

5200

Inst # 2018028503 Tue Jul 24 10:28:49 CDT 2018  
Filing Fee: \$52.00  
Lancaster County, NE Assessor/Register of Deeds Office EASE  
Pages 8



**EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES**

KNOW ALL MEN BY THESE PRESENTS:

That Lincoln North Creek LLC, a Nebraska limited liability company ("Grantor"), of Lancaster County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for all necessary underground utility facilities and at grade equipment when set on the following described property, do hereby grant and convey unto the **LINCOLN ELECTRIC SYSTEM**, (hereinafter referred to as Grantee, whether one or more), **Time Warner Cable Midwest, LLC, Windstream Nebraska, Inc., Allo Communications, LLC**, its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate and remove all necessary underground electric facilities, communications lines and other necessary at grade equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

North Creek BP

**Lots 1 and 2, Block 2, North Creek Business Park, located in the South Half (S ½) of Section 36, Township 11 North, Range 6 East of the 6<sup>th</sup> P.M., Addition, Lincoln, Lancaster County, Nebraska, also known as**

**Unit B, North Creek Business Park Condominium, Lincoln, Lancaster County Nebraska as created by the Declaration filed September 5, 2008 as Instrument Number 2008-041850 with the Lancaster County Register of Deeds Office.**

**\*\*This document is to be indexed and/or recorded against the land legal descriptions only and not against the Condominium Units themselves as declared\*\***

The underground utility line, underground utility facilities, and/or at grade equipment herein contemplated shall be located on the property approximately as follows:

**See Attached Exhibits "A", "B", and "C".**

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said underground line, underground utility facilities, and/or at grade equipment.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the underground lines, underground electric facilities, and/or at grade equipment used in connection therewith. The Grantee shall also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any underground utility lines, underground utility facilities, and/or at grade equipment, however, in the event that all or part of the underground utility line, underground utility facilities, and/or at grade equipment, which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, to maintain, repair or replace such underground utility lines, underground utility facilities, and/or at grade equipment; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the underground utility lines, underground utility facilities, and/or at grade equipment the Grantee shall have no obligation to replace or provide underground utility lines, underground utility facilities, and/or at grade equipment across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide utility service to the property. In determining the locations for further installation the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors.

Charge to LES

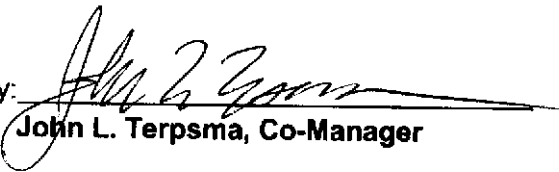
Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and the Lincoln Municipal Code.

The Grantee agrees that should the underground utility lines, underground utility facilities, and/or at grade equipment constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this Easement shall be of no further force and effect.

Signed the 12 day of July, 2018.

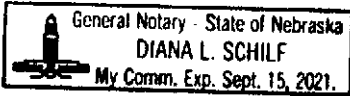
**Lincoln North Creek, LLC, a Nebraska limited liability company**

By:   
**John L. Terpsma, Co-Manager**

STATE OF NEBRASKA )  
                                                      )ss.  
COUNTY OF LANCASTER )

On this 12<sup>th</sup> day of July, 2018, before me the undersigned, a Notary Public in and for said County and State, personally appeared **John L. Terpsma, Co-Manager, and on behalf of Lincoln North Creek, LLC, a Nebraska limited liability company**, personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal on the 12<sup>th</sup> day of July, 2018.



  
Notary Public

DWG: F:\Projects\2018\20180123\Landplanning\Condo\180123\_Condo Base.dwg USER: Jill  
 DATE: Jun 18, 2018 9:37am XREFS:

drawn by: jds  
 checked by: -  
 project no.: 2018-0123  
 date: 06/18/2018

R16.00'  
 C17.32'  
 BS 85°55'59" E

S 50°40'03" E  
 204.14'  
 N 50°40'03" W  
 219.00'

S 58°48'32" E  
 224.67'  
 N 36°46'32" W  
 223.98'

R15.00'  
 C22.06'  
 BN 11°28'39" W

R40.25'  
 C40.25'  
 BN 65°51'25" E

N 05°51'36" E  
 10.00'

R63.56'  
 C86.86'  
 BN 48°02'54" W

N 07°51'53" W  
 14.65'  
 N 52°40'11" W  
 27.94'

S 81°35'22" W  
 12.24'

