

JAVA Resolution 09-0212-03



WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects; and

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The property generally described in Exhibit "A" to the attached purchase agreement (Attachment A) as if fully set forth herein, (Property), including a portion of the property generally located at 1922 R Street (Approximately 19,600 square feet, more or less) and additional parcels currently owned by JAVA in the general area from Q to S and 19th to 21st streets all in Lincoln, Lancaster County Nebraska, are hereby declared surplus and approved for transfer to the City of Lincoln and the same may be transferred as provided in the attached purchase agreement. This resolution follows related action by the JAVA Board on September 13, 2007 (Resolutions 07-0913-05 and 07-0913-06) and to the extent there is a need for clarification, whether as a result of the intervening final plat of the Antelope Valley Addition, reservation of necessary right of way, or otherwise, the intent of this Resolution is to resolve any issues in favor of conveying the surplus property as described to the City of Lincoln for the purposes described herein.
2. The JAVA Board hereby finds that the transfer of the Property to the City of Lincoln under the terms and conditions of the attached purchase agreement is appropriate for the purposes of Community Redevelopment as provided in the Antelope Valley Redevelopment Plan, as amended, in connection with the implementation of the Community Revitalization component of the Phase One Priority Projects. In addition, the JAVA Board hereby finds the same to be in compliance with the applicable requirements of the Board and hereby ratifies and approves the actions of its Chairperson and officers required to execute and close the transactions contemplated hereby, specifically including minor or technical revisions to the legal descriptions prior to closing, without further action by the Board.
3. Based on the foregoing, the Chairperson is authorized to direct the same to be accomplished, approve the necessary documents and execute agreements to complete the same.

Dated this 12th Day of February, 2009.

Introduced by:

Approved by Unanimous Vote of _____, _____, and _____ after public hearing on this 12th Day of February, 2009.

Signed:

Joint Antelope Valley Authority

Vice Chairperson

Glenn Johnson, Chairperson

Approved as to form and Legality

Legal Counsel

**SURPLUS REIMBURSEMENT REAL ESTATE SALES AGREEMENT
BETWEEN
THE JOINT ANTELOPE VALLEY AUTHORITY AND
THE CITY OF LINCOLN, NEBRASKA**

This Real Estate Sale Agreement (Agreement) entered into on this 12th Day of February, 2009, by and between the Joint Antelope Valley Authority, a joint administrative entity created under the Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) , 531 Westgate Blvd., Lincoln, Nebraska 68528, (JAVA) (Federal EIN 70836143) and the City of Lincoln, Nebraska, a political subdivision of the state of Nebraska (City).

RECITALS

The City now desires to acquire certain property interests from JAVA known as the Redevelopment Tracts as provided in the JAVA Interlocal Agreement as well as partial lot remnants in the near vicinity of the Redevelopment Tracts (involving only those parcels and related remnants acquired by JAVA from the Board of Regents of the University of Nebraska) for community revitalization purposes.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the City and JAVA do hereby agree as follows:

I. CONVEYANCES TO CITY

Fee Simple Acquisitions. JAVA hereby agrees to convey, and the City agrees to purchase in fee simple the real estate (as defined in Neb. Rev. Stat. § 76-201) as described in Exhibit "A" attached hereto and incorporated herein by this reference by warranty deed to the City.

II. TITLE AND RISK OF LOSS

- 2.1 Title to Property Conveyed. JAVA shall convey to the City good and marketable fee simple title to the property to be conveyed by it, free and clear of all liens, assessments, encumbrances, claims, general taxes and special assessments, subject to easements, reservations, and restrictions apparent or of record.
- 2.2 Risk of Loss. All property being conveyed hereunder shall be transferred "as is", "where is" at the closing. Upon execution of this Agreement, liability for and risk of loss to the real estate shall transfer from JAVA to the City.

III. CONSIDERATION

Consideration to JAVA. In consideration of the interest in real estate being conveyed to the City by JAVA, as described in Article I hereof, the City agrees to pay to JAVA the sum to be calculated to reimburse JAVA the pro-rata share of the purchase price JAVA paid to acquire the Property on a square foot allocation, other good and valuable consideration, the receipt of which is hereby acknowledged. In addition, the City agrees to fulfill its obligations to utilize the property for community revitalization purposes as contemplated in the JAVA Interlocal agreement.

IV. POSSESSION

The City shall have the right to immediate possession of the properties being conveyed to each of them upon execution of this Agreement, and to make such changes and improvements thereon as they shall deem necessary or appropriate.

