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Dan Galte

REGISTERED DEEDS

2001 APR 16 P 2:48

LANCASTER COUNTY, NE

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BLOCK

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RESOLUTION NO. PC-00660

1 A RESOLUTION accepting and approving the plat designated as
2 **LANDMARK CORPORATE CENTER ADDITION** as an addition to the City of Lincoln, filed
3 in the 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, **North Thirty-Third L.L.C., a Nebraska Limited Liability**
7 **Company, and Lancaster County School District 001**, owners of a tract of land legally
8 described as:

9 Parcel 1: The remaining portion of Outlot "A" King Ridge 1st
10 Addition, Lot 71 I.T., Lot 73 I.T., Lot 74 I.T., and Lot 76 I.T., all
11 located in Section 6, Township 10 North, Range 7 East of the
12 6th P.M., Lancaster County, Nebraska, and more particularly
13 described as follows:

14 Commencing at the North Quarter corner of said Section 6,
15 said point being the true point of beginning; thence on an
16 assumed bearing of south 89 degrees 32 minutes 01 seconds
17 east along the north line of said Northeast Quarter, said line
18 being the north line of said Lot 74 I.T., a distance of 2081.80
19 feet to the northeast corner of said Lot 74 I.T.; thence south 19
20 degrees 48 minutes 14 seconds west along an east line of said
21 Lot 74 I.T., a distance of 308.00 feet to a point of deflection;
22 thence south 27 degrees 40 minutes 14 seconds west along
23 a southeasterly line of said Lot 74 I.T., a distance of 191.00
24 feet to a point of deflection; thence south 14 degrees 39
25 minutes 14 seconds west along the east line of said Lot 74 I.T.,
26 a distance of 430.00 feet to a point of deflection; thence south
27 20 degrees 17 minutes 14 seconds west along the east line of
28 said Lot 74 I.T., a distance of 430.00 feet to a point of
29 deflection; thence south 25 degrees 27 minutes 14 seconds
30 west along a southeasterly line of said Lot 74 I.T., a distance
31 of 216.00 feet to a point of deflection; thence south 18 degrees
32 58 minutes 46 seconds east along the east line of said Lot 74
33 I.T., a distance of 300.00 feet to a point of deflection; thence
34 south 35 degrees 32 minutes 46 seconds east along a

L71,76 SE 1/4
L73,74 NE 1/4

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1 northeasterly line of said Lot 74 I.T., a distance of 260.00 feet
2 to a point of deflection; thence south 44 degrees 52 minutes
3 46 seconds east along a northeasterly line of said Lot 74 I.T.,
4 a distance of 340.00 feet to a point of deflection; thence south
5 25 degrees 12 minutes 46 seconds east along a northeasterly
6 line of said Lot 74 I.T., a distance of 238.00 feet to a point of
7 deflection; thence south 15 degrees 52 minutes 46 seconds
8 east along the east line of said Lot 74 I.T., a distance of 131.40
9 feet to the southeast corner of said Lot 74 I.T.; thence south 89
10 degrees 20 minutes 18 seconds west along the south line of
11 said Lot 74 I.T., a distance of 247.88 feet to the northeast
12 corner of said Lot 76 I.T.; thence south 14 degrees 09 minutes
13 24 seconds east along the east line of said Lot 76 I.T., a
14 distance of 45.04 feet to a point of deflection; thence south 30
15 degrees 44 minutes 24 seconds east along a northeasterly line
16 of said Lot 76 I.T., a distance of 112.47 feet to a point of
17 deflection; thence south 18 degrees 11 minutes 27 seconds
18 east along the east line of said Lot 76 I.T., a distance of 425.18
19 feet to a southeast corner of said Lot 76 I.T.; thence south 89
20 degrees 21 minutes 45 seconds west along a south line of said
21 Lot 76 I.T., a distance of 612.60 feet to a point of deflection;
22 thence north 19 degrees 52 minutes 12 seconds west along a
23 west line of said Lot 76 I.T., a distance of 110.44 feet to a point
24 of deflection; thence south 44 degrees 39 minutes 07 seconds
25 west along a southeasterly line of said Lot 76 I.T., a distance
26 of 86.32 feet to a point of deflection; thence north 45 degrees
27 20 minutes 53 seconds west along a southwesterly line of said
28 Lot 76 I.T., a distance of 40.21 feet to a point of deflection;
29 thence south 44 degrees 39 minutes 07 seconds west along
30 the east line of said Lot 76 I.T., a distance of 11.82 feet to a
31 point of deflection; thence south 20 degrees 54 minutes 33
32 seconds west along the east line of said Lot 76 I.T., a distance
33 of 166.64 feet to a point of deflection; thence south 24 degrees
34 58 minutes 57 seconds west along the east line of said Lot 76
35 I.T., a distance of 189.53 feet to a point of deflection; thence
36 south 38 degrees 28 minutes 38 seconds west along the east
37 line of said Lot 76 I.T., a distance of 441.81 feet to a point of
38 deflection; thence south 33 degrees 31 minutes 48 seconds
39 west along the east line of said Lot 76 I.T., a distance of
40 211.58 feet to the southeast corner of said Lot 76 I.T.; thence
41 south 89 degrees 24 minutes 30 seconds west along the south
42 line of said Lot 76 I.T., a distance of 246.10 feet to a point of
43 intersection with the east right-of-way line of North 33rd Street;
44 thence along a curve in a counterclockwise direction having a
45 radius of 1050.00 feet, arc length of 281.98 feet, delta angle of

