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distance of 299.99 feet; thence north 58 degrees 20 minutes 31 seconds east, a distance of 300.00 feet; thence south 31 degrees 39 minutes 29 seconds east, a distance of 326.54 feet; thence north 55 degrees 55 minutes 55 seconds east, a distance of 48.93 feet; thence north 69 degrees 50 minutes 43 seconds east, a distance of 97.68 feet; thence north 85 degrees 02 minutes 09 seconds east, a distance of 90.76 feet; thence north 89 degrees 52 minutes 59 seconds east, a distance of 140.00 feet; thence south 00 degrees 07 minutes 01 seconds east, a distance of 150.00 feet; thence north 89 degrees 52 minutes 59 seconds east, a distance of 71.91 feet to a point of curvature to the right, having a central angle of 18 degrees 22 minutes 16 seconds, a radius of 600.00 feet, an arc length of 192.38 feet, a chord length of 191.56 feet and a chord bearing of south 80 degrees 55 minutes 53 seconds east; thence on said curve, a distance of 192.38 feet to a point of reverse curvature to the left, having a central angle of 62 degrees 21 minutes 58 seconds, a radius of 200.00 feet, an arc length of 217.70 feet, a chord length of 207.11 feet, and a chord bearing of north 77 degrees 04 minutes 16 seconds east; thence on said curve, a distance of 217.70 feet to a point of curvature to the left, having a central angle of 45 degrees 42 minutes 02 seconds, a radius of 400.00 feet, an arc length of 319.05 feet, a chord length of 310.66 feet, and a chord bearing of north 23 degrees 02 minutes 17 seconds east; thence on said curve, a distance of 319.05 feet to a point of tangency; thence north 00 degrees 11 minutes 17 seconds east, a distance of 218.82 feet to a point of curvature to the left, having a central angle of 19 degrees 01 minutes 48 seconds, a radius of 800.00 feet, an arc length of 265.71 feet, a chord length of 264.49 feet and a chord bearing of north 09 degrees 19 minutes 37 seconds west; thence on said curve, a distance of 265.71 feet to a point of curvature to the left, having a central angle of 33 degrees 47 minutes 30 seconds, a radius of 150.00 feet, an arc length of 88.47 feet, a chord length of 87.19 feet, and a chord bearing of north 35 degrees 44 minutes 17 seconds west; thence on said curve, a distance of 88.47 feet to a point of tangency; thence north 52 degrees 38 minutes 03 seconds west, a distance of 71.21 feet; thence south 37 degrees 21 minutes 57 seconds west, a distance of 160.00 feet; thence north 52 degrees 38 minutes 03 seconds west, a distance of 150.00 feet; thence north 37 degrees 21 minutes 57 seconds east, a distance of 160.00 feet; thence north 52 degrees 38 minutes 03 seconds west, a distance of 17.73 feet; thence north 37 degrees 21 minutes 57 seconds east, a distance of 200.01 feet; thence north

1 45 degrees 49 minutes 04 seconds east, a distance of 91.30
2 feet; thence north 60 degrees 48 minutes 26 seconds east, a
3 distance of 91.30 feet; thence north 78 degrees 15 minutes 30
4 seconds east, a distance of 122.03 feet; thence south 89
5 degrees 48 minutes 43 seconds east, a distance of 280.17 feet
6 to the west right-of-way line of S. 98th Street; thence on said
7 right-of-way line south 00 degrees 11 minutes 16 seconds west,
8 a distance of 1410.65 feet; thence south 89 degrees 55 minutes
9 58 seconds west, a distance of 1061.98 feet; thence south 00
0 degrees 07 minutes 01 seconds east, a distance of 381.01 feet;
1 thence north 89 degrees 52 minutes 59 seconds east, a distance
2 of 157.00 feet; thence south 00 degrees 07 minutes 01 seconds
3 east, a distance of 433.00 feet to the point of beginning and
4 containing a calculated area of 31.767 acres (34 lots and 1
5 outlot) more or less;

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

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

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

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

9 First: That said owner shall at its own cost and expense pay for all labor,
0 material, engineering, and inspection costs in connection with the construction of street

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

4 Second: That said owner shall at its own cost and expense pay for all
5 labor, material, engineering, and inspection costs in connection with the construction of
6 sidewalks along both sides of Meursault Drive, Glass Ridge Drive, Glass Ridge Place, the
7 north side of Pine Lake Road and the west side of S. 98th Street as shown on the final plat.
8 The construction shall be completed within four years following Planning Commission approval
9 of this final plat.