V. ENVIRONMENTAL ASSESSMENT AND LIABILITY

The City shall have permission and consent to enter upon the property being purchased by it under this Agreement to make such inspections, borings, studies, and other tests relating to the environmental condition of the property as such party may deem appropriate which tests must be completed prior to closing. The party performing such tests will indemnify and hold the other harmless for all claims for injuries to persons on or damages to property caused by the negligent acts of the testing party's agents during the course of performance of such tests. In the event that a party determines that any unsatisfactory environmental condition or a violation of any federal, state, or local law or regulation exists, then the other party may, at its own cost, remedy any such conditions or violations, but shall not be contractually liable to the party discovering the same. If the other party elects not to remedy such conditions or violations the discovering party shall have the option of: (a) terminating this Agreement and thereupon this Agreement shall be null and void, or (b) proceeding with this Agreement.

VI. REDEVELOPMENT AGREEMENT CONTINGENCY

Prior to closing, the City agrees to enter into an agreement with a redeveloper of record in connection with the redevelopment of the property as permitted under the Community Development Laws of Nebraska.

VII. CLOSING

7.1 Date of Closing. The City and JAVA shall close on the real estate which is the subject matter of this Agreement as soon as reasonably possible after the contingencies stated in this Agreement are satisfied, but in no event later than October 31, 2009.

7.2 Location. Closing shall occur in the office of the City's Real Property and Relocation Assistant Supervisor, 808 P St, Suite 400 Lincoln, NE 68508. Title to the real estate to be conveyed to the City of Lincoln, Nebraska.

7.3 Fees and Taxes. The City shall pay any applicable filing fees. Taxes and special assessments (including any applicable interest and penalties) if any, shall be prorated to the date of closing and paid or discharged prior to or at the time of closing.

7.4 Other documents. At the closing, the parties will execute and deliver all deeds and other documents reasonably necessary to consummate the sale and exchange of the properties pursuant to the terms of this Agreement.

VIII. TAXES

JAVA agrees to pay all taxes (including interest and penalties) levied against and attributable to the property being conveyed by it for all prior years up to the closing and to pay in full any special assessment (including interest and penalties) which have been levied upon such property as of the date of closing. Taxes for the calendar year of closing, if any, shall be prorated to the date of closing, based upon the most current tax rate and property valuations as determined on a fair basis by the City's Real Property and Relocation Assistant Supervisor.

IX. DEFAULT

In the event either the City or JAVA fails to comply with any of the material terms or conditions hereof for a period of 30 days after the other party has given written notice specifying the nature thereof, then the other party may declare a default and seek any remedy at law or inequity without notice or demand, including, without limitation, a specific performance.

X. BROKERS

Both the City and JAVA agree that neither party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee in connection with the sale contemplated by this Agreement; and each party warrants to the other that they shall hold the other party harmless from money and all claims of any person or persons whomsoever for broker's or agent's commissions or finder's fees making claim through it in connection with this transaction.

XI. MISCELLANEOUS

11.1 Notices. All notices herein required shall be delivered by hand delivery or by United States mail with delivery confirmation to the City and JAVA at the address set forth below:

Real Estate and Relocation Assistant Supervisor
808 P St
Suite 400
Lincoln, NE 68508

All notices to JAVA shall be addressed to:
Legal Counsel
3835 Holdrege Street
Lincoln, NE 68583-0745

Mailed notices shall be deemed delivered upon the third day after deposit in the mail.

11.2 Time. Time is of the Essence of this Agreement.

11.3 Severability. If any non-material term or provision of this Agreement, or the application thereof to any person or circumstances, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.4 Construction. Whenever used herein, including acknowledgements, the singular shall be construed to include the plural, the plural to singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

11.5 Further Assurances. Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge any and all document requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

11.6 Approval. Any approval or consent required hereunder by the parties shall not be unreasonably withheld.

11.7 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the sale and exchange of the properties, and this Agreement may not be changed or modified in any manner unless an instrument in writing is executed by the parties hereto.

11.8 Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

11.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

EXECUTED by the Joint Antelope Valley Authority, a joint administrative entity created under the Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 to 13-827), 531 Westgate Blvd., Lincoln, Nebraska 68528, (JAVA) (Federal EIN 7-0836143) this _____ day of _____ 2009.

