

\$65.50

BLOCK

CODE

CHECKED

ENTERED

EDITED

Dan J. Galt
REGISTER OF DEEDS
NOV 12 AM 11:10

INST. NO 99

060001

\$65.50

RESOLUTION NO. PC- 00537

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

5 WHEREAS, **Lincoln North Creek, L.L.C., a Nebraska Limited Liability**
6 **Company; Nebraska Title Company, Trustee, a Nebraska corporation; and**
7 **Southview, Inc., a Nebraska corporation,** owners of a tract of land legally described as:

8 Lot 33 I.T., and Lot 28 I.T., all located in the South Half of
9 Section 36, Township 11 North, Range 6 East of the 6th P.M.,
10 City of Lincoln, Lancaster County, Nebraska, and more
11 particularly described as follows:

12 Referring to the southeast corner of said Section 36; thence
13 north 89 degrees 47 minutes 24 seconds west (an assumed
14 bearing), on the south line of said Section 36, a distance of
15 1319.58 feet to the point of beginning; thence continuing north
16 89 degrees 47 minutes 24 seconds west, on said south line, a
17 distance of 1340.81 feet to the southwest corner of the
18 Southeast Quarter of Section 36; thence north 89 degrees 48
19 minutes 55 seconds west, on the south line of the Southwest
20 Quarter of Section 36, a distance of 636.47 feet; thence north
21 31 degrees 10 minutes 07 seconds east, a distance of 421.31
22 feet; thence north 65 degrees 26 minutes 05 seconds east, a
23 distance of 1958.83 feet; thence south 89 degrees 47 minutes
24 24 seconds east, a distance of 931.10 feet; thence south 00
25 degrees 15 minutes 21 seconds west, a distance of 20.14 feet;
26 thence south 89 degrees 47 minutes 24 seconds east, a
27 distance of 22.06 feet; thence south 00 degrees 16 minutes 54
28 seconds west, a distance of 39.86 feet; thence north 89
29 degrees 47 minutes 24 seconds west, a distance of 379.25
30 feet; thence south 00 degrees 16 minutes 54 seconds west, a
31 distance of 320.75 feet; thence south 89 degrees 47 minutes
32 24 seconds east, a distance of 679.14 feet; thence south 00
33 degrees 16 minutes 54 seconds west, a distance of 339.25
34 feet; thence north 89 degrees 47 minutes 24 seconds west, a
35 distance of 1269.58 feet; thence south 00 degrees 16 minutes
36 54 seconds west, a distance of 461.88 feet to the point of

L28 NKA L37,38 SE 1/4

1 beginning and containing a calculated area of 47.488 acres
2 more or less;

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

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

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

9 1. That the plat of **NORTH CREEK ADDITION** as an addition to the City of
10 Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Lincoln**
11 **North Creek, L.L.C., a Nebraska Limited Liability Company; Nebraska Title Company,**
12 **Trustee, a Nebraska corporation; and Southview, Inc., a Nebraska corporation,** as
13 owners is hereby accepted and approved, and said owners are given the right to plat said
14 as an addition to said City in accordance therewith. Such acceptance and approval are
15 conditioned upon the following:

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

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

1 of sidewalks as shown on the final plat. The construction shall be completed within four
2 years following Planning Commission approval of this final plat.

3 Third: That said owners shall at their own cost and expense pay for
4 all labor, material, engineering, and inspection costs in connection with the construction
5 of sidewalks in pedestrian way easements as shown on the final plat. The construction
6 shall be completed at the same time that Gunnison Drive within this final plat is paved.

7 Fourth: 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 a public water distribution system as shown on the approved preliminary plat. The
10 construction shall be completed within two years following Planning Commission approval
11 of this final plat.

12 Fifth: 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 wastewater collection 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 Sixth: 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 drainage facilities as shown on the approved drainage study. The construction shall be
20 completed within two years following Planning Commission approval of this final plat.

21 Seventh: That said owners shall at their own cost and expense pay
22 for all labor, material, engineering, and inspection costs in connection with the installation
23 of an ornamental street lighting system as required by the preliminary plat for all streets

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

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

7 Ninth: That said owners shall at their own cost and expense pay for
8 all labor, material, and related costs in connection with the installation of a landscape
9 screen as shown on the approved landscape plan. The installation 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 name signs
13 as approved by the Public Works Department. This installation shall be completed within
14 two years following 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, engineering, and inspection costs in connection with the placing of
17 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
18 lot staking shall be completed before construction on or conveyance of any lot shown in
19 this final plat.

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

1 The owners, their successors and assigns agree:

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

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

7 c. To pay all improvement costs.

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

9 e. To continuously and regularly maintain landscape screens.

10 f. To complete the private improvements shown on the preliminary
11 plat.

