

ORDINANCE NO. 13206

01 AN ORDINANCE accepting and approving the plat desig-
02 nated as EAST CAMPUS SQUARE as an addition to the City of Lincoln,
03 Nebraska, filed in the office of the Planning Department of the
04 City of Lincoln, Nebraska, upon certain conditions herein speci-
05 fied and providing for sureties conditioned upon the strict
06 compliance with such conditions.

07 WHEREAS, Charles L. Gomez and Eleanor Gomez, husband
08 and wife, Dorothy C. Heumann, Herbert H. Heumann, Northeast
09 Investment Company, a Nebraska corporation, A & H Realty, a
10 Nebraska corporation, and Donald Bjerrum, Trustee for Anna Garland,
11 owners of a tract of land legally described as:

12 Commencing at the northwest corner of the north-
13 east Quarter (NE 1/4) of Section Twenty (20),
14 Township Ten (10) North, Range Seven (7) East of
15 the Sixth Principal Meridian, Lancaster County,
16 Nebraska (the centerline of North 48th and
17 Holdrege Streets); thence easterly on a bearing
18 of south 89 degrees 48 minutes east along the
19 centerline of Holdrege Street, a distance of
20 60.00 feet; thence southerly along a bearing of
21 south 32 seconds east parallel to the centerline
22 of North 48th Street, a distance of 44.22 feet
23 to a point of beginning; thence northeasterly
24 along a curve the radius of which is 33.00 feet,
25 the centerpoint of which is located 73.13 feet
26 east of the centerline of North 48th Street and
27 74.50 feet south of the centerline of Holdrege
28 Street, a distance of 13.49 feet; thence easterly
29 along a line 41.50 feet from and parallel to the
30 centerline of Holdrege Street, a distance of
31 398.45 feet; thence southeasterly along a curve
32 the radius of which is 28.00 feet, the center-
33 point of which is located 69.51 feet south of
34 the centerline of Holdrege Street and 42.80 feet
35 west of the centerline of North 50th Street, a
36 distance of 26.68 feet; thence along a bearing
37 south 0 degrees east on a line 20.00 feet west
38 of the centerline of North 50th Street, a dis-
39 tance of 563.93 feet; thence westerly along a
40 bearing of north 89 degrees 52 minutes west, a
41 distance of 434.44 feet; thence northerly along
42 a line 60 feet east of and parallel to the
43 centerline of North 48th Street and bearing
44 north 32 seconds west, a distance of 573.50
45 feet to the point of beginning, containing 4.84
46 acres more or less

47 have filed said plat in the office of the Planning Department of
48 the City of Lincoln, Nebraska, with a request for approval and
49 acceptance thereof, in the manner and form as by ordinance
50 required; and

1987
01 WHEREAS, it is for the convenience of the inhabitants
02 of said City and for the public that said plat be approved and
03 accepted as filed.

04 NOW, THEREFORE, BE IT ORDAINED by the City Council of
05 the City of Lincoln, Nebraska:

06 Section 1. That the plat of EAST CAMPUS SQUARE as
07 an addition to the City of Lincoln, Nebraska, filed in the office
08 of the Planning Department of said City by Charles L. Gomez and
09 Eleanor Gomez, husband and wife, Dorothy C. Heumann, Herbert H.
10 Heumann, Northeast Investment Company, a Nebraska corporation,
11 A & H Realty, a Nebraska corporation, and Donald Bjerrum, Trustee
12 for Anna Garland, as owners is hereby accepted and approved, and
13 said owners are hereby given the right to plat said EAST CAMPUS
14 SQUARE as an addition to said City in accordance therewith. Such
15 acceptance and approval are conditioned upon the following:

16 First: That said owners shall at their own cost and
17 expense pay for all labor, material, engineering, and inspection
18 costs in connection with the construction of sidewalks to be
19 constructed in the sidewalk space along the west side of North
20 50th Street adjacent to this subdivision where sidewalk presently
21 does not exist. The construction of said sidewalks shall be
22 completed by August 1, 1985. Said time limit may be extended by
23 resolution of the City Council.

