

ORDINANCE NO. 15147

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

06 WHEREAS, Ridge Development Limited Partnership, a Nebraska limited
 07 partnership; Vivian W. Kiechel and Frederic Kiechel III, husband and wife;
 08 Suzanne Young-Miller and Bruce Alan Miller, husband and wife; and Nelsine H.
 09 Davenport, Trustee, owners of a tract of land legally described as:

10 A portion of Lots 31 and 32 I.T., located in the Southeast
 11 Quarter of Section 13, Township 9 North, Range 6 East of
 12 the 6th P.M., Lancaster County, Nebraska, and more partic-
 13 ularly described as follows:

14 AREA A:

15 Commencing from the northeast corner of said Southeast
 16 Quarter, said point also being the true point of begin-
 17 ning; thence on an assumed bearing of south 00 degrees 00
 18 minutes 00 seconds east along the east line of said
 19 Southeast Quarter, a distance of 1207.14 feet; thence
 20 north 90 degrees 00 minutes 00 seconds west, a distance of
 21 275.00 feet to a point of curvature; thence on a curve to
 22 the right whose radius is 357.76 feet, a central angle of
 23 44 degrees 30 minutes 00 seconds, and an arc distance of
 24 277.86 feet; thence north 45 degrees 30 minutes 00 seconds
 25 west, a distance of 208.51 feet to a point of curvature;
 26 thence on a curve to the left whose initial tangent bears
 27 north 54 degrees 30 minutes 55 seconds east, whose radius
 28 is 230.00 feet, a central angle of 23 degrees 40 minutes
 29 34 seconds, and an arc distance of 95.04 feet; thence
 30 north 59 degrees 09 minutes 39 seconds west, a distance of
 31 187.58 feet; thence north 42 degrees 10 minutes 17 seconds
 32 east, a distance of 60.00 feet; thence north 16 degrees 30
 33 minutes 00 seconds west, a distance of 360.37 feet; thence
 34 south 81 degrees 06 minutes 00 seconds west, a distance of
 35 231.43 feet; thence south 24 degrees 11 minutes 52 seconds
 36 west, a distance of 488.60 feet; thence north 62 degrees
 37 38 minutes 32 seconds west, a distance of 156.32 feet to a
 38 point of curvature; thence on a curve to the right whose
 39 initial tangent bears south 27 degrees 21 minutes 29
 40 seconds west, whose radius is 714.05 feet, a central angle
 41 of 5 degrees 23 minutes 45 seconds, and an arc distance of
 42 67.24 feet; thence north 57 degrees 14 minutes 47 seconds
 43 west, a distance of 249.14 feet; thence north 42 degrees
 44 20 minutes 38 seconds east, a distance of 112.07 feet;
 45 thence north 24 degrees 11 minutes 52 seconds east, a
 46 distance of 428.61 feet; thence north 11 degrees 03
 47 minutes 24 seconds east, a distance of 135.21 feet; thence
 48 north 0 degrees 32 minutes 27 seconds east, a distance of
 49 142.00 feet to the southwest corner of Lot 3, Block 5 of
 50 Chez Ami Knolls Second Addition; thence south 89 degrees
 51 27 minutes 33 seconds east along the south line of Lots 3
 52 - 1 of said second addition, and the south line of Lots 6,
 53 5, 3, 2, and 1, Block 8 of Chez Ami Knolls Third Addition,
 54 a distance of 1366.70 feet to the point of beginning.
 55 Said tract contains a calculated area of 29.81 acres more
 56 or less.

01 AREA B

02 Commencing from the center of Section 13, Township 9
03 North, Range 6 East of the 6th P.M., Lancaster County,
04 Nebraska, said point also being the southwest corner of
05 Lot 5, Chez Ami Knolls Fourth Addition and the point of
06 beginning; thence south 89 degrees 27 minutes 33 seconds
07 east along the south line of said Lot 4, a distance of
08 220.00 feet to the southeast corner of said Lot 4; thence
09 south 0 degrees 01 minutes 54 seconds east, a distance of
10 120.00 feet; thence north 89 degrees 27 minutes 33 seconds
11 west, a distance of 220.00 feet to a point on the west
12 line of the Southeast Quarter of said Section 13; thence
13 north 0 degrees 01 minutes 54 seconds west along the west
14 line of said Southeast Quarter, a distance of 120.00 feet
15 to the point of beginning. Said tract contains a calcu-
16 lated area of 0.61 acres more or less.

