

Dec 29 10 57 AM '95

INST. NO 95

042909

City Clerk

PK

RESOLUTION NO. PC- 00262

1 A RESOLUTION accepting and approving the plat designated as PORTER
2 RIDGE WEST 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, Robert F. Lawson and Sara W. Lawson, Trustees of the
7 Lawson Family Trust, John M. Whitlock and Ina Y. Whitlock, Trustees of the
8 Whitlock Loving Trust, Alan R. Porter, Trustee, Elizabeth Delong Davies, Mary
9 Davies Lambert, Diane C. Collister, Louis James Davies, and R.C. Krueger
10 Development Company, Inc., owners of a tract of land legally described as:

11 Lot 20, I.T., in the Northwest Quarter of Section 19,
12 Township 9 North, Range 7 East of the 6th P.M.,
13 Lancaster County, Nebraska, described as follows:

14 Beginning at a point on the south line of the
15 Northwest Quarter of said Section 19, said point being
16 50.00 feet east of the southwest corner of said
17 Northwest Quarter and extending north 00 degrees 01
18 minutes 00 seconds east, a distance of 400.38 feet;
19 thence south 89 degrees 59 minutes 00 seconds east, a
20 distance of 450.00 feet; thence north 00 degrees 01
21 minutes 00 seconds east, a distance of 500.00 feet;
22 thence north 89 degrees 59 minutes 00 seconds west, a
23 distance of 455.43 feet; thence north 01 degrees 12
24 minutes 00 seconds east, a distance of 310.00 feet;
25 thence north 02 degrees 23 minutes 47 seconds east, a
26 distance of 556.04 feet; thence north 02 degrees 13
27 minutes 44 seconds west, a distance of 299.65 feet;
28 thence north 00 degrees 06 minutes 22 seconds east, a
29 distance of 25.58 feet to the south right-of-way line
30 of Pine Lake Road; thence south 89 degrees 53 minutes
31 38 seconds east, 200.00 feet to the point of curvature
32 of a circular curve to the left having a central angle
33 of 28 degrees 37 minutes 53 seconds, a radius of
34 1,060.00 feet and whose long chord bears north 75
35 degrees 47 minutes 25 seconds east; thence along the
36 arc of said circular curve an arc length of 529.70

1 feet to the point of tangency; thence north 61 degrees
2 28 minutes 29 seconds east, a distance of 502.67 feet
3 to the point of curvature of a circular curve to the
4 right having a central angle of 29 degrees 01 minutes
5 45 seconds, a radius of 940.00 feet and whose long
6 chord bears north 76 degrees 02 minutes 28 seconds
7 east; thence along the arc of said circular curve an
8 arc length of 476.26 feet to the point of tangency;
9 thence south 08 degrees 33 minutes 15 seconds west, a
10 distance of 222.32 feet; thence south 46 degrees 43
11 minutes 29 seconds east, a distance of 74.63 feet;
12 thence south 00 degrees 06 minutes 19 seconds west, a
13 distance of 727.00 feet; thence south 10 degrees 29
14 minutes 11 seconds east, a distance of 113.74 feet;
15 thence south 20 degrees 51 minutes 45 seconds east, a
16 distance of 60.00 feet; thence south 31 degrees 14
17 minutes 19 seconds east, a distance of 113.74 feet;
18 thence south 44 degrees 53 minutes 41 seconds east, a
19 distance of 250.00 feet; thence south 30 degrees 57
20 minutes 07 seconds east, a distance of 167.86 feet;
21 thence south 12 degrees 03 minutes 41 seconds east, a
22 distance of 110.00 feet; thence south 06 degrees 22
23 minutes 25 seconds west, a distance of 63.25 feet;
24 thence south 12 degrees 03 minutes 41 seconds east, a
25 distance of 110.00 feet; thence north 77 degrees 56
26 minutes 19 seconds east, a distance of 280.00 feet;
27 thence south 12 degrees 03 minutes 41 seconds east, a
28 distance of 432.63 feet; thence south 26 degrees 31
29 minutes 31 seconds east, a distance of 144.75 feet;
30 thence south 40 degrees 59 minutes 21 seconds east, a
31 distance of 189.17 feet; thence south 00 degrees 31
32 minutes 04 seconds east, a distance of 94.99 feet to
33 the southeast corner of said Northwest Quarter; thence
34 north 89 degrees 32 minutes 52 seconds west on the
35 south line of said Northwest Quarter, a distance of
36 2,596.55 feet to the point of beginning, containing
37 99.31 acres;

