



20964

20-110
Change of Zone No. 05068G

Introduce: 8-03-20

ORDINANCE NO. 20964

1 AN ORDINANCE amending the Lincoln Zoning District Maps attached to and made a
2 part of Title 27 of the Lincoln Municipal Code, as provided by Section 27.05.020 of the Lincoln
3 Municipal Code, by changing the boundaries of the districts established and shown thereon.

4 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

5 Section 1. That the "Lincoln Zoning District Maps" attached to and made a part of Title
6 27 of the Lincoln Municipal Code be and they are hereby amended by changing the boundaries of
7 the districts established and shown on said Maps as follows:

8 A legal description of Lots 85, ^{and 81 as} ~~and 86~~ of Irregular Tracts, ^{SW Quarter Lot 94 of Irregular Tracts} ~~part of Lot 92 and~~
9 ~~part of Lot 41 of Irregular Tracts~~, Lots 5 and 6, Block 1, Lots 1-5, Block 2, ^{SE Quarter}
10 Lots 1-3, Block 3, and right-of-way all part of Walnut Heights; Lots 1-13,
11 Block 1, Lots 1-26, Block 2, Lots 1-4, Block 3, Lots 1-4 & 6, Block 4, Lot
12 2, Block 5, Lots 1-6, Block 6, Lots 1-12, Block 7, Outlots 'A' & 'C', and
13 right-of-way all part of The Woodlands at Yankee Hill Addition; Lots 1-9,
14 Block 1, Lots 1-9, Block 2, Lots 1-9, Block 3, Lot 1, Block 4, Lots 1-6,
15 Block 5, Lots 1-4, Block 6, Lot 1, Block 8, Lots 1-7, Block 9, Lots 1-8,
16 Block 10 and right-of-way all part of The Woodlands at Yankee Hill 1st
17 Addition; Lots 1-^{and 2 as} ~~3~~, and right-of-way all part of The Woodlands at Yankee
18 Hill 2nd Addition; Lots 1-11, Block 1, Lots 1-4, Block 2, and right-of-way
19 all part of The Woodlands at Yankee Hill 4th Addition; Lots 1-11, Block
20 1, Lots 1-4, Block 2, Lot 1, Block 3, Lot 1, Block 4, and right-of-way all
21 part of The Woodlands at Yankee Hill 5th Addition; Lots 1 & 2, The
22 Woodlands at Yankee Hill 6th Addition; Lots 1-7, Block 1, Lots 1-7, Block
23 2, Lots 1-8, Block 3, Lots 1-10, Block 4, and right-of-way all part of The
24 Woodlands at Yankee Hill 7th Addition; Lots 1 & 2, The Woodlands at
25 Yankee Hill 8th Addition; Lot 1, Block 1, Lots 1-4, Block 2, Lots 1-7,
26 Block 3, Outlots 'A' & 'D', and right-of-way all part of The Woodlands at
27 Yankee Hill 9th Addition; Lots 1-6, Block 1, Lots 1-12, Block 2, Lots 1 &
28 2, Block 3, Lots 1-13, Block 4, Lots 1-7, Block 5, Lots 1-8, Block 6, and
29 right-of-way all part of The Woodlands at Yankee Hill 10th Addition; Lots
30 1 & 2, The Woodlands at Yankee Hill 11th Addition; Lots 1-13, Block 1,
31 Lots 1-12, Block 2, Outlot 'D' and right-of-way all part of The Woodlands
32 at Yankee Hill 12th Addition; Lots 1-10, The Woodlands at Yankee Hill
33 13th Addition; Lots 1-5, Block 1, Lots 1-10, Block 2, Outlot 'B', and right-
34 of-way all part of The Woodlands at Yankee Hill 14th Addition; Lots 1 &
35 2, The Woodlands at Yankee Hill 15th Addition; Lots 1-10, Block 1, Lots

