

\$61.00

Dan J. [Signature]
REGISTER OF DEEDS
11/11 NOV 12 A 11:21

INST. NO 99

060003

BLOCK
NO
CODE
NO CR
CHECKED

ENTERED

EDITED

\$61.00

RESOLUTION NO. PC- 00538

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

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

9 Lot 27 I.T., and Outlot "B" North Creek Original Addition, all
10 located in the South Half of Section 36, Township 11 North,
11 Range 6 East of the 6th P.M., City of Lincoln, Lancaster
12 County, Nebraska, and more particularly described as follows:

13 Referring to the southeast corner of said Section 36; thence
14 north 00 degrees 16 minutes 54 seconds east (an assumed
15 bearing), on the east line of said Southeast Quarter, a distance
16 of 461.88 feet; thence north 89 degrees 47 minutes 24
17 seconds west, a distance of 50.00 feet to the northeast corner
18 of Lot 15 I.T. and the point of beginning; thence continuing
19 north 89 degrees 47 minutes 24 seconds west, on the north
20 line of said Lot 15 I.T., a distance of 1239.58 feet; thence north
21 00 degrees 16 minutes 54 seconds east, a distance of 192.29
22 feet to the point of curvature of a curve to the right having a
23 central angle of 06 degrees 14 minutes 32 seconds, a radius
24 of 470.00 feet, an arc length of 51.20 feet, a chord length of
25 51.18 feet and a chord bearing north 03 degrees 24 minutes
26 10 seconds east; thence on said curve to the right, a distance
27 of 51.20 feet to the point of tangency; thence north 06 degrees
28 31 minutes 26 seconds east, a distance of 100.25 feet; thence
29 south 83 degrees 28 minutes 34 seconds east, a distance of
30 39.04 feet to the point of curvature of a curve to the left having
31 a central angle of 86 degrees 18 minutes 50 seconds, a radius
32 of 189.00 feet, an arc length of 284.72 feet, a chord length of
33 258.55 feet and a chord bearing north 53 degrees 22 minutes
34 01 seconds east; thence on said curve to the left, a distance of
35 284.72 feet to the point of tangency; thence north 10 degrees

L 27 NKA L35,36 SE 1/4

1 12 minutes 36 seconds east, a distance of 107.87 feet; thence
2 north 89 degrees 47 minutes 24 seconds west, a distance of
3 551.14 feet; thence north 65 degrees 26 minutes 05 seconds
4 east, a distance of 286.35 feet; thence south 89 degrees 47
5 minutes 24 seconds east, a distance of 931.10 feet to a point
6 on the westerly line of Lot 29 I.T.; thence south 00 degrees 15
7 minutes 21 seconds west on said line, a distance of 20.14 feet;
8 thence south 89 degrees 47 minutes 24 seconds east, a
9 distance of 22.06 feet; thence south 00 degrees 16 minutes 54
10 seconds west, a distance of 39.86 feet to a point on the
11 northerly line of Fletcher Avenue; thence north 89 degrees 47
12 minutes 24 seconds west on said north line, a distance of
13 62.00 feet; thence south 44 degrees 45 minutes 03 seconds
14 east, a distance of 56.53 feet to a point on the southerly line of
15 Fletcher Avenue; thence south 89 degrees 47 minutes 24
16 seconds east on said south line, a distance of 307.00 feet;
17 thence south 44 degrees 21 minutes 06 seconds east, a
18 distance of 21.20 feet; thence south 00 degrees 16 minutes 54
19 seconds west, on the westerly right-of-way line of North 27th
20 Street, a distance of 604.89 feet to the point of beginning and
21 containing a calculated area of 814,983.22 square feet or
22 18.71 acres more or less;

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

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

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

29 1. That the plat of **NORTH CREEK 1ST ADDITION** as an addition to the City
30 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Lincoln**
31 **North Creek, L.L.C., a Nebraska Limited Liability Company; Nebraska Title Company,**
32 **Trustee, a Nebraska corporation; and Southview, Inc., a Nebraska corporation,** as
33 owners is hereby accepted and approved, and said owners are given the right to plat said

1 as an addition to said City in accordance therewith. Such acceptance and approval are
2 conditioned upon the following:

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

9 Second: That said owners shall at their own cost and expense pay
10 for all labor, material, engineering, and inspection costs in connection with the construction
11 of sidewalks along Fletcher Avenue and North 27th Street as shown on the final plat. The
12 construction shall be completed within four years following Planning Commission approval
13 of this final plat.

