

**CONDITIONAL ANNEXATION AND ZONING AGREEMENT  
FOR  
NORTH 27<sup>TH</sup>-33<sup>RD</sup> EMPLOYMENT CENTER**

THIS CONDITIONAL ANNEXATION AND ZONING AGREEMENT FOR NORTH 27<sup>TH</sup> - 33<sup>RD</sup> EMPLOYMENT CENTER ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Ridge Development Company**, a Nebraska corporation ("Ridge") and **Home Realty, Inc.**, a Nebraska corporation ("Home"). Ridge is the owner of an irrevocable agreement to purchase of Lots 49, 50 and 51, Irregular Tracts located in the Northwest Quarter of Section 6, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, hereinafter referred to as "Ridge Tract", which Ridge has agreed to close by May 29, 1997. Home is the owner of Lot 16, Irregular Tract located in Section 31, Township 11 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, hereinafter referred to as "Home Tract".

I.  
**RECITALS**

1. The Planning Director has recommended amending the Lincoln City-Lancaster County Comprehensive Plan to adopt a revised Figure 65 entitled *Anticipated 2015 Lincoln Service Limit and Phasing Plan*, as shown on Attachment "A", which is attached hereto and incorporated herein by this reference. The revised Figure 65 designates as a "Blue Area" (Phase I -- ready for immediate development) certain properties generally located east of North 27th Street and north of North Hill Road.

2. Ridge has requested that the City annex the property which is described as the Ridge Tract legally described on Attachment "B", attached hereto and incorporated herein by this reference, and shown on the Site Plan on Attachment "C", attached hereto and incorporated herein by this reference.

3. Ridge has requested that the City adopt an amendment to the zoning district map changing the zone of the Ridge Tract to I-1 Industrial District with associated covenants and B-2 Planned Neighborhood Business District as legally described on Attachment "D", which is attached hereto and incorporated herein by this reference and as shown on the Site Plan, Attachment "C". At this time, Home has not requested a rezoning of the Home Tract.

4. The City is willing to amend the Lincoln City-Lancaster County Comprehensive Plan, as amended to designate the property shown on Attachment "A" as "Blue Area" (Phase I) on Figure 65 of the Plan. The City is also willing to annex the Ridge Tract as shown on Attachment "C" and rezone the Ridge Tract as shown on Attachment "C", provided that the necessary municipal infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area of the proposed annexation and the uses under the proposed zoning.

5. The annexation described in this Agreement is anticipated to be the first phase of a larger annexation which may include all the real estate shown on Attachment "E", which is attached hereto and incorporated herein by this reference. In order to construct all of 33<sup>rd</sup> Street/Fletcher Street and related water line via special assessment district, the remaining real estate shown on Attachment "E" needs to be annexed.

6. The City and Ridge recognize that the City does not currently have sufficient funds to devote to these areas to provide for the construction of all necessary infrastructure improvements. The City and Ridge also recognize that, in order to support a current Comprehensive Plan amendment, annexation of the Ridge Tract and rezoning of a portion of the Ridge Tract, it is necessary that Ridge assume certain cost responsibilities for various portions of the necessary municipal infrastructure improvements. The City, Ridge and Home are entering into this Agreement for the purpose of providing for the construction of the infrastructure improvements necessary for the area of the proposed annexation and rezoning and for the allocation of cost responsibilities for such infrastructure between the City, Ridge and Home.

NOW, THEREFORE, in consideration of the mutual covenants established herein, the parties to this Agreement do hereby agree as follows:

**II.  
COMPREHENSIVE PLAN AMENDMENT,  
ANNEXATION, ZONING TEXT AMENDMENT AND REZONING**

A. Concurrent Approval. The City, concurrently with the approval of this Agreement, is:

1. Amending the Lincoln City-Lancaster County Comprehensive Plan, as amended, to designate the Ridge Tract as "Blue Area" (Phase I) on Figure 65 of the Plan entitled the *Anticipated 2015 Lincoln Service Limit and Phasing Plan* as shown on Attachment "A";
2. Annexing the Ridge Tract legally described in Attachment "B" and shown on Attachment "C";

3. Approving changes to the Lincoln zoning district maps as legally described in Attachment "D" and shown on Attachment "C"; and
4. The approval of this Agreement is contingent upon the City's concurrent approval of the above three items.

**B. Conditional Approval.** Said annexation and zoning approvals are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) change the municipal corporate boundaries; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

### III. NECESSARY MUNICIPAL IMPROVEMENTS FOR THE PROPERTY

**A. Costs Defined.** For purposes of this Agreement, the words and phrases, "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, testing expenses, publication costs, financing costs, and related miscellaneous costs.

