

Don Jolte
REGISTER OF DEEDS
2002 DEC 23 A 10 37
LANCASTER COUNTY, NE

\$91.50
INST NO 2002
092374

BLOCK
NO
CODE
STBCR
CHECKED
ENTERED
EDITED

RESOLUTION NO. PC- 00775

1 A RESOLUTION accepting and approving the plat designated as **STONE BRIDGE**
2 **CREEK 1ST 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, **Stone Bridge Creek L.L.C.**, a Nebraska limited liability company,
6 owner of a tract of land legally described as:

7 Outlots A, B, and F, Stone Bridge Creek Addition, Lincoln,
8 Lancaster County, Nebraska, located in the Northwest Quarter
9 of Section 36, Township 11 North, Range 6 East of the 6th P.M.,
0 Lancaster County, Nebraska, and more fully described as
1 follows:

2 Referring to the northwest corner of said Northwest Quarter;
3 thence south 89 degrees 28 minutes 59 seconds east (an
4 assumed bearing), a distance of 33.00 feet to a point on the east
5 right-of-way line of North 14th Street and the point of beginning;
6 thence south 00 degrees 21 minutes 14 seconds west, on said
7 line, a distance of 1673.48 feet; thence south 89 degrees 38
8 minutes 46 seconds east, a distance of 157.00 feet; thence north
9 00 degrees 21 minutes 14 seconds east, a distance of 6.22 feet;
0 thence south 89 degrees 38 minutes 46 seconds east, a
1 distance of 260.00 feet; thence north 00 degrees 21 minutes 14
2 seconds east, a distance of 24.11 feet; thence south 89 degrees
3 38 minutes 46 seconds east, a distance of 160.00 feet; thence
4 north 00 degrees 21 minutes 14 seconds east, a distance of
5 60.00 feet; thence north 14 degrees 28 minutes 18 seconds
6 east, a distance of 33.00 feet; thence north 35 degrees 29
7 minutes 58 seconds east, a distance of 407.92 feet; thence north
8 17 degrees 10 minutes 53 seconds east, a distance of 49.38
9 feet; thence north 03 degrees 18 minutes 23 seconds east, a
0 distance of 54.97 feet; thence north 00 degrees 21 minutes 14
1 seconds east, a distance of 130.90 feet; thence south 89
2 degrees 38 minutes 46 seconds east, a distance of 170.00 feet;
3 thence south 00 degrees 21 minutes 14 seconds west, a
4 distance of 13.15 feet; thence south 89 degrees 38 minutes 46
5 seconds east, a distance of 110.00 feet; thence north 00

1 degrees 21 minutes 14 seconds east, a distance of 40.00 feet;
2 thence south 89 degrees 38 minutes 46 seconds east, a
3 distance of 65.00 feet; thence south 71 degrees 40 minutes 52
4 seconds east, a distance of 68.33 feet; thence north 00 degrees
5 21 minutes 14 seconds east, a distance of 138.08 feet; thence
6 south 89 degrees 38 minutes 46 seconds east, a distance of
7 117.72 feet; thence south 87 degrees 43 minutes 19 seconds
8 east, a distance of 7.86 feet; thence north 04 degrees 12
9 minutes 08 seconds east, a distance of 66.00 feet to the point of
0 curvature of a curve to the right, having a central angle of 41
1 degrees 32 minutes 55 seconds, a radius of 183.00 feet, an arc
2 length of 132.70 feet, a chord length of 129.82 feet, and a chord
3 bearing south 65 degrees 01 minutes 25 seconds east; thence
4 on said curve, a distance of 132.70 feet to the point of tangency;
5 thence south 44 degrees 14 minutes 58 seconds east, a
6 distance of 117.27 feet; thence south 45 degrees 45 minutes 02
7 seconds west, a distance of 166.00 feet; thence south 44
8 degrees 14 minutes 58 seconds east, a distance of 560.00 feet;
9 thence south 10 degrees 17 minutes 23 seconds east, a
0 distance of 568.22 feet; thence north 49 degrees 59 minutes 06
1 seconds east, a distance of 78.32 feet to the point of curvature
2 of a curve to the left, having a central angle of 14 degrees 14
3 minutes 04 seconds, a radius of 1164.00 feet, an arc length of
4 289.18 feet, a chord length of 288.44 feet and a chord bearing
5 north 42 degrees 52 minutes 04 seconds east; thence on said
6 curve, a distance of 289.18 feet to the point of tangency; thence
7 north 35 degrees 45 minutes 02 seconds east, a distance of
8 66.84 feet to the point of curvature of a curve to the right, having
9 a central angle of 01 degrees 06 minutes 12 seconds, a radius
0 of 1033.00 feet, an arc length of 19.89 feet, a chord length of
1 19.89 feet and a chord bearing north 53 degrees 20 minutes 29
2 seconds west; thence on said curve, a distance of 19.89 feet to
3 the point of tangency; thence north 37 degrees 12 minutes 37
4 seconds east, a distance of 66.00 feet to the point of curvature
5 of a curve to the left, having a central angle of 01 degrees 04
6 minutes 44 seconds, a radius of 967.00 feet, an arc length of
7 18.21 feet, a chord length of 18.21 feet and a chord bearing
8 south 53 degrees 19 minutes 45 seconds east; thence on said
9 curve, a distance of 18.21 feet to the point of tangency; thence
0 north 35 degrees 45 minutes 02 seconds east, a distance of
1 707.42 feet; thence north 09 degrees 14 minutes 58 seconds
2 west, a distance of 35.36 feet; thence north 54 degrees 14
3 minutes 58 seconds west, a distance of 14.22 feet to the point of
4 curvature of a curve to the right, having a central angle of 08
5 degrees 51 minutes 54 seconds, a radius of 840.00 feet, an arc

