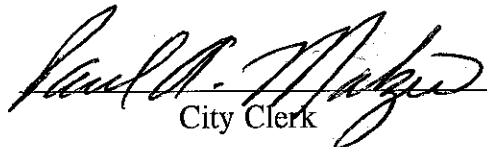


C E R T I F I C A T E

I, Paul A. Malzer, City Clerk of the City of Lincoln, Nebraska, do certify that the above & foregoing is a true & correct copy of Resolution A-78718 - Approving a Conditional Annexation & Zoning Agrmt. Between the City, Ridge Development Co., & Southview, Inc. relating to the annexing & rezoning of property generally located west of S. 14th St. & Pine Lake Rd. passed & approved by the City Council of the City of Lincoln, Nebraska, at its meeting held Monday, April 13, 1998, as the original appears of record in my office, & is now in my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially & affixed the seal of the City of Lincoln, Nebraska, this 15th day of April, 1998.


City Clerk

98R-94

Introduce: 3-9-98

RESOLUTION NO. A- 78718

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:
 2 That the Conditional Annexation and Zoning Agreement for South 14th
 3 Street Employment Center, which is attached hereto marked as Attachment "A"
 4 and made a part hereof by reference, between the City, Ridge Development
 5 Company, and Southview, Inc. outlining certain conditions and understandings
 6 relating to the annexation and rezoning of property generally located west of
 7 South 14th Street and Pine Lake Road, Lancaster County, Nebraska, is approved.
 8 The Mayor is authorized to execute the same on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return one
 10 fully executed copy of this Agreement to Kent Seacrest, Seacrest & Kalkowski,
 11 P.C., 1111 Lincoln Mall, Suite 350, Lincoln, Nebraska 68508-3905 for
 12 transmittal to Ridge Development Company and Southview, Inc.

13 BE IT FURTHER RESOLVED that the City Clerk shall file said Agreement or
 14 a summary memorandum thereof with the Register of Deeds of Lancaster County,
 15 Nebraska, filing fees to be paid in advance by Ridge Development Company and
 16 Southview, Inc.

Introduced by:

Curt Donaldson

AYES: Donaldson, Fortenberry,
 Johnson, Seng, Shoecraft, Wilson,
 Young;
 NAYS: None.

(See further Council Action on next page)

Approved as to Form and Legality:

[Signature]

 Assistant City Attorney

Staff Review Completed:

 Administrative Assistant

ADOPTED

APR 13 1998

By City Council

98R-94

3/16/98 Council Proceedings:

JOHNSON Moved to delay action on Bill 98R-94 for 2 weeks to 3/30/98.
Seconded by Young & carried by the following vote: AYES: Donaldson,
Fortenberry, Johnson, Seng, Shoecraft, Wilson, Young; NAYS: None.

3/23/98 Council Proceedings:

YOUNG Moved to remove Bill 98R-94 from Pending for Action on 3/30/98.
Seconded by Johnson & carried by the following vote: AYES: Donaldson,
Fortenberry, Johnson, Seng, Shoecraft, Wilson, Young; NAYS: None.

3/30/98 Council Proceedings:

FORTENBERRY Moved to delay Action on Bill 98R-94 for 2 weeks & to reopen the Pub.
Hearing for the 1:30 p.m. Meeting on 4/13/98.
Seconded by Johnson & carried by the following vote: AYES: Donaldson,
Fortenberry, Johnson, Wilson; NAYS: Seng, Shoecraft, Young.

4/6/98 Council Proceedings:

YOUNG Moved to remove from Pending for Public Hearing & Action on 4/13/98.
Seconded by Fortenberry & carried by the following vote: AYES: Donaldson,
Fortenberry, Shoecraft, Wilson, Young; NAYS: None; ABSENT: Johnson, Seng.

**CONDITIONAL ANNEXATION AND ZONING AGREEMENT
FOR
SOUTH 14TH STREET EMPLOYMENT CENTER**

THIS CONDITIONAL ANNEXATION AND ZONING AGREEMENT FOR SOUTH 14TH STREET EMPLOYMENT CENTER ("Agreement") is made and entered into as of this ____ day of _____, 1998, by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Ridge Development Company**, a Nebraska corporation ("Ridge") and **Southview, Inc.**, a Nebraska corporation ("Southview"). Ridge and Southview are hereinafter referred to as "Property Owners".