1 1-19, Block 2, Lots 1-8, Block 3, and right-of-way all part of The
2 Woodlands at Yankee Hill 16th Addition; Lots 1 & 2, The Woodlands at
3 Yankee Hill 17th Addition; Lots 1 & 2, The Woodlands at Yankee Hill
4 18th Addition; Lots 1-11, Block 1, Lots 1-8, Block 2, Outlot 'A', and right-
5 of-way all part of The Woodlands at Yankee Hill 19th Addition; Lots 1-18,
6 Block 1, Lots 2-5, Block 2, Outlot 'B', and right-of-way all part of The
7 Woodlands at Yankee Hill 20th Addition; Lots 1-8, Block 1, Lots 1-14,
8 Block 2, Lots 1-4, Block 3, Lots 1-6, Block 4, Lots 1-7, Block 5, Outlot 'A',
9 and right-of-way all part of The Woodlands at Yankee Hill 21st Addition;
10 Lots 1-12, Block 1, Lots 1 & 2, Block 2, and right-of-way all part of The
11 Woodlands at Yankee Hill 22nd Addition; Lots 1-4, The Woodlands at
12 Yankee Hill 23rd Addition; Lots 1 & 2, ~~Outlot 'A'~~, and right-of-way all part
13 of The Woodlands at Yankee Hill 24th Addition; Lots 1 & 2, Block 1, Lots
14 1-3, Block 2, Lot 1, Block 3, Lots 1-3, 6-11, 14-16, Block 4, Lots 1-18,
15 Block 5, Lots 1-14, Block 6, Lots 1-6, Block 7, Outlot 'A', and right-of-way
16 all part of The Woodlands at Yankee Hill 25th Addition; Lot 1, The
17 Woodlands at Yankee Hill 26th Addition; Lots 1 & 2, Block 1, Lots 1 & 2,
18 Block 2, The Woodlands at Yankee Hill 27th Addition; Lots 1-5, Block 1,
19 Lots 1-10, Block 2, Lots 1-13, Block 3, Lots 1-13, Block 4, Lots 1-44, Block
20 5, Outlots 'A', 'B', 'C', 'D', 'E', and 'F', and right-of-way all part of The
21 Woodlands at Yankee Hill 28th Addition; Lot 1 and Outlot 'A', The
22 Woodlands at Yankee Hill 29th Addition; Lots 1 & 2, Block 1, Lots 1-10,
23 Block 2, Lots 1-3, Block 3, Lots 1-12, Block 4, Lots 1-14, Block 5, Lots 1-
24 10, Block 6, Outlots 'A', 'B', 'C', 'D', 'E', 'F', and right-of-way all part of The
25 Woodlands at Yankee Hill 30th Addition; Lot 1, Block 1, Lots 1-3, Block
26 2, Lots 1-9, Block 3, Lots 1-15, Block 4, Lots 1-13, Block 5, Lots 1-6, Block
27 6, Lot 1, Block 7, Outlots 'A', 'B', 'C', 'D', 'E', 'F', and right-of-way all
28 part of The Woodlands at Yankee Hill 31st Addition, Lots 1-4, Block 1, Lots
29 1-8, Block 2, Lot 1, Block 3, The Woodlands Enterprise Center; Lot 1, The
30 Woodlands Enterprise Center 1st Addition; Lots 1-4, Block 1, Lots 1-3,
31 Block 2, Lot 1, Block 3, Lots 1-4, Block 4, Lots 1 & 2, Block 5, Outlots 'A',
32 'B', 'C', 'D', 'E', and right-of-way all part of The Woodlands Enterprise
33 Center 2nd Addition; Lot 1-9, Block 1, Lot 1, Block 2, Lots 1-39, Block 3,
34 Lot 1, Block 4, Lot 1, Block 5, Lots 1-4, Block 6, Lots 1-5, Block 7, Outlots
35 'A', 'B', 'C', 'E', and right-of-way all part of Windmill Ridge Estates; Lots
36 1-9, Windmill Ridge Estates 1st Addition; Lot 1 and Outlot 'A', Windmill
37 Ridge Klein Addition; all located in Section 27, Township 9 North, Range
38 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly
39 described as follows:

40 Commencing at the N.W. Corner of the N.W. Quarter of said Section 27
41 and extending thence South 00°22'53" West along the West line of said
42 N.W. Quarter a distance of 45.00 feet;

43 THENCE South 89°54'18" East along a line 45.00 feet south of and parallel
44 with the North line of said N.W. Quarter a distance of 100.00 feet to the