JOINT ANTELOPE VALLEY AUTHORITY,
a joint administrative entity

Vice-Chairperson

By: _____
Chairperson

CITY OF LINCOLN, NEBRASKA,
a political subdivision of the State of Nebraska

City Clerk

By: _____
Mayor

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

On _____, 2009, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came _____, known to me to be the chairperson of the Joint Antelope Valley Authority, a joint administrative entity, and identical person who signed the foregoing instrument and acknowledged the execution to be his/her voluntary act and deed as such officer and the voluntary act and deed of said entity by its authority.

Witness my hand and notarial seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

On _____, 2009, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came _____, known to me to be the Mayor of the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, and identical person who signed the foregoing instrument and acknowledged the execution to be his/her voluntary act and deed as such officer and the voluntary act and deed of said entity by its authority.

Witness my hand and notarial seal the day and year last above written.

Notary Public

Exhibit "A" to Surplus Reimbursement Real Estate Sales Agreement

Block 7, Kinney's O Street Addition

- 1 - All of Lot 1 and the East Half of Lot 2, Block 7, Kinney's O Street Addition, Lincoln, Lancaster County, Nebraska.
- 2 - All of Lots 7-9 and the West 40 feet of Lot 10, Block 7, Kinney's O Street Addition, Lincoln, Lancaster County, Nebraska.
- 3 - The East Half of Lot 11 and all of Lot 12, Block 7, Kinney's O Street Addition, Lincoln, Lancaster County, Nebraska.

Block 8, Kinney's O Street Addition

- 4 - SEE ATTACHED LEGAL DESCRIPTION FROM OA
- 5 - Lots 7 and 8, Block 8, Kinney's O Street Addition, Lincoln, Lancaster County, Nebraska.

Lincoln Driving Park Company's First Subdivision

- 6 - SEE ATTACHED LEGAL DESCRIPTION FROM OA
- 7 - Lot 19, Block 7, Lincoln Driving Park Company's First Subdivision, Lincoln, Lancaster County, Nebraska.
- 8 - SEE ATTACHED LEGAL DESCRIPTION FROM OA

Lincoln Driving Park Company's Second Subdivision

- 9 - Lot 2, Block 4, Lincoln Driving Park Company's Second Subdivision, Lincoln, Lancaster County, Nebraska.
- 10 - SEE ATTACHED LEGAL DESCRIPTION FROM OA
- 11 - SEE ATTACHED LEGAL DESCRIPTION FROM OA
- 12 - Lot 22, Block 4, Lincoln Driving Park Company's Second Subdivision, Lincoln, Lancaster County, Nebraska.
- 13 - Lot 24, Block 4, Lincoln Driving Park Company's Second Subdivision, Lincoln, Lancaster County, Nebraska.
- 14 - SEE ATTACHED LEGAL DESCRIPTION FROM OA

**LEGAL DESCRIPTION
PARCEL 4**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 6, BLOCK 8, KINNEY'S "O" STREET ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 6, SAID POINT BEING 1.00 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTH LINE OF THE EAST-WEST ALLEY LOCATED IN SAID BLOCK 8, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6, SAID LINE BEING THE NORTH LINE OF SAID EAST-WEST ALLEY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 19TH STREET; THENCE NORTH 00 DEGREES 16 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 6, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 19.21 FEET TO A POINT OF INTERSECTION WITH A EAST RIGHT-OF-WAY LINE OF FUTURE ANTELOPE VALLEY PARKWAY, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 681.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 49 MINUTES 22 SECONDS, AN ARC DISTANCE OF 128.64 FEET ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A TANGENT LENGTH OF 64.51 FEET, A CHORD BEARING OF NORTH 17 DEGREES 08 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 128.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF "R" STREET; THENCE SOUTH 89 DEGREES 43 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 6, SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 11.74 FEET TO A POINT 1.00 FOOT WEST OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00 DEGREES 16 MINUTES 32 SECONDS WEST ALONG A LINE 1.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 6, A DISTANCE OF 142.13 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4,934.48 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION
PARCEL 6**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 16, 17 AND 18, BLOCK 7, LINCOLN DRIVING PARK COMPANYS 1ST SUBDIVISION, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18, SAID POINT BEING ON THE NORTH LINE OF THE EAST-WEST ALLEY LOCATED IN SAID BLOCK 7, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 20TH STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 18, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF NORTH 00 DEGREES 15 MINUTES 43 SECONDS EAST, A DISTANCE OF 95.25 FEET TO A POINT; THENCE SOUTH 36 DEGREES 24 MINUTES 08 SECONDS EAST, A DISTANCE OF 118.78 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 16, SAID POINT BEING ON THE NORTH LINE OF SAID EAST-WEST ALLEY; THENCE NORTH 89 DEGREES 43 MINUTES 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 16, AND THE SOUTH LINE OF SAID LOTS 17 AND 18, SAID LINE BEING THE NORTH LINE OF SAID EAST-WEST ALLEY, A DISTANCE OF 70.92 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3,377.94 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