1 15 degrees 23 minutes 13 seconds, a chord bearing of north
2 13 degrees 44 minutes 11 seconds east along the east line of
3 said right-of-way, and a chord length of 281.13 feet to a point;
4 thence north 48 degrees 01 minutes 49 seconds east along a
5 southeast line of said right-of-way line, a distance of 51.24 feet
6 to a point of deflection; thence south 89 degrees 01 minutes
7 40 seconds east along a south line of said right-of-way, a
8 distance of 16.29 feet to a point of deflection; thence north 00
9 degrees 58 minutes 20 seconds east along an east line of said
10 right-of-way, a distance of 66.00 feet to a point of deflection;
11 thence north 89 degrees 01 minutes 40 seconds west along a
12 north line of said right-of-way, a distance of 14.17 feet to a
13 point of deflection; thence north 43 degrees 18 minutes 52
14 seconds west along a northeast line of said right-of-way, a
15 distance of 48.88 feet to a point of deflection; thence north 02
16 degrees 23 minutes 56 seconds east along the east line of
17 said right-of-way, a distance of 488.76 feet to a point of
18 deflection; thence north 47 degrees 00 minutes 42 seconds
19 east along a southeast line of said right-of-way, a distance of
20 49.83 feet to a point of deflection; thence south 88 degrees 22
21 minutes 32 seconds east along a south line of said right-of-
22 way, a distance of 15.44 feet to a point of deflection; thence
23 north 01 degrees 37 minutes 28 seconds east along the east
24 line of said right-of-way, a distance of 66.00 feet to a point of
25 deflection; thence north 88 degrees 22 minutes 32 seconds
26 west along a north line of said right-of-way, a distance of 14.55
27 feet to a point of deflection; thence north 42 degrees 59
28 minutes 18 seconds west along a northeast line of said right-
29 of-way, a distance of 49.16 feet to a point of deflection; thence
30 north 02 degrees 23 minutes 56 seconds east along the east
31 line of said right-of-way, a distance of 348.48 feet to a point of
32 curvature; thence along a curve in a clockwise direction having
33 a radius of 1450.00 feet, arc length of 152.65 feet, delta angle
34 of 06 degrees 01 minutes 55 seconds, a chord bearing of north
35 05 degrees 24 minutes 53 seconds east along the east line of
36 said right-of-way, and a chord length of 152.58 feet to a point;
37 thence north 54 degrees 28 minutes 11 seconds east along a
38 southeast line of said right-of-way, a distance of 56.32 feet to
39 a point of deflection; thence south 80 degrees 16 minutes 54
40 seconds east along a south line of said right-of-way, a distance
41 of 10.53 feet to a point of deflection; thence north 09 degrees
42 43 minutes 06 seconds east along the east line of said right-of-
43 way, a distance of 66.00 feet to a point of deflection; thence
44 north 80 degrees 16 minutes 54 seconds west along a north
45 line of said right-of-way, a distance of 8.77 feet to a point of