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

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

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

24 Section 1. That the plat of THE RIDGE as an addition to the City
25 of Lincoln, Nebraska, filed in the office of the Planning Department of said
26 City by Ridge Development Limited Partnership, a Nebraska limited partnership;
27 Vivian W. Kiechel and Frederic Kiechel III, husband and wife; Suzanne Young-
28 Miller and Bruce Alan Miller, husband and wife; and Nelsine H. Davenport,
29 Trustee, as owners are hereby accepted and approved, and said owners are given
30 the right to plat said THE RIDGE as an addition to said City in accordance
31 therewith. Such acceptance and approval are conditioned upon the following:

32 First: That said owners shall at their own cost and expense pay
33 for all labor, material, engineering, and inspection costs in connection with
34 the construction of street improvements, including the grading, paving, and
35 installation of curb and gutter, curb inlets, and storm drain laterals as
36 shown on the approved final plat. The construction shall be completed within
37 two years following City Council approval of this final plat.

38 Second: That said owners shall at their own cost and expense pay
39 for all labor, material, engineering, and inspection costs in connection with
40 the construction of sidewalks as shown on the approved preliminary plat and
41 for sidewalks along South 27th Street adjacent to this plat. The construction
42 shall be completed within four years following City Council approval of this
43 final plat.

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

06 Fourth: That said owners shall at their own cost and expense pay
07 for all labor, material, engineering, and inspection costs in connection with
08 the construction of drainage facilities as shown on the approved drainage
09 study. The construction shall be completed within two years following City
10 Council approval of this final plat.

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

16 Sixth: That said owners shall at their own cost and expense pay
17 for all labor, material, and related costs in connection with the installation
18 of street trees as shown on the approved Street Tree and Landscape Plan. The
19 planting shall be completed within four years following City Council approval
20 of this final plat.

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

26 Eighth: That said owners shall at their own cost and expense pay
27 for all labor, material, engineering, and inspection costs in connection with
28 the placing of permanent lot stakes at all corners of all lots and blocks of
29 this final plat. The permanent lot staking shall be completed before con-
30 struction on or conveyance of any lot shown in this final plat.

31 Ninth: That said owners shall at their own cost and expense pay
32 for all labor, material, engineering, and inspection costs in connection with
33 the construction of the two required barricades at the west end of Ridge Road
34 and the intersection of Ridge Road and Laredo Drive. The construction shall
35 be completed within two years following City Council approval of this final
36 plat.

01 Tenth: That said owners shall at their own cost and expense pay
02 for all labor, material, engineering, and inspection costs in connection with
03 the removal of the temporary turnaround at the west end of Ridge Road. The
04 temporary turnaround shall be removed at the time the street is extended
05 beyond the temporary turnaround.

06 Section 2. That prior to the passage of this ordinance, said
07 owners shall enter into a written agreement with the City which shall provide
08 as follows:

09 The owner, its successors and assigns agree:

10 a. To submit to the Director of Public Works an erosion control
11 plan.

12 b. To complete the private improvements shown on the preliminary
13 plat and the community unit plan.

14 c. To maintain the private improvements on a permanent and contin-
15 (See insertion on Attachment "A")
16 uous basis; However, the owners may be relieved and discharged of this
17 maintenance obligation upon creating in writing a permanent and continuous
18 association of property owners who would be responsible for said permanent and
19 continuous maintenance. The owners shall not be relieved of such maintenance
20 obligation until the document or documents creating said property owners
21 association have been reviewed and approved by the City Attorney and filed of
22 record with the Register of Deeds.

23 d. To protect the remaining trees on the site during construction
24 and development.

25 e. To pay all improvement costs, except that the City will subsi-
26 dize the 12-inch water main within this plat in such an amount as the cost of
27 said main exceeds the equivalent cost of a 6-inch water main, pursuant to §
28 26.11.097 of the Lincoln Municipal Code.

29 f. To maintain the sidewalk in the pedestrian way easement as
30 shown on this final plat.

31 g. To relinquish direct vehicular access to 27th Street except as
32 shown on the Preliminary Plat.

33 h. To submit to lot buyers and home builders a copy of the soils
34 analysis submitted with the Preliminary Plat.

35 i. To complete the permanent lot and block staking before con-
struction on or conveyance of any lot shown on this final plat.

Amended 4/10/89

01 j. To be subject to an assessment for a portion of the cost of the
02 paving of South 27th Street adjacent to this plat and to waive any objection
03 thereto.

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

06 a. A bond or an approved escrow or security agreement in the sum
07 of \$180,000 conditioned upon the strict compliance by said owners with the
08 conditions contained in paragraph designated "First" of Section 1 of this
09 ordinance.

10 b. A bond or an approved escrow or security agreement in the sum
11 of \$43,000 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Second" of Section 1 of this
13 ordinance.

