

07R-25

Introduce: 1-22-07

RESOLUTION NO. A- 84405

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

2 That the agreement titled Agreement Regarding the Annexation of Firethorn, which is

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

4 of Lincoln and Firethorn Golf Company LLC and Firethorn Utility Service Company, outlining certain

5 conditions and understandings relating to the annexation of approximately 303.66 acres of property

6 generally located northeast of the intersection of S. 84th Street and Pioneers Blvd., is approved.

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

8 Agreement on behalf of the City.

9 *6/15* BE IT FURTHER RESOLVED that the City Clerk is directed to return two fully executed

10 copies of this Agreement to Rick Peo, Chief Assistant City Attorney, for distribution to the Owner.

11 BE IT FURTHER RESOLVED that the City Clerk is directed to record the Annexation

12 Agreement or a summary memorandum thereof with the Register of Deeds, filing fees to be paid

13 by the Firethorn Golf Company LLC and Firethorn Utility Service Company.

See following page.

Introduced by:

*Robin Gschel*

AYES: Camp, Cook, Emery,  
Eschliman, Marvin, Spatz,  
Svoboda; NAYS: None.

Approved as to Form and Legality:

*[Signature]*  
City Attorney

Approved this *13<sup>th</sup>* day of *June*, 2007:

*[Signature]*

Mayor

**ADOPTED**  
JUN 11 2007  
BY CITY COUNCIL

07R-25

BE IT RESOLVED that the City Clerk is directed to send a copy of the Annexation Agreement to the Impact Fee Administrator.

**07R-25**

1/22/07 Council Proceedings:

COOK Moved to place Bill No. 07R-25 on Pending to 2/5/07.  
Seconded by Marvin & carried by the following vote: AYES: Camp, Cook, Marvin, McRoy, Newman, Svoboda; NAYS: None; ABSENT: Eschliman.

1/29/07 Council Proceedings:

COOK Moved to place Bill No. 07R-25 to Pending w/no date certain.  
Seconded by McRoy & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Svoboda; NAYS: None; ABSENT: Newman.

5/21/07 Council Proceedings:

CAMP Moved to remove Bill No. 07R-25 from Pending to have Public Hearing on June 4, 2007.  
Seconded by Svoboda & carried by the following vote: AYES: Camp, Cook, Emery, Eschliman, Marvin, Spatz, Svoboda; NAYS: None.

June 11, 2007 Council Proceedings:

Cook Moved to amend Bill No. 07R-25 on page 1, after line 13, by inserting the following: BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of the Annexation Agreement to Michaela Hansen Impact Fee Administrator.

Seconded by Svoboda & carried by the following vote: AYES: Camp, Cook, Emery, Eschliman, Marvin, Spatz, Svoboda; NAYS: None.

CAMP Moved a friendly amendment to delete Michaela Hansen and replace with "the".  
Seconded by Svoboda & carried by the following vote: AYES: Camp, Cook, Emery, Eschliman, Marvin, Spatz, Svoboda; NAYS: None.

June 11, 2007 Council Proceedings:

SVOBODA Moved to amend Bill No. 07R-25 by Substituting the attached Agreement Regarding the Annexation of Firethorn (Attachment "A") between the City of Lincoln, Nebraska and Firethorn Golf Company LLC and Firethorn Utility Service Company for the Agreement attached to Bill No. 07R-25.

Seconded by Cook & carried by the following vote: AYES: Camp, Cook, Emery, Eschliman, Marvin, Spatz, Svoboda; NAYS: None.

07R-25

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 07R-25 in the following manner:

- 1. On page 1, after line 13, insert the following:

BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of  
the Annexation Agreement to ~~Michaela Hansen~~ Impact Fee Administrator.  
*the*

Introduced by:

*Jonathan Cook*  
 \_\_\_\_\_

Approved as to Form & Legality:

*Art* *Richard*  
 \_\_\_\_\_  
 City Attorney

Requested by: Michaela Hansen

Reason for Request: To insure that she has a copy of the provisions regarding reimbursement of improvement costs from impact fees.

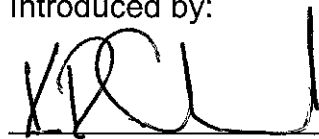
07R-25

MOTION TO AMEND NO. 2

I hereby move to amend Bill No. 07R-25 in the following manner:

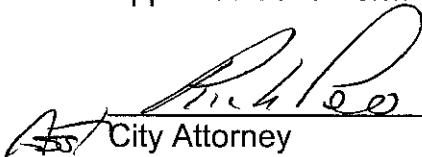
1. Substitute the attached Agreement Regarding the Annexation of Firethorn (Attachment "A") between the City of Lincoln, Nebraska and Firethorn Golf Company LLC and Firethorn Utility Service Company for the Agreement attached to Bill No. 07R-25.

Introduced by:




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Approved as to Form & Legality:




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City Attorney

Requested by: Permittees, Law Department and Public Works & Utilities

Reason for Request: To incorporate additional requirements and attachments.

**AGREEMENT REGARDING THE ANNEXATION  
OF FIRETHORN**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of June 2007, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation (the "City"); **FIRETHORN GOLF COMPANY, L.L.C.**, a Nebraska limited liability company; and **FIRETHORN UTILITY SERVICE COMPANY** (hereinafter "FUSC"). Firethorn Golf Company, L.L.C. and FUSC are hereinafter collectively referred to as "Firethorn."

**RECITALS**

A. The City is presently considering Firethorn's request that the City annex a portion of the area included within the Firethorn Community Unit Plan (Special Permit No. 872E), hereinafter referred to as the "Property." The Property is legally described on Attachment A and incorporated herein by this reference.

B. The parties are agreeable to such annexation provided there is an agreement regarding cost responsibilities for municipal services associated with annexation, maintenance responsibilities, and other appropriate matters relating to the annexation.

C. It will be necessary to obtain approval from Rural Water District No. 1, Lancaster County, Nebraska, hereinafter "District No. 1" in order for the City to furnish water service to that portion of the Property located within the boundaries of District No.1. The City is willing to annex the Property as requested by Firethorn provided Firethorn agrees to pay all of the cost needed to obtain approval from District No. 1 for the City to furnish water for that portion of the Property located within the boundaries of District No. 1.

D. The Property is located within a rural fire protection district. *Neb. Rev. Stat. §35-514*, dealing with the City's annexation of territory from rural fire protection districts, provides in part that: "(7) Areas duly incorporated within the boundaries of a municipality shall be automatically annexed from the boundaries of the district notwithstanding the provisions of §31-766 and shall not be subject to further tax levy or other charges by the district, except that before the annexation is complete, the municipality shall assume and pay that portion of all outstanding obligations of the district which would otherwise constitute an obligation of the area annexed or incorporated." The City is willing to annex the Property as requested by Firethorn provided Firethorn agrees to pay all costs needed for the City to assume and pay that portion of all outstanding obligations of the district which would otherwise constitute an obligation of the Property being annexed.

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

1. **Annexation by City.** The City shall annex the Property on the terms and conditions set forth in this Agreement.

2. **City Approvals.** The City agrees to approve Change of Zone No. 06077 to rezone the Property from AG-R Agricultural Residential District to R-1 Residential District and the

Firethorn Amendment to the Community Unit Plan Special Permit No. 872F.

3. **Records.** Firethorn shall provide to the City all of its drawings and records related to its infrastructure improvements (water, storm sewer, sanitary sewer, all meters and roads). The drawings and records will be provided in their current condition, without warranty, and Firethorn shall have no obligation to provide any new or additional drawings or records.

4. **Sanitary Sewer.**

(a) **Private Sanitary Sewer System.** Firethorn will maintain the existing private sanitary sewer system that currently sewers the Property. The system currently utilizes a pump station in the northeast corner of the Property ("Pump Station") to pump the wastewater to a constructed wetland treatment system. Firethorn at its own cost and expense shall properly abandon the constructed wetland treatment system and construct, generally as shown on Attachment C attached hereto, a force main from the Pump Station approximately 4,700 feet Southwest to Manhole E1W-23 at 85th Street and Pioneers Boulevard. Firethorn shall be permitted to construct, maintain and repair such force main in the City right-of-way in Pioneers Boulevard. No additional fees or permits shall be required by the City in connection with the construction of such force main. Firethorn will remain responsible for all maintenance on the private sanitary sewer system.

(b) The City will accept the existing wastewater flow from Firethorn at Manhole E1W-23. Prior to any additional development occurring Firethorn, at its own cost and expense through the City's Executive Order construction process, shall replace a section of undersized eight-inch sanitary sewer main in Pioneers Boulevard, from Manhole D1E-297 to D1E-443, approximately 1240 feet, with a ten-inch diameter pipe. The City is responsible for all maintenance and repairs on City's sanitary system starting at Manhole E1W-23. The maximum allowable development is five hundred forty five (545) dwelling units, including the existing 131 dwelling units, and the clubhouse, without additional infrastructure upsizing. Until such time as individual water meters are installed on all of the existing residences within Firethorn, FUSC will install a city-approved meter on the main lift station pump to meter the flow of wastewater through the force main and pay the City wastewater fees and service charges at the rate in effect for each billing per unit (1 unit equals 100 cubic feet or 748 gallons) charged to residential customers based on the total cubic feet of wastewater being forced through the main. FUSC will be reimbursed for such wastewater fees and service charges from the homeowners within Firethorn. At such time as water meters are installed in all of the existing residences within Firethorn, the City will bill individual homeowners and Firethorn, with respect to the clubhouse, the wastewater fee based on the previous winter's water usage and the discharge meter will be discontinued. The City and FUSC will coordinate such change in billing, which is estimated to occur in Spring 2009 with the wastewater fees based on the 2008-09 winter water usage.

(c) **Pump Station.** The existing Pump Station will be replaced by a new pump station to be owned, maintained and operated by FUSC. FUSC will remove the new pump station when construction of the public trunk sewer to serve the Property is completed.

(d) **Transfer of Ownership.** Upon completion of the public gravity trunk sewer to serve the Property, Firethorn shall have the right, but not the obligation, to convey the internal sewer mains

throughout the Property to the City and the City agrees to accept ownership of the internal sewer mains and incorporate them into the City's Wastewater System. Notwithstanding the above, Firethorn agrees that the City may inspect the mains prior to accepting ownership thereof. Firethorn further agrees to repair any deficiencies noted at no cost to the City, but Firethorn shall not be required to cause the system to comply with current City standards. Firethorn further agrees to convey or grant to the City thirty-foot wide permanent easements in order to maintain, repair, replace, or reconstruct the internal sewer mains located on the Property. Firethorn further agrees to convey at no cost any other permanent and temporary easements necessary for the City to install the permanent gravity sewers to serve Firethorn and/or adjacent properties, at such locations as are reflected on the Firethorn 24<sup>th</sup> Addition Preliminary Plat or otherwise acceptable to Firethorn. Firethorn will not be responsible for the installation of such future internal sewer mains reflected on the plat necessary to connect the real property located upstream on the south side of Pioneers Boulevard to the trunk sewer main to be constructed in South 98<sup>th</sup> Street, except that Firethorn shall be responsible for the cost to extend the Firethorn system from the pump station to such trunk sewer main. The City reserves the right to tie onto the Firethorn system upon completion of the public gravity trunk sewer main to serve the Property and the real property located upstream on the south side of Pioneers Boulevard.

(e) Inspections of Connections to Private Sanitary Sewer System. FUSC shall use its best efforts to inspect each residence at Firethorn to verify that heat pumps and sump pumps are not connected to the private sanitary sewer system. FUSC further agrees to disconnect or cause any heat pumps and/or sump pumps so connected to be disconnected from the private sanitary sewer system prior to the City receiving discharge from the pump station. FUSC will produce a written report summarizing the sump and heat pump disconnections. In the event FUSC is unable to obtain access to any residences at Firethorn, the City will assist FUSC with obtaining access for such inspection.

