, a distance of 60.00  
42 feet; thence north 89 degrees 49 minutes 04 seconds west, a  
43 distance of 25.00 feet; thence south 00 degrees 10 minutes 56  
44 seconds west, a distance of 350.06 feet; thence south 07  
45 degrees 20 minutes 02 seconds east, a distance of 125.70

1 feet; thence south 20 degrees 17 minutes 12 seconds east, a  
2 distance of 125.62 feet; thence south 28 degrees 53 minutes  
3 53 seconds east, a distance of 126.78 feet; thence south 41  
4 degrees 50 minutes 09 seconds east, a distance of 112.99  
5 feet; thence south 62 degrees 28 minutes 14 seconds east, a  
6 distance of 105.04 feet; thence south 14 degrees 19 minutes  
7 44 seconds west, a distance of 140.00 feet to the point of  
8 curvature of a curve to the left, having a central angle of 00  
9 degrees 42 minutes 58 seconds, a radius of 370.00 feet, an  
10 arc length of 4.63 feet, a chord length of 4.63 feet and a chord  
11 bearing south 76 degrees 01 minutes 45 seconds east; thence  
12 on said curve, a distance of 4.63 feet to the point of tangency;  
13 thence south 13 degrees 36 minutes 46 seconds west, a  
14 distance of 60.00 feet to the point of curvature of a curve to the  
15 right, having a central angle of 01 degrees 24 minutes 35  
16 seconds, a radius of 430.00 feet, an arc length of 10.58 feet,  
17 a chord length of 10.58 feet and a chord bearing north 75  
18 degrees 40 minutes 57 west; thence on said curve, a distance  
19 of 10.58 feet to the point of tangency; thence south 15 degrees  
20 01 minutes 21 seconds west, a distance of 151.87 feet; thence  
21 north 80 degrees 01 minutes 51 seconds west, a distance of  
22 53.57 feet; thence north 58 degrees 29 minutes 29 seconds  
23 west, a distance of 85.30 feet to the point of curvature of a  
24 curve to the right, having a central angle of 57 degrees 48  
25 minutes 54 seconds, a radius of 430.00 feet, an arc length of  
26 433.90 feet, a chord length of 415.72 feet and a chord bearing  
27 south 60 degrees 24 minutes 58 seconds west; thence on said  
28 curve, a distance of 433.90 feet to the point of tangency;  
29 thence south 89 degrees 19 minutes 25 seconds west, a  
30 distance of 5.05 feet; thence south 38 degrees 59 minutes 40  
31 seconds east, a distance of 102.21 feet; thence south 00  
32 degrees 40 minutes 35 seconds east, a distance of 366.46  
33 feet; thence north 89 degrees 19 minutes 25 seconds east, a  
34 distance of 5.00 feet; thence south 00 degrees 40 minutes 35  
35 seconds east, a distance of 60.00 feet; thence south 89  
36 degrees 19 minutes 25 seconds west, a distance of 5.00 feet;  
37 thence south 00 degrees 40 minutes 35 seconds east, a  
38 distance of 150.00 feet; thence south 36 degrees 37 minutes  
39 28 seconds east, a distance of 111.17 feet; thence south 89  
40 degrees 19 minutes 25 seconds west, a distance of 65.26 feet;  
41 thence south 00 degrees 40 minutes 35 seconds east, a  
42 distance of 150.00 feet; thence north 89 degrees 19 minutes  
43 25 seconds east, a distance of 5.00 feet; thence south 00  
44 degrees 40 minutes 35 seconds east, a distance of 60.00 feet;  
45 thence south 89 degrees 19 minutes 25 seconds west, a

1 distance of 16.90 feet; thence south 00 degrees 40 minutes 35  
2 seconds east, a distance of 131.35 feet; to the point of  
3 beginning and containing a calculated are of 64.102 acres  
4 more or less;

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

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

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

11 1. That the plat of **VINTAGE HEIGHTS 7TH ADDITION** as an addition to the  
12 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Pine**  
13 **Lake Development, L.L.C., a Nebraska limited liability company**, as owner is hereby  
14 accepted and approved, and said owner is given the right to plat said **VINTAGE HEIGHTS**  
15 **7TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and  
16 approval are conditioned upon the following:

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

23 Second: That said owner shall at its own cost and expense pay for  
24 all labor, material, engineering, and inspection costs in connection with the construction

1 of sidewalks as shown on the final plat. The construction shall be completed within four  
2 years following Planning Commission approval of this final plat.