**I.
RECITALS**

1. The Property Owners have requested an amendment to Figure 65 of the Lincoln City-Lancaster County Comprehensive Plan entitled *Anticipated 2015 Lincoln Service Limit and Phasing Plan* to designate as a "Blue Area" (Phase I -- ready for immediate development) the property legally described and shown on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").
2. The Property Owners have requested that the City annex the Property.
3. The Property Owners have requested that the City adopt an amendment to the zoning district map changing the zone on the Property "from AG to I-3 Employment Center District.

4. The City is willing to amend the Lincoln City-Lancaster County Comprehensive Plan, as amended to designate the Property as "Blue Area" (Phase I) on Figure 65 of the Plan. The City is also willing to annex the Property and rezone the Property to I-3 Employment Center District, 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 City and Property Owners 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 Property Owners also recognize that, in order to support a current Comprehensive Plan amendment, annexation and rezoning of the Property, it is necessary that the Property Owners assume certain cost responsibilities for various portions of the necessary municipal infrastructure improvements. The City and Property Owners 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 and Property Owners.

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 Property as "Blue Area" (Phase I) on Figure 65 of the Plan entitled the *Anticipated 2015 Lincoln Service Limit and Phasing Plan* as shown on Exhibit "A";
2. Annexing the Property legally described and shown on Exhibit "A".
3. Approving a change to the Lincoln zoning district maps for the Property legally described and shown on Exhibit "A".

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. **Water Mains.**

1. **Water Main to be Constructed.** The following water main must be constructed in order to serve the Property:

A. A 24-inch diameter water main will be constructed by the Property Owners, at their cost, from the terminus of the City's existing 24-inch water main located at South 14th Street and Pine Lake Road south approximately 2400 feet in South 14th Street to the southern end of the Property.

2. **Cost Responsibility for the Water Main.** To defray the cost of the water main described above, the City shall contribute to the Property Owners the cost attributable to oversizing the water main with pipe, valves, fittings and all other accessories that are larger than 8-inch. The Property Owners shall convey to the City, at their cost and at no cost to the City, the temporary and permanent nonexclusive easements that are necessary for the construction and operation of the water main.

3. **Responsibility for Completion of Work.** The Property Owners shall construct or cause to be constructed the water main described above under the authority of an executive order issued by the Mayor of the City. The Property Owners agree to use their best

efforts to complete the above-described water main by no later than June 30, 2003. In the event the City determines a need for the water main described above prior to its construction by the Property Owners, the City may cause the water main described above to be constructed as a City project. If the water main described above is constructed as a City project, the Property Owners shall contribute to the City, as part of the project, that portion of the project cost that is equivalent to the cost of constructing the water main with 8-inch pipe, valves, fittings and all other accessories.

4. **Security.** At the time this Agreement is finally executed by all of the Property Owners and the Mayor of the City, the Property Owners shall provide the City a bond, escrow, or other security agreement, approved by the City Attorney, in the amount of Eighty-Four Thousand and no/100 Dollars (\$84,000) to insure the Property Owners' (i) construction of the water main described above; or (ii) contribution to the City for construction of the water main described above.

C. **Sewers.** The City and Property Owners acknowledge the Property can be sewerred from the City's existing trunk sewer that runs through the Property.

D. **Streets.**

1. **Use Permit and Traffic Study.** The Property Owners agree that the City's future planned improvements to South 14th Street may not be sufficient to handle the impact of full development of the Property under I-3 zoning and that a traffic impact study is necessary to determine whether additional off-site transportation improvements are needed. The Property Owners agree to complete and submit a traffic study to the City at the time the Property Owners apply for a use permit on all or any portion of the Property, except as provided in paragraph 2

below. The Property Owners further agree to construct or pay their fair share (ie. "rough proportionality") of the cost of construction of any additional off-site road improvements identified in the traffic study as being necessary to mitigate the projected adverse effects the proposed development of the Property will have on traffic on the public street system that serves and provides access to the Property.