NOTE: TO BE KNOWN AS A PORTION OF OUTLOT A, ANTELOPE VALLEY ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

**LEGAL DESCRIPTION
PARCEL 8**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 20 THROUGH 25, BLOCK 7, LINCOLN DRIVING PARK COMPANYS 1ST SUBDIVISION, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 21, SAID POINT BEING 17.50 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 21, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF "R" STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ALONG A LINE 17.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 21 ON AN ASSUMED BEARING OF NORTH 00 DEGREES 23 MINUTES 46 SECONDS EAST, A DISTANCE OF 106.70 FEET TO A POINT; THENCE NORTH 42 DEGREES 48 MINUTES 54 SECONDS WEST, A DISTANCE OF 40.09 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 20, SAID POINT BEING ON THE SOUTH LINE OF THE EAST-WEST ALLEY LOCATED IN SAID BLOCK 7; THENCE SOUTH 89 DEGREES 43 MINUTES 12 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 20, AND THE NORTH LINE OF SAID LOT 21, SAID LINE BEING A SOUTH LINE OF SAID EAST-WEST ALLEY, A DISTANCE OF 32.88 FEET TO A POINT; THENCE SOUTH 36 DEGREES 24 MINUTES 08 SECONDS EAST, A DISTANCE OF 169.55 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 25, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF "R" STREET; THENCE NORTH 89 DEGREES 43 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 25, AND THE SOUTH LINE OF SAID LOTS 24 THROUGH 21, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 106.99 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 8,044.60 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

NOTE: TO BE KNOWN AS A PORTION OF OUTLOT A, ANTELOPE VALLEY ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

**LEGAL DESCRIPTION
PARCEL 10**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 5, 6 AND 7, BLOCK 4, LINCOLN DRIVING PARK COMPANY'S SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ON THE NORTH LINE OF THE EAST-WEST ALLEY LOCATED IN SAID BLOCK 4, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 5, AND THE SOUTH LINE OF SAID LOTS 6 AND 7, SAID LINE BEING THE NORTH LINE OF SAID EAST-WEST ALLEY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 95.35 FEET TO A POINT OF INTERSECTION WITH A EAST RIGHT-OF-WAY LINE OF THE FUTURE ANTELOPE VALLEY PARKWAY; THENCE NORTH 37 DEGREES 18 MINUTES 04 SECONDS EAST ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A DISTANCE OF 144.89 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 809.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 57 MINUTES 36 SECONDS, AN ARC DISTANCE OF 13.56 FEET ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A TANGENT LENGTH OF 6.78 FEET, A CHORD BEARING OF NORTH 36 DEGREES 49 MINUTES 18 SECONDS EAST, AND A CHORD DISTANCE OF 13.56 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00 DEGREES 15 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 126.57 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 6,025.55 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION
PARCEL 11**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 16, 17, 18 AND 19, BLOCK 4, LINCOLN DRIVING PARK COMPANY'S SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 19, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 19, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF "R" STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 19, AND THE SOUTH LINE OF SAID LOTS 18, 17 AND 16, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 43 MINUTES 08 SECONDS WEST, A DISTANCE OF 144.40 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE FUTURE ANTELOPE VALLEY PARKWAY; THENCE NORTH 35 DEGREES 16 MINUTES 46 SECONDS EAST ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A DISTANCE OF 45.22 FEET TO A POINT; THENCE NORTH 28 DEGREES 31 MINUTES 44 SECONDS EAST ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A DISTANCE OF 44.99 FEET TO A POINT; THENCE NORTH 37 DEGREES 18 MINUTES 04 SECONDS EAST ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A DISTANCE OF 74.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 18, SAID POINT BEING ON THE SOUTH LINE OF THE EAST-WEST ALLEY LOCATED IN SAID BLOCK 4; THENCE SOUTH 89 DEGREES 43 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 18, AND THE NORTH LINE OF SAID LOT 19, SAID LINE BEING THE SOUTH LINE OF SAID EAST-WEST ALLEY, A DISTANCE OF 52.42 FEET TO A POINT LOCATED 25.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS WEST ALONG A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 19, A DISTANCE OF 135.97 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 13,574.18 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION
PARCEL 14**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 22, 23 AND 24, BLOCK 3, LINCOLN DRIVING PARK COMPANY'S SECOND SUBDIVISION, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF "S" STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 23, AND THE SOUTH LINE OF SAID LOT 22, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 43 MINUTES 16 SECONDS WEST, A DISTANCE OF 74.68 FEET TO A POINT OF INTERSECTION WITH A EAST RIGHT-OF-WAY LINE OF FUTURE ANTELOPE VALLEY PARKWAY, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 809.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 11 MINUTES 17 SECONDS, AN ARC DISTANCE OF 87.37 FEET ALONG A EAST LINE OF SAID FUTURE RIGHT-OF-WAY, A TANGENT LENGTH OF 43.73 FEET, A CHORD BEARING OF NORTH 27 DEGREES 22 MINUTES 35 SECONDS EAST, AND A CHORD DISTANCE OF 87.33 FEET TO A POINT; THENCE SOUTH 36 DEGREES 24 MINUTES 08 SECONDS EAST, A DISTANCE OF 96.94 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 24, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF "S" STREET; THENCE NORTH 89 DEGREES 43 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 24, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 23.01 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3,728.74 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