## 5. Water.

(a) Water System. Firethorn shall construct an entirely new water distribution system to serve the Property generally as shown on Attachment B attached hereto, including a 16-inch water main in Pioneers Boulevard from 85<sup>th</sup> Street to 95<sup>th</sup> Street adequate to loop all parts of the system serving the Property. The work, including a street grade study in Pioneers Boulevard to determine an acceptable location for installation of the main with respect to future street alignment and grades, shall be performed under the City's Executive Order contract process. All costs to construct the new water distribution system and connect the Property to the City water system shall be borne by Firethorn, except that the City agrees to subsidize Firethorn for the cost of the 12-inch water main in excess of the equivalent cost of an 8-inch water main within sixty (60) days following completion of construction (except for the City's fixed fee for engineering services). The City agrees to reimburse Firethorn for the cost of the street grade study and the 16-inch water main in excess of the equivalent cost of an 8-inch water main from Directed Water Distribution and/or Arterial Street Impact Fees, as appropriate, from existing and new residences within the Property and any additional property developed which is served by such 16-inch water main. Reimbursement shall be subject to the following conditions:

(i) The reimbursement shall be paid quarterly from the Water Distribution



Impact Fees collected from the Property;

- (ii) Firethorn shall not be entitled to any reimbursement of said costs in excess of the Water Distribution Impact Fees actually received;
- (iii) Any reimbursement to be paid from such Impact Fees shall not constitute a general obligation or debt of the City.

Notwithstanding the foregoing, the City agrees to use its best efforts to reimburse Firethorn for the cost of the 16-inch water main in excess of the equivalent cost of an 8-inch water main within seven (7) years from the date the Property is annexed if funding for such improvements is included in the City's Six-Year Capital Improvement Program. Firethorn understands and agrees that if the amount of the City's subsidies exceeds \$10,000, the contract for the construction of the water mains shall be awarded only after competitive bidding in accordance with City procedures. Firethorn agrees to complete said work within two years from the date the Property is annexed by the City.

(b) Water Meters. Firethorn understands and acknowledges that each person connecting to the City's water system is responsible to obtain a tap permit and pay for the water meter, the new supply pipe, stop box, service pipe and meter valves.

(c) Water Pressure. Firethorn will provide reasonable notice to the lot owners in advance of any changes which may increase pressure and the possible consequences to residential appliances, plumbing and systems.

(d) Ownership of Existing Water Main. The existing private water distribution system owned by FUSC may continue to be owned, maintained and operated by FUSC, but only for irrigation and heat pump use. Every property connected to the private water system for either irrigation or heat pump purposes shall have a backflow preventer installed behind the new water meter at no cost to the City. A backflow preventer shall also be required for any property served by a private well, in addition to the City's public water system.

(e) Easements. Required easements for construction of the public water mains to serve the Property will be dedicated by Firethorn to the City without cost, at such locations as are acceptable to Firethorn.

## **6. Streets and Other Improvements.**

(a) Roads. FUSC will continue to own and maintain the private roadway system located upon the Property. Firethorn will be responsible at its own cost and expense to construct asphalt paved left-turn lanes at all existing intersections with Pioneers Boulevard and Van Dorn Street. These intersection improvements shall be constructed through the City's executive order construction process and shall be completed by November 30 following the approval of this Agreement by the City.

(b) 98th Street. 98th Street may remain as a gravel road until such time as the County and/or the City paves the roadway.

(c) 88<sup>th</sup> Street. The City shall consent to and/or approve the vacation of the North 530' of South 88<sup>th</sup> Street by Lancaster County, subject to a reservation of utility easements therein.

7. **Parks.** Firethorn shall have the right, but not the obligation, to donate an approximately one-fourth (1/4) acre of land measuring at least 100 feet by 100 feet as a neighborhood park in a location and configuration satisfactory to the Parks and Recreation Department. Firethorn further agrees to permanently and continuously be responsible for mowing the grass; provided that such obligation may be transferred to a permanent lawfully created association of property owners who agree to be responsible for such mowing. Neighborhood Park & Trail Impact Fees shall not be due with respect to the existing residences at Firethorn and shall only be collected from the construction of new residences on the Property. The City agrees to accept the donation and further agrees that any Neighborhood Park & Trail Impact Fees collected from development on the Property will be spent on equipping the park.

8. **Security.** Firethorn shall provide the City a bond, letter of credit, escrow or other security agreement, approved by the City Attorney to insure Firethorn's obligations for the cost of the improvements described in this Agreement upon annexation of the Property. The City shall release such security in phases as and when construction of the improvements described in this Agreement is completed.

9. **District No. 1.** Firethorn understands and acknowledges that the City may not furnish water to serve that portion of the Property lying within the boundaries of District No. 1 without the consent and approval of District No. 1. Firethorn desires to be connected to the City's public water system and therefore agrees to pay all the cost needed to obtain District No. 1's approval for the City to furnish water to the Property lying within the boundaries of District No. 1.

10. **Contribution for Rural Fire District.** Firethorn understands and acknowledges that the City may not annex the Property lying within the boundaries of the Southeast Rural Fire District except by the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the Property being annexed. Firethorn desires to be annexed by the City and therefore agrees to pay the amount which must be paid to the Southeast Rural Fire Protection District in order for the annexation to be complete. The parties anticipate that no payment shall be required.

11. **Future Cost Responsibilities.** Firethorn understands and acknowledges that the proposed development of the Property, including the connection to the City water and wastewater system shall be subject to the payment of impact fees. Specifically, new lots developed within the Property being annexed will pay Arterial Street Impact Fees based upon the Impact Fee Schedule in effect on the date the Property is developed. Existing residences will not be required to pay Arterial Street Impact Fees. Existing residences and new lots developed on the Property will pay Water Distribution, Water Supply, and Wastewater Impact Fees based upon the Impact Fee Schedules in effect on the date of connection. Notwithstanding the above, Firethorn Golf Company, LLC agrees to be responsible for the payment of Water Distribution and Water System Impact Fees for the 129 existing residences within the Property based on a one inch (1") water meter and any connections of the golf course clubhouse and other facilities to the City water and wastewater system.

The impact fee will be based upon the Impact Fee Schedule in effect on the date of connection to the City water system. Firethorn Golf Company, LLC will be further responsible for payment of the Wastewater Impact Fee for the existing 129 residences within the Property based on a one inch (1") water meter. The impact fee will be based upon the Impact Fee Schedule in effect on the date the individual residence is connected to the City water system. Residents of the area being annexed will pay the standard City water and sewer rates upon connection. In the event any of the owners of existing 129 residences elect to install a water meter larger than one inch (1"), such owner shall be responsible for the additional Water Distribution, Water System and Wastewater Impact Fees due as a result of any increase in the size of the water meter.

12. **Conservation Easements.** The City shall execute and record the amendments to the Declarations of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act recorded in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 98-049864 and No. 98049865, in the form attached hereto as Exhibit A-1 and A-2.

13. **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 inure to and run with the Property.

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

15. **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.

16. **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.

17. **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.

18. **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.

19. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Firethorn, 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.

20. **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.

21. **Default.** Firethorn and City agree that the annexation promotes the public health, safety, and welfare so long as Firethorn fulfills all of the conditions and responsibilities set forth in this Agreement. In the event Firethorn defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may take such remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.


22. **Definitions.** For purposes of this Agreement, the words and phrases "cost" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, construction costs, publication costs, financing costs, and related miscellaneous costs. For the purposes of this Agreement the words and phrases "building permit", "development", "Impact Fee Facility", "Impact Fee Facility Improvement", and "site-related improvements" shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.

23. **Engineering Services.** Uniform procedure for the selection of professional consultants set forth in Executive Order No. 58026 dated August 5, 2003, need not be utilized to select the engineer to design the required improvements to be installed by Firethorn under this Agreement. Olsson Associates has performed preliminary design work and the continued utilization of Olsson Associates will avoid delay, inefficiencies, lack of coordination, and duplication of effort. Notwithstanding the above, the use of Olsson Associates or any other engineer is subject to the City's prior approval of the engineer's scope of services and engineer's fee.

24. **Recordation.** This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Firethorn's cost and expense.

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

**CITY OF LINCOLN, NEBRASKA**  
a municipal corporation

By:   
Chris Beutler, Mayor of Lincoln

**FIRETHORN GOLF COMPANY, L.L.C.,**  
a Nebraska limited liability company

By: Mark A. Wible  
Mark A. Wible, Managing Member

**FIRETHORN UTILITY SERVICE COMPANY**

By: Mark A. Wible  
Mark A. Wible, President

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June 2007,  
by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June,  
2007, by Mark A. Wible, Managing Member of Firethorn Golf Company, L.L.C., a Nebraska  
limited liability company, on behalf of the limited liability company.



Jennifer J. Strand  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2007, by Mark A. Wible, President of Firethorn Utility Service Co., a Nebraska corporation, on behalf of the corporation.

Jennifer Strand  
Notary Public



LIST OF ATTACHMENTS/EXHIBITS:

Attachment A – Legal Description

Attachment B – Firethorn Water Main Improvements

Attachment C – Firethorn Sanitary Sewer and Road Improvements

Exhibit A-1 – Amendment to Conservation Easement 98-049864

Exhibit A-2 – Amendment to Conservation Easement 98-049865

# ATTACHMENT A

DEC - 4 2011

## LEGAL DESCRIPTION ANNEXATION/CHANGE OF ZONE

E

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF LOT 5 I.T., A PORTION OF LOT 38 I.T., A PORTION OF SOUTH 88<sup>TH</sup> STREET RIGHT-OF-WAY, A PORTION OF OUTLOT "C" FIRETHORN ADDITION, OUTLOTS "B", "D" AND "E", FIRETHORN ADDITION, LOTS 1 THROUGH 4, BLOCK 1, FIRETHORN ADDITION, LOTS 1 THROUGH 3, BLOCK 2, FIRETHORN ADDITION, LOTS 8 THROUGH 10, BLOCK 2, FIRETHORN ADDITION, LOTS 13 THROUGH 37, BLOCK 2, FIRETHORN ADDITION, AND LOTS 41 THROUGH 51, BLOCK 2 FIRETHORN ADDITION, OUTLOT "B" AND CLUB HOUSE AREA, FIRETHORN 2<sup>ND</sup> ADDITION, LOT 3 BLOCK 1, FIRETHORN 2<sup>ND</sup> ADDITION, LOTS 4 THROUGH 24, BLOCK 2, FIRETHORN 2<sup>ND</sup> ADDITION, OUTLOT "C" FIRETHORN 3<sup>RD</sup> ADDITION, A PORTION OF LOTS 1 AND 2, FIRETHORN 3<sup>RD</sup> ADDITION, LOTS 1 THROUGH 7, AND LOTS 9 THROUGH 40, FIRETHORN 6<sup>TH</sup> ADDITION, OUTLOT "A", FIRETHORN 7<sup>TH</sup> ADDITION, OUTLOT "C", FIRETHORN 7<sup>TH</sup> ADDITION, LOTS 1 AND 2, BLOCK 1, FIRETHORN 7<sup>TH</sup> ADDITION, LOTS 2 AND 3, BLOCK 2, FIRETHORN 7<sup>TH</sup> ADDITION, LOT 1 BLOCK 3, FIRETHORN 7<sup>TH</sup> ADDITION, OUTLOT "A" FIRETHORN 8<sup>TH</sup> ADDITION, LOT 1 FIRETHORN 8<sup>TH</sup> ADDITION, LOT 1 FIRETHORN 10<sup>TH</sup> ADDITION, A TRACT OF LAND COMPOSED OF VACATED ORDINANCE NO. 98-2670, FIRETHORN 10<sup>TH</sup> ADDITION, LOT 1 FIRETHORN 11<sup>TH</sup> ADDITION, OUTLOT "A", AND LOT 1, FIRETHORN 12<sup>TH</sup> ADDITION, OUTLOT "A" FIRETHORN 13<sup>TH</sup> ADDITION, LOT 1 FIRETHORN 13<sup>TH</sup> ADDITION, A PORTION OF OUTLOT "A" FIRETHORN 15<sup>TH</sup> ADDITION, LOTS 2 THROUGH 8, BLOCK 1, FIRETHORN 15<sup>TH</sup> ADDITION, OUTLOT "D" FIRETHORN 17<sup>TH</sup> ADDITION, A PORTION OF OUTLOT "E" FIRETHORN 17<sup>TH</sup> ADDITION, OUTLOTS "A" AND "B" FIRETHORN 18<sup>TH</sup> ADDITION, A PORTION OF OUTLOT "A" FIRETHORN 20<sup>TH</sup> ADDITION, LOTS 1 THROUGH 14, BLOCK 1, FIRETHORN 20<sup>TH</sup> ADDITION, OUTLOT "A", AND LOT 1, FIRETHORN 22<sup>ND</sup> ADDITION, LOTS 1 AND 2 FIRETHORN 23<sup>RD</sup> ADDITION, ALL LOCATED IN SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 449.82 FEET TO A POINT, THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A", FIRETHORN 20<sup>TH</sup> ADDITION, SAID POINT BEING ON THE NORTH LINE OF PIONEERS BOULEVARD RIGHT-OF-WAY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 49 MINUTES 45 SECONDS



WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", AND THE SOUTH LINE OF OUTLOT "A" FIRETHORN 22<sup>ND</sup> ADDITION, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 242.93 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 275.86 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 570.00 FEET, ARC LENGTH OF 343.44 FEET, DELTA ANGLE OF 34 DEGREES 31 MINUTES 20 SECONDS, A CHORD BEARING OF NORTH 17 DEGREES 18 MINUTES 44 SECONDS WEST ALONG S WEST LINE OF SAID OUTLOT "A", AND A CHORD LENGTH OF 338.27 FEET TO SOUTHEAST CORNER OF LOT 8, BLOCK 1, FIRETHORN 15<sup>TH</sup> ADDITION, THENCE NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 523.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, SAID POINT BEING ON A EAST LINE OF OUTLOT "A" FIRETHORN 15<sup>TH</sup> ADDITION, THENCE SOUTH 00 DEGREES 29 MINUTES 32 SECONDS WEST ALONG A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 598.51 FEET TO A SOUTHEAST CORNER OF SAID OUTLOT "A", THENCE NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", AND THE SOUTH LINE OF OUTLOT "A" FIRETHORN 12<sup>TH</sup> ADDITION, SAID LINE BEING ON THE NORTH LINE OF PIONEERS BOULEVARD RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,323.02 FEET TO SOUTH CORNER OF SAID OUTLOT "A", THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", AND A SOUTH LINE OF OUTLOT "A" 15<sup>TH</sup> ADDITION, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 600.39 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 00 DEGREES 40 MINUTES 06 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 1,003.59 FEET TO A SOUTHEAST CORNER OF LOT 5 I.T., THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 5 I.T., A DISTANCE OF 630.78 FEET TO THE NORTHEAST CORNER OF SOUTH 88<sup>TH</sup> STREET RIGHT-OF-WAY, THENCE SOUTH 00 DEGREES 33 MINUTES 37 SECONDS WEST ALONG A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 144.19 FEET TO A POINT, THENCE NORTH 89 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 359.96 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 38 I.T., THENCE NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST ALONG A WEST LINE OF SAID LOT 38 I.T., A DISTANCE OF 150.42 FEET TO NORTHEAST CORNER OF LOT 42 I.T., THENCE NORTH 89

DEGREES 44 MINUTES 17 SECONDS WEST ALONG A NORTH LINE OF SAID LOT 42 I.T., A DISTANCE OF 170.13 FEET TO THE SOUTHEAST CORNER OF LOT 40 I.T., THENCE NORTH 00 DEGREES 45 MINUTES 37 SECONDS EAST ALONG A EAST LINE OF SAID LOT 40 I.T., A DISTANCE OF 257.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 40 I.T., THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS WEST ALONG A NORTH LINE OF SAID LOT 40 I.T., A DISTANCE OF 237.02 FEET TO THE SOUTHWEST CORNER OF OUTLOT "C" FIRETHORN 3<sup>RD</sup> ADDITION, THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "C" AND THE EXTENSION OF THE WEST LINE OF SAID OUTLOT "C", A DISTANCE OF 1,322.05 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE REMAINING PORTION OF LOT 1 FIRETHORN 3<sup>RD</sup> ADDITION, THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG A NORTH LINE OF SAID REMAINING PORTION OF LOT 1, AND A NORTH LINE OF OUTLOT "A" FIRETHORN 18<sup>TH</sup> ADDITION, A DISTANCE OF 203.99 FEET TO A NORTH CORNER OF SAID OUTLOT "A", THENCE NORTH 39 DEGREES 11 MINUTES 09 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 632.24 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 54 DEGREES 59 MINUTES 09 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 842.65 FEET TO THE NORTH CORNER OF SAID OUTLOT "A" THENCE NORTH 17 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 61.35 FEET TO THE SOUTHEAST CORNER OF LOT 4 BLOCK 1 FIRETHORN 17<sup>TH</sup> ADDITION, THENCE SOUTH 60 DEGREES 00 MINUTES 14 SECONDS EAST ALONG A NORTHEAST LINE OF OUTLOT "E" FIRETHORN 17<sup>TH</sup> ADDITION, A DISTANCE OF 26.79 FEET TO A POINT, TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23 DEGREES 56 MINUTES 44 SECONDS, A RADIUS OF 906.62 FEET, AN ARC LENGTH OF 378.90 FEET, A TANGENT LENGTH OF 192.26 FEET, A CHORD LENGTH OF 376.15 FEET, AND A CHORD BEARING OF SOUTH 48 DEGREES 01 MINUTES 52 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "E" TO A POINT OF TANGENCY, THENCE SOUTH 36 DEGREES 03 MINUTES 30 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "E", A DISTANCE OF 176.02 FEET TO A NORTH CORNER OF SAID OUTLOT "E", THENCE NORTH 53 DEGREES 56 MINUTES 30 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "E", A DISTANCE OF 52.25 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 53 DEGREES 42 MINUTES 51 SECONDS, A RADIUS OF 520.00 FEET, AN ARC LENGTH OF 487.49 FEET, A TANGENT LENGTH OF 263.32 FEET, A CHORD LENGTH OF 469.84 FEET, AND A CHORD BEARING OF NORTH 27 DEGREES 05 MINUTES 04 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "E" TO A POINT OF INTERSECTION WITH THE WEST LINE OF OUTLOT "C" FIRETHORN ADDITION, THENCE NORTH 00 DEGREES 14

MINUTES 05 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "C", A DISTANCE OF 953.78 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 45 DEGREES 00 MINUTES 03 SECONDS, A RADIUS OF 313.43 FEET, AN ARC LENGTH OF 246.17 FEET, A TANGENT LENGTH OF 129.83 FEET, A CHORD LENGTH OF 239.89 FEET, AND A CHORD BEARING OF NORTH 22 DEGREES 43 MINUTES 44 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "C" TO A POINT OF TANGENCY, THENCE NORTH 45 DEGREES 13 MINUTES 46 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 209.38 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 40 DEGREES 48 MINUTES 23 SECONDS, A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 85.46 FEET, A TANGENT LENGTH OF 44.64 FEET, A CHORD LENGTH OF 83.67 FEET, AND A CHORD BEARING OF NORTH 24 DEGREES 49 MINUTES 34 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "C" TO A POINT, THENCE SOUTH 85 DEGREES 34 MINUTES 37 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT, THENCE SOUTH 85 DEGREES 59 MINUTES 15 SECONDS EAST, A DISTANCE OF 142.56 FEET TO A POINT, THENCE SOUTH 10 DEGREES 21 MINUTES 10 SECONDS WEST, A DISTANCE OF 72.22 FEET TO A POINT, THENCE SOUTH 20 DEGREES 41 MINUTES 38 SECONDS WEST, A DISTANCE OF 85.42 FEET TO A POINT, THENCE SOUTH 40 DEGREES 24 MINUTES 07 SECONDS WEST, A DISTANCE OF 266.59 FEET TO THE EAST CORNER OF LOT 1 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 29 DEGREES 43 MINUTES 21 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 105.90 FEET TO THE NORTHEAST CORNER OF LOT 2 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG A EAST LINE OF SAID LOT 2, AND THE EAST LINE OF LINE OF LOT 3 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 89 DEGREES 47 MINUTES 44 SECONDS EAST ALONG A NORTH LINE OF OUTLOT "C" FIRETHORN ADDITION, A DISTANCE OF 109.90 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 17 DEGREES 34 MINUTES 35 SECONDS, A RADIUS OF 573.02 FEET, AN ARC LENGTH OF 175.78 FEET, A TANGENT LENGTH OF 88.59 FEET, A CHORD LENGTH OF 175.10 FEET, AND A CHORD BEARING OF NORTH 81 DEGREES 24 MINUTES 59 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C" TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 FIRETHORN 7<sup>TH</sup> ADDITION, THENCE NORTH 17 DEGREES 26 MINUTES 00 SECONDS WEST ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 170.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 59 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 121.67 FEET TO A NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 41 DEGREES

36 MINUTES 35 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 1, AND A NORTHWEST LINE OF LOT 2 BLOCK 1 FIRETHORN 7<sup>TH</sup> ADDITION, A DISTANCE OF 243.49 FEET TO A NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 58 DEGREES 11 MINUTES 50 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 219.31 FEET TO THE NORTH CORNER OF SAID LOT 2, THENCE SOUTH 27 DEGREES 43 MINUTES 33 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET TO THE EAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE NORTH LINE OF OUTLOT "C" FIRETHORN ADDITION, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 08 DEGREES 17 MINUTES 29 SECONDS, A RADIUS OF 352.09 FEET, AN ARC LENGTH OF 50.95 FEET, A TANGENT LENGTH OF 25.52 FEET, A CHORD LENGTH OF 50.91 FEET, AND A CHORD BEARING OF NORTH 66 DEGREES 09 MINUTES 35 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C" TO A NORTH CORNER OF SAID OUTLOT "C", THENCE NORTH 57 DEGREES 29 MINUTES 59 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C", A DISTANCE OF 39.69 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 27 DEGREES 14 MINUTES 38 SECONDS, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 7.13 FEET, A TANGENT LENGTH OF 3.63 FEET, A CHORD LENGTH OF 7.07 FEET, AND A CHORD BEARING OF NORTH 39 DEGREES 29 MINUTES 13 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C" TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 84 DEGREES 45 MINUTES 32 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 88.76 FEET, A TANGENT LENGTH OF 54.75 FEET, A CHORD LENGTH OF 80.88 FEET, AND A CHORD BEARING OF NORTH 68 DEGREES 14 MINUTES 40 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C" TO THE WEST CORNER OF LOT 8 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 21 DEGREES 18 MINUTES 12 SECONDS EAST ALONG A WEST LINE OF SAID LOT 8, A DISTANCE OF 65.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, THENCE SOUTH 83 DEGREES 34 MINUTES 52 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 8, A DISTANCE OF 180.00 FEET TO A NORTH CORNER OF SAID LOT 8, THENCE SOUTH 62 DEGREES 36 MINUTES 01 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 8, A DISTANCE OF 90.00 FEET TO THE EAST CORNER OF SAID LOT 8, THENCE SOUTH 43 DEGREES 18 MINUTES 35 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 8, AND THE SOUTHEAST LINE OF LOT 9 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 427.24 FEET TO THE SOUTH CORNER OF SAID OUTLOT 9, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 10 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 58 DEGREES 44 MINUTES 18 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 10, A DISTANCE OF 95.68 FEET TO THE