24 Second: That said owner shall at their own cost and
25 expense pay for all labor, material, and related costs in connec-
26 tion with the installation of a landscape screen along the south
27 side of Holdrege Street and the north side of Dudley Street where
28 residential zoned property is located across the street and along
29 the west side of North 50th Street. Said landscape screens shall
30 be installed within two planting seasons following the issuance
31 of occupancy permits to each of the lots in which the screens are
32 located.

33 Third: That said owners shall at their own cost and
34 expense pay for all labor, material, engineering, and inspection
35 costs in connection with the planting of trees. Said planting
36 shall be completed within two planting seasons following final
37 plat approval.

38

01 Fourth: That said owners shall at their own cost and
02 expense pay for all labor, material, engineering, and inspection
03 costs in connection with the improvement of 49th Street (private
04 roadway) between Holdrege Street and Starr Street including
05 grading, paving, and installation of curb and gutter. Said
06 improvement to be completed by August 1, 1983.

07 Fifth: That prior to the passage of this ordinance
08 said owners shall enter into a written agreement with the City
09 which shall provide as follows:

10 That said owners agree that the minimum building setback
11 from the centerline of the private roadways shall be 30 feet as
12 per the plat irrespective of any minimum building setbacks specified
13 by the Zoning Ordinance of the City of Lincoln.

14 That said owners agree to maintain the private roadways
15 and the private storm sewer outletting the private roadways on a
16 permanent and continuous basis. However, you may be relieved and
17 discharged of such maintenance obligations upon creating in
18 writing a permanent and continuous association of property owners
19 who would be responsible for said permanent and continuous main-
20 tenance. The document creating said property owners' association
21 will have no force and effect until it has been reviewed and
22 approved by the City Attorney and filed of record with the Register
23 of Deeds.

24 That said owners agree that the landscape screen shall
25 be permanently maintained to the satisfaction of the Planning
26 Director pursuant to Section 26.27.080 of the Lincoln Municipal
27 Code.

28 Section 2. The City hereby approves a waiver of the
29 requirement of a frontage road abutting Holdrege Street and North
30 48th Street as provided by Section 26.23.140(f) of the Lincoln
31 Municipal Code.

32 The City hereby approves modifications of the require-
33 ments of the City's Land Subdivision Ordinance under Section
34 26.31.010 of the Lincoln Municipal Code as follows:

35 a. The following information not be required:

- 36 1. Street Profiles
37 2. Drainage Study

- 01 3. Grading Plan
02 4. Erosion Control Plan
03 5. Tree Identification Plan

04 b. Additional street right-of-way along Holdrege
05 Street, Dudley, Street, and North 50th Street adjacent to this
06 subdivision not be required.

07 c. The lot line between Lots 1 and 2, Block 1, shall
08 not be required to be at right angles to the street or private
09 roadway.

10 d. The designation of the area of the private road-
11 ways as an "outlot" shall not be required.

12 e. To permit the planing of trees along the west side
13 of North 48th Street in the street right-of-way rather than on
14 private property as required; provided, however, that the subdivider,
15 their successors, and assigns agree to be responsible for the
16 maintenance and replacement of said trees on a permanent and
17 continuous basis in accordance with the Design Standards for
18 Street Tree Planting.

19 f. To eliminate the requirement that private ornamental
20 street lights and sidewalks be provided along the private roadways
21 at this time; provided that this modification shall not be inter-
22 preted as restricting the City from imposing these or any other
23 improvements or requirements of the Land Subdivision Ordinance,
24 Title 26 of the Lincoln Municipal Code, then in effect, as conditions
25 upon the approval of any future subdivision of the area including
26 within the limits of the final plat. Such conditions may include,
27 among others, the installation of sanitary sewer and water mains
28 in public streets or along private roadways with appropriate
29 easements to provide abutting service to each lot proposed in any
30 future subdivision within said area.

31 Section 3. That said owners shall, prior to final
32 passage of this ordinance, execute and deliver to the City of
33 Lincoln:

34 a. A bond or an approved escrow or security agreement
35 in the sum of \$2,200 conditioned upon the strict compliance by
36 said owners with the conditions contained in paragraph designated
37 "First" of the next preceding section of this ordinance.

