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Dan Jolte

REGISTER OF DEEDS

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LANCASTER COUNTY, NE

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RESOLUTION NO. PC- 00710

A RESOLUTION accepting and approving the plat designated as **NORTH CREEK COMMERCIAL 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, **Lincoln North Creek, L.L.C., a Nebraska Limited Liability Company, and High Pointe, Inc., a Nebraska corporation**, owners of a tract of land legally described as:

SW 1/4
Lot 41 Irregular Tract, Outlot "A", North Creek 2nd Addition, Lot 3, Block 1 and Lot 1, Block 4, High Pointe North Commercial Park Addition, all in Section 36, Township 11 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more fully described by metes and bounds as follows:

Referring to the northeast corner of the Southeast Quarter of said Section 36; thence north 89 degrees 35 minutes 42 seconds west (an assumed bearing) on the north line of said Southeast Quarter, a distance of 546.00 feet to the point of beginning; thence south 00 degrees 19 minutes 16 seconds west, a distance of 257.13 feet to the point of curvature of a curve to the left, having a central angle of 02 degrees 48 minutes 14 seconds, a radius of 2036.00 feet, an arc length of 99.64 feet, a chord length of 99.63 feet and a chord bearing south 01 degrees 04 minutes 51 seconds east; thence on said curve, a distance of 99.64 feet; thence south 05 degrees 15 minutes 56 seconds east, a distance of 102.95 feet; thence south 03 degrees 59 minutes 08 seconds east, a distance of 289.44 feet to the point of curvature of a curve to the right, having a central angle of 61 degrees 41 minutes 51 seconds, a radius of 267.00 feet, an arc length of 287.51 feet, a chord length of 273.82 feet and a chord bearing south 26 degrees 51 minutes 48 seconds west; thence on said curve, a distance of 287.51 feet to the point of tangency; thence south 57 degrees 42 minutes 43 seconds west, a distance of 213.14 feet; thence south 60

1 degrees 49 minutes 09 seconds west, a distance of 55.34
2 feet; thence south 57 degrees 42 minutes 43 seconds west,
3 a distance of 119.74 feet to the point of curvature of a curve
4 to the left, having a central angle of 47 degrees 30 minutes
5 10 seconds, a radius of 186.00 feet, an arc length of 154.21
6 feet, a chord length of 149.83 feet and a chord bearing
7 south 33 degrees 57 minutes 39 seconds west; thence on
8 said curve, a distance of 154.21 feet to the point of
9 tangency; thence south 10 degrees 12 minutes 36 seconds
10 west, a distance of 135.21 feet; thence north 89 degrees 47
11 minutes 24 seconds west, a distance of 233.10 feet; thence
12 south 65 degrees 26 minutes 05 seconds west, a distance of
13 1494.25 feet to a point on the west line of the Southeast
14 Quarter of Section 36; thence north 00 degrees 25 minutes
15 29 seconds east, on said line, a distance of 1533.61 feet to
16 a point on the easterly right-of-way line of Interstate 80;
17 thence north 38 degrees 49 minutes 13 seconds east, on
18 said line, a distance of 709.74 feet to a point on the north
19 line of the Southeast Quarter of Section 36; thence north 40
20 degrees 15 minutes 18 seconds east, on said line, a
21 distance of 857.81 feet; thence south 37 degrees 42 minutes
22 56 seconds east, a distance of 453.97 feet; thence south 40
23 degrees 15 minutes 18 seconds west, a distance of 392.61
24 feet to a point on the north line of said Southeast Quarter;
25 thence south 89 degrees 35 minutes 42 seconds east, on
26 said line, a distance of 93.78 feet; thence north 40 degrees
27 15 minutes 18 seconds east, a distance of 197.51 feet;
28 thence south 49 degrees 44 minutes 42 seconds east, a
29 distance of 212.06 feet to the point of curvature of a curve to
30 the left, having a central angle of 06 degrees 17 minutes 33
31 seconds, a radius of 240.00 feet, an arc length of 26.36 feet,
32 a chord length of 26.35 feet and a chord bearing south 52
33 degrees 53 minutes 29 seconds east; thence on said curve,
34 a distance of 26.36 feet to a point on the north line of said
35 Southeast Quarter and the point of tangency; thence south
36 89 degrees 35 minutes 42 seconds east, on said line, a
37 distance of 684.38 feet to the point of beginning and
38 containing a calculated area of 80.600 acres more or less;

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

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

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

3 1. That the plat of **NORTH CREEK COMMERCIAL PARK ADDITION** as
4 an addition to the City of Lincoln, Nebraska, filed in the office of the Planning
5 Department of said City by **Lincoln North Creek, L.L.C., a Nebraska limited liability**
6 **company, and High Pointe, Inc., a Nebraska corporation,** as owners is hereby
7 accepted and approved, and said owners are given the right to plat said **NORTH**
8 **CREEK COMMERCIAL PARK ADDITION** as an addition to said City in accordance
9 therewith. Such acceptance and approval are conditioned upon the following:

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

16 Second: That said owners shall at their own cost and expense pay for all
17 labor, material, engineering, and inspection costs in connection with the construction of
18 sidewalks as shown on the final plat. The construction shall be completed within four years
19 following Planning Commission approval of this final plat.

