



13R-264

Introduce: 11-18-13

RESOLUTION NO. A- 87695

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Memorandum of Understanding (Annexation of Railpark), which is attached

3 hereto, marked as Attachment "A" and made a part hereof by reference, between the City of

4 Lincoln, Nebraska and the Airport Authority of the City of Lincoln, Nebraska, outlining certain

5 conditions and understandings relating to the annexation of approximately 435 acres of property

6 generally located at N.W. 27th Street and Highway 34, is approved.

7 BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Memorandum

8 of Understanding regarding the annexation of Railpark on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully executed

10 copy of this Memorandum of Understanding to Rick Peo, Chief Assistant City Attorney, for

11 distribution to the Airport Authority of the City of Lincoln, Nebraska.

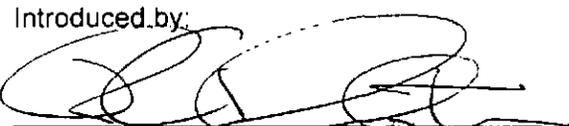
12 BE IT FURTHER RESOLVED that the City Clerk is directed to record the Memorandum

13 of Understanding regarding the annexation of Railpark with the Register of Deeds, filing fees to be

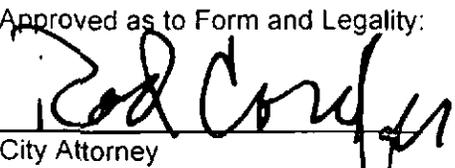
14 paid by the Lincoln Airport Authority.

15 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this

16 Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by: 

AYES: Camp, Christensen, Cook, Emery, Eskridge, Fellers, Gaylor Baird; NAYS: None.

Approved as to Form and Legality:   
City Attorney

**ADOPTED**  
DEC 09 2013  
**BY CITY COUNCIL**

Approved this 15<sup>th</sup> day of Dec., 2013:  
  
Mayor

**MEMORANDUM OF UNDERSTANDING  
(ANNEXATION OF RAILPARK)**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, (the "City"), and the Airport Authority of the City of Lincoln, Nebraska, a body politic and corporate, (the "Airport Authority"), on this 12<sup>th</sup> day of December, 2013.

RECITALS

I.

In accordance with Article 5, Chapter 3 of the statutes of the state of Nebraska, the City Council of the City of Lincoln, Nebraska, by appropriate action in 1959, created the Airport Authority and transferred to the Airport Authority the right to use, occupy, and manage certain real estate owned by or acquired in the name of the City, including the land described herein; and

II.

The Airport Authority, in cooperation with the City and the Lincoln Chamber Economic Development Corporation ("LCEDC"), is in the process of developing a tract of ground consisting of approximately 469.36 acres located generally south of Highway 34, west of North 27th Street, north of Airport Road and North Park Road, and east of Oak Creek near Lincoln, Nebraska, for lease to industrial users; and

III.

In order to properly develop the site and market the same, it is necessary to annex the property into the corporate limits of the City so as to make municipal utility services available and to rezone the property to I-1 Industrial; and

#### IV.

In order to assure the City that the area, when annexed and zoned, will be properly developed by the Airport Authority, the parties are entering into this Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. **Annexation.** The City agrees to annex into the corporate limits of the City the property legally described and depicted on Exhibit "A," which is attached hereto and made a part hereof by reference.

2. **Zoning.** The City will rezone all of the property as legally described and depicted on Exhibit "B" as I-1 Industrial.

3. **Infrastructure Development to Serve the Newly Annexed Area.**

(a) **Streets.**

(i) **NW 38<sup>th</sup> Street.** Attached hereto and marked as Exhibit "C" is a conceptual plan for proposed construction of NW 38<sup>th</sup> Street from the intersection of NW 38<sup>th</sup> Street and West Webster through its connection to Highway 34. The Airport Authority, the City's Department of Public Works, and the Nebraska Department of Roads will agree upon the appropriate alignment of proposed NW 38<sup>th</sup> Street and its connection to Highway 34. Once agreed upon, it shall be the responsibility of the Airport Authority to construct NW 38<sup>th</sup> Street from the intersection of NW 38<sup>th</sup> Street and West Webster Street through its connection to Highway 34 as a two-lane urban standard roadway initially with adequate right-of-way width for expansion to a four-lane roadway in accordance with the design standards of the City of Lincoln for urban streets in industrial areas current

as of the date of this Memorandum of Understanding. It is understood and agreed that the Airport Authority may, at its option, construct NW 38<sup>th</sup> Street in phases as necessary to serve the developing sites within the annexed area. Pursuant to Neb. Rev. Stat. § 3-503(5) as soon as NW 38<sup>th</sup> Street, or any phase thereof, is satisfactorily completed, the Airport Authority agrees to surrender use and control of the right-of-way and street improvements to the City, and the City agrees to accept use and control of the right-of-way and street improvements surrendered, with the Airport Authority surrendering such rights in the required right-of-way up to a width of 130 feet as determined by the City. Transfer of the right-of-way to the City under this subparagraph is subject to concurrence of the FAA to such transfer. Notwithstanding any provision above to the contrary, the Airport Authority agrees to be responsible, at its own cost and expense, to provide snow removal and street sweeping over NW 38th Street and weed abatement over NW 38th Street right-of-way until such time as NW 38th Street is extended from West Webster Street through a connection with Highway 34.