3 Third: That said owner shall at its own cost and expense pay for all  
4 labor, material, engineering, and inspection costs in connection with the construction of  
5 sidewalks along the north side of Pine Lake Road as shown on the final plat. The  
6 construction shall be completed within four years following Planning Commission approval  
7 of this final plat.

8 Fourth: That said owner shall at its own cost and expense pay for all  
9 labor, material, engineering, and inspection costs in connection with the construction of  
10 sidewalks in the pedestrian way easements as shown on the final plat. The construction  
11 shall be completed at the same time that Round Hill Drive, Meursault Drive, and Gabrielle  
12 Drive within this final plat are paved.

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

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

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

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

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

14                  Tenth: That said owner shall at its own cost and expense pay for all  
15 labor, material, and related costs in connection with the installation of a landscape screen  
16 as shown on the approved landscape plan. The installation shall be completed within two  
17 year following Planning Commission approval of this final plat.

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

22                  Twelfth: That said owner shall at its own cost and expense pay for all  
23 labor, material, engineering, and inspection costs in connection with the placing of

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

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

8 The owner, its successors and assigns agree:

9 a. To submit to the Director of Public Works an erosion control  
10 plan.

11 b. To protect the remaining trees on the site during construction  
12 and development.

13 c. To pay all improvement costs.

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

16 e. To complete the private improvements shown on the preliminary  
17 plat.

18 f. To maintain the landscape screens and street trees along Pine  
19 Lake Road, the sidewalk in the pedestrian way easements, the outlots, and private  
20 improvements, including the island medians in the cul-de-sacs, on a permanent and contin-  
21 uous basis. However, the owner may be relieved and discharged of this maintenance  
22 obligation upon creating in writing a permanent and continuous association of property  
23 owners who would be responsible for said permanent and continuous maintenance. The

1 owner shall not be relieved of such maintenance obligation until the document or  
2 documents creating said property owners association have been reviewed and approved  
3 by the City Attorney and filed of record with the Register of Deeds.

4 g. To comply with the terms and conditions of the agreement  
5 between the subdivider and City regarding the mini-park site and bike trails as noted in the  
6 approved and accepted Gifting Agreement dated October 6, 1999 or amendments thereto.

7 h. To inform all purchasers and users that the land is potentially  
8 located within a 100-year flood plain and that the grading of the lot shall be in conformance  
9 with the grading plan approved with the Vintage Heights 2nd Addition Preliminary Plat No.  
10 99002 or as amended by the Director of Planning.

11 i. That no portion of a lot shall be graded below the potential 100-  
12 year flood elevation shown on the approved preliminary plat.

13 j. With the exception of installation ,repair and replacement of  
14 road improvements, stormwater and drainage improvements, utilities and pedestrian  
15 sidewalks and trails approved with a plat or community unit plan, all wetlands on the site  
16 are to be preserved, subject to any wetland improvements or wetland expansions from off-  
17 site wetland mitigation.

18 k. To comply with the provisions of the Land Subdivision  
19 Ordinance regarding land preparation.

20 l. To complete the permanent lot and block staking before  
21 construction on or conveyance of any lot shown on this final plat.

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



1           a.     A bond or an approved escrow or security agreement in the  
2 sum of \$259,800.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

4           b.     A bond or an approved escrow or security agreement in the  
5 sum of \$72,000.00 conditioned upon the strict compliance by said owner with the  
6 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

7           c.     A bond or an approved escrow or security agreement in the  
8 sum of \$6,200.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

10          d.     A bond or an approved escrow or security agreement in the  
11 sum of \$8,000.00 conditioned upon the strict compliance by said owner with the conditions  
12 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

13          e.     A bond or an approved escrow or security agreement in the  
14 sum of \$98,200.00 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

16          f.     A bond or an approved escrow or security agreement in the  
17 sum of \$120,900.00 conditioned upon the strict compliance by said owner with the  
18 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

19          g.     A bond or an approved escrow or security agreement in the  
20 sum of \$74,700.00 conditioned upon the strict compliance by said owner with the  
21 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

1           h.     A bond or an approved escrow or security agreement in the  
2 sum of \$28,500.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

4           i.     A bond or an approved escrow or security agreement in the  
5 sum of \$24,785.00 conditioned upon the strict compliance by said owner with the  
6 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

7           j.     A bond or an approved escrow or security agreement in the  
8 sum of \$6,750.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

10          k.     A bond or an approved escrow or security agreement in the  
11 sum of \$575.00 conditioned upon the strict compliance by said owner with the conditions  
12 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

13          l.     A bond or an approved escrow or security agreement in the  
14 sum of \$6,825.00 conditioned upon the strict compliance by said owner with the conditions  
15 contained in paragraph designated "Twelfth" of Paragraph 1 of this resolution.

