

#71.50

*John Gault*  
REGISTER OF DEEDS  
1999 JAN -4 P 4:56

INST. NO 99  
000254

BLOCK
CODE
<i>KIRI I.T.</i>
CHECKED
ENTERED
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<i>X</i>

RESOLUTION NO. PC- 00472

1           A RESOLUTION accepting and approving the plat designated as KING  
2 RIDGE 1ST ADDITION as an addition to the City of Lincoln, filed in the office of  
3 the 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 "B" and Outlot "C" King Ridge Addition, and Lots  
9 49 I.T. and 50 I.T., all located in the Northwest  
10 Quarter of Section 6, Township 10 North, Range 7 East of  
11 the 6th P.M., City of Lincoln, Lancaster County,  
12 Nebraska, and more particularly described as follows:

13           Commencing from the northwest corner of said Northwest  
14 Quarter; thence easterly on an assumed bearing of south  
15 89 degrees 32 minutes 57 seconds east along the north  
16 line of said Northwest Quarter, a distance of 83 feet to  
17 the northwest corner of said Outlot "C", said point  
18 being the true point of beginning; thence south 89  
19 degrees 32 minutes 57 seconds east along the north line  
20 of said Outlot "C", said line being the north line of  
21 said Northwest Quarter, a distance of 2589.91 feet to  
22 the northeast corner of said Outlot "C", said point  
23 being the northeast corner of said Northwest Quarter;  
24 thence south 01 degrees 02 minutes 06 seconds west along  
25 the east line of said Outlot "C", said line being the  
26 east line of said Northwest Quarter, a distance of  
27 2594.08 feet to the southeast corner of said Outlot "B",  
28 said point being the southeast corner of said Northwest  
29 Quarter; thence south 89 degrees 20 minutes 38 seconds  
30 west along the south line of said Outlot "B", said line  
31 being the south line of said Northwest Quarter, a  
32 distance of 966.77 feet to a point of curvature; thence  
33 along a curve in a clockwise direction, having a radius  
34 of 579.12 feet, arc length of 115.76 feet, delta angle  
35 of 11 degrees 27 minutes 10 seconds, a chord bearing of  
36 north 66 degrees 01 minutes 13 seconds west along the  
37 south line of said Outlot "B", and a chord length of  
38 115.57 feet to a point of deflection; thence north 29  
39 degrees 42 minutes 22 seconds east along the west line

*X*

*Jean Ross -  
City Clerk*

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of said Outlot "B", a distance of 72.00 feet to a point of curvature; thence along a curve in a clockwise direction having a radius of 507.12 feet, arc length of 64.04 feet, delta angle of 07 degrees 14 minutes 07 seconds, a chord bearing of north 56 degrees 40 minutes 34 seconds west along the south line of said Outlot "B", and a chord length of 64.00 feet to a point of deflection; thence north 53 degrees 03 minutes 31 seconds west along the south lines of said Outlot "B" and said Outlot "C", a distance of 409.15 feet to a point of curvature; thence along a curve in a counterclockwise direction having a radius of 561.00 feet, arc length of 359.19 feet, delta angle of 36 degrees 41 minutes 06 seconds, a chord bearing of north 71 degrees 24 minutes 04 seconds west along the south line of said Outlot "C", and a chord length of 353.09 feet to a point of tangency; thence north 89 degrees 44 minutes 37 seconds west along the south line of said Outlot "C", a distance of 13.70 feet to a point of deflection; thence north 87 degrees 27 minutes 11 seconds west along the south line of said Outlot "C", a distance of 162.63 feet to a point of deflection; thence north 89 degrees 44 minutes 37 seconds west along the south line of said Outlot "C", a distance of 567.50 feet to a point of deflection; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Outlot "C", said line being 140.00 feet east of and parallel to the west line of said Northwest Quarter, a distance of 25.50 feet to a point of deflection; thence north 50 degrees 05 minutes 21 seconds west along the west line of said Outlot "C", a distance of 75.33 feet to a point of deflection; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Outlot "C", said line being 82.00 feet east of and parallel to the west line of said Northwest Quarter, a distance of 94.88 feet to the southwest corner of Lot 48 I.T.; thence south 89 degrees 44 minutes 37 seconds east along the south line of said Lot 48 I.T., a distance of 335.40 feet to the southeast corner of said Lot 48 I.T.; thence north 00 degrees 15 minutes 23 seconds east along the east line of said Lot 48 I.T., a distance of 208.70 feet to the northeast corner of said Lot 48 I.T.; thence north 89 degrees 44 minutes 37 seconds west along the north line of said Lot 48 I.T., a distance of 367.40 feet to the northwest corner of said Lot 48 I.T.; thence north 00 degrees 15 minutes 23 seconds east along the west lines of said Outlot "C", said Lot 50 I.T. and said Lot 49 I.T., said line being 50.00 feet east of and parallel to the west line of said Northwest Quarter, a