1 deflection; thence north 34 degrees 08 minutes 23 seconds
2 west along a northeast line of said right-of-way, a distance of
3 55.43 feet to a point of deflection; thence north 12 degrees 00
4 minutes 07 seconds east along the east line of said right-of-
5 way, a distance of 284.80 feet to a point of curvature; thence
6 along a curve in a counterclockwise direction having a radius
7 of 835.00 feet, arc length of 527.91 feet, delta angle of 36
8 degrees 13 minutes 26 seconds, a chord bearing of north 06
9 degrees 06 minutes 36 seconds west along the east line of
10 said right-of-way, and a chord length of 519.16 feet to a point
11 of reverse curvature; thence along a curve in a clockwise
12 direction having a radius of 300.00 feet, arc length of 41.46
13 feet, delta angle of 07 degrees 55 minutes 04 seconds, a
14 chord bearing of north 20 degrees 15 minutes 47 seconds
15 west along the east line of said right-of-way, and a chord
16 length of 41.42 feet to a point of reverse curvature; thence
17 along a curve in a counterclockwise direction having a radius
18 of 300.00 feet, arc length of 86.96 feet, delta angle of 16
19 degrees 36 minutes 30 seconds, a chord bearing of north 24
20 degrees 36 minutes 30 seconds west along the east line of
21 said right-of-way, and a chord length of 86.66 feet to a point of
22 compound curvature; thence along a curve in a counter-
23 clockwise direction having a radius of 847.00 feet, arc length
24 of 152.67 feet, delta angle of 10 degrees 19 minutes 39
25 seconds, a chord bearing of north 38 degrees 04 minutes 34
26 seconds west along a northeast line of said right-of-way, and
27 a chord length of 152.46 feet to a point; thence north 01
28 degrees 07 minutes 55 seconds west along an east line of said
29 right-of-way, a distance of 50.95 feet to a point of deflection;
30 thence north 42 degrees 09 minutes 34 seconds east along a
31 southeast line of said right-of-way, a distance of 3.64 feet to a
32 point of deflection; thence north 47 degrees 50 minutes 26
33 seconds west along a northeast line of said right-of-way, a
34 distance of 66.00 feet to a point of deflection; thence south 42
35 degrees 09 minutes 34 seconds west along a northwest line of
36 said right-of-way, a distance of 15.65 feet to a point of
37 deflection; thence south 85 degrees 47 minutes 25 seconds
38 west along a north line of said right-of-way, a distance of 50.67
39 feet to a point of deflection; thence north 50 degrees 38
40 minutes 16 seconds west along a northeast line of said right-
41 of-way, a distance of 272.55 feet to a point of curvature;
42 thence along a curve in a clockwise direction having a radius
43 of 950.00 feet, arc length of 344.69 feet, delta angle of 20
44 degrees 47 minutes 19 seconds, a chord bearing of north 40
45 degrees 14 minutes 37 seconds west along the northeast line

1 of said right-of-way and a chord length of 342.80 feet to a
2 point; thence north 18 degrees 10 minutes 59 seconds east
3 along an east line of said right-of-way, a distance of 54.74 feet
4 to a point of deflection; thence north 65 degrees 00 minutes 33
5 seconds east along a southeast line of said right-of-way, a
6 distance of 9.16 feet to a point of deflection; thence north 24
7 degrees 59 minutes 27 seconds west along an east line of said
8 right-of-way, a distance of 66.00 feet to a point of deflection;
9 thence south 65 degrees 00 minutes 33 seconds west along
10 a north line of said right-of-way, a distance of 9.69 feet to a
11 point of deflection; thence north 68 degrees 37 minutes 11
12 seconds west along a northeast line of said right-of-way, a
13 distance of 55.20 feet to a point; thence along a curve in a
14 clockwise direction, having a radius of 950.00 feet, arc length
15 of 120.68 feet, delta angle of 07 degrees 16 minutes 43
16 seconds, a chord bearing of north 17 degrees 24 minutes 11
17 seconds west along an east line of said right-of-way, and a
18 chord length of 120.60 feet to a point of tangency; thence north
19 13 degrees 45 minutes 50 seconds west along a west line of
20 said right-of-way, a distance of 453.20 feet to a point of
21 intersection with the north line of said remaining portion of
22 Outlot "A", King Ridge 1st Addition; thence south 89 degrees
23 32 minutes 57 seconds east along the north line of said
24 remaining portion of Outlot "A", said line being the north line of
25 said Northwest Quarter, a distance of 138.21 feet to the true
26 point of beginning; said tract contains a calculated area of
27 105.19 acres, or 4,581,964.27 square feet more or less;

