

\$77.50

Dan Galt

INST. NO 99

REGISTER OF DEEDS

1999 DEC 21 P 2:13

065748

BLOCK
Block
PILAH 17
PORTER 1
EXEMPTED
EXEMPTED
LX

RESOLUTION NO. PC- 00556

1 A RESOLUTION accepting and approving the plat designated as **PINE LAKE**
2 **HEIGHTS SOUTH 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 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, and R.C. Krueger Development Company,**
8 **Inc., a Nebraska corporation,** owners of a tract of land legally described as:

9 Lot 1, Block 3, Outlot "A" and Outlot "B" Pine Lake Heights
10 17th Addition, and Lot 29 I.T., and also Outlot "C" Porter Ridge
11 West 1st Addition, all located in Section 19, Township 9 North,
12 Range 7 East of the 6th P.M., City of Lincoln, Lancaster
13 County, Nebraska, and more particularly described as follows:

14 Commencing from the northwest corner of the Southwest
15 Quarter of said Section; thence on an assumed bearing south
16 89 degrees 35 minutes 44 seconds east, 50.00 feet to the
17 point of beginning, said point also being the northwest corner
18 of Lot 29 I.T.; thence continuing south 89 degrees 35 minutes
19 44 seconds east along the north line of said Lot 29 I.T., a
20 distance of 2344.37 feet to a point of deflection, said point also
21 being the southwest corner of Outlot "C" of said Porter Ridge
22 West 1st Addition; thence north 19 degrees 17 minutes 28
23 seconds east along the west line of Outlot "C" of said Porter
24 Ridge West 1st Addition, a distance of 76.40 feet to the most
25 northern corner of said Outlot "C"; thence along a curve in a
26 counterclockwise direction, having a radius of 725.18 feet, arc
27 length of 104.42 feet, delta angle of 8 degrees 15 minutes 01
28 seconds, a chord bearing of south 45 degrees 44 minutes 21
29 seconds east along the northeast line of said Outlot "C", and
30 a chord length of 104.33 feet to a point of deflection, said point
31 also being the southeast corner of said Outlot "C" Porter Ridge
32 West 1st Addition; thence south 89 degrees 35 minutes 44
33 seconds east along the north line of said Lot 29 I.T., a distance
34 of 100.99 feet to a point, said point also being a southwesterly
35 corner of Outlot "A" of said Pine Lake Heights 17th Addition;

City Clerk
(Joan)

1 thence along a curve in a clockwise direction, having a radius
2 of 665.18 feet, arc length of 49.32 feet, delta angle of 4
3 degrees 14 minutes 53 seconds, a chord bearing of north 54
4 degrees 26 minutes 43 seconds west along the southwest line
5 of said Outlot "A", and a chord length of 49.31 feet to a point
6 of deflection; thence north 48 degrees 45 minutes 22 seconds
7 east along the northwest line of Outlot "A" of said Pine Lake
8 Heights 17th Addition, a distance of 113.35 feet to a point of
9 deflection; thence south 66 degrees 38 minutes 56 seconds
10 east along the northeast line of Outlot "A" of said Pine Lake
11 Heights 17th Addition, a distance of 71.87 feet to the northeast
12 corner of said Outlot "A"; thence south 29 degrees 28 minutes
13 08 seconds west along the southeast line of Outlot "A" of said
14 Pine Lake Heights 17th Addition, a distance of 121.85 feet to
15 a point of deflection, said point also being on the east line of
16 said Lot 29 I.T.; thence south 00 degrees 02 minutes 27
17 seconds east along the east line of said Lot 29 I.T., a distance
18 of 67.86 feet to a point on the north line of Outlot "B", Pine
19 Lake Heights 17th Addition; thence along a curve in a counter-
20 clockwise direction having a radius of 595.00 feet arc length of
21 273.06 feet, delta angle of 26 degrees 17 minutes 39 seconds,
22 a chord bearing of south 76 degrees 53 minutes 54 seconds
23 east along the north line of said Outlot "B", a chord length of
24 270.67 feet to a point of tangency; thence north 89 degrees 57
25 minutes 17 seconds east along the north line of Outlot "B" and
26 Lot 1, Block 3, Pine Lake Heights 17th Addition, a distance of
27 132.69 feet to the northeast corner of said Lot 1, Block 3, Pine
28 Lake Heights 17th Addition; thence south 00 degrees 02
29 minutes 43 seconds east along the east line of Lot 1, Block 3
30 of said Pine Lake Heights 17th Addition and its extension, a
31 distance of 82.00 feet to a point of deflection, said point also
32 being a northeast corner of Outlot "B", said Pine Lake Heights
33 17th Addition; thence north 89 degrees 57 minutes 17 seconds
34 east along a north line of Outlot "B", Pine Lake Heights 17th
35 Addition, a distance of 60.00 feet to a point of deflection
36 thence north 00 degrees 02 minutes 43 seconds west along a
37 west line of Outlot "B", said Pine Lake Heights 17th Addition,
38 a distance of 10.00 feet to a point of deflection; thence north
39 89 degrees 57 minutes 33 seconds east along a north line of
40 Outlot "B", said Pine Lake Heights 17th Addition, a distance of
41 110.00 feet to a northeast corner of said Outlot "B", Pine Lake
42 Heights 17th Addition; thence south 00 degrees 02 minutes 43
43 seconds east along an east line of Outlot "B", said Pine Lake
44 Heights 17th Addition and its extension, a distance of 1030.05
45 feet to a point; thence south 89 degrees 57 minutes 33
46 seconds west, a distance of 706.35 feet to a point; thence