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distance of 1086.17 feet to the northwest corner of said Lot 50 I.T.; thence north 45 degrees 15 minutes 23 seconds east along the north line of said Lot 50 I.T., a distance of 21.21 feet to a point of deflection; thence south 89 degrees 44 minutes 37 seconds east along the north line of said Lot 50 I.T., a distance of 35.00 feet to a point of deflection; thence north 00 degrees 15 minutes 23 seconds east along the north line of said Lot 50 I.T., said line being 100.00 feet east of and parallel to the west line of said Northwest Quarter, a distance of 10.78 feet to a point of deflection; thence north 51 degrees 35 minutes 48 seconds east along the north line of said Lot 50 I.T., a distance of 57.63 feet to a point of deflection; thence north 00 degrees 15 minutes 23 seconds east along the west line of said Outlot "C", said line being 145.00 feet east of and parallel to the west line of said Northwest Quarter, a distance of 60.00 feet to a point of deflection; thence north 34 degrees 50 minutes 17 seconds west along the west line of said Outlot "C", 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 Outlot "C", said line being 83.00 feet east of and parallel to the west line of said Northwest Quarter, a distance of 438.54 feet to the true point of beginning; said tract contains a calculated area of 6,017,152.23 square feet or 138.13 acres, 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 1ST 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**

1       **1ST ADDITION** as an addition to said City in accordance therewith. Such  
2 acceptance and approval are conditioned upon the following:

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

9               Second: 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 sidewalks as shown on the final plat. The construction shall be  
12 completed within four years following Planning Commission approval of this final  
13 plat.

14              Third: 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              Fourth: 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 drainage facilities as shown on the approved drainage study. The  
22 construction shall be completed within two years following Planning Commission  
23 approval of this final plat.

24              Fifth: 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 installation of an ornamental street lighting system as required by the  
2 preliminary plat for all streets shown on this final plat. The construction  
3 shall be completed within two years following Planning Commission approval of  
4 this final plat.

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

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

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

19 Ninth: 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 placing of permanent lot stakes at all corners of all lots and blocks of this  
22 final plat. The permanent lot staking shall be completed before construction on  
23 or conveyance of any lot shown in this final plat.

24 2. That this plat shall not be filed for record or recorded in the  
25 Office of the Register of Deeds of Lancaster County and no lot shall be sold from

1 this plat unless and until said owner shall enter into a written agreement with  
2 the City which shall provide as follows:

3 The owner, its successors and assigns agree:

4 a. To submit to the Director of Public Works an erosion  
5 control plan.

6 b. To protect the remaining trees on the site during  
7 construction and development.

8 c. To pay all improvement costs.

9 d. To submit to lot buyers and builders a copy of the soil  
10 analysis.

11 e. To continuously and regularly maintain the landscape  
12 screens.

13 f. To complete the private improvements shown on the King  
14 Ridge preliminary plat.