(ii) State Spur 55C. Upon completion of NW 38<sup>th</sup> Street through a connection with Highway 34, the State Department of Roads may abandon the State Spur 55C intersection with Highway 34 and relinquish the State Spur 55C right-of-way, according to standard state procedure. The Airport Authority and the City understand and agree that, if the State Department of Roads decides to abandon State Spur 55C, then the Airport Authority and the City will need to negotiate with the State Department of Roads as to whether or not the State 55C right-of-way should be relinquished to the City, pursuant to Neb. Rev. Stat. §39-

1314 and upon what conditions or reservations or if the State Department of Roads should proceed to abandon the right-of-way pursuant to Neb. Rev. Stat. §39-1315 and for what price and on what conditions. In any event, should the Airport Authority and the City mutually conclude that the conditions, reservations or price are acceptable, the City will accept the relinquishment or take title to the abandoned right-of-way and transfer the same to the Airport Authority in exchange for the Airport Authority's relinquishment of the right-of way of N.W. 38<sup>th</sup> St. as described (i) above. The Airport Authority will reimburse the City for the cost, if any, for acquiring the right-of-way from the State.

(iii) Wildrose Lane. It is understood and agreed that any depiction of Wildrose Lane on the attachments to this Memorandum are either of existing conditions or are conceptual, and are not intended to bind either party, it being understood that the status of Wildrose Lane is currently under discussion with the Nebraska Department of Roads.

(b) Sewer Service. Attached hereto and marked as Exhibit "C" is a conceptual sewer plan to serve the annexed area. Exact sizes and locations of the proposed sewer lines may vary based upon the exact configuration of the lease sites as developed by the Airport Authority through negotiations with prospective tenants. It is understood and agreed that the Airport Authority may, at its option, construct and extend such mains in phases when and as necessary to serve sites leased to Airport Authority tenants. All such sewers shall be designed and constructed in accordance with City of Lincoln Design Standards and City of Lincoln Standard Plans and Specifications for Municipal Construction (latest edition) so as to adequately serve each site as developed.

Subject to inspection and approval by the Public Works and Utilities Department of the City, the City will assume ownership of such sewer mains following their installation. For any such mains located outside of public right-of-way, the Airport Authority and City shall enter into a consent agreement (the form of which is attached hereto as Exhibit D) granting to the City access to the mains for all necessary purposes.

(c) Water Service. Attached hereto and marked as Exhibit "C" is a conceptual plan for water mains to serve the annexed area. The exact size and location of the proposed water mains may vary based upon the exact configuration of the lease sites as developed by the Airport Authority through negotiations with prospective tenants. It is understood and agreed that the Airport Authority may, at its option, construct and extend such mains in phases when and as necessary to serve sites leased to Airport Authority tenants. The Airport Authority shall use its best efforts to locate the water mains in the NW 38th Street right-of-way. All water mains shall be designed and constructed in accordance with City of Lincoln Design Standards and City of Lincoln Standard Plans and Specifications for Municipal Construction (latest edition) so as to serve each site as developed with adequate water pressure and fire flow. Water mains will be sized in consultation with the Department of Public Works and Utilities, the Lincoln Water System, and the Fire and Rescue Department to meet City design standards as existing at the time of installation. Looping of a dead end main shall be required if fire flow is inadequate. Prior to construction of any building, the Airport Authority will copy the Public Works and Utilities Department with building permit applications that include calculations showing adequate fire flow for the proposed building. Subject to inspection and approval by the Public Works and Utilities Department of the City, the City will

assume ownership of such water mains following their installation. For any such mains located outside of public right-of-way, the Airport Authority and City shall enter into a consent agreement (the form of which is attached hereto as Exhibit D) granting to the City possession of and access to the main for all necessary purposes.

(d) Utility Extensions; Waived. The parties understand and agree that the Airport Authority will be constructing water and sewer service as shown conceptually on Exhibit "C." or as the Airport Authority may determine is necessary or desirable to serve its future tenants within the annexed area. No design standard or other similar provision relating to extensions of water and sewer service from NW 38th Street to the western limits of the land depicted and described on Exhibit A will be deemed to apply to the Airport Authority in the construction and installation of said utilities to serve the annexed area. The Airport Authority agrees that, if there is a gap in extending the sewer main north to Highway 34 as conceptually shown on Exhibit C or as the Airport Authority may otherwise determine is necessary or desirable to serve future tenants within the annexed area, the Airport Authority shall permit the City or an upstream property owner, at its own cost, to extend such sewer main to Highway 34 in the event an upstream property owner on the north side of Highway 34 needs to connect to the sewer in order to serve the owner's property. The Airport Authority and the City will enter into a consent agreement as described above for any such extension.