01 b. A bond or an approved escrow or security agreement
02 in the sum of \$1,700 conditioned upon the strict compliance by
03 said owners with the conditions contained in paragraph designated
04 "Second" of the next preceding section of this ordinance.

05 c. A bond or an approved escrow or security agreement
06 in the sum of \$325 conditioned upon the strict compliance by said
07 owners with the conditions contained in paragraph designated
08 "Third" of the next preceding section of this ordinance.

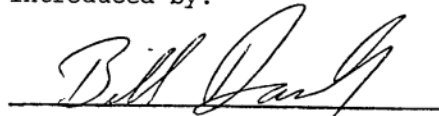
09 d. A bond or an approved escrow or security agreement
10 in the sum of \$11,500 conditioned upon the strict compliance by
11 said owners with the conditions contained in paragraph designated
12 "Fourth" of the next preceding section of this ordinance; or

13 The bonds required above shall be subject to approval
14 by the City Attorney. In the event that said owners or their
15 surety shall fail to satisfy the conditions herein set forth
16 within the time specified in this ordinance, the City Council may
17 order the required work to be performed by the City and recover
18 the cost thereof from said owners and their surety.

19 Section 4. Immediately upon the taking effect of
20 this ordinance, the City shall cause the final plat and a certi-
21 fied copy of this ordinance together with the written agreement
22 required herein to be filed in the office of the Register of
23 Deeds of Lancaster County, Nebraska. Filing fees shall be paid
24 by said owner.


25 Section 5. That this ordinance shall take effect
26 and be in force from and after its passage and publication
27 according to law.

Introduced by:



Approved as to Form and Legality:

AYES: Ahlschwede, Danley, Frohardt,
Hampton, Shackelford, Steinman,
Youngberg;
NAYS: None.


City Attorney

Staff Review Completed:


Administrative Director

APPROVED

SEP 2 9 1981


MAYOR

PASSED

SEP 2 1 1981

BY CITY COUNCIL

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Charles L. Gomez and Eleanor Gomez, husband and wife, Dorothy C. Heumann, Herbert H. Heumann, Northeast Investment Company, a Nebraska corporation, A & H Realty, a Nebraska corporation, and Donald Bjerrum, Trustee for Anna Garland, hereinafter called "Subdivider", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City".

WITNESSETH:

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of EAST CAMPUS SQUARE; and

WHEREAS, the ordinance 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 EAST CAMPUS SQUARE it is agreed by and between Subdivider and City as follows:

1. That said subdivider agrees that the minimum building setback from the centerline of the private roadways shall be 30 feet as per the plat irrespective of any minimum building setbacks specified by the Zoning Ordinance of the City of Lincoln.
2. That said subdivider agrees to maintain the private roadways and the private storm sewer outletting the private roadways on a permanent and continuous basis. However, you may be relieved and discharged of such maintenance obligations upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The document creating said property owners' association will have no force and effect until it has been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
3. That said subdivider agrees that the landscape screen shall be permanently maintained to the satisfaction of the Planning Director pursuant to Section 26.27.080 of the Lincoln Municipal Code.
4. That said subdivider agrees that the City in modifying the requirement that private ornamental street lights and sidewalks be provided along the private roadways shall not be interpreted as restricting the City from imposing these or any other improvements or requirements of the Land Subdivision Ordinance, Title 26 of the Lincoln Municipal Code, then in effect, as conditions upon the approval of any future subdivision of the area included within the limits of the final plat. Such conditions may include, among others, the installation of sanitary sewer and water mains in public streets or along private roadways with appropriate easements to provide abutting service to each lot proposed in any future subdivision within said area.
5. That the agreements contained herein shall be binding and obligatory upon the heirs, successors, and assigns of Subdivider.

Dated this 29th day of August, 1981.

