

\$70.50

*Dea Jalle*  
REGISTER OF DEEDS  
1998 JUN 24 P 1:55

INST. NO 98  
031246

BLOCK  
CODE  
CHECKED  
ENTERED  
FOOTED

RESOLUTION NO. PC- 00435

1                   A RESOLUTION accepting and approving the plat designated as **KING**  
2                   **RIDGE 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                   Lot 54 I.T., located in the Northwest Quarter of Section  
9                   6, Township 10 North, Range 7 East of the 6th P.M., City  
10                   of Lincoln, Lancaster County, Nebraska, and more  
11                   particularly described as follows:

12                   Commencing from the southwest corner of the Northwest  
13                   Quarter of said Section 6; thence on an assumed bearing  
14                   of north 89 degrees 20 minutes 38 seconds east along the  
15                   south line of the northwest corner of said Section 6, a  
16                   distance of 50.01 feet to the southwest corner of Lot 47  
17                   I.T.; thence north 00 degrees 15 minutes 23 seconds east  
18                   along the west line of Lot 47 I.T., a distance of 16.50  
19                   feet to the Northwest Quarter of Lot 47 I.T., said point  
20                   being the southwest corner of said Lot 54 I.T., and the  
21                   true point of beginning; thence north 00 degrees 15  
22                   minutes 23 seconds east along the west line of said Lot  
23                   54 I.T., a distance of 425.39 feet to a point of  
24                   deflection; thence north 45 degrees 15 minutes 23  
25                   seconds east along the northwest line of said Lot 54  
26                   I.T., a distance of 21.21 feet to a point of deflection;  
27                   thence south 89 degrees 44 minutes 37 seconds east along  
28                   the north line of said Lot 54 I.T., a distance of 35.00  
29                   feet to a point of deflection; thence north 00 degrees  
30                   15 minutes 23 seconds east along the west line of said  
31                   Lot 54 I.T., a distance of 17.00 feet to a point of  
32                   deflection; thence north 68 degrees 58 minutes 03  
33                   seconds east along the northwest line of said Lot 54  
34                   I.T., a distance of 42.93 feet to a point of deflection;  
35                   thence north 00 degrees 15 minutes 23 seconds east along  
36                   the west line of said Lot 54 I.T., a distance of 68.00  
37                   feet to a point of deflection; thence north 50 degrees  
38                   05 minutes 21 seconds west along the southwest line of  
39                   said Lot 54 I.T., a distance of 75.33 feet to a point of

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deflection; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Lot 54 I.T., a distance of 94.88 feet to a point of intersection with the south line of Lot 48 I.T.; thence south 89 degrees 44 minutes 37 seconds east along the south line of Lot 48 I.T., a distance of 335.40 feet to the southeast corner of Lot 48 I.T.; thence north 00 degrees 15 minutes 23 seconds east along the east line of Lot 48 I.T., a distance of 208.70 feet to the northeast corner of Lot 48 I.T.; thence north 89 degrees 44 minutes 37 seconds west along the north line of Lot 48 I.T., a distance of 367.40 feet to the northwest corner of Lot 48 I.T.; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Lot 54 I.T., a distance of 417.31 feet to the southwest corner of Lot 50 I.T.; thence south 89 degrees 44 minutes 37 seconds east along the south line of Lot 50 I.T., a distance of 367.50 feet to the southeast corner of Lot 50 I.T.; thence north 00 degrees 15 minutes 23 seconds east along the east line of Lot 50 I.T., a distance of 730.63 feet to the northeast corner of Lot 50 I.T.; thence north 89 degrees 44 minutes 37 seconds west along the north line of Lot 50 I.T., a distance of 272.50 feet to a point of intersection with the west line of said Lot 54 I.T.; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Lot 54 I.T., a distance of 60.00 feet to a point of deflection; thence north 34 degrees 50 minutes 17 seconds west along the southwest line of said Lot 54 I.T., a distance of 107.84 feet to a point of deflection; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Lot 54 I.T., a distance of 438.54 feet to the northwest corner of said Lot 54 I.T.; thence south 89 degrees 32 minutes 57 seconds east along the north line of said Lot 54 I.T., a distance of 2589.91 feet to the northeast corner of said Lot 54 I.T.; thence south 01 degrees 02 minutes 06 seconds west along the east line of said Lot 54 I.T., a distance of 2594.08 feet to the southeast corner of said Lot 54 I.T., said point being the southeast corner of the Northwest Quarter of said Section 6; thence south 89 degrees 20 minutes 38 seconds west along the south line of said Lot 54 I.T., a distance of 1307.93 feet to the southeast corner of Lot 47 I.T.; thence north 00 degrees 39 minutes 22 seconds west along the east line of Lot 47 I.T., a distance of 16.50 feet to the northeast corner of Lot 47 I.T.; thence south 89 degrees 20 minutes 38 seconds west along the south line of said Lot 54 I.T., a distance of 1279.79 feet to the true point of

