

\$75.50

Dan Jalta
REGISTER OF DEEDS
2009 JAN 20 P 4: 18

INST. NO 2000

002758

BLOCK

CODE

CHECKED

ENTERED

EDNED

\$75.50

RESOLUTION NO. PC- 00563

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

6 WHEREAS, **Ridge Development Company, a Nebraska corporation;**
7 **Southview, Inc., a Nebraska corporation; Large Partnership, Ltd., a Nebraska limited**
8 **partnership; Wilderness Ridge, L.L.C., a Nebraska Limited liability company; and**
9 **Horizons Community United Methodist Church, a Nebraska nonprofit corporation,**
10 owners of a tract of land legally described as:

11 ^{NW NW SE SW SW NW NW NE NE NE SE}
12 Lots 1, 4, 9, 14, 16, 18, 21, 24, 27, 28, 29, 30 Irregular Tracts,
13 the Northwest Quarter of the Southeast Quarter, and a
14 portion of the North Half of the South Half of the Northwest
15 Quarter, all located in Section 25, Township 9 North, Range 6
16 East of the 6th P.M., Lancaster County, Nebraska, and more
particularly described as follows:

17 Beginning at the northwest corner of said Lot 21 I.T., said point
18 being the true point of beginning; thence along an assumed
19 bearing of south 89 degrees 39 minutes 00 seconds east,
20 along the north line of said Lot 21 I.T., a distance of 679.06
21 feet, to a point of curvature; thence along a curve having a
22 radius of 898.83 feet, along the north line of said Lot 21 I.T.,
23 arc length of 301.22 feet, delta angle of 19 degrees 12' minutes
24 04 seconds, a chord bearing of south 80 degrees 02 minutes
25 59 seconds east, and a chord length of 299.81 feet, to a point
26 of tangency; thence south 89 degrees 39 minutes 00 seconds
27 east, along a north line of said Lot 21 I.T., a distance of 43.29
28 feet, to a northeast corner of said Lot 21 I.T.; thence north 79
29 degrees 07 minutes 00 seconds east, along a north line of said
30 Lot 1 I.T., a distance of 87.27 feet to a north corner of said Lot
31 1 I.T.; thence south 89 degrees 39 minutes 00 seconds east,
32 along a north line of said Lot 1 I.T., a distance of 1229.81 feet,
33 to a northeast corner of said Lot 1 I.T.; thence north 00

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degrees 01 minutes 45 seconds west, along a west line of said Lot 28 I.T., a distance of 33.00 feet, to a northwest corner of said Lot 28 I.T.; thence south 89 degrees 38 minutes 45 seconds east, along a north line of said Lot 28 I.T., said line also being the north line of said Section 25, a distance of 1287.04 feet to a northeast corner of said Lot 28 I.T.; thence south 00 degrees 01 minutes 45 seconds east, along an east line of said Lot 28 I.T., a distance of 33.00 feet to a northwest corner of said Lot 27 I.T.; thence south 89 degrees 38 minutes 45 seconds east, along a north line of said Lot 27 I.T., a distance of 1144.28 feet, to a northeast corner of said Lot 27 I.T.; thence south 00 degrees 21 minutes 15 seconds west, along an east line of said Lot 27 I.T., a distance of 17.00 feet to an east corner of said Lot 27 I.T.; thence south 89 degrees 38 minutes 45 seconds east, along a north line of said Lot 27 I.T., a distance of 150.00 feet, to an east corner of said Lot 27 I.T.; thence south 00 degrees 03 minutes 17 seconds east, along an east line of said Lots 27 and 28 I.T., a distance of 1274.72 feet, to a northeast corner of said Lot 29 I.T.; thence south 00 degrees 38 minutes 43 seconds west, along an east line of said Lot 29 I.T., a distance of 818.58 feet, to an east corner of said Lot 29 I.T.; thence south 00 degrees 03 minutes 17 seconds east, along an east line of said Lot 29 I.T., a distance of 506.12 feet to a northeast corner of said Lot 30 I.T.; thence south 00 degrees 00 minutes 42 seconds east, along an east line of said Lot 30 I.T., a distance of 293.88 feet, to an east corner of said Lot 30 I.T.; thence south 00 degrees 50 minutes 02 seconds east, along an east line of said Lot 30 I.T., a distance of 696.92 feet to an east corner of said Lot 30 I.T.; thence north 89 degrees 59 minutes 18 seconds east, along a north line of said Lot 30 I.T., a distance of 17.00 feet to an east corner of said Lot 30 I.T.; thence south 00 degrees 00 minutes 42 seconds east, along an east line of said Lot 30 I.T., a distance of 300.00 feet to an east corner of said Lot 30 I.T.; thence south 89 degrees 59 minutes 18 seconds west, along a south line of said Lot 30 I.T., a distance of 17.00 feet to an east corner of said Lot 30 I.T.; thence south 00 degrees 00 minutes 42 seconds east, along an east line of said Lot 30 I.T., a distance of 1353.12 feet, to a southeast corner of said Lot 30 I.T.; thence north 89 degrees 38 minutes 49 seconds west, along the south line of said Lots 30 and 9 I.T., said line also being the south line of said Section 25, a distance of 2020.16 feet to a southwest corner of said Lot 9 I.T.; thence north 28 degrees 36 minutes 46 seconds west, along a west line of said Lots 9, 14, 16, 18, 24, and 21 I.T., said line also being the east right-of-way line of Burlington Northern Santa

