

RESOLUTION NO. A- 81000

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

2 That the agreement titled Morning Glory Estates Conditional Annexation and
3 Zoning Agreement (Annexation Agreement), which is attached hereto, marked as
4 Attachment "A" and made a part hereof by reference, between the City of Lincoln and
5 Holdrege Investors, L.L.C. (Owner) outlining certain conditions and understandings
6 between the City and said Owner relating to the annexation of land generally located
7 northeast of North 84th and Holdrege Streets is approved.

8 BE IT FURTHER RESOLVED that the Mayor is authorized to execute the
9 Annexation Agreement on behalf of the City.

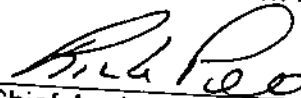
10 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully
11 executed copy of this Agreement to Rick Peo, Chief Assistant City Attorney, for
12 distribution to the Owner.

13 BE IT FURTHER RESOLVED that the City Clerk is directed to record the
14 Annexation Agreement with the Register of Deeds, filing fees to be paid by the Owner.

Introduced by:

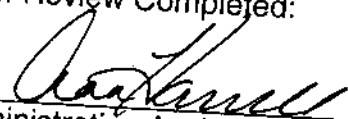


Approved as to Form and Legality:


Chief Assistant City Attorney

AYES: Camp, Friendt, McRoy,
Seng, Svoboda, NAYS: None.
ABSENT: Cook, Werner.

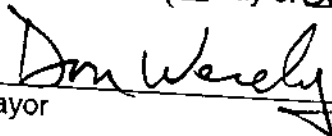
Staff Review Completed:


Administrative Assistant

ADOPTED

JUL 30 2001

By City Council

Approved this 6 day of August, 2001:

Mayor

**MORNING GLORY ESTATES
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Morning Glory Estates Conditional Annexation and Zoning Agreement ("Morning Glory Estates Agreement") is made and entered into this 6 day of August, 2001, by and between **Holdrege Investors, LLC**, Nebraska limited liability company, hereinafter referred to as "Owner", and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City".

RECITALS

- A. Owner has requested the City to annex the remaining portion of Lots 93 and 94 located in the Southwest Quarter of Section 14, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, legally described in Exhibit "A" attached ("Property").
- B. Owner has requested City to rezone those portions of the Property as legally described in Exhibits "B", "C", "D" and "E" attached from AG Agricultural District to R-3 Residential District, from AG Agricultural District to R-4 Residential District, from AG Agricultural District to O-3 Office Park District, and from AG Agricultural District to B-2 Neighborhood Retail District, respectively.
- C. Pursuant to the Conditional Annexation and Zoning Agreement for Regent Heights 1st Addition and Northern Lights Addition ("Regents Heights Agreement"), the City and the developers of Regent Heights 1st Addition and Northern Lights Addition constructed certain sanitary sewer trunk lines (hereinafter "Sewer A" and "Sewer B") to sewer 254 acres of land within the preliminary plats of Regent Heights 1st Addition and Northern Lights Addition. Said Sewer A and Sewer B can also sewer 746 acres of land outside of the boundaries of the preliminary plats for Regent Heights 1st addition and Northern Lights Addition, including the Property.
- D. In the Regent Heights Agreement, the City agreed to charge owners of land outside the boundaries of the preliminary plats for Regent Heights 1st Addition and Northern Lights Addition who benefit not from maintenance of Sewer A and Sewer B, but from the extension of Sewer A and Sewer B into an entirely new area, including the Property, should bear a fair share of the cost of Sewer A and Sewer B based upon a per-acre formula or some other fair share formula approved by the City.
- E. The City is willing to annex and rezone the Property as requested provided Owner agrees to contribute \$84,261.90 as Owner's fair share of the cost to construct Sewer A and Sewer B which sewers the Property based upon a cost of \$1,570 per acre times the 53.67 acres being annexed.
- F. The development and operation of a portion of the Property as an O-3 Office Park and B-2 Neighborhood Retail Districts will cause increased traffic on the public street system that serves and provides access to the Property that may require off-site road improvements. Due to the possible inadequacy of the street system, the City is willing to annexation and rezone the Property as requested provided there is an agreement regarding cost responsibilities for improvements to the public street system which serves the Property. Owner has completed a