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

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

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

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

9 Eighth: That said owners shall at their own cost and expense pay for
10 all labor, material, engineering, and inspection costs in connection with the placing of
11 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
12 lot staking shall be completed before construction on or conveyance of any lot shown in
13 this final plat.

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

18 The owners, their successors and assigns agree:

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

22 b. To protect the remaining trees on the site during construction
23 and development.

1 c. To pay all improvement costs except those which are
2 specifically subsidized by the City.

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

4 e. To continuously and regularly maintain landscape screens.

5 f. To complete the private improvements shown on the preliminary
6 plat.

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

14 h. To relinquish the right of direct vehicular access from Outlot "B:
15 to North 27th Street.

16 i. To relinquish the right of direct vehicular access from Lot 2,
17 Block 1 except at the designated existing curb cut.

18 j. To comply with the provisions of the Land Subdivision
19 Ordinance regarding land preparation.

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

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

1 a. A bond or an approved escrow or security agreement in the
2 sum of \$206,000.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

4 b. A bond or an approved escrow or security agreement in the
5 sum of \$14,000.00 conditioned upon the strict compliance by said owners with the
6 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

7 c. A bond or an approved escrow or security agreement in the
8 sum of \$56,100.00 conditioned upon the strict compliance by said owners with the
9 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

10 d. A bond or an approved escrow or security agreement in the
11 sum of \$21,000.00 conditioned upon the strict compliance by said owners with the
12 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

13 e. A bond or an approved escrow or security agreement in the
14 sum of \$194,100.00 conditioned upon the strict compliance by said owners with the
15 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

16 f. A bond or an approved escrow or security agreement in the
17 sum of \$272,000.00 conditioned upon the strict compliance by said owners with the
18 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

19 g. A bond or an approved escrow or security agreement in the
20 sum of \$4,840.00 conditioned upon the strict compliance by said owners with the
21 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

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

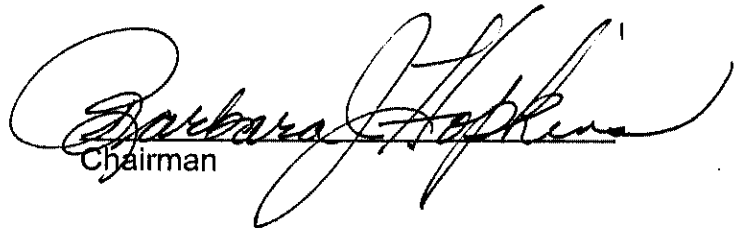
4 The bonds required above shall be subject to approval by the City Attorney.
5 In the event that said owners or their surety shall fail to satisfy the conditions herein set
6 forth within the time specified in this resolution, the City may cause the required work to be
7 performed and recover the cost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

8 4. Immediately upon the adoption of this resolution and receipt of the
9 written agreement required herein, the City Clerk shall cause the final plat and a certified
10 copy of this resolution together with said written agreement to be filed in the office of the
11 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said
12 owners.


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

15 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 1ST 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 1ST 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 except those which are specifically subsidized by the City.
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 relinquish the right of direct vehicular access from Outlot "B: to North 27th Street.
8. The Subdivider agrees to relinquish the right of direct vehicular access from Lot 2, Block 1 except at the designated existing curb cut.
9. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
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 15 day of October, 1999.

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

Michelle Bahensky
Witness

Robert D. Hampton
Robert D. Hampton, Managing Member

SOUTHVIEW INC.,
a Nebraska corporation,

Michelle Bahensky
Witness

John F. Schleich
John F. Schleich, Vice President

ATTEST:

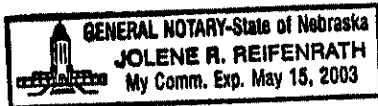
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul M. Mahoney
City Clerk

Ann Wersky
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

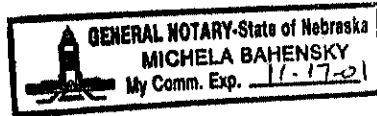
The foregoing instrument was acknowledged before me this 15th day of October, 1999, by Robert D. Hampton, Managing Member, Lincoln North Creek, L.L.C., a Nebraska limited liability company.



Jolene R. Reifensath
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

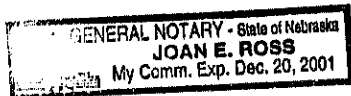
The foregoing instrument was acknowledged before me this 15 day of October, 1999, by John F. Schleich, Vice President, Southview, Inc., a Nebraska corporation, Trustee.



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 1st 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 28th day of October, 1999.


Joan E. Ross, Deputy City Clerk

Ret to City Clerk