

ORDINANCE NO. 2013-06

AN ORDINANCE TO APPROVE THE FINAL PLAT OF POE ESTATES, A SUBDIVISION WITHIN THE EXTRA TERRITORIAL ZONING JURISDICTION OF THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA:

Section 1. Poe Estates is a subdivision within the extra territorial zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska.

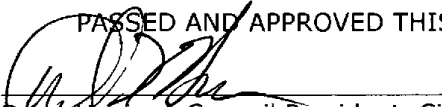
Section 2. The City Administrator, City Zoning Administrator, City Engineer, Lancaster County Health Department and Lancaster County Engineering Department have reviewed the Poe Estates Final Plat and Subdivision Agreement.

Section 3. Pursuant to the subdivision ordinance of the City of Hickman, Lancaster County, Nebraska, Ordinance No. 2007-03, a copy of the Poe Estates Final Plat, attached hereto as Exhibit A, and Subdivision Agreement, attached hereto as Exhibit B, and made a part of this ordinance, is hereby approved.

Section 4. The City Clerk of Hickman, Nebraska is directed to endorse a certificate of approval on the final plat and to file the original with the Lancaster County Register of Deeds Office and do all other acts required by statute and said ordinance.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE 26TH DAY OF FEBRUARY 2013.



Doug Hanson, Council President, City of Hickman

ATTEST:



Kelly Oelke, City Clerk



SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between **Mike G. Poe and Gale S. Poe, husband and wife**, hereinafter called "Subdivider", whether one or more, and the **CITY OF HICKMAN, NEBRASKA**, hereinafter called "City".

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **POE ESTATES**, and

WHEREAS, 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 subdivision plat of **POE ESTATES**, it is agreed by and between Subdivider and City as follows.

1 The Subdivider agrees to install permanent markers prior to construction on or conveyance of any lot in the plat

2 The Subdivider agrees the following waivers are included in the development of Poe Estates Preliminary Plat: block length, sidewalks, pedestrian easement, street trees, ornamental lighting, landscape screen, utility easements, storm water detention, street paving width and surface and section, ghost plan lot size and density

3 The Subdivider agrees to locate future buildings on Lot 1, Block 1 and Lots 1, 4, 7 & 8, Block 2, so as to preserve the remaining portion of such lot for future platting into buildable Lots as shown on the "Ghost Plan" of Poe Estates Preliminary Plat. The Subdivider agrees to locate all structures on Lots 2, 3, 5 and 6, Block 2 inside the building envelope (dashed line) as shown on the Poe Estates Preliminary Plat. Subdivider agrees that the City may withhold the issuance of any building permit for a building on said Lots which does not comply with the requirements of this paragraph

4 The Subdivider agrees to inform all purchasers and users of land located within the 100 year floodplain that said land is located within the 100 year floodplain and that the grading of the lots and outlots shall not encroach within the 100 year floodplain. Flood hazards shall comply with Floodplain Regulations.

5. The Subdivider agrees to notify all potential purchasers of Lot 1, Block 1 and Lots 1 through 8, Block 2 that said Lot 1, Block 1 and Lots 1, 4, 7 & 8, Block 2 are subject to future subdivision and additional future urban residential development as shown on the "Ghost Plan" of Poe Estates Preliminary Plat when (a) the sanitary sewer and water has been extended to serve the subdivision, and (b) Lot 1, Block 1 and Lots 1 through 8, Block 2 have been annexed.

6. The Subdivider agrees to and hereby waives, as against the City of Hickman, any and all damages and any claim or right of action for any and all damages, of every nature, which may accrue to Subdivider, or which may result to Subdivider's property or interest therein, by reason of said infrastructure improvements or the construction thereof

7. The Subdivider agrees not to protest annexation of the property within Poe Estates into the City of Hickman

8. The Subdivider agrees that the obligations of Subdivider under this "Ghost" platting process and agreement shall constitute a covenant running with the land and shall be binding on Subdivider and Subdivider's heirs, administrators, successors and assigns.

9. Subdivider understands that a special assessment district for the installation of a local public street and for the installation of ornamental lights may not be ordered, constructed by the City Council until a petition signed by the owners of record title, representing a majority of the feet frontage of property directly abutting upon the street or streets to be improved shall be presented and filed with the City Clerk petitioning therefore. Subdivider agrees that in the event a street or streets within the final plat are embraced within a street paving district and/or ornamental light district, Subdivider shall, within 30 days following creation of the district, petition the City Council to order the final construction of said paving and/or ornamental lighting

10. In the event any infrastructure improvements including, but not limited to street paving, sidewalks, street trees, storm water and ornamental lighting are ordered, constructed pursuant to a special assessment district Subdivider (1) agrees to consent that the cost thereof shall be assessed and levied together with assessment and equalization costs, against the benefited properties in Poe Estates, waiving all objections to the sufficiency of the petitions therefore, to proceedings creating said districts, to the making of the assessments and to the equalization thereof, and (2) agrees to pay to the City of Hickman said cost as thus assessed and levied against said property.

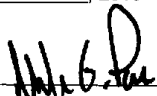
11. The Subdivider or Future Owners shall furnish a Resident Project Representative (RPR), assistants and other field personnel charged with the task of performing on-site construction supervision to insure work is in accordance with approved plans and specifications. The RPR shall keep a diary or log book, recording those Contractors daily activities, decisions, observation in general, and specific observations in more detail as the case of observing test procedures RPR shall provide the necessary testing services and report the findings to the City of Hickman The Subdivider or Future Owners shall incur all cost associated with providing the RPR and testing services if at such a time when the City of Hickman shall provide water and sanitary sewer service to Poe Estates.

