

# 75 50

BLOCK

INST NO 2003

0 | | | 0 |

2003 FEB -4 P 1:52

LANCASTER COUNTY, NE

CODE
CHECKED
ENTERED
EDITED

RESOLUTION NO. PC- 00765

1 A RESOLUTION accepting and approving the plat designated as **I-80**  
 2 **BUSINESS PARK 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, **Hampton, L.L.C.**, a Nebraska limited liability company, and  
 7 **George and Barbara J. Hendricks, husband and wife**, owners of a tract of land legally  
 8 described as:

9 Lots 40 I.T., 41 I.T., 64 I.T., 71 I.T., and 78 I.T., all located in  
 10 the Southeast Quarter of Section 20, Township 10 North,  
 11 Range 6 East of the 6th P.M., City of Lincoln, Lancaster  
 12 County, Nebraska, and more fully described as follows:

13 Commencing at the southeast corner of said Section 20;  
 14 thence on an assumed bearing of north 89 degrees 37 minutes  
 15 20 seconds west along the south line of said Section 20, a  
 16 distance of 39.43 feet to a point; thence north 00 degrees 22  
 17 minutes 40 seconds east, a distance of 76.31 feet to the  
 18 southeast corner of said Lot 71 I.T., said point being the true  
 19 point of beginning; thence north 89 degrees 59 minutes 58  
 20 seconds west along the south line of said Lot 71 I.T., a  
 21 distance of 295.24 feet to a point of deflection; thence north 63  
 22 degrees 55 minutes 41 seconds west, along the southwest line  
 23 of said Lot 71 I.T., a distance of 141.14 feet to the southeast  
 24 corner of said Lot 40 I.T.; thence north 86 degrees 33 minutes  
 25 04 seconds west along the south line of said Lot 40 I.T.; a  
 26 distance of 197.30 feet to the southeast corner of said Lot 41  
 27 I.T.; thence north 86 degrees 33 minutes 05 seconds west  
 28 along the south line of said Lot 41 I.T., a distance of 71.50 feet  
 29 to a point of curvature; thence along a curve in a clockwise  
 30 direction having a radius of 1045.90 feet, arc length of 631.52  
 31 feet, delta angle of 34 degrees 35 minutes 43 seconds, a  
 32 chord bearing of north 70 degrees 11 minutes 13 seconds  
 33 west along the south line of said Lot 41 I.T., and a chord length  
 34 of 621.97 feet to the southwest corner of said Lot 41 I.T.;  
 35 thence north 00 degrees 46 minutes 49 seconds east along

*City Clerk*

1 the west line of said Lot 41 I.T., a distance of 180.72 feet to the  
2 northwest corner of said Lot 41 I.T.; thence along a curve in a  
3 counter clockwise direction having a radius of 6553.90 feet, arc  
4 length of 629.68 feet, delta angle of 05 degrees 30 minutes 17  
5 seconds, a chord bearing of north 80 degrees 22 minutes 05  
6 seconds east and a chord length of 629.44 feet; thence along  
7 the north line of said Lot 41 I.T. to a point of deflection; thence  
8 north 00 degrees 53 minutes 54 seconds east along the west  
9 line of said Lot 41 I.T., a distance of 62.31 feet to a point of  
10 deflection; thence south 89 degrees 57 minutes 00 seconds  
11 east along the north line of said Lots 41 I.T., and Lot 78 I.T., a  
12 distance of 256.40 feet to a point of deflection; thence north 74  
13 degrees 16 minutes 58 seconds east along the north line of  
14 said Lot 78 I.T., a distance of 324.33 feet to a point of  
15 deflection; thence north 71 degrees 50 minutes 58 seconds  
16 east along the north line of said Lot 78 I.T., a distance of  
17 105.84 feet to the northeast corner of said Lot 78 I.T.; thence  
18 south 00 degrees 48 minutes 33 seconds west along the east  
19 line of said Lot 78 I.T., and said Lot 64 I.T., said line being  
20 33.00 feet west of and parallel with the east line of said Section  
21 20, a distance of 384.61 feet to the northeast corner of Lot 39  
22 I.T.; thence north 89 degrees 49 minutes 00 seconds west  
23 along the north line of Lot 39 I.T., a distance of 148.49 feet to  
24 the northwest corner of Lot 39 I.T.; thence south 00 degrees  
25 47 minutes 41 seconds west along the west line of Lot 39 I.T.,  
26 a distance of 119.72 feet to the southwest corner of Lot 39 I.T.,  
27 said point being on the north line of said Lot 71 I.T.; thence  
28 south 89 degrees 37 minutes 42 seconds east along the north  
29 line of said Lot 71 I.T., a distance of 148.45 feet to the  
30 northeast corner of said Lot 71 I.T.; thence south 00 degrees  
31 48 minutes 33 seconds west along the east line of said Lot 71  
32 I.T., said line being 33.00 feet west of and parallel with the east  
33 line of said Section 20, a distance of 79.13 feet to a point of  
34 deflection; thence south 08 degrees 47 minutes 18 seconds  
35 west along the east line of said Lot 71 I.T., a distance of 50.43  
36 feet to a point of deflection; thence south 00 degrees 48  
37 minutes 33 seconds west along the east line of said Lot 71 I.T.,  
38 a distance of 124.23 feet to the true point of beginning, said  
39 tract contains a calculated area of 639,752.23 square feet, or  
40 14.68 acres and 14 lots, more or less;

