

85550

BLOCK

CODE

CHECKED

ENTERED

EDITED

Don J. ...

REGISTER OF DEEDS

1998 OCT 15 P 3:33

INST. NO 98

054412

85550

RESOLUTION NO. PC- 00457

1 A RESOLUTION accepting and approving the plat designated as SOUTH
 2 SIDE INDUSTRIAL PARK as an addition to the City of Lincoln, filed in the office
 3 of the Planning Department of the City of Lincoln, Nebraska, upon certain
 4 conditions herein specified and providing for sureties conditioned upon the
 5 strict compliance with such conditions.

6 WHEREAS, R.I.P., Inc., a Nebraska corporation, owner of a tract of
 7 land legally described as:

8 Lot 147 Irregular Tract, located in the East Half of the
 9 Northeast Quarter of Section 34, Township 10 North,
 10 Range 6 East of the 6th P.M., Lancaster County,
 11 Nebraska, and more particularly described by metes and
 12 bounds as follows:

13 Referring to the East Quarter corner of Section 34,
 14 Township 10 North, Range 6 East of the 6th P.M.,
 15 Lancaster County, Nebraska; thence north 00 degrees 01
 16 minutes 34 seconds west, (an assumed bearing), and on
 17 the east line of the Northeast Quarter of said Section
 18 34 and the centerline of South 1st Street, a distance of
 19 33.00 feet; thence south 89 degrees 45 minutes 59
 20 seconds west, a distance of 33.00 feet to the
 21 southeasterly corner of Lot 147 Irregular Tract of
 22 Section 34 or the northwesterly corner of the
 23 intersection of the right-of-way line of South Street
 24 and South 1st Street and also said point is the point of
 25 beginning; thence continuing on the last described
 26 course, south 89 degrees 45 minutes 59 seconds west, and
 27 on the southerly line of Lot 147 Irregular Tract of said
 28 Section 34 or the northerly right-of-way line of said
 29 South Street, a distance of 167.59 feet to the south-
 30 southwesterly corner of Lot 147 or the southeasterly
 31 corner of Lot 140 Irregular Tracts of said Section 34
 32 and also said point is on the approximate centerline of
 33 the old Salt Creek Channel; thence on the southerly line
 34 of Lot 147 or the northerly line of Lot 140 Irregular
 35 Tracts of said Section 34 and on the approximate
 36 centerline of the old Salt Creek Channel for the next
 37 four (4) courses, north 12 degrees 45 minutes 52 seconds
 38 west, a distance of 109.66 feet; thence north 63 degrees
 39 05 minutes 48 seconds west, a distance of 314.21 feet;
 40 thence north 62 degrees 58 minutes 27 seconds west, a

X

1 distance of 180.12 feet; thence north 83 degrees 29
2 minutes 56 seconds west, a distance of 74.46 feet to the
3 west-southwesterly corner of Lot 147 or the
4 northwesterly corner of Lot 140 Irregular Tracts of said
5 Section 34; thence north 07 degrees 00 minutes 49
6 seconds east, and on the westerly line of Lot 147
7 Irregular Tract of said Section 34, a distance of 959.09
8 feet to the northwesterly corner of Lot 147 Irregular
9 Tract of said Section 34, and also said point is on the
10 southerly right-of-way line of Rose Street or the north
11 line of the Southeast Quarter of the Northeast Quarter
12 of said Section 34; thence north 89 degrees 40 minutes
13 35 seconds east, and on the north line of the Southeast
14 Quarter of the Northeast Quarter and Lot 147 Irregular
15 Tract of said Section 34 or the southerly right-of-way
16 line of said Rose Street, a distance of 588.77 feet to
17 the northeasterly corner of Lot 147 Irregular Tract of
18 said Section 34 and also said point is on the westerly
19 right-of-way line of said South 1st Street; thence south
20 00 degrees 01 minutes 34 seconds east, and on the
21 easterly line of Lot 147 Irregular Tract and parallel to
22 the east line of the Northeast Quarter of said Section
23 34, a distance of 1293.96 feet to the point of beginning
24 and containing a calculated area of 734,541.45 square
25 feet or 16.863 acres, more or less;