12. The Subdivider agrees with and acknowledges the General Notes shown on the Poe Estates Preliminary Plat The General Notes are as follows:

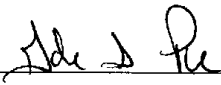
- 1 THIS PRELIMINARY PLAT CONTAINS 37.51 ACRES MORE OR LESS.
- 2 THIS PRELIMINARY PLAT PERMITS 9 SINGLE FAMILY RESIDENCES EACH LOT SHALL CONTAIN A MAXIMUM OF ONE SINGLE FAMILY RESIDENCE AND OUT BUILDINGS
- 3 THE CURRENT ZONING IS R-1'
- 4 THE MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 35 FEET AS PER 'R-1' ZONING
- 5 THE OWNER/DEVELOPER RESERVES THE RIGHT TO BUILD MAIN STRUCTURES ANYWHERE WITHIN THE REQUIRED SETBACKS AND OUT OF THE 100-YEAR FLOODPLAIN AS SHOWN AND/OR NOTED ON THIS PLAT
- 6 DIRECT VEHICULAR ACCESS TO STAGECOACH ROAD IS HEREBY RELINQUISHED EXCEPT AT SOUTH 63RD STREET
- 7 THE PROPOSED PUBLIC STREETS SHALL BE 22 FEET WIDE GRAVEL SURFACE THE DEVELOPER SHALL CONSTRUCT AND SURFACE THE PUBLIC ROADWAYS WITH 3" OF CRUSHED ROCK AND 1" OF GRAVEL IN ACCORDANCE WITH THE LANCASTER COUNTY STANDARDS THE COUNTY HAS BEEN NOTIFIED PRIOR TO THE LAYING OF GRAVEL ALL SURFACING RADII AT INTERIOR INTERSECTIONS SHALL BE 30 FEET THE SURFACING RADII AT STAGECOACH ROAD SHALL BE 50 FEET.
- 8 UTILITY EASEMENTS TO BE PROVIDED AS REQUIRED BY NORRIS PUBLIC POWER, TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE, WINDSTREAM NEBRASKA INC , BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS
- 9 THE EXISTING UTILITIES ARE PROVIDED BY NORRIS PUBLIC POWER, WINDSTREAM NEBRASKA INC , TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE, AND BLACK HILLS ENERGY
- 10 THE DEVELOPMENT IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN THE DEVELOPER AGREES TO COMPLY WITH THE DESIGN STANDARDS AS IDENTIFIED IN THE LAND SUBDIVISION ORDINANCE FOR EROSION CONTROL AND SEDIMENTATION DURING AND AFTER LAND PREPARATION
- 11 THE LOWEST BUILDING OPENING SHALL BE 1' ABOVE THE 100 YEAR FLOOD PLAIN ELEVATION SEE MINIMUM OPENING ELEVATION TABLE AND NOTE ABOVE AND ON SHEET 4 OF 5

- 12 THE DEVELOPER PROPOSES INDIVIDUAL WELLS FOR POTABLE WATER SUPPLY
- 13 THE DEVELOPER PROPOSES THE USE OF INDIVIDUAL WASTE WATER SYSTEMS IF PERCOLATION TEST DO NOT PERMIT SUB SURFACE FIELDS, LAGOONS SHALL BE INSTALLED WASTE WATER SYSTEMS SHALL BE APPROVED BY THE LANCASTER COUNTY HEALTH DEPARTMENT
- 14 ALL CURVILINEAR DIMENSIONS ARE CHORD LENGTHS
- 15 'JUNK CARS', MOBILE HOMES AND MODULAR HOMES SHALL BE PROHIBITED IN THIS DEVELOPMENT AS NOTED IN PROTECTIVE COVENANTS
- 16 FUTURE LOT OWNERS WILL BE ADVISED THAT THIS IS IN A RURAL FARM AREA AND THAT NORMAL AND CUSTOMARY FARM ACTIVITIES, INCLUDING CATTLE FEEDING OR HOG CONFINEMENTS ARE NOT A NUISANCE
- 17 TOPOGRAPHIC GRADING CONTOURS ARE AT NAVD '88' DATUM.
- 18 ALL LOTS ARE LIMITED TO NO MORE THAN 2 ACCESS DRIVES EACH
- 19 DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING STREET IDENTIFICATION SIGNS, ONE "STOP" SIGN, ONE "NO OUTLET" SIGN AND ONE 25 MPH SPEED LIMIT SIGN
- 20 ALL CULVERTS SHALL HAVE EITHER A FLARED-END SECTION OR CONCRETE HEADWALL ON THE INLET END

Dated this 4 day of March, 2013

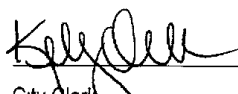


 Mike G. Poe, husband

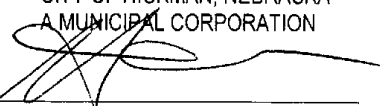


 Gale S. Poe, wife

Attest:



 City Clerk

CITY OF HICKMAN, NEBRASKA
 A MUNICIPAL CORPORATION


 City Administrator

