

37554

93-167

Introduce: 7-26-93

ORDINANCE NO. 16444

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

6 WHEREAS, POE DEVELOPMENT CO., a Nebraska Corporation, owner of a
7 tract of land legally described as:

8 All of Outlot "B" Southern Oaks 3rd Addition and Lot 6,
9 Block 2, of Southern Hills First Addition, to the City
10 of Lincoln, in the West One-Half of Section 18, Township
11 9 North, Range 7 East, of the 6th P.M., Lancaster
12 County, Nebraska, and being more particularly described
13 as follows: Beginning at the Southwest corner of the
14 aforementioned Lot 6, Block 2, of Southern Hills First
15 Addition; thence north 00 degrees 31 minutes 52 seconds
16 east, a distance of 130.24 feet along and with the West
17 Line of said Lot 6; thence north 89 degrees 41 minutes
18 20 seconds west, a distance of 73.05 feet; thence north
19 19 degrees 25 minutes 58 seconds west, a distance of
20 159.32 feet; thence north 37 degrees 03 minutes 55
21 seconds east, a distance of 185.00 feet; thence north 64
22 degrees 03 minutes 55 seconds east a distance of 122.38
23 feet; thence north 87 degrees 02 minutes 21 seconds
24 east, a distance of 166.70 feet; thence south 05 degrees
25 19 minutes 41 seconds east, a distance of 364.64 feet;
26 thence north 89 degrees 27 minutes 11 seconds west, a
27 distance of 212.26 feet; thence south 06 degrees 07
28 minutes 31 seconds west, a distance of 132.06 feet along
29 and with the East Line of the aforementioned Lot 6 of
30 Block 2 to the point of curvature of a Curve to the left
31 having a Central Angle of 05 degrees 48 minutes 34
32 seconds, a Radius of 230.00 feet, and Arc length of
33 23.32 feet, and a Chord bearing north 86 degrees 22 min-
34 utes 37 seconds west 23.31 feet; thence northwesterly
35 along and with the Arc of said Curve, a distance of
36 23.32 feet; thence north 89 degrees 42 minutes 45
37 seconds west, a distance of 47.44 feet to the point of
38 beginning, and containing in all 3.043 acres of land,
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1 has filed said plat in the office of the Planning Department of the City of
2 Lincoln, Nebraska, with a request for approval and acceptance thereof, in the
3 manner and form as by ordinance required; and

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

6 NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of
7 Lincoln, Nebraska:

8 Section 1. That the plat of SOUTHERN OAKS 4TH ADDITION as an
9 addition to the City of Lincoln, Nebraska, filed in the office of the Planning
10 Department of said City by POE DEVELOPMENT CO., as owner is hereby accepted and
11 approved, and said owner has given the right to plat said SOUTHERN OAKS 4TH
12 ADDITION as an addition to said City in accordance therewith. Such acceptance
13 and approval are conditioned upon the following:

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

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

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Third: 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 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.

Fourth: 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 a private wastewater collection 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 owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of drainage facilities as shown on the approved drainage study. The construction shall be completed within two years following City Council approval of this final plat.

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

Seventh: That said owner shall at its own cost and expense pay for all labor, material, and related costs in connection with the installation of a landscape screen as shown on the approved community unit plan. The installation

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

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

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

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

15 The owner, its successors and assigns agree:

16 a. To submit to the Director of Public Works for review and
17 approval a plan showing proposed measures to control sedimentation and erosion
18 and the proposed method to temporarily stabilize all graded land.

19 b. To pay all improvement costs.

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

22 d. To continuously and regularly maintain the street trees and
23 landscape screen.

24 e. To complete the private improvements shown on the preliminary
25 plat and community unit plan.

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

9 g. To perpetually maintain the sidewalks in the pedestrian way
10 easements at its own cost and expense.

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

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

17 b. A bond or an approved escrow or security agreement in the sum
18 of \$8,500 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Second" of Section 1 of this
20 ordinance.

