

28475

ORDINANCE NO. 12395

01 AN ORDINANCE accepting and approving the plat designated as
02 SEVENOAKS 1ST ADDITION as an addition in the City of Lincoln, Nebraska,
03 filed in the office of the Planning Department of the City of Lincoln,
04 Nebraska, upon certain conditions herein specified and providing for
05 sureties conditioned upon the strict compliance with such conditions.

06 WHEREAS, R. J. S. Partnership, and Robert J. Rentfro and
07 Francis J. Rentfro, husband and wife, and Jerry C. Joyce and Janet C.
08 Joyce, husband and wife, owners of a tract of land legally described
09 as:

10 A part of the Northwest Quarter of Section 18, and also
11 Outlot "A" and Outlot "B" in Sevenoaks, a subdivision
12 located in said Northwest Quarter of Section 18, all in
13 Township 9 North, Range 7 East of the 6th Principal Meridian,
14 Lancaster County, Nebraska, more particularly described as
15 follows:

16 Commencing at the southeast corner of said Northwest Quarter
17 of Section 18; thence south 89 degrees 45 minutes 52 seconds
18 west (assumed bearing), along the south line of said North-
19 west Quarter of Section 18, a distance of 660.00 feet to the
20 point of beginning; thence continuing south 89 degrees 45
21 minutes 52 seconds west, along said south line of the North-
22 west Quarter of Section 18, a distance of 1,962.47 feet to a
23 point on the east right-of-way line of South 27th Street;
24 thence north 00 degrees 40 minutes 39 seconds west, along
25 said east right-of-way line of South 27th Street, a distance
26 of 2,606.34 feet to the point of intersection of said east
27 right-of-way line of South 27th Street and the south right-
28 of-way line of Old Cheney Road, on the following described
29 courses; thence North 89 degrees 59 minutes 58 seconds east,
30 a distance of 1,160.67 feet; thence south 00 degrees 00 minutes
31 02 seconds east, a distance of 17.00 feet; thence North 89
32 degrees 59 minutes 58 seconds East, a distance of 321.74 feet
33 to the northeast corner of said Outlot "A", Sevenoaks; thence
34 along the easterly line of said Outlot "A", Sevenoaks, on the
35 following described courses; thence South 08 degrees 20 minutes
36 10 seconds west, a distance of 329.75 feet; thence south 12
37 degrees 57 minutes 57 seconds east, a distance of 101.32 feet;
38 thence south 24 degrees 13 minutes 12 seconds east, a distance
39 of 298.40 feet to a point on the north right-of-way line of
40 Dickens Street; thence south 75 degrees 46 minutes 48 seconds
41 west, along said north right-of-way line of Dickens Street, a
42 distance of 81.23 feet; thence south 24 degrees 13 minutes 12
43 seconds east, along the west right-of-way line of said Dickens
44 Street, a distance of 60.93 feet to a point on the south right-
45 of-way line of said Dickens Street; thence north 75 degrees
46 46 minutes 48 seconds east, along said south right-of-way line
47 of Dickens Street, a distance of 81.23 feet to a point on the
48 northerly line of said Outlot "B" in Sevenoaks; thence along
49 said northerly line of Outlot "B" in Sevenoaks on the following
50 described courses; thence south 24 degrees 13 minutes 12
51 seconds east, a distance of 302.62 feet; thence southeasterly
52 on a curve to the left with a radius of 305.00 feet, a distance
53 of 294.03 feet; thence south 79 degrees 27 minutes 17 seconds
54 east, a distance of 295.00 feet; thence southeasterly on a curve
55 to the left with a radius of 546.78 feet, a distance of 55.78
56 feet; thence south 85 degrees 17 minutes 58 seconds east, a
57 distance of 347.73 feet to a point on the east line of said

28475

01 Northwest Quarter of Section 18, said point also being the south-
 02 east corner of Lot 16, Block 3, Sevenoaks; thence south 00
 03 degrees 27 minutes 17 seconds east along said east line of the
 04 Northwest Quarter of Section 18, a distance of 257.96 feet; thence
 05 north 85 degrees 46 minutes 47 seconds west, a distance of 301.21
 06 feet; thence south 02 degrees 29 minutes 30 seconds west, a
 07 distance of 482.43 feet; thence south 34 degrees 04 minutes 20
 08 seconds west, a distance of 35.14 feet; thence south 04 degrees
 09 32 minutes 55 seconds west, a distance of 80.00 feet; thence
 10 south 00 degrees 14 minutes 08 seconds east, a distance of
 11 154.95 feet; thence south 89 degrees 45 minutes 52 seconds west,
 12 a distance of 31.29 feet; thence south 00 degrees 14 minutes
 13 08 seconds east, a distance of 125.00 feet to the point of
 14 beginning, containing an area of 64.030 acres, more or less.