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

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

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

5           1. That the plat of **I-80 BUSINESS PARK ADDITION** as an addition to the  
6 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by  
7 **Hampton, L.L.C., a Nebraska limited liability company, and George and Barbara J.**  
8 **Hendricks, husband and wife**, as owners, is hereby accepted and approved, and said  
9 owners are given the right to plat said **I-80 BUSINESS PARK ADDITION** as an addition  
10 to said City in accordance therewith. Such acceptance and approval are conditioned upon  
11 the following:

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

18           Second: That said owners shall at their own cost and expense pay for all  
19 labor, material, engineering, and inspection costs in connection with the construction of  
20 sidewalks along the west side of N.W. 27th Street as shown on the final plat. The  
21 construction shall be completed within four years following Planning Commission approval  
22 of this final plat.

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

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

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

16 Sixth: That said owners shall at their own cost and expense pay for all labor,  
17 material, engineering, and inspection costs in connection with the installation of a private  
18 ornamental street lighting system as required by the preliminary plat along West P Circle,  
19 N.W. 28th Street, Micron Drive, and Bizpark Drive as shown on this final plat. The  
20 construction shall be completed within two years following Planning Commission approval  
21 of this final plat.

22 Seventh: That said owners shall at their own cost and expense pay for all  
23 labor, material, and related costs in connection with the installation of street trees along

1 N.W. 27th Street, Micron Drive, W. O Street, N.W. 28th Street, W. P Street, W. P Circle,  
2 and Bizpark Drive as shown on this final plat. The planting shall be completed within four  
3 years following Planning Commission approval of this final plat.

4 Eighth: That said owners shall at their own cost and expense pay for all  
5 labor, material, and related costs in connection with the installation of a landscape screen  
6 as shown on the approved landscape plan. The installation shall be completed within two  
7 years following Planning Commission approval of this final plat.

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

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

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

20 The owners, their successors and assigns agree:

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

- 1                   b.     To protect the remaining trees on the site during construction  
2 and development.
- 3                   c.     To pay all improvement costs.
- 4                   d.     To submit to lot buyers and home builders a copy of the soil  
5 analysis.
- 6                   e.     To continuously and regularly maintain street trees along the  
7 private roadways.
- 8                   f.     To complete the private improvements shown on the preliminary  
9 plat.
- 10                  g.     To maintain the private improvements including private sanitary  
11 sewers and lift station on a permanent and continuous basis. However, the owner may be  
12 relieved and discharged of this maintenance obligation upon creating in writing a  
13 permanent and continuous association of property owners who would be responsible for  
14 said permanent and continuous maintenance. The owner shall not be relieved of such  
15 maintenance obligation until the document or documents creating said property owners  
16 association have been reviewed and approved by the City Attorney and filed of record with  
17 the Register of Deeds.
- 18                  h.     To continuously and regularly maintain street trees and  
19 landscape screens planted on private property. However, the owners may be relieved and  
20 discharged of this maintenance obligation upon incorporating such maintenance  
21 obligations in permanent covenants and restrictions in deeds to such private property. The  
22 owners shall not be relieved of such maintenance obligations until the permanent

1 covenants and restrictions in deeds have been reviewed and approved by the City Attorney  
2 and filed of record with the Register of Deeds.

3 i. To incorporate into covenants and restrictions governing the  
4 final plat a statement that the subdivider requested a reduction in the right-of-way width  
5 and pavement width in Bizpark Drive, and the City of Lincoln agreed to the reduction  
6 provided on-street parking is prohibited. This document including the statement is to  
7 receive the City Attorney's approval and recorded with the Register of Deeds.

8 j. To comply with the provisions of the Land Subdivision  
9 Ordinance regarding land preparation.

10 k. To relinquish the right of direct vehicular access from Lot 1,  
11 Block 2, Lots 1 and 2, Block 1 to N.W. 27th Street and Lots 4, 5, 6, 7, Block 2, Lots 2, 3,  
12 and 4, Block 1, to West O Street.

13 l. To complete the permanent lot and block staking before  
14 construction on or conveyance of any lot shown on this final plat.

