

55531

92-258

Introduce: 11-16-92

ORDINANCE NO. 16269

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

6 WHEREAS, R.J.L. Development South Ltd., owner of a tract of land
7 legally described as:

8 A subdivision of Outlot "A" of Williamsburg Village 7th
9 Addition, located in the Southeast Quarter of Section 18,
10 Township 9 North, Range 7 East of the 6th P.M., Lancaster
11 County, Nebraska, described as follows:
12 Commencing at the southwest corner of said Southeast
13 Quarter, and extending thence north 0 degrees 14 minutes
14 35 seconds west on the west line of said Southeast Quar-
15 ter, 50.0 feet to the point of beginning; thence continu-
16 ing north 0 degrees 14 minutes 35 seconds west on said
17 west line, 2591.02 feet; thence north 89 degrees 59
18 minutes 53 seconds east, 790.00 feet; thence south 0
19 degrees 14 minutes 36 seconds east, 257.88 feet to the
20 point of curvature of a circular curve to the left having
21 a central angle of 23 degrees 22 minutes 40 seconds and a
22 radius of 284.87 feet, and whose chord bears south 11
23 degrees 55 minutes 55 seconds east; thence on the arc of
24 said circular curve, 116.23 feet; thence south 69 degrees
25 18 minutes 15 seconds east, 237.31 feet; thence south 87
26 degrees 23 minutes 59 seconds east, 548.90 feet; thence
27 south 45 degrees 26 minutes 59 seconds west, 178.46 feet;
28 thence north 62 degrees 10 minutes 02 seconds west, 66.87
29 feet; thence north 71 degrees 16 minutes 17 seconds west,
30 120.63 feet; thence north 80 degrees 22 minutes 32 seconds
31 west, 120.63 feet; thence north 87 degrees 53 minutes 09
32 seconds west, 108.77 feet; thence south 80 degrees 16
33 minutes 14 seconds west, 163.47 feet; thence south 53
34 degrees 29 minutes 09 seconds west, 171.32 feet; thence
35 south 27 degrees 48 minutes 08 seconds west, 148.70 feet;
36 thence south 5 degrees 41 minutes 00 seconds west, 77.77
37 feet; thence south 86 degrees 34 minutes 56 seconds east,
38 124.59 feet to a point on a circular curve to the right
39 having a central angle of 9 degrees 26 minutes 25 seconds,
40 a radius of 230.00 feet and whose chord bears north 8
41 degrees 08 minutes 16 seconds east; thence on the arc of
42 said circular curve, 37.90 feet; thence south 77 degrees

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1 08 minutes 31 seconds east, 60.00 feet; thence south 85
2 degrees 32 minutes 20 seconds east, 113.55 feet; thence
3 north 89 degrees 26 minutes 51 seconds east, 166.13 feet;
4 thence south 70 degrees 38 minutes 06 seconds east, 230.17
5 feet; thence south 40 degrees 57 minutes 05 seconds east,
6 218.34 feet; thence south 33 degrees 51 minutes 42 seconds
7 east, 83.95 feet; thence south 47 degrees 04 minutes 17
8 seconds west, 197.40 feet; thence south 4 degrees 23
9 minutes 46 seconds west, 122.34 feet; thence south 9
10 degrees 47 minutes 56 seconds east, 112.95 feet; thence
11 south 79 degrees 41 minutes 15 seconds east, 125.00 feet;
12 thence south 89 degrees 24 minutes 26 seconds east; 91.19
13 feet; thence north 78 degrees 07 minutes 03 seconds east,
14 135.00 feet to a point on a circular curve to the left
15 having a central angle of 1 degrees 25 minutes 57 seconds,
16 a radius of 630.00 feet, and whose chord bears south 12
17 degrees 35 minutes 55 seconds east; thence on the arc of
18 said circular curve, 15.75 feet; thence north 76 degrees
19 41 minutes 06 seconds east, 60.00 feet to a point on a
20 circular curve to the right having a central angle of 2
21 degrees 09 minutes 41 seconds, a radius of 570.00 feet,
22 and whose chord bears north 12 degrees 14 minutes 04
23 seconds west; thence on the arc of said circular curve,
24 21.50 feet; thence north 78 degrees 50 minutes 46 seconds
25 east, 130.00 feet; thence north 7 degrees 27 minutes 27
26 seconds west, 89.54 feet; thence north 6 degrees 33
27 minutes 00 seconds west, 90.00 feet; thence north 9
28 degrees 17 minutes 00 seconds west, 65.37 feet; thence
29 north 82 degrees 05 minutes 16 seconds east, 50.55 feet;
30 thence south 7 degrees 54 minutes 56 seconds east, 256.65
31 feet; thence south 25 degrees 06 minutes 27 seconds east,
32 149.25 feet; thence south 26 degrees 50 minutes 13 seconds
33 east, 566.76 feet; thence north 89 degrees 42 minutes 04
34 seconds east, 292.71 feet to the west line of South 40th
35 Street; thence south 0 degrees 17 minutes 41 seconds east,
36 35.05 feet; thence south 0 degrees 45 minutes 07 seconds
37 west, 442.89 feet to a point on the north line of Pine
38 Lake Road; thence north 90 degrees 00 minutes 00 seconds
39 west on said north line, 2600.47 feet to the point of
40 beginning, containing 97.17 acres,