14 c. A bond or an approved escrow or security agreement in the sum
15 of \$72,000 conditioned upon the strict compliance by said owners with the
16 conditions contained in paragraph designated "Third" of Section 1 of this
17 ordinance.

18 e. A bond or an approved escrow or security agreement in the sum
19 of \$38,000 conditioned upon the strict compliance by said owners with the
20 conditions contained in paragraph designated "Fourth" of Section 1 of this
21 ordinance.

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

26 g. A bond or an approved escrow or security agreement in the sum
27 of \$8,500 conditioned upon the strict compliance by said owners with the
28 conditions contained in paragraph designated "Sixth" of Section 1 of this
29 ordinance.

30 h. A bond or an approved escrow or security agreement in the sum
31 of \$170 conditioned upon the strict compliance by said owners with the condi-
32 tions contained in paragraph designated "Seventh" of Section 1 of this ordi-
33 nance.

34 i. A bond or an approved escrow or security agreement in the sum
35 of \$1,000 conditioned upon the strict compliance by said owners with the
36 conditions contained in paragraph designated "Eighth" of Section 1 of this
37 ordinance.

j. A bond or an approved escrow or security agreement in the sum of \$700 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Ninth" of Section 1 of this ordinance.

k. A bond or an approved escrow or security agreement in the sum of \$300 conditioned upon the strict compliance by said owners with the conditions contained in paragraph designated "Tenth" of Section 1 of this ordinance.

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

(See Attachment "A" for new Section 4.)
Section 4. 5. Immediately upon the taking effect of this ordinance,

the City shall cause the final plat and a certified copy of this ordinance together with the written agreement required herein to be filed in the office of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owners.

Section 5. 6. That this ordinance shall take effect and be in force from and after its passage and publication according to law.

Introduced by:

Lynda Wilson

Approved as to Form & Legality:

William F. Austin
City Attorney

AYES: Danley, Gutgsell, Hampton,
Hempel, Minnick, Seng, Wilson;
NAYS: None.

Staff Review Completed:

[Signature]
Administrative Assistant

PASSED

APR 10 1989

BY CITY COUNCIL

APPROVED

APR 13, 1989

Bill Harris
MAYOR

89-67

A T T A C H M E N T " A "

Insertion on Page 4, Line 15 after the word "basis":

and, in consideration of the granting of a modification to permit street trees to be located in the public right-of-way, to maintain, and when necessary to remove or replace, the street trees located within the public right-of-way within this final plat; and to maintain the medians in Ridge Boulevard.

Insertion after Line 13, on Page 6 (new Section 4):

Section 4. (a) The requirement that street trees be located on private property pursuant to Sec. 26.27.090 of the Lincoln Municipal Code is hereby modified to permit the owner to plant street trees within the public right-of-way within the limits of this final plat pursuant to a revised landscape plan to be approved by the Planning Director.

(b) A waiver of the Public Street Design Standards is hereby granted to permit alternate materials to be used in Ridge Boulevard, subject to a satisfactory agreement between the owner and the Director of Public Works.

(c) A modification is hereby granted to permit the owner to change the name of Laredo Drive to Ridge Boulevard on final plat.

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between Ridge Development Limited Partnership, a Nebraska limited partnership, and Nelsine H. Davenport, Trustee, 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 THE RIDGE; 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 THE RIDGE, 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 complete the private improvements shown on the preliminary plat and the community unit plan.
3. The Subdivider agrees to maintain the 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.
4. The Subdivider agrees to protect the remaining trees on the site during construction and development.
5. The Subdivider agrees to pay all improvement costs, except the City will subsidize the 12-inch water main within this plat in such an amount as the cost of said main exceeds the equivalent cost of a 6-inch water main, pursuant to § 26.11.097 of the Lincoln Municipal Code.
6. The Subdivider agrees to maintain the sidewalk in the pedestrian way easement as shown on this final plat.

7. The Subdivider agrees to relinquish direct vehicular access to 27th Street except as shown on the Preliminary Plat.

8. The Subdivider agrees to submit to lot buyers and home builders a copy of the soils analysis submitted with the Preliminary Plat.

9. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

10. The Subdivider agrees to an assessment for a portion of the cost of the paving of South 27th Street adjacent to this plat.

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

Dated this ____ day of _____, 1989.