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

19 h. To perpetually maintain the sidewalks in the pedestrian way
20 easements at their own cost and expense.

21 i. To comply with the provisions of the Land Subdivision
22 Ordinance regarding land preparation.

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

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

5 a. A bond or an approved escrow or security agreement in the
6 sum of \$138,900.00 conditioned upon the strict compliance by said owners with the
7 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

8 b. A bond or an approved escrow or security agreement in the
9 sum of \$35,000.00 conditioned upon the strict compliance by said owners with the
10 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

11 c. A bond or an approved escrow or security agreement in the
12 sum of \$1,100.00 conditioned upon the strict compliance by said owners with the
13 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

14 d. A bond or an approved escrow or security agreement in the
15 sum of \$55,000.00 conditioned upon the strict compliance by said owners with the
16 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

17 e. A bond or an approved escrow or security agreement in the
18 sum of \$64,000.00 conditioned upon the strict compliance by said owners with the
19 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

20 f. A bond or an approved escrow or security agreement in the
21 sum of \$58,000.00 conditioned upon the strict compliance by said owners with the
22 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum of \$13,500.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

4 h. A bond or an approved escrow or security agreement in the
5 sum of \$45,610.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the
8 sum of \$9,130.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

10 j. A bond or an approved escrow or security agreement in the
11 sum of \$460.00 conditioned upon the strict compliance by said owners with the conditions
12 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

13 k. A bond or an approved escrow or security agreement in the
14 sum of \$2,550.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Eleventh" 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.

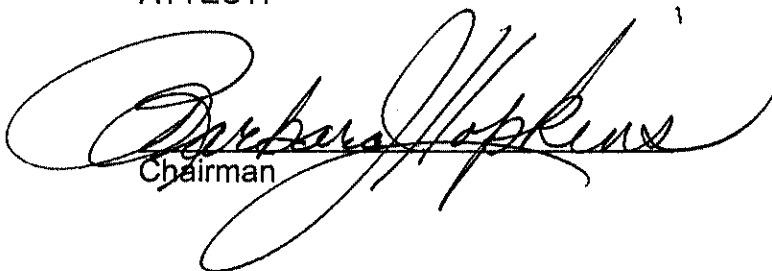
20 4. Immediately upon the adoption of this resolution and receipt of the
21 written agreement required herein, the City Clerk shall cause the final plat and a certified
22 copy of this resolution together with said written agreement to be filed in the office of the

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

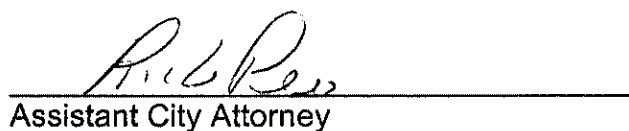
3 The foregoing Resolution was approved by the Lincoln City - Lancaster
4 County Planning Commission on this 6th day of October, 1999.

5 Dated this 6th day of October 1999.

ATTEST:


Chairman

Approved as to Form & Legality:


Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Lincoln North Creek, L.L.C., a Nebraska Limited Liability Company; and Southview, Inc., a Nebraska corporation**, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **NORTH CREEK ADDITION**; and

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

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

1. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to pay all improvement costs.
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 landscape screens.

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

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

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

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 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.

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

Dated this _____ day of _____, 1999.

LINCOLN NORTH CREEK L.L.C.
a Nebraska limited liability company,

Michela Bahensky
Witness

Robert D. Hampton
Robert D. Hampton, Managing Member

SOUTHVIEW INC.,
a Nebraska corporation,

Michela Bahensky
Witness

John F. Schleich
John F. Schleich, Vice President

ATTEST:

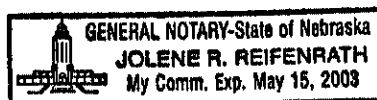
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul W. Meyer
City Clerk

Don Wewaly
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

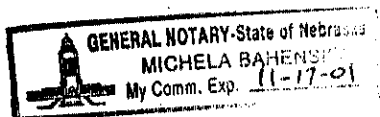
The foregoing instrument was acknowledged before me this 15th day of October, 1999, by Robert D. Hampton, Managing Member, Lincoln North Creek, L.L.C., a Nebraska limited liability company.



Jolene R. Reifensath
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

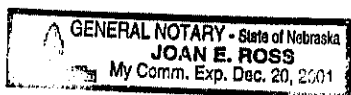
The foregoing instrument was acknowledged before me this 15 day of October, 1999, by John F. Schleich, Vice President, Southview, Inc., a Nebraska corporation, Trustee.



Michela Bahensky
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4 day of November, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross
Notary Public

C E R T I F I C A T E

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

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **North Creek Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on October 6, 1999, 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 8th day of November, 1999.


Joan E. Ross, Deputy City Clerk



Ret to City Clerk