

UNIVERSITY OF NEBRASKA
PLANNING DEPARTMENT

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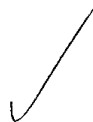
RESOLUTION NO. PC- 00314

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

6 WHEREAS, **University of Nebraska Foundation, a Nebraska nonprofit**
7 **corporation, owner of a tract of land legally described as:**

8 Outlot "S", Block 6, Highlands Coalition, located in the
9 South Half of Section 3, and the North Half of Section
10 10, Township 10 North, Range 6 East of the 6th P.M.,
11 Lincoln, Lancaster County, Nebraska, and more
12 particularly described as follows:

13 Commencing from the southeast corner of said Section 3;
14 thence on an assumed bearing of south 89 degrees 36
15 minutes 17 seconds west along the south line of said
16 Section 3, a distance of 466.93 feet to the most eastern
17 corner of said Outlot "S", said point being the true
18 point of beginning; thence south 28 degrees 21 minutes
19 31 seconds west along the east line of said Outlot "S",
20 a distance of 164.82 feet to a point of deflection;
21 thence south 37 degrees 01 minutes 41 seconds west along
22 the east line of said Outlot "S", a distance of 508.79
23 feet to the southeast corner of said Outlot "S"; thence
24 south 89 degrees 54 minutes 39 seconds west along the
25 south line of said Outlot "S", a distance of 1581.19
26 feet to the southwest corner of said Outlot "S"; thence
27 north 47 degrees 58 minutes 05 seconds west along the
28 west line of said Outlot "S", a distance of 154.75 feet
29 to a point of curvature; thence around a curve in a
30 clockwise direction having a delta angle of 31 degrees
31 30 minutes 00 seconds, an arc distance of 151.19 feet,
32 a radius of 275.00 feet, and a chord of north 32 degrees
33 13 minutes 05 seconds west along the west line of said
34 Outlot "S", a distance of 149.29 feet to a point of
35 tangency; thence north 16 degrees 28 minutes 05 seconds
36 west along the west line of said Outlot "S", a distance
37 of 452.44 feet to the northwest corner of said Outlot
38 "S", said point being on the south right-of-way line of
39 Highlands Blvd.; thence around a curve in a



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counterclockwise direction having a delta angle of 21 degrees 04 minutes 10 seconds, an arc distance of 928.12 feet, a radius of 2523.90 feet, and a chord of north 62 degrees 59 minutes 50 seconds east along the north line of said Outlot "S", said line being the south right-of-way line of Highlands Blvd., a distance of 922.90 feet to a point of tangency; thence north 52 degrees 27 minutes 45 seconds east along the north line of said Outlot "S", said line being the south right-of-way line of Highlands Blvd., a distance of 494.38 feet to a point of deflection; thence north 56 degrees 40 minutes 53 seconds east along the north line of said Outlot "S", said line being the south right-of-way line of Highlands Blvd., a distance of 244.69 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of 22 degrees 03 minutes 16 seconds, an arc distance of 530.89 feet, a radius of 1379.21 feet, and a chord of north 68 degrees 50 minutes 16 seconds east along the north line of said Outlot "S", said line being the south right-of-way line of Highlands Blvd., a distance of 527.62 feet to a point of compound curvature; thence around a curve in a clockwise direction having a delta angle of 91 degrees 52 minutes 16 seconds, an arc distance of 60.93 feet, a radius of 38.00 feet, and a chord of south 54 degrees 19 minutes 29 seconds east along the southwest right-of-way of the intersection of Highlands Blvd. and N.W. 1st Street, a distance of 54.61 feet to a point of tangency; thence south 8 degrees 23 minutes 22 seconds east along the east line of said Outlot "S", said line being the west right-of-way line of N.W. 1st Street, a distance of 392.98 feet to a point of curvature; thence around a curve in a counterclockwise direction having a delta angle of 44 degrees 20 minutes 14 seconds, an arc distance of 541.22 feet, a radius of 699.40 feet, and a chord of south 30 degrees 33 minutes 29 seconds east along the east line of said Outlot "S", said line being the west right-of-way line of N.W. 1st Street, a distance of 527.81 feet to a point; thence south 37 degrees 01 minutes 35 seconds west along the east line of said Outlot "S", a distance of 352.77 feet to a point on the south line of said Section 3; thence north 89 degrees 36 minutes 17 seconds east along the north line of said Outlot "S", said line being the south line of said Section 3, a distance of 220.23 feet to the point of beginning, said tract contains a calculated area of 57.36 acres more or less;

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

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

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

7 1. That the plat of **UNIVERSITY OF NEBRASKA TECHNOLOGY PARK ORIGINAL**
8 **ADDITION** as an addition to the City of Lincoln, Nebraska, filed in the office of
9 the Planning Department of said City by **University of Nebraska Foundation**, a
10 **Nebraska nonprofit corporation** as owner is hereby accepted and approved, and said
11 owner is given the right to plat said **UNIVERSITY OF NEBRASKA TECHNOLOGY PARK**
12 **ORIGINAL ADDITION** as an addition to said City in accordance therewith. Such
13 acceptance and approval are conditioned upon the following:

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

20 Second: That said owner shall at its own cost and expense pay for
21 all labor, material, engineering, and inspection costs in connection with the
22 construction of sidewalks along both sides of the public streets as shown on the
23 final plat. The construction shall be completed within four years following
24 Planning Commission approval of this final plat.

1 Third: That said owner shall at its own cost and expense pay for all
2 labor, material, engineering, and inspection costs in connection with the
3 construction of the required bikepath as shown on the final plat. The
4 construction shall be completed within four years following Planning Commission
5 approval of this final plat.

