

93-233

Introduce: 10-11-93

ORDINANCE NO. 16498

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

6 WHEREAS, The School District of the City of Lincoln, in the County  
7 of Lancaster, in the State of Nebraska, Jack A. Herbert, Trustee, Marie A.  
8 Herbert, Trustee, Glenn E. Herbert and Crown Pointe Development Co., Inc.,  
9 owners of a tract of land legally described as:

10 A subdivision of Outlots 'A' and 'B', Block 1, and  
11 Outlots 'A' - 'E', Block 2, Van Dorn Acres Addition,  
12 Lancaster County, Nebraska, more particularly  
13 described as follows:

14 Referring to the Northeast Corner of said Section 3,  
15 thence in a westerly direction along the north line of  
16 said Section a distance of 50.0 feet; thence in a  
17 southerly direction along a line parallel to and 50.0  
18 feet from the east line of said Section a distance of  
19 75.0 feet to the point of beginning; thence along a  
20 line 50.0 feet west of and parallel to the east line  
21 of said Quarter Section on a bearing of south 0  
22 degrees 48 minutes 22 seconds west, a distance of  
23 1545.99 feet; thence on a bearing of north 89 degrees  
24 46 minutes 06 seconds west, a distance of 371.66 feet;  
25 thence on a bearing of north 70 degrees 24 minutes 46  
26 seconds west a distance of 135.68 feet; thence south  
27 19 degrees 35 minutes 14 seconds west a distance of  
28 100.0 feet; thence on a bearing of north 70 degrees 24  
29 minutes 46 seconds west a distance of 150.0 feet to a  
30 point of curvature on a 631.0 foot radius curve to the  
31 left, an arc distance of 44.52 feet, subtending a  
32 central angle of 4 degrees 02 minutes 33 seconds and  
33 producing a long chord of 44.51 feet, bearing north 72  
34 degrees 26 minutes 02 seconds west; thence on a  
35 bearing of south 16 degrees 01 minutes 02 seconds west  
36 a distance of 36.0 feet to a point on a 595.0 foot  
37 radius curve to the left, an arc distance of 158.72  
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feet, subtending a central angle of 15 degrees 17 minutes 04 seconds and producing a long chord of 158.26 feet bearing north 82 degrees 07 minutes 34 seconds west, thence on a bearing of north 89 degrees 46 minutes 06 seconds west a distance of 1717.04 feet; thence on a bearing of north 0 degrees 59 minutes 00 seconds east a distance of 384.02 feet; thence on a bearing of north 47 degrees 11 minutes 12 seconds east a distance of 316.59 feet; thence on a bearing of north 42 minutes 48 minutes 48 seconds west a distance of 130.0 feet, to the south line of Ringneck Drive; thence on a bearing of north 47 degrees 11 minutes 12 seconds east, a distance of 259.80 feet; thence on a bearing of north 49 degrees 28 minutes 38 seconds east a distance of 150.12 feet to a point on a 264.0 foot radius curve to the right, an arc distance of 199.97 feet, subtending a central angle of 43 degrees 23 minutes 59 seconds and producing a long chord of 195.22 feet, a bearing north 68 degrees 53 minutes 12 seconds east; thence on a bearing of south 89 degrees 24 minutes 49 seconds east a distance of 140.41 feet to a point of curvature on a 286.0 foot radius curve to the left, an arc distance of 449.25 feet, subtending a central angle of 90 degrees 00 minutes 00 seconds and producing a long chord of 404.46 feet, bearing north 45 degrees 35 minutes 11 seconds east; thence on a bearing of north 0 degrees 35 minutes 11 seconds east a distance of 255.71 feet; thence on a bearing of south 89 degrees 24 minutes 49 seconds east a distance of 1528.44 feet; thence on a bearing of south 44 degrees 18 minutes 14 seconds east, a distance of 35.29 feet, to the point of beginning and containing 78.01 acres; and