28 and

29 Parcel 2: A portion of the remaining portion of Outlot "A", King
30 Ridge 1st Addition, Lot 71 I.T., and Lot 73 I.T., all located in
31 Section 6, Township 10 North, Range 7 East of the 6th P.M.,
32 City of Lincoln, Lancaster County, Nebraska, and more
33 particularly described as follows:

34 Commencing at the southwest corner of said Lot 71 I.T., said
35 point being the true point of beginning, said point also being on
36 the south line of the North Half of the Southeast Quarter of
37 said Section 6; thence on an assumed bearing of north 16
38 degrees 42 minutes 23 seconds west along the west line of
39 said Lot 71 I.T., a distance of 342.29 feet to a point of
40 curvature; thence along a curve in a clockwise direction having
41 a radius of 1000.00 feet, arc length of 309.56 feet, delta angle
42 of 17 degrees 44 minutes 12 seconds, a chord bearing of north

1 07 degrees 50 minutes 17 seconds west along a west line of
2 said Lot 71 I.T., and a chord length of 308.33 feet to a point of
3 tangency; thence north 01 degrees 01 minutes 49 seconds
4 east along the west line of said Lot 71 I.T., a distance of
5 690.46 feet to the northwest corner of said Lot 71 I.T., said
6 point being the southwest corner of said Lot 73 I.T.; thence
7 north 00 degrees 58 minutes 27 seconds east along the west
8 line of said Lot 73 I.T., a distance of 42.51 feet to the
9 southeast corner of the remaining portion of said Outlot "A",
10 King Ridge 1st Addition; thence south 89 degrees 20 minutes
11 39 seconds west along the south line of said remaining portion
12 of Outlot "A", a distance of 50.02 feet to the southwest corner
13 of said remaining portion of Outlot "A"; thence north 01
14 degrees 02 minutes 06 seconds east along the west line of
15 said remaining portion of Outlot "A", a distance of 1702.88 feet
16 to a point of curvature; thence along a curve in a counter-
17 clockwise direction having a radius of 950.00 feet, arc length
18 of 139.77 feet, delta angle of 08 degrees 25 minutes 48
19 seconds, a chord bearing of north 03 degrees 10 minutes 48
20 seconds west along the west line of said remaining portion of
21 Outlot "A", and a chord length of 139.65 feet to a point of
22 intersection with the south right-of-way line of North 33rd
23 Street; thence south 71 degrees 34 minutes 29 seconds east
24 along a south line of said right-of-way, a distance of 51.98 feet
25 to a point; thence along a curve in a counterclockwise direction
26 having a radius of 1050.00 feet, arc length of 391.95 feet, delta
27 angle of 21 degrees 23 minutes 17 seconds, a chord bearing
28 of south 39 degrees 56 minutes 38 seconds east along a
29 southwest line of said right-of-way, and a chord length of
30 389.68 feet to a point of tangency; thence south 50 degrees 38
31 minutes 16 seconds east along a southwest line of said right-
32 of-way, a distance of 267.67 feet to a point of deflection;
33 thence south 04 degrees 14 minutes 21 seconds east along a
34 west line of said right-of-way, a distance of 48.27 feet to a
35 point of deflection; thence south 42 degrees 09 minutes 34
36 seconds west along a northwest line of said right-of-way, a
37 distance of 14.26 feet to a point of deflection; thence south 47
38 degrees 50 minutes 26 seconds east along a southwest line of
39 said right-of-way, a distance of 66.00 feet to a point of
40 deflection; thence north 42 degrees 09 minutes 34 seconds
41 east along a southeast line of said right-of-way, a distance of
42 14.26 feet to a point of deflection; thence north 89 degrees 07
43 minutes 42 seconds east along a south line of said right-of-
44 way, a distance of 47.77 feet to a point; thence along a curve
45 in a clockwise direction having a radius of 735.00 feet, arc