**B. Streets.** The City and Ridge covenant and agree that the following Street improvements will be needed:

1. 33<sup>rd</sup> Street/Fletcher Street. The City will initially extend 33<sup>rd</sup> Street/Fletcher Street from Superior Street to North 27th Street as a two lane street as generally shown on Attachment "E". Ridge, Home, and City acknowledge that additional lanes of traffic will be needed someday but, except for the conditions contained in the Preliminary Plat of the Home Tract, there are no agreements at this time regarding who is responsible for said additional lanes of traffic.

The City will cause the first two lanes of 33<sup>rd</sup> Street/Fletcher Street touching or abutting the Home Tract and Ridge Tract to be constructed as a City project in the western and southern portion of the 100 feet wide right-of-way as soon as reasonably possible after approval of a preliminary plat. The City will be responsible for design, bidding, construction oversight and traffic signage and traffic signalization (if warranted) for said project. The City shall propose to the City Council the creation of a paving district or districts to accomplish the grading, paving and installation of curb and gutter, curb inlets and storm drain laterals for the two lanes and necessary turn lanes of the urban standard paving described above. Upon creation of such paving district, Ridge and Home will provide petitions sufficient to order construction of the paving district. Home and Ridge shall not object to the City's levying of assessments against the properties which are included within the district and shall pay all assessments so levied as they become due and payable. In the event

that any assessments levied against benefited properties for such paving district, if created, are challenged and are for any reason declared to be void, illegal, in excess of benefits, or otherwise unenforceable, then Ridge and Home agree to pay to the City, in full, an amount equal to the amount of the assessment so declared to be void, illegal, in excess of benefits, or otherwise unenforceable. Ridge and Home agree to deed their respective halves of the necessary right-of-way described above to the City.

2. Folkways Boulevard/ North Hill Road. Ridge will submit a preliminary and final plat creating Folkways Boulevard/North Hill Road from North 27th Street to the newly created 33<sup>rd</sup> Street/Fletcher Street. Folkways Boulevard /North Hill Road will be constructed in accordance with the City platting process.
3. North/Collector Road. Ridge and the City believe it is desirable at a minimum to construct a north/south connector between the east/west extensions of Folkways Boulevard and Enterprise Drive (“North/South Road”). Ridge agrees to seek final approval of a preliminary plat and final plat on a portion of the Ridge Tract to create said North/South Road as a private street or possibly dedicate said North/South Road as a public street

C. Water Mains. The City, Ridge and Home covenant and agree that the following water mains will be needed:

1. Water Line in 33<sup>rd</sup> Street/Fletcher Street. A 16-inch ductile iron pipe water main in the 33<sup>rd</sup> Street/Fletcher Street right-of way described above

will be constructed by the City. The City shall propose to the City Council the creation of a district or districts to construct said water main. Ridge and Home agree to provide a written request for the establishment of said water district. Ridge and Home shall not object to the City's levying of assessments against the properties which are included within the district(s) for the cost of constructing a typical 6-inch water line abutting a residential area, and a typical 8-inch water line abutting a commercial area, and an industrial area, and shall pay all assessments so levied as they become due and payable. The City shall be responsible for all costs associated with the water line of any additional diameter due to the fact that the City constructs a 16-inch water line. In the event that the City Council refuses to create such special assessment district or in the event such district is not ordered constructed in a timely manner, Ridge and Home shall, at their expense, construct or cause to be constructed such water line under the authority of an executive order issued by the Mayor of the City of Lincoln utilizing a competitive bidding process and the City will reimburse Ridge and Home for the cost associated with oversizing the water line. Furthermore, in the event that any assessments levied against benefited properties for such water district(s), if created, are challenged and are for any reason declared to be void, illegal, in excess of benefits, or otherwise unenforceable, then Ridge and Home agree to pay to the City, in full, an amount equal to the amount of the assessment so declared to be

void, illegal, in excess of benefits, or otherwise unenforceable. The proposed construction schedule will generally precede the construction of 33<sup>rd</sup> Street/Fletcher Street.

**D. Trails and Parks.** Home has conveyed over thirty acres to the City for park purposes as part of the Northridge preliminary plat. Ridge agrees to convey a twenty feet wide nonexclusive easement for a public hiker/biker trail generally along the drainage area as shown on Attachment "E" ("Trail"). The location of the Trail is recognized to be very general and may be adjusted through mutual agreement between the City and Ridge. The conveyance shall be made at no cost to the City and shall be free and clear of all liens, taxes and assessments, and free of any encumbrances, which would, in the opinion of the Director of the Parks and Recreation Department, adversely affect the use of the property for trail purposes and subject to tenants in possession whose tenancy is one year or less in duration. Ridge and City acknowledge that the paving and improvement of the Trail will be needed someday but that there is no agreement at this time regarding who is responsible for the costs of paving and improvements to the Trail. The City reserves its right to request Ridge to pay for all or a portion of paving and improvements to the Trail as part of any future preliminary plat, use permit or special permit application and Ridge reserves its right to protest paying for any paving or improvements to the Trail as part of any future preliminary plat, use permit or special permit application.