(e) Executive Order Construction. All construction and installation of the streets, water mains, and sewer mains provided for herein shall be done pursuant to an executive order for private construction of public facilities as approved by the Public

Works Director. Any requirement for labor and material or performance bonds, or other security relating to such executive order construction, shall be waived.

**4. Funding.**

(a) All infrastructure improvements, as described in paragraph 3 above and as needed to serve the area, will be designed and constructed by the Airport Authority with its own funds and such grants and contributions as it has or may secure. Currently, the Airport Authority intends to fund the initial infrastructure costs with:

(i) A \$750,000.00 grant from the State of Nebraska Department of Economic Development (awarded);

(ii) A \$250,000.00 contribution from the City of Lincoln's Fast Forward Fund (approved by Resolution No. A87028); and

(iii) Airport Bond proceeds in the approximate amount of \$1,800,000.00.

(b) The City, by entering into this Memorandum of Understanding, is not committing any additional funds to the infrastructure required to develop the annexed area.

(c) If the City requests any oversizing of or betterments to the infrastructure that the Airport Authority proposes to install, then the cost of such oversizing or betterments shall be paid for by the City.

If Railroad Transportation Safety District Funds are available to assist in defraying the costs of railroad crossings or safety devices necessary or desirable for the railroad crossings within the annexed area, the City agrees to assist the Airport Authority in securing such funds to the extent available.

5. **Drainage.** The Airport Authority shall prepare, or cause to be prepared, a drainage plan for the area depicted on Exhibit "A" and shall show surface drainage exit points from the building sites. If any retention or detention facilities are required for any building site, the Airport Authority shall impose the responsibility therefor upon the tenant or tenants thereof.

The drainage plan shall be submitted prior to final design completion of NW 38<sup>th</sup> Street. The drainage plan will include necessary hydrology and hydraulics, maximum existing flow values for the 2, 10 and 100 year storms(Q values) from each of the four tracts as depicted on Exhibit "C" based on City of Lincoln Drainage Criteria Manual (Design Standards for Industrial Development), and minimum flood corridor extents for existing waterways. The Airport Authority will copy Watershed Management with building permit applications that include drainage calculations showing meeting maximum allowable 2, 10 and 100 year flow events, as well as minimum flood corridor extents.

6. **Parks and Trails.** The Airport Authority agrees to dedicate or otherwise provide sufficient space along roadways within the annexed area to accommodate construction of hiker/biker trails in accordance with the specifications of the City of Lincoln for such facilities. The Airport Authority agrees to install, at its own cost and expense, a hiker/biker trail along one side of NW 38<sup>th</sup> Street as it is finally aligned and constructed within the area depicted on Exhibit "A." The hiker/biker trail shall be constructed in total upon completion of NW 38<sup>th</sup> Street to its connection with Highway 34. The installation of the hiker/biker trail on one side of NW 38<sup>th</sup> Street shall be in lieu of the Design Standard requirement that sidewalks be installed along both sides of NW 38<sup>th</sup> Street, which requirement is hereby waived. Any other hiker/biker trails shall be installed at the City's own cost and expense.

7. Phasing and Completion. It is understood and agreed that phasing and timing of completion of all of the proposed infrastructure described in this Memorandum of Understanding shall be as scheduled by and within the sole discretion of the Airport Authority.

IN WITNESS WHERE, the parties have executed this Memorandum of Understanding as of the day and year first written above.

ATTEST:

Teresa J. Meade  
City Clerk



ATTEST:

A. Wain  
Secretary

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

By: Chris Beutler  
Chris Beutler, Mayor

AIRPORT AUTHORITY OF THE CITY  
OF LINCOLN, NEBRASKA, a body  
politic and corporate

