

#75 <sup>50</sup>

*Dan Jalta*  
REGISTER OF DEEDS

INST. NO 2000

033796

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LANCASTER COUNTY, NE.

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#75 <sup>50</sup>

RESOLUTION NO. PC- 00583

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

6 WHEREAS, **South Industrial Park L.L.C.**, a Nebraska limited liability  
7 company; **Security Mutual Life Insurance of Lincoln, Nebraska**; **John Rallis**; and  
8 **Gary Pickering**, owners of a tract of land legally described as:

9 <sup>NE</sup> Lots 41 I.T., <sup>SE</sup> 43 I.T., and 44 I.T., all located in the East Half of  
10 Section 23, Township 9 North, Range 6 East, of the 6th P.M.,  
11 City of Lincoln, Lancaster County, Nebraska, and more  
12 particularly described as follows:

13 Beginning at the northeast corner of said Lot 41 I.T.; thence on  
14 an assumed bearing south 00 degrees 05 minutes 33 seconds  
15 east along the east line of said Lot 41 I.T., said line being  
16 50.00 feet west of and parallel with the east line of the  
17 Northeast Quarter of said Section 23, a distance of 1202.65  
18 feet to the southeast corner of said Lot 41 I.T., said point also  
19 being the northeast corner of said Lot 43 I.T.; thence south 00  
20 degrees 10 minutes 31 seconds east along the east line of  
21 said Lot 43 I.T., said line being 50.00 feet west of and parallel  
22 with the east line of the Southeast Quarter of said Section 23,  
23 a distance of 548.35 feet to a point on the north line of said Lot  
24 44 I.T.; thence north 89 degrees 49 minutes 32 seconds east  
25 along the north line of said Lot 44 I.T., a distance of 17.00 feet  
26 to the northeast corner of said Lot 44 I.T.; thence south 00  
27 degrees 10 minutes 31 seconds east along the east line of  
28 said Lot 44 I.T., said line being 33.00 feet west of and parallel  
29 with the east line of said Southeast Quarter, a distance of  
30 637.99 feet to the southeast corner of said Lot 44 I.T.; thence  
31 south 89 degrees 50 minutes 10 seconds west along the south  
32 line of said Lot 44 I.T., a distance of 462.49 feet to the  
33 southwest corner of said Lot 44 I.T.; thence north 28 degrees  
34 36 minutes 13 seconds west along the west line of said Lots  
35 44 I.T., 43 I.T., and 41 I.T., said line also being the east right-

1 of-way line of the Burlington Northern Santa Fe Railroad, a  
2 distance of 1708.00 feet to a point of deflection, said point also  
3 being on the west line of said Lot 41 I.T.; thence north 47  
4 degrees 56 minutes 36 seconds west along the west line of  
5 said Lot 41 I.T., a distance of 75.63 feet to a point of  
6 deflection; thence north 28 degrees 36 minutes 13 seconds  
7 west along the west line of said Lot 41 I.T., a distance of  
8 950.18 feet to the northwest corner of said Lot 41 I.T.; thence  
9 north 89 degrees 48 minutes 40 seconds east along the north  
10 line of said Lot 41 I.T., a distance of 1768.67 feet to the true  
11 point of beginning, said tract contains a calculated area of  
12 60.71 acres, or 2,644,946.77 square feet more or less;

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

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

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

19 1. That the plat of **HORIZON BUSINESS CENTER ADDITION** as an addition  
20 to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City  
21 by **South Industrial Park L.L.C., a Nebraska limited liability company; Security Mutual**  
22 **Life Insurance of Lincoln, Nebraska; John Rallis; and Gary Pickering**, as owners is  
23 hereby accepted and approved, and said owners are given the right to plat said **HORIZON**  
24 **BUSINESS CENTER ADDITION** as an addition to said City in accordance therewith. Such  
25 acceptance and approval are conditioned upon the following:

26 First: That said owners shall at their own cost and expense pay for all labor,  
27 material, engineering, and inspection costs in connection with the construction of street  
28 improvements, including the grading, paving, and installation of curb and gutter, curb inlets,  
29 and storm drain laterals for all streets as shown on the approved final plat. The

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

3 Second: 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  
5 street improvements, including the grading, paving, and installation of curb and gutter, curb  
6 inlets, and storm drain laterals for the private roadways as shown on the approved final  
7 plat. The construction shall be completed within two years following Planning Commission  
8 approval of this final plat.