#### IV. CONSTRUCTION STANDARDS

All construction of required municipal infrastructure improvements shall be completed in accordance with the City of Lincoln's standard specifications for municipal construction which

are on file in the Office of the City Engineer and shall be subject to inspection and approval by the City Engineer.

**V.  
FUTURE COST RESPONSIBILITIES**

Except as stated herein, it is understood and agreed between the parties that the provision of the above described municipal infrastructure improvements and the allocation of cost responsibilities therefore in no way limit the right of the City to request future traffic studies or impose reasonable conditions or to require reasonable additional dedications, contributions, or construction in conjunction with the approval of future zoning requests, plats and dedications, use permits, special permits, planned unit developments, or community unit plans incorporating therein the Ridge Tract or any portion thereof which has been subject to annexation or rezoning in conjunction with this Agreement. Such future dedications, contributions and construction may include, but shall not be limited to, local sewers, water mains, paving, trails, detention ponds, storm sewers, or transportation improvements relating to commercial development, including necessary street widening, traffic signals and added turn lanes necessitated, in the opinion of the City, by major commercial development in the area.

**VI.  
DEFAULT**

The parties agree that the rezoning of the Ridge Tract promotes the public health, safety and welfare so long as Ridge fulfills all of the conditions and responsibilities set forth in this Agreement. In the event that Ridge defaults in fulfilling any of the covenants or responsibilities as set forth in this Agreement, the City may, in the exercise of its legislative authority, rezone

said property to the previous zoning designations or such other zoning designations as the City may deem appropriate under the then existing circumstances. The City shall not have any responsibility to enforce any clause in this Agreement that does not involve the City.

**VII.  
NOTICES**

Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or at such future addresses as may be designated in writing:

City of Lincoln, Nebraska  
ATTN: Public Works Director  
555 South 10th Street  
Lincoln, Nebraska 68508

with a copy to: City Clerk  
555 South 10th Street  
Lincoln, Nebraska 68508

Ridge and Home: Seacrest & Kalkowski, P.C.  
ATTN: Kent Seacrest  
1111 Lincoln Mall, Suite 330  
Lincoln, NE 68508

**VIII.  
BINDING EFFECT**

This Agreement shall run with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the respective parties.

**IX.  
AMENDMENTS**

This Agreement may only be amended or modified in writing, signed by the parties hereto.

**X.  
FURTHER ASSURANCES**

The parties agree to use their best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein, the parties shall cooperate in good faith with the others and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and to carry out the intents and purposes of this Agreement.

**XI.  
EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**XII.  
GOVERNING LAW**

All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

**XIII.  
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.

**XIV.  
TERMINATION**

This Agreement shall terminate upon completion of the following items:

- A. The street described in Section III, Paragraphs B. 1;
- B. The water main described in Section III, Paragraphs C. 1; and
- C. The Trail is dedicated as described in Section III, Paragraph D.

**XV.**

The parties agree that no building permit will be issued in the portion of the Ridge Tract zoned I-1 until Ridge has become owner of the Ridge Tract and its deed to the Ridge Tract and the I-1 Covenants (Attachment "F") have been filed of record with the Lancaster County Register of Deeds.

**XVI.  
MEMORANDUM**

A summary memorandum of this Agreement may be filed against the Ridge Tract and Home Tract in the Office of the Register of Deeds of Lancaster County.

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

**City of Lincoln, Nebraska,**  
a municipal corporation

ATTEST: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mike Johanns, Mayor

**Ridge Development Company,** a Nebraska  
corporation

By: Thomas E. White  
Thomas E. White,  
President of Development

By: John C. Brager  
John C. Brager,  
President of Construction

**Home Realty, Inc.,** a Nebraska  
corporation

By: Gerald L. Schleich  
Gerald L. Schleich

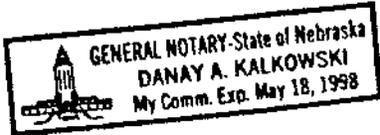
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1997 by Mike Johanns, Mayor of the **City of Lincoln, Nebraska**, on behalf of the City of Lincoln, Nebraska.

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

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

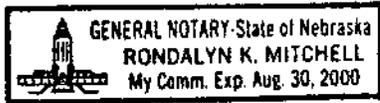
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 1997 by Thomas E. White, President of Development of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

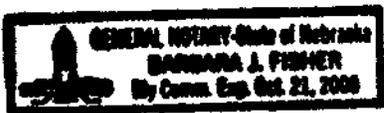
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 1997 by John C. Brager, President of Construction of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