20 Third: That said owners shall at their own cost and expense pay for all labor,
21 material, engineering, and inspection costs in connection with the construction of a public
22 water distribution system as shown on the approved preliminary plat. The construction

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

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

8 Fifth: That said owners shall at their own cost and expense pay for all labor,
9 material, engineering, and inspection costs in connection with the construction of drainage
10 facilities as shown on the approved drainage study. The construction shall be completed
11 within two years following Planning Commission approval of this final plat.

12 Sixth: 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 the
14 private drainage facilities as shown on the approved drainage study. The construction
15 shall be completed within two years following Planning Commission approval of this final
16 plat.

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

22 Eighth: 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 as shown

1 on final plat. The planting shall be completed within four years following Planning
2 Commission approval of this final plat.

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

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

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

1 b. To protect the remaining trees on the site during construction
2 and development.

3 c. To pay all improvement costs except those which are
4 specifically subsidized by the City as follows:

5 i. The difference in cost between an 8" water main and
6 16" water main.

7 ii. The difference in cost between an 8" sanitary sewer
8 and a 12" sanitary sewer.

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

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

12 f. 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 g. To continuously and regularly maintain street trees and
20 landscape screens planted on private property. However, the owners may be relieved and
21 discharged of this maintenance obligation upon incorporating such maintenance
22 obligations in permanent covenants and restrictions in deeds to such private property. The
23 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 h. To inform all purchasers and users that the land is located
4 within the 100 year flood plain and that the lot shall be in conformance with the grading
5 plan approved with the North Creek Commercial Park Preliminary Plat No. 01003 or as
6 amended by the director of Planning. The volume of fill material brought into each lot from
7 outside the flood plain shall not exceed that shown on the approved grading plan
8 accompanying the preliminary plat.

9 i. To comply with the provisions of the Land Subdivision
10 Ordinance regarding land preparation.

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

13 k. To comply with the annexation agreement adopted by
14 Resolution #A-80805.

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 \$69,600.00 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 \$49,800.00 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 \$56,800.00 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 \$44,100.00 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 \$47,100.00 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 \$53,800.00 conditioned upon the strict compliance by said owner 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 \$16,750.00 conditioned upon the strict compliance by said owner 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 \$14,520.00 conditioned upon the strict compliance by said owner 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 \$3,410.00 conditioned upon the strict compliance by said owner with the conditions
21 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

22 i. A bond or an approved escrow or security agreement in the
23 sum of \$115.00 conditioned upon the strict compliance by said owner with the conditions
24 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

1 j. A bond or an approved escrow or security agreement in the
2 sum of \$1,000.00 conditioned upon the strict compliance by said owners with the
3 conditions contained in paragraph designated "Eleventh" 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 its 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 3rd day of October, 2001.

15 Dated this 3rd day of October, 2001.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **Lincoln North Creek, L.L.C., a Nebraska Limited Liability Company, and High Pointe, 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 COMMERCIAL 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 **NORTH CREEK COMMERCIAL 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 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 as follows:

a. The difference in cost between an 8" water main and 16" water main.

- b. The difference in cost between an 8" sanitary sewer and a 12" sanitary sewer.
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.
6. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year flood plain and that the lot shall be in conformance with the grading plan approved with the North Creek Commercial Park Preliminary Plat No. 01003 or as amended by the director of Planning. The volume of fill material brought into each lot from outside the flood plain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.
7. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
8. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
9. The Subdivider agrees to comply with the annexation agreement adopted by Resolution #A-80805.
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. The Subdivider agrees to maintain street trees and landscape screens planted on private property on a permanent and continuous basis. However, 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.

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

Dated this 28 day of September, 2001.

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

Julene Reifemuth
Witness

Robert D. Hampton
Robert D. Hampton
Managing Member

Linda Spits
Witness

High Pointe Inc.,
a Nebraska corporation,

Virgil Eihusen
Virgil Eihusen
President

ATTEST:

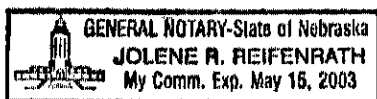
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Jan E Rose
City Clerk

Don Wesely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

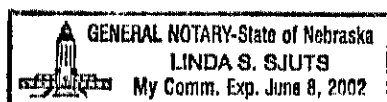
The foregoing instrument was acknowledged before me this 28th day of September, 2001, by Robert D. Hampton, Managing Member, Lincoln North Creek, L.L.C., a Nebraska limited liability company.



Jolene R. Reifensath
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of October, 2001, by Virgil Eihusen, President, High Pointe, Inc., a Nebraska corporation.



Linda S. Sjuts
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of October, 2001, 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, Teresa J. Meier-Brock, 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 Commercial Park** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held Oct. 3, 2001, 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 24th day of October, 2001.

Teresa J. Meier-Brock
Deputy City Clerk

