

ORDINANCE NO. 15486

01 AN ORDINANCE accepting and approving the plat designated as  
 02 WILLIAMSBURG VILLAGE as an addition to the City of Lincoln, filed in the  
 03 office of the Planning Department of the City of Lincoln, Nebraska, upon  
 04 certain conditions herein specified and providing for sureties conditioned  
 05 upon the strict compliance with such conditions, and declaring an emergency.

06 WHEREAS, RJL Development South Ltd., a Nebraska corporation, owner  
 07 of a tract of land legally described as:

08 A portion of Lot 8 I.T., all located in the Southeast  
 09 Quarter of Section 18, Township 9 North, Range 7 East of  
 10 the 6th P.M., Lincoln, Lancaster County, Nebraska, and  
 11 more particularly described as follows:

12 Commencing from the northeast corner of said Southeast  
 13 Quarter; thence on an assumed bearing of south 89 degrees  
 14 59 minutes 53 seconds west along the north line of said  
 15 Southeast Quarter, a distance of 50.00 feet to the north-  
 16 east corner of said Lot 8 I.T.; thence south 0 degrees 17  
 17 minutes 57 seconds east along the east line of said Lot 8  
 18 I.T., a distance of 438.26 feet to the true point of  
 19 beginning; thence continuing along the last described line  
 20 a distance of 497.26 feet; thence north 89 degrees 42  
 21 minutes 03 seconds east along the east line of said Lot 8  
 22 I.T., a distance of 17.00 feet; thence south 0 degrees 17  
 23 minutes 57 seconds east along the east line of said Lot 8  
 24 I.T., a distance of 136.91 feet; thence south 89 degrees  
 25 41 minutes 59 seconds west, a distance of 168.29 feet;  
 26 thence south 67 degrees 22 minutes 34 seconds west, a  
 27 distance of 220.83 feet; thence south 82 degrees 37  
 28 minutes 47 seconds west, a distance of 92.52 feet; thence  
 29 south 7 degrees 54 minutes 56 seconds east, a distance of  
 30 38.66 feet; thence south 82 degrees 05 minutes 04 seconds  
 31 west, a distance of 60.00 feet; thence north 7 degrees 54  
 32 minutes 56 seconds west, a distance of 15.00 feet; thence  
 33 south 82 degrees 05 minutes 04 seconds west, a distance of  
 34 180.55 feet; thence south 9 degrees 17 minutes 00 seconds  
 35 east, a distance of 65.37 feet; thence south 6 degrees 32  
 36 minutes 54 seconds east, a distance of 90.00 feet; thence  
 37 south 7 degrees 27 minutes 27 seconds east, a distance of  
 38 89.54 feet; thence south 78 degrees 50 minutes 46 seconds  
 39 west, a distance of 130.00 feet; thence on a curve to the  
 40 left whose radius is 570.00 feet, a central angle of 2  
 41 degrees 09 minutes 40 seconds, an arc distance of 21.50  
 42 feet, and a chord bearing of south 12 degrees 12 minutes  
 43 04 seconds east; thence south 76 degrees 41 minutes 06  
 44 seconds west, a distance of 60.00 feet; thence on a curve  
 45 to the right whose radius is 630.00 feet, a central angle  
 46 of 1 degree 25 minutes 57 seconds, an arc distance of  
 47 15.75 feet, and a chord bearing of north 12 degrees 35  
 48 minutes 55 seconds west; thence south 78 degrees 07  
 49 minutes 03 seconds west, a distance of 135.00 feet; thence  
 50 north 89 degrees 24 minutes 26 seconds west, a distance of  
 51 91.19 feet; thence north 79 degrees 41 minutes 15 seconds  
 52 west, a distance of 125.00 feet; thence north 9 degrees 47  
 53 minutes 56 seconds west, a distance of 112.95 feet; thence  
 54 north 4 degrees 23 minutes 46 seconds east, a distance of  
 55 122.34 feet; thence north 47 degrees 04 minutes 17 seconds  
 56 east, a distance of 197.40 feet; thence north 33 degrees  
 57 51 minutes 42 seconds west, a distance of 83.95 feet;  
 58 thence north 40 degrees 57 minutes 05 seconds west, a  
 59 distance of 218.34 feet; thence north 70 degrees 38  
 60 minutes 06 seconds west, a distance of 230.17 feet; thence