15 have filed said plat in the office of the Planning Department of the
 16 City of Lincoln, Nebraska, with a request for approval and acceptance
 17 thereof, in the manner and form as by ordinance required; and

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

21 NOW, THEREFORE, BE IT ORDAINED by the City Council of the
 22 City of Lincoln, Nebraska:

23 Section 1. That the plat of SEVENOAKS 1ST ADDITION, as an
 24 addition in the City of Lincoln, Nebraska, filed in the office of the
 25 Planning Department of said City by R. J. S. PARTNERSHIP, Robert J.
 26 Rentfro and Francis J. Rentfro, husband and wife, and Jerry C. Joyce,
 27 and Janet C. Joyce, husband and wife, as owners, is hereby accepted
 28 and approved, and said owners are hereby given the right to plat
 29 said SEVENOAKS 1ST ADDITION as an addition in said City in accordance
 30 therewith. Such acceptance and approval are conditioned upon the
 31 following:

32 First: That said owners shall at their own cost and expense
 33 pay for all labor, material, engineering, and inspection costs in
 34 connection with the construction of sidewalks to be constructed in
 35 the sidewalk space along both sides of all interior streets within
 36 this subdivision and along the south side of Old Cheney Road and
 37 the east side of South 27th Street adjacent to this subdivision in
 38 the pedestrian way easements, and in Outlot "A" as approved in the
 39 community unit plan. The construction of said sidewalks shall be
 40 completed not later than September 1, 1982.

41 Second: That said owners shall at their own cost and expense
 42 pay for all labor, material, engineering, and inspection costs in
 43

28475

01 connection with the construction of a system of storm sewerage and
02 drainage to serve said plat.

03 The aforesaid system of storm sewerage and drainage shall
04 be designed and constructed in conformance with the official design
05 standards for storm sewers of the City of Lincoln, Nebraska, adopted
06 by Resolution No. A-63122 on September 20, 1976. Construction of
07 said system of storm sewerage and drainage shall be completed not
08 later than September 1, 1980; the remainder of storm sewer/covered
09 by E. O. 21229.

10 Third: That said owners shall at their own cost and expense
11 pay for all labor, material, and related costs in connection with the
12 installation of a landscape screen which shall be installed within
13 two planting seasons following the issuance of occupancy permits to
14 60 percent of the lots in which the screen is located.

15 Fourth: That said owners shall at their own cost and expense
16 pay for all labor, material, engineering, and inspection costs in
17 connection with the removal of temporary turn-arounds at the end
18 of all dead-end streets. This removal shall be completed as each
19 street is extended beyond the limits of the final plat.

20 Fifth: That said owners shall at their own cost and expense
21 pay for all labor, material, engineering, and inspection costs in
22 connection with the placing of permanent monuments at all corners
23 of all lots and blocks of the final plat of SEVENOAKS 1ST ADDITION.
24 The above-required lot staking shall be completed prior to the con-
25 struction or conveyance of any lots shown on the final plat.

26 Sixth: That said owners, prior to the passage of this ordinance,
27 shall enter into a written agreement with the City which shall provide
28 as follows:

29 a. That said owners agree to have this proposed subdivision
30 included within an assessment district, only at the City's option; or
31 the owners shall furnish a bond or an approved escrow or security agree-
32 ment to guarantee construction of the public street improvements,
33 including the grading, paving, and installation of curb and gutter,
34 and the installation of public water mains and fire hydrants; public
35 sanitary sewers and manholes; and ornamental street lights, as approved
36

28475

01 within the preliminary plat and all in accordance with the design
02 standards approved by the City of Lincoln.

03 b. That said owners agree to pay the equivalent cost of local
04 street paving installation in Old Cheney Road and 27th Street where
05 said streets abut this subdivision pursuant to Section 26.11.110 of
06 the Lincoln Municipal Code. There are three alternative methods, as
07 follows, any of which shall be accomplished at such time as the City
08 Council approves and accepts this final plat.

09 (1) Post a bond in the amount of \$120,000.00;

10 (2) Request and the City creates an assessment district (only
11 if the street is within the City limits);

12 (3) Payment now based on current cost of \$120,000.00.

13 c. That said owners agree that the building setback from the
14 pedestrian way easements shall be ten (10) feet.

