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Introduce: 3-8-93

ORDINANCE NO. 16328

1 AN ORDINANCE accepting and approving the plat designated as
2 CRIPPLE CREEK SOUTH 2ND 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 of a
8 tract of land legally described as:

9 Outlot "B", Cripple Creek South 1st Addition, located in
10 the Northwest Quarter of Section 20, Township 9 North,
11 Range 7 East of the 6th Principal Meridian, Lancaster
12 County, Nebraska, more particularly described as fol-
13 lows:

14 Commencing at the north quarter corner of said Section
15 20, and extending thence south 0 degrees 05 minutes 32
16 seconds west, along the north-south centerline of said
17 Section 20, a distance of 50.00 feet to the point of
18 beginning; thence continuing south 0 degrees 05 minutes
19 32 seconds west along said centerline, a distance of
20 1269.98 feet to the south line of the North Half of the
21 Northwest Quarter of said Section 20; thence south 89
22 degrees 52 minutes 05 seconds west on said south line, a
23 distance of 695.21 feet; thence north 0 degrees 07 min-
24 utes 55 seconds west, a distance of 129.05 feet; thence
25 north 2 degrees 43 minutes 49 seconds east, a distance
26 of 60.07 feet; thence north 0 degrees 07 minutes 55
27 seconds west, a distance of 157.18 feet; thence south 66
28 degrees 54 minutes 33 seconds east, a distance of 81.61
29 feet; thence north 89 degrees 52 minutes 05 seconds
30 east, a distance of 44.77 feet; thence north 0 degrees
31 07 minutes 55 seconds west, a distance of 264.21 feet;
32 thence north 32 degrees 37 minutes 24 seconds east, a
33 distance of 35.31 feet; thence north 89 degrees 52 min-
34 utes 05 seconds east, a distance of 126.23 feet; thence
35 north 84 degrees 38 minutes 55 seconds east, a distance
36 of 109.92 feet; thence north 0 degrees 05 minutes 32
37 seconds east, a distance of 199.48 feet; thence north 37
38 degrees 09 minutes 28 seconds west, a distance of 189.35
39 feet; thence south 49 degrees 04 minutes 24 seconds
40 west, a distance of 54.86 feet; thence north 0 degrees
41 00 minutes 00 seconds east, a distance of 224.18 feet;
42 thence north 45 degrees 00 minutes 00 seconds east, a
43 distance of 160.31 feet to a point on the south line of

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1 Pine Lake Road; thence north 89 degrees 52 minutes 45
2 seconds east on said south line, a distance of 363.23
3 feet to the point of beginning, containing 14.93 acres,

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

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

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

13 Section 1. That the plat of CRIPPLE CREEK SOUTH 2ND ADDI-
14 TION as an addition to the City of Lincoln, Nebraska, filed in
15 the office of the Planning Department of said City by WEST GATE,
16 INC., as owner is hereby accepted and approved, and said owner is
17 given the right to plat said CRIPPLE CREEK SOUTH 2ND ADDITION as
18 an addition to said City in accordance therewith. Such accep-
19 tance and approval are conditioned upon the following:

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

28 Second: That said owner shall at its own cost and expense
29 pay for all labor, material, engineering, and inspection costs in

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1 connection with the construction of sidewalks as shown on the
2 approved preliminary plat. The construction shall be completed
3 within four years following City Council approval of this final
4 plat.

5 Third: That said owner shall at its own cost and expense
6 pay for all labor, material, engineering, and inspection costs in
7 connection with the construction of sidewalks in pedestrian way
8 easements as shown on the final plat. The construction shall be
9 completed at the same time that Eagle Ridge Road and Eagle Ridge
10 Circle within this final plat are completed.

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

17 Fifth: That said owner shall at its own cost and expense
18 pay for all labor, material, engineering, and inspection costs in
19 connection with the installation of an ornamental street lighting
20 system as required by the preliminary plat for all streets shown
21 on this final plat. The construction shall be completed within
22 two years following City Council approval of this final plat.

23 Sixth: That said owner shall at its own cost and expense
24 pay for all labor, material, and related costs in connection with
25 the installation of a landscape screen as shown on the approved
26 preliminary plat. The installation shall be completed within two
27 years following City Council approval of this final plat.

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1 Seventh: That said owner shall at its own cost and expense
2 pay for all labor, material, and related costs in connection with
3 the installation of street trees as shown on the approved prelim-
4 inary plat. The planting shall be completed within four years
5 following City Council approval of this final plat.

6 Eighth: That said owner shall at its own cost and expense
7 pay for all labor, material, and related costs in connection with
8 the installation of street name signs as approved by the Depart-
9 ment of Transportation. This installation shall be completed
10 within two years following City Council approval of this final
11 plat.

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

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

- 21 The owner, its successors and assigns agree:
- 22 a. To submit to the Director of Public Works for review and
23 approval a plan showing proposed measures to control
24 sedimentation and erosion and the proposed method to
25 temporarily stabilize all graded land.
 - 26 b. To pay all improvement costs.
 - 27 c. To submit to the lot buyers and home builders a copy of
28 the soil analysis.

