

#11250

Dan Jolte

REGISTER OF DEEDS

2001 AUG 14 P 4: 04

LANCASTER COUNTY, NE

INST. NO. 0001

046265

BLOCK

CODE

LA CODE

CHECKED

ENTERED

EDITED

RESTRICTIVE COVENANTS

(Landmark Corporate Center)

North Thirty-Third LLC, a Nebraska limited liability company (the "Owner"), is the owner of the real estate described as follows and shown on the attached Exhibit "A" (the "Property"):

Block 1, Lots 1-2, Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;
Block 2, Lots 1-3, Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;
Block 3, Lots 1-3, Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;
Block 4, Lots 1-2, Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;
Block 5, Lots 1-5, Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;
Block 6, Lots 1-8, Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;
Outlot "B", Landmark Corporate Center Addition, Lincoln, Lancaster, County, Nebraska;
Outlot "D", Landmark Corporate Center Addition, Lincoln, Lancaster County, Nebraska;

WHEREAS, the Owner has platted the Property via the appropriate platting process through the City of Lincoln, Nebraska, said final plat known as "Landmark Corporate Center Addition," filed April 16, 2001 as Inst. No. 01-018500 with the Lancaster County Register of Deeds;

WHEREAS, Landmark Corporate Center Association, Inc., a Nebraska nonprofit corporation, has been formed in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Property and administering and maintaining the Improvements (as hereinafter defined);

WHEREAS, the Owner desires to (i) ensure the orderly and proper development, maintenance, and use of the Property, in order to protect and preserve the overall character of the Property and its neighborhood in accordance with Owner's desires to develop a quality employment center, (ii) enhance and protect the value, attractiveness, and desirability of the Lots (as hereinafter defined) constituting the Property, (iii) provide and maintain a uniform set of rules, regulations, and restrictions concerning the construction and use of any structures on the Property, and (iv) provide for the maintenance of the Improvements;

NOW, THEREFORE, the Owner does hereby create, establish, adopt, and impose the following covenants, restrictions, and conditions on the Property:

Scudder Law Firm
P.O. Box 81277
Lincoln Ne 68501

1. DEFINITIONS

For purposes of these Restrictive Covenants, unless the context otherwise requires, the following terms shall have the following meanings:

"Assessment Group" – shall have the meaning set forth in Section 4.4.

"Association" - Landmark Corporate Center Association, Inc., a Nebraska nonprofit corporation, established for the purpose of enforcing and maintaining compliance with these Covenants and maintaining the Improvements.

"Covenants" - these Restrictive Covenants as modified or amended in accordance herewith.

"Improvements" - shall have the meaning set forth in Section 3.1.

"Lots" or "Lot" - those lots indicated on the Plat and any additional lots created by the subdivision and platting of Outlot B or Outlot D; provided, however, until such time as Outlot B and/or Outlot D are final platted into lots, Outlot B and/or Outlot D shall be deemed (for purposes of these Covenants) to be Lots and as such shall be subject to assessments and other obligations imposed by these Covenants and shall entitle the owners thereof to membership in the Association.

"Lot Owner" - every person or entity that becomes a titleholder of record of a fee or undivided fee interest in any Lot located in the Property.

"Maintenance" or "maintenance" or "maintain" – shall include the obligations to repair, maintain, replace and administer, as described in Section 3.4.

"Owner" - shall have the meaning set forth in the first paragraph above.

"Plans" - shall have the meaning set forth in Section 6.1.

"Plat" - the final plat for the Property, said final plat known as "Landmark Corporate Center Addition," filed April 16, 2001 as Inst. No. 01-018500 with the Lancaster County Register of Deeds, and all subsequent replats and amendments thereto.

"Property" – shall have the meaning set forth in the first paragraph above.

"Private Roadway" or "Private Roadways" – those private roadways show on the Plat and any additional private roadways created by the subdivision and platting of Outlots B and D.

"Use Permit" - shall refer to City of Lincoln, Nebraska Use Permit No. 123 adopted February 28, 2000, by the Lincoln City Council and filed March 17, 2000 with the Lancaster County Register of Deeds as Inst. No. 2000-010852, and any subsequent amendments thereto.

2. ASSOCIATION

2.1 **MEMBERSHIP:** Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2.2 **VOTING RIGHTS:** The Association shall have two (2) classes of voting membership as follows:

Class A. Class A membership shall include all Lot Owners except the Owner, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves; however, each Lot shall only be entitled to one (1) vote.

Class B. The Class B member shall be the Owner, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

3. IMPROVEMENTS

3.1 **IMPROVEMENTS:** The following privately-owned improvements to the Property shall comprise the improvements contemplated by these Covenants ("Improvements"): the Private Roadways, the street lighting along the Private Roadways, the pedestrian way shown on the Plat across Outlot B, the street trees referred to in Section 7.4, the landscape screens referred to in Section 7.5, and the sidewalks referred to in Section 7.10. The Owner shall install at its expense the following initial privately-owned improvements to the Property: the Private Roadways, the street lighting along the Private Roadways, and the pedestrian way shown on the Plat across Outlot B. Each Lot Owner shall install at its expense the following initial privately-owned improvements to each respective Lot owned by such Lot Owner: street trees, landscape screens (if any), and sidewalks. The following charts show the allocation of responsibility for the Improvements:

<i>Initial installation of:</i>	<i>Owner</i>	<i>Lot Owner</i>
Private Roadways	X	
Street Lighting	X	
Pedestrian Way (Trail)	X	
Street Trees		X
Landscape Screens		X
Sidewalks		X

<i>Maintenance & replacement of:</i>	<i>Lot Owner</i>	<i>Assessment Group (each cul de sac)</i>	<i>Association</i>
Private Roadways		X	
Street Lighting		X	
Pedestrian Way (Trail)			X
Street Trees	X		
Landscape Screens	X		
Sidewalks	X		

3.2 **CONTROL OF IMPROVEMENTS BY ASSOCIATION:** The Improvements shall be subject to the control and management of the Association through its Board of Directors. The Association shall have the right from time-to-time to establish, revoke, modify, and enforce reasonable rules and regulations with respect to all or any part of the Improvements.

3.3 **MAINTENANCE OF IMPROVEMENTS:** The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Improvements, as provided in these Covenants. Covenants providing for maintenance by the Association or by an Assessment Group shall be satisfied by the payment of assessments for the costs of administration and maintenance of the Improvements. Covenants providing for maintenance by each Lot Owner shall be satisfied by direct performance.

3.4 **COSTS OF ADMINISTRATION AND MAINTENANCE OF IMPROVEMENTS:** The costs of administration and maintenance of the Improvements shall mean the total cost and expense incurred by the Association in operating, maintaining, repairing, and replacing the Improvements. Such costs may include, without limitation, snow and ice removal, utility bills for street lighting, liability insurance, cost of postage, photocopies, telephone, and fax charges, or other expenses and personnel required to provide such services and management, together with a reasonable charge for overhead, or amounts paid to independent contractors for any or all of such services. The Association shall keep accurate records of the costs associated with the administration and maintenance of the Improvements for the purpose of making assessments as provided by these Covenants.

4. ASSESSMENTS

4.1 **DETERMINATION OF ASSESSMENTS:** The Board of Directors of the Association shall fix and levy the assessments. The Board of Directors of the Association shall have the sole authority to determine the need for, and to fix and levy assessments, even when only particular Assessment Groups may be assessed at any given time. Assessments shall be determined in accordance with Section 4.4. Assessments may be regular or special and payable in such periodic installments as the Board of Directors shall determine. Each member's regular assessment shall be determined on an annual basis for each fiscal year, prorating fractional years.

4.2 **PAYMENT:** Members shall pay assessments to the Association as billed. An estimate of the Association's cost for administration and maintenance of the Improvements shall be made annually and, at the option of the Board of Directors, each member shall pay one-fourth of the estimated annual assessment per quarter in advance within thirty (30) days of the date of the statement, which

shall be the due date. The bylaws of the Association shall detail more specifically the assessment procedure. Each such assessment shall be the personal obligation of the person who was the Lot Owner at the due date of the assessment, if not paid by such due date shall bear interest at the rate then being charged by Lancaster County for delinquent taxes until paid, and, when shown of record, shall be a lien upon the Lot.

4.3 **LIEN OF ASSESSMENTS:** The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.

