

RESOLUTION NO. A- 81018

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

2 That the agreement titled Conditional Annexation and Zoning Agreement for S.W. 56th
3 and West "O" Street (Annexation Agreement), which is attached hereto, marked as Attachment "A"
4 and made a part hereof by reference, between the City of Lincoln and D & R Developments, Inc.
5 (Owner), outlining certain conditions and understandings between the City and said Owner relating
6 to the annexation of approximately 9.12 acres of property generally located southwest of S.W. 56th
7 and West "O" Streets is approved.

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

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

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

Introduced by:

Jonathan Cook

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

Approved as to Form and Legality:

Rick Peo

City Attorney

Staff Review Completed:

Amy C. Tejada
Administrative Assistant

NOV 13 2001

By City Council

ADOPTED

Approved this 26th day of Nov., 2001:

Don Weasly
Mayor

**CONDITIONAL ANNEXATION AND ZONING
AGREEMENT FOR S.W. 56TH & WEST "O" STREET**

THIS CONDITIONAL ANNEXATION AND ZONING AGREEMENT FOR S.W. 56th & West "O" ("Agreement") is made and entered into as of this 26 day of November, 2001, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation ("City") and D & R DEVELOPMENTS, INC., a Nebraska corporation ("Property Owner").

RECITALS

1. The Property Owner is the owner and developer of the tract of real property legally described on Attachment "A", which is attached hereto and incorporated herein by this reference (collectively "D & R Tract").

2. The Property Owner has been coordinating with the New Life Baptist Church, a not for profit organization, ("Church"). The Church owns the real property which abuts the D & R property on the northeast corner legally described on Attachment "A", (collectively "Church Tract"). The Church has requested that the Property Owner include the Church Tract in the Property Owners application for Change of Zone and Annexation.

3. The D & R Tract and Church Tract are sometimes referred to as the "Property".

4. The Property Owner has previously requested an amendment to the Lincoln City-Lancaster County Comprehensive Plan. The City did amend the Lincoln City-Lancaster County Comprehensive Plan map entitled *Anticipated 2015 Lincoln Service Limit and Phasing Plan* and designated the D & R Tract and Church Tract within the Lincoln's Future Service Limit.

5. The Property Owner and Church have requested that the City annex that portion of the Property legally described on Attachment "B", which is attached hereto and incorporated herein by this reference, for the first phase of development ("First Phase Annexed Property").

The City and Property Owner anticipate that the addition portion of the D & R Tract (collectively referred to as "Subsequent Phase Annexed Property"), legally described as Parcels on Attachment "C", which is attached hereto and incorporated herein by this reference, will be annexed, rezoned, platted and developed in subsequent phase(s), pursuant to this Agreement and the City's Comprehensive Plan and land development ordinances and design standards.

6. Property Owner and Church have requested that the City rezone the First Phase Annexed Property from AG to H-3 (collectively "First Phase Rezoning").

7. The City's approval of the First Phase Annexed Property and First Phase Rezoning are collectively referred to herein as "Governmental Actions".

8. The City is willing to approve the Governmental Actions based upon the representation by the Property Owner that Property Owner does not desire nor need public water and public sanitary sewer for the development of the First Phase Annexed Property. The City is willing to consider approving the annexation, rezoning, preliminary plats, and final plats for the Subsequent Phase Annexed Property pursuant to the Comprehensive Plan and at such time as provision is made for the extension of public water and sanitary sewer to serve the Subsequent Phase Annexed Property (collectively "Subsequent Governmental Actions").

9. The City and Property Owner recognize that the City does not currently have sufficient funds or plans for the extension of public water and sanitary sewer to serve either the First Phase Annexed Property or the Subsequent Phase Annexed Property. The parties also recognize that, in order to approve the Governmental Actions and Subsequent Governmental Actions, it is necessary that the Property Owner agree to wait on the extension of public water and public sanitary sewer or assume the cost responsibility for extension of those municipal

infrastructure improvements prior to such time as they are included in the City's Capital Improvement Program. The parties are entering into this Agreement for the purpose of providing for the construction of the infrastructure improvements necessary in order to approve the Governmental Actions and Subsequent Governmental Actions and for the allocation of cost responsibilities for such infrastructure improvements between the City and Property Owner.