Referring to the North Quarter Corner of said Section 3, thence in a southerly direction along the north-south centerline of said Section a distance of 50.0 feet to the point of beginning; thence in an easterly direction on a bearing of south 89 degrees 24 minutes 49 seconds east a distance of 355.60 feet; thence on a bearing of south 85 degrees 24 minutes 34 seconds east a distance of 100.24 feet; thence on a bearing of north 89 degrees 35 minutes 02 seconds east a distance of 400.06 feet; thence on a bearing of south 89 degrees 24 minutes 49 seconds east a distance of 114.49 feet to the west line of South 79th Street; thence on a bearing of south 0 degrees 35 minutes 11 seconds west a distance of 255.71 feet to a point of curvature on a 214.0 foot radius curve to the right, an arc distance of 336.15 feet, subtending a central

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angle of 90 degrees 00 minutes 00 seconds and producing a long chord of 302.64 feet, bearing south 45 degrees 35 minutes 11 seconds west; thence on a bearing of north 89 degrees 24 minutes 49 seconds west a distance of 140.41 feet to a point of curvature on a 336.0 foot radius curve to the left, an arc distance of 254.51 feet, subtending a central angle of 43 degrees 23 minutes 59 seconds and producing along chord of 248.47 feet, bearing south 68 degrees 53 minutes 12 seconds west; thence on a bearing of south 41 degrees 28 minutes 34 seconds west a distance of 60.30 feet; thence on a bearing of south 47 degrees 11 minutes 12 seconds west a distance of 349.80 feet; thence on a bearing of north 42 degrees 48 minutes 48 seconds west a distance of 140.24 feet; thence on a bearing of north 0 degrees 59 minutes 00 seconds east a distance of 745.62 feet, to the point of beginning and containing 12.69 acres;

have 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 CROWN POINTE ESTATES ADDITION as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by The School District of the City of Lincoln, in the County of Lancaster, in the State of Nebraska, Jack A. Herbert, Trustee, Marie A. Herbert, Trustee, Glenn E. Herbert and Crown Pointe Development Co., Inc., as owners is hereby accepted and approved, and said owners are given the right to plat said CROWN POINTE ESTATES ADDITION as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

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FIRST: That said owners shall at their 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.

SECOND: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of sidewalks as shown on the approved preliminary plat except the outlots to be platted into buildable lots in the future. The construction shall be completed within four years following City Council approval of this final plat.

THIRD: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of sidewalks in pedestrian way easements as shown on the final plat. The construction shall be completed at the same time that Crown Pointe Road within this final plat is paved.

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

FIFTH: That said owners shall at their own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of a public wastewater collection system as shown on the

1 approved preliminary plat. The construction shall be completed within two  
2 years following City Council approval of this final plat.

3 SIXTH: That said owners shall at their own cost and expense pay  
4 for all labor, material, engineering, and inspection costs in connection with  
5 the construction of drainage facilities as shown on the approved drainage  
6 study. The construction shall be completed within two years following City  
7 Council approval of this final plat.

8 SEVENTH: That said owners shall at their own cost and expense pay  
9 for all labor, material, engineering, and inspection costs in connection with  
10 the installation of an ornamental street lighting system as required by the  
11 preliminary plat for all streets shown on this final plat. The construction  
12 shall be completed within two years following City Council approval of this  
13 final plat.

14 EIGHTH: That said owners shall at their own cost and expense pay  
15 for all labor, material, and related costs in connection with the installation  
16 of a landscape screen as shown on the approved landscape plan. The  
17 installation shall be completed within one year following 60% occupancy of the  
18 total number of lots within this final plat.

19 NINTH: That said owners shall at their own cost and expense pay  
20 for all labor, material, and related costs in connection with the installation  
21 of street trees as shown on approved landscape plan. The planting shall be  
22 completed within four years following City Council approval of this final  
23 plat.

24 TENTH: That said owners shall at their own cost and expense pay  
25 for all labor, material, and related costs in connection with the installation

1 of street name signs as approved by the Department of Transportation. This  
2 installation shall be completed within two years following City Council  
3 approval of this final plat.