traffic impact study prior to making application for the use permit on that portion of the Property zoned O-3 Office Park District so that a determination may be made about right-of-way widths and turn lanes to the satisfaction of the Public Works and Utilities Department. The traffic impact study reflects zoning and development of the O-3 zoned area under the requested use permit and specifically includes the estimated trip generation and driveway volume for the peak hour. The traffic study indicates a need for a signal at 84th and Lexington Streets, a right turn lane at 84th and Lexington and at 84th and Holdrege, and a need for further improvement of Holdrege Street not caused by Owner's development of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. Annexation by the City. The City agrees to annex the Property.
2. Rezoning of the Property. The City agrees to rezone the Property from AG Agricultural District to R-3 Residential District and R-4 Residential District, from AG Agricultural District to B-2 Planned Neighborhood Business District, and from AG Agricultural District to O-3 Office Park District as legally described in Exhibits "B", "C", "D" and "E", respectively.
3. Public Sanitary Sewer. Owner understands and acknowledges that the Property was made sewerable by the construction of Sewer A and Sewer B pursuant to the Regent Heights Agreement and that the Owner did not participate in, nor contribute Owner's fair share of the cost of the construction of Sewer A and Sewer B to serve the Property. Owner desires to be connected to Sewer A and Sewer B and therefore agrees to pay at the time of connection a connection fee of One Thousand Five Hundred Seventy and No/100 Dollars (\$1,570.00) per acre times 53.67 acres for a total connection fee of \$84,261.90. Owner understands and acknowledges that the calculation of the \$84,261.90 connection fee includes land owned by the University Park Congregation of Jehovah Witnesses, Inc., and Owner is voluntarily agreeing to pay said portion of the connection fee in consideration of the City not requiring the University Park Congregation of Jehovah Witnesses, Inc., be a party to this Agreement.
4. Traffic Impact Study. Owner has completed a traffic impact study prior to submitting an application for a use permit on the O-3 and B-2 zoned portions of the Property, and a determination has been made about right-of-way widths and turn lanes to the satisfaction of the Public Works and Utilities Department. The traffic impact study reflects Owner's proposed development of the O-3 and B-2 zoned areas and specifically includes the estimated trip generation and driveway volume for the peak hour. Owner agrees to construct the following improvements by Executive Order:
 - a) Northbound right turn lane at 84th and Holdrege;
 - b) Northbound right turn lane at 84th and Lexington;
 - c) Traffic signal at 84th and Lexington;
 - d) Intersection improvements in Holdrege Street on the east side of 84th to match the existing improvements on the west side of the 84th Street; and,

- e) Improve Holdrege to a four lane cross section to 86th Street, tapering to a two lane rural cross section at east limits of Morning Glory Estates.

The cost of such improvements shall be paid as follows: Owner shall bear the full cost of items a) and b) above. Owner shall pay the sum of \$100,000 toward the cost of items c), d) and e). City shall pay the balance of the cost. Since the amount of the City's share of the improvements will be in excess of \$10,000.00 the parties agree that the contract for the construction of the improvements shall be awarded only after competitive bidding in accordance with City procedures.

5. Security. Prior to issuance of Executive Orders for construction of improvements required by this Agreement, Owner shall provide the City a bond, escrow, or other security agreement, approved by the City Attorney as follows:

- a) In the amount of \$84,261.90 to insure payment of the connection fee to Sewer A and Sewer B referred to in paragraph 3 above.
- b) In the amount of \$_____ to insure (i) Owner's portion of the cost of construction of the street improvements described in paragraph 4 above.

6. Level of Service and Proposed Land Uses. By acceptance of the Construction and/or payment for off-site improvements identified in the traffic impact study, the City in no way warrants or assures any particular level of service on the public streets and roads serving the Property for the development contemplated under the changes of zone.

7. 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 therefor in no way limit the right of the City to 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.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall insure to and run with the Property.

9. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

10. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant and obligation as stated herein. Each

of the parties shall cooperate in good faith with the other 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 carry out the intent and purposes of this Agreement.

11. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

12. 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.

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

14. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by the City, Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

15. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.

16. Default. Owner and City agree that the annexation and changes of zone promote the public health, safety, and welfare so long as Owner fulfills all of the conditions and responsibilities set forth in this Agreement. In the event Owner defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may in its legislative authority rezone the Property to its previous designations or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.

17. Recordation. This Agreement shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska, at Owner's cost and expense.

18. Legitimate State Interest. City and Owner agree that the City has a legitimate state interest in the public health, safety and welfare which is promoted by requiring Owner to pay Owner's fair share of the cost to construct Sewer A and Sewer B to sewer the Property and to provide for the safe and efficient movement of motor vehicles upon the public street system and that an essential nexus exists between the City's above interest and the conditions placed upon Owner under this Agreement. In addition, the City and Owner have made an individualized determination and agree that the conditions placed upon Owner under this Agreement are related both in nature and extent and are in rough proportionality to the projected adverse effects, full

development and operation of the Property under the O-3 Office Park District, B-2 Neighborhood Retail District, and the R-3 and R-4 Residential District zoning would have on the public sanitary sewer system, water system, and street system that serves the Property.