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01 south 89 degrees 26 minutes 51 seconds west, a distance of  
02 166.13 feet; thence north 61 degrees 06 minutes 00 seconds  
03 west, a distance of 110.00 feet; thence on a curve to the  
04 left whose radius is 170.00 feet, a central angle of 16  
05 degrees 02 minutes 31 seconds, an arc distance of 47.60  
06 feet, and a chord bearing of south 20 degrees 52 minutes  
07 44 seconds west; thence north 77 degrees 08 minutes 31  
08 seconds west, a distance of 60.00 feet; thence on a curve  
09 to the right whose radius is 230.00 feet, a central angle  
10 of 3 degrees 01 minute 32 seconds, an arc distance of  
11 12.15 feet, and a chord bearing of north 14 degrees 22  
12 minutes 15 seconds east; thence north 74 degrees 06  
13 minutes 59 seconds west, a distance of 130.00 feet; thence  
14 north 27 degrees 48 minutes 08 seconds east, a distance of  
15 148.70 feet; thence north 53 degrees 29 minutes 09 seconds  
16 east, a distance of 171.32 feet; thence north 80 degrees  
17 16 minutes 14 seconds east, a distance of 163.47 feet;  
18 thence south 87 degrees 53 minutes 09 seconds east, a  
19 distance of 108.77 feet; thence south 80 degrees 22  
20 minutes 32 seconds east, a distance of 120.63 feet; thence  
21 south 71 degrees 16 minutes 17 seconds east, a distance of  
22 120.63 feet; thence south 62 degrees 10 minutes 02 seconds  
23 east, a distance of 66.87 feet; thence north 45 degrees 26  
24 minutes 59 seconds east, a distance of 565.08 feet; thence  
25 north 44 degrees 33 minutes 01 seconds west, a distance of  
26 15.00 feet; thence north 45 degrees 26 minutes 59 seconds  
27 east, a distance of 60.00 feet; thence south 44 degrees 33  
28 minutes 01 seconds east, a distance of 413.38 feet; thence  
29 on a curve to the right whose radius is 135.00 feet, a  
30 central angle of 92 degrees 37 minutes 42 seconds, an arc  
31 distance of 218.25 feet, and a chord bearing of south 75  
32 degrees 23 minutes 48 seconds east; thence north 89  
33 degrees 41 minutes 59 seconds east, a distance of 166.69  
34 feet; thence north 44 degrees 41 minutes 59 seconds east,  
35 a distance of 84.85 feet to the point of beginning. Said  
36 tract contains a calculated area of 29.00 acres more or  
37 less,

38 has 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, in the  
40 manner and form as by ordinance required; and

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

43 NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of  
44 Lincoln, Nebraska:

45 Section 1. That the plat of **WILLIAMSBURG VILLAGE** as an addition  
46 to the City of Lincoln, Nebraska, filed in the office of the Planning Depart-  
47 ment of said City by **RJL Development South Ltd.**, a Nebraska corporation, as  
48 owner is hereby accepted and approved, and said owner is given the right to  
49 plat said **WILLIAMSBURG VILLAGE** as an addition to said City in accordance  
50 therewith. Such acceptance and approval are conditioned upon the following:

51 First: That said owner shall at its own cost and expense pay for  
52 all labor, material, engineering, and inspection costs in connection with the  
53 construction of street improvements, including the grading, paving, and  
54 installation of curb and gutter, curb inlets, and storm drain laterals as

01 shown on the approved final plat. The construction shall be completed within  
02 two years following City Council approval of this final plat.

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

08 Third: That said owner shall at its own cost and expense pay for  
09 all labor, material, engineering, and inspection costs in connection with the  
10 construction of sidewalks in pedestrian way easements as shown on the final  
11 plat. The construction shall be completed at the same time that Old Dominion  
12 Road within this final plat is paved.

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

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

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

28 Seventh: That said owner shall at its own cost and expense pay for  
29 all labor, material, engineering, and inspection costs in connection with the  
30 construction of the private low-flow liner as shown on the approved drainage  
31 study. The construction shall be completed within two years following City  
32 Council approval of this final plat.

33 Eighth: That said owner shall at its own cost and expense pay for  
34 all labor, material, engineering, and inspection costs in connection with the  
35 installation of an ornamental street lighting system as shown on this final  
36 plat. The construction shall be completed within two years following City  
37 Council approval of this final plat.