15 d. That said owners, their successors and assigns to the lot
16 on which a pedestrian way easement is located, agree to maintain the
17 sidewalk in the easement the same as if it were located in the street
18 right-of-way in front of their lot.

19 e. That said owners agree that provisions shall be made to
20 construct a 12-inch water main in South 32nd Street north to Browning
21 Street, then in Browning Street to the east limits of the plat. The
22 standard cost shall be assessed to the benefited property. Any other
23 proposed oversized water mains shall be paid for in full by this
24 development.

25 f. That said owners agree that the proposed 21-inch trunk sanitary
26 sewer shall be constructed in Outlots "A" and "B," with the standard
27 cost assessed to the benefited property.

28 g. That said owners agree to relinquish the right of direct
29 vehicular access to Old Cheney Road and South 27th Street from the lots
30 which abut said streets.

31 h. That said owners agree to develop Outlots "A", "B" and "C" with
32 trees, shrubs, and grasses, and agree to maintain the common open areas
33 designated as outlots, including the trees, shrubs and grasses, the
34 ditch liners, the recreational facilities, private ornamental street
35 lights, the private roadways, parking areas and driveways, and the

28475

01 sidewalks in the pedestrian way easement on a permanent and continuous
02 basis; provided, however, that said owner may be relieved and discharged
03 from such maintenance obligations upon the creation in writing of a
04 permanent and continuing agency of property owners within said plat,
05 which agency shall assume such maintenance obligation. The instrument
06 creating any such permanent and continuing agency shall have no force
07 and effect until the same shall have been approved by the City Attorney
08 and filed of record in the office of the Register of Deeds for Lancaster
09 County, Nebraska.

10 i. That said owners agree to provide for the lining of open drainage
11 ditches.

12 j. That said owners shall prepare and submit to the Director of
13 Public Works a plan showing erosion control on graded land, pursuant
14 to Section 26.27.060 of the Lincoln Municipal Code. The plan shall be
15 reviewed by the Director of Public Works prior to any grading. The plan
16 shall include a seeding and maintenance schedule listing:

- 17 (1) Type of seed to be used and seeding rate;
- 18 (2) Time of seeding;
- 19 (3) Type of mulch to be used if seeding is not feasible;
- 20 (4) Type of fertilizer and application rate;
- 21 (5) Expected maintenance, including frequency of mowing,
22 fertilizing, etc.

23 k. That said owners shall permanently maintain the landscape
24 screens to the satisfaction of the Planning Director.

25 l. That said owners agree that any cut, fill, and compaction of
26 land within, and if applicable, adjacent to the subdivision, shall be
27 accomplished in accordance with the Land Subdivision Ordinance of the
28 Lincoln Municipal Code. To control erosion and sedimentation during
29 and after land preparation, the owners, their successors and assigns,
30 shall provide for disturbing only the areas needed for construction;
31 removing only those trees, shrubs, and grasses that must be removed
32 by construction, installing required sediment basins and diversion dikes
33 before disturbing the land that drains into them; and temporarily
34 stabilizing each segment of graded or otherwise disturbed land by
35 seeding and mulching or by other approved methods. As land preparation
36 is completed, the owners, their successors and assigns, shall perman-

28475

01 ently stabilize each segment with perennial vegetation and structural
02 measures. Diversion dikes and sediment basins shall be leveled after
03 areas that drain into them are stabilized, and permanent vegetation
04 shall be established on those areas. Sediment basins that are to be
05 retained for storm water detention shall be seeded to permanent
06 vegetation no later than nine (9) months after completion of the
07 sediment basins and shall be permanently maintained by the owners, or
08 their successors and assigns.

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

11 a. A bond in the sum of \$170,000.00 conditioned upon the strict
12 compliance by said owners with the conditions contained in paragraph
13 designated "First" of the next preceding section of this ordinance;

14 b. A bond in the sum of \$27,000.00 conditioned upon the strict
15 compliance by said owners with the conditions contained in paragraph
16 designated "Second" of the next preceding section of this ordinance.

17 c. A bond in the sum of \$17,000.00 conditioned upon the strict
18 compliance by said owners with the conditions contained in paragraph
19 designated "Third" of the next preceding section of this ordinance.

20 d. A bond in the sum of \$900.00 conditioned upon the strict
21 compliance by said owners with the conditions contained in paragraph
22 designated "Fourth" of the next preceding section of this ordinance.

23 e. A bond in the sum of \$13,000.00 conditioned upon the strict
24 compliance by said owners with the conditions contained in paragraph
25 designated "Fifth" of the next preceding section of this ordinance.