EAST CORNER OF LOT 2 FIRETHORN 23<sup>RD</sup> ADDITION, THENCE SOUTH 39 DEGREES 06 MINUTES 47 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 2, A DISTANCE OF 185.73 FEET TO THE SOUTH CORNER OF SAID LOT 2, SAID POINT BEING THE EAST CORNER OF LOT 1 FIRETHORN 23<sup>RD</sup> ADDITION, THENCE SOUTH 51 DEGREES 19 MINUTES 08 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 190.77 FEET TO THE EAST CORNER OF LOT 13 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 64 DEGREES 20 MINUTES 05 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 13, A DISTANCE OF 191.03 FEET TO THE SOUTH CORNER OF SAID LOT 13, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 77 DEGREES 33 MINUTES 04 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 14, A DISTANCE OF 191.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, THENCE NORTH 05 DEGREES 50 MINUTES 26 SECONDS WEST ALONG A WEST LINE OF SAID LOT 14, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 14, SAID POINT BEING ON THE SOUTH LINE OF OUTLOT "C" FIRETHORN ADDITION TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 05 DEGREES 41 MINUTES 55 SECONDS, A RADIUS OF 671.75 FEET, AN ARC LENGTH OF 66.81 FEET, A TANGENT LENGTH OF 33.43 FEET, A CHORD LENGTH OF 66.78 FEET, AND A CHORD BEARING OF SOUTH 87 DEGREES 14 MINUTES 10 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "C" TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 48 MINUTES 56 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "C", A DISTANCE OF 59.90 FEET TO THE NORTHEAST CORNER OF LOT 15 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 02 DEGREES 01 MINUTES 06 SECONDS EAST ALONG A EAST LINE OF SAID LOT 15, AND THE EAST LINE OF LOTS 16, 17, 18, 19 AND OUTLOT "B" BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 773.60 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "B", THENCE NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 230.31 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON THE EAST LINE OF A TRACT OF LAND REFERRED TO IN VACATED ORDINANCE NO. 98-2670, THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG A EAST LINE OF A TRACT OF LAND REFERRED TO IN VACATED ORDINANCE NO. 98-2670, A DISTANCE OF 275.68 FEET TO THE NORTHWEST CORNER OF LOT 20 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 20, A DISTANCE OF 180.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 20, THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG A EAST LINE OF SAID LOT 20, AND THE EAST LINE OF LOTS 21 AND 22 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 395.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22, SAID POINT BEING THE NORTHWEST CORNER OF LOT 23 BLOCK 2

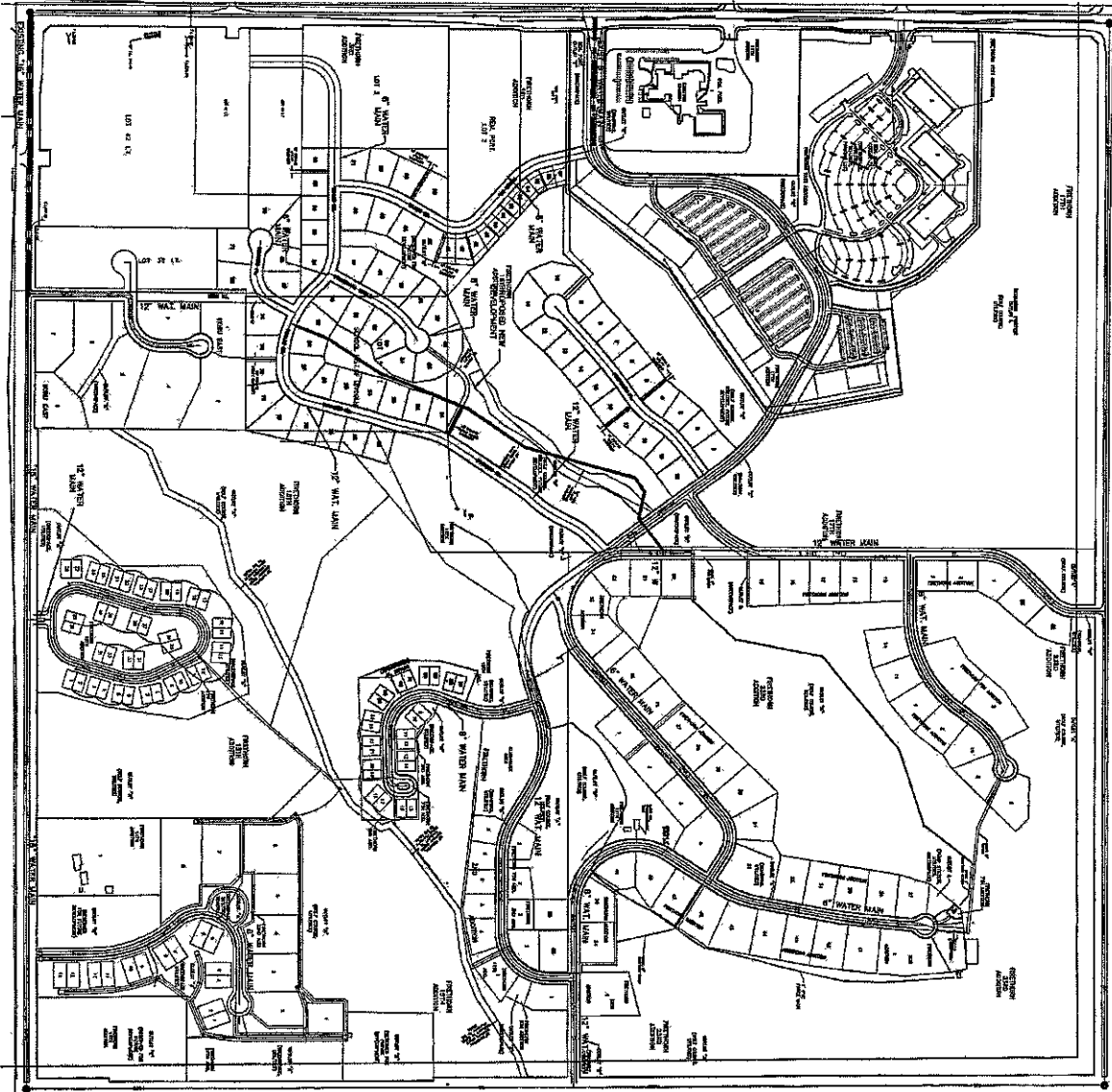
FIRETHORN ADDITION, THENCE SOUTH 80 DEGREES 03 MINUTES 13 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 23, A DISTANCE OF 93.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, SAID POINT BEING THE NORTHWEST CORNER OF LOT 24 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 48 DEGREES 56 MINUTES 29 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 24, A DISTANCE OF 113.88 FEET TO THE NORTH CORNER OF SAID LOT 24, THENCE SOUTH 41 DEGREES 03 MINUTES 31 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 24, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, SAID POINT BEING ON THE NORTHWEST LINE OF OUTLOT "C" FIRETHORN ADDITION, THENCE NORTH 48 DEGREES 56 MINUTES 29 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 94.93 FEET TO THE SOUTH CORNER OF LOT 25 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 41 DEGREES 03 MINUTES 31 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID LOT 25, A DISTANCE OF 200.00 FEET TO THE WEST CORNER OF SAID LOT 25, THENCE NORTH 48 DEGREES 56 MINUTES 29 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 25, AND THE NORTHWEST LINE OF LOT 26 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 372.00 FEET TO THE NORTH CORNER OF SAID LOT 26, SAID POINT BEING THE WEST CORNER OF LOT 27 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 44 DEGREES 30 MINUTES 10 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 27, AND THE NORTHWEST LINE OF LOTS 28, 29, AND 30 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 645.67 FEET TO THE NORTH CORNER OF SAID LOT 30 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 31 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 84 DEGREES 07 MINUTES 29 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 31, A DISTANCE OF 239.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 31, SAID POINT BEING THE NORTHWEST CORNER OF LOT 32 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 61 DEGREES 25 MINUTES 37 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 32, A DISTANCE OF 70.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 32, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 33 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 09 DEGREES 50 MINUTES 49 SECONDS EAST ALONG A WEST LINE OF SAID LOT 33, AND A WEST LINE OF LOTS 34, 35, AND 36 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 592.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 36, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 37 BLOCK 2 FIRETHORN ADDITION, THENCE NORTH 16 DEGREES 56 MINUTES 07 SECONDS EAST ALONG A WEST LINE OF SAID LOT 37, A DISTANCE OF 154.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 37, SAID POINT BEING THE SOUTHWEST CORNER OF OUTLOT "A" FIRETHORN 7<sup>TH</sup> ADDITION, THENCE NORTH 39 DEGREES 42 MINUTES 48 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 200.00 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 84

DEGREES 38 MINUTES 29 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "A", AND ITS EXTENSION, A DISTANCE OF 305.52 FEET TO A POINT OF INTERSECTION WITH THE EXTENSION OF A EAST LINE OF LOT 1, FIRETHORN 8<sup>TH</sup> ADDITION, THENCE SOUTH 04 DEGREES 20 MINUTES 53 SECONDS EAST ALONG A EXTENSION OF THE EAST LINE OF SAID LOT 1, AND A EAST LINE OF SAID LOT 1, A DISTANCE OF 305.64 FEET TO A EAST CORNER OF SAID LOT 1, THENCE SOUTH 05 DEGREES 45 MINUTES 09 SECONDS WEST ALONG A EAST LINE OF SAID LOT 1, AND A EAST LINE OF LOT 41 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 308.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41, SAID POINT BEING THE NORTHEAST CORNER OF LOT 42 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 08 DEGREES 26 MINUTES 57 SECONDS WEST ALONG A EAST ALONG A EAST LINE OF SAID LOT 42, A DISTANCE OF 165.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 42, SAID POINT BEING THE NORTHEAST CORNER OF LOT 43 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 10 DEGREES 55 MINUTES 09 SECONDS WEST ALONG A EAST LINE OF SAID LOT 43, AND THE EAST LINE OF LOTS 44 AND 45 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 507.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 45, SAID POINT BEING THE NORTHEAST CORNER OF LOT 46 FIRETHORN ADDITION, THENCE SOUTH 33 DEGREES 34 MINUTES 56 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 46, AND THE SOUTHEAST LINE OF LOT 47 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 341.36 FEET TO A SOUTH CORNER OF SAID LOT 47, SAID POINT BEING A EAST CORNER OF LOT 48 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 55 DEGREES 36 MINUTES 01 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 48, A DISTANCE OF 130.71 FEET TO A SOUTHEAST CORNER OF SAID LOT 48, SAID POINT BEING THE NORTHEAST CORNER OF LOT 49 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 09 DEGREES 37 MINUTES 00 SECONDS EAST ALONG A EAST LINE OF SAID LOT 49, A DISTANCE OF 102.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 49, SAID POINT BEING THE NORTHWEST CORNER OF LOT 50 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 89 DEGREES 51 MINUTES 36 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 50, AND THE NORTH LINE OF LOT 51 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 352.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 51, THENCE SOUTH 00 DEGREES 08 MINUTES 24 SECONDS WEST ALONG A EAST LINE OF SAID LOT 51, A DISTANCE OF 170.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 51, SAID POINT BEING ON THE NORTH LINE OF OUTLOT "C" FIRETHORN ADDITION, THENCE SOUTH 89 DEGREES 51 MINUTES 57 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C", A DISTANCE OF 45.12 FEET TO THE SOUTHWEST CORNER OF LOT 1 FIRETHORN 10<sup>TH</sup> ADDITION, THENCE NORTH 00 DEGREES 08 MINUTES 24 SECONDS EAST ALONG A WEST LINE OF LOT 1, A DISTANCE OF 240.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 76

DEGREES 06 MINUTES 14 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 226.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 00 DEGREES 08 MINUTES 24 SECONDS WEST ALONG A EAST LINE OF SAID LOT 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 26 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 67.09 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 3 FIRETHORN 7<sup>TH</sup> ADDITION, THENCE SOUTH 00 DEGREES 08 MINUTES 24 SECONDS WEST ALONG A EAST LINE OF LOT 1, A DISTANCE OF 168.44 FEET TO A EAST CORNER OF SAID LOT 1, THENCE SOUTH 27 DEGREES 31 MINUTES 47 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 1, AND A SOUTHEAST LINE OF OUTLOT "A" FIRETHORN 8<sup>TH</sup> ADDITION, A DISTANCE OF 157.85 FEET TO THE SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE NORTHEAST LINE OF LOT 1 FIRETHORN 11<sup>TH</sup> ADDITION, THENCE SOUTH 55 DEGREES 54 MINUTES 36 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 1, AND AN EXTENSION OF SAID LOT 1, A DISTANCE OF 104.45 FEET TO A POINT, THENCE SOUTH 00 DEGREES 29 MINUTES 08 SECONDS WEST ALONG AN EXTENSION OF THE WEST LINE OF OUTLOT "B" FIRETHORN 15<sup>TH</sup> ADDITION, A DISTANCE OF 739.15 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "B", THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS EAST ALONG A SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 125.35 FEET TO THE NORTHWEST CORNER OF OUTLOT "A" FIRETHORN 20<sup>TH</sup> ADDITION, THENCE SOUTH 00 DEGREES 22 MINUTES 50 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "A" AND ITS EXTENSION, A DISTANCE OF 764.93 FEET TO A POINT ON THE NORTH LINE OF OUTLOT "E" FIRETHORN 15<sup>TH</sup> ADDITION, THENCE NORTH 89 DEGREES 37 MINUTES 10 SECONDS WEST ALONG A NORTH LINE OF SAID OUTLOT "E", A DISTANCE OF 207.42 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "E", THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "E", A DISTANCE OF 724.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 13,227,333.96 SQUARE FEET OR 303.66 ACRES, MORE OR LESS, AND INCLUDING ADJACENT STREET RIGHTS-OF-WAY IN SOUTH 84<sup>TH</sup> STREET AND PIONEERS BLVD.