NOTE: TO BE KNOWN AS OUTLOT B, ANTELOPE VALLEY ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

ANTELOPE VALLEY ADDITION

FINAL PLAT

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBDIVISION TO BE KNOWN AS ANTELOPE VALLEY ADDITION, A SUBDIVISION COMPOSED OF A PORTION OF LOT 37, J.G. MILLERS SUB., A PORTION OF LOTS 7 & 8, A. K. GRIFFITH'S SECOND ADDITION, A PORTION OF THE VACATED NORTH-SOUTH ALLEY, A. K. GRIFFITH'S SECOND ADDITION, LOTS 1 THROUGH 24, BLOCK 1, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., LOTS 1 THROUGH 24, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., LOTS 1 THROUGH 10, AND LOTS 13 THROUGH 24, BLOCK 3, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., LOTS 1 THROUGH 4, WATERS' SECOND SUBDIVISION, LOTS 17 THROUGH 20, THE WEST 10 FEET OF LOT 16, AND THE WEST 10' OF LOT 21, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., LOTS 11 THROUGH 26, BLOCK 6, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., LOTS 5 THROUGH 32, BLOCK 7, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., OUTLOTS "A" AND "B", MALONE 1ST ADDITION, A PORTION OF VACATED "R" STREET RIGHT-OF-WAY, A PORTION OF VACATED "S" STREET RIGHT-OF-WAY, A PORTION OF VACATED "T" STREET RIGHT-OF-WAY, A PORTION OF VACATED "U" STREET, A PORTION OF VACATED VINE STREET RIGHT-OF-WAY, AND A PORTION OF THE VACATED 20TH STREET RIGHT-OF-WAY, A PORTION OF THE VACATED EAST-WEST ALLEY, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., THE VACATED EAST-WEST ALLEY, BLOCK 6, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., THE VACATED EAST-WEST ALLEY, BLOCK 7, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., THE VACATED EAST-WEST ALLEY, BLOCK 1, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., THE VACATED EAST-WEST ALLEY, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., THE VACATED EAST-WEST ALLEY, BLOCK 3, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., ALL LOCATED IN SECTION 24, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH. P.M., CITY OF LINCOLN, LANCASTER COUNTY, STATE OF NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 3, LINCOLN DRIVING PARK COMPANY'S SECOND SUB., SAID POINT BEING ON THE EAST LINE OF 19TH STREET RIGHT-OF-WAY, AND ON THE NORTH LINE OF "S" STREET RIGHT-OF-WAY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EAST LINE OF 19TH STREET RIGHT-OF-WAY ON AN ASSUMED BEARING OF NORTH 00 DEGREES 16 MINUTES 03 SECONDS 20 SECONDS EAST, A DISTANCE OF 890.38 FEET TO THE NORTHWEST CORNER OF LOT 12, BLOCK 1, LINCOLN DRIVING PARK COMPANY'S SECOND SUB.; THENCE SOUTH 89 DEGREES 32 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 4.24 FEET TO THE SOUTHWEST CORNER OF VACATED VINE STREET RIGHT-OF-WAY, THENCE NORTH 44 DEGREES 58 MINUTES 41 SECONDS EAST ALONG A NORTHWEST LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 14.03 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1,652.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 06 MINUTES 07 SECONDS, AN ARC DISTANCE OF 185.29 FEET ALONG A NORTH LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A TANGENT LENGTH OF 82.72 FEET, A CHORD BEARING OF NORTH 82 DEGREES 27 MINUTES 05 SECONDS EAST, AND A CHORD DISTANCE OF 165.21 FEET TO A POINT; THENCE SOUTH 89 DEGREES 32 MINUTES 56 SECONDS EAST ALONG A NORTH LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 73.83 FEET TO A POINT; THENCE SOUTH 31 DEGREES 28 MINUTES 59 SECONDS EAST ALONG A NORTHEAST LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 38.87 FEET TO THE SOUTHEAST CORNER OF SAID VACATED VINE STREET RIGHT-OF-WAY, SAID POINT BEING ON THE SOUTH LINE OF VINE STREET RIGHT-OF-WAY; THENCE SOUTH 89 DEGREES 32 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID VINE STREET RIGHT-OF-WAY, A DISTANCE OF 183.22 FEET TO THE SOUTHWEST CORNER