1 length of 129.97 feet, a chord length of 129.84 feet and a chord
2 bearing north 49 degrees 49 minutes 01 seconds west; thence
3 on said curve a distance of 129.97 feet to the point of curvature
4 of a curve to the right having a central angle of 09 degrees 23
5 minutes 54 seconds, a radius of 416.00 feet, an arc length of
6 68.24 feet, a chord length of 68.16 feet and a chord bearing north
7 40 degrees 41 minutes 07 seconds west; thence on said curve,
8 a distance of 68.24 feet to the point of curvature of a curve to the
9 right, having a central angle of 02 degrees 47 minutes 55
0 seconds, a radius of 582.00 feet, an arc length of 28.43 feet, a
1 chord length of 28.43 feet and a chord bearing north 37 degrees
2 23 minutes 08 seconds west; thence on said curve a distance of
3 28.43 feet to the point of curvature of a curve to the right having
4 a central angle of 39 degrees 18 minutes 06 seconds, a radius
5 of 836.00 feet, an arc length of 573.45 feet, a chord length of
6 562.27 feet and a chord bearing north 19 degrees 08 minutes 02
7 seconds west; thence on said curve, a distance of 573.45 feet to
8 the point of tangency; thence north 00 degrees 31 minutes 01
9 seconds east, a distance of 21.27 feet; thence north 89 degrees
0 28 minutes 59 seconds west, a distance of 425.00 feet; thence
1 north 44 degrees 28 minutes 59 seconds west, a distance of
2 84.85 feet; thence north 00 degrees 31 minutes 01 seconds
3 east, a distance of 220.00 feet to a point on the north line of said
4 Northwest Quarter; thence north 89 degrees 28 minutes 59
5 seconds west on said line, a distance of 1847.58 feet to the point
6 of beginning and containing 76 lots and 3 outlots and a
7 calculated area of 74.67 acres more or less;

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

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

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

4 1. That the plat of **STONE BRIDGE CREEK 1ST ADDITION** as an addition to the
5 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Stone**
6 **Bridge Creek L.L.C., a Nebraska limited liability company**, as owner is hereby accepted

1 and approved, and said owner is given the right to plat said **STONE BRIDGE CREEK 1ST**
2 **ADDITION** as an addition to said City in accordance therewith. Such acceptance and
3 approval are conditioned upon the following:

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

9 Second: That said owner shall at its own cost and expense pay for all labor,
0 material, engineering, and inspection costs in connection with the construction of sidewalks
1 along both sides of all streets, along the south side of Alvo Road and along the east side of
2 N. 14th Street as shown on the final plat. The construction shall be completed within four years
3 following Planning Commission approval of this final plat.