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

ATTEST:

THE CITY OF LINCOLN, NEBRASKA
A Municipal Corporation

Juan E. Ross
City Clerk

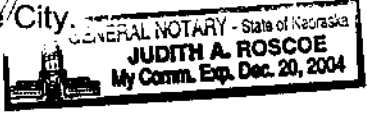
By: *Don Wesely*
Don Wesely, Mayor

HOLDREGE INVESTORS, LLC, A
Nebraska limited liability company

By: *Jerome L. Henrichs*
Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

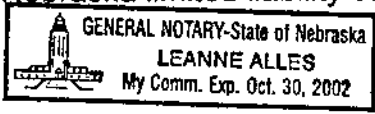
The foregoing instrument was acknowledged before me this *6th* day of *August*, 200*1*, by Don Wesely, Mayor of the City of Lincoln, Nebraska, on behalf of the City



Judith A. Roscoe
Notary Public

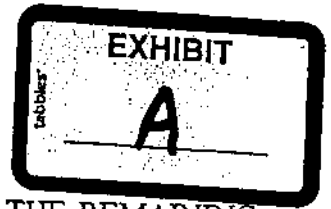
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this *5th* day of *July*, 200*0*, by *Jerome L. Henrichs, Don Wesely* of Holdrege Investors, LLC, a Nebraska limited liability company, on behalf of the company.



Leanne Alles
Notary Public

(G:\WPData\MH\Holdrege Investors - 96-608 Morning Glory Annx & Zoning Agrmt rev4.wpd)



LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 93 I.T., AND THE REMAINING PORTION OF LOT 94 I.T., ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, 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 REMAINING PORTION OF LOT 93 I.T., SAID POINT BEING 90.00 EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 1235.38 FEET TO THE NORTHEAST CORNER OF SAID REMAINING PORTION OF LOT 93 I.T., THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOTS 93 I.T., AND 94 I.T., A DISTANCE OF 1896.50 FEET TO THE SOUTHEAST CORNER OF SAID REMAINING PORTION OF LOT 94 I.T., THENCE NORTH 89 DEGREES 35 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 1217.61 FEET TO A SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 94 I.T., THENCE NORTH 43 DEGREES 56 MINUTES 50 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 28.84 FEET TO A SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 94 I.T., THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 1133.05 FEET TO A NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 94 I.T., THENCE NORTH 71 DEGREES 32 MINUTES 06 SECONDS EAST ALONG A NORTHWEST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 63.24 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST ALONG A WEST LINE OF SAID REMAINING PORTION OF LOTS 94 I.T., AND 93 I.T., A DISTANCE OF 60.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 71 DEGREES 35 MINUTES 42 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 63.25 FEET TO A SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 93 I.T., THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 338.61 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 56 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 294.93 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 53.67 ACRES, OR 2,338,193.79 SQUARE FEET MORE OR LESS.

APRIL 19, 2000 (2:04PM)
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LEGAL DESCRIPTION
CHANGE OF ZONE
FROM "AG" TO "R-3"



A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 94 I.T., ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, 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 THE REMAINING PORTION OF LOT 93 I.T., SAID POINT BEING 90.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 1235.38 FEET TO THE NORTHEAST CORNER OF SAID REMAINING PORTION OF LOT 93 I.T., THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOTS 93 I.T., AND 94 I.T., A DISTANCE OF 849.45 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 1047.04 FEET TO THE SOUTHEAST CORNER OF SAID REMAINING PORTION OF LOT 94 I.T., THENCE NORTH 89 DEGREES 35 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 624.27 FEET TO A POINT, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.74 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 600.00 FEET, ARC LENGTH OF 134.46 FEET, DELTA ANGLE OF 12 DEGREES 50 MINUTES 25 SECONDS, A CHORD BEARING OF NORTH 06 DEGREES 25 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 134.18 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN CLOCKWISE DIRECTION HAVING A RADIUS OF 800.00 FEET, ARC LENGTH OF 177.56 FEET, DELTA ANGLE OF 12 DEGREES 43 MINUTES 00 SECONDS, A CHORD BEARING OF NORTH 06 DEGREES 28 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 177.19 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 07 MINUTES 25 SECONDS WEST, A DISTANCE OF 545.29 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 303.00 FEET, ARC LENGTH OF 105.69 FEET, DELTA ANGLE OF 19 DEGREES 59 MINUTES 09 SECONDS, A CHORD BEARING OF NORTH 09 DEGREES 52 MINUTES 10 SECONDS EAST, AND A CHORD LENGTH OF 105.16 FEET TO A POINT OF TANGENCY, THENCE NORTH 19 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 90.57 FEET TO A POINT, THENCE SOUTH 65 DEGREES 18 MINUTES 41 SECONDS EAST, A DISTANCE OF 19.81 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 400.00 FEET, ARC LENGTH OF 172.62 FEET, DELTA ANGLE OF 24 DEGREES 43 MINUTES 32 SECONDS, A CHORD BEARING OF SOUTH 77 DEGREES 40 MINUTES 28 SECONDS