26 has filed said plat in the office of the Planning Department of the City of
27 Lincoln, Nebraska, with a request for approval and acceptance thereof; and

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

30 NOW, THEREFORE, BE IT RESOLVED by the Lincoln City - Lancaster County
31 Planning Commission:

32 1. That the plat of **SOUTH SIDE INDUSTRIAL PARK** as an addition to the
33 City of Lincoln, Nebraska, filed in the office of the Planning Department of said
34 City by R.I.P., Inc., a Nebraska corporation, as owner is hereby accepted and
35 approved, and said owner is given the right to plat said **SOUTH SIDE INDUSTRIAL**
36 **PARK** as an addition to said City in accordance therewith. Such acceptance and
37 approval are conditioned upon the following:

1 First: That said owner shall at its own cost and expense pay
2 for all labor, material, engineering, and inspection costs in connection with the
3 construction of street improvements, including the grading, paving, and
4 installation of curb and gutter, curb inlets, and storm drain laterals for all
5 streets as shown on the approved final plat. The construction shall be completed
6 within two years following Planning Commission approval of this final plat.

7 Second: That said owner shall at its own cost and expense pay
8 for all labor, material, engineering, and inspection costs in connection with the
9 construction of a public water distribution system as shown on the approved
10 preliminary plat. The construction shall be completed within two years following
11 Planning Commission approval of this final plat.

12 Third: That said owner shall at its own cost and expense pay
13 for all labor, material, engineering, and inspection costs in connection with the
14 construction of a public wastewater collection system as shown on the approved
15 preliminary plat. The construction shall be completed within two years following
16 Planning Commission approval of this final plat.

17 Fourth: That said owner shall at its own cost and expense pay
18 for all labor, material, engineering, and inspection costs in connection with the
19 construction of drainage facilities as shown on the approved drainage study. The
20 construction shall be completed within two years following Planning Commission
21 approval of this final plat.

22 Fifth: That said owner shall at its own cost and expense pay
23 for all labor, material, engineering, and inspection costs in connection with the
24 installation of an ornamental street lighting system as required by the
25 preliminary plat for all streets shown on this final plat. The construction

1 shall be completed within two years following Planning Commission approval of
2 this final plat.

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

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

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

17 Ninth: That said owner shall enter into a written agreement
18 with the City which shall provide as follows:

19 The owner, its successors and assigns agree:

20 a. To submit an erosion control plan to the Director of
21 Public Works for his review and approval and to comply with all the provisions
22 within said erosion control plan.

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

1 c. To notify all future purchasers that the lots are within
2 the 100-year floodplain and that floodproofing and a Development Permit for
3 construction in the floodplain is required.

4 d. To insure that no construction equipment or materials
5 will be stored on the linear greenway associated with Salt Creek Trail and that
6 materials will be stored in such a way as to prevent them from blowing onto
7 neighboring park or trail properties.

8 e. To pay all improvement costs.

9 f. To submit to the lot buyers a copy of the soil analysis.

10 g. To continuously and regularly maintain street trees.

11 h. To complete the private improvements shown on the
12 preliminary plat.

13 i. To comply with the provisions of the Land Subdivision
14 Ordinance regarding land preparation.

15 j. To comply with all the provisions of the Land Subdivision
16 Ordinance and the Zoning Ordinance regarding the development of land in the
17 floodplain.

18 k. To complete the permanent lot and block staking before
19 construction on or conveyance of any lot shown on this final plat.

20 2. That said owner shall, prior to adoption of this resolution,
21 execute and deliver to the City of Lincoln:

22 a. A bond or an approved escrow or security agreement in the
23 sum of \$89,000.00 conditioned upon the strict compliance by said owner with the
24 conditions contained in paragraph designated "First" of Paragraph 1 of this
25 resolution.