1 Northwest Corner of Irregular Tract Lot 85 and the POINT OF
2 BEGINNING.
3 THENCE South 89°54'18" East, for a distance of 200.00 feet
4 THENCE North 89°02'16" East, for a distance of 650.33 feet
5 THENCE South 89°54'18" East, for a distance of 415.14 feet
6 THENCE North 00°03'18" West, for a distance of 33.00 feet
7 THENCE South 89°54'18" East, for a distance of 364.61 feet
8 THENCE South 00°06'10" West, for a distance of 33.00 feet
9 THENCE South 89°54'18" East, for a distance of 940.13 feet
10 THENCE South 00°18'42" West, for a distance of 17.00 feet
11 THENCE South 89°54'36" East, for a distance of 978.55 feet
12 THENCE South 89°54'35" East, for a distance of 1023.34 feet
13 THENCE South 00°08'27" East, for a distance of 332.45 feet
14 THENCE South 89°54'56" East, for a distance of 225.47 feet
15 THENCE South 00°08'17" East, for a distance of 600.00 feet
16 THENCE South 89°54'35" East, for a distance of 400.00 feet
17 THENCE South 00°08'17" East, for a distance of 1664.84 feet
18 THENCE North 89°56'33" West, for a distance of 1097.94 feet
19 THENCE South 00°03'26" West, for a distance of 79.73 feet to a circular
20 curve to the right having a radius of 330.00 feet, a central angle of
21 06°34'58" and whose chord (37.89 feet) bears South 03°20'55" West
22 THENCE along the arc of said circular curve 37.92 feet
23 THENCE South 83°21'36" East, for a distance of 135.23 feet
24 THENCE South 11°24'41" West, for a distance of 169.80 feet to a circular
25 curve to the right having a radius of 330.00 feet, a central angle of
26 10°02'32" and whose chord (57.77 feet) bears North 73°34'03" West
27 THENCE along the arc of said circular curve 57.84 feet
28 THENCE South 21°27'13" West, for a distance of 158.20 feet
29 THENCE South 42°56'48" East, for a distance of 18.35 feet
30 THENCE South 63°25'11" West, for a distance of 283.93 feet
31 THENCE South 30°16'56" East, for a distance of 11.66 feet to a circular
32 curve to the right having a radius of 330.00 feet, a central angle of
33 12°06'57" and whose chord (69.65 feet) bears South 24°13'27" East
34 THENCE along the arc of said circular curve 69.78 feet
35 THENCE South 71°50'02" West, for a distance of 174.09 feet
36 THENCE South 10°50'12" East, for a distance of 62.98 feet
37 THENCE South 00°05'47" West, for a distance of 280.00 feet
38 THENCE South 20°31'46" West, for a distance of 76.12 feet
39 THENCE South 22°19'10" West, for a distance of 60.00 feet
40 THENCE North 67°40'50" West, for a distance of 29.40 feet
41 THENCE South 22°19'10" West, for a distance of 157.32 feet
42 THENCE South 00°05'48" West, for a distance of 20.00 feet to a point on
43 the common line of said Lot 92 and Block 1, Grandview Estates 8th
44 Addition
45 THENCE North 89°54'12" West, for a distance of 1044.73 feet
46 THENCE North 89°57'47" West, for a distance of 1663.94 feet
47 THENCE North 00°15'35" West, for a distance of 296.25 feet

1 THENCE North 16°14'26" East, for a distance of 60.44 feet
2 THENCE North 68°54'12" West, for a distance of 120.00 feet to a circular
3 curve to the left, having a radius of 370.00 feet, a central angle of 11°29'20"
4 and whose chord (74.07 feet) bears South 15°21'08" West
5 THENCE on the arc of said circular curve 74.19 feet
6 THENCE North 46°59'13" West, for a distance of 69.81 feet to a circular
7 curve to the right, having a radius of 430.00 feet, a central angle of 8°07'52"
8 and whose chord (60.97 feet) bears North 18°48'06" East
9 THENCE on the arc of said circular curve 61.02 feet
10 THENCE North 67°07'58" West, for a distance of 141.34 feet
11 THENCE North 51°01'10" West, for a distance of 139.92 feet
12 THENCE North 67°02'08" West, for a distance of 110.22 feet
13 THENCE South 89°44'25" West, for a distance of 127.54 feet
14 THENCE North 00°15'35" West, for a distance of 144.57 feet
15 THENCE South 89°44'25" West, for a distance of 30.00 feet
16 THENCE South 00°15'35" East, for a distance of 120.00 feet
17 THENCE South 89°44'25" West, for a distance of 314.23 feet
18 THENCE North 00°41'43" East, for a distance of 650.83 feet
19 THENCE North 00°15'35" West, for a distance of 32.72 feet
20 THENCE North 00°22'54" East, for a distance of 1667.34 feet
21 THENCE North 26°55'03" East, for a distance of 111.89 feet
22 THENCE North 00°22'54" East, for a distance of 838.29 feet to the POINT
23 OF BEGINNING, containing a calculated area of 17,930,673.24 square feet
24 or 411.63 acres.