4.4 **ALLOCATION OF ASSESSMENTS:** *Allocation of Private Roadways and street lighting by cul de sac:* Costs for maintenance of each of the Private Roadways shall be assessed against, and be the sole responsibility of, the Lots directly bordering each of the Private Roadways. Each group of Lots directly bordering a Private Roadway located within the Property (each an "Assessment Group") shall allocate the maintenance costs associated with that Private Roadway among the Lots in the Assessment Group according to the percentage the square footage of each Lot in the Assessment Group bears to the total square footage of all the Lots in the Assessment Group. The maintenance costs for each Private Roadway shall include costs for street lighting servicing the Private Roadway and a pro rata amount of the total administrative costs incurred by the Association for the maintenance of all the Private Roadways located within the Property. *Allocation of pedestrian walkway to the Association:* Costs for maintenance of the pedestrian walkway in Outlot B shall be allocated among all the Lots located in the Property according to the percentage the square footage of each Lot in the Property bears to the total square footage of all the Lots in the Property. For purposes of this paragraph 4.4, Lot square footage shall be determined in accordance with the Plat.

5. USE PERMIT

5.1 **USE PERMIT:** No Lot within the Property shall be used other than as designated under the Use Permit. Lot Owners shall comply with the provisions of the Use Permit as they pertain to each such Lot. All buildings and improvements within the Property shall be constructed in conformity with the applicable zoning and building codes and design standards of the City of Lincoln, Nebraska, and in conformity with the Plans approved pursuant to Section 6.1 of these Covenants.

5.2 **AMENDMENTS TO USE PERMIT OR FINAL PLAT:** Owner shall have the right at any time to amend the Use Permit or the Plat for the Property. Lot Owners other than the Owner may not amend the Use Permit without the prior written consent of the Owner or, if the Owner has transferred its Section 6.1 rights to the Association, the Association. Members of the Association covenant not to object to any amendment of the Use Permit or the Plat, provided the amendment does not change the approved use for their Lot without their consent. Owner shall have the right to alter the Lot configurations in any plat amendment within the Use Permit. Upon approval by the City of Lincoln, Nebraska of any amendment to the Use Permit or the Plat, the amended document, including the amended use, permitted building area, or Lot configuration, shall govern interpretation of these Covenants.

6. ARCHITECTURAL CONTROL

6.1 ARCHITECTURAL CONTROL; APPROVAL OF PLANS: Plans for any building or other temporary or permanent exterior improvement, including advertising devices, signage, lighting, fences, exterior remodeling, color scheme, glass color, reconstruction, or additions, shall be submitted to the Owner and shall show the design, size, and exterior material for the roof, building, or improvement and the plot plan and landscape plan for the Lot ("Plans"). One set of the approved Plans shall be left on permanent file with the Owner. Construction of the building or improvement shall not be commenced unless written approval of the Plans has been secured from the Owner. Written approval or disapproval of the Plans shall be given by the Owner within thirty (30) days after the receipt thereof. The Owner shall have the exclusive right to disapprove the Plans if, in the Owner's opinion, the Plans do not conform to the general standard of development in the Property. Upon disapproval, a written statement of the grounds for disapproval shall be provided. The rights and duties of the Owner under this paragraph, except as to Lots of which the Owner is the titleholder, shall be assigned to the Association after buildings have been placed or constructed upon three-fourths of the Lots within the Property.

6.2 PLAN APPROVAL STANDARDS - DESIGN COVENANTS: The minimum standards to be applied in the review of Plans for all buildings and improvements constructed, remodeled, or reconstructed within the Property are established in certain design covenants adopted by the Owner. These design covenants are on file with the Owner and shall be available for review by all Lot Owners, mortgagees, and prospective Lot Owners. Owner reserves the right, on behalf of itself, its successors and assigns, and the Association, to revise and amend the design covenants subject to the written approval of the holders of two-thirds of the cumulative total of voting rights established without regard to class of membership. Temporary construction offices/trailers and temporary equipment storage structures shall not be subject to the design covenants.

6.3 USE RESTRICTIONS ON CERTAIN LOTS: *No convenience store uses*: Except for Lot 2, Block 1, Landmark Corporate Center Addition, no convenience or similar stores shall be constructed or permitted to operate on any Lot within the Property. *No fast food or bank uses*: No fast food or bank uses shall be permitted on any of the following Lots or Outlots within the Property: Lots 3, 4, or 5, Block 5; Lots 4, 5, 6, 7 or 8, Block 6; Outlot B; and Outlot D.

7. CONSTRUCTION & MAINTENANCE - LOTS

7.1 COMPLETION OF CONSTRUCTION; OPTION TO REPURCHASE: Any building or other improvement placed or constructed upon any Lot within the Property shall be completed within two (2) years after the commencement of construction. In the event construction does not occur within three (3) years from the date title to a Lot is transferred by the Owner, the Owner, or its successors and assigns, shall have the option to repurchase the Lot for the amount paid to Owner for the Lot. Owner may exercise the option by sending written notice to the then titleholder of the Lot.

7.2 EXTERIOR MAINTENANCE: Each member of the Association and each Lot Owner, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain their Lot and improvements thereon in a neat and attractive manner and in accordance with these Covenants. The Association may adopt from time-to-time minimum exterior maintenance standards to establish the minimum acceptable standards for satisfaction of this covenant.

7.3 SPRINKLER SYSTEMS: All Lots within the Property shall have an underground sprinkler system installed on the Lot by the Lot Owner prior to seeding or sodding the Lot. The Owner shall have the right to name the designer of the sprinkler system to assure continuity and compatibility of the individual systems with the overall system of water distribution. Plans for the sprinkler system shall be approved by the Owner prior to installation in accordance with Section 6.1 of these Covenants. The Lot Owners are responsible for maintaining and repairing the underground sprinkler systems on their respective Lots.

7.4 LANDSCAPING: A landscape plan shall be submitted to the Owner as a requirement of Section 6.1 of these Covenants. The plan must meet or exceed the landscape requirements of the City of Lincoln, Nebraska, and shall provide for the planting of street trees as required by the Use Permit; which obligation to plant and maintain street trees is expressly assumed by the Lot Owner. The landscaping shall be commensurate with the area of the Lot and the size of any building to be constructed. No landscaping will be installed or preparatory work undertaken until the Owner has approved the landscaping plan in writing, including all appropriate phasing. The Lot Owner of each Lot submitting a landscaping plan hereby consents to allow the Owner to submit said plans to the Owner's landscaping contractor of choice to enable such contractor to submit a bid to the Lot Owner of the Lot for the landscaping contemplated under the landscaping plan. Within six (6) months after the completion of construction on any Lot within the Property, the Lot Owner of each Lot shall have installed, and thereafter shall continually maintain any landscaping required under the terms of these Covenants, the Use Permit, or the Plans for the Lot. All Lot Owners shall be responsible for maintaining the landscaping in an attractive and healthy manner. These responsibilities include, but are not limited to: watering, weeding, trimming, and replanting.

7.5 MAINTENANCE OF LANDSCAPE SCREENS: The Lot Owner of each Lot within the Property upon which a landscape screen is installed, whether composed of structural or live plant material as required by the City of Lincoln, Nebraska, shall maintain the screen.

7.6 EROSION CONTROL: During construction on any Lot in the Property, the Lot Owner shall control soil erosion in accordance with City of Lincoln, Nebraska requirements, including, but not limited to, the use of an erosion control mat, straw bales, and fencing.

7.7 GRADING: The Owner shall have the exclusive right to establish grades and slopes of all Lots within the Property and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Property.

7.8 OUTSIDE STORAGE: No materials that could potentially harm the wetlands or the soil will be permitted to be stored outside on any Lot. No other storage of materials outside on a Lot shall be permitted except upon the prior written approval of the Owner and the maintaining of appropriate screening that is in compliance with City of Lincoln health and building codes and design standards, and that has been approved by Owner pursuant to Section 6.1 of these Covenants.

7.9 SIGNAGE: Signage shall be subject to written approval by the Owner pursuant to Section 6.1 of these Covenants and shall conform to the City of Lincoln design standards. Signage will be reviewed to coordinate consistent scale and location on each building type. However, the Owner may erect signs advertising Lots for sale within the Property, and a sign advertising a single Lot for sale may be erected upon any Lot within the Property.

7.10 SIDEWALKS: Each Lot Owner hereby assumes any and all responsibility for the construction and installation of public sidewalks parallel to each street or Private Roadway which abuts the Lot or Lots owned by the Lot Owner. All such sidewalks shall be constructed and paid for by such Lot Owner upon the earlier of: (i) construction of any building on the Lot or (ii) the date required by the City of Lincoln, Nebraska.