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

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

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

22 Seventh: That said owner shall at its own cost and expense pay for
23 all labor, material, engineering, and inspection costs in connection with the
24 installation of an ornamental street lighting system as required by the
25 preliminary plat for all streets shown on this final plat. The construction

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

3 Eighth: That said owner shall at its own cost and expense pay for
4 all labor, material, and related costs in connection with the installation of
5 street trees as shown on this final plat, on the south side of West Highlands
6 Blvd. and on the west side of N.W. 1st Street. The planting shall be completed
7 within four years following Planning Commission approval of this final plat.

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

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

18 2. That prior to adoption of this resolution, said owner shall enter
19 into a written agreement with the City which shall provide as follows:

20 The owner, its successors and assigns agree:

21 a. To submit to the director of Public Works an erosion and
22 sedimentation control plan.

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

25 c. To pay all improvement costs.

- 1 d. To submit to lot buyers a copy of the soil analysis.
- 2 e. To complete the private improvements shown on the preliminary
3 plat and use permit.
- 4 f. To maintain the outlots and private improvements, including the
5 proposed islands within the public streets, on a permanent and continuous basis.
6 This duty to maintain the proposed islands within the public streets does not
7 include the proposed islands within Highlands Blvd. However, the owner may be
8 relieved and discharged of this maintenance obligation upon creating in writing
9 a permanent and continuous association of property owners who would be
10 responsible for said permanent and continuous maintenance. The owner shall not
11 be relieved of such maintenance obligation until the document or documents
12 creating said property owners association have been reviewed and approved by the
13 City Attorney and filed of record with the Register of Deeds.
- 14 g. To perpetually maintain the sidewalks in the pedestrian way
15 easements at their own cost and expense.
- 16 h. To relinquish the right of direct vehicular access from the
17 lots abutting N.W. 1st Street and Highlands Blvd.
- 18 i. To complete the improvements required by the Real Estate Sales
19 Agreement as executed between the developers and the City during the sale of this
20 property.
- 21 j. To comply with the provisions of the Land Subdivision Ordinance
22 regarding land preparation.
- 23 3. That said owner shall, prior to adoption of this resolution,
24 execute and deliver to the City of Lincoln:

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a. A bond or an approved escrow or security agreement in the sum of \$126,000.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

b. A bond or an approved escrow or security agreement in the sum of \$18,000.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

c. A bond or an approved escrow or security agreement in the sum of \$9,000.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

d. A bond or an approved escrow or security agreement in the sum of \$17,800.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

e. A bond or an approved escrow or security agreement in the sum of \$10,500.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

f. A bond or an approved escrow or security agreement in the sum of \$45,000.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum of \$8,000.00 conditioned upon the strict compliance by said owner with the
3 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this
4 resolution.

5 h. A bond or an approved escrow or security agreement in the
6 sum of \$7,629.44 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this
8 resolution.

9 i. A bond or an approved escrow or security agreement in the
10 sum of \$345.00 conditioned upon the strict compliance by said owner with the
11 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this
12 resolution.

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

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


22 4. Immediately upon the adoption of this resolution, the City
23 Clerk shall cause the final plat and a certified copy of this resolution together
24 with the written agreement required herein to be filed in the office of the

1 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by
2 said owner.

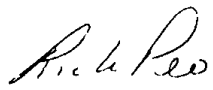
3 The foregoing Resolution was approved by the Lincoln City - Lancaster
4 County Planning Commission on this 25 day of September, 1996.

5 Dated this 25 day of September, 1996.

ATTEST:


Chairman

Approved as to Form & Legality:


Assistant City Attorney

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between University of Nebraska Foundation, a Nebraska nonprofit 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 UNIVERSITY OF NEBRASKA TECHNOLOGY PARK ORIGINAL 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 UNIVERSITY OF NEBRASKA TECHNOLOGY PARK ORIGINAL ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the director of Public Works an erosion and sedimentation control plan.
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 a copy of the soil analysis.
5. The Subdivider agrees to complete the private improvements shown on the preliminary plat and use permit.
6. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

7. The Subdivider agrees to relinquish the right of direct vehicular access from the lots abutting N.W. 1st Street and Highlands Blvd.

8. The Subdivider agrees to complete the improvements required by the Real Estate Sales Agreement as executed between the developers and the City during the sale of this property.

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

10. The Subdivider agrees to maintain the outlots and private improvements, including the proposed islands within the public street, on a permanent and continuous basis. This duty to maintain the proposed islands within the public streets does not include the proposed island within Highlands Blvd. 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. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 18th day of September, 1996.

ATTEST:

UNIVERSITY OF NEBRASKA FOUNDATION,
a Nebraska nonprofit corporation,

[Signature]
Asst. Secretary

[Signature]
Timothy L. Thietje, Sr. Vice Pres.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

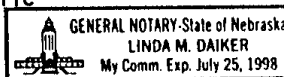
[Signature]
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of September, 1996, by Timothy L. Thietje, Senior Vice President, University of Nebraska Foundation, a Nebraska nonprofit corporation.

[Signature]
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 7th day of October, 1996, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



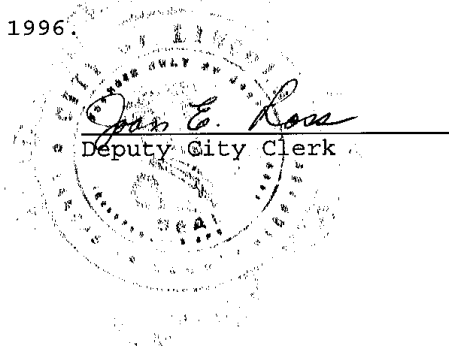
[Signature]
Notary Public

C E R T I F I C A T E

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

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **University of Nebraska Technology Park Original Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **September 25, 1996**, 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 14th day of October, 1996.



Return to City Clerk