

\$71.00

Dan Jolte
REGISTER OF DEEDS

2001 DEC -3 P 5:04

LANCASTER COUNTY, NE

INST. NO 2001

072137

BLOCK	NO	77
CODE		
NOCRC		
CHECKED		
ENTERED		
EDITED		

RESOLUTION NO. PC- 00721

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

6 WHEREAS, **Lincoln North Creek, L.L.C., a Nebraska Limited Liability**
7 **Company**, owner of a tract of land legally described as:

8 Lot 42 Irregular Tract, Outlot "B", North Creek Commercial
9 Park, all located in the South Half of Section 36, Township
10 11 North, Range 6 East of the 6th P.M., Lincoln, Lancaster
11 County, Nebraska, and more fully described by metes and
12 bounds as follows:

13 Referring to the southeast corner of said Section 36; thence
14 north 89 degrees 47 minutes 24 seconds west (an assumed
15 bearing) on the south line of the Southeast Quarter of said
16 Section 36, a distance of 2660.39 feet to the southwest
17 corner of the Southeast Quarter of Section 36; thence north
18 89 degrees 48 minutes 55 seconds west, on the south line
19 of the Southwest Quarter of Section 36, a distance of 636.47
20 feet to the point of beginning; thence continuing north 89
21 degrees 48 minutes 55 seconds west, a distance of 1170.46
22 feet to a point on the easterly right-of-way line of Interstate
23 80 and the point of curvature of a curve to the left with a
24 central angle of 11 degrees 22 minutes 39 seconds, a radius
25 of 5904.58 feet, an arc length of 1172.50 feet, a chord
26 bearing north 44 degrees 27 minutes 46 seconds east and a
27 chord length of 1170.57 feet; thence on said curve to the
28 left, a distance of 1172.50 feet to the point of tangency;
29 thence north 38 degrees 46 minutes 27 seconds east on
30 said westerly line, a distance of 1600.77 feet; thence north
31 38 degrees 49 minutes 13 seconds east, a distance of 47.65
32 feet; thence south 51 degrees 53 minutes 18 seconds east,
33 a distance of 209.96 feet; thence south 14 degrees 56
34 minutes 07 seconds east, a distance of 199.71 feet; thence
35 south 52 degrees 05 minutes 24 seconds east, a distance of
36 116.58 feet; thence south 63 degrees 13 minutes 56

Dorisa City Clerk

1 seconds east, a distance of 295.69 feet; thence south 47
2 degrees 07 minutes 20 seconds east, a distance of 239.64
3 feet; thence south 00 degrees 12 minutes 36 seconds west,
4 a distance of 256.99 feet; thence south 89 degrees 47
5 minutes 24 seconds east, a distance of 570.46 feet; thence
6 south 65 degrees 26 minutes 05 seconds west, a distance of
7 1958.83 feet; thence south 31 degrees 10 minutes 07
8 seconds west, a distance of 421.31 feet to the point of
9 beginning and containing a calculated area of 55.527 acres
10 more or less;

11 have filed said plat in the office of the Planning Department of the City of Lincoln,
12 Nebraska, with a request for approval and acceptance thereof; and

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

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

17 1. That the plat of **NORTH CREEK BUSINESS PARK ADDITION** as an
18 addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department
19 of said City by **Lincoln North Creek, L.L.C., a Nebraska limited liability company**, as
20 owner, is hereby accepted and approved, and said owner is given the right to plat said
21 **NORTH CREEK BUSINESS PARK ADDITION** as an addition to said City in
22 accordance therewith. Such acceptance and approval are conditioned upon the
23 following:

24 First: That said owner shall at its own cost and expense pay for all labor,
25 material, engineering, and inspection costs in connection with the construction of street
26 improvements, including the grading, paving, and installation of curb and gutter, curb
27 inlets, and storm drain laterals for all streets as shown on the approved final plat. The

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

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

7 Third: That said owner shall at its own cost and expense pay for all labor,
8 material, engineering, and inspection costs in connection with the construction of
9 sidewalks in pedestrian way easements as shown on the final plat. The construction
10 shall be completed at the same time that the private roadways within this final plat are
11 paved.