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beginning, said tract contains a calculated area of  
147.30 acres, or 6,416,400.26 square feet more or less;

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

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

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

1. That the plat of **KING RIDGE ADDITION** as an addition to the City  
of Lincoln, Nebraska, filed in the office of the Planning Department of said City  
by **Ridge Development Company, a Nebraska corporation**, as owner is hereby accepted  
and approved, and said owner is given the right to plat said **KING RIDGE ADDITION**  
as an addition to said City in accordance therewith. Such acceptance and  
approval are conditioned upon the following:

First: That said owner shall at its 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  
Folkways Boulevard as shown on the approved final plat. The construction shall  
be completed within two years following Planning Commission approval of this  
final plat.

Second: That said owner shall at its own cost and expense pay  
for all labor, material, engineering, and inspection costs in connection with the  
construction of sidewalks along both sides of Folkways Boulevard and the east  
side of North 27th Street abutting Lots 1 and 2 as shown on the final plat. The

1 construction shall be completed within four years following Planning Commission  
2 approval of this final plat.

3 Third: That said owner shall at its own cost and expense pay  
4 for all labor, material, engineering, and inspection costs in connection with the  
5 construction of sidewalks along the north side of North Hill Road and within the  
6 45' wide public access, pedestrian way easement to Folkways Boulevard, as shown  
7 on the final plat. The construction shall be completed at the same time that  
8 the street within this final plat is paved.

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

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

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

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

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

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

15 Tenth: That said owner shall at its own cost and expense pay  
16 for all labor, material, and related costs in connection with the installation  
17 of street trees along North 27th Street, Folkways Boulevard, and Hill Top Road  
18 as shown on this final plat. The planting shall be completed within four years  
19 following Planning Commission approval of this final plat.

20 Eleventh: That said owner shall at its own cost and expense  
21 pay for all labor, material, and related costs in connection with the  
22 installation of a landscape screen along North 27th Street as shown on the  
23 approved landscape plan. The installation shall be completed within two years  
24 following Planning commission approval of this final plat.

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

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

11 2. That prior to adoption of this resolution, said owner shall enter  
12 into a written agreement with the City which shall provide as follows:

13 The owner, its successors and assigns agree:

14 a. To submit to the Director of Public Works a plan showing  
15 proposed measures to control sedimentation and erosion and the proposed method  
16 to temporarily stabilize all graded land for approval.

17 b. To complete the private improvements shown on the  
18 preliminary plat.

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

1 owners association have been reviewed and approved by the City Attorney and filed  
2 of record with the Register of Deeds.

3 d. To continuously and regularly maintain the landscape  
4 screens.

5 e. To submit to the lot buyers a copy of the soil analysis.

6 f. To pay all improvement costs.

7 g. To comply with the Land Preparation and Grading  
8 requirements of the Land Subdivision Ordinance.

9 h. To relinquish the right of direct vehicular access to  
10 North 27th Street from lots abutting North 27th Street.

11 i. To perpetually maintain the sidewalks in the pedestrian  
12 way easements at their own cost and expense.

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

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

17 a. A bond or an approved escrow or security agreement in the  
18 sum of \$187,700.00 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "First" of Paragraph 1 of this  
20 resolution.

21 b. A bond or an approved escrow or security agreement in the  
22 sum of \$26,800.00 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "Second" of Paragraph 1 of this  
24 resolution.