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

**I.
CONCURRENT APPROVAL OF GOVERNMENTAL ACTIONS;
CONDITIONAL APPROVAL**

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

1. Annexing the First Phase Annexed Property legally described and shown on Attachment "B"; and
2. Amending the Lincoln zoning district map to change the zone on the First Phase Annexed Property from AG to H-3.

B. Conditional Approval. Approvals of the Governmental Actions 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. The parties understand and agree that with respect to the Subsequent Governmental Approvals that the City cannot contract away the legislative discretion of future City Council and thus the Subsequent Governmental Actions are only anticipatory in nature and are not deemed to be binding obligations of the City. The parties acknowledge that the Property Owner has constructed a building and related improvements (collectively "Existing Building") for a limited landfill operation on the D & R Tract located within the First Phase Annexed Property. The parties agree that the Property Owner may apply to the City of Lincoln for a building permit(s) and occupancy permit(s) to allow the completion, renovation, remodelling, repair and replacement of the Existing Building, yard and related improvements for a limited landfill operation and/or other H-3 lawfully permitted uses; provided that, the building permits/occupancy permits are not for the expansion of the presently approved building square footage amount until such time as the public water and public sanitary sewer are extended to serve the Existing Building. The parties agree that the Property Owner may not apply to the City of Lincoln for a subdivision of the First Phase Annexed Property for development purposes until such time as the public water and public sanitary sewer are extended to serve the First Phase Annexed Property. The parties agree that the Property Owner may not apply to the City of Lincoln for a subdivision of the Subsequent Phase Annexed Property for development purposes until such time as the public water and public sanitary sewer are extended to serve the Subsequent Annexed Property.

II. DEFINITIONS

For purposes of this Agreement, the words and phrases, "infrastructure" or "infrastructure improvements" shall mean public trunk sanitary sewer lines, water transmission lines, major water distribution lines, water tank and booster pump stations, arterial and major collector streets, parks, and trails infrastructure improvements located off-site or on-site of the Property and within the proposed or existing arterial right-of-ways or major trunk or distribution line utility corridors as generally described in this Agreement or shown on the attachments to this Agreement. For purposes of this Agreement, the words and phrases, "cost" or "entire cost" of a type of infrastructure improvement shall be deemed to include all construction costs, engineering fees, testing expenses, publication costs, financing costs, and related miscellaneous costs.

III. PHASED DEVELOPMENT OF THE PROPERTY

The Property Owner believes that the Property will be annexed, rezoned, platted and developed in various phases. The Property Owner and City recognize and understand that as part of this Agreement, the Property Owner and City are contributing the cost of the public infrastructure improvements to provide for the eventual phased annexation and zoning of all of the First Phase Annexed Property and Subsequent Phase Annexed Property in accordance with Figure 16 of the Comprehensive Plan entitled *Lincoln's Land Use Plan*. The following sections describe the infrastructure improvements necessary to serve all phases of the First Phase Annexed Property and Subsequent Phase Annexed Property and to promote the general health and welfare of the City.

IV.

SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS

A. **First Phase Annexed Property.** Property Owner understand and acknowledges that the First Phase Annexed Property is not presently serviceable by the City's public sanitary sewer system. Property Owner certifies that the Property Owner does not desire nor need the City's public sanitary sewer system to be extended to serve the First Phase Annexed Property until such time as the public sanitary sewer system is extended to serve the Subsequent Phase Annexed Property as provided in paragraph B below. The City and Property Owner agree that the Property Owner and Church, at their individual expense, may sewer their respective portions of the First Phase Annexed Property with individual sewer systems until such time as the City's public sanitary sewer system is within 300 feet and available to their respective portions of the First Phase Annexed Property; provided said individual sewage systems comply with the Lancaster County/City of Lincoln Health Department standards and regulations.

