

28240

91-173

Introduce: 8-5-91

ORDINANCE NO. 15940

1 AN ORDINANCE accepting and approving the plat designated as **REGENT**
2 **HEIGHTS 1ST ADDITION** as an addition to the City of Lincoln, filed in the office
3 of the Planning Department of the City of Lincoln, Nebraska, upon certain
4 conditions herein specified and providing for sureties conditioned upon the
5 strict compliance with such conditions.

6 WHEREAS, **Regent Heights Limited Partnership, a Nebraska Limited**
7 **Partnership**, owner of a tract of land legally described as:

8 A subdivision composed of Lots 1 through 4 and Lot 16,
9 Castleton Addition, a portion of vacated 78th Street
10 right-of-way, and Outlot "A", Regent Heights Addition, all
11 located in the Northeast Quarter of the Northwest Quarter
12 of Section 15, Township 10 North, Range 7 East of the 6th
13 Principal Meridian, Lincoln, Lancaster County, Nebraska,
14 and more particularly described as follows:

15 Commencing from the North quarter corner of said Section
16 15, thence south 0 degrees 01 minutes 23 seconds west
17 along the extension of the east right-of-way line of
18 vacated 78th Street, a distance of 33.01 feet to the true
19 point of beginning, thence continuing south 0 degrees 01
20 minutes 23 seconds west, along the east line of vacated
21 78th Street right-of-way a distance of 1286.49 feet to the
22 southeast corner of the Northeast Quarter of the Northwest
23 Quarter of said Section 15, thence south 0 degrees 00
24 minutes 35 seconds west, continuing along the east line of
25 said vacated 78th Street a distance of 30.00 feet to the
26 intersection of the south right-of-way line of Baldwin
27 Avenue and vacated 78th Street, thence south 89 degrees 30
28 minutes 05 seconds west, along the south line of vacated
29 Baldwin Avenue a distance of 110.00 feet to a point,
30 thence north 0 degrees 01 minutes 23 seconds east, a
31 distance of 60.00 feet to a point on the north right-of-
32 way line of said Baldwin Avenue, thence south 89 degrees
33 30 minutes 05 seconds west, along the north right-of-way
34 line of said Baldwin Avenue a distance of 269.59 feet to
35 the southeast corner of Lot 11, Regent Heights Addition,
36 thence north 0 degrees 29 minutes 55 seconds west, along
37 the east line of said Lot 11 a distance of 105.00 feet to
38 the northeast corner of said Lot 11, thence south 89
39 degrees 30 minutes 05 seconds west, along the south line

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of said Outlot "A", Regent Heights Addition, a distance of 934.95 feet to the southwest corner of said Outlot "A", thence north 0 degrees 05 minutes 05 seconds east, along the west line of said Outlot "A", Regent Heights Addition, and the west line of said Lot 4, Castleton Addition, a distance of 1155.27 feet to the northwest corner of said Lot 4, thence north 89 degrees 39 minutes 57 seconds east, along the north line of said Lots 4 through 1, Castleton Addition, a distance of 1314.23 feet to the point of beginning, containing a calculated area of 35.88 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, in the manner and form as by ordinance required; 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 ORDAINED by the City Council of the City of Lincoln, Nebraska:

Section 1. That the plat of REGENT HEIGHTS 1ST ADDITION as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by Regent Heights Limited Partnership, a Nebraska Limited Partnership, as owner is hereby accepted and approved, and said owner is given the right to plat said REGENT HEIGHTS 1ST ADDITION as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

First: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of street improvements, including the grading, paving, and installation of curb and gutter, curb inlets, and storm drain laterals for all streets as shown on the approved final plat. The construction shall be completed within two years following City Council approval of this final plat.

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1 Second: That said owner shall at its own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the
3 construction of sidewalks as shown on the approved preliminary plat. The
4 construction shall be completed within four years following City Council
5 approval of this final plat.

6 Third: That said owner shall at its own cost and expense pay for
7 all labor, material, engineering, and inspection costs in connection with the
8 construction of sidewalks in pedestrian way easements as shown on the final
9 plat. The construction shall be completed at the same time as Rutledge Avenue
10 is paved.