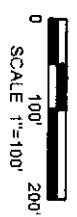
M 35°51'13" E  
 67.12'  
 S 35°51'13" W  
 67.12'

R25.00'  
 C36.78'  
 BS 11°28'39" E

R1860.00'  
 C182.75'  
 BS 87°42'34" W

SE CORNER LOT 1, BLOCK 2  
 NORTH CREEK BUSINESS PARK  
 N 89°48'08" W  
 243.58'

LEGAL DESCRIPTION:  
 LOTS 1 AND 2, BLOCK 2 NORTH CREEK  
 BUSINESS PARK, LOCATED IN THE SOUTH  
 ONE-HALF OF SECTION 36, TOWNSHIP 11  
 NORTH, RANGE 6 EAST OF THE 6TH P.M.,  
 LINCOLN, LANCASTER COUNTY,  
 NEBRASKA



**AMENDED NORTH CREEK BUSINESS PARK  
 LES EASEMENTS  
 CONDOMINIUM REGIME  
 LINCOLN, NEBRASKA**

Civil Design Group, Inc.  
 839 E EVERETT BLVD, DR., SUITE 200  
 LINCOLN, NEBRASKA 68502  
 PH: 402-476-4424 FAX: 402-476-4424  
 WWW.CIVILDG.COM

CONSULTING ENGINEERS • LAND USE PLANNERS  
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT

A-1

**EXHIBIT  
A-2**

Legal description of a 10' Wide Easement in Lot 1, Block 2 NORTH CREEK BUSINESS PARK located in the Southeast and Southwest Quarters of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southeast Corner of Lot 1, Block 2 North Creek Business Park;  
Thence Westerly on the Southerly Line of said Lot 1 on an assumed bearing of N 89°46'06" W for a distance of 243.58';  
Thence continuing on the Southerly Line of Lot 1, Block 2 North Creek Business Park the following 5 courses:

With a non-tangential curve turning to the left with an arc length of 162.80', with a radius of 1860.00', with a chord bearing of S 87°42'34" W, with a chord distance of 162.75';

Thence N 88°37'11" W for a distance of 67.83';

Thence N 52°40'41" W for a distance of 27.94';

Thence N 07°51'55" W for a distance of 14.65';

Thence S 81°35'22" W for a distance of 12.24';

Thence leaving the Southerly Line of Lot 1, Block 2 North Creek Business Park with a non-tangential curve turning to the left with an arc length of 105.20', with a radius of 83.50', with a chord bearing of N 48°02'54" W, with a chord distance of 98.38' to the **Point of Beginning**:

Thence N 05°51'36"E for a distance of 10.00' ; Thence with a non-tangential curve turning to the left with an arc length of 42.15', with a radius of 40.25', with a chord bearing of N 65°51'25" E, with a chord distance of 40.25';

Thence N 35°51'13" E for a distance of 67.12';

Thence with a tangential curve turning to the left with an arc length of 24.78', with a radius of 15.00', with a chord bearing of N 11°28'39" W, with a chord distance of 22.06';

Thence N 58°48'32" W for a distance of 225.38';

Thence N 50°40'03" W for a distance of 219.00';

Thence with a non-tangential curve turning to the right with an arc length of 18.46', with a radius of 15.00', with a chord bearing of S 85°55'55" E, with a chord distance of 17.32';

Thence S 50°40'03" E for a distance of 204.14';

Thence S 58°48'32" E for a distance of 224.67';

Thence with a tangential curve turning to the right with an arc length of 41.30', with a radius of 25.00', with a chord bearing of S 11°28'39" E, with a chord distance of 36.76';

Thence S 35°51'13" W for a distance of 67.12';