9 Third: That said owners shall at their own cost and expense pay for all labor,  
10 material, engineering, and inspection costs in connection with the construction of sidewalks  
11 along both sides of the public street as shown on the final plat. The construction shall be  
12 completed within four years following Planning Commission approval of this final plat.

13 Fourth: That said owners shall at their own cost and expense pay for all  
14 labor, material, engineering, and inspection costs in connection with the construction of the  
15 sidewalks along both sides of the private roadways as shown on the final plat. The  
16 construction shall be completed within four years following Planning Commission approval  
17 of this final plat.

18 Fifth: That said owners shall at their own cost and expense pay for all labor,  
19 material, engineering, and inspection costs in connection with the construction of a public  
20 water distribution system as shown on the approved preliminary plat. The construction  
21 shall be completed within two years following Planning Commission approval of this final  
22 plat.

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

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

10 Eighth: That said owners shall at their own cost and expense pay for all  
11 labor, material, engineering, and inspection costs in connection with the installation of an  
12 ornamental street lighting system as required by the preliminary plat for the public street  
13 shown on this final plat. The construction shall be completed within two years following  
14 Planning Commission approval of this final plat.

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

20 Tenth: That said owners shall at their own cost and expense pay for all labor,  
21 material, and related costs in connection with the installation of street trees along the public  
22 street and private roadways within this plat and South 14th Street abutting this final plat.

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

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

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

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

16 The owners, their successors and assigns agree:

17 a. To submit to the Director of Public Works for review and  
18 approval a plan showing proposed measures to control sedimentation and erosion and the  
19 proposed method to temporarily stabilize all graded land.

20 b. To protect the remaining trees on the site during construction  
21 and development.

22 c. To pay all improvement costs.

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

1                   e.     To continuously and regularly maintain street trees and  
2     landscape screens.

3                   f.     To complete the private improvements shown on the preliminary  
4     plat and use permit.

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

13                  h.     To comply with the provisions of the Land Subdivision  
14    Ordinance regarding land preparation.

15                  i.     To relinquish the right of direct vehicular access to South 14th  
16    Street from Lots 1, 2, 13, 14, 15, 20, 21, and Outlot "A".

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

19                  3.     That this plat shall not be filed for record or recorded in the Office of the  
20    Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and  
21    until said owners enter into a written agreement with the City which shall provide for the  
22    construction of necessary improvements in South 14th Street to the satisfaction of the  
23    Director of Public Works and Utilities.

1                   4. That said owner shall, prior to adoption of this resolution, execute and  
2 deliver to the City of Lincoln:

3                   a.     A bond or an approved escrow or security agreement in the  
4 sum of \$50,000.00 conditioned upon the strict compliance by said owners with the  
5 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

6                   b.     A bond or an approved escrow or security agreement in the  
7 sum of \$165,000.00 conditioned upon the strict compliance by said owners with the  
8 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

9                   c.     A bond or an approved escrow or security agreement in the  
10 sum of \$39,600.00 conditioned upon the strict compliance by said owners with the  
11 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

12                  d.     A bond or an approved escrow or security agreement in the  
13 sum of \$47,500.00 conditioned upon the strict compliance by said owners with the  
14 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

15                  e.     A bond or an approved escrow or security agreement in the  
16 sum of \$120,700.00 conditioned upon the strict compliance by said owners with the  
17 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

18                  f.     A bond or an approved escrow or security agreement in the  
19 sum of \$110,800.00 conditioned upon the strict compliance by said owners with the  
20 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

21                  g.     A bond or an approved escrow or security agreement in the  
22 sum of \$30,500.00 conditioned upon the strict compliance by said owners with the  
23 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

1                   h.     A bond or an approved escrow or security agreement in the  
2     sum of \$10,400.00 conditioned upon the strict compliance by said owners with the  
3     conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

4                   i.     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 "Ninth" of Paragraph 1 of this resolution.

7                   j.     A bond or an approved escrow or security agreement in the  
8     sum of \$39,150.00 conditioned upon the strict compliance by said owners with the  
9     conditions contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

10                  k.     A bond or an approved escrow or security agreement in the  
11     sum of \$460.00 conditioned upon the strict compliance by said owners with the conditions  
12     contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

13                  l.     A bond or an approved escrow or security agreement in the  
14     sum of \$2,600.00 conditioned upon the strict compliance by said owners with the  
15     conditions contained in paragraph designated "Twelfth" of Paragraph 1 of this resolution.