7.11 SPECIFIC ASSESSMENTS: In the event a Lot Owner fails to maintain a Lot according to the requirements of these Covenants, the Association may, upon ten (10) days' written notice to the Lot Owner, maintain the Lot and any improvements thereon as required by these Covenants and shall have the right to enter upon any Lot, at reasonable times, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a ten percent (10%) administrative fee, shall be paid by the Lot Owner to the Association within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of maintenance and administrative fees shall be specifically assessed against the Lot, shall bear interest at the rate then being charged by Lancaster County for delinquent taxes until paid, and, when shown of record, shall be a lien upon the Lot.

8. EASEMENTS

8.1 PRIVATE ROADWAY AND ACCESS EASEMENTS: The access easements and the pedestrian way easements over the Property shown on the Plat shall be used for public access and the public is granted the right of such use.

8.2 NO BUILDING IN UTILITY OR DRAINAGE EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with, or change the direction of flow of drainage facilities in the easements. No building or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Owner, and its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

8.3 MAINTENANCE: The easement area of each Lot and all improvements therein shall be continuously maintained by the Lot Owner of such Lot, except for improvements or maintenance for which a public authority or utility company is responsible. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Lot Owner thereof, to enter upon any such Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

9. MISCELLANEOUS; ENFORCEMENT

9.1 AMENDMENTS: These Covenants may be terminated or modified, in writing, by the holders of two-thirds of the cumulative total of voting rights established without regard to class of membership at any time. However, any instrument amending, modifying, abrogating, or canceling these Covenants pertaining to the structure, existence, or financing of the Association must be approved by the City Attorney's Office in writing and recorded before it shall be effective.

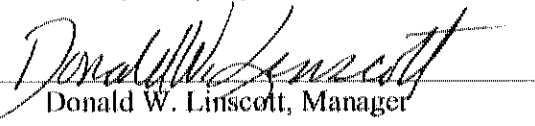
9.2 NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Lot within the Property, nor anything which is or may become an annoyance or nuisance to neighbors or which endangers the health or unreasonably disturbs the quiet of the occupants of the adjoining Lots.

9.3 ENFORCEMENT: The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by any of the following against any person or persons violating or attempting to violate any provisions hereof: (i) the Owner, the Association, or any Lot Owner, or (ii) if the proceedings are to enforce the covenants regarding maintenance of the Improvements, the City of Lincoln. Such proceedings may be to restrain such violations or to recover damages, and may also be instituted to enforce any lien or obligation created hereby. If the Owner, Association, Lot Owner, or City of Lincoln in any action to enforce these Covenants is successful, they shall be entitled to an award of reasonable attorney's fees and court costs. Failure by the Association, any member thereof, or the City of Lincoln to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. In the event the Association is dissolved, the Lot Owners shall remain jointly and severally liable for the cost of maintenance of the Improvements as provided in these Covenants.

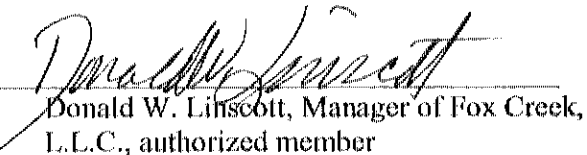
9.4 SEVERABILITY: Invalidity of any one of these covenants, restrictions, conditions, easements, or reservations by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.5 DURATION: These Covenants shall run with the land and shall be binding upon the Owner, the Association, the Lot Owners, and all persons claiming title through chain of title from any Lot Owner.

North Thirty-Third LLC, a Nebraska
limited liability company

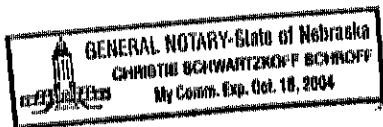
By: 
Donald W. Linscott, Manager

Landstar L.L.C., a Nebraska limited liability
company; Owner of Lot 2, Block 1, Landmark
Corporate Center Addition

By: 
Donald W. Linscott, Manager of Fox Creek,
L.L.C., authorized member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

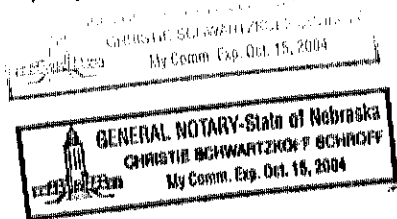
The foregoing instrument was acknowledged before me this 16th day of July 2001, by Donald W. Linscott, Manager of North Thirty-Third LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Christie Schwartzkopf Schreff
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14th day of Aug. 2001, by Donald W. Linscott, Manager of Fox Creek, L.L.C., authorized member of Landstar L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Christie Schwartzkopf Schreff
Notary Public

APPROVAL BY CITY

The foregoing Covenants are hereby approved by the City of Lincoln, Nebraska for the limited purposes of consenting to the transfer of maintenance responsibility for the Improvements from Owner to the Association as provided for in the final plat of Landmark Corporate Center Addition and in Use Permit No. 123.

CITY OF LINCOLN

By: _____

Ernest R. Peo III
Ernest R. (Rick) Peo III
Chief Assistant City Attorney

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12 day of July, 2001, by Ernest R. (Rick) Peo III, Chief Assistant City Attorney, City of Lincoln, Nebraska, a Nebraska municipal corporation, on behalf of the corporation.