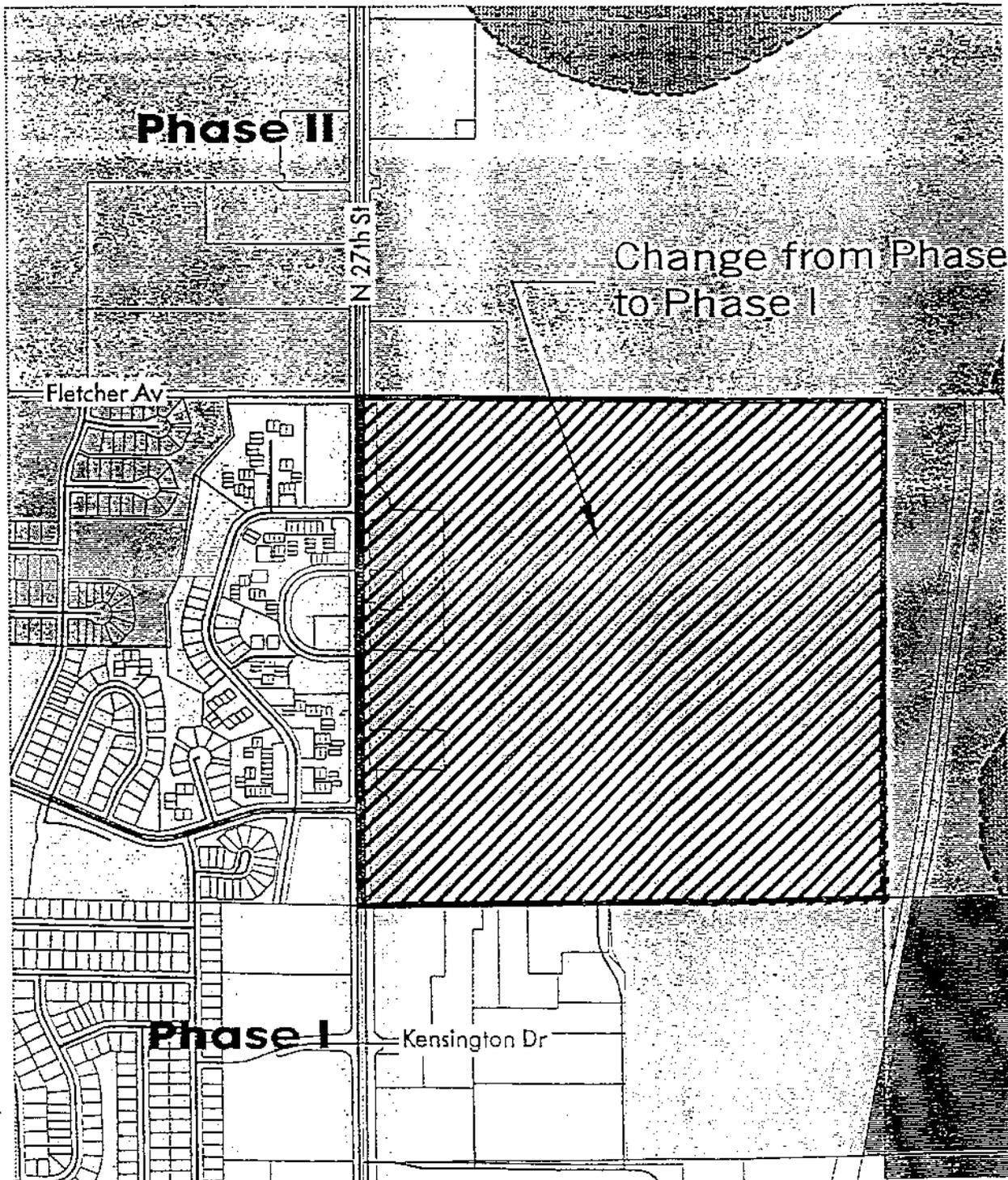
Rondalyn K. Mitchell  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

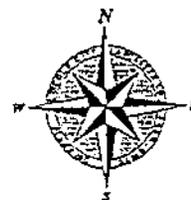
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 1997 by Gerald L. Schleich, President of **Home Realty, Inc.**, a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher  
Notary Public



**Comprehensive Plan Amendment 9413**  
**Amendment to Figure 65, "Anticipated 2015**  
**Lincoln Service Limit and Phasing Plan"**



ATTACHMENT "A"

Scale: 1 inch = 800 feet

## LEGAL DESCRIPTION FOR ANNEXATION

PARCEL NO 1.

REVISED AUGUST 28TH 1996

A LEGAL DESCRIPTION FOR ANNEXATION PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 51 I.T., ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 55 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 47 I.T., A DISTANCE OF 150.02 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG A LINE 150.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 698.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 48 I.T., THENCE NORTH 88 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 48 I.T., A DISTANCE OF 267.40 FEET TO THE SOUTHEAST CORNER OF LOT 48 I.T., THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF LOT 48 I.T., A DISTANCE OF 208.70 FEET TO THE NORTHEAST CORNER OF LOT 48 I.T., THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE NORTH LINE OF LOT 48 I.T., A DISTANCE OF 267.40 FEET TO A POINT 150.00 FEET EAST OF THE WEST LINE OF SAID SECTION 6, THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG A LINE 150.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 417.30 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 50 I.T., THENCE NORTH 88 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 50 I.T., A DISTANCE OF 267.50 FEET TO THE SOUTHEAST CORNER OF LOT 50 I.T., THENCE NORTH 01 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF LOT 50 I.T., A DISTANCE OF 730.63 FEET TO THE NORTHEAST CORNER OF LOT 50 I.T., THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE NORTH LINE OF LOT 50 I.T., A DISTANCE OF 267.50 FEET TO A POINT 150.00 FEET EAST OF THE WEST LINE OF SAID SECTION 6, THENCE NORTH 01 DEGREES 09 MINUTES 33 SECONDS WEST ALONG A LINE 150.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 586.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 51 I.T.,

