

\$60.50

INST. NO 98

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OCT 26 12 14:00

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RESOLUTION NO. PC- 00458

1 A RESOLUTION accepting and approving the plat designated as THE RIDGE  
2 12TH 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  
4 herein specified and providing for sureties conditioned upon the strict  
5 compliance with such conditions.

6 WHEREAS, Ridge Development Company, a Nebraska corporation, owner of  
7 a tract of land legally described as:

8 Outlot "A", The Ridge 11th Addition, all located in the  
9 Southeast Quarter of Section 13, Township 9 North, Range  
10 6 East of the 6th P.M., City of Lincoln, Lancaster  
11 County, Nebraska, and more particularly described as  
12 follows:

13 Commencing at the northeast corner of said Outlot "A",  
14 said point being the northwest corner of Lot 1, Block 1,  
15 The Ridge 5th Addition, said point being the true point  
16 of beginning; thence south 0 degrees 32 minutes 27  
17 seconds west along the east line of said Outlot "A",  
18 said line being the west line of said Lot 1, a distance  
19 of 72.70 feet to a point of deflection, said point being  
20 the northwest corner of Lot 2, Block 1, The Ridge 5th  
21 Addition; thence south 20 degrees 42 minutes 28 seconds  
22 west along the east line of said Outlot "A", said line  
23 being the west line of Lots 2 and 3, Block 1, The Ridge  
24 5th Addition, a distance of 219.18 feet to the southeast  
25 corner of said Lot 3, said point being on the north  
26 right-of-way line of Winding Ridge Road; thence around  
27 a curve in a counterclockwise direction having a delta  
28 angle of 01 degrees 39 minutes 31 seconds, an arc  
29 distance of 10.00 feet, a radius of 345.46 feet, and a  
30 chord of north 70 degrees 07 minutes 18 seconds west  
31 along the south line of said Outlot "A", said line being  
32 the north right-of-way line of Winding Ridge Road, a  
33 distance of 10.00 feet to a point of deflection; thence  
34 south 19 degrees 02 minutes 57 seconds west along the  
35 east line of said Outlot "A", said line being the west  
36 right-of-way line of Winding Ridge Road, a distance of  
37 60.00 feet to a point of deflection; thence around a  
38 curve in a clockwise direction having a delta angle of  
39 08 degrees 30 minutes 32 seconds, an arc distance of

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1 42.39 feet, a radius of 285.46 feet, and a chord of  
2 south 66 degrees 41 minutes 47 seconds east along the  
3 north line of said Outlot "A", said line being the south  
4 right-of-way line of Winding Ridge Road, a distance of  
5 42.35 feet to the northwest corner of Lot 1, Block 3,  
6 The Ridge 5th Addition; thence south 23 degrees 40  
7 minutes 06 seconds west along the east line of said  
8 Outlot "A", said line being the west line of said Lot 1,  
9 a distance of 117.44 feet to a point of deflection;  
10 thence south 7 degrees 36 minutes 59 seconds east along  
11 the east line of said Outlot "A", said line being the  
12 west line of said Lot 1, a distance of 113.64 feet to  
13 the northwest corner of Lot 2, Block 3, The Ridge 5th  
14 Addition; thence south 0 degrees 01 minutes 54 seconds  
15 east along the east line of said Outlot "A", said line  
16 being the west line of Lots 2, 3, and 4, Block 3, The  
17 Ridge 5th Addition, a distance of 423.81 feet to a point  
18 of deflection, said point being the northwest corner of  
19 Lot 5, Block 3, The Ridge 5th Addition; thence south 5  
20 degrees 34 minutes 44 seconds east along the east line  
21 of said Outlot "A", said line being the west line of  
22 said Lot 5, a distance of 83.14 feet to the southeast  
23 corner of said Outlot "A", said point being the south-  
24 west corner of said Lot 5; thence south 89 degrees 58  
25 minutes 06 seconds west along the south line of said  
26 Outlot "A", said line being the north line of Outlot  
27 "B", The Ridge 11th Addition, a distance of 378.04 feet  
28 to the southwest corner of said Outlot "A", said point  
29 being the northwest corner of said Outlot "B", said  
30 point being on the east line of Lot 46 I.T.; thence  
31 north 0 degrees 01 minutes 54 seconds west along the  
32 west line of said Outlot "A", said line being the east  
33 line of said Lot 46 I.T., a distance of 959.21 feet to  
34 the northwest corner of said Outlot "A", said point  
35 being the southwest corner of Lot 1, Block 1, Chez Ami  
36 Knolls 6th Addition; thence south 89 degrees 27 minutes  
37 33 seconds east along the north line of said Outlot "A",  
38 a distance of 220.00 feet to a point of deflection, said  
39 point being the southeast corner of said Lot 1; thence  
40 north 0 degrees 01 minutes 54 seconds west along the  
41 west line of said Outlot "A", said line being the east  
42 line of said Lot 1, a distance of 120.00 feet to the  
43 northwest corner of said Outlot "A", said point being  
44 the southwest corner of Lot 3, Block 1, Chez Ami Knolls  
45 4th Addition; thence south 89 degrees 27 minutes 33  
46 seconds east along the north line of said Outlot "A",  
47 said line being the south line of said Lot 3, a distance  
48 of 250.70 feet to the point of beginning, said tract  
49 contains a calculated area of 9.02 acres 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 **THE RIDGE 12TH ADDITION** as an addition to the  
8 City of Lincoln, Nebraska, filed in the office of the Planning Department of said  
9 City by **Ridge Development Company, a Nebraska corporation**, as owner is hereby  
10 accepted and approved, and said owner is given the right to plat said **THE RIDGE**  
11 **12TH ADDITION** as an addition to said City in accordance therewith. Such  
12 acceptance and approval are conditioned upon the following:

13 First: That said owner shall at its own cost and expense pay for all  
14 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 for  
20 all labor, material, engineering, and inspection costs in connection with the  
21 construction of sidewalks as shown on the approved preliminary plat. The  
22 construction shall be completed within four years following Planning Commission  
23 approval of this final plat.