4 Third: That said owner shall at its own cost and expense pay for all labor,
5 material, engineering, and inspection costs in connection with the construction of sidewalks
6 in pedestrian way easements as shown on the final plat. The construction shall be completed
7 at the same time that the adjacent streets within this final plat are paved.

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

2 Fifth: That said owner shall at its own cost and expense pay for all labor,
3 material, engineering, and inspection costs in connection with the construction of a public

1 wastewater collection system as shown on the approved preliminary plat. The construction
2 shall be completed within two years following Planning Commission approval of this final plat.

3 Sixth: That said owner shall at its own cost and expense pay for all labor,
4 material, engineering, and inspection costs in connection with the construction of drainage
5 facilities as shown on the approved drainage study. The construction shall be completed
6 within two years following Planning Commission approval of this final plat.

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

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

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

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

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

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

8 The owner, its successors and assigns agree:

9 a. To submit to the director of Public Works for review and approval a plan
0 showing proposed measures to control sedimentation and erosion and the proposed method
1 to temporarily stabilize all graded land.

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

4 c. To pay all improvement costs.

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

6 e. To complete the private improvements shown on the preliminary plat and
7 community unit plan.

8 f. To maintain Outlots A and B on a permanent and continuous basis.

9 g. To comply with the provisions of the Land Subdivision Ordinance
0 regarding land preparation.

1 h. To relinquish direct vehicular access to N. 14th Street and Alvo Road.

2 i. To relinquish access to N. 14th Street from Julesburg Drive until N. 14th
3 Street is improved according to the phasing plan.

1 j. To maintain the street trees, landscape screens, outlots and private
2 improvements on a permanent and continuous basis. However, the owner may be relieved
3 and discharged of this maintenance obligation upon creating in writing a permanent and
4 continuous association of property owners who would be responsible for said permanent and
5 continuous maintenance. The owner shall not be relieved of such maintenance obligation until
6 the document or documents creating said property owners association have been reviewed
7 and approved by the City Attorney and filed of record with the Register of Deeds.

8 k. To construct the sidewalk in the pedestrian way easement in Lot 10,
9 Block 6, at the same time as N. 15th Street is paved and to agree that no building permit shall
0 be issued for construction on Lots 10 and 11, Block 6, until such time as the sidewalk in
1 pedestrian way easement is constructed.

2 l. To perpetually maintain the sidewalks in the pedestrian way easements
3 on Lot 10, Block 6, at their own cost and expense.

4 m. To complete the permanent lot and block staking before construction on
5 or conveyance of any lot shown on this final plat.

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

8 a. A bond or an approved escrow or security agreement in the sum of
9 \$55,400.00 conditioned upon the strict compliance by said owner with the conditions
0 contained in paragraph designated "First" of Paragraph 1 of this resolution.

1 b. A bond or an approved escrow or security agreement in the sum of
2 \$40,320.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

1 c. A bond or an approved escrow or security agreement in the sum of
2 \$1,320.00 conditioned upon the strict compliance by said owner with the conditions contained
3 in paragraph designated "Third" of Paragraph 1 of this resolution.

4 d. A bond or an approved escrow or security agreement in the sum of
5 \$34,000.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

7 e. A bond or an approved escrow or security agreement in the sum of
8 \$38,500.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

0 f. A bond or an approved escrow or security agreement in the sum of
1 \$26,500.00 conditioned upon the strict compliance by said owner with the conditions
2 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

3 g. A bond or an approved escrow or security agreement in the sum of
4 \$12,000.00 conditioned upon the strict compliance by said owner with the conditions
5 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

6 h. A bond or an approved escrow or security agreement in the sum of
7 \$28,160.00 conditioned upon the strict compliance by said owner with the conditions
8 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

9 i. A bond or an approved escrow or security agreement in the sum of
0 \$9,050.00 conditioned upon the strict compliance by said owner with the conditions contained
1 in paragraph designated "Ninth" of Paragraph 1 of this resolution.

1 j. A bond or an approved escrow or security agreement in the sum of
2 \$230.00 conditioned upon the strict compliance by said owner with the conditions contained
3 in paragraph designated "Tenth" of Paragraph 1 of this resolution.