1 length of 699.65 feet, delta angle of 54 degrees 32 minutes 26
2 seconds, a chord bearing of south 15 degrees 16 minutes 06
3 seconds east along a west line of said right-of-way, and a
4 chord length of 673.54 feet to a point of tangency; thence
5 south 12 degrees 00 minutes 07 seconds west along a west
6 line of said right-of-way, a distance of 26.40 feet to a point of
7 curvature; thence along a curve in a clockwise direction having
8 a radius of 300.00 feet, arc length of 60.10 feet, delta angle of
9 11 degrees 28 minutes 42 seconds, a chord bearing of south
10 17 degrees 44 minutes 28 seconds west along a west line of
11 said right-of-way, and a chord length of 60.00 feet to a point of
12 reverse curvature; thence along a curve in a counterclockwise
13 direction, having a radius of 300.00 feet, arc length of 60.10
14 feet, delta angle of 11 degrees 28 minutes 43 seconds, a
15 chord bearing of south 17 degrees 44 minutes 28 seconds
16 west along a west line of said right-of-way, and a chord length
17 of 60.00 feet to a point of tangency; thence south 12 degrees
18 00 minutes 07 seconds west along a west line of said right-of-
19 way, a distance of 136.46 feet to a point of deflection; thence
20 south 55 degrees 51 minutes 37 seconds west along a
21 northwest line of said right-of-way, a distance of 57.68 feet to
22 a point of deflection; thence south 09 degrees 43 minutes 06
23 seconds west along a west line of said right-of-way, a distance
24 of 80.00 feet to a point of deflection; thence south 80 degrees
25 16 minutes 54 seconds east along a south line of said right-of-
26 way, a distance of 15.03 feet to a point of deflection; thence
27 south 35 degrees 35 minutes 51 seconds east along a
28 southwest line of said right-of-way, a distance of 49.77 feet to
29 a point; thence along a curve in a counterclockwise direction
30 having a radius of 1550.00 feet, arc length of 163.43 feet, delta
31 angle of 06 degrees 02 minutes 28 seconds, a chord bearing
32 of south 05 degrees 25 minutes 10 seconds west along a west
33 line of said right-of-way, and a chord length of 163.35 feet to
34 a point of tangency; thence south 02 degrees 23 minutes 56
35 seconds west along the west line of said right-of-way, a
36 distance of 349.83 feet to a point of deflection; thence south
37 47 degrees 00 minutes 42 seconds west along a northwest line
38 of said right-of-way, a distance of 49.83 feet to a point of
39 deflection; thence north 88 degrees 22 minutes 32 seconds
40 west along a north line of said right-of-way, a distance of 15.44
41 feet to a point of deflection; thence south 01 degrees 37
42 minutes 28 seconds west along a west line of said right-of-way,
43 a distance of 66.00 feet to a point of deflection; thence south
44 88 degrees 22 minutes 32 seconds east along a south line of
45 said right-of-way, a distance of 14.55 feet to a point of