26 The bonds required above shall be subject to approval by the
27 City Attorney. In the event that said owners or their surety shall
28 fail to satisfy the conditions herein set forth within the time specified
29 in this ordinance, the City Council may order the required work to be
30 performed by the City and recover the cost thereof from said owners and
31 their surety.

32 Section 3. Immediately upon the taking effect of this ordinance,
33 the City shall cause the final plat and a certified copy of this ordinance
34 together with the written agreement required herein to be filed in the
35 office of the Register of Deeds of Lancaster County, Nebraska. Filing fees
36

01 shall be paid by said owners.

02 Section 4. That this ordinance shall take effect and be in force

03 from and after its passage and publication according to law.

Introduced by:

L. Scher

Approved as to Form and Legality:

AYES: Cook, Hampton, Robinson,
Scherer, Sikyta;

NAYS: None; ABSENT: Baker, Jeambey

William F. Quisenberry
City Attorney

Staff Review Completed:

[Signature]
Administrative Director

PASSED

OCT 9 1978

BY CITY COUNCIL

OCT 11 1978
[Signature]
MAYOR

28475
A G R E E M E N T

THIS AGREEMENT is made and entered into by and between R. J. S. PARTNERSHIP, and ROBERT J. RENTFRO and FRANCES J. RENTFRO, husband and wife, and JERRY C. JOYCE and JANET C. JOYCE, husband and wife, 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 SEVENOAKS 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 SEVENOAKS 1ST ADDITION, it is agreed by and between Subdivider and City as follows:

a. Subdivider agrees to have this proposed subdivision included within an assessment district, only at the City's option; or Subdivider shall furnish a bond or an approved escrow or security agreement to guarantee construction of the public street improvements, including the grading, paving, and installation of curb and gutter, and the installation of public water mains and fire hydrants; public sanitary sewers and manholes; and ornamental street lights, as approved within the preliminary plat and all in accordance with the design standards approved by the City of Lincoln.

b. Subdivider agrees to pay the equivalent cost of local street paving installation in Old Cheney Road and 27th Street where said streets abut this subdivision pursuant to Section 26.11.110 of the Lincoln Municipal Code. There are three alternative methods, as follows, any of which shall be accomplished at such time as the City Council approves and accepts the final plat:

- (1) Post a bond in the amount of \$120,000.00;
- (2) Request and the City creates an assessment district (only if the street is within the City limits);
- (3) Payment now based on current cost of \$120,000.00.

c. Subdivider agrees that the building setback from the pedestrian way easements shall be ten (10) feet.

d. Subdivider, their successors and assigns to the lot on which a pedestrian way easement is located, agrees to maintain the sidewalk in the easement the same as if it were located in the street right-of-way in front of their lot.

e. Subdivider agrees that provisions shall be made to construct a 12-inch water main in South 32nd Street north to Browning Street, then in Browning Street to the east limits of the plat. The standard cost shall be assessed to the benefited property. Any other proposed oversized water mains shall be paid for in full by this development.

f. Subdivider agrees that the proposed 21-inch trunk sanitary sewer shall be constructed in Outlots "A" and "B," with the standard cost assessed to the benefited property.

g. Subdivider agrees to relinquish the right of direct vehicular access to Old Cheney Road and South 27th Street from the lots which abut said streets.

h. Subdivider agrees to develop Outlots "A", "B" and "C" with trees, shrubs, and grasses, and agree to maintain the common open areas

28475

designated as outlots, including the trees, shrubs and grasses, the ditch liners, the recreational facilities, private ornamental street lights, the private roadways, parking areas and driveways, and the sidewalks in the pedestrian way easement on a permanent and continuous basis; provided, however, that Subdivider may be relieved and discharged from such maintenance obligations upon the creation in writing of a permanent and continuing agency of property owners within said plat, which agency shall assume such maintenance obligation. The instrument creating any such permanent and continuing agency shall have no force and effect until the same shall have been approved by the City Attorney and filed of record in the office of the Register of Deeds for Lancaster County, Nebraska.

i. Subdivider agrees to provide for the lining of open drainage ditches.

j. Subdivider agrees to prepare and submit to the Director of Public Works a plan showing erosion control on graded land, pursuant to Section 26.27.060 of the Lincoln Municipal Code. The plan shall be reviewed by the Director of Public Works prior to any grading. The plan shall include a seeding and maintenance schedule listing:

- (1) Type of seed to be used and seeding rate;
- (2) Time of seeding;
- (3) Type of mulch to be used if seeding is not feasible;
- (4) Type of fertilizer and application rate;
- (5) Expected maintenance, including frequency of mowing, fertilizing, etc.