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

17 a. A bond or an approved escrow or security agreement in the  
18 sum of \$116,700.00 conditioned upon the strict compliance by said owners with the  
19 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

20 b. A bond or an approved escrow or security agreement in the  
21 sum of \$8,320.00 conditioned upon the strict compliance by said owners with the  
22 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

1           c.     A bond or an approved escrow or security agreement in the  
2 sum of \$89,400.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

4           d.     A bond or an approved escrow or security agreement in the  
5 sum of \$36,200.00 conditioned upon the strict compliance by said owners with the  
6 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

7           e.     A bond or an approved escrow or security agreement in the  
8 sum of \$30,000.00 conditioned upon the strict compliance by said owners with the  
9 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

10          f.     A bond or an approved escrow or security agreement in the  
11 sum of \$34,450.00 conditioned upon the strict compliance by said owners with the  
12 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

13          g.     A bond or an approved escrow or security agreement in the  
14 sum of \$16,500.00 conditioned upon the strict compliance by said owners with the  
15 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

16          h.     A bond or an approved escrow or security agreement in the  
17 sum of \$7,560.00 conditioned upon the strict compliance by said owners with the  
18 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

19          i.     A bond or an approved escrow or security agreement in the  
20 sum of \$345.00 conditioned upon the strict compliance by said owners with the conditions  
21 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.



1           j.       A bond or an approved escrow or security agreement in the  
2 sum of \$1,400.00 conditioned upon the strict compliance by said owners with the  
3 conditions contained in paragraph designated "Tenth" 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 2nd day of October, 2002.

15           Dated this 2nd day of October, 2002.

ATTEST:

  
\_\_\_\_\_  
Chairman

Approved as to Form & Legality:

  
\_\_\_\_\_  
Chief Assistant City Attorney

## AGREEMENT

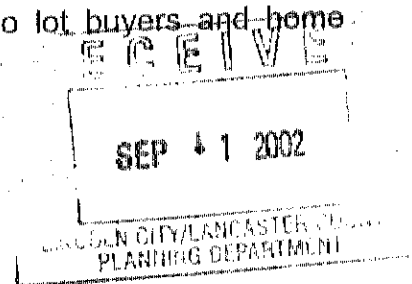
THIS AGREEMENT is made and entered into by and between **Hampton, L.L.C., a Nebraska limited liability company, and George and Barbara J. Hendricks, husband and wife**, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **I-80 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 **I-80 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 for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
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 home builders a copy of the soil analysis.



5. The Subdivider agrees to continuously and regularly maintain street trees along the private roadways.

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

7. The Subdivider agrees to incorporate into covenants and restrictions governing the final plat a statement that the subdivider requested a reduction in the right-of-way width and pavement width in Bizpark Drive, and the City of Lincoln agreed to the reduction provided on-street parking is prohibited. This document including the statement is to receive the City Attorney's approval and recorded with the Register of Deeds.

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

9. The Subdivider agrees to relinquish the right of direct vehicular access from Lot 1, Block 2, Lots 1 and 2, Block 1 to N.W. 27th Street and Lots 4, 5, 6, 7, Block 2, Lots 2, 3, and 4, Block 1, to West O Street.

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. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens planted on private property. However, the Subdivider may be relieved and discharged of this maintenance obligation upon incorporating such maintenance obligations in permanent covenants and restrictions in deeds to such private property. The Subdivider shall not be relieved of such maintenance obligations until the permanent covenants and restrictions in deeds have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Hampton, L.L.C.,  
a Nebraska limited liability company,

*Julie P. [Signature]*  
Witness

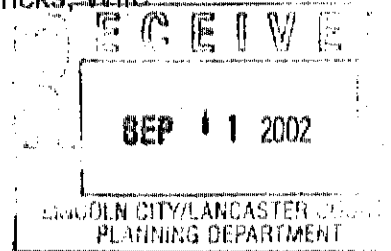
*Robert D. Hampton*  
Robert D. Hampton, Managing Member

*[Signature]*  
Witness

*George Hendricks*  
George Hendricks, Husband

*[Signature]*  
Witness

*Barbara J. Hendricks*  
Barbara J. Hendricks, Wife

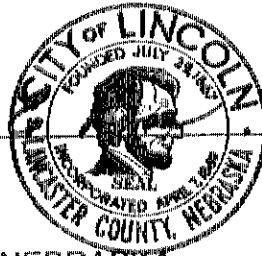


ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

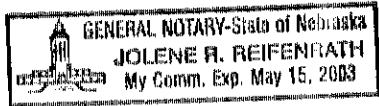
*Jean*  
City Clerk

*Don Weedy*  
Mayor



STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2002, by Robert D. Hampton, Managing Member, Hampton, L.L.C., a Nebraska limited liability company.

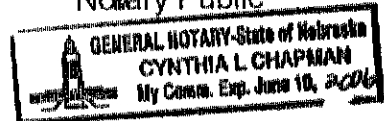


*Jolene R. Reifenrath*  
Notary Public

STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 10 day of September, 2002, by George Hendricks, husband.

*Cynthia L. Chapman*  
Notary Public



STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 10 day of September, 2002, by Barbara J. Hendricks, wife.

*Cynthia L. Chapman*  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2008, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation. 3



Glenna S. Graupmann  
Notary Public

# CERTIFICATE

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

I, Teresa J. Meier, 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 **I-80 Business Park Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **Oct. 2, 2002**, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 4<sup>th</sup> day of February, 2003.

