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LANCASTER COUNTY, NE

INST NO 2003  
032512

BLOCK
CODE
CHECKED
ENTERED
FILED

RESOLUTION NO. PC- 00796

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

7 Lot 35 Irregular Tract, located in the South Half of the Northwest  
8 Quarter of Section 21, Township 9 North, Range 7 East of the 6th  
9 P.M., Lancaster County, Nebraska and more fully described as  
0 follows:

1 Referring to the southwest corner of the Northwest Quarter of  
2 said Section 21; thence north 89 degrees 58 minutes 01  
3 seconds east, a distance of 50.00 feet to a point on the west  
4 right-of-way line of South 56th Street, the southwest corner of  
5 said Lot 35 I.T. and the point of beginning; thence north 00  
6 degrees 00 minutes 00 seconds west on said line, a distance of  
7 1318.79 feet to a point on the north line of said South Half;  
8 thence north 89 degrees 58 minutes 34 seconds east on said  
9 line, a distance of 2584.15 feet to the northeast corner of said  
0 South Half; thence south 00 degrees 12 minutes 05 seconds  
1 west on the east line of said South Half, a distance of 1318.39  
2 feet to the southeast corner of said South Half; thence south 89  
3 degrees 58 minutes 01 seconds west on the south line of said  
4 South Half, a distance of 2579.51 feet to the point of beginning  
5 and containing 127 Lots and 3 Outlots and a calculated area of  
6 78.153 acres more or less;  
7

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

*Teresa City Clerk*

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

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

5               1. That the plat of **THOMPSON CREEK ADDITION** as an addition to the City  
6 of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Thompson**  
7 **Creek L.L.C., a Nebraska limited liability company**, as owner is hereby accepted and  
8 approved, and said owner is given the right to plat said **THOMPSON CREEK ADDITION** as  
9 an addition to said City in accordance therewith. Such acceptance and approval are  
0 conditioned upon the following:

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

6               Second: That said owner shall at its own cost and expense pay for all  
7 labor, material, engineering, and inspection costs in connection with the construction of  
8 sidewalks including a five foot wide sidewalk along the east side of South 56th Street as  
9 shown on the final plat. The construction shall be completed within four years following  
0 Planning Commission approval of this final plat.

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

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

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

8 Fifth: 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 drainage  
0 facilities as shown on the approved drainage study. The construction shall be completed  
1 within two years following Planning Commission approval of this final plat.

2 Sixth: That said owner shall at its own cost and expense pay for all labor,  
3 material, engineering, and inspection costs in connection with land preparation including the  
4 construction of storm water detention/retention facilities and open drainage way improvements  
5 as shown on the final plat. The construction shall be completed within two years following  
6 Planning Commission approval of this final plat.

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

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

5 Ninth: That said owner shall at its own cost and expense pay for all labor,  
6 material, and related costs in connection with the installation of a landscape screen along  
7 South 56th Street within this plat as shown on the approved final plat. The installation shall be  
8 completed within two years of Planning Commission approval of the plat.

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

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

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

0 The owner, its successors and assigns agree:

1 a. To submit to the Director of Public Works for review and approval  
2 an erosion control plan.

- 1                               b.     To protect the remaining trees on the site during construction and  
2     development.
- 3                               c.     To submit to lot buyers and home builders a copy of the soil  
4     analysis.
- 5                               e.     To complete the private improvements shown on the final plat, use  
6     permit and community unit plan.
- 7                               f.     To maintain the street trees, landscape screens, outlots, and  
8     private improvements on a permanent and continuous basis. However, the owner may be  
9     relieved and discharged of this maintenance obligation upon creating in writing a permanent  
0     and continuous association of property owners who would be responsible for said permanent  
1     and continuous maintenance. The owner shall not be relieved of such maintenance obligation  
2     until the document or documents creating said property owners association have been  
3     reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 4                               g.     To relinquish the right of direct vehicular access to South 56th  
5     Street from Lot 7, Block 1, Lots 1 and 2, Block 2, and Outlot A.
- 6                               h.     To comply with the provisions of the Land Subdivision Ordinance  
7     regarding land preparation.
- 8                               3. That said owner shall, prior to adoption of this resolution, execute and deliver  
9     to the City of Lincoln:
- 0                               a.     A bond or an approved escrow or security agreement in the sum  
1     of \$590,000.00 conditioned upon the strict compliance by said owner with the conditions  
2     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  
2 of \$173,100.00 conditioned upon the strict compliance by said owner with the conditions  
3 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

4                   c.       A bond or an approved escrow or security agreement in the sum  
5 of \$168,000.00 conditioned upon the strict compliance by said owner with the conditions  
6 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

7                   d.       A bond or an approved escrow or security agreement in the sum  
8 of \$254,000.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

0                   e.       A bond or an approved escrow or security agreement in the sum  
1 of \$161,000.00 conditioned upon the strict compliance by said owner with the conditions  
2 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

3                   f.       A bond or an approved escrow or security agreement in the sum  
4 of \$47,700.00 conditioned upon the strict compliance by said owner with the conditions  
5 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

6                   g.       A bond or an approved escrow or security agreement in the sum  
7 of \$62,000.00 conditioned upon the strict compliance by said owner with the conditions  
8 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

9                   h.       A bond or an approved escrow or security agreement in the sum  
0 of \$52,580.00 conditioned upon the strict compliance by said owner with the conditions  
1 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

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

4 j. A bond or an approved escrow or security agreement in the sum  
5 of \$1,035.00 conditioned upon the strict compliance by said owner with the conditions  
6 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

7 k. A bond or an approved escrow or security agreement in the sum  
8 of \$11,325.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

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

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

8 The foregoing Resolution was approved by the Lincoln City - Lancaster County  
9 Planning Commission on this 19th day of March, 2003.