By: W. E. Smith  
Chairperson

**LEGAL DESCRIPTION  
ANNEXATION**

A TRACT OF LAND COMPOSED OF LOT 17 I.T., LOT 18 I.T., LOT 26 I.T., LOT 29 I.T., LOT 30 I.T., LOT 32 I.T., LOT 33 I.T., AND LOT 34 I.T., A PORTION OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY, A PORTION OF NORTH PARK ROAD RIGHT-OF-WAY, AND A PORTION OF THE NORTHEAST QUARTER, ALL IN THE NORTH HALF OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LOT 5 I.T., LOT 7 I.T., LOT 30 I.T., LOT 31 I.T., LOT 32 I.T., AND A PORTION OF LOT 63 I.T., ALL LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH, P.M., LOT 10 I.T., LOT 13 I.T., LOT 18 I.T., LOT 19 I.T., LOT 20 I.T., LOT 21 I.T., LOT 22 I.T., LOT 24 I.T., LOT 25 I.T., LOT 26 I.T., LOT 27 I.T., LOT 28 I.T., LOT 31 I.T., THE REMAINING PORTION OF LOT 11 I.T., A PORTION OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY, A PORTION OF THE UNION PACIFIC RAIL ROAD RIGHT-OF-WAY, A PORTION OF NORTH WEST 31ST STREET RIGHT-OF-WAY, A PORTION OF VACATED COUNTY ROAD #618, A PORTION OF VACATED WILDROSE LANE RIGHT-OF-WAY, A PORTION OF THE SOUTHEAST QUARTER, AND A PORTION OF THE SOUTHWEST QUARTER, ALL LOCATED IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., LOT 15 I.T., AND A PORTION OF THE UNION PACIFIC RAIL ROAD RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., ALL IN LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 6 EAST; THENCE EASTERLY ON THE NORTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°53'38"E, A DISTANCE OF 2,629.96' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE S89°53'31"E, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,505.18' TO A POINT OF INTERSECTION WITH A EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S05°36'54"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1,757.38' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 18°49'27", A RADIUS OF 2,814.93', AN ARC LENGTH OF 924.83' ON A EAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 920.67', A TANGENT LENGTH OF 466.62', AND A CHORD BEARING OF S10°25'23"E TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 6 EAST; THENCE N89°49'28"W, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 224.19' TO THE SOUTHWEST CORNER OF SAID SECTION 33, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 6 EAST; THENCE S00°59'15"W, ON THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,630.59' TO A POINT 900.00' NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S89°37'19"W, ALONG A LINE 900.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,897.09' TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE ABANDONED

CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY; THENCE N35°02'11"W, ON THE EAST LINE OF SAID ABANDONED RIGHT-OF-WAY, A DISTANCE OF 2,018.65' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 6 EAST, SAID POINT BEING ON THE SOUTH LINE OF LOT 13 I.T.; THENCE N89°50'05"W, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 13 I.T., A DISTANCE OF 122.38' TO A SOUTHWEST CORNER OF SAID LOT 13 I.T.; THENCE N35°02'11"W, ON A WEST LINE OF SAID LOT 13 I.T., A DISTANCE OF 847.79' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°00'17", A RADIUS OF 2,814.93', AN ARC LENGTH OF 49.36' ON A WEST LINE OF SAID LOT 13 I.T., A CHORD LENGTH OF 49.36', A TANGENT LENGTH OF 24.68', AND A CHORD BEARING OF N35°13'08"W TO A SOUTH CORNER OF SAID LOT 13 I.T., SAID POINT BEING 733.00' NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE N89°50'05"W, ON A SOUTH LINE OF SAID LOT 13 I.T., SAID LINE BEING 733.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,426.74' TO A WEST CORNER OF SAID LOT 13 I.T.; THENCE N89°50'08"W, A DISTANCE OF 125.01' TO A EAST CORNER OF LOT 32 I.T., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 6 EAST, SAID POINT BEING 733.00' NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N89°49'20"W, ON A SOUTH LINE OF SAID LOT 32 I.T., SAID LINE BEING 733.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,026.96' TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OAK CREEK CHANNEL AS DESCRIBED IN DEED BOOK 335, PAGE 570, LANCASTER COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 20°12'28", A RADIUS OF 605.55', AN ARC LENGTH OF 213.57' ON THE CENTERLINE OF OAK CREEK CHANNEL AS DESCRIBED IN DEED BOOK 335, PAGE 570, LANCASTER COUNTY REGISTER OF DEEDS, SAID LINE BEING A EAST LINE OF SAID LOT 32 I.T., A CHORD LENGTH OF 212.47', A TANGENT LENGTH OF 107.91', AND A CHORD BEARING OF S19°57'59"E TO A POINT; THENCE S24°40'29"E, ON A THE CENTERLINE OF OAK CREEK CHANNEL AS DESCRIBED IN DEED BOOK 335, PAGE 570, LANCASTER COUNTY REGISTER OF DEEDS, SAID LINE BEING A EAST LINE OF SAID LOT 32 I.T., A DISTANCE OF 587.98' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 32 I.T.; THENCE N89°49'20"W, ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 32 I.T., A DISTANCE OF 610.65' TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 32 I.T.; THENCE N00°30'06"E, ON THE WEST LINE OF SAID LOT 32 I.T., THE WEST LINE OF LOTS 31 I.T. AND LOT 5 I.T., AND A NORTHERLY EXTENSION OF SAID LINE, SAID LINE BEING THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2,367.71' TO THE NORTHWEST CORNER OF LOT 7 I.T.; THENCE S69°59'12"E, ON A NORTH LINE OF SAID LOT 7 I.T., A DISTANCE OF 726.56' TO A NORTH CORNER OF SAID LOT 7 I.T.; THENCE N20°00'48"E, ON A WEST LINE OF SAID LOT 7 I.T., A DISTANCE OF 20.00' TO A NORTH CORNER OF SAID LOT 7 I.T.; THENCE S69°59'12"E, ON A NORTH LINE OF SAID LOT 7 I.T., A DISTANCE