B. **Subsequent Phase Annexed Property.** The City and Property Owner agree that the Property Owner may only annex and receive City sanitary sewer service, at its expense, in the Subsequent Phase Annexed Property by properly connecting any improvement(s) on the Subsequent Phase Property to a yet to be extended City sanitary sewer line of varying diameters which has been properly extended from the existing downstream sanitary sewer line, as generally shown on Attachment "D", which is attached hereto and incorporated herein by this reference, (collectively "Sewer Extension Line"). If the Sewer Extension Line is constructed through a sewer special assessment district, the Property Owner shall not object to the City's levying of assessments against any portion of the First Phase Annexed Property and Subsequent Phase

Annexed Property that is included within the district(s) and shall pay all assessments so levied as they become due and payable.

C. **Easement Conveyance/Dedication.** The Property Owner shall dedicate and convey all temporary and permanent nonexclusive sanitary sewer easements to the City located in the zoning yard setback areas necessary for the construction and operation of the Sewer Extension Line without additional cost or consideration, in conjunction with the construction of such sewer line as set forth above. The permanent easements for the above sewer must provide the City the right to construct, reconstruct, repair, operate, maintain, and replace all mains, pipes, manholes, and appurtenance thereto, must prohibit the construction of any buildings on top of the permanent easement areas, and shall be free and clear of any and all mortgages, deeds of trust, or other liens or claims of ownership of any other person. The City and the Property Owner agree that such easements shall be only for the smallest space reasonably feasible and in conformity with applicable City ordinances, design standards and regulations.

V.
WATER INFRASTRUCTURE IMPROVEMENTS

A. **First Phase Annexed Property.** Property Owner understand and acknowledges that the First Phase Annexed Property is not presently serviceable by the City's public water system. Property Owner certifies that the Property Owner does not desire nor need the City's public water system to be extended to serve the First Phase Annexed Property until such time as the public water system is extended to serve the Subsequent Phase Annexed Property as provided in paragraph B below. Property Owner further understands and acknowledges that without the public water system being extended to serve the First Phase Annexed Property, the City fire

protection service to the First Phase Annexed Property will not have fire hydrant service available and the Fire Department will have to provide water service through less desirable alternative means. The City and Property Owner acknowledge that the Property Owner and Church respective portions of the First Phase Annexed Property are presently served by existing individual water wells and said existing wells are govern by Section 8.44.030 of the Lincoln Municipal Code. The City and Property Owner agree that the Property Owner and Church, at their individual expense, may seek a temporary permit to construct and operate new wells on their respective premises of the First Phase Annexed Property pursuant to Section 8.44.040 of the Lincoln Municipal Code until such time as the City's public water system main is within 300 feet and available to their respective premises of the First Phase Annexed Property; provided said individual water well systems comply with the Lancaster County/City of Lincoln Health Department standards and regulations.

B. Subsequent Phase Annexed Property. The City and Property Owner agree that the Property Owner may only annex and receive City water service, at its expense, in the Subsequent Phase Annexed Property by properly connecting any improvement(s) on the Subsequent Phase Property to a City yet to be extended water distribution line which has been properly extended from the water line in the vicinity of S.W. 56th Street & "O" Street (collectively "Water Extension Line") as part of the platting process for the Subsequent Phase Annexed Property. In the event the Water Extension Line is constructed through a sewer special assessment district, the Property Owner shall not object to the City's levying of assessments against any portion of the First Phase Annexed Property and Subsequent Phase Annexed

Property that is included within the district(s) and shall pay all assessments so levied as they become due and payable.