# FIRETHORN WATER MAIN IMPROVEMENTS



## WATER SYSTEM IMPROVEMENTS

**WATER MAIN (PUBLIC SYSTEM)**

LINEAR FEET	COST C/F	TOTAL	SUBSTR.	NET TOTAL
12" WATER MAIN EXTENSION	\$17	\$17,000	\$17,000	\$0
12" WATER MAIN IN 60TH STREET	\$59	\$35,400	\$35,400	\$0
12" DOMESTIC BERTHOVEN WATER MAINS	\$80	\$64,000	\$64,000	\$0
6" EXISTING BERTHOVEN WATER MAINS	\$48	\$288,000	\$288,000	\$0
6" EXISTING BERTHOVEN WATER MAINS	\$70	\$420,000	\$420,000	\$0
ADDITIONAL HYDRANT CONSTRUCTION (2400) 4 EA.	\$4,000	\$16,000	\$16,000	\$0
IMPACT FEES (2007) C2/F (WTR/COM)	131 EA.	\$39,300	\$39,300	\$0
NEW WATER MAIN SERVICE	90 EA.	\$18,000	\$18,000	\$0
		\$1,004,350.00	\$1,004,350.00	\$0

**SUMMARY OF LWS (CID) COSTS:**

DESCRIPTION	COST
TOTAL CITY SHARES	\$254,000
IMPACT FEES - EXISTING PROPERTIES	\$4,000
IMPACT FEES - NEW PROPERTIES (68 +/-)	\$4,000,000
NET COST TO LWS	\$100,000



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS

1000 O STREET, SUITE 1000, LINCOLN, NEBRASKA 68502-2200  
TEL: 402.426.1234 FAX: 402.426.1235

**REVISIONS**

NO.	DESCRIPTION

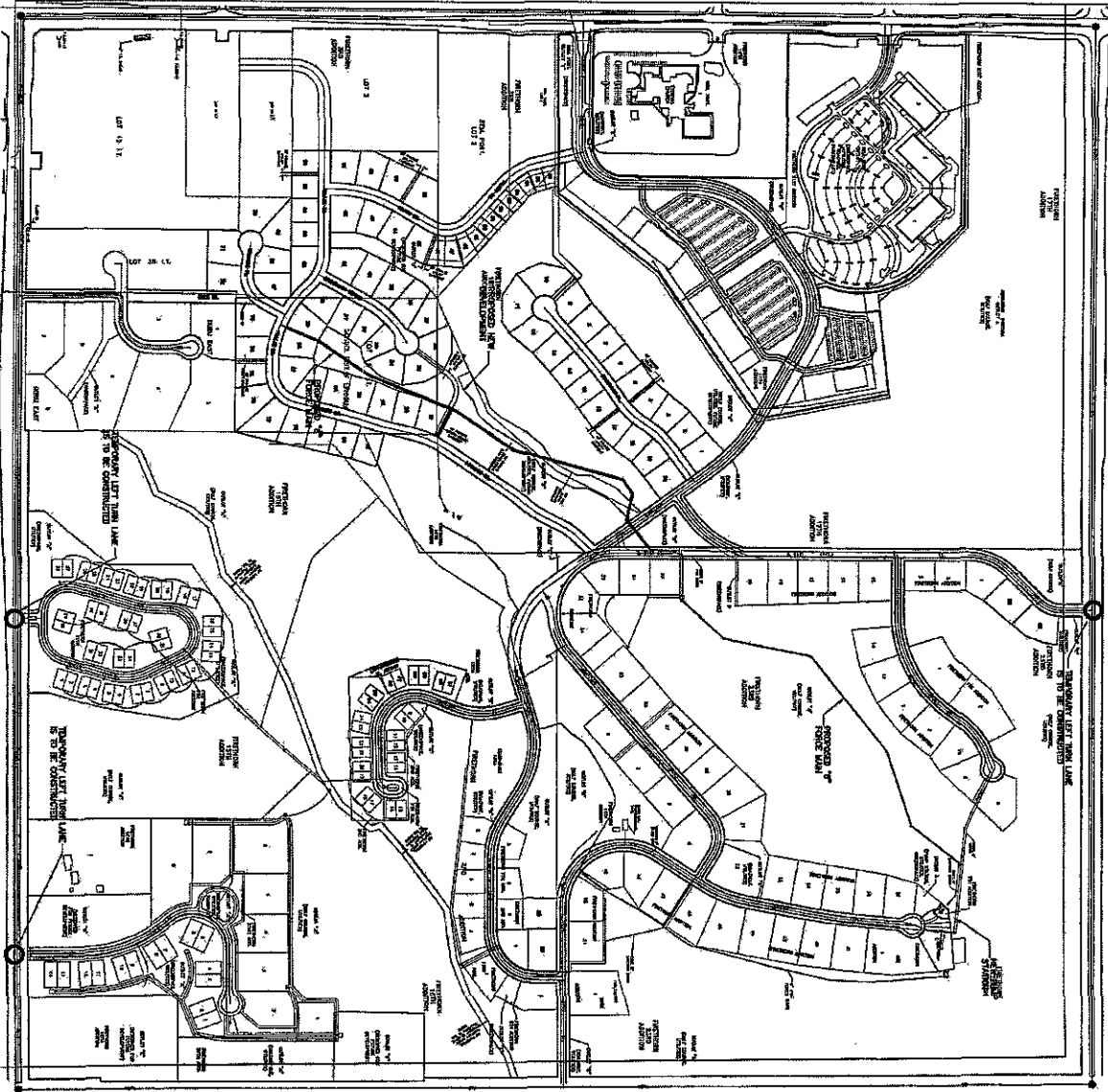
**FIRETHORN PROPOSED ANNEXATION WATER IMPROVEMENTS EXHIBIT**

LINCOLN, NEBRASKA      2005

1 OF 2

ATTACHMENT B

# FIRETHORN SANITARY SEWER AND ROAD IMPROVEMENTS



## SANITARY SEWER AND ROAD IMPROVEMENTS

**SANITARY SEWER (PRIVATE SYSTEM)**

UNIT	COST/ LF	TOTAL	SHARED NET TOTAL
1 EA. 4200 LF.	\$260,125	\$260,125	
FORCES MAIN EXTENSION	\$15	\$73,500	
FORCES MAIN (EASE) (1" WATER/AUT)	\$425	\$127,500	
PROMOTERS SEWER IMPROVEMENTS	\$0	\$0	\$127,500
			<b>TOTAL \$220,125</b>

**ROAD IMPROVEMENTS**

LINEAR FEET	COST/ LF	TOTAL	SHARED NET TOTAL
1	\$100,000	\$100,000	
MISC. ROADWAY IMPROVEMENTS		\$15,000	
PROMOTERS EASE, GRADE STUFF		\$5,000	\$120,000
			<b>TOTAL \$120,000</b>

**SANITARY SEWER AND ROAD IMPROVEMENTS**

UNIT	COST/ LF	TOTAL	SHARED NET TOTAL
1 EA. 4200 LF.	\$260,125	\$260,125	
FORCES MAIN EXTENSION	\$15	\$73,500	
FORCES MAIN (EASE) (1" WATER/AUT)	\$425	\$127,500	
PROMOTERS SEWER IMPROVEMENTS	\$0	\$0	\$127,500
			<b>TOTAL \$220,125</b>



<p style="text-align: center;">FIRETHORN PROPOSED ANNEXATION SANITARY SEWER AND ROAD IMPROVEMENTS EXHIBIT</p> <p style="text-align: center;">LINCOLN, NEBRASKA</p>	2005	<p><b>REVISIONS</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p><b>OLSSON ASSOCIATES</b> ENGINEERS - PLANNING - SURVEYORS 1100 S. 16TH ST., SUITE 200 LINCOLN, NEBRASKA 68502 TEL: 402.479.2222 FAX: 402.479.2223 WWW.OLSSONASSOCIATES.COM</p>
	NO.	DATE	DESCRIPTION												
<p>DATE: 12/15/05 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Signature]</p>		<p>2 OF 2</p>													
<p style="font-size: 2em; transform: rotate(-90deg); opacity: 0.5;">ATTACHMENT C</p>															

# EXHIBIT A-1 Firethorn Annexation Agreement

## AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS PURSUANT TO THE CONSERVATION AND PRESERVATION EASEMENT ACT

THIS AMENDMENT is executed as of the \_\_\_ day of \_\_\_\_\_ 2007, by FIRETHORN GOLF COMPANY, LLC, a Nebraska limited liability company (hereinafter referred to as "Owner"), and the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as "City").

WHEREAS, Owner is the owner of the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, the Real Property is subject to the Declaration of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act recorded in the Office of the Register of Deeds of Lancaster County, Nebraska on September 23, 1998 as Instrument No. 98-049864 (the "Declaration"); and

WHEREAS, the parties desire to amend the Declaration to revise the construction restrictions and the term, subject to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Declaration as follows:

1. Construction Restrictions. Section 1 of the Declaration is hereby amended to permit the construction of maintenance buildings and clubhouse facilities on the Real Property in connection with the use of the Real Property as a private or public golf course. All buildings permitted hereunder will be built in conformance with the City of Lincoln Flood Regulations for New Growth Areas, including Section 27.53.030(a)(2) on no-rise conditions, Section 27.53.030(a)(3) on no-net fill conditions, and Section 27.53.030(c) by raising the ground elevation of the proposed non-residential building pad sites to at least one foot above the 100-year flood.

2. Real Property.

(a) The legal description of the Real Property is hereby amended to delete that portion of the Real Property legally described on Exhibit "B" attached hereto and

incorporated herein by this reference. Upon recording this Amendment in the Office of the Register of Deeds of Lancaster County, Nebraska, that portion of the Real Property legally described on Exhibit "B" shall be released from the covenants, conditions and restrictions set forth in the Declaration.

(b) Upon the earlier of (i) annexation by the City of the remaining portion of the Real Property subject to the Declaration, or (ii) January 1, 2015, the legal description of the Real Property shall be further amended to delete that portion of the Real Property legally described on Exhibit "C" attached hereto and incorporated herein by this reference. Upon annexation by the City of that portion of the Real Property legally described on Exhibit "C" such property shall automatically be released from the covenants, conditions and restrictions set forth in the Declaration.

3. Full Force and Effect. Except as modified by this Amendment, each of the covenants, conditions and restrictions set forth in the Declaration shall continue and be binding upon the parties hereto and upon their successors and assigns and upon each of them and all parties and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and year first above written.

FIRETHORN GOLF COMPANY, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Its Managing Member

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

By: \_\_\_\_\_  
Its Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2007, by Mark A. Wible, Managing Member of Firethorn Golf Company, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation.