11 Fourth: That said owner shall at its own cost expense pay for all
12 labor, material, engineering, and inspection costs in connection with the
13 construction of a public water distribution system as shown on the approved
14 preliminary plat. The construction shall be completed within two years
15 following City Council approval of this final plat.

16 Fifth: That said owner shall at its own cost and expense pay for
17 all labor, material, engineering, and inspection costs in connection with the
18 construction of a public wastewater collection system as shown on the approved
19 preliminary plat. The construction shall be completed within two years
20 following City Council approval of this final plat.

21 Sixth: That said owner shall at its own cost and expense pay for
22 all labor, material, engineering, and inspection costs in connection with the
23 construction of drainage facilities as shown on the approved drainage study.
24 The construction shall be completed within two years following City Council
25 approval of this final plat.

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1 Seventh: That said owner shall at its own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the
3 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 City Council approval of this
6 final plat.

7 Eighth: That said owner shall at its own cost and expense pay for
8 all labor, material, and related costs in connection with the installation of
9 a landscape screen as shown on the approved landscape plan. The installation
10 shall be completed within four years following City Council approval of this
11 final plat.

12 Ninth: That said owner shall at its own cost and expense pay for
13 all labor, material, and related costs in connection with the installation of
14 street trees as shown on the approved landscape plan. The planting shall be
15 completed within four years following City Council approval of this final
16 plat.

17 Tenth: That said owner shall at its own cost and expense pay for
18 all labor, material, and related costs in connection with the installation of
19 street name signs as approved by the Department of Transportation. This
20 installation shall be completed within two years following City Council
21 approval of this final plat.

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

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Twelfth: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the removal of the temporary turnaround at the east end of Rutledge Avenue. The temporary turnaround shall be removed at the time the street is extended beyond the temporary turnaround.

Section 2. That prior to the passage of this ordinance, said owner shall enter into a written agreement with the City which shall provide as follows:

The owner, its successors and assigns agree:

- a. To submit to the Director of Public Works an erosion control plan.
- b. To protect the remaining trees on the site during construction and development.
- c. To pay all improvement costs except the cost of the storm water detention facility which the City specifically agrees to subsidize in the amount of \$52,500.
- d. To submit to the lot buyers and homebuilders a copy of the soil analysis.
- e. To continuously and regularly maintain the street trees and landscape screen.
- f. To complete the private improvements shown on the preliminary plat.
- g. To maintain the outlots and the center island at the intersection of 75th Street and Rutledge Avenue on a permanent and continuous bases. However, the Owner 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

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1 maintenance. The Owner shall not be relieved of such maintenance obligation
2 until the document or documents creating said property owners association have
3 been reviewed and approved by the City Attorney and filed of record with the
4 Register of Deeds.

5 h. To relinquish the right of direct vehicular access from all
6 lots abutting Adams Street to Adams Street.

7 i. To maintain the sidewalk in the pedestrian way easement the
8 same as if the sidewalk was located in the street right-of-way in front of the
9 lot.

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

12 k. To incorporate into covenants and restrictions governing the
13 final plat a statement that the Owner requested a reduction in the
14 right-of-way width and pavement width in 75th Street from Adams Street south
15 to Yancy Drive, and the City of Lincoln agreed to the reduction provided
16 on-street parking is prohibited. This document, including the statement,
17 shall receive the City Attorney's approval and shall be recorded with the
18 Register of Deeds.

19 Section 3. That said owner shall, prior to final passage of this
20 ordinance, execute and deliver to the City of Lincoln:

21 a. A bond or an approved escrow or security agreement in the sum
22 of \$147,000 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "First" of Section 1 of this
24 ordinance.

25 b. A bond or an approved escrow or security agreement in the sum
26 of \$33,000 conditioned upon the strict compliance by said owner with the

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conditions contained in paragraph designated "Second" of Section 1 of this ordinance.

c. A bond or an approved escrow or security agreement in the sum of \$800 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Third" of Section 1 of this ordinance.

d. A bond or an approved escrow or security agreement in the sum of \$52,000 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Fourth" of Section 1 of this ordinance.

e. A bond or an approved escrow or security agreement in the sum of \$55,000 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Fifth" of Section 1 of this ordinance.

f. A bond or an approved escrow or security agreement in the sum of \$85,000 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Sixth" of Section 1 of this ordinance.

g. A bond or an approved escrow or security agreement in the sum of \$8,400 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Seventh" of Section 1 of this ordinance.

h. A bond or an approved escrow or security agreement in the sum of \$1,225 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Eighth" of Section 1 of this ordinance.