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

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

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

1 Sixth: That said owner shall at its own cost and expense pay for all labor,
2 material, engineering, and inspection costs in connection with the installation of an ornamental
3 street lighting system as required by the preliminary plat along Meursault Drive, Glass Ridge
4 Drive, and Glass Ridge Place, and on the north side of Pine Lake Road as shown on this final
5 plat. The construction shall be completed within two years following Planning Commission
6 approval of this final plat.

7 Seventh: That said owner shall at its own cost and expense pay for all
8 labor, material, and related costs in connection with the installation of street trees along Glass
9 Ridge Drive, Pine Lake Road, Glass Ridge Place, Meursault Drive and South 98th Street as
0 shown on the final plat. The planting shall be completed within four years following Planning
1 Commission approval of this final plat.

2 Eighth: That said owner shall at its own cost and expense pay for all
3 labor, material, and related costs in connection with the installation of a landscape screen
4 along Pine Lake Road and South 98th Street as shown on the approved landscape plan. The
5 installation shall be completed within two years following Planning Commission approval of
6 this final plat.

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

1 Tenth: That said owner shall at its own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the placing of permanent

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

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

6 The owner, its successors and assigns agree:

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

0 b. To protect the remaining trees on the site during construction and
1 development.

2 c. To pay all improvement costs.

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

5 e. To comply with the provisions of the Land Subdivision Ordinance
6 regarding land preparation.

7 f. To relinquish direct vehicular access to Pine Lake Road and
8 South 98th Street.

9 f. To maintain the outlots and private improvements on a permanent
0 and continuous basis. However, the owner may be relieved and discharged of this
1 maintenance obligation upon creating in writing a permanent and continuous association of
2 property owners who would be responsible for said permanent and continuous maintenance.

1 The 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 by
3 the City Attorney and filed of record with the Register of Deeds.

4 g. To complete the permanent lot and block staking before
5 construction on or conveyance of any lot shown on this final plat.

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

8 a. A bond or an approved escrow or security agreement in the sum
9 of \$115,050.00 conditioned upon the strict compliance by said owner with the conditions
0 contained in paragraph designated "First" of Paragraph 1 of this resolution.

1 b. A bond or an approved escrow or security agreement in the sum
2 of \$53,000.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

4 c. A bond or an approved escrow or security agreement in the sum
5 of \$48,375.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

7 d. A bond or an approved escrow or security agreement in the sum
8 of \$49,600.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

0 e. A bond or an approved escrow or security agreement in the sum
1 of \$38,570.00 conditioned upon the strict compliance by said owner with the conditions
2 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

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f. A bond or an approved escrow or security agreement in the sum of \$13,500.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

g. A bond or an approved escrow or security agreement in the sum of \$14,960.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

h. A bond or an approved escrow or security agreement in the sum of \$14,300.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

i. A bond or an approved escrow or security agreement in the sum of \$345.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

j. A bond or an approved escrow or security agreement in the sum of \$2,550.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

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

4. Immediately upon the adoption of this resolution and receipt of the written agreement required herein, the City Clerk shall cause the final plat and a certified copy of this

1 resolution together with said written agreement to be filed in the office of the Register of
2 Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owner.

3 The foregoing Resolution was approved by the Lincoln City - Lancaster County
4 Planning Commission on this 27th day of November, 2002.

5 Dated this 27th day of November, 2002.

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 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 **VINTAGE 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.
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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

6. The Subdivider agrees to relinquish direct vehicular access to Pine Lake Road and South 98th Street.

7. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

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

Dated this 13th day of April, 2002.

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

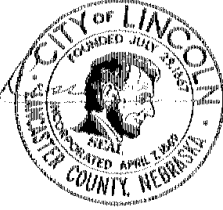
Robert Lewis
Witness

Robert Hampton
Robert Hampton, Managing Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

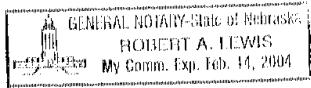
[Signature]
City Clerk



[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14 day of November, 2002, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of December, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Signature]
Notary Public

C E R T I F I C A T E

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

I, Teresa J. Meier, 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 12th Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **Nov. 27, 2002**, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 16th day of Dec, 2002.

