

Dan Galte
REGISTER OF DEEDS
2002 DEC 11 P 5:00
LANCASTER COUNTY, NE

\$86.50
INST NO 2002
089027
VINTAGE HEIGHTS
CODE
VINTAGE 7
CHECKED
ENTERED
EDITED

RESOLUTION NO. PC- 00774

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A RESOLUTION accepting and approving the plat designated as **VINTAGE HEIGHTS 11TH ADDITION** as an addition to the City of Lincoln, filed in the office of the Planning Department of the City of Lincoln, Nebraska, upon certain conditions herein specified and providing for sureties conditioned upon the strict compliance with such conditions.

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

Outlot C, Vintage Heights 7th Addition, Outlot A, Vintage Heights 8th Addition, and Outlot A, Vintage Heights 10th Addition, located in the East Half of Section 14, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more fully described as follows:

Referring to the northeast corner of the Southeast Quarter of said Section 14; thence south 00 degrees 11 minutes 16 seconds west (an assumed bearing) on the east line of said Southeast Quarter, a distance of 363.73 feet; thence north 89 degrees 48 minutes 43 seconds west, a distance of 50.00 feet to a point on the west right-of-way line of South 98th Street and the point of beginning; thence continuing north 89 degrees 48 minutes 43 seconds west, a distance of 280.17 feet; thence south 78 degrees 15 minutes 30 seconds west, a distance of 122.03 feet; thence south 60 degrees 48 minutes 26 seconds west, a distance of 91.30 feet; thence south 45 degrees 49 minutes 04 seconds west, a distance of 91.30 feet; thence south 37 degrees 21 minutes 57 seconds west, a distance of 200.01 feet; thence north 52 degrees 38 minutes 03 seconds west, a distance of 42.27 feet; thence south 37 degrees 21 minutes 57 seconds west, a distance of 166.53 feet; thence north 64 degrees 54 minutes 54 seconds west, a distance of 53.45 feet; thence south 55 degrees 12 minutes 07 seconds west, a distance of 75.97 feet; thence south 60 degrees 40 minutes 00 seconds west, a distance of 72.88 feet; thence south 57 degrees 21 minutes 45 seconds west, a distance of 62.80 feet; thence north 36 degrees

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43 minutes 47 seconds west, a distance of 130.01 feet to the point of curvature of a curve to the right, having a central angle of 09 degrees 31 minutes 11 seconds, a radius of 570.00 feet, an arc length of 94.71 feet, a chord length of 94.60 feet and a chord bearing north 58 degrees 01 minutes 48 seconds east; thence on said curve, a distance of 94.71 feet to the point of reverse curvature of a curve to the left, having a central angle of 03 degrees 48 minutes 34 seconds, a radius of 630.00 feet, an arc length of 41.89 feet, a chord length of 41.88 feet and a chord bearing north 60 degrees 53 minutes 07 seconds east; thence on said curve, a distance of 41.89 feet to the point of tangency; thence north 31 degrees 01 minutes 25 seconds west, a distance of 176.46 feet; thence north 41 degrees 37 minutes 37 seconds west, a distance of 199.48 feet; thence north 26 degrees 39 minutes 42 seconds west, a distance of 287.45 feet; thence north 31 degrees 06 minutes 14 seconds west, a distance of 145.25 feet; thence north 01 degrees 37 minutes 54 seconds west, a distance of 28.59 feet; thence north 77 degrees 12 minutes 54 seconds east, a distance of 135.78 feet to the point of curvature of a curve to the left, having a central angle of 05 degrees 02 minutes 54 seconds, a radius of 280.00 feet, an arc length of 24.67 feet, a chord length of 24.66 feet and a chord bearing south 15 degrees 18 minutes 33 seconds east; thence on said curve, a distance of 24.67 feet to the point of tangency; thence north 72 degrees 10 minutes 00 seconds east, a distance of 186.93 feet; thence north 19 degrees 26 minutes 33 seconds west, a distance of 62.37 feet; thence north 12 degrees 47 minutes 06 seconds west, a distance of 67.54 feet; thence north 09 degrees 47 minutes 04 seconds east, a distance of 160.85 feet; thence south 74 degrees 25 minutes 54 seconds east, a distance of 38.62 feet; thence north 61 degrees 14 minutes 03 seconds east, a distance of 83.13 feet; thence north 87 degrees 17 minutes 59 seconds east, a distance of 106.89 feet; thence north 00 degrees 14 minutes 59 seconds west, a distance of 198.92 feet; thence north 01 degrees 39 minutes 37 seconds west, a distance of 137.27 feet; thence south 89 degrees 55 minutes 38 seconds west, a distance of 153.48 feet; thence south 79 degrees 36 minutes 03 seconds west, a distance of 71.90 feet; thence north 89 degrees 48 minutes 52 seconds west, a distance of 73.45 feet; thence north 00 degrees 11 minutes 08 seconds east, a distance of 195.00 feet; thence north 89 degrees 48 minutes 52 seconds west, a distance of 34.15 feet; thence north 00 degrees 11 minutes 08 seconds east, a distance of 130.00 feet; thence south 89 degrees 48 minutes 52