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

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

46 NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of
47 Lincoln, Nebraska:

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1 Section 1. That the plat of **GETTYSBURG ADDITION** as an addition
2 to the City of Lincoln, Nebraska, filed in the office of the Planning Depart-
3 ment of said City by **R.J.L. Development South Ltd.** as owner is hereby accepted
4 and approved, and said owner is given the right to plat said **GETTYSBURG**
5 **ADDITION** as an addition to said City in accordance therewith. "Such acceptance
6 and approval are conditioned upon the following:

7 First: That said owner shall at its own cost and expense pay for
8 all labor, material, engineering, and inspection costs in connection with the
9 construction of street improvements, including the grading, paving, and
10 installation of curb and gutter, curb inlets, and storm drain laterals for all
11 streets as shown on the approved final plat. The construction shall be
12 completed within two years following City Council approval of this final plat.

13 Second: That said owner shall at its own cost and expense pay for
14 all labor, material, engineering, and inspection costs in connection with the
15 construction of sidewalks as shown on all interior streets and along Pine Lake
16 Road abutting the residential lots and Outlot A, and along South 40th Street
17 abutting Outlot A, as required with the approved preliminary plat. The
18 construction shall be completed within four years following City Council
19 approval of this final plat.

20 Third: 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 in pedestrian way easements as shown on the final
23 plat. The construction shall be completed at the same time that South 34th
24 Street within this final plat is paved.

25 Fourth: That said owner shall at its own cost and expense pay for
26 all labor, material, engineering, and inspection costs in connection with the

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1 construction of a public water distribution system as shown on the approved
2 preliminary plat. The construction shall be completed within two years
3 following City Council approval of this final plat.

4 Fifth: That said owner shall at its own cost and expense pay for
5 all labor, material, engineering, and inspection costs in connection with the
6 construction of a public wastewater collection system as shown on the approved
7 preliminary plat. The construction shall be completed within two years
8 following City Council approval of this final plat.

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

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

20 Eighth: That said owner shall at its own cost and expense pay for
21 all labor, material, and related costs in connection with the installation of
22 a landscape screen as shown on the approved Planned Unit Development. The
23 installation shall be completed within one year following 60% occupancy of the
24 total number of lots within this final plat.

25 Ninth: That said owner shall at its own cost and expense pay for
26 all labor, material, and related costs in connection with the installation of

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1 street trees as shown on the approved Planned Unit Development. The planting
2 shall be completed within four years following City Council approval of this
3 final plat.

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

9 Eleventh: That said owner shall at its own cost and expense pay for
10 all labor, material, engineering, and inspection costs in connection with the
11 placing of permanent lot stakes at all corners of all lots and blocks of this
12 final plat. The permanent lot staking shall be completed before construction
13 on or conveyance of any lot shown in this final plat.