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

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

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

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

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

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

24 Eighth: That said owner shall at its own cost and expense pay for  
25 all labor, material, and related costs in connection with the installation of

1 street name signs as approved by the Public Works Department. This installation  
2 shall be completed within two years following Planning Commission approval of  
3 this final plat.

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

9 2. That prior to this final plat being filed for record or recorded  
10 in the Office of the Register of Deeds of Lancaster County and before any lot may  
11 be sold, said owner shall enter into a written agreement with the City which  
12 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, except that the 12" water  
20 main in Winding Ridge Road is eligible for a \$1,900 subsidy for the cost of  
21 construction.

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

24 e. To continuously and regularly maintain the street trees.

1                   f. To complete the private improvements shown on the  
2 preliminary plat and community unit plan for Ridge Addition.

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

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

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

15                   a. A bond or an approved escrow or security agreement in the  
16 sum of \$63,000.00 conditioned upon the strict compliance by said owner with the  
17 conditions contained in paragraph designated "First" of Paragraph 1 of this  
18 resolution.

19                   b. A bond or an approved escrow or security agreement in the  
20 sum of \$14,000.00 conditioned upon the strict compliance by said owner with the  
21 conditions contained in paragraph designated "Second" of Paragraph 1 of this  
22 resolution.

23                   c. A bond or an approved escrow or security agreement in the  
24 sum of \$16,000.00 conditioned upon the strict compliance by said owner with the

1 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
2 resolution.

3 d. A bond or an approved escrow or security agreement in the  
4 sum of \$18,000.00 conditioned upon the strict compliance by said owner with the  
5 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
6 resolution.

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

11 f. A bond or an approved escrow or security agreement in the  
12 sum of \$6,500.00 conditioned upon the strict compliance by said owner with the  
13 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this  
14 resolution.

15 g. A bond or an approved escrow or security agreement in the  
16 sum of \$9,855.00 conditioned upon the strict compliance by said owner with the  
17 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this  
18 resolution.

19 h. A bond or an approved escrow or security agreement in the  
20 sum of \$115.00 conditioned upon the strict compliance by said owner with the  
21 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this  
22 resolution.

23 i. A bond or an approved escrow or security agreement in the  
24 sum of \$600.00 conditioned upon the strict compliance by said owner with the

1 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this  
2 resolution.

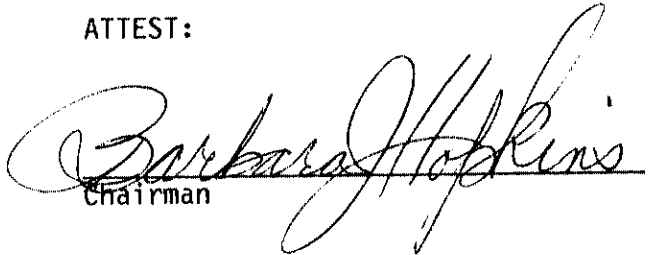
3 The bonds required above shall be subject to approval by the City  
4 Attorney. In the event that said owner or surety shall fail to satisfy the  
5 conditions herein set forth within the time specified in this resolution, the  
6 City may cause the required work to be performed and recover the cost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

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

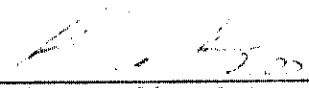
13 The foregoing Resolution was approved by the Lincoln City - Lancaster  
14 County Planning Commission on this 7th day of October, 1998.

15 Dated this 7th day of October, 1998.

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 **Ridge Development Company, a Nebraska corporation**, 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 **THE RIDGE 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 **THE RIDGE 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, except that the 12" water main in Winding Ridge Road is eligible for a \$1,900 subsidy for the cost of construction.

4. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain the street trees.

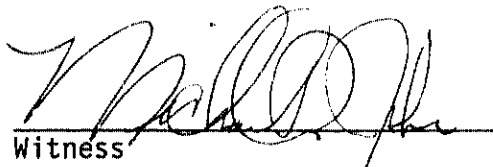
6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan for Ridge Addition.

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

8. The Subdivider agrees 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.

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

Dated this 5th day of Oct., 1998.

  
Witness

RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation,

By:   
Thomas E. White  
President of Development Division

RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation,

[Signature]  
Witness

By: [Signature]  
John C. Brager  
President of Construction Division

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 5th day of Oct, 1998, by Thomas E. White, President of Development Division, Ridge Development Company, a Nebraska corporation.

GENERAL NOTARY - State of Nebraska  
MICHAEL R. JOHNSON  
My Comm. Exp. Nov. 21, 1999

[Signature]  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 5th day of Oct, 1998, by John C. Brager, President of Construction Division, Ridge Development Company, a Nebraska corporation.

GENERAL NOTARY - State of Nebraska  
MICHAEL R. JOHNSON  
My Comm. Exp. Nov. 21, 1999

[Signature]  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 14 day of October, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

GENERAL NOTARY - State of Nebraska  
JUDITH A. ROSCOE  
My Comm. Exp. Dec. 20, 2000

[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, 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 **The Ridge 12th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **October 7, 1998**, 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 26<sup>th</sup> day of October, 1998.

  
*Joan E. Ross*  
Deputy City Clerk

*Ret to City Clerk*