OF 664.17' TO THE NORTHEAST CORNER OF SAID LOT 7 I.T., SAID POINT BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE N00°42'54"E, ON THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 732.56' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 18,943,913.98 SQUARE FEET OR 434.89 ACRES, MORE OR LESS.

Tuesday, October 08, 2013

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**LEGAL DESCRIPTION  
CHANGE OF ZONE**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 18 I.T., A PORTION OF LOT 19 I.T., A PORTION OF LOT 27 I.T., A PORTION OF LOT 28 I.T., A PORTION OF WEST FLETCHER AVENUE, A PORTION OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, A PORTION OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY, AND A PORTION OF THE NORTHWEST QUARTER, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LOT 29 I.T., LOT 30 I.T., LOT 33 I.T., LOT 34 I.T., A PORTION OF LOT 7 I.T., A PORTION OF LOT 15 I.T., A PORTION OF LOT 17 I.T., A PORTION OF LOT 26 I.T., A PORTION OF LOT 32 I.T., A PORTION OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY, A PORTION OF NORTH PARK ROAD RIGHT-OF-WAY, AND A PORTION OF THE NORTHEAST QUARTER, ALL IN THE NORTH HALF OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LOT 5 I.T., LOT 7 I.T., LOT 30 I.T., LOT 31 I.T., LOT 32 I.T., LOT 33 I.T., LOT 40 I.T., AND A PORTION OF LOT 63 I.T., ALL LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup>, P.M., LOT 10 I.T., LOT 13 I.T., LOT 18 I.T., LOT 19 I.T., LOT 20 I.T., LOT 21 I.T., LOT 22 I.T., LOT 23 I.T., LOT 24 I.T., LOT 25 I.T., LOT 26 I.T., LOT 27 I.T., LOT 28 I.T., LOT 31 I.T., THE REMAINING PORTION OF LOT 11 I.T., A PORTION OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY, A PORTION OF THE UNION PACIFIC RAIL ROAD RIGHT-OF-WAY, A PORTION OF NORTH WEST 31<sup>ST</sup> STREET RIGHT-OF-WAY, A PORTION OF VACATED COUNTY ROAD #618, A PORTION OF VACATED WILDROSE LANE RIGHT-OF-WAY, A PORTION OF THE SOUTHEAST QUARTER, AND A PORTION OF THE SOUTHWEST QUARTER, ALL LOCATED IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LOT 15 I.T., AND A PORTION OF THE UNION PACIFIC RAIL ROAD RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., ALL IN LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 6 EAST; THENCE EASTERLY ON THE NORTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°53'38"E, A DISTANCE OF 2,629.96' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE S89°53'31"E, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,505.18' TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S05°36'54"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1,757.38' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 39°21'28", A RADIUS OF 2,814.93', AN ARC LENGTH OF 1,933.64' ON A EAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 1,895.84', A TANGENT LENGTH OF 1,006.72', AND A CHORD BEARING OF S20°41'42"E TO A POINT, THENCE S37°32'22"W, A DISTANCE OF 348.12' TO A POINT; THENCE N52°01'40"W, A DISTANCE OF 669.74' TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF

SECTION 4, TOWNSHIP 10 NORTH, RANGE 6 EAST, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 34°26'16", A RADIUS OF 1,392.74', AN ARC LENGTH OF 837.11', A CHORD LENGTH OF 824.57', A TANGENT LENGTH OF 431.63', AND A CHORD BEARING OF N72°34'33"W TO A POINT; THENCE S17°56'24"W, A DISTANCE OF 47.81' TO A POINT; THENCE N84°04'38"W, A DISTANCE OF 235.85' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°43'27", A RADIUS OF 2,373.06', AN ARC LENGTH OF 278.50', A CHORD LENGTH OF 278.34', A TANGENT LENGTH OF 139.41', AND A CHORD BEARING OF N87°24'24"W TO A POINT; THENCE N89°38'13"W, A DISTANCE OF 657.00' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°01'14", A RADIUS OF 22,973.80', AN ARC LENGTH OF 8.27', A CHORD LENGTH OF 8.27', A TANGENT LENGTH OF 4.13', AND A CHORD BEARING OF N89°37'36"W, TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 54°32'05", A RADIUS OF 527.46', AN ARC LENGTH OF 502.05', A CHORD LENGTH OF 483.31', A TANGENT LENGTH OF 271.86', AND A CHORD BEARING OF S62°43'43"W TO A POINT; THENCE S89°59'46"W, A DISTANCE OF 156.52' TO A POINT OF INTERSECTION WITH A EAST LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY; THENCE CONTINUING S89°59'46"W, A DISTANCE OF 1,662.80' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 42°01'29", A RADIUS OF 439.70', AN ARC LENGTH OF 322.50', A CHORD LENGTH OF 315.32', A TANGENT LENGTH OF 168.89', AND A CHORD BEARING OF S61°44'53"W TO A POINT; THENCE N43°04'27"W, A DISTANCE OF 731.06' TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 16°54'27", A RADIUS OF 426.55', AN ARC LENGTH OF 125.87', A CHORD LENGTH OF 125.42', A TANGENT LENGTH OF 63.40', AND A CHORD BEARING OF N38°21'26"W TO A POINT OF COMPOUND CURVATURE OF A CURVE IN A CLOCKWISE, HAVING A CENTRAL ANGLE OF 14°13'35", A RADIUS OF 632.96', AN ARC LENGTH OF 157.16', A CHORD LENGTH OF 156.76', A TANGENT LENGTH OF 78.99', AND A CHORD BEARING OF N22°47'25"W TO A POINT OF COMPOUND CURVATURE OF A CURVE IN A CLOCKWISE, HAVING A CENTRAL ANGLE OF 11°09'18", A RADIUS OF 376.77', AN ARC LENGTH OF 73.36', A CHORD LENGTH OF 73.24', A TANGENT LENGTH OF 36.79', AND A CHORD BEARING OF N10°05'58"W TO A POINT; THENCE N04°57'20"W, A DISTANCE OF 28.11' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 6 EAST, SAID POINT BEING ON THE SOUTH LINE OF LOT 23 I.T.; THENCE N89°50'05"W, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 23 I.T., A DISTANCE OF 110.75' TO THE SOUTHWEST CORNER OF SAID LOT 32 I.T., SAID POINT BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 6 EAST, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 33 I.T.; THENCE N89°49'20"W, ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 33 I.T., AND THE SOUTH LINE OF LOT 32 I.T., A DISTANCE OF 1,310.44' TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE

SOUTHWEST CORNER OF SAID LOT 32 I.T.; THENCE N00°30'06"E, ON THE WEST LINE OF SAID LOT 32 I.T., THE WEST LINE OF LOTS 31 I.T. AND LOT 5 I.T., AND A NORTHERLY EXTENSION OF SAID LINE, SAID LINE BEING THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2,367.71' TO THE NORTHWEST CORNER OF LOT 7 I.T.; THENCE S69°59'12"E, ON A NORTH LINE OF SAID LOT 7 I.T., A DISTANCE OF 703.88' TO THE SOUTHWEST CORNER OF LOT 40 I.T.; THENCE N00°08'02"E, ON A WEST LINE OF SAID LOT 40 I.T., A DISTANCE OF 134.77' TO A WEST CORNER OF SAID LOT 40 I.T.; THENCE S289°51'58"E, ON A NORTH LINE OF SAID LOT 40 I.T., A DISTANCE OF 158.00' TO A WEST CORNER OF SAID LOT 40 I.T.; THENCE N00°08'02"E, ON A WEST LINE OF SAID LOT 40 I.T., A DISTANCE OF 125.00' TO A WEST CORNER OF SAID LOT 40 I.T.; THENCE N89°51'58"W, ON A SOUTH LINE OF SAID LOT 40 I.T., A DISTANCE OF 158.00' TO A WEST CORNER OF SAID LOT 40 I.T.; THENCE N00°08'02"E, ON A WEST LINE OF SAID LOT 40 I.T., A DISTANCE OF 258.00' TO THE NORTHWEST CORNER OF SAID LOT 40 I.T., SAID POINT BEING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31-TOWNSHIP 11 NORTH, RANGE 6 EAST; THENCE S89°51'58"E, ON THE NORTH LINE OF SAID LOT 40 I.T., SAID LINE BEING THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 286.10' TO A NORTH CORNER OF SAID LOT 40 I.T.; THENCE S54°51'13"E, ON THE NORTHEAST LINE OF SAID LOT 40 I.T., A DISTANCE OF 453.48' TO A NORTHEAST CORNER OF SAID LOT 40 I.T., SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE N00°42'54"E, ON THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 260.20' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 20,815,888.12 SQUARE FEET OR 477.87 ACRES, MORE OR LESS.