Patricia J. Bass

Notary Public

**LANDMARK CORPORATE
CENTER ADDITION**
FINAL PLAT

FINAL PLAT

INDEX OF SHEETS

SHEET 1: COVER SHEET

SHEETS 2-6: PLAT SHEETS

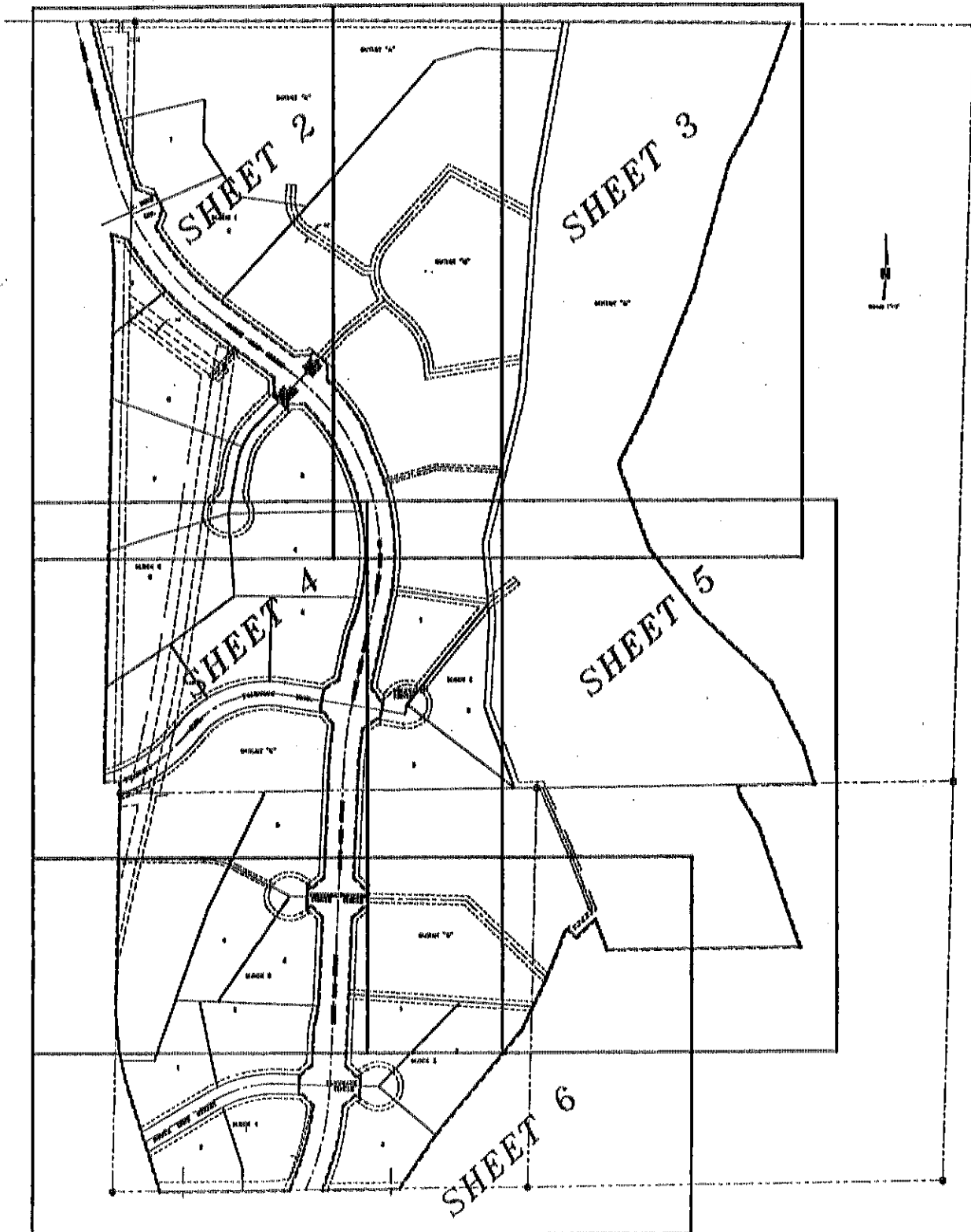
SHEET 7: SURVEYORS CERTIFICATE

SHEET 8: SURVEYORS CERTIFICATE

SHEET 8: DEDICATION, ACKNOWLEDGMENTS, LIENHOLDERS CONSENT AND PLANNING COMMISSION APPROVAL

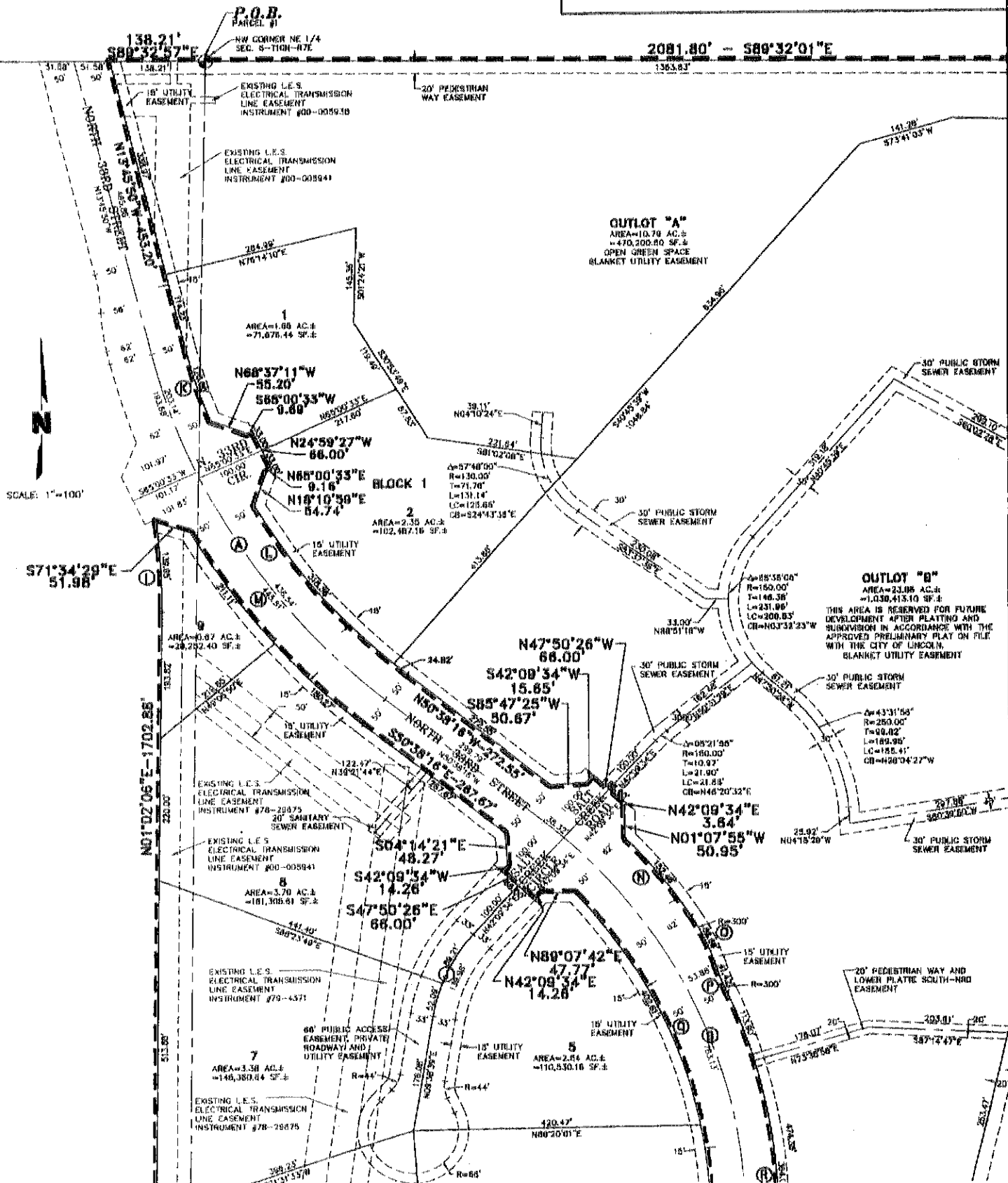
EXHIBIT A

to Restrictive Covenants
Landmark Corporate Center
(9 pages)