21 c. A bond or an approved escrow or security agreement in the sum
22 of \$9,000 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Third" of Section 1 of this
24 ordinance.

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1 d. A bond or an approved escrow or security agreement in the sum
2 of \$7,000 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Fourth" of Section 1 of this
4 ordinance.

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

9 f. A bond or an approved escrow or security agreement in the sum
10 of \$2,000 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Sixth" of Section 1 of this
12 ordinance.

13 g. A bond or an approved escrow or security agreement in the sum
14 of \$5,200 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Seventh" of Section 1 of this
16 ordinance.

17 h. A bond or an approved escrow or security agreement in the sum
18 of \$2,900 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Eighth" of Section 1 of this
20 ordinance.

21 i. A bond or an approved escrow or security agreement in the sum
22 of \$115 conditioned upon the strict compliance by said owner with the conditions
23 contained in paragraph designated "Ninth" of Section 1 of this ordinance.


24 The bonds required above shall be subject to approval by the City
25 Attorney. In the event that said owner or its surety shall fail to satisfy the

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1 conditions herein set forth within the time specified in this ordinance, the City
2 Council may order the required work to be performed by the City and recover the
3 cost thereof from said owner and its surety.

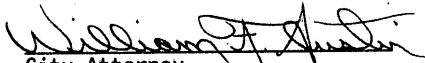
4 Section 4. Immediately upon the taking effect of this ordinance, the
5 City shall cause the final plat and a certified copy of this ordinance together
6 with the written agreement required herein to be filed in the office of the
7 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be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

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

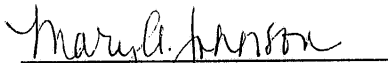
Introduced by:


AYES: Donaldson, Haar, Johnson,
Shoecraft, Wilson, Young;
NAYS: None;
ABSENT: Senq.

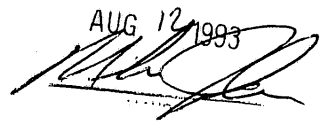
Approved as to Form & Legality:


City Attorney

Staff Review Completed:


Administrative Assistant

APPROVED

AUG 12 1993


PASSED

AUG 09 1993

 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 POE DEVELOPMENT CO., a Nebraska Corporation, 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 SOUTHERN OAKS 4TH 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 SOUTHERN OAKS 4TH 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 and community unit plan.

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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 perpetually maintain the sidewalks in the pedestrian way easements at its own cost and expense.

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

Dated this 15 day of July, 1993

ATTEST:

Secretary

POE DEVELOPMENT CO.,
a Nebraska Corporation

Richard G. Prescott
President

ATTEST:

City Clerk

Paul W. Hager

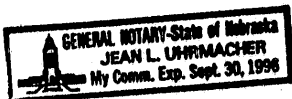
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Al J. [Signature]
Mayor

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STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15 day of July, 1993, by Michael G. Poe, President of Poe Development Co., a Nebraska corporation, on behalf of the corporation.



Jean L. Uhrmacher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12TH day of AUGUST, 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 J. Herlihy
City Attorney

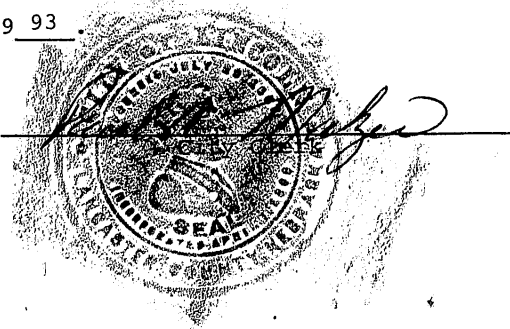
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C E R T I F I C A T E

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. 16444 and AGREEMENT

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held AUGUST 9, 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 19th day of AUGUST, 19 93.



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LANCASTER COUNTY, NEB
Dan Nalte
REGISTER OF DEEDS

Aug 24 11 33 AM '93

INST. NO 93 37554

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Return to City Clerk