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

**EXHIBIT "A"**

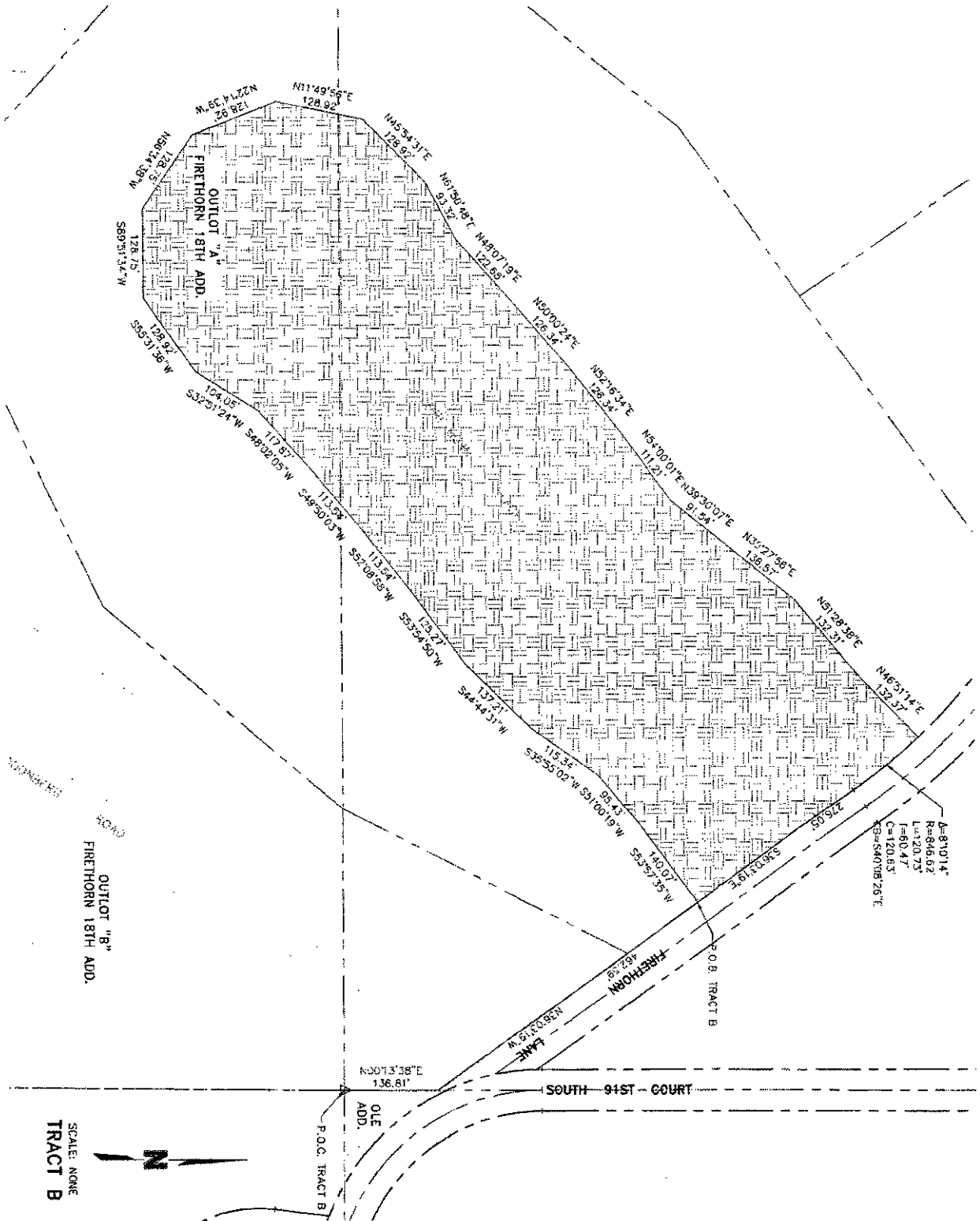
**Legal Description of Real Property**

Outlot A, Firethorn 17<sup>th</sup> Addition, Lancaster County, Nebraska;

and

Outlot A, Firethorn 18<sup>th</sup> Addition, Lancaster County, Nebraska.

# EXHIBIT B (1 of 5)



SCALE: NONE  
TRACT B



# EXHIBIT B (2 of 5)

## LEGAL DESCRIPTION TRACT B

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 18<sup>TH</sup> ADDITION, LOCATED IN A PORTION OF THE NORTHWEST QUARTER, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "E", FIRETHORN ADDITION, SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, THENCE NORTHERLY ALONG THE WEST LINE OF SAID OUTLOT "E", SAID LINE BEING A EASTERLY LINE OF SAID NORTHWEST QUARTER AND A EAST LINE OF OUTLOT "B", FIRETHORN 18<sup>TH</sup> ADDITION ON AN ASSUMED BEARING OF NORTH 00 DEGREES 13 MINUTES 38 SECONDS EAST, A DISTANCE OF 136.81 FEET TO A NORTH CORNER OF SAID OUTLOT "B", THENCE NORTH 36 DEGREES 03 MINUTES 19 SECONDS WEST ALONG A NORTHEAST LINE OF SAID OUTLOT "B", AND A NORTH LINE OF OUTLOT "A", FIRETHORN 18<sup>TH</sup> ADDITION, A DISTANCE OF 462.59 FEET TO **THE TRUE POINT OF BEGINNING**, THENCE SOUTH 53 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 140.07 FEET TO A POINT, THENCE SOUTH 51 DEGREES 00 MINUTES 19 SECONDS WEST, A DISTANCE OF 95.43 FEET TO A POINT, THENCE SOUTH 35 DEGREES 55 MINUTES 02 SECONDS WEST, A DISTANCE OF 115.34 FEET TO A POINT, THENCE SOUTH 44 DEGREES 44 MINUTES 31 SECONDS WEST, A DISTANCE OF 137.21 FEET TO A POINT, THENCE SOUTH 53 DEGREES 54 MINUTES 50 SECONDS WEST, A DISTANCE OF 125.27 FEET TO A POINT, THENCE SOUTH 52 DEGREES 08 MINUTES 58 SECONDS WEST, A DISTANCE OF 113.54 FEET TO A POINT, THENCE SOUTH 49 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 113.54 FEET TO A POINT, THENCE SOUTH 48 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 117.87 FEET TO A POINT, THENCE SOUTH 32 DEGREES 51 MINUTES 24 SECONDS WEST, A DISTANCE OF 104.05 FEET TO A POINT, THENCE SOUTH 55 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 128.92 FEET TO A POINT, THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS WEST, A DISTANCE OF 128.75 FEET TO A POINT, THENCE NORTH 56 DEGREES 34 MINUTES 38 SECONDS WEST, A DISTANCE OF 128.75 FEET TO A POINT, THENCE NORTH 22 DEGREES 14 MINUTES 39 SECONDS WEST, A DISTANCE OF 128.92 FEET TO A POINT, THENCE NORTH 11 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 128.92 FEET TO A POINT, THENCE NORTH 45 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 128.92 FEET TO A POINT, THENCE NORTH 61 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 93.32 FEET TO A POINT, THENCE NORTH 48 DEGREES 07 MINUTES 19



## EXHIBIT B (3 of 5)

SECONDS EAST, A DISTANCE OF 122.68 FEET TO A POINT, THENCE NORTH 50 DEGREES 00 MINUTES 24 SECONDS EAST, A DISTANCE OF 126.34 FEET TO A POINT, THENCE NORTH 52 DEGREES 16 MINUTES 34 SECONDS EAST, A DISTANCE OF 126.34 FEET TO A POINT, THENCE NORTH 54 DEGREES 00 MINUTES 01 SECONDS EAST, A DISTANCE OF 111.21 FEET TO A POINT, THENCE NORTH 39 DEGREES 30 MINUTES 07 SECONDS EAST, A DISTANCE OF 91.54 FEET TO A POINT, THENCE NORTH 39 DEGREES 27 MINUTES 56 SECONDS EAST, A DISTANCE OF 136.57 FEET TO A POINT, THENCE NORTH 51 DEGREES 28 MINUTES 38 SECONDS EAST, A DISTANCE OF 132.31 FEET TO A POINT, THENCE NORTH 46 DEGREES 51 MINUTES 14 SECONDS EAST, A DISTANCE OF 132.37 FEET TO A POINT OF INTERSECTION WITH A NORTHEAST LINE OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 08 DEGREES 10 MINUTES 14 SECONDS, A RADIUS OF 846.62 FEET, AN ARC LENGTH OF 120.73 FEET, A TANGENT LENGTH OF 60.47 FEET, A CHORD LENGTH OF 120.63 FEET, AND A CHORD BEARING OF SOUTH 40 DEGREES 08 MINUTES 26 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "A" TO A POINT OF TANGENCY, THENCE SOUTH 36 DEGREES 03 MINUTES 19 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 276.05 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 500,091.00 SQUARE FEET OR 11.48 ACRES, MORE OR LESS.



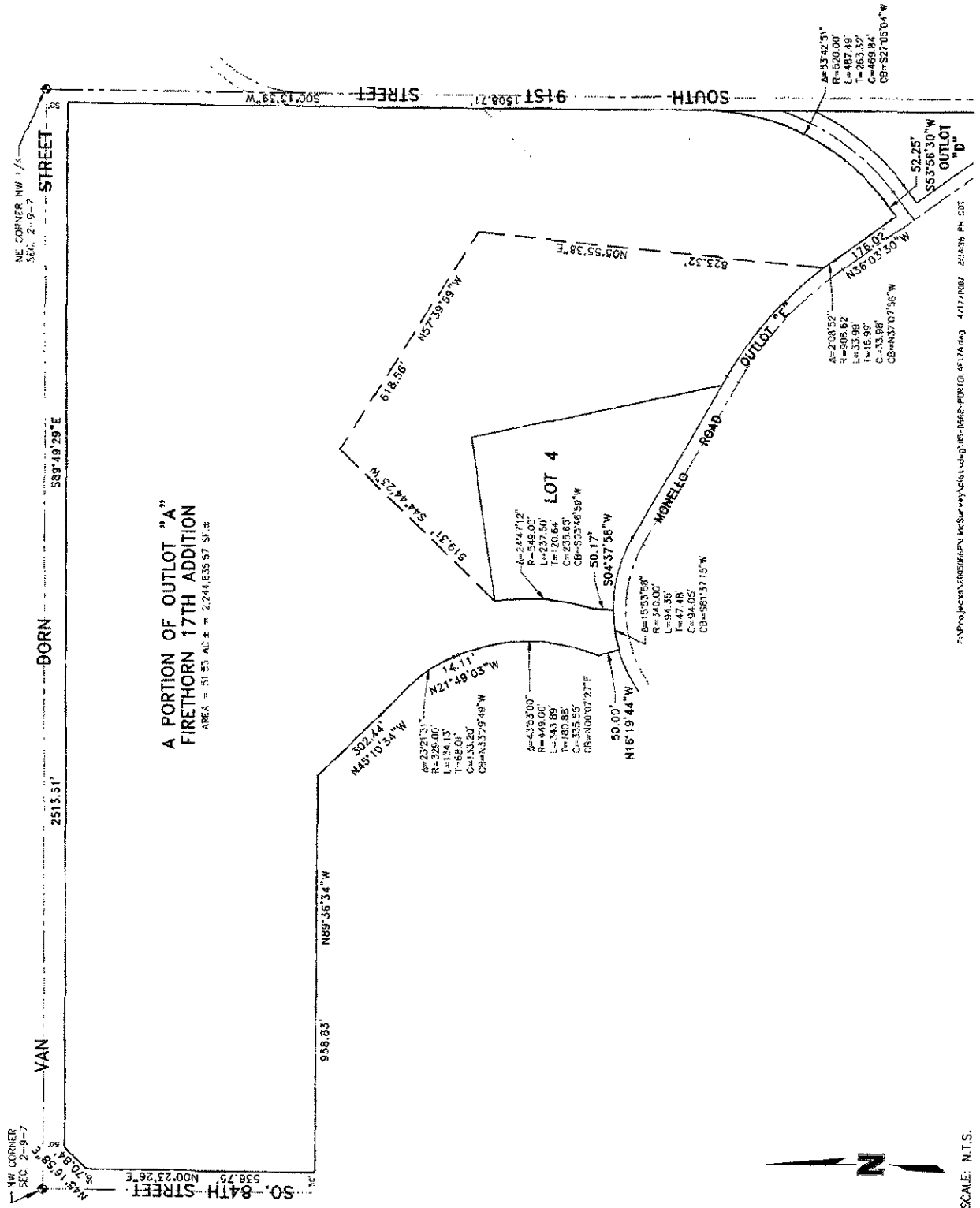
# EXHIBIT B (5 of 5)

## LEGAL DESCRIPTION TRACT D2

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A" FIRETHORN 18<sup>TH</sup> ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AT THE MOST WESTERN CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 FIRETHORN 3<sup>RD</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE EASTERLY ALONG THE NORTH LINE OF SAID OUTLOT "A" ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 115.83 FEET TO A POINT, THENCE SOUTH 15 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 116.27 FEET TO A POINT, THENCE SOUTH 30 DEGREES 35 MINUTES 41 SECONDS EAST, A DISTANCE OF 44.51 FEET TO A POINT OF INTERSECTION WITH A SOUTHWEST LINE OF SAID OUTLOT "A", THENCE NORTH 48 DEGREES 37 MINUTES 24 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 227.26 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 8,035.76 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

# EXHIBIT C (1 of 4)



SCALE: N.T.S.