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

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

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

1 1. That the plat of PORTER RIDGE WEST as an addition to the City
2 of Lincoln, Nebraska, filed in the office of the Planning Department of said
3 City by Robert F. Lawson and Sara W. Lawson, Trustees of the Lawson Family
4 Trust, John M. Whitlock and Ina Y. Whitlock, Trustees of the Whitlock Loving
5 Trust, Alan R. Porter, Trustee, Elizabeth DeLong Davies, Mary Davies Lambert,
6 Diane C. Collister, Louis James Davies, and R.C. Krueger Development Company,
7 Inc., as owners is hereby accepted and approved, and said owners are given the
8 right to plat said PORTER RIDGE WEST as an addition to said City in accordance
9 therewith. Such acceptance and approval are conditioned upon the following:

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

17 Second: That said owners shall at their own cost and expense pay
18 for all labor, material, engineering, and inspection costs in connection with
19 the construction of street improvements, including the grading, paving, and
20 installation of curb and gutter, curb inlets, and storm drain laterals for
21 South 29th Street from this plat north to Pine Lake Road. The construction
22 shall be completed within two years following Planning Commission approval of
23 this final plat.

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

1 the construction of sidewalks as shown on the approved preliminary plat. The
2 construction shall be completed within four years following Planning
3 Commission approval of this final plat.

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

9 Fifth: That said owners shall at their own cost and expense pay
10 for all labor, material, engineering, and inspection costs in connection with
11 the construction of the public sanitary sewer from 27th and Pine Lake Road
12 west to the truck sewer at 23rd and Pine Lake Road that is required to serve
13 this plat. The construction shall be completed within two years following
14 Planning Commission approval of this final plat.

15 Sixth: That said owners shall at their own cost and expense pay
16 for all labor, material, engineering, and inspection costs in connection with
17 the construction of drainage facilities as shown on the approved preliminary
18 plat. The construction shall be completed within two years following Planning
19 Commission approval of this final plat.

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

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

7 Ninth: That said owners shall at their own cost and expense pay
8 for all labor, material, and related costs in connection with the installation
9 of a street trees as shown on the approved landscape plan. The installation
10 shall be completed within four year following Planning Commission approval of
11 this final plat.

12 Tenth: That said owners shall at their own cost and expense pay
13 for all labor, material, engineering, and inspection costs in connection with
14 the removal of the temporary turnaround. The temporary turnaround shall be
15 removed at the time the street is extended beyond the temporary turnaround.

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

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

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

3 The owners, their successors and assigns agree:

4 a. To submit to the Director of Public Works for review and
5 approval a plan showing proposed measures to control sedimentation and erosion
6 and the proposed method to temporarily stabilize all graded land.

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

9 c. To pay all improvement costs.

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

12 e. To complete the private improvements shown on the
13 preliminary plat.

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

22 g. To complete the permanent lot and block staking before
23 construction on or conveyance of any lot shown on this final plat.

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

1 a. A bond or an approved escrow or security agreement in
2 the sum of \$147,000.00 conditioned upon the strict compliance by said owners
3 with the conditions contained in paragraph designated "First" of Paragraph 1
4 of this resolution.

5 b. A bond or an approved escrow or security agreement in
6 the sum of \$80,000.00 conditioned upon the strict compliance by said owners
7 with the conditions contained in paragraph designated "Second" of Paragraph 1
8 of this resolution.

9 c. A bond or an approved escrow or security agreement in
10 the sum of \$33,000.00 conditioned upon the strict compliance by said owners
11 with the conditions contained in paragraph designated "Third" of Paragraph 1
12 of this resolution.

13 d. A bond or an approved escrow or security agreement in
14 the sum of \$112,000.00 conditioned upon the strict compliance by said owners
15 with the conditions contained in paragraph designated "Fourth" of Paragraph 1
16 of this resolution.

17 e. A bond or an approved escrow or security agreement in
18 the sum of \$50,000.00 conditioned upon the strict compliance by said owners
19 with the conditions contained in paragraph designated "Fifth" of Paragraph 1
20 of this resolution.

21 f. A bond or an approved escrow or security agreement in
22 the sum of \$6,300.00 conditioned upon the strict compliance by said owners
23 with the conditions contained in paragraph designated "Sixth" of Paragraph 1
24 of this resolution.

1 g. A bond or an approved escrow or security agreement in
2 the sum of \$54,000.00 conditioned upon the strict compliance by said owners
3 with the conditions contained in paragraph designated "Seventh" of Paragraph 1
4 of this resolution.