12 Fourth: That said owner shall at its own cost and expense pay for all
13 labor, material, engineering, and inspection costs in connection with the construction of
14 the bike path as shown on the final plat. The construction shall be completed within two
15 years following Planning Commission approval of this final plat.

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

21 Sixth: That said owner shall at its own cost and expense pay for all labor,
22 material, engineering, and inspection costs in connection with the construction of a
23 public wastewater collection system as shown on the approved preliminary plat. The

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

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

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

11 Ninth: That said owner shall at its own cost and expense pay for all labor,
12 material, and related costs in connection with the installation of a landscape screen as
13 shown on the approved landscape plan. The installation shall be completed within two
14 years of Planning Commission approval of the plat.

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

20 2. That this plat shall not be filed for record or recorded in the Office of
21 the Register of Deeds of Lancaster County and no lot shall be sold from this plat unless
22 and until said owner shall enter into a written agreement with the City which shall
23 provide as follows:

1 The owner, its successors and assigns agree:

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

5 b. To protect the remaining trees on the site during
6 construction and development.

7 c. To pay all improvement costs except those which are
8 specifically subsidized by the City as follows:

9 i. The difference in cost between an 8" water main and
10 16" water main.

11 ii. The difference in cost between an 8" sanitary sewer
12 and a 12" sanitary sewer.

13 d. To submit to lot buyers and builders a copy of the soil
14 analysis.

15 e. To complete the private improvements shown on the
16 preliminary plat.

17 f. To maintain the outlots and private improvements on a
18 permanent and continuous basis. However, the owner may be relieved and discharged
19 of this maintenance obligation upon creating in writing a permanent and continuous
20 association of property owners who would be responsible for said permanent and
21 continuous maintenance. The owner shall not be relieved of such maintenance
22 obligation until the document or documents creating said property owners association

1 have been reviewed and approved by the City Attorney and filed of record with the
2 Register of Deeds.

3 g. To continuously and regularly maintain street trees and
4 landscape screens planted on private property. However, the owner may be relieved
5 and discharged of this maintenance obligation upon incorporating such maintenance
6 obligations in permanent covenants and restrictions in deeds to such private property.
7 The owners shall not be relieved of such maintenance obligations until the permanent
8 covenants and restrictions in deeds have been reviewed and approved by the City
9 Attorney and filed of record with the Register of Deeds.

10 h. To inform all purchasers and users that the land is located
11 within the 100 year flood plain and that the lot shall be in conformance with the grading
12 plan approved with the North Creek Commercial Park Preliminary Plat No. 01003 or as
13 amended by the director of Planning. The volume of fill material brought into each lot
14 from outside the flood plain shall not exceed that shown on the approved grading plan
15 accompanying the preliminary plat.

16 i. To perpetually maintain the sidewalks in the pedestrian way
17 easements at their own cost and expense.

18 j. To relinquish direct vehicular access to Fletcher Avenue
19 from Lots 1-4, Block 1, and Lots 1-6, Block 2, except as shown.

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

22 l. To comply with the provisions of the Land Subdivision
23 Ordinance regarding land preparation.

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

3 a. A bond or an approved escrow or security agreement in the
4 sum of \$310,800.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

6 b. A bond or an approved escrow or security agreement in the
7 sum of \$38,750.00 conditioned upon the strict compliance by said owner with the
8 conditions contained in paragraph designated "Second" of Paragraph 1 of this
9 resolution.

10 c. A bond or an approved escrow or security agreement in the
11 sum of \$33,400.00 conditioned upon the strict compliance by said owner with the
12 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

13 d. A bond or an approved escrow or security agreement in the
14 sum of \$67,100.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

16 e. A bond or an approved escrow or security agreement in the
17 sum of \$172,600.00 conditioned upon the strict compliance by said owner with the
18 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

19 f. A bond or an approved escrow or security agreement in the
20 sum of \$40,000.00 conditioned upon the strict compliance by said owner with the
21 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

22 g. A bond or an approved escrow or security agreement in the
23 sum of \$148,500.00 conditioned upon the strict compliance by said owner with the

1 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
2 resolution.