4           ELEVENTH: That said owners shall at their own cost and expense  
5 pay for all labor, material, engineering, and inspection costs in connection  
6 with the removal of the temporary turnarounds. The temporary turnarounds  
7 shall be removed at the time the street is extended beyond the temporary  
8 turnaround.

9           TWELFTH: 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 placing of permanent lot stakes at all corners of all lots and blocks of  
12 this final plat. The permanent lot staking shall be completed before  
13 construction on or conveyance of any lot shown in this final plat.

14           Section 2. That prior to the passage of this ordinance, Jack A.  
15 Herbert, Trustee, Marie A. Herbert, Trustee, and Glenn E. Herbert shall enter  
16 into a written agreement with the City which shall provide as follows:

17           That said owners, their successors and assigns agree:

18           a. To submit to the Director of Public Works an erosion control  
19 plan.

20           b. To protect the remaining trees on the site during  
21 construction and development.

22           c. To pay all improvement costs.

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

1 e. To continuously and regularly maintain the street trees and  
2 7 landscape screens.

3 f. To complete the private improvements shown on the  
4 preliminary plat and planned unit development.

5 g. To maintain the outlots and private improvements on a  
6 permanent and continuous basis. However, the owners may be relieved and  
7 discharged of this maintenance obligation upon creating in writing a permanent  
8 and continuous association of property owners who would be responsible for  
9 said permanent and continuous maintenance. The subdivider shall not be  
10 relieved of such maintenance obligation until the document or documents  
11 creating said property owners association have been reviewed and approved by  
12 the City Attorney and filed of record with the Register of Deeds.

13 h. To relinquish the right of direct vehicular access to Van  
14 Dorn Street and South 84th Street except at the location of future Rockledge  
15 Road and S. 82nd Street shown on the approved preliminary plat and planned  
16 unit development.

17 i. To construct sidewalks along the streets and along Van Dorn  
18 Street and South 84th Street when each abutting outlot is final platted into  
19 buildable lots.

20 j. To comply with the provisions of the Land Subdivision  
21 Ordinance regarding land preparation.

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

24 a. A bond or an approved escrow or security agreement in the  
25 sum of \$125,000 conditioned upon the strict compliance by said owners with the

1 8 conditions contained in paragraph designated "First" of Section 1 of this  
2 resolution.

3 b. A bond or an approved escrow or security agreement in the  
4 sum of \$56,000 conditioned upon the strict compliance by said owners with the  
5 conditions contained in paragraph designated "Second" of Section 1 of this  
6 ordinance.

7 c. A bond or an approved escrow or security agreement in the  
8 sum of \$900 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Third" of Section 1 of this  
10 ordinance.

11 d. A bond or an approved escrow or security agreement in the  
12 sum of \$100,000 conditioned upon the strict compliance by said owners with the  
13 conditions contained in paragraph designated "Fourth" of Section 1 of this  
14 ordinance.

15 e. A bond or an approved escrow or security agreement in the  
16 sum of \$150,000 conditioned upon the strict compliance by said owners with the  
17 conditions contained in paragraph designated "Fifth" of Section 1 of this  
18 ordinance.

19 f. A bond or an approved escrow or security agreement in the  
20 sum of \$66,000 conditioned upon the strict compliance by said owners with the  
21 conditions contained in paragraph designated "Sixth" of Section 1 of this  
22 ordinance.

23 g. A bond or an approved escrow or security agreement in the  
24 sum of \$12,000 conditioned upon the strict compliance by said owners with the



1 9 conditions contained in paragraph designated "Seventh" of Section 1 of this  
2 ordinance.

3 h. A bond or an approved escrow or security agreement in the  
4 sum of \$3,883.75 conditioned upon the strict compliance by said owners with  
5 the conditions contained in paragraph designated "Eighth" of Section 1 of this  
6 ordinance.

7 i. A bond or an approved escrow or security agreement in the  
8 sum of \$25,515 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Ninth" of Section 1 of this  
10 ordinance.