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# EXHIBIT C (2 of 4)

## LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 17<sup>TH</sup> ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OUTLOT "A" ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,508.71 FEET TO AN EAST CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 53 DEGREES 42 MINUTES 51 SECONDS, A RADIUS OF 520.00 FEET, AN ARC LENGTH OF 487.49 FEET, A TANGENT LENGTH OF 263.32 FEET, A CHORD LENGTH OF 469.84 FEET, AND A CHORD BEARING OF SOUTH 27 DEGREES 05 MINUTES 04 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID OUTLOT "A" TO A POINT OF TANGENCY, THENCE SOUTH 53 DEGREES 56 MINUTES 30 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 52.25 FEET TO THE MOST SOUTHERN CORNER OF SAID OUTLOT "A", THENCE NORTH 36 DEGREES 03 MINUTES 30 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 176.02 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02 DEGREES 08 MINUTES 52 SECONDS, A RADIUS OF 906.62 FEET, AN ARC LENGTH OF 33.99 FEET, A TANGENT LENGTH OF 16.99 FEET, A CHORD LENGTH OF 33.98 FEET, AND A CHORD BEARING OF NORTH 37 DEGREES 07 MINUTES 56 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A" TO A POINT, THENCE NORTH 05 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 823.32 FEET TO A POINT, THENCE NORTH 57 DEGREES 39 MINUTES 59 SECONDS WEST, A DISTANCE OF 618.56 FEET TO A POINT, THENCE SOUTH 44 DEGREES 44 MINUTES 23 SECONDS WEST, A DISTANCE OF 519.31 FEET TO THE NORTHWEST CORNER OF LOT 4, FIRETHORN 17<sup>TH</sup> ADDITION, SAID POINT BEING A SOUTH CORNER OF SAID OUTLOT "A", SAID A POINT ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 24 DEGREES 47 MINUTES 12 SECONDS, A RADIUS OF 549.00 FEET, AN ARC LENGTH OF 237.50 FEET, A TANGENT LENGTH OF 120.64 FEET, A CHORD LENGTH OF 235.65 FEET, AND A CHORD BEARING OF SOUTH 03 DEGREES 46 MINUTES 59 SECONDS WEST ALONG A EAST LINE OF SAID OUTLOT "A" TO A EAST CORNER OF SAID OUTLOT "A", THENCE SOUTH 04 DEGREES 37 MINUTES 58 SECONDS WEST ALONG A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 50.17

# EXHIBIT C (3 of 4)

FEET TO A SOUTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 15 DEGREES 53 MINUTES 58 SECONDS, A RADIUS OF 340.00 FEET, AN ARC LENGTH OF 94.35 FEET, A TANGENT LENGTH OF 47.48 FEET, A CHORD LENGTH OF 94.05 FEET, AND A CHORD BEARING OF SOUTH 81 DEGREES 37 MINUTES 15 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A" TO A SOUTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 16 DEGREES 19 MINUTES 44 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 50.00 FEET TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 43 DEGREES 53 MINUTES 00 SECONDS, A RADIUS OF 449.00 FEET, AN ARC LENGTH OF 343.89 FEET, A TANGENT LENGTH OF 180.88 FEET, A CHORD LENGTH OF 335.55 FEET, AND A CHORD BEARING OF NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A" TO A POINT OF TANGENCY, THENCE NORTH 21 DEGREES 49 MINUTES 03 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 14.11 FEET TO A SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23 DEGREES 21 MINUTES 31 SECONDS, A RADIUS OF 329.00 FEET, AN ARC LENGTH OF 134.13 FEET, A TANGENT LENGTH OF 68.01 FEET, A CHORD LENGTH OF 133.20 FEET, AND A CHORD BEARING OF NORTH 33 DEGREES 29 MINUTES 49 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A" TO A POINT OF TANGENCY, THENCE NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST ALONG A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 302.44 FEET TO A SOUTH CORNER OF SAID OUTLOT "A", THENCE NORTH 89 DEGREES 36 MINUTES 34 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 958.83 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE EAST LINE OF SOUTH 84<sup>TH</sup> STREET RIGHT-OF-WAY, THENCE NORTH 00 DEGREES 23 MINUTES 26 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 536.75 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 45 DEGREES 16 MINUTES 58 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 70.84 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE SOUTH LINE OF VAN DORN STREET RIGHT-OF-WAY, THENCE SOUTH 89 DEGREES 49 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID

# EXHIBIT C (4 of 4)

LINE ALSO BEING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2,513.51 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 2,244,635.57 SQUARE FEET OR 51.53 ACRES, MORE OR LESS.

EXHIBIT A-2  
Firethorn Annexation Agreement

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS PURSUANT TO THE  
CONSERVATION AND PRESERVATION EASEMENT ACT**

THIS AMENDMENT is executed as of the \_\_\_\_ day of \_\_\_\_\_ 2007, by FIRETHORN GOLF COMPANY, LLC, a Nebraska limited liability company (hereinafter referred to as "Owner"), and the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as "City").

WHEREAS, Owner is the owner of the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, the Real Property is subject to the Declaration of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act recorded in the Office of the Register of Deeds of Lancaster County, Nebraska on September 23, 1998 as Instrument No. 98-049865 (the "Declaration"); and

WHEREAS, the parties desire to amend the Declaration to revise the legal description to partially release a portion of the Real Property.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Declaration as follows:

1. Construction Restrictions. Section 1 of the Declaration is hereby amended to permit the construction of maintenance buildings on the Real Property in connection with the use of the Real Property as a private or public golf course. All buildings permitted hereunder will be built in conformance with the City of Lincoln Flood Regulations for New Growth Areas, including Section 27.53.030(a)(2) on no-rise conditions, Section 27.53.030(a)(3) on no-net fill conditions, and Section 27.53.030(c) by raising the ground elevation of the proposed non-residential building pad sites to at least one foot above the 100-year flood.

2. Real Property. The legal description of the Real Property is hereby amended to delete that portion of the Real Property legally described on Exhibit "B" attached hereto and incorporated herein by this reference. Upon recording this Amendment in the Office of the Register of Deeds of Lancaster County, Nebraska, that portion of the Real Property legally described on Exhibit "B" shall be released from the covenants, conditions and restrictions set forth in the Declaration.



3. Full Force and Effect. Except as modified by this Amendment, each of the covenants, conditions and restrictions set forth in the Declaration shall continue and be binding upon the parties hereto and upon their successors and assigns and upon each of them and all parties and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and year first above written.

FIRETHORN GOLF COMPANY, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Its Managing Member

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

By: \_\_\_\_\_  
Its Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2007, by Mark A. Wible, Managing Member of Firethorn Golf Company, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation.

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

**EXHIBIT "A"**

**Legal Description of Real Property**

Outlots D and E, Firethorn Addition, Lancaster County, Nebraska;

and

Outlot A, Firethorn 10<sup>th</sup> Addition, Lancaster County, Nebraska;

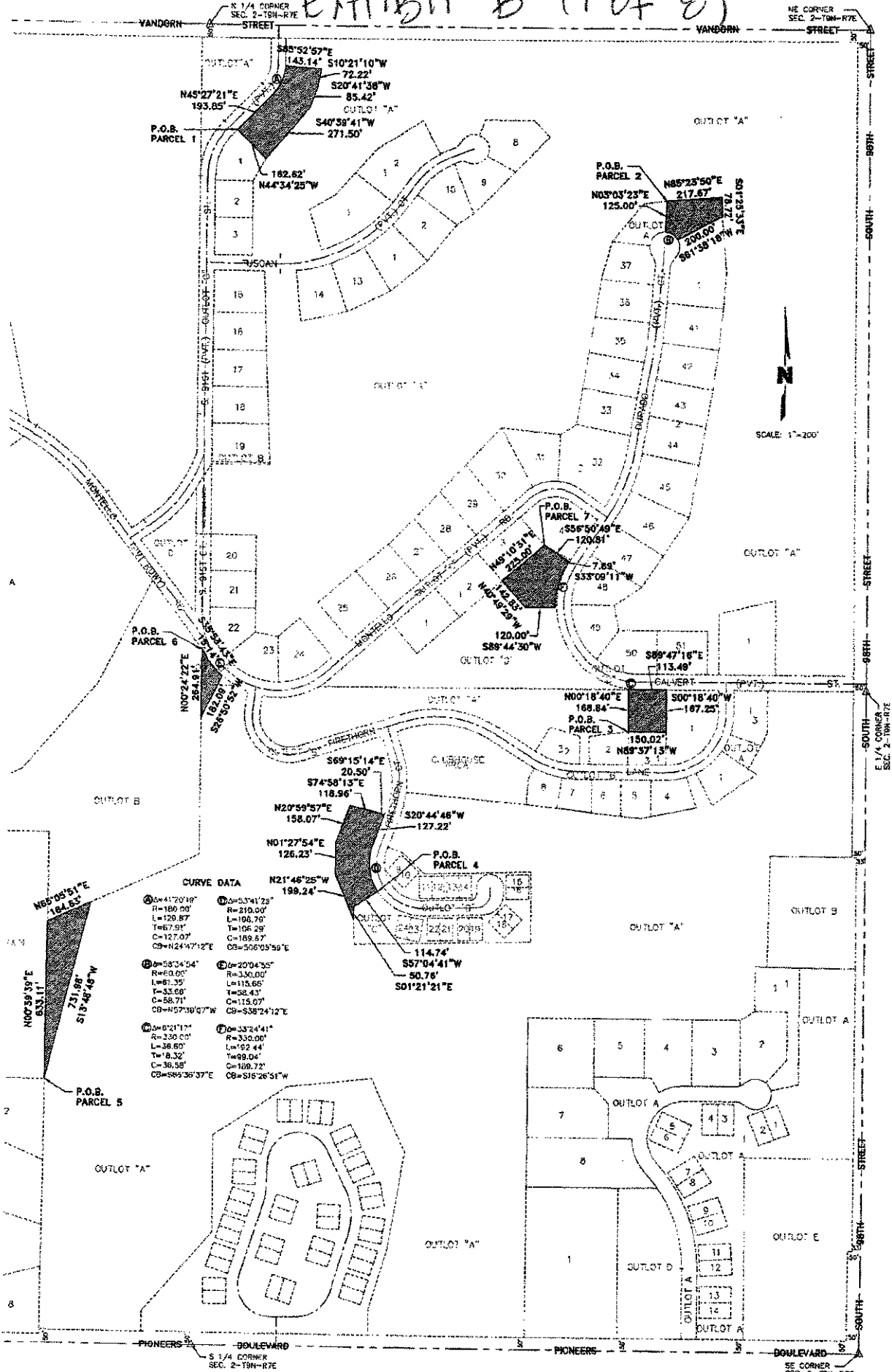
and

Outlot A, Firethorn 13<sup>th</sup> Addition, Lancaster County, Nebraska;

and

Outlot A, Firethorn 15<sup>th</sup> Addition, Lancaster County, Nebraska.

