

\$65.50

Don Joltz

INST. NO 2000

REGISTER OF DEEDS

059069

2000 DEC -8 A 11:52

LANCASTER COUNTY, NE

BLOCK

~~CODE~~

CHECKED

ENTERED

~~REMOVED~~

RESOLUTION NO. PC- 00648

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

WHEREAS, **George Hendricks and John Hendricks, and Hendricks Investments, LLC**, owners of a tract of land legally described as:

Lots 133, 167, 169 I.T., and the remaining portion of Lot 168 I.T., located in the Northeast Quarter of Section 34, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter; thence easterly on an assumed bearing of south 89 degrees 50 minutes 42 seconds east, along the south line of said Northeast Quarter, a distance of 40.02 feet; thence north 00 degrees 09 minutes 18 seconds east, a distance of 40.00 feet to the true point of beginning, said point being the southwest corner of said remaining portion of Lot 168; thence north 00 degrees 11 minutes 06 seconds east, along the west line of said remaining portion of Lot 168, said line also being 40.00 feet east of and parallel to the west line of said Northeast Quarter, a distance of 607.90 feet, to a point of intersection with the east right-of-way line of the Burlington Northern Santa Fe Railroad; thence north 40 degrees 25 minutes 20 seconds east, along the east right-of-way line of the Railroad, a distance of 1623.25 feet to a point of curvature; thence along a spiral curve to the left, having a chord bearing of north 40 degrees 05 minutes 14 seconds east along the east right-of-way line of the Railroad, a chord distance of 201.74 feet to a point of compound curvature; thence along a curve to the left, having a radius of 5829.58 feet, an arc length of 586.73 feet, a delta angle of 05 degrees 46 minutes 00 seconds, a chord bearing of north 36 degrees 32 minutes 20 seconds east, and a chord length of 586.48 feet to a point of compound curvature; thence along a spiral curve to the left,

John City Clerk

1 having a chord bearing of north 33 degrees 38 minutes 17
2 seconds east, along the east right-of-way line of the Railroad,
3 a chord distance of 3.68 feet to a point; thence south 12
4 degrees 35 minutes 48 seconds east, along an east line of
5 said Lot 133 I.T., a distance of 237.83 feet to an east corner of
6 said Lot 133; thence south 00 degrees 20 minutes 48 seconds
7 east, along an east line of said Lot 133 I.T., a distance of
8 245.00 feet, to an east corner of said Lot 133 I.T.; thence
9 south 07 degrees 24 minutes 12 seconds west, along an east
10 line of said Lot 133 I.T., a distance of 720.00 feet, to a
11 southeast corner of said Lot 133 I.T.; thence south 07 degrees
12 24 minutes 16 seconds west, along the east line of said Lot
13 169 I.T., a distance of 1295.57 feet to the southeast corner of
14 said Lot 169 I.T.; thence north 89 degrees 50 minutes 42
15 seconds west, along the south line of said Lots 169, 167, and
16 the remaining portion of Lot 168 I.T., said line also being 40.00
17 feet north of and parallel to the south line of said Northeast
18 Quarter, a distance of 1329.24 feet to the true point of
19 beginning; said tract contains a calculated area of
20 2,191,418.98 square feet or 50.31 acres more or less;

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

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

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

27 1. That the plat of **SOUTH STREET BUSINESS PARK ADDITION** as an
28 addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of
29 said City by **George Hendricks and John Hendricks, and Hendricks Investments, LLC,**
30 as owners is hereby accepted and approved, and said owners are given the right to plat
31 said **SOUTH STREET BUSINESS PARK ADDITION** as an addition to said City in
32 accordance therewith. Such acceptance and approval are conditioned upon the following:

1 First: 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
3 of street improvements, including the grading, paving, and installation of curb and gutter,
4 curb inlets, and storm drain laterals for all streets as shown on the approved final plat. The
5 construction shall be completed within two years following Planning Commission approval
6 of this final plat.

7 Second: That said owners shall at their own cost and expense pay
8 for all labor, material, engineering, and inspection costs in connection with the construction
9 of sidewalks along one side of the streets within this subdivision as shown on the final plat.
10 The construction shall be completed within four years following Planning Commission
11 approval of this final plat.

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

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

22 Fifth: That said owners shall at their own cost and expense pay for
23 all labor, material, engineering, and inspection costs in connection with the construction

1 of drainage facilities as shown on the approved drainage study. The construction shall be
2 completed within two years following Planning Commission approval of this final plat.

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

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

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

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

21 2. That this plat shall not be filed for record or recorded in the Office of the
22 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and

1 until said owners shall enter into a written agreement with the City which shall provide as
2 follows:

3 The owners, their successors and assigns agree:

4 a. To submit to the Director of Public Works an erosion control
5 plan.

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

8 c. To pay all improvement costs.

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

10 e. To continuously and regularly maintain street trees along South
11 Street and Folsom Street.

12 f. To complete the private improvements shown on the preliminary
13 plat.

14 g. To maintain Outlot "A" and private improvements on a
15 permanent and continuous basis. However, the owners may be relieved and discharged
16 of this maintenance obligation upon creating in writing a permanent and continuous
17 association of property owners who would be responsible for said permanent and
18 continuous maintenance. The owners shall not be relieved of such maintenance obligation
19 until the document or documents creating said property owners association have been
20 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

21 h. To relinquish the right of direct vehicular access from individual
22 lots to South Street and Folsom Street.