11 j. A bond or an approved escrow or security agreement in the  
12 sum of \$805 conditioned upon the strict compliance by said owners with the  
13 conditions contained in paragraph designated "Tenth" of Section 1 of this  
14 ordinance.

15 k. A bond or an approved escrow or security agreement in the  
16 sum of \$400 conditioned upon the strict compliance by said owners with the  
17 conditions contained in paragraph designated "Eleventh" of Section 1 of this  
18 ordinance.

19 l. A bond or an approved escrow or security agreement in the  
20 sum of \$3,300 conditioned upon the strict compliance by said owners with the  
21 conditions contained in paragraph designated "Eleventh" of Section 1 of this  
22 ordinance.

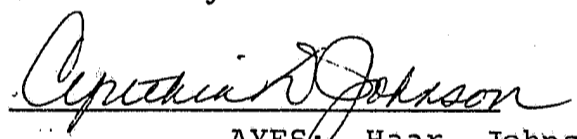
23 The bonds required above shall be subject to approval by the City  
24 Attorney. In the event that said owners or their surety shall fail to satisfy  
25 the conditions herein set forth within the time specified in this ordinance,

1 10 the City Council may order the required work to be performed by the City and  
2 recover the cost thereof from said owners and their surety.

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

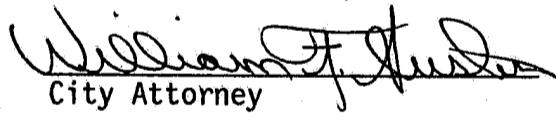
8 Section 5. That this ordinance shall take effect and be in force  
9 from and after its passage and publication according to law.

Introduced by:

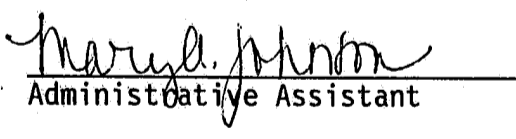


AYES: Haar, Johnson,  
Seng, Shoecraft, Wilson, Young;  
NAYS: None; ABSENT FOR VOTE:  
Donaldson.

Approved as to Form & Legality:

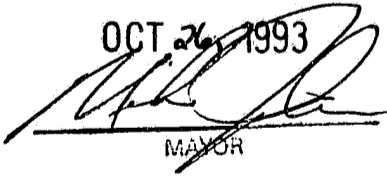
  
City Attorney

Staff Review Completed:

  
Administrative Assistant

APPROVED

OCT 26 1993

  
MAYOR

PASSED

OCT 18, 1993

BY 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 Jack A. Herbert, Trustee, Marie A. Herbert, Trustee, Glenn E. Herbert and Crown Pointe Development Co., 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 CROWN POINTE ESTATES ADDITION; 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 CROWN POINTE ESTATES 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 submit 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 continuously and regularly maintain the street trees and landscape screens.

12 6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and planned unit development.

7. 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.


8. The Subdivider agrees to relinquish the right of direct vehicular access to Van Dorn Street and South 84th Street except at the location of future Rockledge Road and S. 82nd Street as shown on the approved preliminary plat and planned unit development.

9. The Subdivider agrees to construct sidewalks along the streets and along Van Dorn Street and South 84th Street when each abutting outlot is final platted into buildable lots.

10. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

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

Dated this 29<sup>th</sup> day of Sept, 1993.

  
Jack A. Herbert, Trustee





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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. 16498, AGREEMENT AND PLAT  
(CROWN POINTE ESTATES ADD.)

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held OCTOBER 18, 1993 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 27<sup>th</sup> day of October, 1993.

*Paul A. Malzer*  
\_\_\_\_\_  
City Clerk  
SEAL  
CITY OF LINCOLN, NEBRASKA  
LANCASTER COUNTY, NEB

JADOAC

*[Handwritten signature]*

52492

*[Handwritten initials]*

LANCASTER COUNTY, NEB  
*[Handwritten signature]*  
REGISTER OF DEEDS

Nov 2 9 32 AM '93

INST. NO 93 49677

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Return to  
City Clerk