SAID LINE BEING THE NORTH LINE OF SAID SECTION 6, THENCE NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2501.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 1 DEGREES 11 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2587.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 87 DEGREES 55 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 51 I.T., AND THE SOUTH LINE OF SAID LOT 47 I.T., SAID LINE BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2503.48 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 6,290,873.74 SQUARE FEET OR 144.42 ACRES MORE OR LESS.

AUGUST 28, 1996  
G:\950437\MIKE\REVTRI.DOC



LEGAL DESCRIPTION FOR CHANGE OF ZONE  
PARCEL "B", B-2 ZONE

A LEGAL DESCRIPTION FOR CHANGE OF ZONE PURPOSES FOR A TRACT OF LAND COMPOSED OF LOT 49 I.T., A PORTION OF LOT 50 I.T., AND A PORTION OF LOT 51 I.T., ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 55 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 50.01 FEET TO THE SOUTHWEST CORNER OF LOT 47 I.T., THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 47 I.T., SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 16.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 425.38 FEET TO A POINT OF DEFLECTION, THENCE NORTH 43 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 51 I.T., A DISTANCE OF 21.21 FEET TO A POINT OF DEFLECTION, THENCE NORTH 88 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., A DISTANCE OF 35.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 100.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 17.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 87 DEGREES 33 MINUTES 07 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 51 I.T., A DISTANCE OF 42.93 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 140.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 62.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 51 DEGREES 30 MINUTES 17 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 51 I.T., A DISTANCE OF 75.33 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 82.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 94.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 51 I.T., THENCE NORTH 88 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., A DISTANCE OF 335.40 FEET TO THE SOUTHEAST CORNER OF LOT 48 I.T., THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., A DISTANCE OF 208.70 FEET TO THE NORTHEAST CORNER OF LOT 48 I.T., THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 51 I.T., A DISTANCE OF 367.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51 I.T., THENCE NORTH 1 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., THE WEST LINE OF SAID LOT 50 I.T., AND THE WEST LINE OF SAID LOT 49 I.T., A DISTANCE OF 1086.15 FEET TO A POINT OF DEFLECTION, THENCE NORTH 43 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 50 I.T., A DISTANCE OF 15.54 FEET TO A POINT, THENCE NORTH 88 DEGREES 50 MINUTES 27 SECONDS EAST, A DISTANCE OF 437.69 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 35 DEGREES 03 MINUTES 35 SECONDS, AN ARC DISTANCE OF 222.73 FEET, A RADIUS OF 354.00 FEET, AND A CHORD OF SOUTH 73 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 219.27 FEET TO A POINT OF TANGENCY, THENCE SOUTH 56 DEGREES 05 MINUTES 58 SECONDS EAST, A DISTANCE OF 453.51 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 04 DEGREES 15 MINUTES 44 SECONDS, AN ARC DISTANCE OF 32.43 FEET, A RADIUS OF 435.00 FEET, AND A CHORD OF SOUTH 58 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 32.43 FEET TO A POINT, THENCE SOUTH 24 DEGREES 54 MINUTES 07 SECONDS WEST, A DISTANCE OF 62.63 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 289.29 FEET, A RADIUS OF 635.00 FEET, AND A CHORD OF SOUTH 11 DEGREES 52 MINUTES 17 SECONDS WEST, A DISTANCE OF 256.80 FEET TO A POINT OF TANGENCY, THENCE SOUTH 1 DEGREES 09 MINUTES 33 SECONDS EAST, A DISTANCE OF 453.85 FEET TO A POINT, THENCE NORTH 88 DEGREES 50 MINUTES 27 SECONDS EAST, A DISTANCE OF 158.27 FEET TO A POINT, THENCE SOUTH 55 DEGREES 00 MINUTES 23 SECONDS EAST, A DISTANCE OF 793.52 FEET TO A POINT, THENCE NORTH 87 DEGREES 55 MINUTES 14 SECONDS EAST, A DISTANCE OF 830.29 FEET TO A POINT ON THE EAST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 1 DEGREES 11 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 385.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 87 DEGREES 55 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1307.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF LOT 47 I.T., THENCE NORTH 2 DEGREES 04 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., A DISTANCE OF 16.50 FEET TO THE NORTHEAST CORNER OF LOT 47 I.T., THENCE SOUTH 87 DEGREES 55 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 51 I.T., A DISTANCE OF 1295.73 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 60.36 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR CHANGE OF ZONE  
PARCEL "A", 1-1 ZONE