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

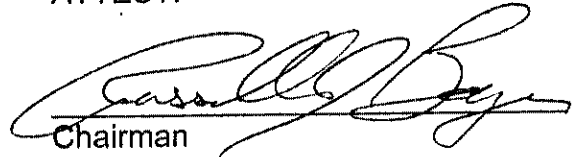
20                  5.     Immediately upon the adoption of this resolution and receipt of the  
21     written agreement required herein, the City Clerk shall cause the final plat and a certified  
22     copy of this resolution together with said written agreement to be filed in the office of the  
23     Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said  
24     owners.



1           The foregoing Resolution was approved by the Lincoln City - Lancaster  
2 County Planning Commission on this 23 day of February, 2000.

3           Dated this 23 day of February, 2000.

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 **South Industrial Park L.L.C., a Nebraska limited liability company; Security Mutual Life Insurance of Lincoln, Nebraska; John Rallis; and Gary Pickering**, 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 **HORIZON BUSINESS CENTER 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 **HORIZON BUSINESS CENTER 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 builders a copy of the soil analysis.

5. The Subdivider agrees to continuously and regularly maintain street trees and landscape screens.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and use permit.

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 South 14th Street from Lots 1, 2, 13, 14, 15, 20, 21, and Outlot "A".

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

10. The Subdivider agrees to maintain the outlots, street trees, landscape screens, 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. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

24TH  
25TH  
18TH  
17TH  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

MARCH

APRIL

South Park Industrial Park, L.L.C.  
a Nebraska limited liability company,

Christine K. Middleton  
Witness

Donald W. Linscott  
Donald W. Linscott, President

Security Mutual Life Insurance of  
Lincoln, Nebraska,

Jeanne Kohel  
Witness

Kevin W. Hammond  
Kevin W. Hammond, Vice President

Jeanne Kohel  
Witness

William R. Schmeeckle  
William R. Schmeeckle,  
Second Vice President

Roman Foster  
Witness

Gary Pickering  
Gary Pickering

Rondalyn Mitchell  
Witness

John Rallis  
John Rallis

ATTEST:

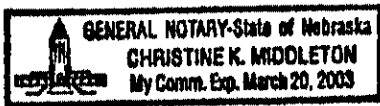
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Jean E. Ross, Deputy  
City Clerk

Don Wesely  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MARCH, 2000, by Donald W. Linscott, President, South Industrial Park, L.L.C., a Nebraska limited liability company.



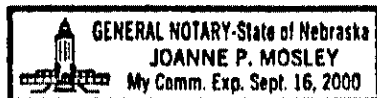
Christine K. Middleton  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2000 by Kevin W. Hammond, Vice President, Security Mutual Life Insurance of Lincoln, Nebraska.

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

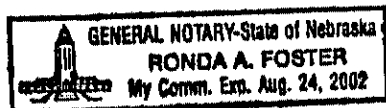
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2000 by William R. Schmeeckle, Second Vice President, Security Mutual Life Insurance of Lincoln, Nebraska.



Joanne P. Mosley  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

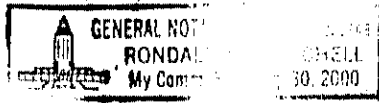
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2000 by Gary Pickering.



Ronda A. Foster  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

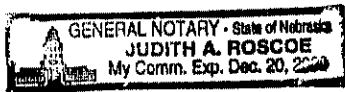
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2000 by John Rallis.



Rondalyn K. Mitchell  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 31 day of July, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe  
Notary Public

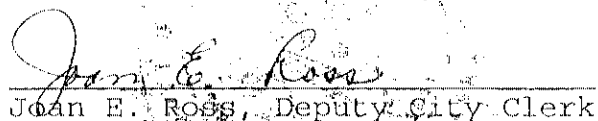
2000 JUL 20 10:00 AM  
NOTARY PUBLIC

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 **Horizon Business Center Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on February 23, 2000, 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 1st day of August, 2000.

  
Joan E. Ross, Deputy City Clerk

*Ret to City Clerk*