1 deflection; thence south 42 degrees 59 minutes 18 seconds
2 east along a southwest line of said right-of-way, a distance of
3 49.16 feet to a point of deflection; thence south 02 degrees 23
4 minutes 56 seconds west along a west line of said right-of-way,
5 a distance of 272.39 feet to a point of curvature; thence along
6 a curve in a clockwise direction having a radius of 300.00 feet,
7 arc length of 60.10 feet, delta angle of 11 degrees 28 minutes
8 42 seconds, a chord bearing of south 08 degrees 08 minutes
9 17 seconds west along a west line of said right-of-way, and a
10 chord length of 60.00 feet to a point of reverse curvature;
11 thence along a curve in a counterclockwise direction having a
12 radius of 300.00 feet, arc length of 60.10 feet, delta angle of 11
13 degrees 28 minutes 42 seconds, a chord bearing of south 08
14 degrees 08 minutes 17 seconds west along the west line of
15 said right-of-way, and a chord length of 60.00 feet to a point of
16 tangency; thence south 02 degrees 23 minutes 56 seconds
17 west along a west line of said right-of-way, a distance of 96.88
18 feet to a point of deflection; thence south 47 degrees 23
19 minutes 56 seconds west along a northwest line of said right-
20 of-way, a distance of 49.50 feet to a point of deflection; thence
21 north 87 degrees 36 minutes 04 seconds west along a north
22 line of said right-of-way, a distance of 3.00 feet to a point of
23 deflection; thence south 02 degrees 23 minutes 56 seconds
24 west along a west line of said right-of-way, a distance of 66.00
25 feet to a point of deflection; thence south 87 degrees 36
26 minutes 04 seconds east along a south line of said right-of-
27 way, a distance of 14.43 feet to a point of deflection; thence
28 south 41 degrees 04 minutes 41 seconds east along a
29 southwest line of said right-of-way, a distance of 48.16 feet to
30 a point of deflection; thence along a curve in a clockwise
31 direction having a radius of 950.00 feet, arc length of 272.84
32 feet, delta angle of 16 degrees 27 minutes 20 seconds, a
33 chord bearing of south 14 degrees 43 minutes 42 seconds
34 west along a west line of said right-of-way, and a chord length
35 of 271.91 feet to a point of tangency; thence south 22 degrees
36 57 minutes 21 seconds west along a west line of said right-of-
37 way, a distance of 15.45 feet to a point of intersection with the
38 south line of said Lot 71 I.T.; thence south 89 degrees 24
39 minutes 30 seconds west along the south line of said Lot 71
40 I.T., a distance of 402.39 feet to the true point of beginning;
41 said tract contains a calculated area of 43.90 acres, or
42 1,912,302.29 square feet more or less;

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

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

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

5 1. That the plat of **LANDMARK CORPORATE CENTER ADDITION** as an
6 addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of
7 said City by **North Thirty-Third L.L.C., a Nebraska Limited Liability Company, and**
8 **Lancaster County School District 001** as owners is hereby accepted and approved, and
9 said owners are given the right to plat said **LANDMARK CORPORATE CENTER**
10 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
11 approval are conditioned upon the following:

12 First: That said owners shall at their own cost and expense pay for all
13 labor, material, engineering, and inspection costs in connection with the construction of
14 street improvements, including the grading, paving, and installation of curb and gutter, curb
15 inlets, and storm drain laterals for all streets as shown on the approved final plat. The
16 construction shall be completed within two years following Planning Commission approval
17 of this final plat.

18 Second: That said owners shall at their own cost and expense pay
19 for all labor, material, engineering, and inspection costs in connection with the construction
20 of street improvements, including the grading, paving, and installation of curb and gutter,
21 curb inlets, and storm drain laterals for all private roadways as shown on the approved final
22 plat. The construction shall be completed within two years following Planning Commission
23 approval of this final plat.

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

5 Fourth: That said owners shall at their own cost and expense pay for
6 all labor, material, engineering, and inspection costs in connection with the construction of
7 the 8 foot wide pedestrian way sidewalk along the east boundary of Outlot "B" and Block
8 2 within this subdivision as shown on the final plat. The construction shall be completed
9 at the same time that North 33rd Street within this final plat is paved.

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

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

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

1 Eighth: That said owners shall at their own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the installation of
3 an ornamental street lighting system as required by the preliminary plat for all streets
4 shown on this final plat. The construction shall be completed within two years following
5 Planning Commission approval of this final plat.

6 Ninth: That said owners shall at their own cost and expense pay for
7 all labor, material, engineering, and inspection costs in connection with the installation of
8 an ornamental street lighting system as required by the preliminary plat for all private
9 roadways within this plat as shown on this final plat. The construction shall be completed
10 within two years following Planning Commission approval of this final plat.

11 Tenth: That said owners shall at their own cost and expense pay for
12 all labor, material, and related costs in connection with the installation of street trees as
13 shown on this final plat. The planting shall be completed within four years following
14 Planning Commission approval of this final plat.