25 be and is hereby (1) transferred from the AG Agriculture District to the R-3 Residential District
26 Planned Unit Development; (2) designated a Planned Unit Development District pursuant to and
27 in accordance with Chapter 27.60 of the Lincoln Municipal Code entitled "Planned Unit
28 Development District"; and (3) governed by all the provisions and regulations pertaining to the R-
29 3 Residential District Planned Unit Development except as modified in Section 2 below.

30 Section 2. That the Woodlands at Yankee Hill Planned Unit Development Plan
31 ("Development Plan") submitted by R.C. Krueger Development Company ("Permittee") along
32 with the Permittee's application and site plan, be and the same is hereby approved upon condition
33 that the use and operation of the property within the Planned Unit Development District under the
34 Development Plan by Permittee be in substantial compliance with the Permittee's application, the
35 site plan, and the following express terms and conditions:

1 1. This approval permits the expansion of a Planned Unit Development to add 24.65
2 acres for 80 dwelling units for an allowed total of 2,308 dwelling units with a reduction in the off-
3 street parking requirement to one space per 300 square feet of floor area for commercial uses, and
4 to allow parking along private roadways in common access easements to count towards required
5 parking for adjacent lots.

6 2. The Permittee shall cause to be prepared and submitted to the Planning Department
7 a revised and reproducible final plot plan including 3 copies with all required revisions to the PUD
8 plan set and documents as listed below:

9 a. Provide verification that the 20' wide bike trail easement and bike trail location
10 are in locations satisfactory to the Parks and Recreation Department.

11 b. Revise Note #14 in the waiver table to state: Parking is adjusted to one space
12 per 300 square feet of floor area for all commercial uses. Parking along private
13 roadways in common access easements are allowed to count towards required
14 parking for adjacent lots. Cross-parking is allowed in commercial areas.
15 Adjustments to parking requirements for specific uses can be approved by the
16 Planning Director at the time of building permit.

17 c. Revise the legal description to the satisfaction of the GIS Survey review.

18 d. Rename South 80th Street between Kallum and Ponce as a named street.

19 e. Update the land use table to reflect the area/density/dwelling units as part of
20 this request.

21 3. Before a final plat is approved, the Permittee shall provide verification to the
22 Planning Department from the Register of Deeds that the letter of acceptance as required by the
23 approval of the planned unit development has been recorded.

24 4. Final plat(s) shall be approved by the City.

1 5. If any final plat on all or a portion of the approved planned unit development is
2 submitted five (5) years or more after the approval of the planned unit development, the City may
3 require that a new planned unit development be submitted, pursuant to all the provisions of LMC
4 § 26.31.015. A new planned unit development may be required if the subdivision ordinance, the
5 design standards, or the required improvements have been amended by the City and, as a result,
6 the planned unit development as originally approved does not comply with the amended rules and
7 regulations.

8 6. Before the approval of a final plat, the public streets, private roadway
9 improvements, sidewalks, public sanitary sewer system, public water system, drainage facilities,
10 land preparation and grading, sediment and erosion control measures, stormwater
11 detention/retention facilities, drainageway improvements, street lights, landscaping screens, street
12 trees, temporary turnaround and barricades, and street name signs must be completed or provisions
13 (bond, escrow, or security agreement) to guarantee completion must be approved by the City Law
14 Department. The improvements must be completed in conformance with the adopted design
15 standards and within the time period specified in the Land Subdivision Ordinance. A cash
16 contribution to the City in lieu of a bond, escrow, or security agreement may be furnished for the
17 sidewalks and street trees along major streets that have not been improved to an urban cross
18 section. A cash contribution to the City in lieu of a bond, escrow, or security agreement may be
19 furnished for street trees on a final plat with 10 or fewer lots.

20 7. Before a final plat may be approved, the Permittee, as subdivider, must enter into
21 an agreement with the City whereby:

- 22 a. The Permittee agrees to complete paving of public streets, temporary
23 turnarounds, and installation of barricades located at the temporary dead-end of

1 the streets shown on the final plat within two (2) years following the approval
2 of the final plat.

3 b. The Permittee agrees to complete the installation of the sidewalks along both
4 sides of the streets as shown on the final plat within four (4) years following the
5 approval of the final plat.

6 c. The Permittee agrees to complete the public water distribution system to serve
7 this plat within two (2) years following the approval of the final plat.

