

\$60.50

Dan Jaltz
REGISTER OF DEEDS
2000 FEB -2 P 3 35

INST. NO 2000
004427

BLOCK
CODE
IT
CHECKED
ENTERED
EDITED

\$60.50

RESOLUTION NO. PC- 00571

1 A RESOLUTION accepting and approving the plat designated as **NORTH**
2 **CREEK 2ND 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**, owner of a tract of land legally described as:

8 Lot 32 I.T. in the Southeast Quarter of Section 36, Township
9 11 North, Range 6 East of the 6th P.M., Lancaster County,
10 Nebraska, and more fully described by metes and bounds as
11 follows:

12 Referring to the northeast corner of the Southeast Quarter of
13 said Section 36; thence north 89 degrees 35 minutes 42
14 seconds west (an assumed bearing), a distance of 230.00 feet
15 to the point of beginning; thence south 00 degrees 16 minutes
16 54 seconds west, a distance of 33.00 feet; thence south 89
17 degrees 35 minutes 42 seconds east, a distance of 165.00
18 feet; thence south 44 degrees 39 minutes 23 seconds east, a
19 distance of 21.24 feet; thence south 00 degrees 16 minutes 54
20 seconds west, on the west right-of-way line of North 27th
21 Street, a distance of 1098.66 feet; thence north 89 degrees 48
22 minutes 35 seconds west, a distance of 322.11 feet; thence
23 south 00 degrees 15 minutes 21 seconds west, a distance of
24 307.88 feet; thence north 89 degrees 47 minutes 24 seconds
25 west, a distance of 698.00 feet; thence north 10 degrees 12
26 minutes 36 seconds east, a distance of 135.21 feet to the point
27 of curvature of a curve to the right, having a central angle of 47
28 degrees 30 minutes 08 seconds, an arc length of 154.21 feet,
29 a radius of 186.00 feet, a chord bearing north 33 degrees 57
30 minutes 39 seconds east and a chord length of 149.83 feet;
31 thence on said curve to the right, a distance of 154.21 feet to
32 the point of tangency; thence north 57 degrees 42 minutes 43
33 seconds east, a distance of 388.14 feet to the point of curva-
34 ture of a curve to the left, having a central angle of 61 degrees
35 41 minutes 51 seconds, an arc length of 284.28 feet, a radius
36 of 264.00 feet, a chord bearing north 26 degrees 51 minutes
37 48 seconds east and a chord length of 270.74 feet; thence on

1 said curve to the left, a distance of 284.28 feet to the point of
2 tangency; thence north 03 degrees 59 minutes 08 seconds
3 west, a distance of 338.97 feet to the point of curvature of a
4 curve to the right, having a central angle of 04 degrees 18
5 minutes 24 seconds, an arc length of 153.04 feet, a radius of
6 2036.00 feet, a chord bearing north 01 degrees 49 minutes 56
7 seconds west and a chord length of 153.00 feet; thence on
8 said curve to the right, a distance of 153.04 feet to the point of
9 tangency; thence north 00 degrees 19 minutes 16 seconds
10 east, a distance of 257.13 feet to a point on the north line of
11 the Southeast Quarter of Section 36; thence south 89 degrees
12 35 minutes 42 seconds east on said line, a distance of 316.01
13 feet to the point of beginning and containing a calculated area
14 of 18.153 acres more or less;

15 has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,
16 with a request for approval and acceptance thereof; and

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

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

21 1. That the plat of **NORTH CREEK 2ND ADDITION** as an addition to the City
22 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Lincoln**
23 **North Creek, L.L.C., a Nebraska limited liability company**, as owner is hereby accepted
24 and approved, and said owner is given the right to plat said **NORTH CREEK 2ND**
25 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
26 approval are conditioned upon the following:

27 First: That said owner shall at its own cost and expense pay for all
28 labor, material, engineering, and inspection costs in connection with the construction of
29 street improvements, including the grading, paving, and installation of curb and gutter, curb
30 inlets, and storm drain laterals for all streets as shown on the approved final plat. The

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

3 Second: That said owner shall at its own cost and expense pay for
4 all labor, material, engineering, and inspection costs in connection with the construction
5 of additional street improvements, including the grading, paving, and installation of curb
6 and gutter, curb inlets, and storm drain laterals for Telluride Drive south to Fletcher Avenue
7 as shown on the approved final plat. The construction shall be completed within two years
8 following Planning Commission approval of this final plat.

9 Third: That said owner shall at its own cost and expense pay for all
10 labor, material, engineering, and inspection costs in connection with the construction of
11 sidewalks as shown on the final plat. The construction shall be completed within four years
12 following Planning Commission approval of this final plat.

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

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

1 Sixth: That said owner shall at its own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the construction of
3 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 owner shall at its own cost and expense pay for
6 all labor, material, engineering, and inspection costs in connection with the construction
7 of three box culverts for this addition and in Fletcher Avenue as shown on this final plat.
8 The construction shall be completed within two years following Planning Commission
9 approval of this final plat.

10 Eighth: That said owner shall at its own cost and expense pay for all
11 labor, material, engineering, and inspection costs in connection with the installation of an
12 ornamental street lighting system as required by the preliminary plat for all streets shown
13 on this final plat. The construction shall be completed within two years following Planning
14 Commission approval of this final plat.

15 Ninth: That said owner shall at its own cost and expense pay for all
16 labor, material, and related costs in connection with the installation of street trees as shown
17 on this final plat. The planting shall be completed within four years following Planning
18 Commission approval of this final plat.

19 Tenth: That said owner shall at its own cost and expense pay for all
20 labor, material, and related costs in connection with the installation of street name signs
21 as approved by the Public Works Department. This installation shall be completed within
22 two years following Planning Commission approval of this final plat.