Wednesday, October 09, 2013

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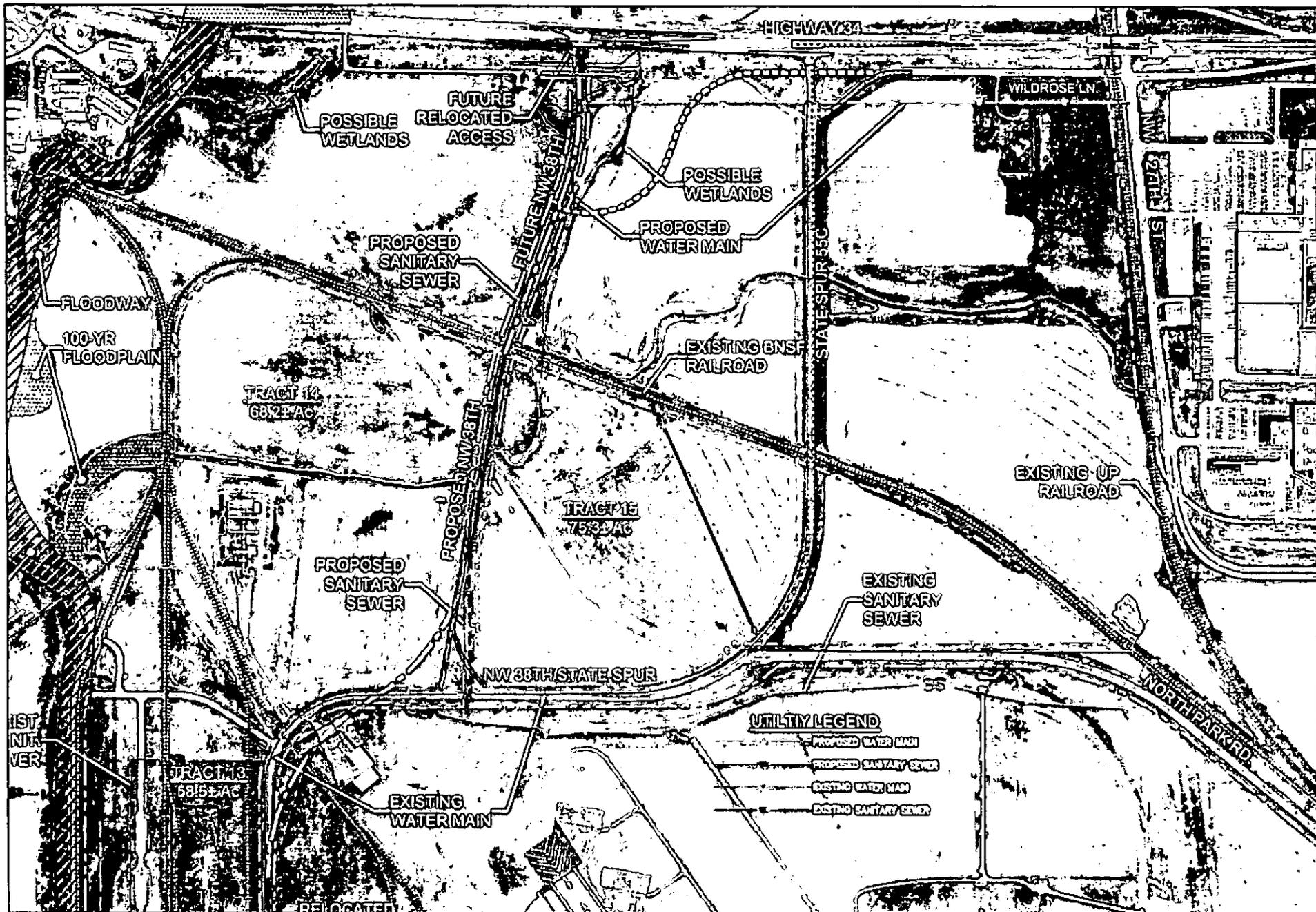


EXHIBIT "C"

PROJECT NO:	010-0795
DRAWN BY:	TCP
DATE:	03/08/12

**TRACT 14/15 - UTILITIES**  
NOT TO SCALE

<p><b>OLSSON</b> ASSOCIATES</p>	1111 Lincoln Mall, Suite 111	<p>NORTH</p>
	P.O. Box 84608	
	Lincoln, NE 68501-4608	
	TEL: 402.474.8311 FAX: 402.474.5160	

**CONSENT AGREEMENT**

THIS CONSENT AGREEMENT is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, (the "City"), and the Airport Authority of the City of Lincoln, Nebraska, a body politic and corporate, (the "Airport Authority"), on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**RECITALS**

I.

In accordance with Article 5, Chapter 3 of the statutes of the state of Nebraska, the City Council of the City of Lincoln, Nebraska, by appropriate action in 1959, created the Airport Authority and transferred to the Airport Authority the right to use, occupy, and manage certain real estate owned by or acquired in the name of the City, including the land described herein; and

II.

