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93-12

Introduce: 1-18-93

ORDINANCE NO. 16299

1 AN ORDINANCE accepting and approving the plat designated
2 as CRIPPLE CREEK SOUTH 1ST ADDITION as an addition to the City of
3 Lincoln, filed in the office of the Planning Department of the
4 City of Lincoln, Nebraska, upon certain conditions herein speci-
5 fied and providing for sureties conditioned upon the strict com-
6 pliance with such conditions.

7 WHEREAS, West Gate, Inc., a Nebraska corporation, owner
8 of a tract of land legally described as:

9 A subdivision of Lot 24, I.T. in the Northwest
10 Quarter of Section 20, Township 9 North, Range 7
11 East, of the 6th P.M., Lancaster County,
12 Nebraska, more particularly described as
13 follows:

14 Commencing at the north quarter corner of said
15 Section 20, and extending thence south 0 degrees
16 05 minutes 32 seconds west along the north-south
17 centerline of said Section 20, 50.00 feet to the
18 point of beginning;

19 Thence continuing south 0 degrees 05 minutes 32
20 seconds west along said centerline 1269.98 feet
21 to the south line of the North One-half of the
22 Northwest Quarter of said Section 20; thence
23 south 89 degrees 52 minutes 05 seconds west on
24 said south line 1093.00 feet; thence north 0
25 degrees 07 minutes 55 seconds west, a distance
26 of 129.05 feet; thence north 89 degrees 52
27 minutes 05 seconds east, a distance of 57.93
28 feet; thence north 0 degrees 07 minutes 55
29 seconds west, a distance of 177.74 feet; thence
30 south 85 degrees 26 minutes 42 seconds east, a
31 distance of 19.63 feet; thence north 27 degrees
32 00 minutes 00 seconds east, a distance of 353.24
33 feet; thence north 9 degrees 45 minutes 51
34 seconds east, a distance of 108.98 feet; thence
35 north 0 degrees 00 minutes 00 seconds east, a
36 distance of 210.00 feet; thence north 10 degrees
37 39 minutes 29 seconds east, a distance of 135.17
38 feet; thence north 0 degrees 00 minutes 00
39 seconds east, a distance of 200.39 feet to a
40 point on the south line of Pine Lake Road;
41 thence north 89 degrees 52 minutes 45 seconds

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1 east, on said south line 814.39 feet to the
2 point of beginning, containing 26.59 acres.

3 has filed said plat in the office of the Planning Department of
4 the City of Lincoln, Nebraska, with a request for approval and
5 acceptance thereof, in the manner and form as by ordinance
6 required; and

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

10 NOW, THEREFORE, BE IT ORDAINED by the City Council of
11 the City of Lincoln, Nebraska:

12 Section 1. That the plat of CRIPPLE CREEK SOUTH 1ST
13 ADDITION as an addition to the City of Lincoln, Nebraska, filed
14 in the office of the Planning Department of said City by WEST
15 GATE, INC., as owner is hereby accepted and approved, and said
16 owner is given the right to plat said CRIPPLE CREEK SOUTH 1ST
17 ADDITION as an addition to said City in accordance therewith.

18 Such acceptance and approval are conditioned upon the following:

19 First: That said owner shall at its own cost and expense
20 pay for all labor, material, engineering, and inspection costs in
21 connection with the construction of sidewalks as shown on the
22 approved preliminary plat. The construction shall be completed
23 within four years following City Council approval of this final
24 plat.

25 Second: That said owner shall at its own cost and expense
26 pay for all labor, material, engineering, and inspection costs in
27 connection with the construction of sidewalks in pedestrian way
28 easements as shown on the final plat. The construction shall be

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1 completed at the same time that Woody Creek Lane and Woody Creek
2 Circle within this final plat are paved.

3 Third: That said owner shall at its own cost and expense
4 pay for all labor, material, engineering, and inspection costs in
5 connection with the installation of an ornamental street lighting
6 system as required by the preliminary plat for all streets shown
7 on this final plat. The construction shall be completed within
8 two years following City Council approval of this final plat.

9 Fourth: That said owner shall at its own cost and expense
10 pay for all labor, material, and related costs in connection with
11 the installation of a landscape screen as shown on the approved
12 landscape plan. The installation shall be completed within two
13 years following 60% occupancy of the total number of lots within
14 this final plat.

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

20 Sixth: That said owner shall at its own cost and expense
21 pay for all labor, material, and related costs in connection with
22 the installation of street name signs as approved by the Depart-
23 ment of Transportation. This installation shall be completed
24 within two years following City Council approval of this final
25 plat.