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- 1 d. To continuously and regularly maintain the landscape
 - 2 screen.
 - 3 e. To complete the private improvements shown on the pre-
 - 4 liminary plat.
 - 5 f. To maintain the outlots and private improvements on a
 - 6 permanent and continuous basis. However, the owner may
 - 7 be relieved and discharged of this maintenance obliga-
 - 8 tion upon creating in writing a permanent and continuous
 - 9 association of property owners who would be responsible
 - 10 for said permanent and continuous maintenance. The owner
 - 11 shall not be relieved of such maintenance obligation
 - 12 until the document or documents creating said property
 - 13 owners association have been reviewed and approved by
 - 14 the City Attorney and filed of record with the Register
 - 15 of Deeds.
 - 16 g. To relinquish the right of direct vehicular access from
 - 17 Lots 14 and 15, Block 1 to Pine Lake Road.
 - 18 h. To relinquish the right of direct vehicular access from
 - 19 Outlot "A" to Pine Lake Road except that periodic access
 - 20 will be permitted for the sole purpose of providing
 - 21 maintenance of the drainage facility located on Out-
 - 22 lot "A".
 - 23 i. To perpetually maintain the sidewalks in the pedestrian
 - 24 way easements at its own cost and expense.
 - 25 j. To complete the permanent lot and block staking before
 - 26 construction on or conveyance of any lot shown on this
 - 27 final plat.

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

3 a. A bond or an approved escrow or security agreement in
4 the sum of \$120,000 conditioned upon the strict compliance by
5 said owner with the conditions contained in paragraph designated
6 "First" of Section 1 of this ordinance.

7 b. A bond or an approved escrow or security agreement in
8 the sum of \$30,000 conditioned upon the strict compliance by said
9 owner with the conditions contained in paragraph designated
10 "Second" of Section 1 of this ordinance.

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

15 d. A bond or an approved escrow or security agreement in
16 the sum of \$115,000 conditioned upon the strict compliance by
17 said owner with the conditions contained in paragraph designated
18 "Fourth" of Section 1 of this ordinance.

19 e. A bond or an approved escrow or security agreement in
20 the sum of \$8,000 conditioned upon the strict compliance by said
21 owner with the conditions contained in paragraph designated
22 "Fifth" of Section 1 of this ordinance.

23 f. A bond or an approved escrow or security agreement in
24 the sum of \$1,950 conditioned upon the strict compliance by said
25 owner with the conditions contained in paragraph designated
26 "Sixth" of Section 1 of this ordinance.

27 g. A bond or an approved escrow or security agreement in
28 the sum of \$10,700 conditioned upon the strict compliance by said

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1 owner with the conditions contained in paragraph designated
2 "Seventh" of Section 1 of this ordinance.

3 h. A bond or an approved escrow or security agreement in
4 the sum of \$115 conditioned upon the strict compliance by said
5 owner with the conditions contained in paragraph designated
6 "Eighth" of Section 1 of this ordinance.

7 i. A bond or an approved escrow or security agreement in
8 the sum of \$1,800 conditioned upon the strict compliance by said
9 owner with the conditions contained in paragraph designated
10 "Ninth" of Section 1 of this ordinance.

11 The bonds required above shall be subject to approval by the
12 City Attorney. In the event that said owner or its surety shall
13 fail to satisfy the conditions herein set forth within the time
1 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.

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

Introduced by:

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

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Approved as to Form & Legality:

William F. Austin
City Attorney

Staff Review Completed:

Mary A. Johnson
Administrative Assistant

03-08-93 Council Proceedings:

MINNICK Moved to have 2nd & 3rd
Readings on 03-15-93.

Seconded by Lyons and
carried by the following vote:

AYES: Haar, Johnson, Lyons,
Minnick, Seng, Wilson, Young;

NAYS: None.

APPROVED

MAR 19 1993

PASSED

W. F. Austin
MAYOR

MAR 15 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 2ND 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 2ND 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 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 14 and 15, Block 1 to Pine Lake Road.

8. The Subdivider agrees to relinquish the right of direct vehicular access to Pine Lake Road except that periodic access will be permitted for the sole purpose of providing maintenance of the drainage facility located on Outlot "A".

9. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at its 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.

Dated this 11th day of February, 1993.

16328

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ATTEST:

WEST GATE, INC.,
a Nebraska Corporation

Gayle Anthony
Secretary

By: S. Edward Copple
President, S. EDWARD COPPLE

ATTEST:

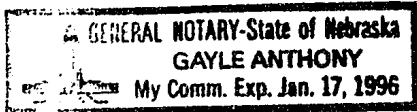
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul W. Mader
City Clerk

MIKE JOHANNIS OK
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of February, 1993, by S. Edward Copple, President of West Gate, Inc., a Nebraska corporation, on behalf of the corporation.



Gayle Anthony
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19TH day of MARCH, 1993, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross
Notary Public

Approved as to Form and Legality:

William F. Hunter
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. 16328, AGREEMENT AND PLAT

(CRIPPLE CREEK SOUTH 2ND ADD.)

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held MARCH 15, 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 30th day of MARCH, 19 93.

Paul A. Malzer

City Clerk

BLOCK
NO
CODE
CROSS
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ENVELOPE
EX

LANCASTER COUNTY, NEB
Paul A. Malzer
City Clerk

Apr 1 10 47 AM '93
INST. NO 93 11873

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Return to City Clerk

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