A LEGAL DESCRIPTION FOR CHANGE OF ZONE PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 50 I.T., AND A PORTION OF LOT 51 I.T., ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 23.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2568.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 1 DEGREE 11 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2201.45 FEET TO A POINT, THENCE SOUTH 87 DEGREES 55 MINUTES 14 SECONDS WEST, A DISTANCE OF 830.29 FEET TO A POINT, THENCE NORTH 58 DEGREES 00 MINUTES 23 SECONDS WEST, A DISTANCE OF 795.52 FEET TO A POINT, THENCE SOUTH 28 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 158.27 FEET TO A POINT, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST, A DISTANCE OF 453.85 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 289.29 FEET, A RADIUS OF 636.00 FEET, AND A CHORD OF NORTH 11 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 285.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 24 DEGREES 54 MINUTES 07 SECONDS EAST, A DISTANCE OF 62.93 FEET TO A POINT, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 04 DEGREES 15 MINUTES 44 SECONDS, AN ARC DISTANCE OF 32.43 FEET, A RADIUS OF 436.00 FEET, AND A CHORD OF NORTH 53 DEGREES 13 MINUTES 50 SECONDS WEST, A DISTANCE OF 32.43 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 05 MINUTES 58 SECONDS WEST, A DISTANCE OF 453.51 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 35 DEGREES 03 MINUTES 35 SECONDS, AN ARC DISTANCE OF 222.73 FEET, A RADIUS OF 364.00 FEET, AND A CHORD OF NORTH 73 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 219.27 FEET TO A POINT OF TANGENCY, THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 437.65 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 50 I.T., THENCE NORTH 43 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 50 I.T., A DISTANCE OF 5.67 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51 I.T., THENCE NORTH 83 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 50 I.T., A DISTANCE OF 35.00 FEET TO A POINT, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 50 I.T., SAID LINE BEING 100.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 10.78 FEET TO A POINT OF DEFLECTION, THENCE NORTH 50 DEGREES 10 MINUTES 52 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 50 I.T., A DISTANCE OF 57.63 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 145.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 60.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 36 DEGREES 15 MINUTES 13 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 51 I.T., A DISTANCE OF 107.84 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 83.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 438.15 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 92.65 ACRES MORE OR LESS.



FOR COUNCIL PACKET PURPOSES:

SEE BILL NO. 97R-117 FOR A COMPLETE COPY OF  
ATTACHMENT 'F' TO THIS AGREEMENT --

THE I-1 INDUSTRIAL DISTRICT  
PROTECTIVE COVENANTS

## I-1 INDUSTRIAL DISTRICT PROTECTIVE COVENANTS

These I-1 Industrial District Protective Covenants ("Protective Covenants") are made and entered into as of this \_\_\_ day of \_\_\_\_\_, 1997. by and between the City of Lincoln, Nebraska, a municipal corporation ("City") and Ridge Development Company, a Nebraska corporation ("Ridge").

1. **Definitions.** Unless defined elsewhere in these Protective Covenants, the following terms are defined below:

"**Accessory Uses**" are accessory buildings and uses customarily incident to the permitted uses.

"**Final Approval**" Approval by the City which has not been appealed from within the time periods provided by law for such appeals, or that any such appeal has been conclusively denied or discussed.

"**Owner**" shall mean Ridge and its designated successors or assigns.

"**Property**" shall mean those portions of Lots 49, 50 and 51, Irregular Tracts located in the Northwest Quarter of Section 6, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska that are zoned I-1 Industrial District as of the date written above, as more particularly defined on Exhibit "A", which is attached hereto and incorporated herein by this reference..

2. **Declaration.** Owner is the present titleholder of the Property. Owner does hereby declare that the Property shall be held, transferred, sold, conveyed, and owned subject to the covenants and restrictions set forth, which shall run with the Property.

3. **Prohibited Uses.** No portion of the Property shall be used for the following purposes:

- (i) The refining, distillation, or manufacture of:
  - A. Acids or alcohols;
  - B. Ammonia, bleach, or chlorine;
  - C. Asphalt, tar, or products made therewith, including roofing or waterproofing;
  - D. Cement, lime, gypsum, or plaster of paris;