1 seconds east, a distance of 160.00 feet; thence north 00
2 degrees 11 minutes 08 seconds east, a distance of 80.70 feet;
3 thence south 85 degrees 24 minutes 28 seconds east, a
4 distance of 88.63 feet; thence south 87 degrees 14 minutes 39
5 seconds east, a distance of 203.37 feet; thence north 87
6 degrees 48 minutes 23 seconds east, a distance of 781.31 feet
7 to a point on the west right-of-way line of South 98th Street;
8 thence south 00 degrees 11 minutes 08 seconds west, on said
9 line, a distance of 1155.98 feet; thence south 00 degrees 11
0 minutes 16 seconds west, a distance of 363.73 feet to the point
1 of beginning and containing a calculated area of 44.110 acres
2 (76 lots and 3 outlots) more or less;

3
4 has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,
5 with a request for approval and acceptance thereof; and

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

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

0 1. That the plat of **VINTAGE HEIGHTS 11TH ADDITION** as an addition to the
1 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Pine**
2 **Lake Development, L.L.C., a Nebraska limited liability company**, as owner is hereby
3 accepted and approved, and said owner is given the right to plat said **VINTAGE HEIGHTS**
4 **11TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and
5 approval are conditioned upon the following:

6 First: That said owner shall at its own cost and expense pay for all labor,
7 material, engineering, and inspection costs in connection with the construction of street
8 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,

1 and storm drain laterals for all streets as shown on the approved final plat. The construction
2 shall be completed within two years following Planning Commission approval of this final plat.

3 Second: 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 both sides of Forest Glen Drive, South 96th Street, Avalon Court, Glass
6 Ridge Drive, Glass Ridge Court, and Oakville Road and as shown on the final plat. The
7 construction shall be completed within four years following Planning Commission approval of
8 this final plat.

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

3 Fourth: 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 a
5 public wastewater collection system as shown on the approved preliminary plat. The
6 construction shall be completed within two years following Planning Commission approval of
7 this final plat.

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

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

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

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

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

1 The owner, its successors and assigns agree:

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

4 b. To protect the remaining trees on the site during construction and
5 development.

6 c. To pay all improvement costs.

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

9 e. To continuously and regularly maintain street trees along the
0 private roadways.

1 f. To maintain Outlot "A" on a permanent and continuous basis.

2 g. To comply with the provisions of the Land Subdivision Ordinance
3 regarding land preparation.

4 h. To relinquish direct vehicular access to South 98th Street.

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

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

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

5 a. A bond or an approved escrow or security agreement in the sum
6 of \$367,400.00 conditioned upon the strict compliance by said owner with the conditions
7 contained in paragraph designated "First" of Paragraph 1 of this resolution.