8 d. The Permittee agrees to complete the public wastewater collection system to
9 serve this plat within two (2) years following the approval of the final plat.

10 e. The Permittee agrees to complete the enclosed public drainage facilities shown
11 on the approved drainage study to serve this plat within two (2) years following
12 the approval of the final plat.

13 f. The Permittee agrees to complete the installation of public street lights within
14 this plat within two (2) years following the approval of the final plat.

15 g. The Permittee agrees to complete the planting of the street trees along all streets
16 within this plat within six (6) years following the approval of the final plat.

17 h. The Permittee agrees to complete the planting of the landscape screen within
18 this plat within two (2) years following the approval of the final plat.

19 i. The Permittee agrees to complete the installation of the street name signs within
20 two (2) years following the approval of the final plat.

21 j. The Permittee agrees to complete the installation of the permanent markers
22 prior to construction on or conveyance of any lot in the plat.

23 k. The Permittee agrees to timely complete any other public or private
24 improvement or facility required by the Land Subdivision Ordinance which

1 have not been waived, but which inadvertently may have been omitted from the
2 above list of required improvements.

- 3 l. The Permittee agrees to submit to the Director of Transportation and Utilities a
4 plan showing proposed measures to control sedimentation and erosion and the
5 proposed method to temporarily stabilize all graded land for approval.
- 6 m. The Permittee agrees to comply with the provisions of the Land Preparation and
7 Grading requirements of the Land Subdivision Ordinance.
- 8 n. The Permittee agrees to complete the public and private improvements shown
9 on the Planned Unit Development.
- 10 o. The Permittee agrees to keep taxes and special assessments on the outlots from
11 becoming delinquent.
- 12 p. The Permittee agrees to maintain the outlots on a permanent and continuous
13 basis.
- 14 q. The Permittee agrees to maintain the private improvements in good order and
15 state of repair, including the routine and reasonable preventive maintenance of
16 the private improvements, on a permanent and continuous basis.
- 17 r. The Permittee agrees to maintain the plants in the medians and islands,
18 including replacement and replanting as reasonably necessary, on a permanent
19 and continuous basis.
- 20 s. The Permittee acknowledges that there may be additional maintenance issues
21 or costs associated with providing for the proper functioning of stormwater
22 detention/retention facilities as they were designed and constructed within the
23 development and that these are the responsibility of the Permittee.

1 t. The Permittee agrees to retain ownership of and the right of entry to the outlots
2 in order to perform the above-described maintenance of the outlots and private
3 improvements on a permanent and continuous basis. However, Permittee may
4 be relieved and discharged of such maintenance obligations upon creating in
5 writing a permanent and continuous association of property owners who would
6 be responsible for said permanent and continuous maintenance subject to the
7 following conditions:

8 1) Permittee shall not be relieved of Permittee's maintenance obligation for
9 each specific private improvement until a registered professional engineer
10 or nurseryman who supervised the installation of said improvement has
11 certified to the City that the improvement has been installed in accordance
12 with approved plans.

13 2) The maintenance agreements are incorporated into covenants and
14 restrictions in deeds to the subdivided property and the documents creating
15 the association and the restrictive covenants have been reviewed and
16 approved by the City Attorney and filed of record with the Register of
17 Deeds.

18 u. The Permittee agrees to pay all design, engineering, labor, material, inspection,
19 and other improvement costs.

20 v. The Permittee agrees to inform all purchasers and users of land located within
21 the 100 year floodplain of such status and further agrees that the grading of the
22 lots and outlots within the 100 year floodplain shall be in conformance with the
23 grading plan or as amended by the Planning Director. The volume of fill
24 material brought into each lot and outlot from outside the floodplain shall not

1 exceed that shown on the approved grading plan accompanying the preliminary
2 plat.

3 w. The Permittee agrees to protect the trees that are indicated to remain during
4 construction and development.

5 8. Before occupying the dwelling units/buildings, all development and construction
6 shall substantially comply with the approved plans.

7 9. All privately-owned improvements shall be permanently maintained by the
8 Permittee or an appropriately established homeowners association approved by the City Attorney.

9 10. The physical location of all setbacks and yards, buildings, parking and circulation
10 elements, and similar matters must be in substantial compliance with the location of said items as
11 shown on the approved site plan.