1 south 00 degrees 02 minutes 27 seconds east, a distance of
2 282.33 feet to a point; thence south 89 degrees 57 minutes 33
3 seconds west, a distance of 127.70 feet to a point of curvature;
4 thence along a curve in a counterclockwise direction, having
5 a radius of 740.00 feet, arc length of 484.03 feet, delta angle
6 of 37 degrees 28 minutes 37 seconds, a chord bearing of
7 south 71 degrees 13 minutes 14 seconds west, and a chord
8 length of 475.45 feet to a point; thence south 42 degrees 28
9 minutes 56 seconds west, a distance of 60.00 feet to a point;
10 thence north 47 degrees 31 minutes 04 seconds west, a
11 distance of 530.03 feet to a point of curvature; thence along a
12 curve in a counterclockwise direction, having a radius of
13 495.00 feet, arc length of 625.23 feet, delta angle of 72
14 degrees 22 minutes 10 seconds, a chord bearing of north 83
15 degrees 42 minutes 09 seconds west, and a chord length of
16 584.49 feet to a point of tangency; thence south 60 degrees 06
17 minutes 46 seconds west, a distance of 474.12 feet to a point
18 of curvature; thence along a curve in a clockwise direction,
19 having a radius of 780.00 feet, arc length of 406.39 feet, delta
20 angle of 29 degrees 51 minutes 06 seconds, a chord bearing
21 of south 75 degrees 02 minutes 19 seconds west, and a chord
22 length of 401.81 feet to a point of tangency; thence south 89
23 degrees 57 minutes 52 seconds west, a distance of 66.98 feet
24 to a point on the west line of said Lot 29 I.T., said line also
25 being the east line of South 27th Street right-of-way; thence
26 north 00 degrees 02 minutes 08 seconds west along the west
27 line of said Lot 29 I.T., said line being the east line of said
28 South 27th Street right-of-way, a distance of 1678.38 feet to
29 the true point of beginning, said tract contains a calculated
30 area of 103.45 acres, or 4,506,708.43 square feet more or
31 less;

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

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

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

1 1. That the plat of **PINE LAKE HEIGHTS SOUTH ADDITION** as an addition
2 to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City
3 by **Ridge Development Company, a Nebraska corporation, Southview, Inc., a**
4 **Nebraska corporation, and R.C. Krueger Development Company, Inc., a Nebraska**
5 **corporation, as owners is hereby accepted and approved, and said owners are given the**
6 **right to plat said PINE LAKE HEIGHTS SOUTH ADDITION as an addition to said City in**
7 **accordance therewith. Such acceptance and approval are conditioned upon the following:**

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

14 Second: That said owners shall at their own cost and expense pay
15 for all labor, material, engineering, and inspection costs in connection with the construction
16 of sidewalks as shown on the final plat. The construction shall be completed within four
17 years following Planning Commission approval of this final plat.

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

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

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

11 Sixth: That said owners shall at their own cost and expense pay for
12 all labor, material, and related costs in connection with the installation of street trees as
13 shown on the final plat. The planting shall be completed within four years following
14 Planning Commission approval of this final plat.

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

19 Eighth: That said owners shall at their own cost and expense pay for
20 all labor, material, engineering, and inspection costs in connection with the placing of
21 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
22 lot staking shall be completed before construction on or conveyance of any lot shown in
23 this final plat.

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

5 The owners, their successors and assigns agree:

6 a. To submit to the Director of Public Works an erosion control
7 plan.

8 b. To protect the remaining trees on the site during construction
9 and development.

10 c. To pay all improvement costs except those which are
11 specifically subsidized by the City.

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

14 e. To continuously and regularly maintain street trees.

15 f. To complete the private improvements shown on the preliminary
16 plat.