15 Eleventh: That said owners shall at their own cost and expense pay
16 for all labor, material, and related costs in connection with the installation of street name
17 signs as approved by the Public Works Department. This installation shall be completed
18 within two years following Planning Commission approval of this final plat.

19 Twelfth: That said owners shall at their own cost and expense pay for
20 all labor, material, engineering, and inspection costs in connection with the placing of
21 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
22 lot staking shall be completed before construction on or conveyance of any lot shown in
23 this final plat.

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

5 The owners, their successors and assigns agree:

6 a. To submit to the Director of Public Works an erosion control
7 plan.

8 b. To protect the remaining trees on the site during construction
9 and development.

10 c. To pay all improvement costs except those costs the City
11 Council specifically subsidizes as follows:

12 i. All costs beyond those for an 8" equivalent water main
13 pipe for the water pipe in North 33rd Street.

14 ii. All costs beyond those specified in the annexation
15 agreement to construct additional lanes in North 33rd
16 Street.

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

19 e. To complete the private improvements shown on the preliminary
20 plat.

21 f. To maintain the street trees, landscape screens, the four foot
22 sidewalks in the pedestrian way (trail) easements, outlots and private improvements on a
23 permanent and continuous basis. However, the owners may be relieved and discharged

1 of this maintenance obligation upon creating in writing a permanent and continuous
2 association of property owners who would be responsible for said permanent and
3 continuous maintenance. The owners shall not be relieved of such maintenance obligation
4 until the document or documents creating said property owners association have been
5 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

6 g. To relinquish the right of direct vehicular access to North 33rd
7 Street from Lots 1 and 2, Block 1, Lots 1 and 3, Block 2, Lots 1 and 3, Block 3, Lot 1, Block
8 4, Lots 2, 3, and 4, Block 5, and Lots 2, 3, 4, 5, and 8, Block 6.

9 h. To comply with the provisions of the Land Subdivision
10 Ordinance regarding land preparation.

11 i. To inform all purchasers and users that the land is located
12 within the 100-year flood plain and that the grading of the lot shall be in conformance with
13 the grading plan approved with the Landmark Corporate Center Preliminary Plat No. 99021
14 or as amended by the Director of Planning. The volume of fill material brought into each
15 lot from outside the flood plain shall not exceed that shown on the approved grading plan
16 accompanying the preliminary plat.

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

19 3. That said owners shall, prior to adoption of this resolution, execute and
20 deliver to the City of Lincoln:

21 a. A bond or an approved escrow or security agreement in the
22 sum of \$137,000.00 conditioned upon the strict compliance by said owners with the
23 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

1 b. A bond or an approved escrow or security agreement in the
2 sum of \$131,700.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

4 c. A bond or an approved escrow or security agreement in the
5 sum of \$101,700.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

7 d. A bond or an approved escrow or security agreement in the
8 sum of \$59,500.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

10 e. A bond or an approved escrow or security agreement in the
11 sum of \$109,000.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

13 f. A bond or an approved escrow or security agreement in the
14 sum of \$206,000.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

16 g. A bond or an approved escrow or security agreement in the
17 sum of \$312,600.00 conditioned upon the strict compliance by said owners with the
18 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

19 h. A bond or an approved escrow or security agreement in the
20 sum of \$27,000.00 conditioned upon the strict compliance by said owners with the
21 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

1 i. A bond or an approved escrow or security agreement in the
2 sum of \$9,000.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

4 j. A bond or an approved escrow or security agreement in the
5 sum of \$77,440.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

7 k. A bond or an approved escrow or security agreement in the
8 sum of \$575.00 conditioned upon the strict compliance by said owners with the conditions
9 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

10 l. A bond or an approved escrow or security agreement in the
11 sum of \$2,900.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Twelfth" of Paragraph 1 of this resolution.


13 The bonds required above shall be subject to approval by the City Attorney.
14 In the event that said owners or their surety shall fail to satisfy the conditions herein set
15 forth within the time specified in this resolution, the City may cause the required work to be
16 performed and recover the cost thereof from said owners and their 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 certified
19 copy of this resolution together with said written agreement to be filed in the office of the
20 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said
21 owners.

22 The foregoing Resolution was approved by the Lincoln City - Lancaster
23 County Planning Commission on this 7th day of March, 2001.