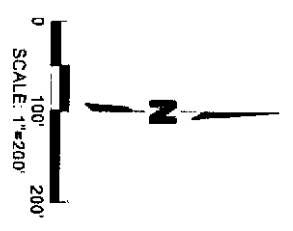
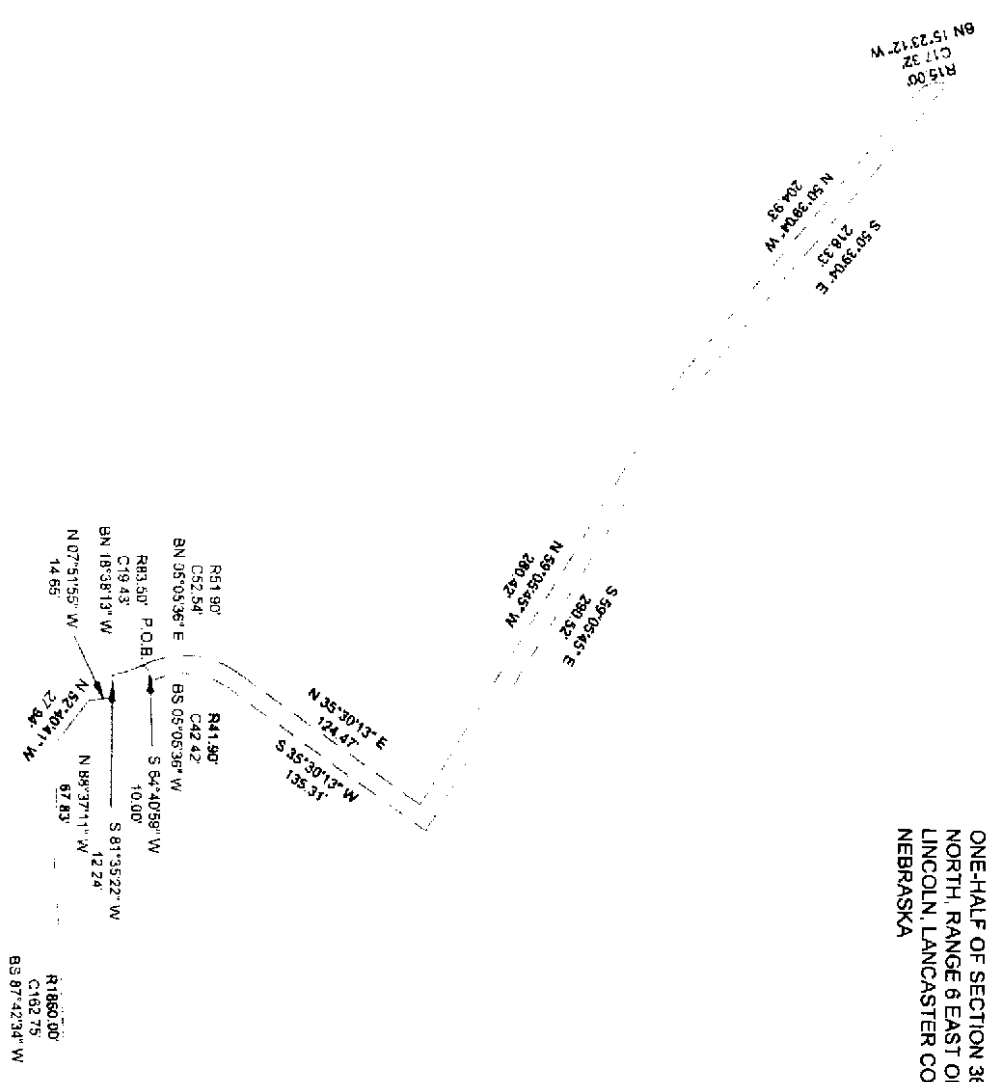
Thence with a tangential curve turning to the right with an arc length of 52.63', with a radius of 50.25', with a chord bearing of S 65°51'25" W, with a chord distance of 50.25' to the Point of Beginning and having a calculated area of 0.13 acres or 5874 sq. ft. more or less.

DWG: F:\Projects\2018\20180123\Landplanning\Corridor\180123 Condo Base.dwg  
 DATE: Dec 18, 2018 9:34am XREFS: JSLA: JLI

drawn by: jds  
 checked by: -  
 project no.: 2018-0123  
 date: 06/18/2018

**AMENDED NORTH CREEK BUSINESS PARK  
 LES EASEMENTS  
 CONDOMINIUM REGIME  
 LINCOLN, NEBRASKA**

LEGAL DESCRIPTION:  
 LOTS 1 AND 2, BLOCK 2 NORTH CREEK  
 BUSINESS PARK, LOCATED IN THE SOUTH  
 ONE-HALF OF SECTION 36, TOWNSHIP 11  
 NORTH, RANGE 6 EAST OF THE 6TH P.M.,  
 LINCOLN, LANCASTER COUNTY,  
 NEBRASKA



SE CORNER LOT 1, BLOCK 2  
 NORTH CREEK BUSINESS PARK  
 N 89° 48' 06\" W  
 243.58'

**Civil Design Group, Inc.**  
 5535 EXECUTIVE WOODS DR., SUITE 200  
 LINCOLN, NEBRASKA 68512  
 PH: 402.333.4404 FAX: 402.333.4404  
 WWW.CIVILDG.COM

CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT

**B-1**

## EXHIBIT B-2

Legal description of a 10' Wide Easement in Lot 1, Block 2 NORTH CREEK BUSINESS PARK located in the Southeast and Southwest Quarters of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southeast Corner of Lot 1, Block 2 North Creek Business Park;  
Thence Westerly on the Southerly Line of said Lot 1 on an assumed bearing of N 89°46'06" W for a distance of 243.58';

Thence continuing on the Southerly Line of Lot 1, Block 2 North Creek Business Park the following 5 courses:

With a non-tangential curve turning to the left with an arc length of 162.80', with a radius of 1860.00', with a chord bearing of S 87°42'34" W, with a chord distance of 162.75';

Thence N 88°37'11" W for a distance of 67.83';

Thence N 52°40'41" W for a distance of 27.94';

Thence N 07°51'55" W for a distance of 14.65';

Thence S 81°35'22" W for a distance of 12.24';

Thence leaving the Southerly Line of Lot 1, Block 2 North Creek Business Park with a non-tangential curve turning to the left with an arc length of 19.47', with a radius of 83.50', with a chord bearing of N 18°38'13" W, with a chord distance of 19.43' to the **Point of Beginning**:

Thence with a non-tangential curve turning to the right with an arc length of 55.09', with a radius of 51.90', with a chord bearing of N 05°05'36" E, with a chord distance of 52.54';

Thence N 35°30'13" E for a distance of 124.47';

Thence N 59°05'45" W for a distance of 280.42';

Thence N 50°39'04" W for a distance of 204.93';

Thence with a tangential curve turning to the right with an arc length of 18.46', with a radius of 15.00', with a chord bearing of N 15°23'12" W, with a chord distance of 17.32';

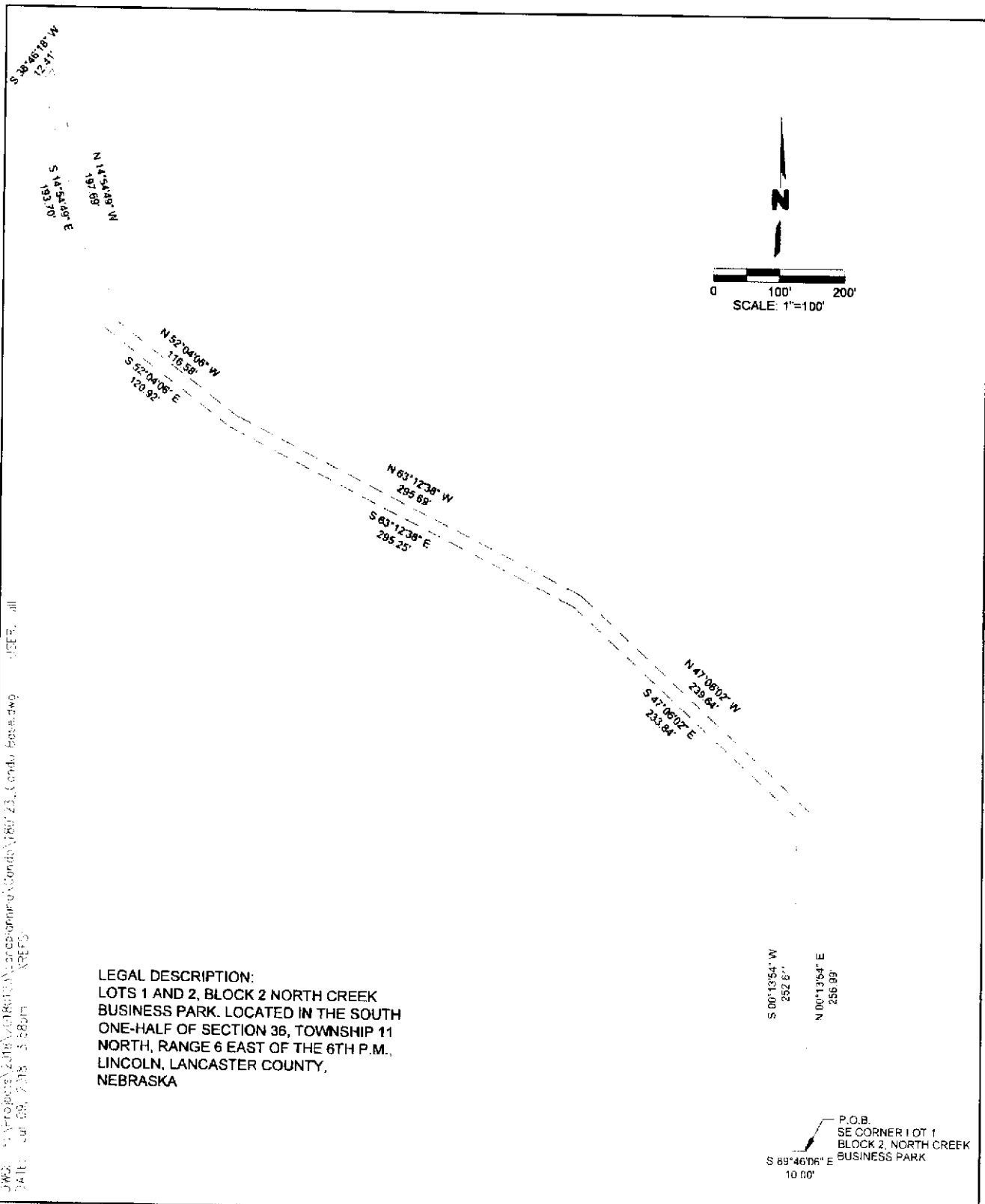
Thence S 50°39'04" E for a distance of 218.33';