C. **Easement Conveyance/Dedication.** The Property Owner shall dedicate and convey all temporary and permanent nonexclusive water line easements to the City located in the zoning yard setback areas necessary for the construction and operation of the Water Extension Line without additional cost or consideration, in conjunction with the construction of such water line as set forth above. The permanent easements for the above water line must provide the City the right to construct, reconstruct, repair, operate, maintain, and replace all mains, pipes, manholes, and appurtenance thereto, must prohibit the construction of any buildings on top of the permanent easement areas, and shall be free and clear of any and all mortgages, deeds of trust, or other liens or claims of ownership of any other person. The City and the Property Owner agree that such easements shall be only for the smallest space reasonably feasible and in conformity with applicable City ordinances, design standards and regulations.

VI.

STREET INFRASTRUCTURE IMPROVEMENTS

A. **West "O" Street.** The City and the Property Owner agree that the State of Nebraska has plans in the near future to improve and widen West "O" Street and reconstruct related grading, drainage, traffic signals and street improvements driveway and intersection infrastructure improvements (collectively "Street Improvements").

B. **S.W. 56th Street.** The City and Property Owner agree that S.W. 56th Street south of West "O" Street may need to be regraded and paved in the future (collectively "S.W. 56th Street Improvements"). Property Owner, at the request of the City, shall petition for the creation

of the special assessment district for the grading and/or paving of the S.W. 56th Street Improvements. In the event the S.W. 56th Street Improvements are constructed through a grading and/or paving special assessment district, the Property Owner shall not object to the City's levying of assessments against any portion of the First Phase Annexed Property and Subsequent Phase Annexed Property that is included within the district(s) and shall pay all assessments so levied as they become due and payable.

C. Sidewalks. The Property Owner agrees to be responsible, at its cost, for those street sidewalks abutting the Property Owner's respective tract and to complete said sidewalks as required by the City's platting, use permit or special permit process concurrent with adjacent development.

D. Right-of-Way. The Property Owner agrees to dedicate to the City up to 50 feet width of right-of-way measured from the center line of S.W. 56th Street located within the Property at no cost. The Property Owner shall dedicate and convey all temporary nonexclusive easements to the City located in the zoning yard setback areas necessary for the construction and operation of the S.W. 56th Street Improvements and sidewalks without additional cost or consideration, in conjunction with the construction of such improvements as set forth above. The right-of-way shall be free and clear of any and all mortgages, deeds of trust, or other liens or claims of ownership of any other person. The City and the Property Owner agree that such right-of-way and easements shall be only for the smallest space reasonably feasible and in conformity with applicable City ordinances, design standards and regulations.

**VII.
CONSTRUCTION STANDARDS**

Unless otherwise stated herein or modified by the City Council, 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.

**VIII.
FUTURE COST RESPONSIBILITIES**

The Property Owner acknowledges it is still responsible to construct any internal road and internal utility improvements, including, but not limited to, storm sewer, sanitary sewer, water, paving, grading, drainage, sidewalk and ornamental lighting necessary to service the First Phase Annexed Property and Subsequent Phase Annexed Property pursuant to the City's land subdivision ordinances and design standards and practices.

**IX.
DEFAULT**

The parties agree that the rezoning of the First Phase Annexed Property and Subsequent Phase Annexed Property promotes the public health, safety and welfare so long as the Property Owner fulfills all of the conditions and responsibilities set forth in this Agreement. In the event that the Property Owner 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.

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.

**XIV.
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.

**XV.
GOVERNING LAW**

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

**XVI.
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.

**XVII.
RELEASE**

Notwithstanding any contrary provisions herein, any Buildable Lot shall automatically be deemed released from all of the terms of this Agreement without further written release, except for Sections VIII and XIII. A "Buildable Lot" shall mean a buildable lot of record as defined by the City subdivision ordinances that has been lawfully subdivided from the First Phase Annexed Property and Subsequent Phase Annexed Property.

XVIII.

AUTHORITY

This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms.

XIX.

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 Owner.