1 i. To comply with the provisions of the Land Subdivision
2 Ordinance regarding land preparation.

3 j. To inform all purchasers and users that the land is located
4 within the 100 year flood plain and the volume of fill material brought into the site from
5 outside the flood plain shall not exceed that shown on the approved grading plan
6 accompanying the preliminary plat.

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

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

11 a. A bond or an approved escrow or security agreement in the
12 sum of \$218,700.00 conditioned upon the strict compliance by said owners with the
13 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

14 b. A bond or an approved escrow or security agreement in the
15 sum of \$23,600.00 conditioned upon the strict compliance by said owners with the
16 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

17 c. A bond or an approved escrow or security agreement in the
18 sum of \$75,900.00 conditioned upon the strict compliance by said owners with the
19 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

20 d. A bond or an approved escrow or security agreement in the
21 sum of \$102,400.00 conditioned upon the strict compliance by said owners with the
22 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

1 e. A bond or an approved escrow or security agreement in the
2 sum of \$32,600.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

4 f. A bond or an approved escrow or security agreement in the
5 sum of \$41,600.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

7 g. A bond or an approved escrow or security agreement in the
8 sum of \$31,900.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

10 h. A bond or an approved escrow or security agreement in the
11 sum of \$345.00 conditioned upon the strict compliance by said owners with the conditions
12 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

13 i. A bond or an approved escrow or security agreement in the
14 sum of \$2,800.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

16 The bonds required above shall be subject to approval by the City Attorney.
17 In the event that said owners or their surety shall fail to satisfy the conditions herein set
18 forth within the time specified in this resolution, the City may cause the required work to be
19 performed and recover the cost thereof from said owners and their surety.

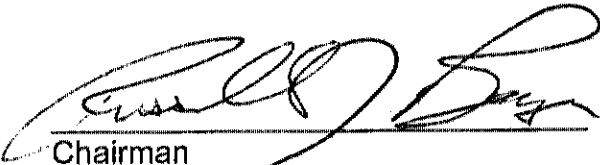
20 4. Immediately upon the adoption of this resolution and receipt of the
21 written agreement required herein, the City Clerk shall cause the final plat and a certified
22 copy of this resolution together with said written agreement to be filed in the office of the

1 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said
2 owners.

3 The foregoing Resolution was approved by the Lincoln City - Lancaster
4 County Planning Commission on this 15th day of November, 2000.

5 Dated this 15th day of November, 2000.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **George Hendricks and John Hendricks, and Hendricks Investments, LLC** hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **SOUTH STREET BUSINESS PARK ADDITION**; and

WHEREAS, the resolution approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **SOUTH STREET BUSINESS PARK ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works 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.
4. The Subdivider agrees to submit to lot buyers and builders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain street trees along South Street and Folsom Street.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat.

7. The Subdivider agrees to relinquish the right of direct vehicular access from individual lots to South Street and Folsom Street.

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

9. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year flood plain and the volume of fill material brought into the site from outside the flood plain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

10. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

11. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

Dated this 16th day of November, 2000.

Cristal Ward
Witness

John Hendricks
John Hendricks

Mary P. Cerny
Witness

George Hendricks
George Hendricks

Hendricks Investments,
a limited liability company,

Cristal Ward
Witness

John Hendricks
John Hendricks, Managing Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

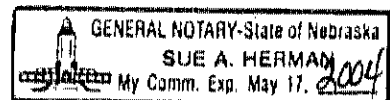
Joan E. Rose
City Clerk

Don Wenzel
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of November, 2000, by John Hendricks.

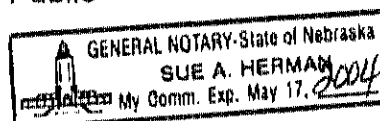
Sue Herman
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of November, 2000, by George Hendricks.

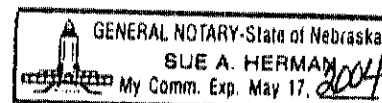
Sue Herman
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of November, 2000, by John Hendricks, Managing Member, Hendricks Investments, a limited liability company.

Sue Herman
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of December, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.




Judith A. Roscoe
Notary Public

C E R T I F I C A T E

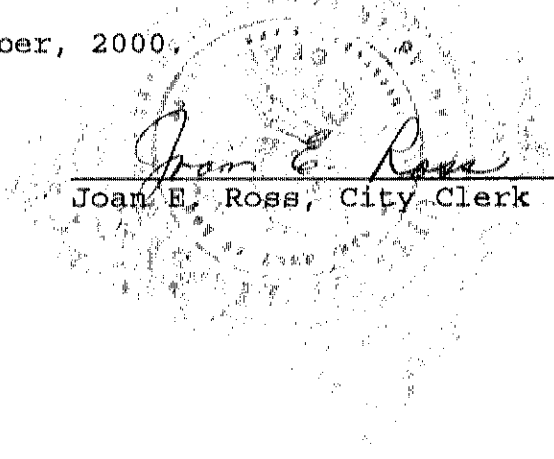
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:
CITY OF LINCOLN)

I, Joan E. Ross, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **South Street Business Park Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on November 15, 2000, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 7th day of December, 2000.



Joan E. Ross, City Clerk



Ret to City Clerk