

\$65.50

*Dan Jalt*

INST. NO 99

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RESOLUTION NO. PC- 00523

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

6           **WHEREAS, University of Nebraska Foundation, a Nebraska non-profit**  
 7           **corporation, (Foundation) and City of Lincoln, Nebraska, a municipal corporation,**  
 8           owners of a tract of land legally described as:

9           Outlot 'A', University of Nebraska Technology Park, Original  
 10          Addition, located in the Southwest Quarter and the Southeast  
 11          Quarter of Section 3, and the Northwest Quarter, and the  
 12          Northeast Quarter of Section 10, all of which are located in  
 13          Township 10 North, Range 6 East of the 6th P.M., City of  
 14          Lincoln, Lancaster County, Nebraska, and more particularly  
 15          described as follows:

16          Beginning at a northeast corner of said Outlot 'A', said corner  
 17          being the southwest right-of-way corner of Technology Drive  
 18          and Northwest 1st Street; thence southerly along a curve in a  
 19          counter clockwise direction, having a radius of 699.40 feet, arc  
 20          length of 330.68 feet, delta angle of 27 degrees 05 minutes 24  
 21          seconds, an assumed chord bearing of south 39 degrees 10  
 22          minutes 54 seconds east, and a chord length of 327.61 feet to  
 23          an easterly corner of said Outlot 'A'; thence south 37 degrees  
 24          01 minutes 32 seconds west, along an easterly line of said  
 25          Outlot 'A', a distance of 352.77 feet to an east corner of said  
 26          Outlot 'A'; thence north 89 degrees 36 minutes 17 seconds  
 27          east, along a northerly line of said Outlot 'A', a distance of  
 28          220.22 feet to an east corner of said Outlot 'A'; thence south  
 29          28 degrees 21 minutes 31 seconds west, along an easterly line  
 30          of said Outlot 'A', a distance of 164.82 feet to an east corner of  
 31          said Outlot 'A'; thence south 37 degrees 01 minutes 41  
 32          seconds west, along a southeasterly line of said Outlot 'A', a  
 33          distance of 508.79 feet to a southeast corner of said Outlot 'A';  
 34          thence south 89 degrees 54 minutes 39 seconds west, along  
 35          the south line of said Outlot 'A', a distance of 1581.19 feet to

x

1 the southwest corner of said Outlot 'A'; thence north 47  
2 degrees 58 minutes 05 seconds west, along a west line of said  
3 Outlot 'A', a distance of 154.75 feet to a point of curvature;  
4 thence along a curve in a clockwise direction, having a radius  
5 of 275.00 feet, arc length of 151.19 feet, delta angle of 31  
6 degrees 30 minutes 00 seconds, a chord bearing of north 32  
7 degrees 13 minutes 05 seconds west, and a chord length of  
8 149.29 feet to a point of tangency; thence north 16 degrees 28  
9 minutes 05 seconds west, along the west line of said Outlot 'A',  
10 a distance of 452.44 feet to the northwest corner of said Outlot  
11 'A'; thence along a curve in a counter clockwise direction,  
12 having a radius of 2523.90 feet, arc length of 928.12 feet, delta  
13 angle of 21 degrees 04 minutes 10 seconds, a chord bearing  
14 of north 62 degrees 59 minutes 50 seconds east, along a north  
15 line of said Outlot "A" and a chord length of 922.90 feet to a  
16 point of tangency; thence north 52 degrees 27 minutes 45  
17 seconds east, along a northwest line of said Outlot 'A', a  
18 distance of 101.78 feet to a north corner of said Outlot 'A';  
19 thence south 37 degrees 32 minutes 15 seconds east, along  
20 a northeast line of said Outlot 'A', a distance of 465.56 feet to  
21 a north corner of said Outlot 'A'; thence north 40 degrees 17  
22 minutes 56 seconds east, along a northwest line of said Outlot  
23 'A', a distance of 170.77 feet to a north corner of said Outlot  
24 'A'; thence north 73 degrees 27 minutes 30 seconds east,  
25 along a north line of said Outlot 'A', a distance of 321.69 feet  
26 to a north corner of said Outlot 'A'; thence south 16 degrees 49  
27 minutes 52 seconds east, along an east line of said Outlot 'A',  
28 a distance of 101.40 feet to a north corner of said Outlot 'A';  
29 thence north 73 degrees 10 minutes 08 seconds east, along a  
30 north line of said Outlot 'A', a distance of 66.00 feet to a north  
31 corner of said Outlot 'A'; thence north 16 degrees 49 minutes  
32 52 seconds west, along a west line of said Outlot 'A', a  
33 distance of 30.00 feet to a north corner of said Outlot 'A';  
34 thence north 73 degrees 10 minutes 08 seconds east, along a  
35 north line of said Outlot 'A', a distance of 167.52 feet to a point  
36 of curvature; thence along a curve in a counter clockwise  
37 direction, having a radius of 633.00 feet, arc length of 67.41  
38 feet, delta angle of 06 degrees 06 minutes 04 seconds, a  
39 chord bearing of north 70 degrees 07 minutes 06 seconds  
40 east, along a north line of said Outlot "A" and a chord length of  
41 67.37 feet to a point of tangency; thence north 67 degrees 04  
42 minutes 04 seconds east, along a north line of said Outlot 'A',  
43 a distance of 174.69 feet to the true point of beginning; and  
44 containing a calculated area of 43.57 acres, or 1,898,116  
45 square feet.