1 b. A bond or an approved escrow or security agreement in the
2 sum of \$32,700.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Second" of Paragraph 1 of this
4 resolution.

5 c. A bond or an approved escrow or security agreement in the
6 sum of \$49,200.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Third" of Paragraph 1 of this
8 resolution.

9 d. A bond or an approved escrow or security agreement in the
10 sum of \$16,200.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this
12 resolution.

13 e. A bond or an approved escrow or security agreement in the
14 sum of \$7,400.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this
16 resolution.

17 f. A bond or an approved escrow or security agreement in the
18 sum of \$7,765.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this
20 resolution.

21 g. A bond or an approved escrow or security agreement in the
22 sum of \$115.00 conditioned upon the strict compliance by said owner with the
23 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
24 resolution.

1 h. A bond or an approved escrow or security agreement in the
2 sum of \$1,050.00.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
4 resolution.

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 the
7 conditions herein set forth within the time specified in this resolution, the
8 City may cause the required work to be performed and recover the cost thereof
9 from said owner and its surety.

10 3. Following the adoption of this resolution and receipt of the
11 written agreement required in paragraph designated "Ninth" of paragraph 1 of this
12 Resolution, the City Clerk shall cause the final plat and a certified copy of
13 this resolution together with said written agreement to be filed in the office
14 of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be
15 paid by said owner.

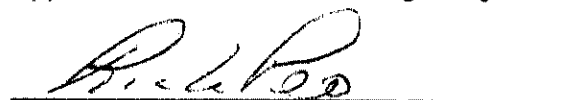
16 The foregoing Resolution was approved by the Lincoln City - Lancaster
17 County Planning Commission on this 23rd day of September, 1998.

18 Dated this 23 day of September, 1998.

ATTEST:


Chairman

Approved as to Form & Legality:


Assistant City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between R.I.P., Inc., a Nebraska corporation, hereinafter called "Subdivider", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of SOUTH SIDE INDUSTRIAL PARK; and

WHEREAS, the resolution 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 SOUTH SIDE INDUSTRIAL PARK, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit an erosion control plan to the Director of Public Works for his review and approval and further agrees to comply with the provisions of said erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to notify all future purchasers that the lots are within the 100-year floodplain and that floodproofing and a Development Permit for construction in the floodplain is required.
4. The Subdivider agrees to insure that no construction equipment or materials will be stored on the linear greenway associated with Salt Creek Trail and that materials will be stored in such a way as to prevent them from blowing onto neighboring park or trail properties.

5. The Subdivider agrees to pay all improvement costs.
6. The Subdivider agrees to submit to the lot buyers a copy of the soil analysis.
7. The Subdivider agrees to continuously and regularly maintain street trees.
8. The Subdivider agrees to complete the private improvements shown on the preliminary plat.
9. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
10. The Subdivider agrees to comply with all the provisions of the Land Subdivision Ordinance and the Zoning Ordinance regarding the development of land in the floodplain.
11. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
12. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 24 day of Sept, 1998.

A.D. Williams
 Witness

R.I.P., INC., a Nebraska corporation,
[Signature]
 Robert Stephens, President

ATTEST:

[Signature]
 City Clerk

CITY OF LINCOLN, NEBRASKA,
 a municipal corporation
[Signature]
 Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

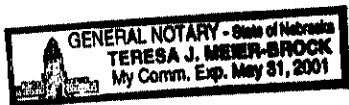
The foregoing instrument was acknowledged before me this 29 day of Sept, 1998, by Robert Stephens, President of R.I.P., Inc., a Nebraska corporation.



Nikki Tiekem
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of October, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier Brock
Notary Public

C E R T I F I C A T E

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

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **South Side Industrial Park and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **September 23, 1998**, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 15th day of October, 1998.


Joan E. Ross
Deputy City Clerk

Ret to City Clerk