OF VACATED VINE STREET RIGHT-OF-WAY, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 376.08 FEET, A CENTRAL ANGLE OF 07 DEGREES 47 MINUTES 44 SECONDS, AN ARC DISTANCE OF 51.17 FEET ALONG A SOUTHWEST LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A TANGENT LENGTH OF 25.82 FEET, A CHORD BEARING OF NORTH 27 DEGREES 34 MINUTES 32 SECONDS WEST, AND A CHORD DISTANCE OF 51.13 FEET TO A POINT; THENCE NORTH 31 DEGREES 28 MINUTES 25 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 26.65 FEET TO THE NORTHWEST CORNER OF SAID VACATED VINE STREET RIGHT-OF-WAY; THENCE NORTH 74 DEGREES 27 MINUTES 25 SECONDS EAST ALONG A NORTHWEST LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 84.04 FEET TO A POINT; THENCE NORTH 87 DEGREES 08 MINUTES 14 SECONDS EAST ALONG A NORTH LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 31.69 FEET TO A POINT; THENCE NORTH 88 DEGREES 28 MINUTES 04 SECONDS EAST ALONG A NORTH LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A DISTANCE OF 27.94 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 07 MINUTES 43 SECONDS, AN ARC DISTANCE OF 68.31 FEET ALONG A NORTH LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, A TANGENT LENGTH OF 34.17 FEET, A CHORD BEARING OF SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, AND A CHORD DISTANCE OF 88.29 FEET TO THE NORTHEAST CORNER OF SAID VACATED VINE STREET RIGHT-OF-WAY, SAID POINT BEING A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 10.00 FEET OF LOTS 16 AND 21, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S 1ST SUB.; THENCE SOUTH 00 DEGREES 15 MINUTES 56 SECONDS WEST ALONG THE EAST LINE OF SAID VACATED VINE STREET RIGHT-OF-WAY, THE EAST LINE OF THE WEST 10.00 FEET OF LOTS 16 AND 21, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., A DISTANCE OF 383.31 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF LOT 21, BLOCK 2, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., SAID POINT BEING A POINT OF INTERSECTION WITH THE NORTH LINE OF OUTLOT "A", MALONE 1ST ADDITION; THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 345.06 FEET TO A NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE NORTH LINE OF "U" STREET COURT RIGHT-OF-WAY, SAID POINT ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 112.67 FEET ALONG A NORTHWEST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A TANGENT LENGTH OF 57.61 FEET, A CHORD BEARING OF SOUTH 75 DEGREES 16 MINUTES 06 SECONDS WEST, AND A CHORD DISTANCE OF 111.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 16 MINUTES 06 SECONDS WEST ALONG A NORTHWEST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A DISTANCE OF 20.85 FEET TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 14 MINUTES 00 SECONDS, AN ARC LENGTH OF 26.29 FEET ALONG A NORTHWEST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A TANGENT LENGTH OF 13.55 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 23 MINUTES 08 SECONDS WEST, AND A CHORD DISTANCE OF 25.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 85 DEGREES 30 MINUTES 15 SECONDS WEST ALONG A NORTH LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A DISTANCE OF 21.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 248 DEGREES 28 MINUTES 19 SECONDS, AN ARC DISTANCE OF 260.20 FEET ALONG A WEST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A TANGENT LENGTH OF 88.17 FEET, A CHORD BEARING OF SOUTH 28 DEGREES 43 MINUTES 54 SECONDS EAST, AND A CHORD DISTANCE OF 99.21 FEET TO A POINT; THENCE NORTH 28 DEGREES 02 MINUTES 27 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A DISTANCE OF 21.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 14 MINUTES 00 SECONDS, AN ARC DISTANCE OF 26.29 FEET ALONG A SOUTHEAST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A TANGENT LENGTH OF 13.55 FEET, A