26 Seventh: That said owner shall at its own cost and ex-
27 pense pay for all labor, material, engineering, and inspection
28 costs in connection with the placing of permanent lot stakes at

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1 all corners of all lots and blocks of this final plat. The
2 permanent lot staking shall be completed before construction on
3 or conveyance of any lot shown in this final plat.

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

7 The owner, its successors and assigns agree:

8 a. To submit to the Director of Public Works for review
9 and approval a plan showing proposed measures to control
10 sedimentation and erosion and the proposed method to
11 temporarily stabilize all graded land.

12 b. To pay all improvement costs.

13 c. To submit to the lot buyers and home builders a copy
14 of the soil analysis.

15 d. To continuously and regularly maintain the street
16 trees and landscape screen.

17 e. To complete the private improvements shown on the
18 preliminary plat.

19 f. To maintain the outlots and private improvements on
20 a permanent and continuous basis. However, the owner
21 may be relieved and discharged of this maintenance
22 obligation upon creating in writing a permanent and
23 continuous association of property owners who would be
24 responsible for said permanent and continuous maintenance.
25 The owner shall not be relieved of such maintenance obliga-
26 tion until the document or documents creating said property
27 owners association have been reviewed and approved by the

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1 City Attorney and filed of record with the Register of
2 Deeds.

3 g. To relinquish the right of direct vehicular access
4 from Lots 15 and 16, Block 1 to Pine Lake Road.

5 h. To relinquish the right of direct vehicular access
6 to Pine Lake Road from Outlots "A" and "B" except for
7 temporary maintenance purposes only. Such outlots shall not
8 be granted curb cuts.

9 i. To perpetually maintain the sidewalks in the pedes-
10 trian way easements at its own cost and expense.

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

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

17 a. A bond or an approved escrow or security agreement
18 in the sum of \$29,000 conditioned upon the strict compliance by
19 said owner with the conditions contained in paragraph designated
20 "First" of Section 1 of this ordinance.

21 b. A bond or an approved escrow or security agreement
22 in the sum of \$1,800 conditioned upon the strict compliance by
23 said owner with the conditions contained in paragraph designated
24 "Second" of Section 1 of this ordinance.

25 c. A bond or an approved escrow or security agreement
26 in the sum of \$7,400 conditioned upon the strict compliance by
27 said owner with the conditions contained in paragraph designated
28 "Third" of Section 1 of this ordinance.

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1 d. A bond or an approved escrow or security agreement
2 in the sum of \$2,250 conditioned upon the strict compliance by
3 said owner with the conditions contained in paragraph designated
4 "Fourth" of Section 1 of this ordinance.

5 e. A bond or an approved escrow or security agreement
6 in the sum of \$7,900 conditioned upon the strict compliance by
7 said owner with the conditions contained in paragraph designated
8 "Fifth" of Section 1 of this ordinance.

9 f. A bond or an approved escrow or security agreement
10 in the sum of \$460 conditioned upon the strict compliance by said
11 owner with the conditions contained in paragraph designated
12 "Sixth" of Section 1 of this ordinance.

13 g. A bond or an approved escrow or security agreement
14 in the sum of \$1,500 conditioned upon the strict compliance by
15 said owner with the conditions contained in paragraph designated
16 "Seventh" of Section 1 of this ordinance.

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

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

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

Introduced by:

Randall Lyons

Approved as to Form & Legality:

William J. Austin
City Attorney

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

Staff Review Completed:

Mary G. Johnson
Administrative Assistant

1/18/93 Council Proceedings:

MINNICK Moved for Bi-1 No. 93-12 to
have 2nd & 3rd Reading on 1/25/93.

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

APPROVED

JAN 29 1993

[Signature]

PASSED

JAN 25 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 WEST GATE, INC., a Nebraska Corp., 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 CRIPPLE CREEK SOUTH 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 CRIPPLE CREEK SOUTH 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 for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
2. The subdivider agrees to pay all improvement costs.
3. The subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.
4. The subdivider agrees to continuously and regularly maintain the street trees and landscape screen.
5. The subdivider agrees to complete the private improvements shown on the preliminary plat.

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6. 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.

7. The subdivider agrees to relinquish the right of direct vehicular access from Lots 15 and 16, Block 1 to Pine Lake Road.

8. The subdivider agrees to relinquish the right of direct vehicular access to Pine Lake Road from Outlots "A" and "B" except for temporary maintenance purposes only. Such outlots shall not be granted curb cuts.

9. The subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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

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. 16299 (CRIPPLE CREEK SOUTH 1ST. ADDITION)

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held JANUARY 25, 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 9th day of FEBRUARY, 1993.

Paul A. Malzer

City Clerk

BLOCK
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[Signature]
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LANCASTER COUNTY, NEB
Don Holte
REGISTER OF DEEDS
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INST. NO 93 - 4757

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*Inter-Office
City Clerk*