4 k. A bond or an approved escrow or security agreement in the sum of
5 \$2,100.00 conditioned upon the strict compliance by said owner with the conditions contained
6 in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

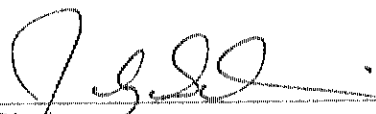
7 The bonds required above shall be subject to approval by the City Attorney. In the
8 event that said owner or its surety shall fail to satisfy the conditions herein set forth within the
9 time specified in this resolution, the City may cause the required work to be performed and
0 recover the cost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

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

5 The foregoing Resolution was approved by the Lincoln City - Lancaster County
6 Planning Commission on this 13th day of November, 2002.

7 Dated this 13th day of November, 2002.

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 **Stone Bridge 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 **STONE BRIDGE 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 **STONE BRIDGE 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 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 complete the private improvements shown on the preliminary plat and community unit plan.

6. The Subdivider agrees to maintain Outlots A and B on a permanent and continuous basis.

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

8. The Subdivider agrees to relinquish the right of direct vehicular access to N. 14th Street and Alvo Road.

9. The Subdivider agrees to relinquish access to N. 14th Street from Julesburg Drive until N. 14th Street is improved according to the phasing plan.

10. The Subdivider agrees to maintain the street trees, landscape screens, 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 construct the sidewalk in the pedestrian way easement in Lot 10, Block 6, at the same time as N. 15th Street is paved and agrees that no building permit shall be issued for construction on Lots 10 and 11, Block 6, until such time as the sidewalk in pedestrian way easement is constructed.

12. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements on Lot 10, Block 6, at their own cost and expense.

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

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

Dated this 19th day of December, 2002.


Stone Bridge Creek L.L.C.,
a Nebraska limited liability company,

[Signature]
Robert D. Hampton
Managing Member

Witness

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature] Deputy
City Clerk


[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

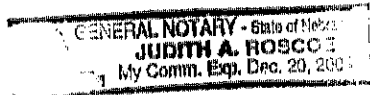
The foregoing instrument was acknowledged before me this 11th day of December, 2002, by Robert D. Hampton, Managing Member, Stone Bridge Creek L.L.C., a Nebraska limited liability company.

[Signature]
Notary Public

GENERAL NOTARY - State of Nebraska
KATHLEEN A. DEPREZ
My Comm. Exp. July 30, 2006

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

REC'D
DEC 20 2002

ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT

This Assignment, Assumption, and Release Agreement dated the 11th day of December, 2002, is entered into between **Stone Bridge Creek L.L.C.**, a Nebraska limited liability company, ("Assignor"), **Campbell's Nursery and Garden Center, Inc.**, a Nebraska corporation, ("Assignee"), and the **City of Lincoln, Nebraska**, a municipal corporation ("City").

WHEREAS, Resolution No. PC-_____, accepted and approved the final plat of **Stone Bridge Creek 1st Addition** as an addition to the City of Lincoln upon condition that Assignor, at Assignor's own cost and expense, pay for all labor, material and related costs in connection with the planting of a landscape screen and the planting of street trees along both sides of all streets and private roadways within **Stone Bridge Creek 1st Addition**, and on the side of the streets and private roadways which abut said Addition within four years following Planning Commission approval of said final plat. Said condition is hereinafter referred to as "the Obligations"; and

WHEREAS, as a prerequisite for the adoption of Resolution No. PC-_____ the Assignor was required to execute and deliver to the City a bond or an approved escrow or security agreement in the sum of \$37,210.00 to guarantee the Obligations (\$9,050.00 landscape and \$28,160.00 street trees); and

WHEREAS, Assignor desires to transfer and convey to Assignee and Assignee is willing to assume the Obligations; and

WHEREAS, Assignor and Assignee desire that the City consent to the assignment and assumption of the Obligations and to release Assignor from said Obligations; and

WHEREAS, the City is willing to release Assignor from the Obligations and to accept the assignment and assumption of the Obligations by Assignee provided that Assignee provides the City with a bond or an approved escrow or security agreement in the sum of \$37,210.00 to guarantee satisfaction of the Obligations.

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all of the Obligations.

2. Assignee does hereby accept the assignment and agrees to assume the Obligations and further agrees to provide the City with a bond, or an approved escrow or other security agreement in the amount of \$37,210.00 to guarantee satisfaction of the Obligations.