- E. Disinfectants;
  - F. Dyestuffs;
  - G. Fertilizer;
  - H. Glue, sizing, or gelatin;
  - I. Oilcloth, linoleum, oiled rubber goods;
  - J. Paint, shellac, turpentine, or oils;
  - K. Rubber, gutta-percha, balata, creosote, or products treated therewith;
  - L. Shoe polish;
- (ii) The operation of:
- A. Bag cleaning works;
  - B. Blast furnaces, coke ovens, smelting or ore reduction works;
  - C. Boiler works;
  - D. Forge;
  - E. Rolling mill;
  - F. Yeast plant;
- (iii) Production, manufacture, processing, distribution, and storage, warehousing, or transportation of toxic, radioactive, flammable, or explosive materials, except that any of the above referenced materials may be stored or used in connection with a permitted use as allowed by any ordinances or regulations of the City of Lincoln as incidental to the permitted use;
- (iv) Tanning, curing, or storage of raw hides or skins; stockyards or slaughter of animals or fowl; rendering fat, distillation of bonds, coals or wood;
- (v) Dumping or reduction of garbage, offal, or dead animals;
- (vi) Scrap processing operation, salvage yard, or disassembly operation, unless such use is fully enclosed;
- (vii) The manufacture of acetylene, or the transfer of the gas from one container to another, or the storage of the gas in containers having a capacity greater than the equivalent of 1,000 cubic feet at standard temperature and pressure.

4. **Restriction on Permitted Uses.** Except as otherwise prohibited by these covenants, a building or lot on the Property may be used for any purposes set forth in the I-1 Industrial District, as may be amended from time to time, by the City; provided that, the following restrictions contained in this paragraph shall be enforceable until January 1, 2002, after which time period the following restrictions shall automatically expire:

A. No building for retail sale of goods shall be permitted to be constructed on the Property, except that, buildings for retail sale of goods shall be permitted when (i) twenty (20) percent of the goods are assembled, fabricated, manufactured or processed on the Property; (ii) twenty (20) percent of the retail sales are to user or users of the Property; or (iii) the total amount of square feet of buildings for retail sale of goods on the Property is twenty-five percent (25) or less of the total amount of square feet of constructed buildings for all other permitted uses hereunder on the Property.

B. No free standing office buildings for office use, data processing, telecommunications, insurance financial services, or other services shall be permitted to be constructed on the Property, except that free standing office buildings containing over fifty thousand (50,000) square feet shall be permitted. Notwithstanding any contrary provision herein, offices buildings containing fifty thousand (50,000) square feet or less shall be permitted if at least one half (1/2) of the building is used for administrative offices of any permitted uses hereunder.

C. No buildings for motels or hotels shall be permitted to be constructed on the Property, except that, buildings for motels and hotels shall be permitted when (i) ten (10) percent of the motel or hotel use are to user or users of the Property or (ii) the total amount of square feet of buildings for motels or hotels on the Property is ten (10) percent or less of the total amount of square feet of constructed buildings for all other permitted uses hereunder on the Property.

5. **North 27<sup>th</sup> Street Design Criteria.** Development of the Property abutting North 27<sup>th</sup> Street shall be subject to the following conditions:

A. A 50 foot front yard setback abutting North 27<sup>th</sup> Street; provided that the Owner reserves the right to request the City to grant front yard setback waivers for ground signs;

B. One pole sign will be permitted within 300 feet of North 27<sup>th</sup> Street.

C. No raw galvanized, or other raw metal sheeting shall be used for the exterior construction of any building within 300 feet of North 27<sup>th</sup> Street. No painted galvanized or other painted metal sheeting shall be used for the primary exterior construction side of a building within 300 feet of North 27<sup>th</sup> Street if such side fronts North 27<sup>th</sup> Street.

6. **Exterior Building Finish.** No galvanized or other raw material or metal sheeting shall be used for the exterior construction of any building. No painted galvanized or other painted metal sheeting shall be used for more than 70% of the exterior construction of a building on any front side of such building containing the buildings address if such front side of the building abuts a public street.

7. **Accessory Uses.** Accessory Uses involving the open storage of materials or other articles shall only be allowed in areas enclosed or otherwise adequately screened from public view with an enclosure or screen at least six feet in height.

8. **Setbacks.** The following required setbacks shall apply under these Protective Covenants: (i) required front yard - 50 feet; (ii) required side yard - 20 feet; and required rear yard - 20 feet. When a rear yard abuts a residential district the required yard shall be 50 feet and screened in conformance with the landscape design standards adopted by the City of Lincoln.

9. **Enforcement.** These Protective Covenants shall run with the land and Property and shall be binding upon and enforceable by the Owner and the City and all persons claiming under the Owner and the City. The enforcement of these Protective Covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision hereof.

10. **Severability.** The invalidation of any one of these Protective Covenants shall not effect the validity of the remaining provisions hereof.

11. **Amendments to the Protective Covenants.** The provisions contained in these Protective Covenants may not be amended without the written consent of the City of Lincoln in addition to the titleholders of lots comprising over 50% of the Property. Notwithstanding any contrary provision herein, the Owner reserves the right to establish and file of record additional restrictions on the Property without the City's approval

The parties understand and agree that, notwithstanding any contrary provision herein, the City Council, on its own motion or at the request of any party, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) change the municipal corporate boundaries; (iii) rezone or revise the zoning map or text designations applicable to all or any portion of the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant. The parties understand and agree that, notwithstanding any contrary provision herein, additional real estate that is adjacent or contiguous to the Property may be added to the definition of "Property" hereunder and be subject to these Protective Covenants by the acceptance of these Protective Covenants by the legal owner of record; provided that, said additional real estate is zoned I-1 Industrial District.