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

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

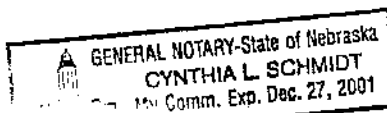
ATTEST: Jan E. Ross
City Clerk

By: Don Wesely
_____, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of Nov., 2001 by Don Wesely, Mayor of the CITY OF LINCOLN, NEBRASKA, on behalf of the City of Lincoln, Nebraska.

Cynthia L. Schmidt
Notary Public



ATTACHMENT "A"

Legal Description

D & R Tract: Lot 26 Irregular Tract located in Section 25, Township 10 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska.

Church Tract: Lot 5, Irregular Tract located in Section 25, Township 10 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska.

LEGAL DESCRIPTION
"FIRST PHASE"

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF LOT 5 I.T., AND A PORTION OF LOT 26 I.T., ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 41 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 I.T., SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE CONTINUING SOUTH 01 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE EAST LINE OF SAID LOT 5 I.T., AND LOT 26 I.T., A DISTANCE OF 452.06 FEET TO A POINT, THENCE SOUTH 88 DEGREES 26 MINUTES 35 SECONDS WEST, A DISTANCE OF 1000.43 FEET TO A POINT, THENCE NORTH 02 DEGREES 30 MINUTES 01 SECONDS WEST, A DISTANCE OF 361.44 FEET TO A POINT OF INTERSECTION WITH A NORTH LINE OF SAID LOT 26 I.T., THENCE NORTH 84 DEGREES 38 MINUTES 05 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HWY. #6, A DISTANCE OF 446.33 FEET TO A NORTH CORNER OF SAID LOT 26 I.T., THENCE NORTH 87 DEGREES 29 MINUTES 59 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HWY. #6, A DISTANCE OF 382.73 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 5 I.T., SAID POINT BEING A NORTHEAST CORNER OF SAID LOT 26 I.T., THENCE NORTH 02 DEGREES 30 MINUTES 01 SECONDS WEST ALONG A WEST LINE OF SAID LOT 5 I.T., A DISTANCE OF 51.80 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 I.T., THENCE NORTH 87 DEGREES 29 MINUTES 59 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 5 I.T., SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HWY. #6, A DISTANCE OF 178.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 9.12 ACRES, OR 397,457.02 SQUARE FEET MORE OR LESS.

JULY 5, 2001 (11:23AM)
F:\Projects\990718\MIKE\FIRSTP-1.L01

NE CORNER
25-10-5
N87°29'59"
178.12'

N02°30'01"W
51.80'

84.80'

382.73'
N87°29'59"E

446.33'
N84°38'05"E

N02°30'01"W
361.44'

406.79'
S02°30'01"E

555.78'
N84°38'05"E

"SUBSEQUENT PHASE"
AREA = 9.11 AC.±
= 396,947.42 SF.±

440.64'
N88°31'44"E

N02°29'24"W
390.57'

S89°28'19"W
438.02'

S85°34'41"W
558.28'

"FIRST PHASE"
AREA = 9.12 AC.±
= 397,457.02 SF.±

S88°26'35"W
1000.43'

452.06'
S01°41'53"E

U.S. HWY. #6

134.88'

107.10'

127.08'

N. 1/4 CORNER
25-10-5



SCALE: N.T.S.

LOT 26 LT.

LEGAL DESCRIPTION
"SUBSEQUENT PHASE"

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 26 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 41 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF LOT 5 I.T., THENCE CONTINUING SOUTH 01 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE EAST LINE OF SAID LOTS 5 I.T., AND 26 I.T., A DISTANCE OF 452.06 FEET TO A POINT, THENCE SOUTH 88 DEGREES 26 MINUTES 35 SECONDS WEST, A DISTANCE OF 1000.43 FEET TO A POINT, THENCE SOUTH 02 DEGREES 30 MINUTES 01 SECONDS EAST, A DISTANCE OF 45.34 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE SOUTH 85 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 558.28 FEET TO A POINT, THENCE SOUTH 89 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 438.02 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 26 I.T., THENCE NORTH 02 DEGREES 29 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 26 I.T., A DISTANCE OF 390.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 26 I.T., THENCE NORTH 88 DEGREES 31 MINUTES 44 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HWY. #6, A DISTANCE OF 440.64 FEET TO A NORTH CORNER OF SAID LOT 26 I.T., THENCE NORTH 84 DEGREES 38 MINUTES 05 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HWY. #6, A DISTANCE OF 555.78 FEET TO A POINT, THENCE SOUTH 02 DEGREES 30 MINUTES 01 SECONDS EAST, A DISTANCE OF 406.79 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 9.11 ACRES, OR 396,947.42 SQUARE FEET MORE OR LESS.