2. School Property. The Property Owners have entered into a Purchase Agreement with Lincoln Public Schools ("LPS") for that portion of the Property described on Exhibit "B", which is attached hereto and incorporated herein by this reference (the "School Property"). As long as LPS is the owner of the School Property, the City agrees neither LPS or the Property Owners shall be required to apply for a use permit on or complete a traffic study for the School Property; provided that, in the event the School Property is ever sold or assigned to a party other than LPS, paragraph 1 above shall apply to the School Property.

3. Street Improvements. The City and Property Owners agree additional street improvements will be needed in South 14th Street to accommodate the construction of a school and related facilities on the School Property. LPS has forwarded the City an agreement that outlines LPS's responsibilities for street improvements in the event a school and related facilities are constructed on the School Property.

E. Trails and Parks. The City and Property Owners acknowledge that the Property Owners provided sufficient park and trail services to permit annexation of that portion of the Property shown on Exhibit "C", which is attached hereto and incorporated herein by this reference, under the Conditional Annexation and Zoning Agreement for South Ridge dated February 14, 1994. Park and trail needs for the remainder of the Property will be addressed by

the Property Owners in conjunction with the preliminary plat, use permit or special permit for such portion of the Property.

**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 Property 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 Property promotes the public health, safety and welfare so long as the Property Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event the Property Owners default 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 the Property to the previous zoning designations or such other zoning designations as the City may deem appropriate under the then existing circumstances.

**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 Southview:

Seacrest & Kalkowski, P.C.
ATTN: Kent Seacrest
1111 Lincoln Mall, Suite 330
Lincoln, Nebraska 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 AND RELEASE**

This Agreement shall terminate when all of the requirements identified in Section III, Paragraphs B, D, and E have been completed and paid for. At such time as this Agreement is terminated, the parties shall execute and record a written Acknowledgment of Termination and Release, which instrument shall provide and acknowledge that each of the parties has fulfilled and satisfied its obligations and agreements hereunder, and that the parties have no further rights, duties, agreements, obligations or liabilities hereunder. The parties acknowledge that in the event the only item remaining to be completed is a traffic study and use permit on the School Property if the School Property is ever sold or assigned to a party other than LPS, the parties will execute an Acknowledgment of Termination and Release for that portion of the Property excluding the School Property, and this Agreement will continue to be in full force and effect against the School Property.

XV.
MEMORANDUM

This Agreement or a summary memorandum thereof shall be recorded by the City with the Register of Deeds of Lancaster County, filing fees therefore to be paid in advance by the Property Owners.

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

Southview, Inc., a Nebraska corporation

By: Gerald L. Schleich
Gerald L. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

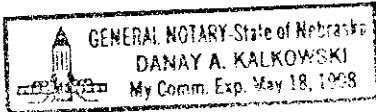
The foregoing instrument was acknowledged before me this ____ day of _____, 1998 by Mike Johanns, Mayor of the **City of Lincoln, Nebraska**, on behalf of the City of Lincoln, Nebraska.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10 day of March, 1998 by Thomas E. White, President of Development of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.

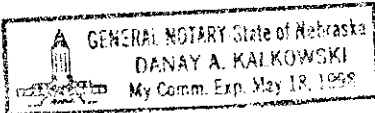
Danay A. Kalkowski
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

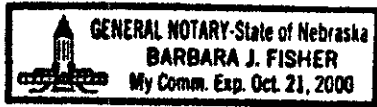
The foregoing instrument was acknowledged before me this 10 day of March, 1998 by John C. Brager, President of Construction of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.

Danay A. Kalkowski
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of March, 1998 by Gerald L. Schleich, President of **Southview, Inc.**, a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

G:\960446\MIKE\NB\DL0TS 10-10-97 11:53:43 on EST



EXHIBIT "A"