ATTEST:

CHARLES L. GOMEZ and ELEANOR
GOMEZ, husband and wife

Laverne B. Appelton
Witness

Charles L. Gomez
Charles L. Gomez

ATTEST:

Laverne B. Atchison
Witness

Laverne B. Atchison
Witness

ATTEST:

Laverne B. Atchison
Witness

ATTEST:

Dorothy C. Heumann
Secretary

ATTEST:

Dorothy C. Heumann
Secretary

ATTEST:

Donald Bjerrum
Witness

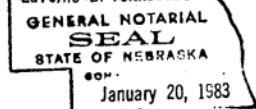
ATTEST:

Paul D. Mahan
City Clerk

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 28th day of August, 1981, before me, the undersigned, a Notary Public, personally came Charles L. Gomez and Eleanor Gomez, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



CHARLES L. GOMEZ and ELEANOR GOMEZ, husband and wife

Charles L. Gomez
Charles L. Gomez

Eleanor Gomez
Eleanor Gomez

DOROTHY C. HEUMANN

Dorothy C. Heumann
Dorothy C. Heumann

NORTHEAST INVESTMENT COMPANY
a Nebraska corporation

Sherrill
President

A & H REALTY, a Nebraska corporation

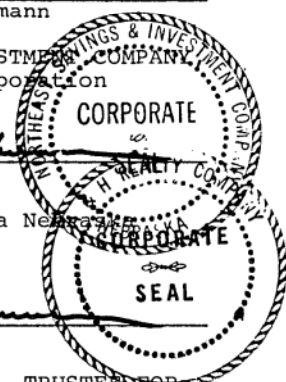
Sherrill
President

DONALD BJERRUM, TRUSTEE FOR ANNA GARLAND

Donald Bjerrum
Donald Bjerrum

CITY OF LINCOLN, NEBRASKA, a municipal corporation

Paul D. Mahan
Mayor



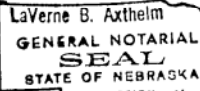
My commission expires: Jan 20, 1983.

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 28th day of August, 1981, before me, the undersigned, a Notary Public, personally came Dorothy C. Heumann, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her

voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



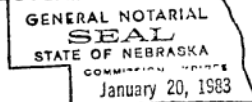
LaVerne B. Axthelm
Notary Public

My commission expires: Jan. 20, 1983.

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 28th day of August, 1981, before me, the undersigned, a Notary Public, personally came Herbert H. Heumann, President of Northeast Investment Company, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

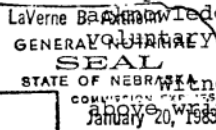


LaVerne B. Axthelm
Notary Public

My commission expires: Jan. 20, 1983.

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 28th day of August, 1981, before me, the undersigned, a Notary Public, personally came Herbert H. Heumann, President of A & H Realty, a Nebraska corporation, and the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.



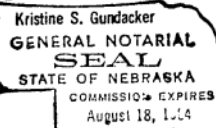
Witness my hand and notarial seal the day and year last above written.

LaVerne B. Axthelm, Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 28th day of August, 1981, before me, the undersigned, a Notary Public, personally came Donald Bjerrum, Trustee for Anna Garland, and authorized to act on behalf of Anna Garland, and the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary and deed.

Witness my hand and notarial seal the day and year last above written.



Kristine S. Gundacker
Notary Public

My commission expires: _____.

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 29th day of September, 1981, before me, the undersigned, a Notary Public, personally came Helen G. Boosalis, to me known to be the Mayor of the City of Lincoln, Nebraska, a

municipal corporation and the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed and the voluntary act and deed of said City.

Witness my hand and notarial seal on the day and year last above written.

Sara Bates
Notary Public

My Commission expires:



Approved as to Form and Legality:

[Signature]
City Attorney

C E R T I F I C A T E

STATE OF NEBRASKA :

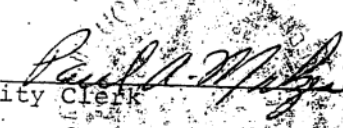
COUNTY OF LANCASTER :

CITY OF LINCOLN :

I, Paul A. Malzer, City Clerk of the City of Lincoln, Nebraska, do certify that the above and foregoing is a true and correct copy of Ordinance No. 13206 - agreement and plat.

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held September 21, 1981 as the original appears of record in my office, and is now in my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 13th day of October, 1980.


City Clerk

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1981 OCT 13 PM 1:40

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 81- 19877

INDEXED
MICRO-FILED
GENERAL

10-532
26-261A
262B

MVC

#3075

10-11-81

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