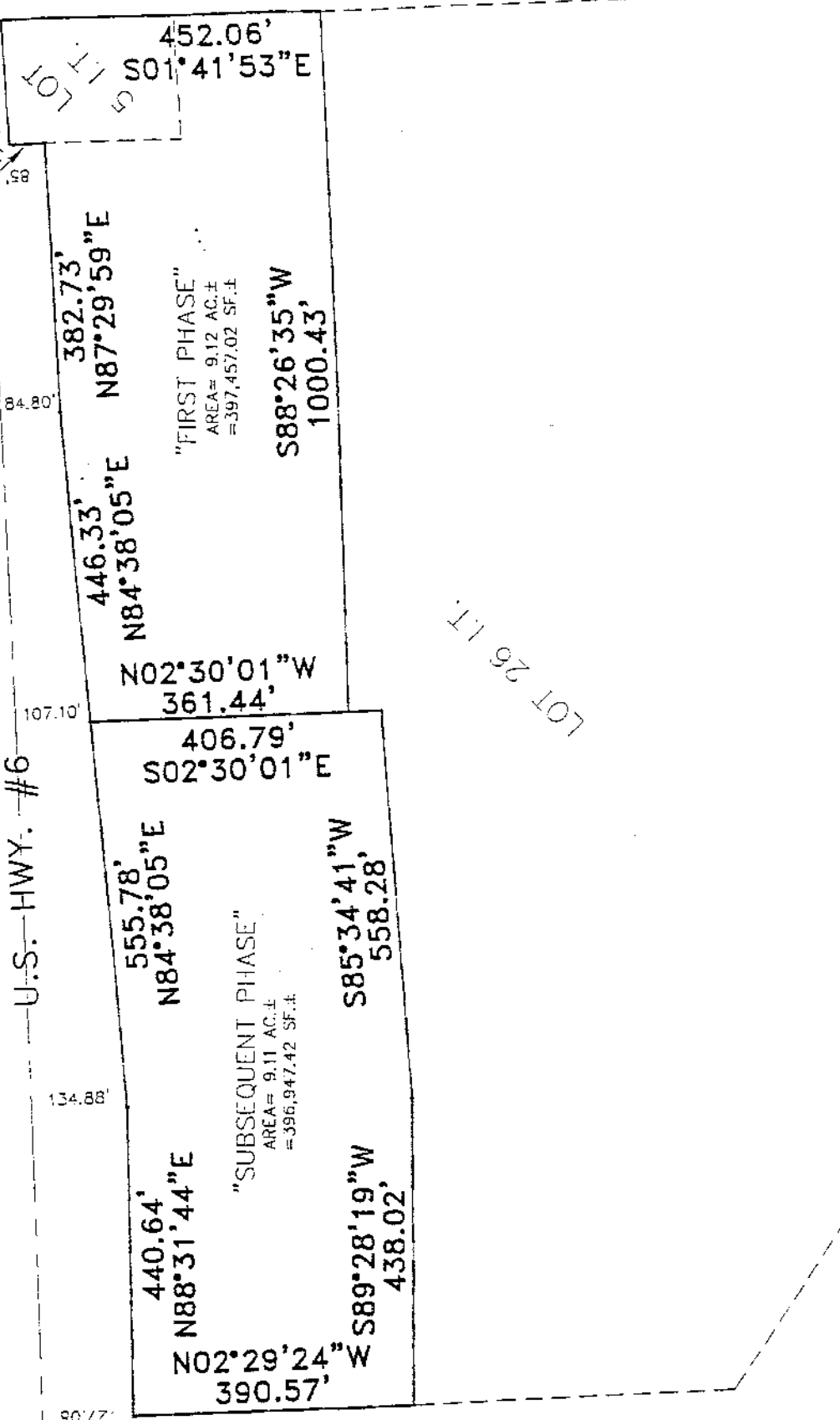
JULY 5, 2001 (11:52AM)
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NE CORNER
25-10-5
N87°29'59"E
178.12'