A PORTION OF
OUTLOT "A"
70,949.49 SF.±
1.63 AC. ±
**THIS PORTION
NOT INCLUDED**

A PORTION OF
OUTLOT "A"
681,376.84 SF.±
15.64 AC.±
**THIS PORTION
NOT INCLUDED**

A PORTION OF
OUTLOT "A"
4,599,274.70 SF.±
105.58 AC.±

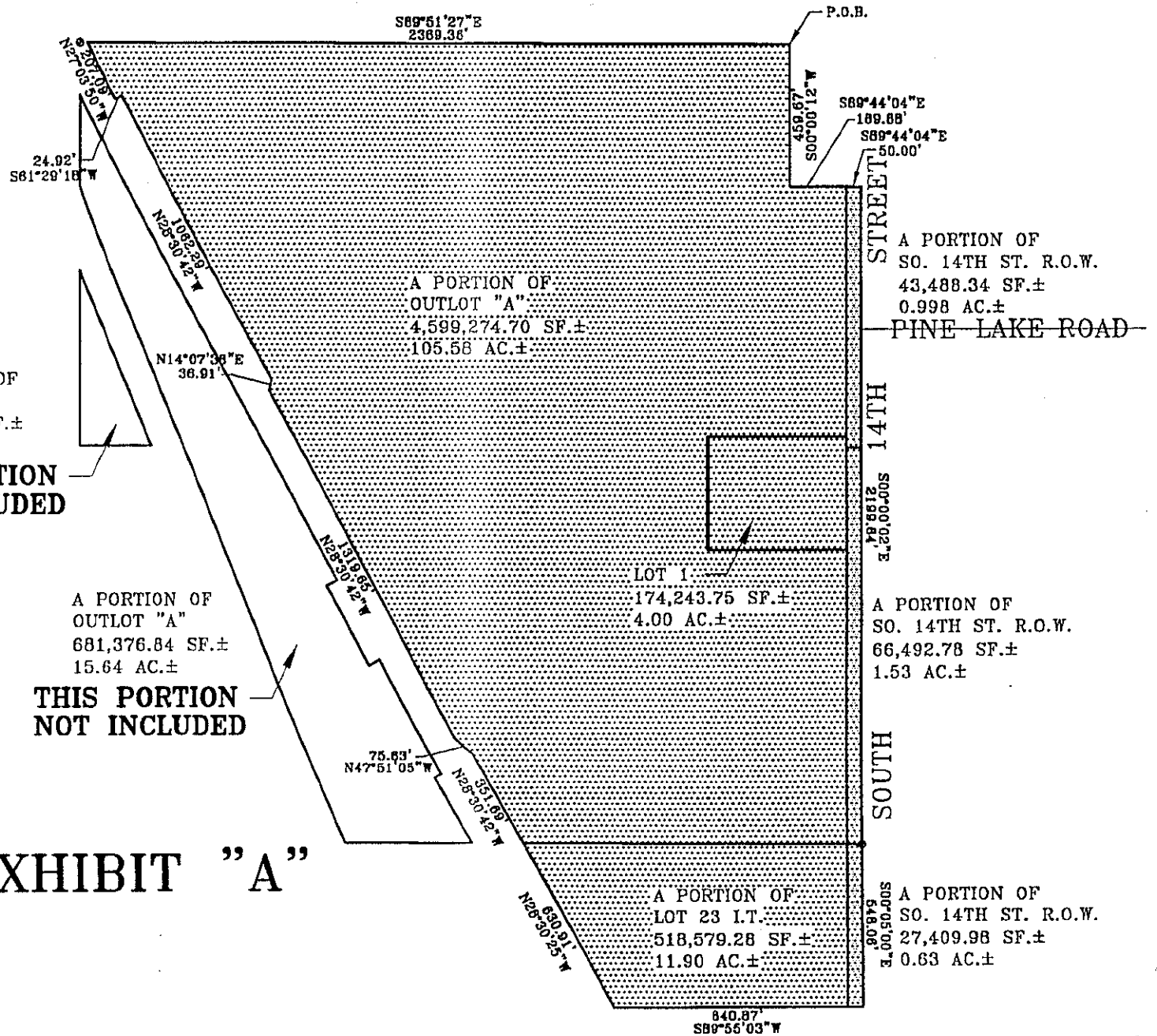
LOT 1
174,243.75 SF.±
4.00 AC.±

A PORTION OF
LOT 23 I.T.
518,579.28 SF.±
11.90 AC.±

A PORTION OF
SO. 14TH ST. R.O.W.
43,488.34 SF.±
0.998 AC.±
~~PINE LAKE ROAD~~

A PORTION OF
SO. 14TH ST. R.O.W.
66,492.78 SF.±
1.53 AC.±

A PORTION OF
SO. 14TH ST. R.O.W.
27,409.98 SF.±
0.63 AC.±



LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF LOT 1, AND A PORTION OF OUTLOT "A" GERBIG ADDITION, THE REMAINING PORTION OF LOT 23 I.T., AND A PORTION OF SOUTH 14TH STREET RIGHT-OF-WAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF LOT 6 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 459.67 FEET TO THE SOUTHWEST CORNER OF LOT 7 I.T., THENCE SOUTH 89 DEGREES 44 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", AND ITS EXTENSION, A DISTANCE OF 239.88 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 2199.64 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 548.06 FEET TO A POINT OF INTERSECTION WITH AN EXTENSION OF THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 23 I.T., THENCE SOUTH 89 DEGREES 55 MINUTES 03 SECONDS WEST ALONG THE SOUTH LINE OF THE REMAINING PORTION OF LOT 23 I.T., AND ITS EXTENSION, A DISTANCE OF 840.87 FEET TO THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 