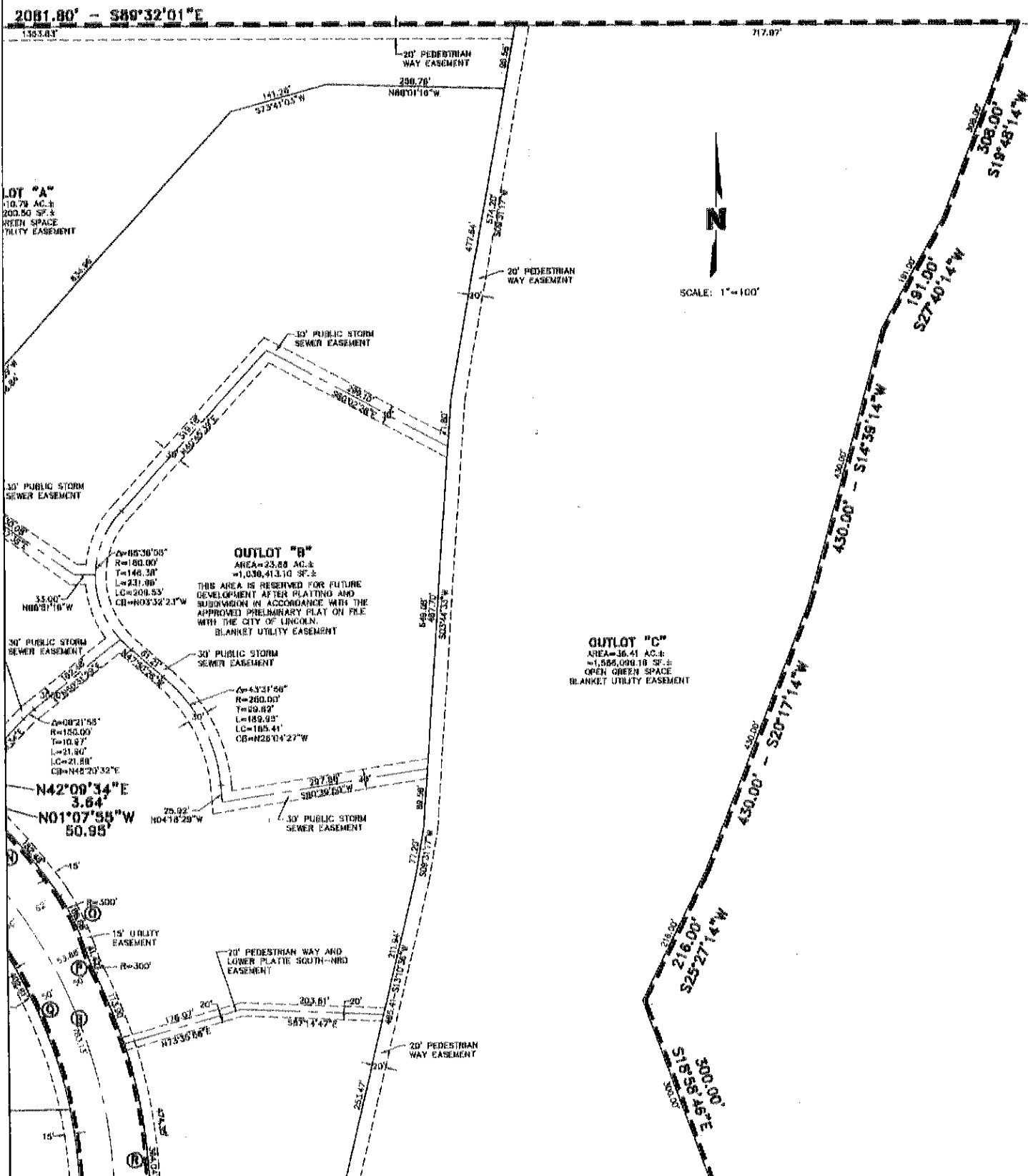


LANDMARK CORPORATE CENTER ADDITION

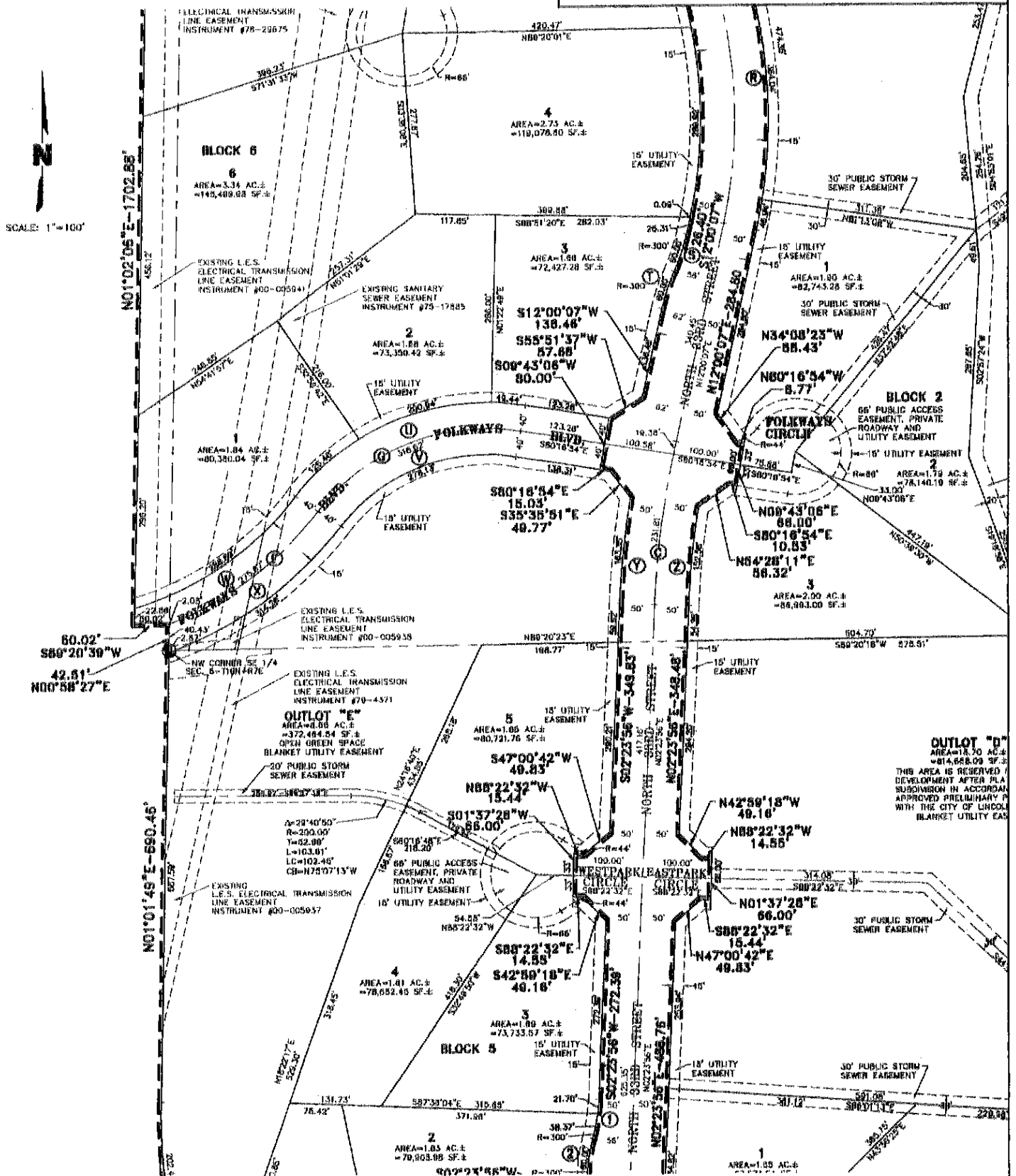
FINAL PLAT



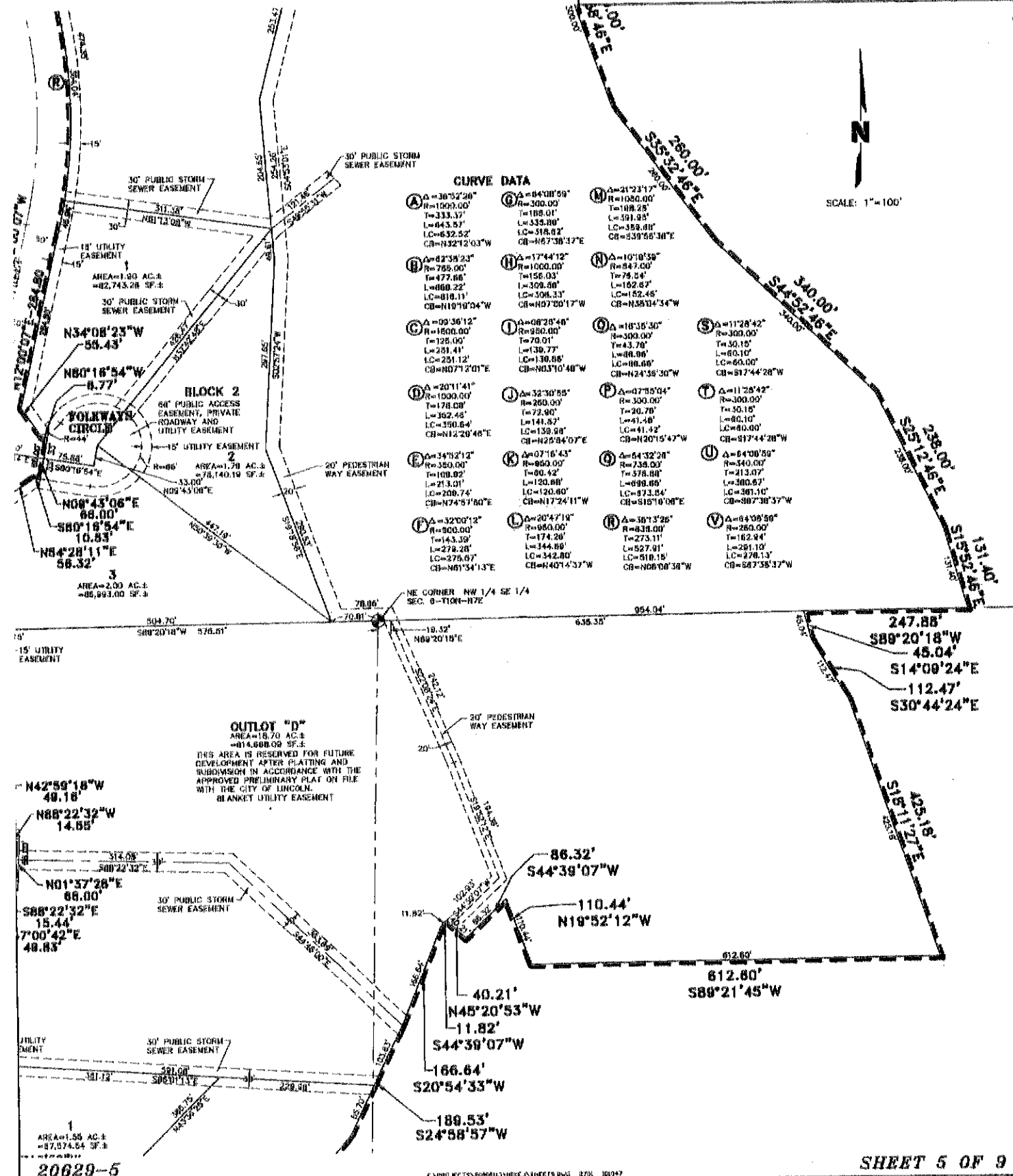
**LANDMARK CORPORATE
CENTER ADDITION**
FINAL PLAT