ATTEST:

RIDGE DEVELOPMENT LIMITED PARTNERSHIP,
a Nebraska limited partnership

Wendy
Secretary Witness

Thomas E. White
President General Partner

Witness

Nelsine H. Davenport, Trustee
Nelsine H. Davenport, Trustee

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul A. Meyer
City Clerk

Bill Harris
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

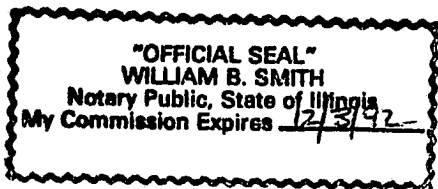
The foregoing instrument was acknowledged before me this 7th day of March, 1989, by Thomas E. White - General Partner, of Ridge Development Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.



Shirley J. Dell
Notary Public

STATE OF ~~NEBRASKA~~ ILLINOIS)
) ss.
COUNTY OF ~~LANCASTER~~ DEWITT)

The foregoing instrument was acknowledged before me this 10th day of MARCH, 1989, by Nelsine H. Davenport, Trustee.

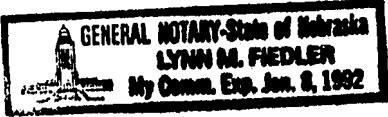


William B. Smith
Notary Public

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STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12TH day of APRIL, 1989, by Bill Harris, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Lynn M. Fiedler
Notary Public

Approved as to Form and Legality:

William J. Stuber
City Attorney

Ord. 15147
E.O. 36265

AGREEMENT

This Agreement is made and entered into by and between Ridge Development, Ltd., a Nebraska Limited Partnership (the "Developer"), and the City of Lincoln, Nebraska (the "City"), all as of this 13th day of April, 1989.

WHEREAS, Developer is in the process of submitting to the City for final plat a tract of land to be know as The Ridge (hereinafter the "Development"), and;

WHEREAS, in connection with the construction of the Development, Developer desires to pave a portion of a street now known as Laredo Drive with paving bricks, as opposed to concrete, in order to enhance and beautify the main entrance to the Development, and;

WHEREAS, the City is opposed to the use of paving brick for streets, due to concerns of maintenance and repair, and;

WHEREAS, the parties desire to reach an amicable settlement concerning this matter and to provide for a method and manner of insuring the maintenance of any brick utilized in connection with the paving of Laredo Drive pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows, to-wit:

1. The City hereby consents and agrees that a 40 foot wide strip of Laredo Drive, beginning from the western boundary of South 27th Street, to a point 40 feet west of the intersection of the west line of South 27th Street and Laredo Drive, may be paved by Developer with paving brick, as opposed to concrete.

2. In consideration of the above and foregoing consent as set forth in paragraph 1, Developer agrees to maintain and repair, at Developer's sole cost and expense, all paving brick utilized by Developer in the area defined in paragraph 1 above.

3. In order to secure the obligations imposed upon Developer under paragraph 2 above, Developer does hereby deposit with the City a \$2,000.00 Certificate of Deposit, which shall be held by the City pursuant to the terms and provisions of this Agreement. Said Certificate of Deposit shall be made payable to the "City or the Developer". In the event that Developer fails

12

to maintain and repair the paving brick permitted by the City under paragraph 1 above, in accordance with paragraph 2 above, the City, at its option may utilize the funds deposited herewith by Developer to remove the paving brick permitted under paragraph 1 above, and replace the same with concrete paving which shall be installed in accordance with the City's then specifications.

4. The parties hereto do hereby acknowledge that Laredo Drive, as referred to herein, may be redesignated as "Ridge Boulevard" in which case, the terms and provisions of this Agreement shall apply to Ridge Boulevard, as shown on the final plat of The Ridge Addition as filed with the Register of Deeds of Lancaster County, Nebraska.

5. The funds deposited herewith by Developer shall be released by the City to Developer fifteen (15) years following the date of this Agreement, if at such time Developer then is in full and complete compliance with the terms and provisions of paragraph 2 above, and if the paving brick utilized in Laredo Drive as permitted under paragraph 1 above is not then in need of any repair or maintenance.

Dated this 13 day of April, 1989.

Ridge Development, Ltd., a
Nebraska Limited Partnership

By: Thomas E. White
Thomas E. White,
General Partner

City of Lincoln, Nebraska,
Nebraska Municipality

By: Bill Harris
Bill Harris, Mayor of the
City of Lincoln, Nebraska

pg:mmD

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. 15147 approving the plat of
The Ridge and the Agreement in connection with same
as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held April 10, 1989 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 25th day of April, 1989.

Paul A. Malzer

City Clerk

BLOCK
CODE
IS
CHECKED
WAS
ENTERED
WAS
EDITED

Dan Gallo
1989 APR 25 AM 10:41

50
#65

INST. NO. 89 10407

Return to City Clerk
PRD