The Airport Authority, in cooperation with the City and the Lincoln Chamber Economic Development Corporation ("LCEDC"), is in the process of developing a tract of ground (the "Premises") consisting of approximately 469.36 acres located generally south of Highway 34, west of North 27th Street, north of Airport Road and North Park Road, and east of Oak Creek near Lincoln, Nebraska, as more particularly described in Exhibit A attached hereto, for lease to industrial users; and

III.

In order to properly develop the site and market the same, the Airport Authority, through the City's executive order construction process, has constructed a \_\_\_-inch water main over a portion of the Premises so as to make municipal water service available to the Premises; and

#### IV.

The Airport Authority has requested the City to assume ownership of the water main and in order to assume such ownership, the City will need permission to enter upon that portion of the Premises as shown and described on Exhibit B attached hereto and incorporated herein by this reference (hereinafter "Occupied Area") to inspect, maintain, operate, replace, and/or reconstruct the water main.

NOW, THEREFORE, the Airport Authority and the City agree as follows:

1. The City agrees to and does hereby accept ownership of the water main located in the Occupied Area.

2. The Airport Authority consents to and does hereby grant the City permission to enter and use the Occupied Area to inspect, maintain, operate, replace, and/or reconstruct the water main under, on and/or across that portion of the Premises as described in Exhibit B on the following terms and conditions:

A. The City shall have the right of reasonable ingress and egress to and from the Occupied Area from public road right-of-ways and from adjacent Airport Authority property for its employees, contractors, vehicles and equipment. In addition, with prior written consent from the Airport Authority which consent shall not be unreasonably withheld, the City shall have the ability to remove, control, impede the growth of, trim, and clear away any trees, weeds, rocks, shrubs, roots, limbs, or other surface materials which now or at any future time are located on, overhang or extend into the Occupied Area and which interfere with or jeopardize the water main to be owned by the City under terms of this Consent Agreement.

B. The Airport Authority is granting the City permission to occupy the Occupied Area for the uses herein specified without divesting the Airport Authority of title and ownership of the rights to use and enjoy the Premises for any purpose except the construction of

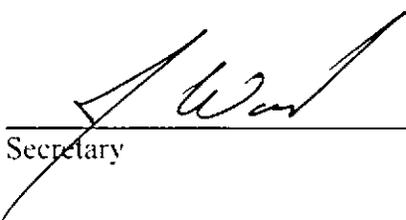
buildings or other structures within fifteen feet (15') feet of the centerline of the water main or use of the Occupied Area in any way which would, in the reasonable judgment of the City endanger or be a hazard to or interfere with the rights of the City to use the same for the purposes herein expressed in accordance with the terms hereof.

C. As soon as possible following completion of any maintenance, repair, replacement and/or relocation or reconstruction of the water main by the City, the City will cause to be removed from the Occupied Area all debris and construction equipment and the City will restore the Occupied Area to its pre-existing state.

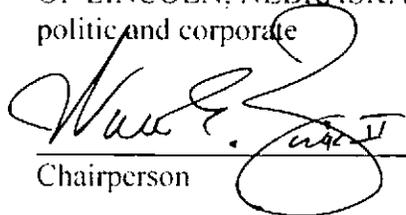
D. The City does hereby warrant, covenant and agree that by reason of the maintenance, repair, replacement and/or reconstruction of said water main, no charge for substantive costs will be assessed against the Airport Authority.

E. The City agrees that all operations conducted pursuant to this Consent Agreement shall be conducted in such a manner that will not interfere with, impair, or otherwise affect utility services for the Airport Authority and its tenants, airport operations, security and safety, FFA regulations and the rules and regulations of authority.

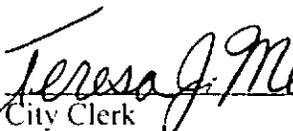
ATTEST:

  
Secretary

AIRPORT AUTHORITY OF THE CITY  
OF LINCOLN, NEBRASKA, a body  
politic and corporate

By:   
Chairperson

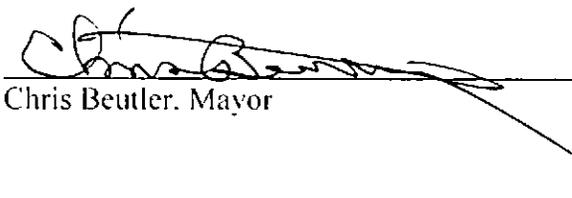
ATTEST:

  
City Clerk



The seal of the City of Lincoln, Nebraska, is circular. It features a central profile of Abraham Lincoln facing right. The text around the seal reads: 'CITY OF LINCOLN' at the top, 'FOUNDED JULY 29, 1857' on the left, 'INCORPORATED APRIL 1, 1869' on the right, and 'LANCASTER COUNTY, NEBRASKA' at the bottom. A small 'SEAL' is written below the profile.

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

By:   
Chris Beutler, Mayor