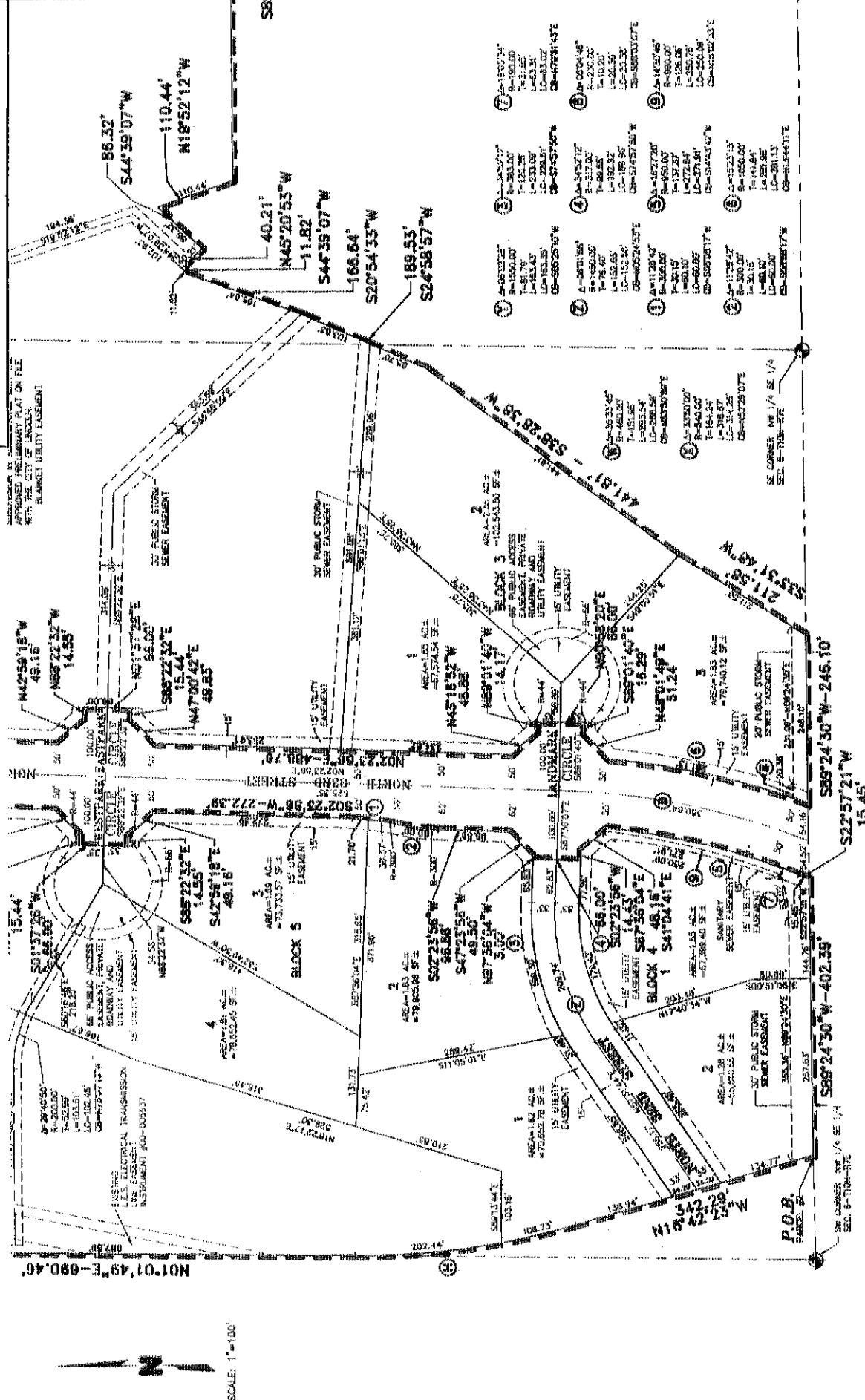
**LANDMARK CORPORATE
CENTER ADDITION**
FINAL PLAT



**LANDMARK CORPORATE
CENTER ADDITION**
FINAL PLAT



LANDMARK CORPORATE CENTER ADDITION FINAL PLAT



20629-6

1-400-875-8888 FAX-875-8888 P.O. BOX 1111

SHEET 6 OF 9

FINAL PLAT

SURVEYORS CERTIFICATE

LEGAL DESCRIPTION
PARCEL #1.
(AREA EAST OF NO. 33RD STREET)

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBDIVISION TO BE KNOWN AS LANDMARK BUSINESS PARK ADDITION, A SUBDIVISION COMPOSED OF A PORTION OF THE REMAINING PORTION OF OUTLOT "A" KING RIDGE 1ST ADDITION, LOT 71 I.T., LOT 73 I.T., LOT 74 I.T., AND LOT 76 I.T., ALL LOCATED IN SECTION 6, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES 32 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE NORTH LINE OF SAID LOT 74 I.T., A DISTANCE OF 2081.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 74 I.T., THENCE SOUTH 19 DEGREES 48 MINUTES 14 SECONDS WEST ALONG AN EAST LINE OF SAID LOT 74 I.T., A DISTANCE OF 308.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 27 DEGREES 40 MINUTES 14 SECONDS WEST ALONG A SOUTHEASTERLY LINE OF SAID LOT 74 I.T., A DISTANCE OF 191.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 14 DEGREES 39 MINUTES 14 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 74 I.T., A DISTANCE OF 430.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 20 DEGREES 17 MINUTES 14 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 74 I.T., A DISTANCE OF 430.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 25 DEGREES 27 MINUTES 14 SECONDS WEST ALONG A SOUTHEASTERLY LINE OF SAID LOT 74 I.T., A DISTANCE OF 218.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 18 DEGREES 58 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 74 I.T., A DISTANCE OF 300.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 35 DEGREES 32 MINUTES 48 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID LOT 74 I.T., A DISTANCE OF 280.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 44 DEGREES 52 MINUTES 48 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID LOT 74 I.T., A DISTANCE OF 340.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 25 DEGREES 12 MINUTES 48 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID LOT 74 I.T., A DISTANCE OF 238.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 15 DEGREES 52 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 74 I.T., A DISTANCE OF 131.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 74 I.T., THENCE SOUTH 88 DEGREES 20 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 74 I.T., A DISTANCE OF 247.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 76 I.T., THENCE SOUTH 14 DEGREES 09 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 45.04 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 30 DEGREES 44 MINUTES 24 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID LOT 76 I.T., A DISTANCE OF 112.47 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 18 DEGREES 11 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 425.16 FEET TO A SOUTHEAST CORNER OF SAID LOT 76 I.T., THENCE SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 76 I.T., A DISTANCE OF 612.60 FEET TO A POINT OF DEFLECTION, THENCE NORTH 19 DEGREES 52 MINUTES 12 SECONDS WEST ALONG A WEST LINE OF SAID LOT 76 I.T., A DISTANCE OF 110.44 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 44 DEGREES 38 MINUTES 07 SECONDS WEST ALONG A SOUTHEASTERLY LINE OF SAID LOT 76 I.T., A DISTANCE OF 86.32 FEET TO A POINT OF DEFLECTION, THENCE NORTH 45 DEGREES 20 MINUTES 53 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID LOT 76 I.T., A DISTANCE OF 40.21 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 44 DEGREES 39 MINUTES 07 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 11.82 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 20 DEGREES 54 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 126.64 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 24 DEGREES 58 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 189.53 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 38 DEGREES 28 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 441.81 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 33 DEGREES 31 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 76 I.T., A DISTANCE OF 211.58 FEET TO THE SOUTHEAST CORNER OF SAID LOT 76 I.T., THENCE SOUTH 89 DEGREES 24 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 76 I.T., A DISTANCE OF 246.10 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 13RD STREET, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1050.00 FEET, ARC LENGTH OF 281.98 FEET, DELTA ANGLE OF 15 DEGREES 23 MINUTES 13 SECONDS, A CHORD BEARING OF NORTH 13 DEGREES 44 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 281.13 FEET TO A POINT, THENCE NORTH 48 DEGREES 01 MINUTES 49 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 51.24 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 89 DEGREES 01 MINUTES 40 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 16.29 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 58 MINUTES 20 SECONDS EAST ALONG AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 86.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 89 DEGREES 01 MINUTES 40 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.17 FEET TO A POINT OF DEFLECTION, THENCE NORTH 43 DEGREES 18 MINUTES 32 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 48.88 FEET TO A POINT OF DEFLECTION, THENCE NORTH 02 DEGREES 23 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 488.76 FEET TO A POINT OF DEFLECTION, THENCE NORTH 47 DEGREES 00 MINUTES 42 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.83 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 88 DEGREES 22 MINUTES 32 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.44 FEET TO A POINT OF DEFLECTION, THENCE NORTH 01 DEGREES 37 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 86.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 88 DEGREES 22 MINUTES 32 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.55 FEET TO A POINT OF DEFLECTION, THENCE NORTH 42 DEGREES 59 MINUTES 18 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.16 FEET TO A POINT OF DEFLECTION, THENCE NORTH 02 DEGREES 23 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 348.48 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 1450.00 FEET, ARC LENGTH OF 152.55 FEET, DELTA ANGLE OF 06 DEGREES 01 MINUTES 55 SECONDS, A CHORD BEARING OF NORTH 05 DEGREES 24 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 152.58 FEET TO A POINT, THENCE NORTH 54 DEGREES 28 MINUTES 11 SECONDS EAST ALONG A SOUTHEAST LINE OF