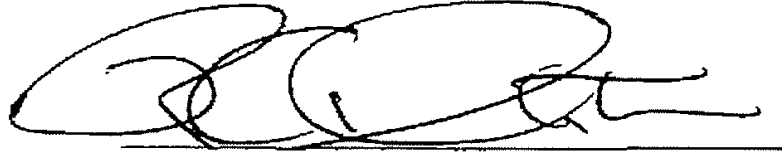
12 11. The terms, conditions, and requirements of the ordinance shall run with the land
13 and be binding upon the permittee, its successors, and assigns.

14 12. The Permittee shall sign and return the letter of acceptance to the City Clerk. This
15 step should be completed within 60 days following the approval of the Ordinance. The City Clerk
16 shall file a copy of this Ordinance and the letter of acceptance with the Register of Deeds, filing
17 fees therefore to be paid in advance by the Permittee. Building permits will not be issued unless
18 the letter of acceptance has been filed.

19 Section 3. This ordinance shall be published, within fifteen days after the passage
20 hereof, in one issue of a daily or weekly newspaper of general circulation in the City, or posted on
21 the official bulletin board of the City, located on the wall across from the City Clerk's office at
22 555 S. 10th Street, in lieu and in place of the foregoing newspaper publication with notice of
23 passage and such posting to be given by publication one time in the official newspaper by the City
24 Clerk. This ordinance shall take effect and be in force from and after its passage and publication

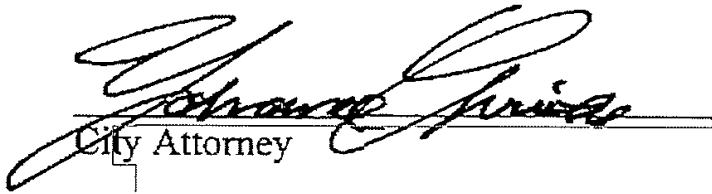
1 or after its posting and notice of such posting given by publication as herein and in the City Charter
2 provided.

Introduced by:




AYES: Bowers, Christensen, Meginnis,
Raybould, Shobe, Ward, Washington; NAYS:
None.

Approved as to Form & Legality:



City Attorney

Approved this 24 day of August, 2020:

Mayor

PASSED
AUG 17 2020
BY CITY COUNCIL

LETTER OF ACCEPTANCE

City of Lincoln
Lincoln, Nebraska

Re: **Change of Zone 05068G**

To the City Clerk:

The undersigned, "Permittee" under **Change of Zone 05068G** granted by **Ordinance 20964**, passed by the City Council of the City of Lincoln, Nebraska, on **August 17, 2020**, hereby files this Letter of Acceptance and certifies to the City of Lincoln that the Permittee is fully aware of and understands all the conditions of said Ordinance and that Permittee consents to and agrees to comply with the same.

Permittee further certifies that the person whose signature appears below has the authority to bind Permittee to the terms and conditions of this Letter of Acceptance, including Permittee's financial obligations under said Change of Zone.

Dated this 14th day of September, 2020.

R.C. Krueger Development Company, Permittee

[Signature]
Signature

Resident
Title

STATE OF Nebraska)

COUNTY OF Lancaster)

ss:

The foregoing instrument was acknowledged before me this 14th day of Sep., 2020, by Richard Krueger, on behalf of R.C. Krueger Development Company, Permittee.

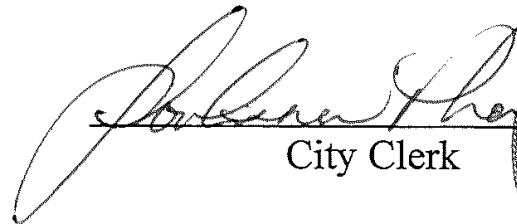
CHRISTINA MELGOZA
General Notary State of Nebraska
My Commission Expires
October 23, 2022.

[Signature]
Notary Public

CERTIFICATE

I, Soulinnee Phan, City Clerk of the City of Lincoln, Nebraska, do certify that the above and foregoing is a true and correct copy of Ordinance #20964 – Change of Zone 05068G - Application of Calruby, LLC and Carroll Krueger Company, LLC for a change from AG Agricultural District to R-3 Residential District PUD to expand the existing PUD Planned Unit Development by 24.65 acres, for an additional 80 single-family and attached single-family dwelling units, with waivers to the Zoning and Subdivision Ordinances, on property generally located at South 84th Street and Yankee Woods Drive, as passed and approved by the Lincoln City Council on August 17, 2020, as the original appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand officially & affixed the seal of the City of Lincoln, Nebraska, this 14th day of September, 2020.


City Clerk