# EXHIBIT B (1 of 8)



# EXHIBIT B (2 of 8)

## LEGAL DESCRIPTION PARCEL 1 EASEMENT RELEASE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A" , FIRETHORN 23<sup>RD</sup> ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, FIRETHORN ADDITION, SAID POINT BEING A WEST CORNER OF SAID OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHEASTERLY ALONG A NORTHWEST LINE OF SAID OUTLOT "A" ON AN ASSUMED BEARING OF NORTH 45 DEGREES 27 MINUTES 21 SECONDS EAST, A DISTANCE OF 193.85 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 41 DEGREES 20 MINUTES 19 SECONDS, A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 129.87 FEET, A TANGENT LENGTH OF 67.91 FEET, A CHORD LENGTH OF 127.07 FEET, AND A CHORD BEARING OF NORTH 24 DEGREES 47 MINUTES 12 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", TO A POINT, THENCE SOUTH 85 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 143.14 FEET TO A POINT, THENCE SOUTH 10 DEGREES 21 MINUTES 10 SECONDS WEST, A DISTANCE OF 72.22 FEET TO A POINT, THENCE SOUTH 20 DEGREES 41 MINUTES 38 SECONDS WEST, A DISTANCE OF 85.42 FEET TO A POINT, THENCE SOUTH 40 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 271.50 FEET TO A EAST CORNER OF SAID LOT 1, SAID POINT BEING A WEST CORNER OF SAID OUTLOT "A", THENCE NORTH 44 DEGREES 34 MINUTES 25 SECONDS WEST ALONG A NORTHEAST LINE OF SAID LOT 1, SAID LINE BEING A SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 162.62 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 56,165.35 SQUARE FEET OR 1.29 ACRES, MORE OR LESS.

Monday, January 08, 2007

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# EXHIBIT B (3 of 8)

## LEGAL DESCRIPTION PARCEL 2 EASEMENT RELEASE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT "A", FIRETHORN 7TH ADDITION, SAID POINT BEING A WEST CORNER OF SAID OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE EASTERLY ON AN ASSUMED BEARING OF NORTH 85 DEGREES 23 MINUTES 50 SECONDS EAST, A DISTANCE OF 217.67 FEET TO A POINT, THENCE SOUTH 01 DEGREES 25 MINUTES 33 SECONDS EAST, A DISTANCE OF 78.72 FEET TO A SOUTH CORNER OF SAID OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, SAID POINT BEING A NORTH CORNER OF LOT 1, FIRETHORN 8<sup>TH</sup> ADDITION, THENCE SOUTH 61 DEGREES 38 MINUTES 18 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, SAID LINE BEING A NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON A NORTHEAST LINE OF OUTLOT "C" FIRETHORN ADDITION, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 58 DEGREES 34 MINUTES 54 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 61.35 FEET, A TANGENT LENGTH OF 33.66 FEET, A CHORD LENGTH OF 58.71 FEET, AND A CHORD BEARING OF NORTH 57 DEGREES 39 MINUTES 08 SECONDS WEST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTHWEST LINE OF SAID OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, TO THE SOUTHEAST CORNER OF OUTLOT "A", FIRETHORN 7<sup>TH</sup> ADDITION, THENCE NORTH 03 DEGREES 03 MINUTES 23 SECONDS EAST ALONG A EAST LINE OF SAID OUTLOT "A", FIRETHORN 7<sup>TH</sup> ADDITION, SAID LINE BEING A WEST LINE OF SAID OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 27,206.81 SQUARE FEET OR 0.62 ACRES, MORE OR LESS.

Monday, January 08, 2007

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# EXHIBIT B (4 of 8)

## LEGAL DESCRIPTION PARCEL 3 EASEMENT RELEASE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 13<sup>TH</sup> ADDITION, AND A PORTION OF OUTLOT "D", FIRETHORN ADDITION, ALL LOCATED IN THE EAST HALF OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, FIRETHORN 2<sup>ND</sup> ADDITION, SAID POINT BEING NORTHEAST CORNER OF LOT 2, BLOCK 2, FIRETHORN 7<sup>TH</sup> ADDITION, SAID POINT BEING ON THE SOUTH LINE OF OUTLOT "A", FIRETHORN 13<sup>TH</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ON AN ASSUMED BEARING OF NORTH 00 DEGREES 18 MINUTES 40 SECONDS EAST, A DISTANCE OF 168.84 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF OUTLOT "C", FIRETHORN ADDITION, SAID POINT BEING ON THE NORTH LINE OF SAID OUTLOT "D", SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 06 DEGREES 21 MINUTES 17 SECONDS, A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 36.60 FEET, A TANGENT LENGTH OF 18.32 FEET, A CHORD LENGTH OF 36.58 FEET, AND A CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 37 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "D", SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "C", TO A POINT, THENCE SOUTH 89 DEGREES 47 MINUTES 16 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "C", A DISTANCE OF 113.49 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING A NORTHWEST CORNER OF LOT 1, FIRETHORN 13<sup>TH</sup> ADDITION, THENCE SOUTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID LOT 1, A DISTANCE OF 167.25 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 1, FIRETHORN 2<sup>ND</sup> ADDITION, SAID POINT BEING A SOUTHEAST CORNER OF SAID OUTLOT "A", THENCE NORTH 89 DEGREES 37 MINUTES 13 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 3, BLOCK 1, FIRETHORN 2<sup>ND</sup> ADDITION, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 25,082.75 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.

# EXHIBIT B (5 of 8)

## LEGAL DESCRIPTION PARCEL 4 EASEMENT RELEASE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 23<sup>RD</sup> ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERN CORNER OF OUTLOT "C", FIRETHORN 7<sup>TH</sup> ADDITION, SAID POINT BEING ON THE WEST LINE OF OUTLOT "B", FIRETHORN 2<sup>ND</sup> ADDITION, SAID POINT BEING A EAST CORNER OF SAID OUTLOT "A", FIRETHORN 15<sup>TH</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTHWESTERLY ALONG A NORTHWEST LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTHEAST LINE OF SAID OUTLOT "A", ON AN ASSUMED BEARING OF SOUTH 57 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 114.74 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "C", THENCE SOUTH 01 DEGREES 21 MINUTES 21 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 50.76 FEET TO A POINT, THENCE NORTH 21 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 199.24 FEET TO A POINT, THENCE NORTH 01 DEGREES 27 MINUTES 54 SECONDS EAST, A DISTANCE OF 126.23 FEET TO A POINT, THENCE NORTH 20 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 158.07 FEET TO A POINT, THENCE SOUTH 74 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 118.96 FEET TO A POINT, THENCE SOUTH 69 DEGREES 15 MINUTES 14 SECONDS EAST, A DISTANCE OF 20.50 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID OUTLOT "B", SAID LINE BEING A EAST LINE OF SAID OUTLOT "A", THENCE SOUTH 20 DEGREES 44 MINUTES 46 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "B", SAID LINE BEING A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 127.22 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 53 DEGREES 41 MINUTES 29 SECONDS, A RADIUS OF 210.00 FEET, AN ARC LENGTH OF 196.79 FEET, A TANGENT LENGTH OF 106.29 FEET, A CHORD LENGTH OF 189.67 FEET, AND A CHORD BEARING OF SOUTH 06 DEGREES 05 MINUTES 59 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE SAID OUTLOT "A", TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 51,989.90 SQUARE FEET OR 1.19 ACRES, MORE OR LESS.

Monday, January 08, 2007

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# EXHIBIT B (6 of 8)

## LEGAL DESCRIPTION PARCEL 5 EASEMENT RELEASE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 15<sup>TH</sup> ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5 I.T., SAID POINT BEING THE NORTHEAST CORNER OF LOT 2, IKIRU EAST, SAID POINT BEING ON THE WEST LINE OF SAID OUTLOT "A", FIRETHORN 15<sup>TH</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ALONG A EAST LINE OF SAID LOT 5 I.T., SAID LINE BEING A WEST LINE OF SAID OUTLOT "A", ON AN ASSUMED BEARING OF NORTH 00 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 633.11 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING A SOUTHWEST CORNER OF OUTLOT "B", FIRETHORN 18<sup>TH</sup> ADDITION, THENCE NORTH 65 DEGREES 05 MINUTES 51 SECONDS EAST ALONG A SOUTHEAST LINE OF SAID OUTLOT "B", SAID LINE BEING A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 184.63 FEET TO A POINT, THENCE SOUTH 13 DEGREES 48 MINUTES 48 SECONDS WEST, A DISTANCE OF 731.98 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 52,724.21 SQUARE FEET OR 1.21 ACRES, MORE OR LESS.



# EXHIBIT B (7 of 8)

## LEGAL DESCRIPTION PARCEL 6 EASEMENT RELEASE

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF A PORTION OF OUTLOT "E", FIRETHORN ADDITION, AND A PORTION OF OUTLOT "A", FIRETHORN 15<sup>TH</sup> ADDITION, ALL LOCATED IN THE EAST HALF OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERN CORNER OF SAID OUTLOT "E", FIRETHORN ADDITION, SAID POINT BEING A NORTHEAST CORNER OF OUTLOT "B", FIRETHORN 18<sup>TH</sup>, ADDITION, SAID POINT ALSO BEING ON THE SOUTH LINE OF OUTLOT "E", FIRETHORN 17<sup>TH</sup> ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID OUTLOT "E", FIRETHORN 17<sup>TH</sup> ADDITION, SAID LINE BEING THE NORTHEASTERLY LINE OF SAID OUTLOT "E", FIRETHORN ADDITION, ON AN ASSUMED BEARING OF SOUTH 35 DEGREES 53 MINUTES 43 SECONDS EAST, A DISTANCE OF 15.14 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWEST LINE OF SAID OUTLOT "C", FIRETHORN ADDITION, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 20 DEGREES 04 MINUTES 55 SECONDS, A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 115.66 FEET, A TANGENT LENGTH OF 58.43 FEET, A CHORD LENGTH OF 115.07 FEET, AND A CHORD BEARING OF SOUTH 38 DEGREES 24 MINUTES 12 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "E", FIRETHORN ADDITION, SAID LINE BEING A SOUTHWEST LINE OF SAID OUTLOT "C", FIRETHORN ADDITION, TO A POINT, THENCE SOUTH 26 DEGREES 50 MINUTES 52 SECONDS WEST, A DISTANCE OF 182.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF OUTLOT "A", FIRETHORN 15<sup>TH</sup> ADDITION, SAID POINT BEING ON THE EAST LINE OF SAID OUTLOT "B", FIRETHORN 18<sup>TH</sup> ADDITION, THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS EAST ALONG A EAST LINE OF SAID OUTLOT "B", FIRETHORN 18<sup>TH</sup> ADDITION, SAID LINE BEING THE WEST LINE OF SAID OUTLOT "A", FIRETHORN 15<sup>TH</sup> ADDITION, AND A WEST LINE OF SAID OUTLOT "E", FIRETHORN ADDITION, A DISTANCE OF 264.91 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 10,313.29 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

Monday, January 08, 2007

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# EXHIBIT B (8 OF 8)

**LEGAL DESCRIPTION  
PARCEL 7  
EASEMENT RELEASE**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT 'D', FIRETHORN ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERN CORNER OF OUTLOT 'D', FIRETHORN ADDITION, SAID POINT BEING THE MOST EASTERN CORNER OF LOT 3, BLOCK 1, FIRETHORN ADDITION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON AN ASSUMED BEARING OF SOUTH 56 DEGREES 50 MINUTES 49 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT 'D', A DISTANCE OF 120.81 FEET TO A NORTHEAST CORNER OF SAID OUTLOT 'D', THENCE SOUTH 33 DEGREES 09 MINUTES 11 SECONDS WEST ALONG A EASTERLY LINE OF SAID OUTLOT 'D', A DISTANCE OF 7.89 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 33 DEGREES 24 MINUTES 41 SECONDS, A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 192.44 FEET, A TANGENT LENGTH OF 99.04 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 26 MINUTES 51 SECONDS WEST ALONG A EASTERLY LINE OF SAID OUTLOT 'D' A CHORD DISTANCE OF 189.72 FEET TO A POINT, THENCE SOUTH 89 DEGREES 44 MINUTES 30 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE NORTH 40 DEGREES 49 MINUTES 29 SECONDS WEST, A DISTANCE OF 142.83 FEET TO THE MOST SOUTHERN CORNER OF LOT 3, BLOCK 1, FIRETHORN ADDITION, THENCE NORTH 49 DEGREES 10 MINUTES 31 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT 'D', SAID LINE BEING A SOUTHEAST LINE OF SAID LOT 3, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 40,827.42 SQUARE FEET OR 0.94 ACRES, MORE OR LESS.