15 g. To maintain the outlots and private improvements on a  
16 permanent and continuous basis. However, the owner may be relieved and  
17 discharged of this maintenance obligation upon creating in writing a permanent  
18 and continuous association of property owners who would be responsible for said  
19 permanent and continuous maintenance. The owner shall not be relieved of such  
20 maintenance obligation until the document or documents creating said property  
21 owners association have been reviewed and approved by the City Attorney and filed  
22 of record with the Register of Deeds.

23 h. To relinquish the right of direct vehicular access to  
24 North 27th Street, except as shown on the plat.

1                   i. To comply with the provisions of the Land Subdivision  
2 Ordinance regarding land preparation.

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

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

7                   a. A bond or an approved escrow or security agreement in the  
8 sum of \$11,100.00 conditioned upon the strict compliance by said owner with the  
9 conditions contained in paragraph designated "First" of Paragraph 1 of this  
10 resolution.

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

15                   c. A bond or an approved escrow or security agreement in the  
16 sum of \$20,800.00 conditioned upon the strict compliance by said owner with the  
17 conditions contained in paragraph designated "Third" of Paragraph 1 of this  
18 resolution.

19                   d. A bond or an approved escrow or security agreement in the  
20 sum of \$109,500.00 conditioned upon the strict compliance by said owner with the  
21 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this  
22 resolution.

23                   e. A bond or an approved escrow or security agreement in the  
24 sum of \$59,300.00 conditioned upon the strict compliance by said owner with the

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

3 f. A bond or an approved escrow or security agreement in the  
4 sum of \$32,905.00 conditioned upon the strict compliance by said owner with the  
5 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this  
6 resolution.

7 g. A bond or an approved escrow or security agreement in the  
8 sum of \$18,880.00 conditioned upon the strict compliance by said owner with the  
9 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this  
10 resolution.

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

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

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

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



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

4 The foregoing Resolution was approved by the Lincoln City - Lancaster  
5 County Planning Commission on this 16 day of December, 1998.

6 Dated this 16 day of December, 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 1ST 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 KING RIDGE 1ST 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 builders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain the landscape screens.

6. The Subdivider agrees to complete the private improvements shown on the King Ridge preliminary plat.

7. The Subdivider agrees to relinquish the right of direct vehicular access to North 27th Street, except as shown on the plat.

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. 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 17th day of December, 1998.

ATTEST:

\_\_\_\_\_  
Secretary

RIDGE DEVELOPMENT COMPANY, A  
NEBRASKA CORPORATION, GENERAL PARTNER

By:

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

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

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

ATTEST:

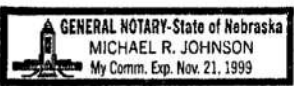
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

*Kenneth M. Metzger*  
City Clerk

*Dale R. Young*  
Mayor

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF LANCASTER   )

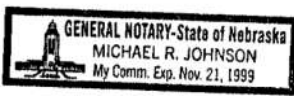
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1998, by Thomas E. White, President of Development Division for Ridge Development Company, a Nebraska Corporation, on behalf of the corporation.



*[Signature]*  
Notary Public

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF LANCASTER   )

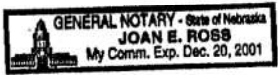
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1998, by John C. Brager, President of Construction Division for Ridge Development Company, a Nebraska Corporation, on behalf of the corporation.



*[Signature]*  
Notary Public

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 1998, by Dale Young, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



*Joan E. Ross*  
Notary Public

Approved as to Form and Legality:

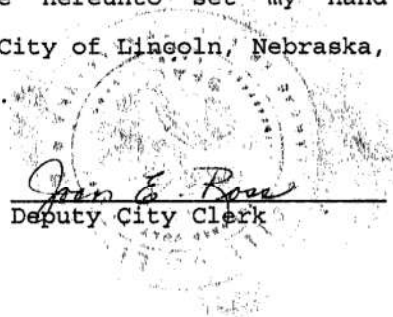
\_\_\_\_\_  
Assistant City Attorney

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 1st Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **December 16, 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 4<sup>th</sup> day of January, 1999.

  
Joan E. Ross  
Deputy City Clerk

*Return to City Clerk*