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

17 The owner, its successors and assigns agree:

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

21 b. To protect the remaining trees on the site during construction
22 and development.

23 c. To pay all improvement costs except that the City specifically
24 agrees to contribute the following amounts for oversize mains pursuant to
25 § 26.11.095 and § 26.11.097 of the Lincoln Municipal Code:

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1 (i) In the amount of \$9,995.00 for the proposed 12-inch water main
2 required to serve this plat; and

3 (ii) In the amount of \$9,995.00 for the 12- and 15-inch sanitary
4 sewers required to serve this plat.

5 The City's agreement to make such contributions shall lapse if the construc-
6 tion of these improvements are not completed by the subdivider within 2 years
7 after the date of acceptance of this final plat.

8 d. To submit to the lot buyers and home builders a copy of the
9 soil analysis.

10 e. To continuously and regularly maintain the street trees and
11 landscape screen.

12 f. To complete the private improvements shown on the preliminary
13 plat and planned unit development of Williamsburg Village.

14 g. To maintain the outlots and private improvements, including the
15 center island in Gettysburg Court, on a permanent and continuous basis.

16 However, the owner may be relieved and discharged of this maintenance obliga-
17 tion upon creating in writing a permanent and continuous association of
18 property owners who would be responsible for said permanent and continuous
19 maintenance. The owner shall not be relieved of such maintenance obligation
20 until the document or documents creating said property owners association have
21 been reviewed and approved by the City Attorney and filed of record with the
22 Register of Deeds.

23 h. To relinquish the right of direct vehicular access to Pine Lake
24 Road and South 40th Street except at the intersections of South 34th Street
25 and South 38th Street.

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1 i. To perpetually maintain the sidewalk in the pedestrian way
2 easement at its own cost and expense.

3 j. To comply with the provision of the land subdivision ordinance
4 regarding land preparation.

5 k. To comply with the cost-sharing arrangement set forth in the
6 preliminary planned unit development of Williamsburg Village approved by the
7 City Council on June 25, 1990 by Resolution No. A-73615, or as may be other-
8 wise agreed upon and approved by the City Council.

9 l. To complete the permanent lot and block staking before con-
10 struction on or conveyance of any lot shown on this final plat:

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 \$168,000 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 \$45,400 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 \$900 conditioned upon the strict compliance by said owner with the condi-
23 tions contained in paragraph designated "Third" of Section 1 of this ordi-
24 nance.

25 d. A bond or an approved escrow or security agreement in the sum
26 of \$82,500 conditioned upon the strict compliance by said owner with the

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1 conditions contained in paragraph designated "Fourth" of Section 1 of this
2 ordinance.

3 e. A bond or an approved escrow or security agreement in the sum
4 of \$79,000 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Fifth" of Section 1 of this
6 ordinance.

7 f. A bond or an approved escrow or security agreement in the sum
8 of \$16,000 conditioned upon the strict compliance by said owner with the
9 conditions contained in paragraph designated "Sixth" of Section 1 of this
10 ordinance.

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

15 h. A bond or an approved escrow or security agreement in the sum
16 of \$8,475 conditioned upon the strict compliance by said owner with the
17 conditions contained in paragraph designated "Eighth" of Section 1 of this
18 ordinance.

19 i. A bond or an approved escrow or security agreement in the sum
20 of \$12,725 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Ninth" of Section 1 of this
22 ordinance.

23 j. A bond or an approved escrow or security agreement in the sum
24 of \$1,150 conditioned upon the strict compliance by said owner with the
25 conditions contained in paragraph designated "Tenth" of Section 1 of this
26 ordinance.

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1 k. A bond or an approved escrow or security agreement in the sum
2 of \$2,200 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Eleventh" of Section 1 of this
4 ordinance.

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

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

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

Introduced by:

Cynthia Johnson

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

NAYS: None;

ABSENT: Haar and Young.

Approved as to Form & Legality:

William F. Austin
City Attorney

Staff Review Completed:

Mary A. Johnson
Administrative Assistant

APPROVED

DEC 6 1992

11-16-92 Council Proceedings:

MINNICK Moved to have 2nd/3rd Readings on 11-23-92.