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

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

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

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

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

21 Second: That said owners shall at their own cost and expense pay  
22 for all labor, material, engineering, and inspection costs in connection with the construction  
23 of sidewalks along both sides of the public streets as shown on the final plat. The

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

3 Third: That said owners shall at their own cost and expense pay for  
4 all labor, material, engineering, and inspection costs in connection with the construction  
5 of an 8-foot wide bike path along North 1st Street south of Technology Drive as shown on  
6 the final plat. The construction shall be completed as per the time schedule stated in the  
7 Real Estate Sales Agreement.

8 Fourth: That said owners shall at their own cost and expense pay for  
9 all labor, material, engineering, and inspection costs in connection with the construction  
10 of an 8-foot wide bike path in Lots 4 and 5 as required by the Real Estate Sales  
11 Agreement. The construction shall be completed as per the time schedule stated in the  
12 Real Estate Sales Agreement.

13 Fifth: That said owners shall at their own cost and expense pay for  
14 all labor, material, engineering, and inspection costs in connection with the construction  
15 of a 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 Sixth: That said owners shall at their own cost and expense pay for  
19 all labor, material, engineering, and inspection costs in connection with the construction  
20 of a 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                   Seventh: That said owners shall at their own cost and expense pay  
2 for all labor, material, engineering, and inspection costs in connection with the construction  
3 of 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                   Eighth: That said owners shall at their own cost and expense pay for  
6 all labor, material, engineering, and inspection costs in connection with the installation of  
7 an ornamental street lighting system as required by the preliminary plat for all streets  
8 shown on this final plat. The construction shall be completed within two years following  
9 Planning Commission approval of this final plat.

10                  Ninth: That said owners shall at their own cost and expense pay for  
11 all labor, material, and related costs in connection with the installation of street trees along  
12 both sides of the streets within the final plat, on the south side of West Highlands Blvd.,  
13 and on the west side of N.W. 1st Street as shown on the final plat. The planting shall be  
14 completed within four years following Planning Commission approval of this final plat.

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

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

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

5                   The Foundation, its successors and assigns agree:

6                   a. To submit to the Director of Public Works an erosion and  
7 sedimentation control plan.

8                   b. To protect the remaining trees on the site during construction  
9 and development.

10                  c. To pay all improvement costs.

11                  d. To submit to lot buyers a copy of the soil analysis.

12                  e. To complete the private improvements shown on the preliminary  
13 plat and use permit.