1 Fe Railroad, a distance of 6049.81 feet to the true point of
2 beginning; said tract contains a calculated area of
3 18,243,320.83 square feet or 418.81 acres, more or less;

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

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

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

10 1. That the plat of **WILDERNESS RIDGE ADDITION** as an addition to the
11 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by
12 **Ridge Development Company, a Nebraska corporation; Southview, Inc., a Nebraska**
13 **corporation; Large Partnership, Ltd., a Nebraska limited partnership; Wilderness**
14 **Ridge, L.L.c., a Nebraska Limited liability company; and Horizons Community United**
15 **Methodist Church, a Nebraska nonprofit corporation,** as owners is hereby accepted
16 and approved, and said owners are given the right to plat said **WILDERNESS RIDGE**
17 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
18 approval are conditioned upon the following:

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

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Second: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of street improvements, including the grading, paving, and installation of curb and gutter, curb inlets, and storm drain laterals for the private roadways as shown on the approved final plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

Third: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of sidewalks along both sides of the public streets and private roadways shown on the final plat. The construction shall be completed within four years following Planning Commission approval of this final plat.

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

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

Sixth: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction

1 of drainage facilities as shown on the approved drainage study. The construction shall be
2 completed within two years following Planning Commission approval of this final plat.

3 Seventh: That said owners shall at their own cost and expense pay
4 for all labor, material, engineering, and inspection costs in connection with the installation
5 of a private ornamental street lighting system along the private roadways within this final
6 plat. The construction shall be completed within two years following Planning Commission
7 approval of this final plat.

8 Eighth: That said owners shall at their own cost and expense pay for
9 all labor, material, and related costs in connection with the installation of street trees along
10 the streets and private roadways as shown on this final plat. The planting shall be
11 completed within four years following Planning Commission approval of this final plat.

12 Ninth: That said owners shall at their own cost and expense pay for
13 all labor, material, and related costs in connection with the installation of a landscape
14 screen as shown on the approved landscape plan. The installation shall be completed
15 within two years following Planning Commission approval of this final plat.

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

20 Eleventh: That said owners shall at their own cost and expense pay
21 for all labor, material, engineering, and inspection costs in connection with the placing of
22 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent

1 lot staking shall be completed before construction on or conveyance of any lot shown in
2 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
5 until said owners shall enter into a written agreement with the City which shall provide as
6 follows:

7 The owners, their successors and assigns agree:

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

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

12 c. To pay all improvement costs.

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

15 e. To continuously and regularly maintain the street trees along
16 the private roadways and landscape screens.

17 f. To complete the private improvements shown on the preliminary
18 plat and community unit plan.

19 g. To maintain the outlots and private improvements on a
20 permanent and continuous basis. However, the owners may be relieved and discharged
21 of this maintenance obligation upon creating in writing a permanent and continuous
22 association of property owners who would be responsible for said permanent and
23 continuous maintenance. The owners shall not be relieved of such maintenance obligation

1 until the document or documents creating said property owners association have been
2 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

3 h. To comply with the provisions of the Land Subdivision
4 Ordinance regarding land preparation.