Seconded by Lyons and carried by the follow-

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

PASSED

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A G R E E M E N T

THIS AGREEMENT is made and entered into by and between R.J.L. DEVELOPMENT SOUTH LTD., 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 GETTYSBURG 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 GETTYSBURG ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for review and approval.

2. The Subdivider agrees to protect the remaining trees on the site during construction and development.

3. The Subdivider agrees to pay all improvement costs except that the City specifically agrees to contribute the following amounts for oversize mains pursuant to § 26.11.095 and § 26.11.097 of the Lincoln Municipal Code:

- (a) In the amount of \$9,995.00 for the proposed 12-inch water main required to serve this plat; and
- (b) In the amount of \$9,995.00 for the 12- and 15-inch sanitary sewers required to serve this plat.

11

The City's agreement to make such contributions shall lapse if the construction of these improvements are not completed by the subdivider within 2 years after the date of acceptance of this final plat.

4. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain the street trees and landscape screen.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and planned unit development of Williamsburg Village.

7. The Subdivider agrees to maintain the outlots and private improvements, including the center island in Gettysburg Court, 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.

8. The Subdivider agrees to relinquish the right of direct vehicular access to Pine Lake Road and South 40th Street except at the intersections of South 34th Street and South 38th Street.

9. The Subdivider agrees to perpetually maintain the sidewalk in the pedestrian way easement at its own cost and expense.

10. The Subdivider agrees to comply with the provision of the land subdivision ordinance regarding land preparation.

12

11. The Subdivider agrees to comply with the cost-sharing arrangement set forth in the preliminary planned unit development of Williamsburg Village approved by the City Council on June 25, 1990 by Resolution No. A-73615, or as may be otherwise agreed upon and approved by the City Council.


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

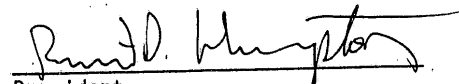
13. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 3 day of November, 1992.

ATTEST:

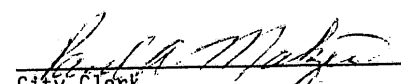
R.J.L. DEVELOPMENT SOUTH LTD.

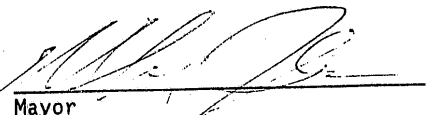

Secretary


President

ATTEST:

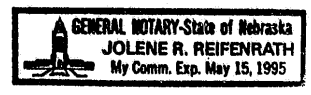
CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

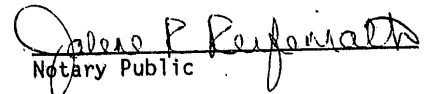

City Clerk


Mayor

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 3rd day of November, 1992, by Robert D. Hampton, President of R.J.L. Development South Ltd.




Notary Public

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STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 1ST day of DECEMBER, 1992, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Rose
Notary Public

Approved as to Form and Legality:

William F. Anderson
City Attorney

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C E R T I F I C A T E

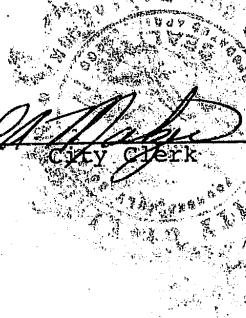
I, Paul A. Malzer, City Clerk of the City of Lincoln, Nebraska, do certify that the above and foregoing is a true and correct copy of ORD. NO. 16269, AGREEMENT AND PLAT. (GETTYSBURG ADDITION)

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held NOVEMBER 23, 1992 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 8th day of DECEMBER, 19 92.

Paul A. Malzer

City Clerk



BLOCK
CODE
CHECKED
ENTERED
EDITED

LANCASTER COUNTY, NEB
Dan Natta
REGISTER OF DEEDS

DEC 8 3 56 PM '92

INST. NO. 92 55531

\$70.50

17238

Return to City Clerk