23 I.T., THENCE NORTH 28 DEGREES 30 MINUTES 25 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 630.91 FEET TO THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 23 I.T., THENCE NORTH 28 DEGREES 30 MINUTES 42 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 351.69 FEET TO A POINT OF DEFLECTION, THENCE NORTH 47 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 75.63 FEET TO A POINT OF DEFLECTION, THENCE NORTH 28 DEGREES 30 MINUTES 42 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 1319.65 FEET TO A POINT OF DEFLECTION, THENCE NORTH 14 DEGREES 07 MINUTES 38 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 36.91 FEET TO A POINT OF DEFLECTION, THENCE NORTH 28 DEGREES 30 MINUTES 42 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 1062.29 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 61 DEGREES 29 MINUTES 18 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 24.92 FEET TO A

EXHIBIT "A"

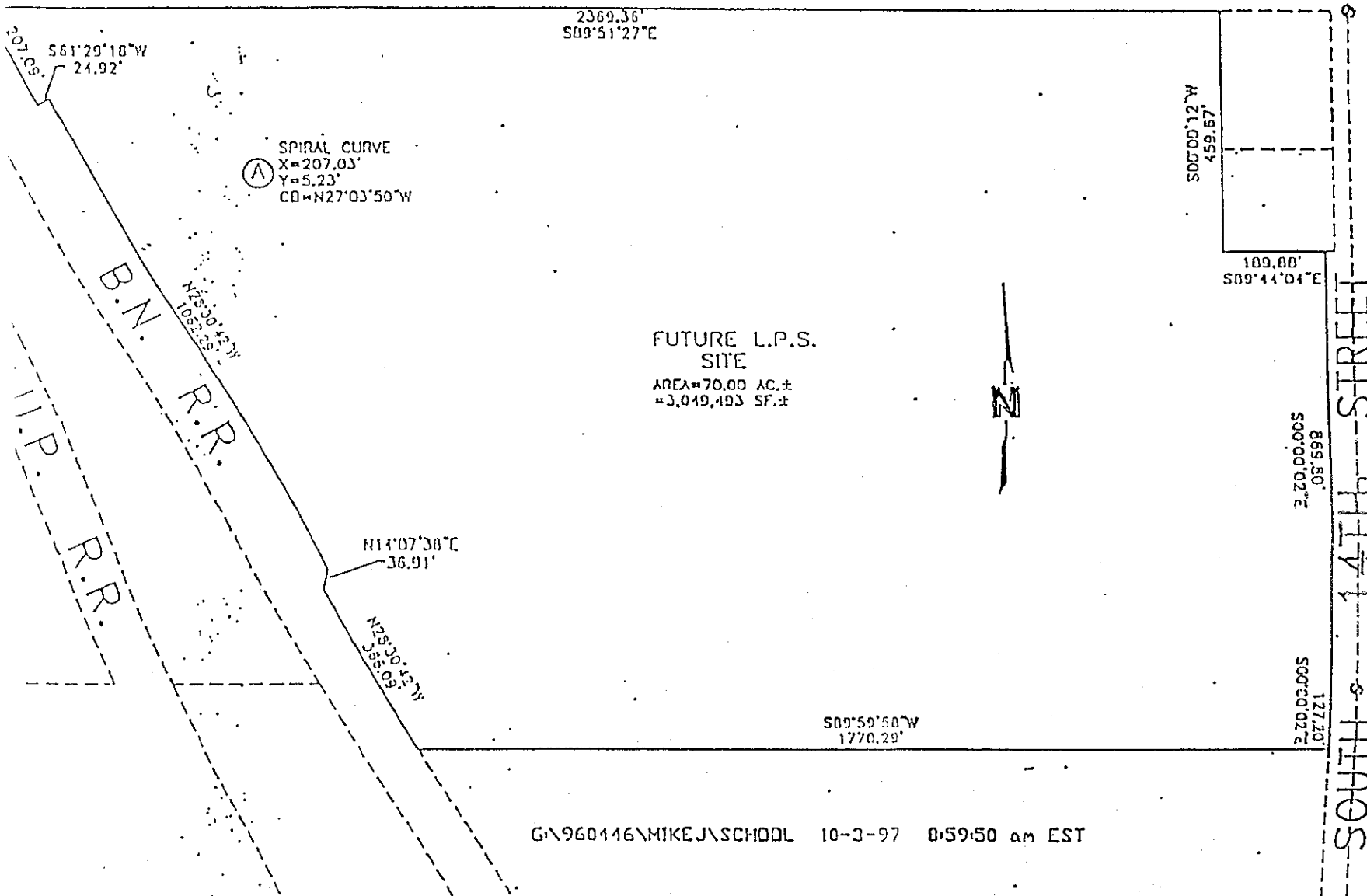
POINT OF DEFLECTION, THENCE ALONG A SPIRAL CURE TO THE RIGHT, HAVING CHORD BEARING OF NORTH 27 DEGREES 03 MINUTES 50 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A CHORD DISTANCE OF 207.09 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", THENCE SOUTH 89 DEGREES 51 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 2369.36 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 124.64 ACRES, OR 5,429,488.80 SQUARE FEET MORE OR LESS.