8 b. A bond or an approved escrow or security agreement in the sum
9 of \$95,800.00 conditioned upon the strict compliance by said owner with the conditions
0 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

1 c. A bond or an approved escrow or security agreement in the sum
2 of \$175,100.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

4 d. A bond or an approved escrow or security agreement in the sum
5 of \$173,200.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

7 e. A bond or an approved escrow or security agreement in the sum
8 of ^{500⁰⁰} \$57,000.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

0 f. A bond or an approved escrow or security agreement in the sum
1 of \$40,000.00 conditioned upon the strict compliance by said owner with the conditions
2 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the sum
2 of \$29,700.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

4 h. A bond or an approved escrow or security agreement in the sum
5 of \$690.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the sum
8 of \$5,700.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

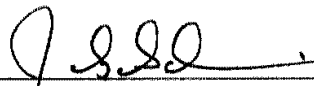
0 The bonds required above shall be subject to approval by the City Attorney. In
1 the event that said owner or its surety shall fail to satisfy the conditions herein set forth within
2 the time specified in this resolution, the City may cause the required work to be performed and
3 recover the cost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

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

8 The foregoing Resolution was approved by the Lincoln City - Lancaster County
9 Planning Commission on this 13th day of November, 2002.

0 Dated this 13th 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 11TH 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 11TH 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 continuously and regularly maintain street trees along the private roadways.
6. The Subdivider agrees to maintain Outlot "A" on a permanent and continuous basis.
7. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
8. The Subdivider agrees to relinquish direct vehicular access to South 98th Street.
9. 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.
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. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 14 day of NOVEMBER, 2002.

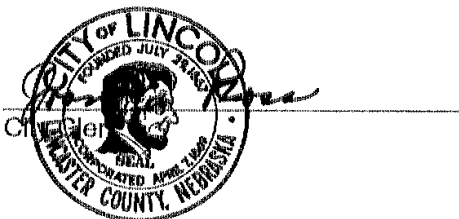
Pine Lake Development, L.L.C.,
a Nebraska limited liability company,

Robert Lewis
Witness

Robert D. Hampton
Robert Hampton, Managing Member

ATTEST:

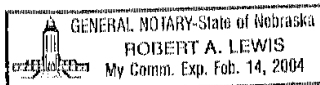
CITY OF LINCOLN, NEBRASKA,
a municipal corporation



Don Wesely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

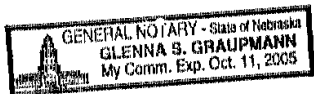
The foregoing instrument was acknowledged before me this 14 day of November, 2002, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.



Robert A. Lewis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of December, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Glenna S. Graupmann
Notary Public

ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT

This Assignment, Assumption, and Release Agreement dated the 2nd day of December, 2002, is entered into between **Pine Lake Development L.L.C.**, a Nebraska limited liability company, ("Assignor"), **Campbell's Nursery and Garden Center, Inc.**, a Nebraska corporation, ("Assignee"), and the **City of Lincoln, Nebraska**, a municipal corporation ("City").

WHEREAS, Resolution No. PC- 00774, accepted and approved the final plat of **Vintage Heights 11th Addition** as an addition to the City of Lincoln upon condition that Assignor, at Assignor's own cost and expense, pay for all labor, material and related costs in connection with the planting of street trees along both sides of all streets and private roadways within **Vintage Heights 11th Addition**, and on the side of the streets and private roadways which abut said Addition within four years following Planning Commission approval of said final plat. Said condition is hereinafter referred to as "the Obligation"; and

WHEREAS, as a prerequisite for the adoption of Resolution No. PC- 00774 the Assignor was required to execute and deliver to the City a bond or an approved escrow or security agreement in the sum of \$29,700.00 to guarantee the Obligation; and

WHEREAS, Assignor desires to transfer and convey to Assignee and Assignee is willing to assume the Obligation; and

WHEREAS, Assignor and Assignee desire that the City consent to the assignment and assumption of the Obligations and to release Assignor from said Obligation; and

WHEREAS, the City is willing to release Assignor from the Obligation and to accept the assignment and assumption of the Obligation by Assignee provided that Assignee provides the City with a bond or an approved escrow or security agreement in the sum of \$29,700.00 to guarantee satisfaction of the Obligation.

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

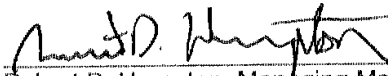
1. Assignor does hereby assign, transfer and convey to Assignee all of the Obligation.

2. Assignee does hereby accept the assignment and agrees to assume the Obligation and further agrees to provide the City with a bond, or an approved escrow or other security agreement in the amount of \$29,700.00 to guarantee satisfaction of the Obligations.