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

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

3 i. 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 owners shall, prior to adoption of this resolution, execute and
6 deliver to the City of Lincoln:

7 a. A bond or an approved escrow or security agreement in the
8 sum of \$99,000.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

10 b. A bond or an approved escrow or security agreement in the
11 sum of \$24,900.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

13 c. A bond or an approved escrow or security agreement in the
14 sum of \$41,300.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

16 d. A bond or an approved escrow or security agreement in the
17 sum of \$42,500.00 conditioned upon the strict compliance by said owners with the
18 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

19 e. A bond or an approved escrow or security agreement in the
20 sum of \$12,000.00 conditioned upon the strict compliance by said owners with the
21 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

22 f. A bond or an approved escrow or security agreement in the
23 sum of \$11,220.00 conditioned upon the strict compliance by said owners with the
24 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum of \$230.00 conditioned upon the strict compliance by said owners 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
5 sum of \$3,225.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

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

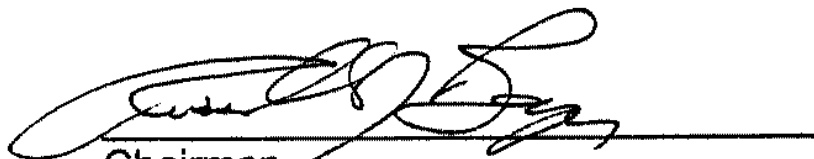
11 4. Immediately upon the adoption of this resolution and receipt of the
12 written agreement required herein, the City Clerk shall cause the final plat and a certified
13 copy of this resolution together with said written agreement to be filed in the office of the
14 Register of Deeds of Lancaster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

16 BE IT FURTHER RESOLVED that Resolution No. PC-00546, passed by the
17 Planning Commission on October 20, 1999, is hereby rescinded.

18 The foregoing Resolution was approved by the Lincoln City - Lancaster
19 County Planning Commission on this 17th day of November, 1999.

20 Dated this 17 day of November, 1999.

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, and R.C. Krueger Development Company, Inc., 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 **PINE LAKE HEIGHTS SOUTH 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 **PINE LAKE HEIGHTS SOUTH 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 except those which are specifically subsidized by the City.
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.

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

7. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

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.

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

Dated this 14th day of October, 1999.

RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,

Mark C. Palmer
Witness

By: Thomas E. White
Thomas E. White
President of Development Division

RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,

Mark C. Palmer
Witness

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

SOUTHVIEW, INC.
a Nebraska corporation,

Mark C. Palmer
Witness

By: [Signature]
Gerald L. Schleich, President

R.C. KRUEGER DEVELOPMENT,
COMPANY, INC.,
a Nebraska corporation,

Darren P. Skusek
Witness

By: [Signature]
Rick Krueger, President

ATTEST:

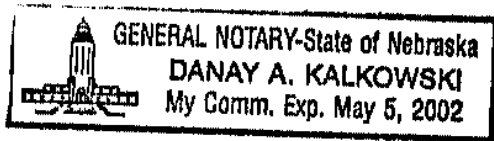
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature]
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

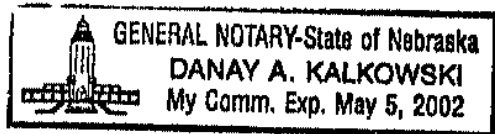
The foregoing instrument was acknowledged before me this 14 day of October, 1999, by Thomas E. White, President of Development Division, Ridge Development Company, a Nebraska corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

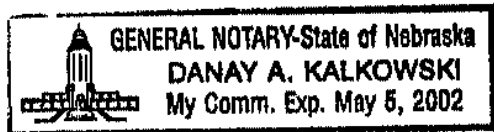
The foregoing instrument was acknowledged before me this 14 day of October, 1999, by John C. Brager, President of Construction Division, Ridge Development Company, a Nebraska corporation.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14 day of October, 1999, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

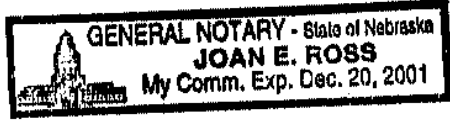
The foregoing instrument was acknowledged before me this 18th day of October, 1999, by Rick Krueger, President of Krueger Development Company, a Nebraska corporation.



Judith E. Elgert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4 day of November, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross
Notary Public

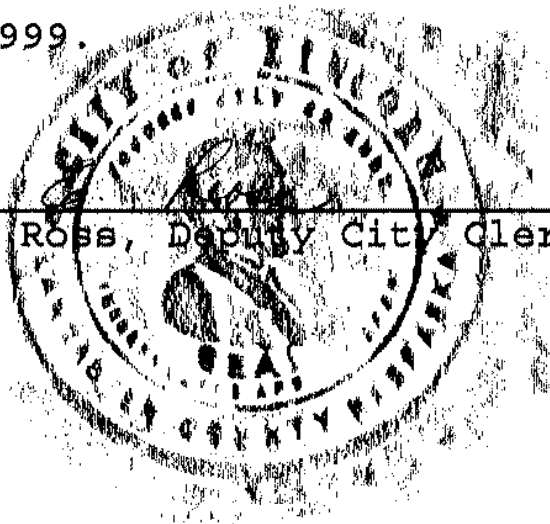
C E R T I F I C A T E

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 **Pine Lake Heights South Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on November 17, 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 10th day of December, 1999.

Joan E. Ross
Joan E. Ross, Deputy City Clerk

The seal of the City of Lincoln, Nebraska, is circular. It features a central figure, likely a person or a symbol, surrounded by the text "CITY OF LINCOLN, NEBRASKA" and "SEAL OF THE CITY OF LINCOLN, NEBRASKA". The seal is stamped over the signature and name of Joan E. Ross.

Ret to City Clerk