1 c. A bond or an approved escrow or security agreement in the  
2 sum of \$11,200.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
4 resolution.

5 d. A bond or an approved escrow or security agreement in the  
6 sum of \$68,600.00 conditioned upon the strict compliance by said owner with the  
7 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
8 resolution.

9 e. A bond or an approved escrow or security agreement in the  
10 sum of \$70,800.00 conditioned upon the strict compliance by said owner with the  
11 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this  
12 resolution.

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

17 g. A bond or an approved escrow or security agreement in the  
18 sum of \$49,200.00 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this  
20 resolution.

21 h. A bond or an approved escrow or security agreement in the  
22 sum of \$24,500.00 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this  
24 resolution.



1 i. A bond or an approved escrow or security agreement in the  
2 sum of \$12,600.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this  
4 resolution.

5 j. A bond or an approved escrow or security agreement in the  
6 sum of \$15,340.00 conditioned upon the strict compliance by said owner with the  
7 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this  
8 resolution.

9 k. A bond or an approved escrow or security agreement in the  
10 sum of \$1,470.00 conditioned upon the strict compliance by said owner with the  
11 conditions contained in paragraph designated "Eleventh" of Paragraph 1 of this  
12 resolution.

13 l. A bond or an approved escrow or security agreement in the  
14 sum of \$115.00 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Twelfth" of Paragraph 1 of this  
16 resolution.

17 m. A bond or an approved escrow or security agreement in the  
18 sum of \$600.00 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "Thirteenth" of Paragraph 1 of this  
20 resolution.

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

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


The foregoing Resolution was approved by the Lincoln City - Lancaster County Planning Commission on this 3rd day of June, 1998.

Dated this 3rd day of June, 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 **KING 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 , it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
2. The Subdivider agrees to complete the private improvements shown on the preliminary plat.
3. The Subdivider agrees to continuously and regularly maintain the landscape screens.
4. The Subdivider agrees to submit to the lot buyers a copy of the soil analysis.
5. The Subdivider agrees to pay all improvement costs.
6. The Subdivider agrees to comply with the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

7. The Subdivider agrees to relinquish the right of direct vehicular access to North 27th Street from lots abutting North 27th Street.

8. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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. 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.

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

Dated this 8th day of June, 1998.

ATTEST:

RIDGE DEVELOPMENT COMPANY, A  
NEBRASKA CORPORATION, GENERAL PARTNER

\_\_\_\_\_  
Secretary

By:

Thomas E. White  
Thomas E. White, President  
of Development Division  
for Ridge Development Company

\_\_\_\_\_  
Secretary

By:

John C. Brager  
John C. Brager, President  
of Construction Division  
for Ridge Development Company

ATTEST:

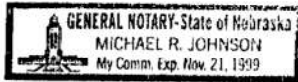
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Paul W. Madigan  
City Clerk

[Signature]  
Mayor

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF LANCASTER )

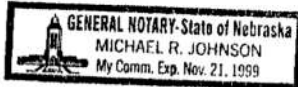
The foregoing instrument was acknowledged before me this 8th day of June, 1998, by Thomas E. White, President of Development Division for Ridge Development Company, a Nebraska Corporation, on behalf of the corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF LANCASTER )

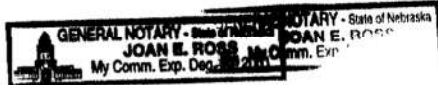
The foregoing instrument was acknowledged before me this 8th day of June, 1998, by John C. Brager, President of Construction Division for Ridge Development Company, a Nebraska Corporation, on behalf of the corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 17th day of June, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



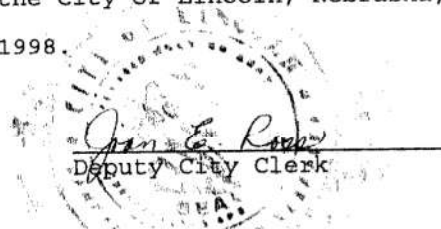
[Signature]  
Notary Public

C E R T I F I C A T E

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

I, 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 **King Ridge Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **June 3, 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 18<sup>th</sup> day of June, 1998.



*Ret to City Clerk*