3 h. A bond or an approved escrow or security agreement in the
4 sum of \$22,220.00 conditioned upon the strict compliance by said owner with the
5 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

6 i. A bond or an approved escrow or security agreement in the
7 sum of \$20,720.00 conditioned upon the strict compliance by said owner with the
8 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

9 j. A bond or an approved escrow or security agreement in the
10 sum of \$1,000.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

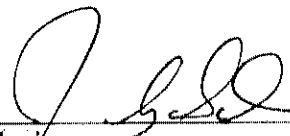
12 The bonds required above shall be subject to approval by the City
13 Attorney. In the event that said owner or its surety shall fail to satisfy the conditions
14 herein set forth within the time specified in this resolution, the City may cause the
15 required work to be performed and recover the cost thereof from said owner and its
16 surety.

17 4. Immediately upon the adoption of this resolution and receipt of the
18 written agreement required herein, the City Clerk shall cause the final plat and a
19 certified copy of this resolution together with said written agreement to be filed in the
20 office of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid
21 by said owner.

1 The foregoing Resolution was approved by the Lincoln City - Lancaster
2 County Planning Commission on this 14th day of November,
3 2001.

4 Dated this 14th day of November, 2001.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Lincoln North Creek, L.L.C., a Nebraska Limited Liability Company**, 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 **NORTH CREEK BUSINESS PARK ADDITION**; 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 **NORTH CREEK BUSINESS PARK ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for 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 those which are specifically subsidized by the City as follows:

- a. The difference in cost between an 8" water main and 16" water main.
 - b. The difference in cost between an 8" sanitary sewer and a 12" sanitary sewer.
4. The Subdivider agrees to submit to lot buyers and builders a copy of the soil analysis.
5. The Subdivider agrees to complete the private improvements shown on the preliminary plat.
6. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year flood plain and that the lot shall be in conformance with the grading plan approved with the North Creek Commercial Park Preliminary Plat No. 01003 or as amended by the director of Planning. The volume of fill material brought into each lot from outside the flood plain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.
7. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
8. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
9. The Subdivider agrees to maintain the outlots and 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.

10. The Subdivider agrees to maintain street trees and landscape screens planted on private property on a permanent and continuous basis. However, Subdivider may be relieved and discharged of this maintenance obligation upon incorporating such maintenance obligations in permanent covenants and restrictions in deeds to such private property. The Subdivider shall not be relieved of such maintenance obligations until the permanent covenants and restrictions in deeds have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

11. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

12. The Subdivider agrees to relinquish direct vehicular access to Fletcher Avenue from Lots 1-4, Block 1, and Lots 1-6, Block 2, except as shown.

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

Dated this _____ day of _____, 2001.

Lincoln North Creek, L.L.C.
a Nebraska limited liability company,

Robert Lewis
Witness

Robert D. Hampton
Robert D. Hampton
Managing Member

ATTEST:

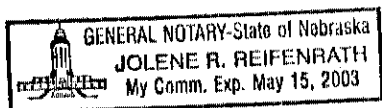
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Don E. Rose
City Clerk

Don Wesely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

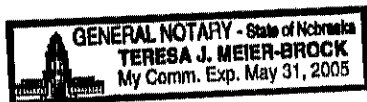
The foregoing instrument was acknowledged before me this 15th day of November, 2001, by Robert D. Hampton, Managing Member, Lincoln North Creek, L.L.C., a Nebraska limited liability company.



Jolene R. Reifsnath
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of November, 2001, by Don Wesely, 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, Teresa J. Meier-Brock, 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 **North Creek Business Park Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held Nov. 14, 2001, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 3rd day of December, 2001.

Teresa J. Meier-Brock
Deputy City Clerk