Thence S 59°05'45" E for a distance of 290.52';

Thence S 35°30'13" W for a distance of 135.31';

Thence with a tangential curve turning to the left with an arc length of 44.48', with a radius of 41.90', with a chord bearing of S 05°05'36" W, with a chord distance of 42.42';

Thence S 64°40'59" W for a distance of 10.00' to the Point of Beginning, and having a calculated area of 0.16 acres or 6800 sq. ft. more or less.



JWD: s:\projects\2018\20180907\20180907\condo\2018\_23\_A condo\_bds.dwg USER: all  
 DATE: Jul 09 2018 3:58PM XREFS

**LEGAL DESCRIPTION:**  
 LOTS 1 AND 2, BLOCK 2 NORTH CREEK  
 BUSINESS PARK. LOCATED IN THE SOUTH  
 ONE-HALF OF SECTION 36, TOWNSHIP 11  
 NORTH, RANGE 6 EAST OF THE 6TH P.M.,  
 LINCOLN, LANCASTER COUNTY,  
 NEBRASKA

P.O.B.  
 SE CORNER LOT 1  
 BLOCK 2, NORTH CREEK  
 BUSINESS PARK  
 S 89°46'06" E  
 10.00'

drawn by: jds  
 checked by: -  
 project no.: 2018-0123  
 date: 07/09/2018

**UNIT 'D'**  
**AMENDED NORTH CREEK BUSINESS PARK**  
**CONDOMINIUM REGIME**  
**LINCOLN, NEBRASKA**


 **Civil Design Group, Inc.**  
 6535 EXECUTIVE WOODS DR. SUITE 200  
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EXHIBIT  
**C-1**

**EXHIBIT  
C-2**

Legal description of a 10' Wide Easement in Lot 1, Block 2 NORTH CREEK BUSINESS PARK located in the Southeast Quarter of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Beginning at the Southeast Corner of Lot 1, Block 2 North Creek Business Park; Thence Northerly on the East Line of said Lot 1 on an assumed bearing of N 00°13'54" E for a distance of 256.99';  
Thence continuing on the Easterly Line of Lot 1, Block 2 North Creek Business Park the following 4 courses:  
N 47°06'02" W for a distance of 239.64';  
Thence N 63°12'38" W for a distance of 295.69';  
Thence N 52°04'06" W for a distance of 116.58';  
Thence N 14°54'49" W for a distance of 197.69';  
Thence leaving the East Line of Lot 1, Block 2 North Creek Business Park S 38°46'18" W for a distance of 12.41';  
Thence S 14°54'49" E for a distance of 193.70';  
Thence S 52°04'06" E for a distance of 120.92';  
Thence S 63°12'38" E for a distance of 295.25';  
Thence S 47°06'02" E for a distance of 233.84';  
Thence S 00°13'54" W for a distance of 252.61' to a point on the South Line of Lot 1, Block 2 North Creek Business Park;  
Thence S 89°46'06" E on the South Line of Lot 1, Block 2 North Creek Business Park for a distance of 10.00' to the Point of Beginning, and having a calculated area of 0.25 acres or 11014 sq. ft. more or less.