14                  f. To maintain the outlots and private improvements on a  
15 permanent and continuous basis. However, the Foundation may be relieved and  
16 discharged of this maintenance obligation upon creating in writing a permanent and  
17 continuous association of property owners who would be responsible for said permanent  
18 and continuous maintenance. The Foundation shall not be relieved of such maintenance  
19 obligation until the document or documents creating said property owners association have  
20 been reviewed and approved by the City Attorney and filed of record with the Register of  
21 Deeds.

22                  g. To perpetually maintain the sidewalks in the pedestrian way  
23 easements at their own cost and expense.

1                   h.     To relinquish the right of direct vehicular access from the lots  
2 abutting N.W. 1st Street and Highlands Boulevard.

3                   i.     To complete the improvements required by the Real Estate  
4 Sales Agreement as executed between the developers and the City during the sale of this  
5 property.

6                   j.     To comply with the provisions of the Land Subdivision  
7 Ordinance regarding land preparation.

8                   k.     To complete the permanent lot and block staking before  
9 construction on or conveyance of any lot shown on this final plat.

10                  3. That the Foundation shall, prior to adoption of this resolution, execute and  
11 deliver to the City of Lincoln:

12                   a.     A bond or an approved escrow or security agreement in the  
13 sum of \$161,000.00 conditioned upon the strict compliance by the Foundation with the  
14 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

15                   b.     A bond or an approved escrow or security agreement in the  
16 sum of \$36,600.00 conditioned upon the strict compliance by the Foundation with the  
17 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

18                   c.     A bond or an approved escrow or security agreement in the  
19 sum of \$5,900.00 conditioned upon the strict compliance by the Foundation with the  
20 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

21                   d.     A bond or an approved escrow or security agreement in the  
22 sum of \$13,000.00 conditioned upon the strict compliance by the Foundation with the  
23 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 \$53,700.00 conditioned upon the strict compliance by the Foundation 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 \$96,700.00 conditioned upon the strict compliance by the Foundation 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 \$91,500.00 conditioned upon the strict compliance by the Foundation 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 \$39,000.00 conditioned upon the strict compliance by the Foundation 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 \$15,840.00 conditioned upon the strict compliance by the Foundation 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 \$230.00 conditioned upon the strict compliance by the Foundation with the  
18 conditions 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 the Foundation with the  
21 conditions 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 the Foundation or its surety shall fail to satisfy the conditions herein set



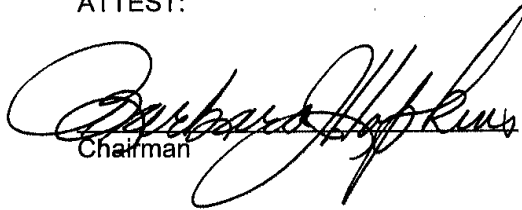
1       forth within the time specified in this resolution, the City may cause the required work to be  
2       performed and recover the cost thereof from the Foundation and its surety.

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 the  
7       Foundation.

8               The foregoing Resolution was approved by the Lincoln City - Lancaster  
9       County Planning Commission on this   11   day of   August  , 1999.

10              Dated this   11   day of   August  , 1999.

ATTEST:

  
Chairman

Approved as to Form & Legality:

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

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **University of Nebraska Foundation, a Nebraska non-profit 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 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 **UNIVERSITY OF NEBRASKA TECHNOLOGY PARK 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 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 Boulevard.

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

11. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

Dated this 7<sup>th</sup> day of September, 1999.

University of Nebraska Foundation  
a Nebraska non-profit corporation,

[Signature]  
Timothy L. Thietje  
Senior Vice President

\_\_\_\_\_  
Witness

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 16 day of August, 1999, by Timothy L. Thietje, Senior Vice President of the University of Nebraska Foundation, a Nebraska nonprofit corporation.

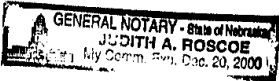
[Signature]  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999, by Don Wesely, 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 1st Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on August 11, 1999, 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 10th day of September, 1999.

  
*Joan E. Ross*  
Joan E. Ross, Deputy City Clerk

*Ret to City Clerk*