CHORD BEARING OF NORTH 43 DEGREES 09 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 25.90 FEET TO A POINT; THENCE NORTH 80 DEGREES 16 MINUTES 06 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A DISTANCE OF 20.85 FEET TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 81.16 FEET ALONG A SOUTHEAST LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A TANGENT LENGTH OF 41.53 FEET, A CHORD BEARING OF NORTH 75 DEGREES 16 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 80.23 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID "U" STREET COURT RIGHT-OF-WAY, A DISTANCE OF 44.99 FEET TO A NORTHEAST CORNER OF OUTLOT "A", MALONE 1ST ADDITION, SAID POINT BEING ON THE WEST LINE OF 22ND STREET RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 17 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF 22ND STREET RIGHT-OF-WAY, A DISTANCE OF 983.82 FEET TO THE SOUTHEAST CORNER OF OUTLOT "B", MALONE 1ST ADDITION, SAID POINT BEING ON THE NORTH LINE OF "R" STREET RIGHT-OF-WAY, THENCE NORTH 89 DEGREES 43 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST LINE OF VACATED "R" STREET RIGHT-OF-WAY, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 105.61 FEET, A CENTRAL ANGLE OF 77 DEGREES 50 MINUTES 46 SECONDS, AN ARC DISTANCE OF 143.49 FEET ALONG A NORTHEAST LINE OF SAID VACATED "R" STREET RIGHT-OF-WAY, A TANGENT LENGTH OF 85.29 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 20 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 132.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 15 MINUTES 34 SECONDS EAST ALONG A NORTH LINE OF SAID VACATED "R" STREET RIGHT-OF-WAY, A DISTANCE OF 49.25 FEET TO THE SOUTHEAST CORNER OF SAID VACATED "R" STREET RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BLOCK 6, KINNEYS "O" STREET ADDITION; THENCE NORTH 89 DEGREES 43 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID VACATED "R" STREET RIGHT-OF-WAY, A DISTANCE OF 299.97 FEET TO THE SOUTHWEST CORNER OF SAID VACATED "R" STREET RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BLOCK 6, KINNEYS "O" STREET ADDITION; THENCE NORTH 00 DEGREES 17 MINUTES 01 SECONDS EAST ALONG A WEST LINE OF SAID VACATED "R" STREET RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 09 SECONDS, AN ARC LENGTH OF 148.23 FEET ALONG A SOUTHWEST LINE OF SAID VACATED "R" STREET RIGHT-OF-WAY, A TANGENT LENGTH OF 95.00 FEET, A CHORD BEARING OF NORTH 44 DEGREES 43 MINUTES 04 SECONDS WEST, AND A CHORD DISTANCE OF 134.35 FEET TO THE NORTHWEST CORNER OF SAID VACATED "R" STREET RIGHT-OF-WAY, SAID POINT BEING ON THE NORTH LINE OF "R" STREET RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 43 MINUTES 08 SECONDS WEST ALONG A NORTH LINE OF SAID "R" STREET RIGHT-OF-WAY, A DISTANCE OF 192.43 FEET TO THE SOUTHWEST CORNER OF LOT 19, BLOCK 7, LINCOLN DRIVING PARK COMPANY'S 1ST SUB., SAID POINT BEING ON THE WEST LINE OF 20TH STREET RIGHT-OF-WAY, SAID POINT BEING ON THE EAST LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID 20TH STREET RIGHT-OF-WAY, A DISTANCE OF 247.23 FEET TO A POINT OF INTERSECTION WITH THE SOUTH CORNER OF VACATED 20TH STREET; THENCE NORTH 36 DEGREES 24 MINUTES 08 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID VACATED 20TH STREET RIGHT-OF-WAY, AND THE SOUTHWEST LINE OF VACATED "S" STREET RIGHT-OF-WAY, A DISTANCE OF 125.58 FEET TO THE WEST CORNER OF SAID VACATED "S" STREET RIGHT-OF-WAY, SAID POINT BEING ON THE NORTH LINE OF "S" STREET RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 43 MINUTES 16 SECONDS WEST ALONG A NORTH LINE OF SAID "S" STREET RIGHT-OF-WAY, A DISTANCE OF 460.96 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,056,600.36 SQUARE FEET OR 24.26 ACRES, MORE OR LESS.