12. **Termination of the Protective Covenants.** These Protective Covenants shall continue and remain in full force and effect at all times as against the Owner of any lot comprising the Property, regardless of how he or she acquired title, until December 31, 2015, on which date these Protective Covenants shall terminate and end, and thereafter be of no further legal or equitable effect on such lots or any titleholder thereof; provided, however, that these Protective Covenants shall be automatically extended for a period of five years, and thereafter in successive five year periods, unless on or before the end of the original period or one of such extension periods the titleholders of the lots comprising over fifty percent (50%) of the Property shall by written instrument duly recorded declare a termination of the same.

Notwithstanding any contrary provision herein, the City Council, on its own motion or at the request of any party, may, in the exercise of its lawful legislative authority change the I-1 Industrial District zoning map designation to another zoning map designation on all or any portion of the Property as future circumstances may warrant and such change in zoning map designation shall without further notice or approval automatically terminate these Protective Covenants on that portion of the Property that received the City Council's Final Approval of another zoning map designation and these Protective Covenants shall continue in force and effect on any remaining portion of the Property that continues to have an I-1 Industrial District zoning map designation.

Dated as of the date written above.

**City of Lincoln, Nebraska,**  
a municipal corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mike Johanns, Mayor

Approved as to form and legality:

By: \_\_\_\_\_  
City Attorney

**Ridge Development Company, a**  
Nebraska corporation

By: Thomas E. White  
Thomas E. White,  
President of Development

By: John C. Brager  
John C. Brager,  
President of Construction

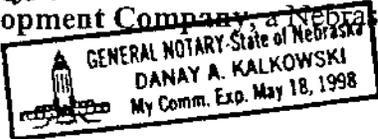
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1996 by Mike Johanns, Mayor of the City of Lincoln, Nebraska, on behalf of the City of Lincoln, Nebraska.

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

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

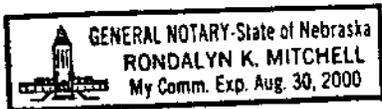
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 1996 by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 1996 by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



Rondalyn K. Mitchell  
Notary Public

LEGAL DESCRIPTION FOR CHANGE OF ZONE  
PARCEL "A", 1-1 ZONE

A LEGAL DESCRIPTION FOR CHANGE OF ZONE PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 50 I.T., AND A PORTION OF LOT 51 I.T., ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 23.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 09 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 51 I.T., SAID LINE BEING THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2568.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 51 I.T., SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 1 DEGREE 11 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 51 I.T., SAID LINE BEING THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2201.45 FEET TO A POINT, THENCE SOUTH 87 DEGREE 55 MINUTES 14 SECONDS WEST, A DISTANCE OF 830.29 FEET TO A POINT, THENCE NORTH 56 DEGREES 00 MINUTES 23 SECONDS WEST, A DISTANCE OF 795.52 FEET TO A POINT, THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 158.27 FEET TO A POINT, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST, A DISTANCE OF 453.85 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 289.29 FEET, A RADIUS OF 636.00 FEET, AND A CHORD OF NORTH 11 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 288.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 24 DEGREES 54 MINUTES 07 SECONDS EAST, A DISTANCE OF 62.53 FEET TO A POINT, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 04 DEGREES 15 MINUTES 44 SECONDS, AN ARC DISTANCE OF 32.43 FEET, A RADIUS OF 436.00 FEET, AND A CHORD OF NORTH 58 DEGREES 13 MINUTES 50 SECONDS WEST, A DISTANCE OF 32.43 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 05 MINUTES 58 SECONDS WEST, A DISTANCE OF 453.51 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 35 DEGREES 03 MINUTES 35 SECONDS, AN ARC DISTANCE OF 222.73 FEET, A RADIUS OF 364.00 FEET, AND A CHORD OF NORTH 73 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 219.27 FEET TO A POINT OF TANGENCY, THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 437.65 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 50 I.T., THENCE NORTH 43 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 50 I.T., A DISTANCE OF 5.67 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51 I.T., THENCE NORTH 83 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 50 I.T., A DISTANCE OF 35.00 FEET TO A POINT, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 50 I.T., SAID LINE BEING 100.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 10.78 FEET TO A POINT OF DEFLECTION, THENCE NORTH 50 DEGREES 10 MINUTES 52 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 50 I.T., A DISTANCE OF 57.63 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 145.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 60.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 36 DEGREES 15 MINUTES 13 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 51 I.T., A DISTANCE OF 107.84 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREE 09 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 51 I.T., SAID LINE BEING 83.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 438.15 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 92.65 ACRES MORE OR LESS.