LEGAL DESCRIPTION
CHANGE OF ZONE
FROM "AG" TO "R- β " 4



A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 93 I.T., AND A PORTION OF THE REMAINING PORTION OF LOT 94 I.T., ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, 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 THE REMAINING PORTION OF SAID LOT 93 I.T., SAID POINT BEING 90.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 438.42 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 796.96 FEET TO THE NORTHEAST CORNER OF SAID REMAINING PORTION OF LOT 93 I.T., THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOTS 93 I.T., AND 94 I.T., A DISTANCE OF 849.45 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 46 SECONDS WEST, A DISTANCE OF 427.18 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 400.00 FEET, ARC LENGTH OF 172.62 FEET, DELTA ANGLE OF 24 DEGREES 43 MINUTES 32 SECONDS, A CHORD BEARING OF NORTH 77 DEGREES 40 MINUTES 28 SECONDS WEST, AND A CHORD LENGTH OF 171.28 FEET TO A POINT OF TANGENCY, THENCE NORTH 65 DEGREES 18 MINUTES 41 SECONDS WEST, A DISTANCE OF 221.72 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 400.00 FEET, ARC LENGTH OF 25.80 FEET, DELTA ANGLE OF 03 DEGREES 41 MINUTES 45 SECONDS, A CHORD BEARING OF NORTH 67 DEGREES 09 MINUTES 34 SECONDS WEST, AND A CHORD LENGTH OF 25.80 FEET TO A POINT, THENCE NORTH 20 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 67.09 FEET TO A POINT, THENCE NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 647.50 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 15.11 ACRES, OR 658,605.54 SQUARE FEET MORE OR LESS.

APRIL 19. 2000 (12:01PM)
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EAST, AND A CHORD LENGTH OF 171.28 FEET TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 427.18 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 15.70 ACRES, OR 684,319.24 SQUARE FEET MORE OR LESS.

APRIL 19, 2000 (12:18PM)
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LEGAL DESCRIPTION
CHANGE OF ZONE
FROM "AG" TO "0-3"



A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 94 I.T., ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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APRIL 19, 2000 (12:37PM)

LEGAL DESCRIPTION
CHANGE OF ZONE
FROM "AG" TO "B-2"



A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 93 I.T., AND A PORTION OF THE REMAINING PORTION OF LOT 94 I.T., ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, 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 THE REMAINING PORTION OF SAID LOT 93 I.T., SAID POINT BEING 90.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, AND THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF SAID LOT 93 I.T., A DISTANCE OF 438.42 FEET TO A POINT, THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, A DISTANCE OF 647.50 FEET TO A POINT, THENCE SOUTH 20 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 67.09 FEET TO A POINT, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 400.00 FEET, ARC LENGTH OF 25.80 FEET, DELTA ANGLE OF 03 DEGREES 41 MINUTES 45 SECONDS, A CHORD BEARING OF SOUTH 67 DEGREES 09 MINUTES 34 SECONDS EAST, AND A CHORD LENGTH OF 25.80 FEET TO A POINT OF TANGENCY, THENCE SOUTH 65 DEGREES 18 MINUTES 41 SECONDS EAST, A DISTANCE OF 201.91 FEET TO A POINT, THENCE SOUTH 19 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 90.57 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 303.00 FEET, ARC LENGTH OF 105.69 FEET, DELTA ANGLE OF 19 DEGREES 59 MINUTES 09 SECONDS, A CHORD BEARING OF SOUTH 09 DEGREES 52 MINUTES 10 SECONDS WEST, AND A CHORD LENGTH OF 105.16 FEET TO A POINT OF TANGENCY, THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, A DISTANCE OF 278.83 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 578.14 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 538.78 FEET TO A POINT OF DEFLECTION, THENCE NORTH 71 DEGREES 32 MINUTES 06 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID REMAINING PORTION OF LOT 94 I.T., A DISTANCE OF 63.24 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOTS 94 I.T., AND 93 I.T., A DISTANCE OF 60.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 71 DEGREES 35 MINUTES 42 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID REMAINING PORTION OF LOT 93 I.T., A DISTANCE OF 63.25 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID REMAINING

PORTION OF LOT 93 I.T., A DISTANCE OF 338.61 FEET TO A POINT OF DEFLECTION ,
THENCE NORTH 00 DEGREES 56 MINUTES 03 SECONDS EAST ALONG THE WEST LINE
OF SAID REMAINING PORTION OF LOT 93 LT., A DISTANCE OF 294.93 FEET TO THE
TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 14.50
ACRES, OR 631,828.78 SQUARE FEET MORE OR LESS.

APRIL 19, 2000 (11:33AM)
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