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1 i. A bond or an approved escrow or security agreement in the sum
2 of \$8,150 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Ninth" of Section 1 of this
4 ordinance.

5 j. A bond or an approved escrow or security agreement in the sum
6 of \$575 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Tenth" of Section 1 of this
8 ordinance.

9 k. A bond or an approved escrow or security agreement in the sum
10 of \$1,700 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Eleventh" of Section 1 of this
12 ordinance.

13 l. A bond or an approved escrow or security agreement in the sum
14 of \$300 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Twelfth" of Section 1 of this
16 ordinance.

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

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

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

Introduced by:

J. Theodore Hempel

Approved as to Form & Legality:

AYES: Haar, Johnson, Seng, Wilson,
Young; NAYS: None; ABSENT: Hempel,
Minnick.

William H. Gustin
City Attorney

Staff Review Completed:

Administrative Assistant

8/5/91 Council Proceedings:

SENG Moved that Bill No. 91-173
have 2nd & 3rd Reading on August
5, 1991.

Seconded by Hempel and carried
by the following vote: AYES: Haar,
Hempel, Johnson, Minnick, Seng,
Wilson, Young; NAYS: None.

APPROVED

AUG 20 1991

[Signature]
MAYOR

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PASSED

AUG 12 1991

CITY COUNCIL

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A G R E E M E N T

THIS AGREEMENT is made and entered into by and between REGENT HEIGHTS LIMITED PARTNERSHIP, a Nebraska limited partnership, 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 REGENT HEIGHTS 1ST ADDITION; 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 REGENT HEIGHTS 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 except the cost of the storm water detention facility which the City specifically agrees to subsidize in the amount of \$52,500.
4. The Subdivider agrees to submit to the lot buyers and homebuilders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain the street trees and landscape screen.

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

7. The Subdivider agrees to maintain the outlots and the center island at the intersection of 75th Street and Rutledge Avenue on a permanent and continuous bases. 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.

8. The Subdivider agrees to relinquish the right of direct vehicular access from all lots abutting Adams Street to Adams Street.

9. The Subdivider agrees to maintain the sidewalk in the pedestrian way easement the same as if the sidewalk was located in the street right-of-way in front of the lot.

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

11. The Subdivider agrees to incorporate into covenants and restrictions governing the final plat a statement that the Subdivider requested a reduction in the right-of-way width and pavement width in 75th Street from Adams Street south to Yancy Drive, and the City of Lincoln agreed to the reduction provided on-street parking is prohibited. This document, including the statement, shall receive the City Attorney's approval and shall be recorded with the Register of Deeds.

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

Dated this 10th day of JULY, 1991.

REGENT HEIGHTS LIMITED PARTNERSHIP,
A Nebraska Limited Partnership

By: Thomas E. White
Partner

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

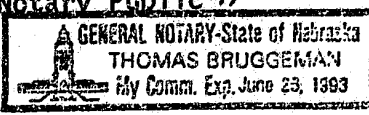
City Clerk

Mayor

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 10th day of JULY, 1991, by THOMAS E. WHITE, as a general partner of Regent Heights Limited Partnership, a Nebraska Limited Partnership, on behalf of the partnership.

Thomas Bruggeman
Notary Public



STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by Michael O. Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

Approved as to Form and Legality:

William F. [Signature]
Assistant City Attorney

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C E R T I F I C A T E

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. 15940 accepting the plat of Regent Heights 1st Addition and the Agreement in connection with said plat as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held August 12, 1991 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 23rd day of August, 1991.

Paul A. Malzer
City Clerk

BLOCK IT
NO
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CHECKED
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LANCASTER COUNTY, NEB
Dan Nette
REGISTER OF DEEDS

AUG 27 12 43 PM '91
INST. NO. 91 28240

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Return to City Clerk