4

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

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

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

15 Twelfth: That said owner shall at its own cost and expense pay for  
16 all labor, material, engineering, and inspection costs in connection with the  
17 placing of temporary turnarounds and barricades located at the temporary  
18 dead-end of Cape Charles Drive, Leesburg Drive, and Old Dominion Road. The  
19 construction shall be completed within two years following the City Council's  
20 approval of this final plat.

21 Thirteenth: That said owner shall at its own cost and expense pay  
22 for all labor, material, engineering, and inspection costs in connection with  
23 the removal of the temporary turnarounds. Any such temporary turnarounds  
24 shall be removed at the time the street is extended beyond the temporary  
25 turnaround.

26 Fourteenth: That said owner shall at its own cost and expense pay  
27 for all labor, material, and related costs in connection with the installation  
28 of a landscape screen as shown on the approved landscape plan. The installa-  
29 tion shall be completed within one year following 60% occupancy of the total  
30 number of lots within this final plat.

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

34 The owner, its successors and assigns agree:

35 a. To submit to the Director of Public Works an erosion control  
36 plan.

01           b. To protect the remaining trees on the site during construction  
02 and development.

03           c. To pay all improvement costs except that the City specifically  
04 agrees that the 12" water main in Cape Charles Drive is eligible for a City  
05 subsidy of \$2,000.

06           d. To submit to the lot buyers and homebuilders a copy of the soil  
07 analysis.

08           e. To continuously and regularly maintain the street trees and  
09 landscape screen.

10           f. To complete the private improvements shown on the preliminary  
11 plat and community unit plan.

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

20           h. To relinquish the right of direct vehicular access from Lots 8,  
21 9 and 10, Block 6 to and from South 40th Street, and from Outlots "C," "D,"  
22 and "E" to and from Williamsburg Boulevard.

23           i. To relinquish the right of direct vehicular access to and from  
24 Cape Charles Drive, Leesburg Drive and Old Dominion Road from Lot 1, Block 1,  
25 Lot 15, Block 3, Lot 14, Block 6 until Cape Charles Drive, Leesburg Drive and  
26 Old Dominion Road, temporary dead-end streets, are extended into the abutting  
27 property.

28           j. To maintain the sidewalk in the pedestrian way easements the  
29 same as if the sidewalk was located in the street right-of-way in front of the  
30 lot.

31           k. To complete the permanent lot and block staking before con-  
32 struction on or conveyance of any lot shown on this final plat.

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

34           a. A bond or an approved escrow or security agreement in the sum  
35 of \$310,000 conditioned upon the strict compliance by said owner with the  
36 conditions contained in paragraph designated "First" of Section 1 of this  
37 ordinance.

01           b. A bond or an approved escrow or security agreement in the sum  
02 of \$70,000 conditioned upon the strict compliance by said owner with the  
03 conditions contained in paragraph designated "Second" of Section 1 of this  
04 ordinance.

05           c. A bond or an approved escrow or security agreement in the sum  
06 of \$2,000 conditioned upon the strict compliance by said owner with the  
07 conditions contained in paragraph designated "Third" of Section 1 of this  
08 ordinance.

09           d. A bond or an approved escrow or security agreement in the sum  
10 of \$38,000 conditioned upon the strict compliance by said owner with the  
11 conditions contained in paragraph designated "Fourth" of Section 1 of this  
12 ordinance.

13           e. A bond or an approved escrow or security agreement in the sum  
14 of \$125,000 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Fifth" of Section 1 of this  
16 ordinance.

17           f. A bond or an approved escrow or security agreement in the sum  
18 of \$75,000 conditioned upon the strict compliance by said owner with the  
19 conditions contained in paragraph designated "Sixth" of Section 1 of this  
20 ordinance.

21           g. A bond or an approved escrow or security agreement in the sum  
22 of \$28,000 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "Seventh" of Section 1 of this  
24 ordinance.

25           h. A bond or an approved escrow or security agreement in the sum  
26 of \$17,000 conditioned upon the strict compliance by said owner with the  
27 conditions contained in paragraph designated "Eighth" of Section 1 of this  
28 ordinance.

29           i. A bond or an approved escrow or security agreement in the sum  
30 of \$15,300 conditioned upon the strict compliance by said owner with the  
31 conditions contained in paragraph designated "Ninth" of Section 1 of this  
32 ordinance.