3. The City does hereby acknowledge receipt of an Irrevocable Letter of Credit from American National Bank in the amount of \$37,210.00 for the account of Assignee to guarantee satisfaction of the Obligations and the City does hereby consent to the assignment. The City further hereby releases Assignor from the Obligations.

4. This agreement shall be binding upon and inure to the benefit of Assignor, Assignee, and the City and their respective successors and assigns.

Stone Bridge Creek, L.L.C.
a Nebraska limited liability company,
Assignor

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

Campbell's Nursery and Garden Center, Inc.
a Nebraska corporation,
Assignee

By: *Richard B. Campbell*
Richard B. Campbell, President

ATTEST:

Teresa G. Miller
City Clerk
The seal of the City of Lincoln, Nebraska, is circular. It features a central figure, likely a Native American, surrounded by the text "CITY OF LINCOLN" at the top, "FOUNDED JULY 23 1854" on the left, "SEAL" at the bottom, and "INCORPORATED APRIL 1 1869" on the right. Below the seal, it says "LINCOLN, NEBRASKA" and "DEWEY COUNTY, NEBRASKA".

City of Lincoln, Nebraska
a municipal corporation

By: *Don Waseley*
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 11th day of December, 2002, by **Robert D. Hampton, Managing Member of Stone Bridge Creek, L.L.C., a Nebraska limited liability company**, on behalf of said limited liability company.

Kathleen A. Deprez
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



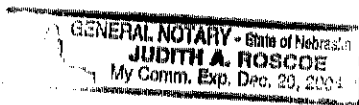
The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 11th day of December, 2002, by **Richard B. Campbell, President of Campbell's Nursery and Garden Center, Inc., a Nebraska corporation**, on behalf of said corporation.



Sandy Priefert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 19th day of December, 2002, by **Don Wesely, Mayor of the City of Lincoln, Nebraska**, on behalf of the City.



Judith A. Roscoe
Notary Public



AMERICAN NATIONAL BANK

American Dreams Come True

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. 572

September 26, 2002

City of Lincoln, Nebraska
A Municipal Corporation
575 South 10th Street
Lincoln, Nebraska 68508

RE: **Campbell's Nursery and Garden Centers, Inc.**
7000 S 56 Street
Lincoln, Nebraska 68516

Dear Sir/Madam:

We hereby establish our Irrevocable Standby Letter of Credit in your favor, for the account of **Campbell's Nursery and Garden Centers, Inc.** for planting of street trees along both sides of all streets and private roadways within Stone Bridge Creek 1st addition to the City of Lincoln, Lancaster County, Nebraska.

This Letter of Credit in the amount of **Thirty-seven Thousand Two Hundred Ten and 00/100 Dollars (\$37,210.00)** available by your sight draft drawn on **American National Bank, 4200 South 27th Street, Lincoln, Nebraska 68502.**

This Letter of Credit is effective **September 26, 2002** and will expire on **June 30, 2003.** This Letter of Credit shall be automatically extended for additional period of one year from the present or each future expiration date unless we have notified you in writing, not less than 60 days before such date, that we elect not to renew this Letter of Credit. Drafts drawn on this Letter of Credit must bear on their face the words **Drawn under American National Bank, Lincoln, Nebraska Letter of Credit No. 572 dated September 26, 2002** for the account of **Campbell's Nursery and Garden Centers, Inc.**

The American National Bank must not be called upon to determine questions of fact or law at issue between the account parties and the beneficiary. By accepting this Letter of Credit, the account parties agree to pay on demand all costs or attorneys' fees incurred or paid by the American National Bank for any litigation in connection with this Letter of Credit.

This Letter of Credit is subject to "Uniform Customs and Practice for Documentary Credits" (Revised 1993), International Chamber of Commerce Brochure No. 500, or any subsequent revision thereof.

Sincerely,

Jeffrey D. Holmberg
President

• BUSINESS BANKING • CASH MANAGEMENT • PRIVATE BANKING

4200 SOUTH 27TH STREET • LINCOLN, NE 68502 • 402-420-1818 • FAX 402-420-7203 • WEBSITE: anbank.com • MEMBER FDIC

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 **Stone Bridge Creek 1st Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **Nov. 13, 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 23rd day of December, 2002.