February 5, 1998
G:\960446\MIKE\ANNEX.L01

LEGAL DESCRIPTION
GERBIG ADD.
SCHOOL SITE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, AND A PORTION OF OUTLOT "A", GERBIG ADDITION, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 47 MINUTES 57 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 127.20 FEET TO A POINT, THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 1770.29 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., THENCE NORTH 28 DEGREES 30 MINUTES 42 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 366.08 FEET TO A POINT OF DEFLECTION, THENCE NORTH 14 DEGREES 07 MINUTES 38 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 36.91 FEET TO A POINT OF DEFLECTION, THENCE NORTH 28 DEGREES 30 MINUTES 42 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 1062.29 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 61 DEGREES 29 MINUTES 18 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF THE B.N. R.R., A DISTANCE OF 24.92 FEET TO A POINT OF DEFLECTION, THENCE ALONG A SPIRAL CURVE TO THE RIGHT, 207.03 FEET, Y=5.23 FEET, CHORD BEARING OF NORTH 27 DEGREES 03 MINUTES 50 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE B.N. R.R., A CHORD DISTANCE OF 207.09 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", THENCE SOUTH 89 DEGREES 51 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 2369.36 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A", THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 459.67 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 89 DEGREES 44 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 189.88 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT "A" AND LOT



(A) SPIRAL CURVE
 X=207.03'
 Y=5.23'
 CD=N27°03'50"W

FUTURE L.P.S.
 SITE
 AREA=70.00 AC.±
 =3,049,493 SF.±








PINE
 LAKE
 ROAD

G:\960446\MIKEJ\SCHDDL 10-3-97 0:59:50 am EST

FIGURE 4a PHASING PLAN

Note: Land assigned to Phases 2 and 3 is tentative and is shown for illustrative purposes only until the new Comprehensive Plan is adopted.

Exhibit "C"

- Legend
-  Phase I (1 to 6 years)
 -  Phase II (7 to 20 years)
 -  Phase III (21 to 50 years)
 -  Lincoln Planning Area
 -  Area of Change to Phase 1