N02°30'01"W
51.80'

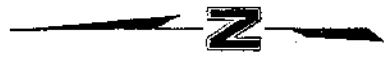
U.S. HWY. #6

N. 1/4 CORNER
25-10-5



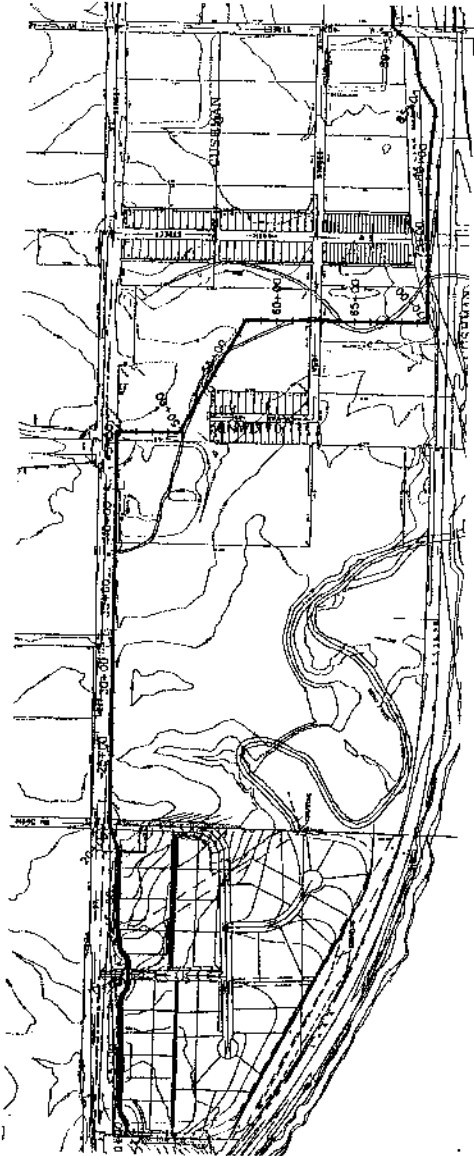
LOT 26 LT.

LOT 26 LT.

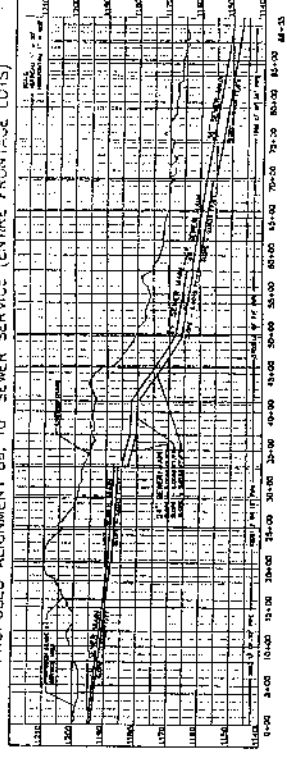


SCALE: N.T.S.

F:\PROJECTS\990718\MIKE.JARLEVANNEX.DWG 7501 94624



PROPOSED ALIGNMENT 85.10" SEWER SERVICE (ENTIRE FRONTAGE LOTS)



LINCOLN, NEBRASKA 2001
 Project No. 99-0218
 Drawing No. 99-0218-1
 SHEET 1 OF 1

O & R DEVELOPMENT
 PROPOSED ALIGNMENT

Attachment "D"