Dated this 19th day of March, 2003.

ATTEST:

  
Chairman

Approved as to Form & Legality:

  
Chief Assistant City Attorney



## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Thompson 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 **THOMPSON CREEK 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 **THOMPSON CREEK 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 an erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
4. The Subdivider agrees to complete the private improvements shown on the final plat, use permit and community unit plan.

5. The Subdivider agrees to relinquish the right of direct vehicular access to South 56th Street from Lot 7, Block 1, Lots 1 and 2, Block 2, and Outlot A.

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

7. 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.

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

Dated this 24 day of March, 2003.

THOMPSON CREEK L.L.C.  
a Nebraska limited liability company,

Robert Lewis

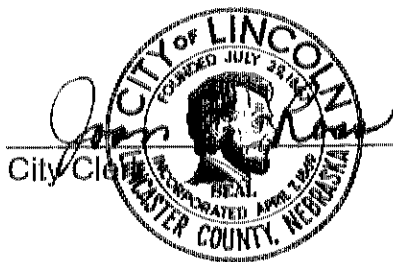
Witness

Robert D. Hampton

2003 MAR 27 10:00 AM  
2003 MAR 27 10:00 AM  
Robert Hampton, President

ATTEST:

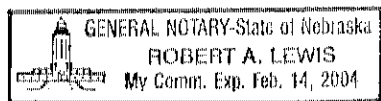
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation



Don Wewers  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 24 day of March, 2003, by Robert Hampton, President of Thompson Creek L.L.C., a Nebraska limited liability company.



Robert Lewis  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2003, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier  
Notary Public

City of Lincoln  
Law Department  
1014 mR 1001 Rm 4301  
Lincoln NE 68208

## ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT

This Assignment, Assumption, and Release Agreement dated the 8th day of January, 2003, is entered into between Thompson Creek, LLC ("Assignor"), Campbell's Nurseries and Garden Centers, Inc. ("Assignee"), and the City of Lincoln, Nebraska, a municipal corporation ("City").

WHEREAS, Resolution No. PC-\_\_\_\_\_, accepted and approved the final plat of Thompson Creek 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 street trees along both sides of all streets and private roadways within Thompson Creek 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 Obligation"; 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 \$ 53,810.00 to guarantee the Obligation; and

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

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

WHEREAS, the City is willing to release Assignor from the Obligation and to accept the assignment and assumption of the Obligation by Assignee provided that Assignee provides the City with a bond or an approved escrow or security agreement in the sum of \$ 53,810.00 to guarantee satisfaction of the Obligation.

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 Obligation.

2. Assignee does hereby accept the assignment and agrees to assume the Obligation and further agrees to provide the City with a bond, or an approved escrow or other security agreement in the amount of \$ 53,810.00 to guarantee satisfaction of the Obligation.

3. The City does hereby acknowledge receipt of a bond, or approved escrow or other security in the amount of \$ 53,810.00 from Assignee to guarantee satisfaction of the Obligation and does hereby consent to the assignment. The City further hereby releases Assignor from the Obligation.

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

Thompson Creek, LLC

Robert D. Hampton  
(type/print name)

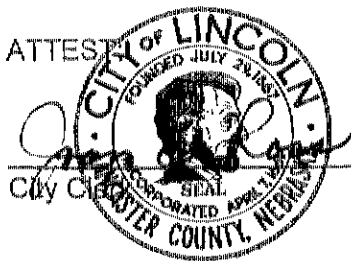
Campbell's Nurseries & Garden Centers

Richard B. Campbell  
(type/print name)

\_\_\_\_\_, Assignor  
(type/print name)

\_\_\_\_\_, Assignee  
(type/print name)

ATTEST



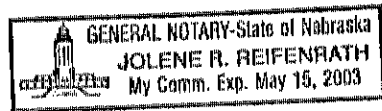
CITY OF LINCOLN, NEBRASKA  
a municipal corporation

By:

Don Weryly  
Mayor

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

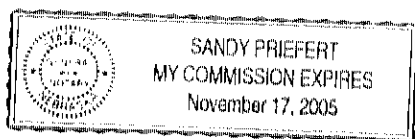
The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 8th day of January, 2003, by Robert D. Hampton



Jolene R. Reifernath  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 8th day of January, 2003, by Richard B. Campbell



Sandy Priefert  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this 3rd day of March, 2003, by Mayor Don Wesely



Teresa J. Meier  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing Assignment, Assumption, and Release Agreement was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# 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 **THOMPSON CREEK ADD.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held **March 19, 2003**, 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 7<sup>th</sup> day of March, 2003.