SAID RIGHT-OF-WAY, A DISTANCE OF 56.32 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 08 DEGREES 16 MINUTES 54 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.93 FEET TO A POINT OF DEFLECTION, THENCE NORTH 08 DEGREES 43 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 56.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 80 DEGREES 12 MINUTES 54 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 8.77 FEET TO A POINT OF DEFLECTION, THENCE NORTH 12 DEGREES 08 MINUTES 23 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 55.43 FEET TO A POINT OF DEFLECTION, THENCE NORTH 12 DEGREES 00 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 284.80 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 835.00 FEET, ARC LENGTH OF 927.91 FEET, DELTA ANGLE OF 36 DEGREES 36 MINUTES 26 SECONDS, A CHORD BEARING OF NORTH 06 DEGREES 06 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 519.18 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 300.00 FEET, ARC LENGTH OF 41.46 FEET, DELTA ANGLE OF 07 DEGREES 55 MINUTES 04 SECONDS, A CHORD BEARING OF NORTH 20 DEGREES 15 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 41.42 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 300.00 FEET, ARC LENGTH OF 88.98 FEET, DELTA ANGLE OF 16 DEGREES 38 MINUTES 30 SECONDS, A CHORD BEARING OF NORTH 24 DEGREES 38 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 86.66 FEET TO A POINT OF COMPOUND CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 847.00 FEET, ARC LENGTH OF 152.57 FEET, DELTA ANGLE OF 10 DEGREES 19 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 38 DEGREES 44 MINUTES 34 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 122.46 FEET TO A POINT, THENCE NORTH 01 DEGREES 07 MINUTES 55 SECONDS WEST ALONG AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50.95 FEET TO A POINT OF DEFLECTION, THENCE NORTH 42 DEGREES 08 MINUTES 34 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1.84 FEET TO A POINT OF DEFLECTION, THENCE NORTH 47 DEGREES 50 MINUTES 26 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 86.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 42 DEGREES 09 MINUTES 34 SECONDS WEST ALONG A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.88 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 85 DEGREES 47 MINUTES 28 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50.87 FEET TO A POINT OF DEFLECTION, THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 272.55 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 950.00 FEET, ARC LENGTH OF 344.69 FEET, DELTA ANGLE OF 20 DEGREES 47 MINUTES 19 SECONDS, A CHORD BEARING OF NORTH 40 DEGREES 14 MINUTES 37 SECONDS WEST ALONG THE NORTHEAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 342.80 FEET TO A POINT, THENCE NORTH 18 DEGREES 10 MINUTES 58 SECONDS EAST ALONG AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 54.74 FEET TO A POINT OF DEFLECTION, THENCE NORTH 88 DEGREES 00 MINUTES 33 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 9.16 FEET TO A POINT OF DEFLECTION, THENCE NORTH 24 DEGREES 58 MINUTES 27 SECONDS WEST ALONG AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 86.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 85 DEGREES 00 MINUTES 33 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 9.69 FEET TO A POINT OF DEFLECTION, THENCE NORTH 68 DEGREES 37 MINUTES 11 SECONDS WEST ALONG A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 55.20 FEET TO A POINT, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 950.00 FEET, ARC LENGTH OF 120.68 FEET, DELTA ANGLE OF 07 DEGREES 18 MINUTES 43 SECONDS, A CHORD BEARING OF NORTH 17 DEGREES 24 MINUTES 11 SECONDS WEST ALONG AN EAST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 120.60 FEET TO A POINT OF TANGENCY, THENCE NORTH 13 DEGREES 45 MINUTES 50 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 453.20 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID REMAINING PORTION OF OUTLOT "A", KING RIDGE 1ST ADDITION, THENCE SOUTH 86 DEGREES 32 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF OUTLOT "A", SAID LINE BEING THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 138.21 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 105.19 ACRES, OR 4,581,984.27 SQUARE FEET MORE OR LESS.

LANDMARK CORPORATE CENTER ADDITION

FINAL PLAT

SURVEYORS CERTIFICATE

LEGAL DESCRIPTION
PARCEL #2.
(AREA WEST OF NO. 33RD STREET)

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBDIVISION TO BE KNOWN AS THE LANDMARK CORPORATE CENTER ADDITION. A SUBDIVISION COMPOSED OF A PORTION OF THE REMAINING PORTION OF OUTLOT "A" KING RIDGE 1ST ADDITION, LOT 71 I.T. AND LOT 73 I.T., ALL LOCATED IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 71 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE ON AN ASSUMED BEARING OF NORTH 16 DEGREES 42 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 71 I.T., A DISTANCE OF 342.29 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 1000.00 FEET, ARC LENGTH OF 308.55 FEET, DELTA ANGLE OF 17 DEGREES 44 MINUTES 12 SECONDS, A CHORD BEARING OF NORTH 07 DEGREES 50 MINUTES 17 SECONDS WEST ALONG A WEST LINE OF SAID LOT 71 I.T., AND A CHORD LENGTH OF 308.33 FEET TO A POINT OF TANGENCY, THENCE NORTH 01 DEGREES 01 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 71 I.T., A DISTANCE OF 890.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 71 I.T., SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 73 I.T., THENCE NORTH 00 DEGREES 58 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 73 I.T., A DISTANCE OF 42.51 FEET TO THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID OUTLOT "A" KING RIDGE 1ST ADDITION, THENCE SOUTH 89 DEGREES 20 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF OUTLOT "A", A DISTANCE OF 50.02 FEET TO THE SOUTHWEST CORNER OF SAID REMAINING PORTION OF OUTLOT "A", THENCE NORTH 01 DEGREES 02 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID REMAINING PORTION OF OUTLOT "A", A DISTANCE OF 1702.86 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 950.00 FEET, ARC LENGTH OF 139.77 FEET, DELTA ANGLE OF 08 DEGREES 26 MINUTES 48 SECONDS, A CHORD BEARING OF NORTH 03 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID REMAINING PORTION OF OUTLOT "A", AND A CHORD LENGTH OF 139.85 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NORTH 33RD STREET, THENCE SOUTH 71 DEGREES 34 MINUTES 29 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 81.98 FEET TO A POINT, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1050.00 FEET, ARC LENGTH OF 391.95 FEET, DELTA ANGLE OF 21 DEGREES 23 MINUTES 17 SECONDS, A CHORD BEARING OF SOUTH 38 DEGREES 58 MINUTES 36 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 389.88 FEET TO A POINT OF TANGENCY, THENCE SOUTH 50 DEGREES 38 MINUTES 16 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 287.67 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 04 DEGREES 14 MINUTES 21 SECONDS EAST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 48.27 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 42 DEGREES 09 MINUTES 34 SECONDS WEST ALONG A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.28 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 47 DEGREES 50 MINUTES 28 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 66.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 42 DEGREES 09 MINUTES 34 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.28 FEET TO A POINT OF DEFLECTION, THENCE NORTH 89 DEGREES 07 MINUTES 42 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 47.77 FEET TO A POINT, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 735.00 FEET, ARC LENGTH OF 690.65 FEET, DELTA ANGLE OF 54 DEGREES 32 MINUTES 26 SECONDS, A CHORD BEARING OF SOUTH 15 DEGREES 16 MINUTES 06 SECONDS EAST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 673.54 FEET TO A POINT OF TANGENCY, THENCE SOUTH 12 DEGREES 00 MINUTES 07 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.40 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 300.00 FEET, ARC LENGTH OF 60.10 FEET, DELTA ANGLE OF 11 DEGREES 28 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 17 DEGREES 44 MINUTES 28 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 60.00 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 300.00 FEET, ARC LENGTH OF 60.10 FEET, DELTA ANGLE OF 11 DEGREES 28 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 17 DEGREES 44 MINUTES 28 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 60.00 FEET TO A POINT OF TANGENCY, THENCE SOUTH 12 DEGREES 00 MINUTES 07 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 136.46 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 55 DEGREES 51 MINUTES 37 SECONDS WEST ALONG A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 97.68 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 09 DEGREES 43 MINUTES 06 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 80 DEGREES 10 MINUTES 54 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.03 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 35 DEGREES 35 MINUTES 51 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 48.72 FEET TO A POINT, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1550.00 FEET, ARC LENGTH OF 163.43 FEET, DELTA ANGLE OF 06 DEGREES 02 MINUTES 28 SECONDS, A CHORD BEARING OF SOUTH 08 DEGREES 25 MINUTES 10 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 163.35 FEET TO A POINT OF TANGENCY, THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 348.83 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 47 DEGREES 00 MINUTES 42 SECONDS WEST ALONG A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.83 FEET TO A POINT OF DEFLECTION, THENCE NORTH 88 DEGREES 22 MINUTES 32 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.44 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 01 DEGREES 37 MINUTES 28 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 66.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 88 DEGREES 22 MINUTES 32 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.55 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 42 DEGREES 59 MINUTES 18 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.18 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 272.39 FEET TO A POINT OF CURVATURE, THENCE

ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 300.00 FEET, ARC LENGTH OF 60.10 FEET, DELTA ANGLE OF 11 DEGREES 28 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 08 DEGREES 08 MINUTES 17 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 60.00 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 300.00 FEET, ARC LENGTH OF 60.10 FEET, DELTA ANGLE OF 11 DEGREES 28 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 08 DEGREES 08 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 60.00 FEET TO A POINT OF TANGENCY, THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 98.86 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 47 DEGREES 23 MINUTES 56 SECONDS WEST ALONG A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.50 FEET TO A POINT OF DEFLECTION, THENCE NORTH 87 DEGREES 38 MINUTES 04 SECONDS WEST ALONG A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 3.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 66.00 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 87 DEGREES 38 MINUTES 04 SECONDS EAST ALONG A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.43 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 41 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 48.16 FEET TO A POINT OF DEFLECTION, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 950.00 FEET, ARC LENGTH OF 272.84 FEET, DELTA ANGLE OF 16 DEGREES 27 MINUTES 20 SECONDS, A CHORD BEARING OF SOUTH 14 DEGREES 43 MINUTES 42 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, AND A CHORD LENGTH OF 271.91 FEET TO A POINT OF TANGENCY, THENCE SOUTH 22 DEGREES 57 MINUTES 21 SECONDS WEST ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.45 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 71 I.T., THENCE SOUTH 89 DEGREES 24 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 71 I.T., A DISTANCE OF 402.39 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 43.90 ACRES, OR 1,912,302.29 SQUARE FEET MORE OR LESS.

PERMANENT MONUMENTS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS, STREET INTERSECTIONS, BLOCK CORNERS, POINTS OF TANGENCY AND CURVATURE AS SHOWN ON THE PLAT IN ACCORDANCE WITH TITLE 28 OF THE LINCOLN MUNICIPAL CODE. TEMPORARY MARKERS HAVE BEEN PLACED AT ALL LOT CORNERS AND THE OWNER WILL FURNISH TO THE CITY OF LINCOLN A STAKING BOND TO INSURE THE PLACING OF PERMANENT MONUMENTS AT ALL SUCH LOT CORNERS PRIOR TO THE CONSTRUCTION OR CONVEYANCE OF ANY LOT SHOWN ON THIS FINAL PLAT. ALL DIMENSIONS ARE CHORD MEASUREMENTS UNLESS OTHERWISE SHOWN, AND ARE IN FEET AND DECIMALS OF A FOOT.

Feb. 14th 2001
DATE

MICHAEL R. JOHNSON
OLSSON ASSOCIATES
1111 LINCOLN MALL
LINCOLN, NE. 68506

116
L.S. NUMBER



LANDMARK CORPORATE CENTER ADDITION

FINAL PLAT

DEDICATION

THE FOREGOING PLAT, IS KNOWN AS LANDMARK CORPORATE CENTER ADDITION, A SUBDIVISION COMPOSED OF A PORTION OF THE REMAINING PORTION OF OUTLOT "A" KING RIDGE 1ST ADDITION, LOT 71 I.T., LOT 73 I.T., LOT 74 I.T., AND LOT 76 I.T., ALL LOCATED IN SECTION 6, TOWNSHIP 10 NORTH; RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE. THIS DEDICATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED, SOLE OWNER(S), AND THE EASEMENTS SHOWN THEREON ARE HEREBY GRANTED IN PERPETUITY TO THE CITY OF LINCOLN, NEBRASKA, A MUNICIPAL CORPORATION, ALLTEL, TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE, PEOPLES NATURAL GAS, THEIR SUCCESSORS AND ASSIGNS, TO ALLOW ENTRY FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, REPAIR, OPERATION AND MAINTENANCE OF WIRES, CABLES, CONDUITS, FIXTURES, POLES, TOWERS, PIPES, AND EQUIPMENT FOR THE DISTRIBUTION OF ELECTRICITY AND GAS; TELEPHONE AND CABLE TELEVISION; WASTEWATER COLLECTORS; STORM DRAINS; WATER MAINS AND ALL APPURTENANCES THERETO, OVER, UPON, OR UNDER THE EASEMENTS AS SHOWN ON THE FOREGOING PLAT.

THE CONSTRUCTION OR LOCATION OF ANY BUILDING OR STRUCTURE, EXCLUDING FENCES, OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON SHALL BE PROHIBITED.

THE CONSTRUCTION OR LOCATION OF ANY FENCE OR OTHER IMPROVEMENT WHICH OBSTRUCTS DRAINAGE SHALL BE PROHIBITED OVER, UPON, OR UNDER ANY STORM DRAIN EASEMENT OR DRAINAGE EASEMENT SHOWN THEREON.

THE CITY OF LINCOLN, ITS SUCCESSORS OR ASSIGNS ARE HEREBY HELD HARMLESS FOR THE COST OF REPLACEMENT OR DAMAGE TO ANY IMPROVEMENT OR VEGETATION OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON.

THE STREETS SHOWN ARE HEREBY DEDICATED TO THE PUBLIC. THE ACCESS EASEMENTS AND THE PEDESTRIAN WAY EASEMENTS SHOWN THEREON SHALL BE USED FOR PUBLIC ACCESS AND THE PUBLIC IS HEREBY GRANTED THE RIGHT OF SUCH USE.

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 IS HEREBY RELINQUISHED.

WITNESS MY HAND THIS 8th DAY OF February, 2001.

Donald W. Linscott
DONALD W. LINSCHOTT, MANAGING MEMBER
NORTH THIRTY-THIRD LLC
A NEBRASKA LIMITED LIABILITY COMPANY

Cheryl H. Dale
LANCASTER COUNTY SCHOOL DISTRICT 001
AKA LINCOLN PUBLIC SCHOOLS,
A NEBRASKA SCHOOL DISTRICT

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF LANCASTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF February, 2001 BY DONALD W. LINSCHOTT, MANAGING MEMBER, ON BEHALF OF NORTH THIRTY-THIRD LLC, A NEBRASKA LIMITED LIABILITY COMPANY.

Janet D. Salway
NOTARY PUBLIC



ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF LANCASTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF February, 2001, BY (NAME: Cheryl H. Dale, TITLE: Assoc. Supt.) OF LANCASTER COUNTY SCHOOL DISTRICT 001 AKA LINCOLN PUBLIC SCHOOLS, A NEBRASKA SCHOOL DISTRICT.

Linda Pappas
NOTARY PUBLIC



LIEN HOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS LANDMARK CORPORATE CENTER ADDITION (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA, AS INSTRUMENT NO. 2000-47126 (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS, OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

SECURITY FIRST BANK
TRUSTEE AND BENEFICIARY

BY: [Signature]
NAME: Jason D. Bell
TITLE: Vice President

ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF LANCASTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF February, 2001, BY (NAME: Jason D. Bell, TITLE: Vice President) SECURITY FIRST BANK, TRUSTEE AND BENEFICIARY, ON BEHALF OF SAID BANK.

Christine K. Middleton
NOTARY PUBLIC



PLANNING COMMISSION APPROVAL

THE LINCOLN-LANCASTER COUNTY PLANNING COMMISSION HAS APPROVED THIS FINAL PLAT AND ACCEPTED THE OFFER OF DEDICATION ON THIS _____ DAY OF _____, 2001, BY RESOLUTION NO. _____

ATTEST:
CHAIR