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

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

9 a. A bond or an approved escrow or security agreement in the
10 sum of \$31,600.00 conditioned upon the strict compliance by said owners with the
11 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

12 b. A bond or an approved escrow or security agreement in the
13 sum of \$543,500.00 conditioned upon the strict compliance by said owners with the
14 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

15 c. A bond or an approved escrow or security agreement in the
16 sum of \$195,700.00 conditioned upon the strict compliance by said owners with the
17 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

18 d. A bond or an approved escrow or security agreement in the
19 sum of \$276,500.00 conditioned upon the strict compliance by said owners with the
20 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

21 e. A bond or an approved escrow or security agreement in the
22 sum of \$411,900.00 conditioned upon the strict compliance by said owners with the
23 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

1 f. A bond or an approved escrow or security agreement in the
2 sum of \$188,200.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

4 g. A bond or an approved escrow or security agreement in the
5 sum of \$67,500.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

7 h. A bond or an approved escrow or security agreement in the
8 sum of \$97,880.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

10 i. A bond or an approved escrow or security agreement in the
11 sum of \$10,340.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

13 j. A bond or an approved escrow or security agreement in the
14 sum of \$690.00 conditioned upon the strict compliance by said owners with the conditions
15 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

16 k. A bond or an approved escrow or security agreement in the
17 sum of \$11,225.00 conditioned upon the strict compliance by said owners with the
18 conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

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

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

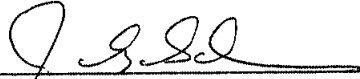
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copy of this resolution together with said written agreement to be filed in the office of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owners

The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 1st day of December, 1999.


Dated this 1st day of December, 1999.

ATTEST:



Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Ridge Development Company, a Nebraska corporation; Southview, Inc., a Nebraska corporation; Large Partnership, Ltd., a Nebraska limited partnership; Wilderness Ridge, L.L.C., a Nebraska Limited liability company; and Horizons Community United Methodist Church, a Nebraska nonprofit 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 **WILDERNESS RIDGE 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 **WILDERNESS RIDGE ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works an erosion control plan.
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 the street trees along the private roadways and landscape screens.

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

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

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

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

Dated this 7th day of December, 1999.

Ridge Development Company,
a Nebraska corporation,

Barbara J. Fisher
Witness

Thomas E. White
Thomas E. White
President of Development

Ridge Development Company,
a Nebraska corporation,

Barbara J. Fisher
Witness

John C. Brager
John C. Brager
President of Construction

Southview, Inc.,
a Nebraska corporation,

Barbara J. Fisher
Witness

Gerald L. Schleich
Gerald L. Schleich
President

Large Partnership, LTD.
a Nebraska limited partnership,

Gerald L. Schleich
Witness

Richard L. Large
Richard L. Large
General Partner

Horizons Community United
Methodist Church,
a Nebraska nonprofit corporation,

Darren P. Shute
Witness

James E. Peters
James E. Peters
Chair, Steering Committee

ATTEST:

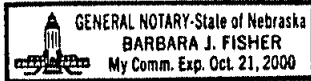
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul M. Mulgan
City Clerk

Don Weely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

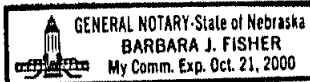
The foregoing instrument was acknowledged before me this 7th day of December, 1999, by Thomas E. White, President of Development, Ridge Development Company, a Nebraska corporation.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

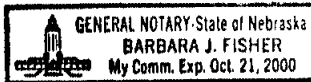
The foregoing instrument was acknowledged before me this 7th day of December, 1999, by John C. Brager, President of Construction, Ridge Development Company, a Nebraska corporation.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)


The foregoing instrument was acknowledged before me this 6th day of December, 1999, by Gerald L. Schleich, President, Southview, Inc., a Nebraska corporation.




Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)


The foregoing instrument was acknowledged before me this 3rd day of December, 1999, by Richard L. Large, general partner, Large Partnership, Ltd., a Nebraska limited partnership.

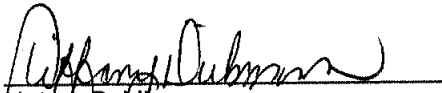
 GENERAL NOTARY - State of Nebraska
GERALD L. SCHLEICH
My Comm. Exp. May 24, 2001


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)


The foregoing instrument was acknowledged before me this 9th day of December, 1999, by James E. Peters, Chair, Steering Committee, Horizons Community United Methodist Church, a Nebraska nonprofit corporation.


 GENERAL NOTARY - State of Nebraska
TIFFANY DIEKMANN
My Comm. Exp. Nov. 27, 2002


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of January, ~~1999~~ 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

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


Notary Public

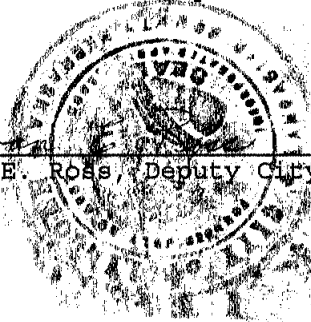
C E R T I F I C A T E

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 **Wilderness Ridge Addition** as passed and approved by the Lincoln City-Lancaster County Planning Commission on December 1, 1999, 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 6th day of January, 2000.


Joan E. Ross, Deputy City Clerk



Ret to City Clerk