1 Dated this 7th day of March, 2001.

ATTEST:



Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **North Thirty-Third L.L.C., a Nebraska Limited Liability Company, and Lancaster County School District 001** 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 **LANDMARK CORPORATE CENTER 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 **LANDMARK CORPORATE CENTER ADDITION**, 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 protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to pay all improvement costs except those costs the City Council specifically subsidizes as follows:
 - a. All costs beyond those for an 8" equivalent water main pipe for the water pipe in North 33rd Street.

b. All costs beyond those specified in the annexation agreement to construct additional lanes in North 33rd Street.

4. The Subdivider agrees to submit to lot buyers and home 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 relinquish the right of direct vehicular access to North 33rd Street from Lots 1 and 2, Block 1, Lots 1 and 3, Block 2, Lots 1 and 3, Block 3, Lot 1, Block 4, Lots 2, 3, and 4, Block 5, and Lots 2, 3, 4, 5, and 8, Block 6.

7. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

8. The Subdivider agrees to inform all purchasers and users that the land is located within the 100-year flood plain and that the grading of the lot shall be in conformance with the grading plan approved with the Landmark Corporate Center Preliminary Plat No. 99021 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.

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.

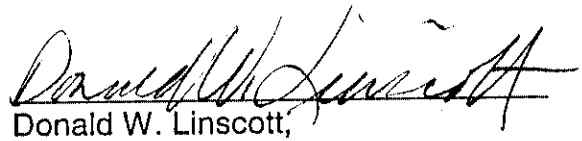
10. The Subdivider agrees to maintain the street trees, landscape screens, the four foot sidewalks in the pedestrian (trail) easements, the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be

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.

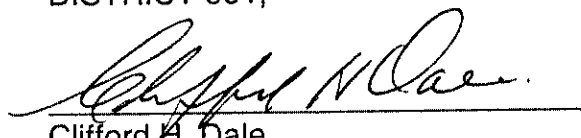
13. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 19th day of March, 2001.

NORTH THIRTY-THIRD L.L.C.
a Nebraska limited liability company,

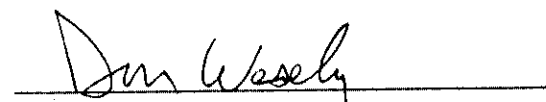

Donald W. Linscott,
Managing Member

LANCASTER COUNTY SCHOOL
DISTRICT 001,


Clifford H. Dale
Associate Superintendent

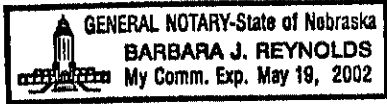
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Joan E. Reas
City Clerk


Don Weseley
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

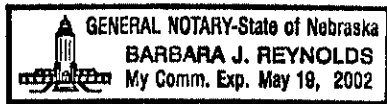
The foregoing instrument was acknowledged before me this 19th day of March, 2001, by Donald W. Linscott, Managing Member, on behalf of North Thirty-Third L.L.C., a Nebraska limited liability company.



Barbara J. Reynolds
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

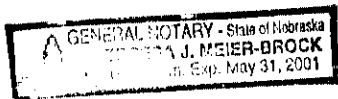
The foregoing instrument was acknowledged before me this 19th day of March, 2001, by Clifford H. Dale, Associated Superintendent of Lancaster County School District 001 aka Lincoln Public Schools) a Nebraska school district.



Barbara J. Reynolds
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of April, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



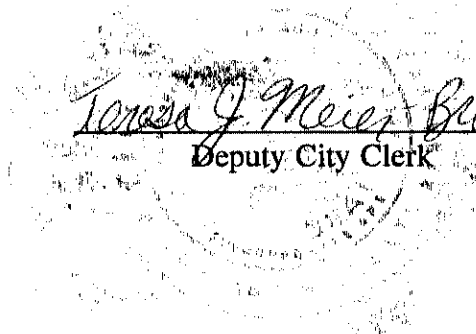
Teresa J. Meier-Brock
Notary Public

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 **Lanckmark Corporate Center Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held March 7, 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 16th day of April, 2001.


Teresa J. Meier Brock
Deputy City Clerk