1 Eleventh: That said owner shall at its own cost and expense pay for
2 all labor, material, engineering, and inspection costs in connection with the placing of
3 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
4 lot staking shall be completed before construction on or conveyance of any lot shown in
5 this final plat.

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

10 The owner, its successors and assigns agree:

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

14 b. To protect the remaining trees on the site during construction
15 and development.

16 c. To pay all improvement costs.

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

18 e. To complete the private improvements shown on the preliminary
19 plat.

20 f. To maintain the outlots and private improvements on a
21 permanent and continuous basis. However, the owner may be relieved and discharged
22 of this maintenance obligation upon creating in writing a permanent and continuous
23 association of property owners who would be responsible for said permanent and

1 continuous maintenance. The owner shall not be relieved of such maintenance obligation
2 until the document or documents creating said property owners association have been
3 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

4 g. To comply with the provisions of the Land Subdivision
5 Ordinance regarding land preparation.

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

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

10 a. A bond or an approved escrow or security agreement in the
11 sum of \$173,700.00 conditioned upon the strict compliance by said owner with the
12 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

13 b. A bond or an approved escrow or security agreement in the
14 sum of \$56,700.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

16 c. A bond or an approved escrow or security agreement in the
17 sum of \$33,400.00 conditioned upon the strict compliance by said owner with the
18 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

19 d. A bond or an approved escrow or security agreement in the
20 sum of \$67,300.00 conditioned upon the strict compliance by said owner with the
21 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 \$66,400.00 conditioned upon the strict compliance by said owner 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 \$33,000.00 conditioned upon the strict compliance by said owner 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 \$272,000.00 conditioned upon the strict compliance by said owner 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 \$24,000.00 conditioned upon the strict compliance by said owner with the
12 conditions 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 \$21,835.00 conditioned upon the strict compliance by said owner with the
15 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

16 j. A bond or an approved escrow or security agreement in the
17 sum of \$345.00 conditioned upon the strict compliance by said owner with the conditions
18 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

19 k. A bond or an approved escrow or security agreement in the
20 sum of \$700.00 conditioned upon the strict compliance by said owner with the conditions
21 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

22 The bonds required above shall be subject to approval by the City Attorney.
23 In the event that said owner or its surety shall fail to satisfy the conditions herein set forth

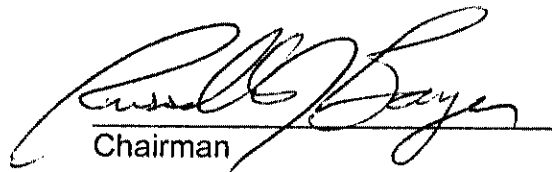
1 within the time specified in this resolution, the City may cause the required work to be
2 performed and recover the cost thereof from said owner and its surety.

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

7 The foregoing Resolution was approved by the Lincoln City - Lancaster
8 County Planning Commission on this 12th day of JANUARY, 2000.

9 Dated this 12th day of JANUARY, 2000.

ATTEST:


Chairman

Approved as to Form & Legality:



Chief 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**, 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 2ND 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 2ND 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 complete the private improvements shown on the preliminary plat.

THE CITY OF LINCOLN, NEBRASKA
CITY CLERK

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

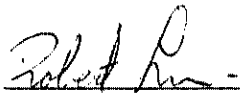
7. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

8. 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.

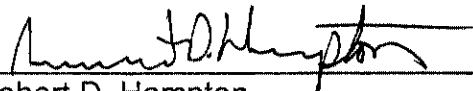
9. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 7 day of JANUARY, 2000.

Lincoln North Creek, L.L.C.,
a Nebraska limited liability company,



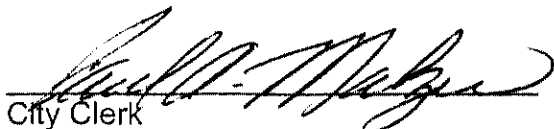
Witness



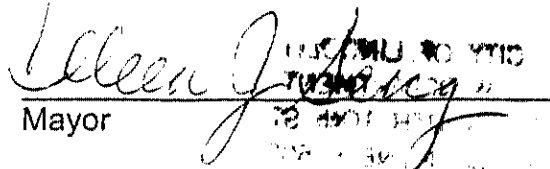
Robert D. Hampton
Managing Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



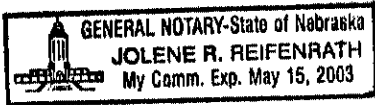
City Clerk



Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

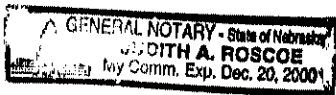
The foregoing instrument was acknowledged before me this 7th day of January, 2000, by Robert D. Hampton, Managing Member, Lincoln North Creek, L.L.C., a Nebraska limited liability company.



Jolene R. Reifernath
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of February, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

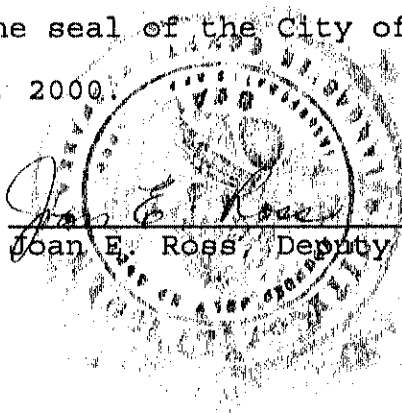
RECORDED IN BOOK 1000 PAGE 1000
INDEXED IN BOOK 1000 PAGE 1000

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 2nd Addition** as passed and approved by the Lincoln City-Lancaster County Planning Commission on January 12, 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 1st day of February, 2000.


Joan E. Ross

Joan E. Ross, Deputy City Clerk

Ret to City Clerk