PERMANENT MONUMENTS HAVE BEEN FOUND OR PLACED AT EACH OF THE FINAL PLAT CORNER OR THE PERIPHERY OF THE SUBDIVISION, ON THE CENTERLINE AT EACH STREET INTERSECTION AND AT EACH POINT OF TANGENCY AND CURVATURE.

TEMPORARY MARKERS HAVE BEEN PLACED AT EACH LOT AND BLOCK CORNER AND THAT THE SUBDIVIDER WILL FILE A BOND OR ESCROW TO ENSURE THE PLACING OF THE METAL STAKES AT EACH LOT AND BLOCK CORNER AND THE SUBDIVIDER AGREES THAT THE PLACING OF METAL STAKES WILL BE COMPLETED PRIOR TO THE CONSTRUCTION OR THE CONVEYANCE OF ANY LOT SHOWN ON THE FINAL PLAT.

ALL DIMENSIONS ARE CHORD MEASUREMENTS UNLESS OTHERWISE SHOWN, AND ARE IN FEET AND DECIMALS OF A FOOT.

1-6-2009
DATE
THOMAS D. BRUGGEMAN
OLSSON ASSOCIATES
1111 LINCOLN MALL
LINCOLN, NE. 68508
454
R.L.S. NUMBER



PLANNING DIRECTOR'S APPROVAL

THE PLANNING DIRECTOR PURSUANT TO SECTION 28.11.060 OF THE LINCOLN MUNICIPAL CODE, HEREBY APPROVES THIS FINAL PLAT.

PLANNING DIRECTOR DATE

G. SALE OF SURPLUS PROPERTY

1. Surplus property that is not subject to the vacation process. Except for requests from government agencies or entities, requests to purchase JAVA property should be forwarded to the Real Estate Division. Once a request is received, the Real Estate Division will verify JAVA's ownership of the parcel. The Real Estate Division will review the same with the Lincoln Public Works Department and will recommend appropriate reservations for easements of specified uses. All reports for utility and other easements are returned to the Real Estate Division. Upon approval by the Chair, the Real Estate Division shall provide copies of the request, recommendations, and all other reports to the Planning Department for review and comment, and request Legal Counsel to prepare appropriate board legislation for the sale of the property. The Real Estate Division shall prepare an appropriate valuation of the property. The Real Estate Division uses the same process to develop an estimate of the value of the property as in the case of vacated streets and alleys. Once all reports and the proper board resolution have been received, the matter is placed on the Board's agenda for consideration.

2. Legal Counsel prepares conveyance documents upon the terms set by the Board. Those documents are furnished to the Chair for execution. The Real Estate Division in cooperation with Legal Counsel shall determine whether a formal closing or closing through deposit with the City Clerk's office is appropriate. Proceeds of the sale are delivered to the JAVA treasurer for deposit into the appropriate JAVA account. The Proceeds may be reserved for the future land acquisitions of JAVA. The Real Estate Division may use form agreements or prepare draft agreements in some cases. All documents are approved by Legal Counsel prior to submittal to the JAVA Administrative Board or Chair. The Real Estate Division shall retain on file copies of appraisals, deeds, etc. for Surplus Property proposed for sale. The valuation of all surplus property will consider any appropriate assembly value as well as open market sales of comparable property. Value recommendations will also include a *recommendation* on the method of disposal which may include a *contracted* sale to one person making the original request, or disposal by auction or disposal by sealed bid, to assure receiving the best price for JAVA based on the valuation results.

3. Subdivision Requirements. Lincoln Municipal Code § 26.11.010 (b) authorizes the conveyance of portions of abandoned railroad right of way by the railroad or a subsequent owner to an abutting landowner without complying with subdivision requirements; provided it is not separately sold thereafter. Lincoln Municipal Code § 26.11.010 (c) authorizes the conveyance of property declared surplus to be sold without complying with subdivision requirements; provided it is not separately sold thereafter. All other property conveyances must comply with the Subdivision regulations of Lincoln Municipal Code chapter 26 and Neb. Rev. Stat. 15-106 and 15-901.

As amended 9-13-2007 (Resolution 07-0913-07)

- Resolution approving amendments to the JAVA Administrative Regulation on the Purchase, Dedication, Donation or Sale of Real Property.