3. The City does hereby acknowledge receipt of an Irrevocable Letter of Credit from American National Bank in the amount of \$29,700.00 for the account of Assignee to guarantee satisfaction of the Obligation and the City does hereby consent to the assignment. The City further hereby releases Assignor from the Obligation.

4. This agreement shall be binding upon and inure to the benefit of Assignor, Assignee, and the City and their respective successors and assigns.



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

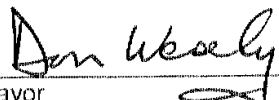
By: 
Robert D. Hampton, Managing Member

Campbell's Nursery and Garden Center, Inc.
a Nebraska corporation,
Assignee

By: 
Richard B. Campbell, President

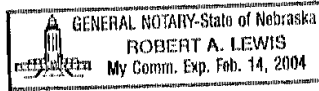
ATTEST:
City of Lincoln, Nebraska
a municipal corporation


City Clerk 

By: 
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 14 day of Nov, 2002, by **Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company**, on behalf of said limited liability company.



Robert A. Lewis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

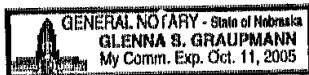
The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 19 day of November, 2002, by **Richard B. Campbell, President of Campbell's Nursery and Garden Center, Inc., a Nebraska corporation**, on behalf of said corporation.



Sandy Priefert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 2nd day of December, 2002, by **Don Wesely, Mayor of the City of Lincoln, Nebraska**, on behalf of the City.



Glenna S. Graupman
Notary Public



AMERICAN NATIONAL BANK
American Dreams Come True

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. 569

September 26, 2002

City of Lincoln, Nebraska
A Municipal Corporation
575 South 10th Street
Lincoln, Nebraska 68508

RE: **Campbell's Nursery and Garden Centers, Inc.**
7000 S 56 Street
Lincoln, Nebraska 68516

Dear Sir/Madam:

We hereby establish our Irrevocable Standby Letter of Credit in your favor, for the account of **Campbell's Nursery and Garden Centers, Inc.** for planting of street trees along both sides of all streets and private roadways within Vintage Heights 11th addition to the City of Lincoln, Lancaster County, Nebraska.

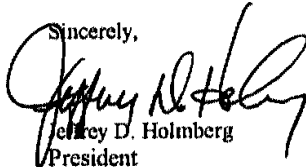
This Letter of Credit in the amount of **Twenty-nine Thousand Seven Hundred and 00/100 Dollars (\$29,700.00)** available by your sight draft drawn on American National Bank, 4200 South 27th Street, Lincoln, Nebraska 68502.

This Letter of Credit is effective **September 26, 2002** and will expire on **June 30, 2003**. This Letter of Credit shall be automatically extended for additional period of one year from the present or each future expiration date unless we have notified you in writing, not less than 60 days before such date, that we elect not to renew this Letter of Credit. Drafts drawn on this Letter of Credit must bear on their face the words **Drawn under American National Bank, Lincoln, Nebraska Letter of Credit No. 569 dated September 26, 2002** for the account of **Campbell's Nursery and Garden Centers, Inc.**

The American National Bank must not be called upon to determine questions of fact or law at issue between the account parties and the beneficiary. By accepting this Letter of Credit, the account parties agree to pay on demand all costs or attorneys' fees incurred or paid by the American National Bank for any litigation in connection with this Letter of Credit.

This Letter of Credit is subject to "Uniform Customs and Practice for Documentary Credits" (Revised 1993), International Chamber of Commerce Brochure No. 500, or any subsequent revision thereof.

Sincerely,



Jeffrey D. Holmberg
President

• BUSINESS BANKING • CASH MANAGEMENT • PRIVATE BANKING

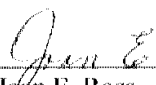

4200 SOUTH 27TH STREET • LINCOLN, NE 68502 • 402-420-1818 • FAX 402-420-7203 • WEBSITE: anbank.com • MEMBER FDIC

CERTIFICATE

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

I, Joan E. Ross, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of **Vintage Heights 11th Addition, Agreement and Assignment, Assumption, and Release Agreement as approved by the Planning Commission on November 13, 2002**, 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 11th day of December, 2002.


Joan E. Ross, City Clerk 

certify.jer