k. Subdivider agrees to permanently maintain the landscape screens to the satisfaction of the Planning Director.

l. Subdivider agrees that any cut, fill, and compaction of land within, and if applicable, adjacent to the subdivision, shall be accomplished in accordance with the Land Subdivision Ordinance of the Lincoln Municipal Code. To control erosion and sedimentation during and after land preparation, Subdivider, their successors and assigns, agrees to provide for disturbing only the areas needed for construction removing only those trees, shrubs, and grasses that must be removed by construction, installing required sediment basins and diversion dikes before disturbing the land that drains into them; and temporarily stabilizing each segment of graded or otherwise disturbed land by seeding and mulching or by other approved methods. As land preparation is completed, Subdivider, their successors and assigns, agrees to permanently stabilize each segment with perennial vegetation and structural measures. Diversion dikes and sediment basins shall be leveled after areas that drain into them are stabilized, and permanent vegetation shall be established on those areas. Sediment basins that are to be retained for storm water detention shall be seeded to permanent vegetation no later than nine (9) months after completion of the sediment basins and shall be permanently maintained by Subdivider, or their successors and assigns.

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

Dated this 21st day of September, 1978.

Robert J. Rentfro
Robert J. Rentfro - Individually

Frances J. Rentfro
Frances J. Rentfro

Jerry C. Joyce
Jerry C. Joyce - Individually

Janet C. Joyce
Janet C. Joyce

R.J.S., A GENERAL PARTNERSHIP

BY: Robert J. Rentfro
Robert J. Rentfro - Partner

Jerry C. Joyce
Jerry C. Joyce - Partner

STATE SECURITY SAVINGS CO., A Corporation
Partner

By: Southgate
Its Secretary

ATTEST: 28475

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

M. E. Spear
City Clerk

Helen G. Boosalis
Mayor

STATE OF NEBRASKA)
LANCASTER COUNTY) SS:

On Sept 20, 1978, before me, the undersigned, a Notary Public, personally came Robert J. Rentfro and Jerry C. Joyce, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed as partners of R.J.S., a general partnership, and the voluntary act and deed of said partnership.

Witness my hand and notarial seal the day and year last above written

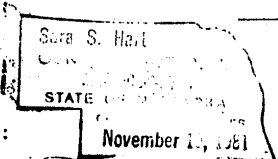


[Signature]
Notary Public

STATE OF NEBRASKA)
LANCASTER COUNTY) SS:

On this 22 day of Sept, 1978, before me, the undersigned, a Notary Public, personally came KEN HACE of State Security Savings Co., a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation as a partner of R.J.S., a general partnership.

Witness my hand and notarial seal the day and year last above written

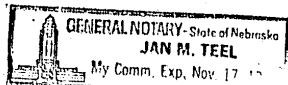


Sara S. Hart
Notary Public

STATE OF NEBRASKA)
LANCASTER COUNTY) SS:

On Sept 20, 1978, before me, the undersigned, a Notary Public, personally came Robert J. Rentfro and Frances J. Rentfro, husband and wife, and Jerry C. Joyce and Janet C. Joyce, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written



[Signature]
Notary Public

STATE OF NEBRASKA)
LANCASTER COUNTY) SS:

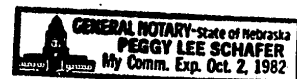
On October 9, 1978, before me, the undersigned, a Notary Public, personally came Helen G. Boosalis, to me known to be the Mayor of the City of Lincoln, Nebraska, a municipal corporation and the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed and the voluntary act and deed of said City.

Witness my hand and notarial seal the day and year last above written

Peggy Lee Schaffer
Notary Public

My Commission Expires: 10/2/82

Approved as to Form and Legality:



[Signature]
City Attorney

CERTIFICATE

STATE OF NEBRASKA :
COUNTY OF LANCASTER :
CITY OF LINCOLN :

I, Paul A. Malzer, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of ORDINANCE NO 12395 , Agreement, and Plat

as passed and approved by the City Council of the City of Lincoln, Nebraska at the meeting held October 9, 1978 as the original appears of record in my said office, and is now in my charge remaining as Deputy City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 25th day of October, 19 78.

INDEXED 7-593
MICRO-FILED 37-35
GENERAL msc

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1978 OCT 25 PM 1:56

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 78- 28475

3350

Paul A. Malzer
Deputy City Clerk
CITY OF LINCOLN, NEBRASKA

*Revised - City of Lincoln
2465 S 84 - 10*