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

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

1  
2  
3

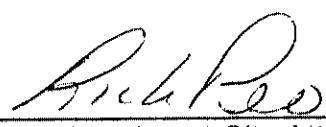
The foregoing Resolution was approved by the Lincoln City - Lancaster  
County Planning Commission on this 28th day of June, 2000.

Dated this 28th day of June, 2000.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
Chief Assistant City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Pine Lake Development, L.L.C., a Nebraska limited liability company**, 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 **VINTAGE HEIGHTS 7TH 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 **VINTAGE HEIGHTS 7TH ADDITION**, it is agreed by and between Subdivider and City as follows:

- a. The Subdivider agrees to submit to the Director of Public Works an erosion control plan.
- b. The Subdivider agrees to protect the remaining trees on the site during construction and development.
- c. The Subdivider agrees to pay all improvement costs.
- d. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
- e. The Subdivider agrees to complete the private improvements shown on the preliminary plat.

f. The Subdivider agrees to maintain the landscape screens and street trees along Pine Lake Road, the sidewalks in the pedestrian way easements, the outlots, and private improvements including the island medians in the cul-de-sacs on a permanent and continuous basis. However, the owner 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.

g. The Subdivider agrees to comply with the terms and conditions of the agreement between the subdivider and City regarding the mini-park site and bike trails as noted in the approved and accepted Gifting Agreement dated October 6, 1999 or amendments thereto.

h. The Subdivider agrees to inform all purchasers and users that the land is potentially located within a 100-year flood plain and that the grading of the lot shall be in conformance with the grading plan approved with the Vintage Heights 2nd Addition Preliminary Plat No. 99002 or as amended by the Director of Planning.

i. The Subdivider agrees that no portion of a lot shall be graded below the potential 100-year flood elevation shown on the approved preliminary plat.

j. The Subdivider agrees that, with the exception of installation, repair and replacement of road improvements, stormwater and drainage improvements, utilities and pedestrian sidewalks and trails approved with a plat or community unit plan,

all wetlands on the site are to be preserved, subject to any wetland improvements or wetland expansions from off-site wetland mitigation.

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

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

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

Dated this 5 day of July, 2000.

Pine Lake Development, L.L.C.,  
a Nebraska limited liability company,

Robert Lewis  
Witness

Robert D. Hampton  
Robert Hampton, Managing Member

ATTEST:

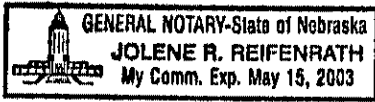
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Paul M. Meyer  
City Clerk

Don Wesely  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

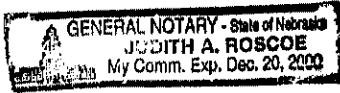
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2000, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.



Jolene R. Reifernath  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 19 day of July, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



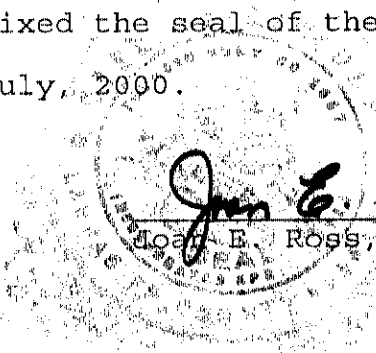
Judith A. Roscoe  
Notary Public

C E R T I F I C A T E

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

I, Joan E. Ross, 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 **Vintage Heights 7<sup>th</sup> Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on June 28, 2000, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 19th day of July, 2000.

A circular seal of the City of Lincoln, Nebraska, is stamped over the signature. The seal contains the text "CITY OF LINCOLN, NEBRASKA" around the perimeter and "1870" in the center. The signature "Joan E. Ross" is written in cursive over the seal.  
Joan E. Ross, Deputy City Clerk

*Ret to City Clerk*