5 h. A bond or an approved escrow or security agreement in
6 the sum of \$10,500.00 conditioned upon the strict compliance by said owners
7 with the conditions contained in paragraph designated "Eighth" of Paragraph 1
8 of this resolution.

9 i. A bond or an approved escrow or security agreement in
10 the sum of \$15,925.00 conditioned upon the strict compliance by said owners
11 with the conditions contained in paragraph designated "Ninth" of Paragraph 1
12 of this resolution.

13 j. A bond or an approved escrow or security agreement in
14 the sum of \$500.00 conditioned upon the strict compliance by said owners with
15 the conditions contained in paragraph designated "Tenth" of Paragraph 1 of
16 this resolution.

17 k. A bond or an approved escrow or security agreement in
18 the sum of \$575.00 conditioned upon the strict compliance by said owners with
19 the conditions contained in paragraph designated "Eleventh" of Paragraph 1 of
20 this resolution.

21 l. A bond or an approved escrow or security agreement in
22 the sum of \$2,000.00 conditioned upon the strict compliance by said owners
23 with the conditions contained in paragraph designated "Twelfth" of Paragraph 1
24 of this resolution.

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

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

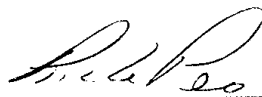
9 The foregoing Resolution was approved by the Lincoln City -
10 Lancaster County Planning Commission on this 6th day of December, 1995.

11 Dated this 6th day of December, 1995.

12 ATTEST:


Chairman

Approved as to Form & Legality:


City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Robert F. Lawson and Sara W. Lawson, Trustees of the Lawson Family Trust, John M. Whitlock and Ina Y. Whitlock, Trustees of the Whitlock Loving Trust, Alan R. Porter, Trustee, Elizabeth DeLong Davies, Mary Davies Lambert, Diane C. Collister, Louis James Davies, and R.C. Krueger Development Company, Inc. 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 PORTER RIDGE WEST; 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 PORTER RIDGE WEST, 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.
4. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.

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

6. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the owners 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 owners 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.

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 6th day of December, 1995.

ATTEST:

R.C. KRUEGER DEVELOPMENT
COMPANY, INC.

Calvin C. Krueger
Secretary

Richard C. Krueger
Richard C. Krueger, President

Susan M. Coffey
Witness

Alan R. Porter
Alan R. Porter
Attorney in Fact for:

Robert F. Lawson and Sara W. Lawson,
Trustees of the Lawson Family Trust,
John M. Whitlock and Ina Y.
Whitlock, Trustees of the Whitlock
Loving Trust, Alan R. Porter,
Trustee, Elizabeth Delong Davies,
Mary Davies Lambert, Diane C.
Collister, Louis James Davies

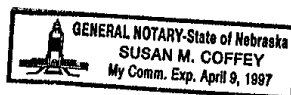
ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul A. Matys
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

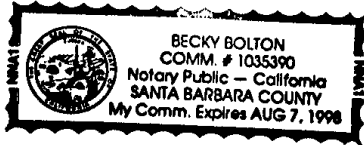


The foregoing instrument was acknowledged before me this 6th day of
December, 1995, by Richard C. Krueger, President of R.C. Krueger
Development Company, Inc.

Susan M. Coffey
Notary Public

STATE OF ^{California} ~~NEBRASKA~~)
^{Santa Barbara}) ss.
COUNTY OF ~~LANCASTER~~)

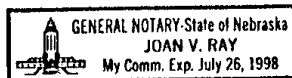
The foregoing instrument was acknowledged before me this 13 day of December, 1995, by Alan R. Porter, Attorney in Fact for Robert F. Lawson and Sara W. Lawson, Trustees of the Lawson Family Trust, John M. Whitlock and Ina Y. Whitlock, Trustees of the Whitlock Loving Trust, Alan R. Porter, Trustee, Elizabeth Delong Davies, Mary Davies Lambert, Diane C. Collister, Louis James Davies.



Becky Bolton
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 28th day of December, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



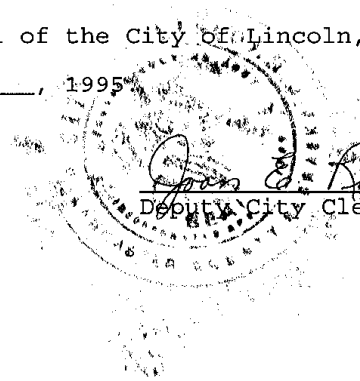
Joan V. Ray
Notary Public

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 **Porter Ridge West and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **December 6, 1995**, 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 28th day of December, 1995.


Joan E. Ross
Deputy City Clerk

*Ret to
City Clerk*