33           j. A bond or an approved escrow or security agreement in the sum  
34 of \$1,150 conditioned upon the strict compliance by said owner with the  
35 conditions contained in paragraph designated "Tenth" of Section 1 of this  
36 ordinance.

01 k. A bond or an approved escrow or security agreement in the sum  
02 of \$1,500 conditioned upon the strict compliance by said owner with the  
03 conditions contained in paragraph designated "Eleventh" of Section 1 of this  
04 ordinance.

05 l. A bond or an approved escrow or security agreement in the sum  
06 of \$1,400 conditioned upon the strict compliance by said owner with the  
07 conditions contained in paragraph designated "Twelfth" of Section 1 of this  
08 ordinance.

09 m. A bond or an approved escrow or security agreement in the sum  
10 of \$1,200 conditioned upon the strict compliance by said owner with the  
11 conditions contained in paragraph designated "Thirteenth" of Section 1 of this  
12 ordinance.

13 n. A bond or an approved escrow or security agreement in the sum  
14 of \$2,750 conditioned upon the strict compliance by said owner with the  
15 conditions contained in paragraph designated "Fourteenth" 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.

27 <sup>Whereas an emergency exists,</sup>  
28 Section 5. ~~That~~ this ordinance shall take effect and be in force  
from and after its passage and publication according to law.

Introduced by:

J. Theodore Hempel

Approved as to Form & Legality:

*William F. Huston*  
City Attorney

AYES: Haar, Hempel, Johanns,  
Minnick, Wilson;  
NAYS: None;  
ABSENT: Gutgsell, Seng.

Staff Review Completed:

**APPROVED**  
Administrative Assistant

MAR 9, 1990

*Bill Harris*  
MAYOR

**PASSED**

MAR - 5 1990

**BY CITY COUNCIL**

Amended 3/5/90

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between RJL Development South Ltd., a Nebraska corporation, 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 WILLIAMSBURG VILLAGE; 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 WILLIAMSBURG VILLAGE, 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 costs except that the City specifically agrees that the 12" water main in Cape Charles Drive is eligible for a City subsidy of \$2,000.
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 and community unit plan.
7. The Subdivider agrees to maintain the 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.



8. The Subdivider agrees to relinquish the right of direct vehicular access from Lots 8, 9 and 10, Block 6 to and from South 40th Street, and from Outlots "C," "D," and "E" to and from Williamsburg Boulevard.

9. The Subdivider agrees to relinquish the right of direct vehicular access to and from Cape Charles Drive, Leesburg Drive and Old Dominion Road from Lot 1, Block 1, Lot 15, Block 3, Lot 14, Block 6 until Cape Charles Drive, Leesburg Drive and Old Dominion Road, temporary dead-end streets, are extended into the abutting property.

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

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

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

Dated this 13 day of February, 1990.

ATTEST:

Joseph H. Hampton  
Secretary

RJL Development South Ltd,  
a Nebraska corporation

Robert J. Hampton  
President

ATTEST:

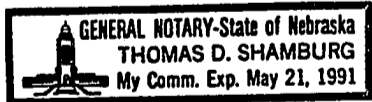
Paul A. Malgo  
City Clerk

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Bill Harris  
Mayor

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF LANCASTER )

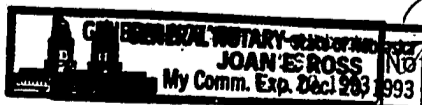
The foregoing instrument was acknowledged before me this 13th day of FEBRUARY 13, 1990, by Robert Hampton, President of RJL Development South Ltd., a Nebraska corporation, on behalf of the corporation.



Thomas D. Shamburg  
Notary Public

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 9th day of MARCH, 1990, by Bill Harris, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross  
Notary Public

Approved as to Form and Legality:

William H. Steuber  
City Attorney

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. 15486, AGREEMENT, AND PLAT.

(WILLIAMSBURG VILLAGE)

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held March 5, 1990 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 14th day of March, 19 90.

*Paul A. Malzer*  
\_\_\_\_\_  
City Clerk

BLOCK  
\_\_\_\_\_  
G.C.F.  
\_\_\_\_\_  
G.I.  
\_\_\_\_\_  
E.D.  
\_\_\_\_\_  
INST. NO. 90- 6797

LANCASTER COUNTY, NEB.  
*Dan Galts*  
REGISTER OF DEEDS  
90 MAR 16 PM 3:42  
ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS

*\$50.50*

*Return to City Clerk*

*Williamsburg pd*