



A91895

19R-253

Introduce: 10-28-19

RESOLUTION NO. A- 91895

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

2 That the Conditional Annexation and Zoning Agreement which is attached hereto, marked
3 as Attachment "A", and made a part hereof by reference, between the City of Lincoln and Stone
4 Bridge Creek, LLC, for the annexation and development on property generally located at the
5 southwest corner of North 27th Street and Arbor Road and re-zoning the property from AG
6 Agricultural District, I-3 Employment Center District, B-2 Planned Neighborhood Business
7 District, and R-3 Residential District to R-3 Residential District Planned Unit Development, as set
8 forth in the Agreement, is hereby approved and the Mayor is authorized to execute the Conditional
9 Annexation and Zoning Agreement on behalf of the City.

10 BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional
11 Annexation and Zoning Agreement with the Lancaster County Register of Deeds with the
12 recording fees to be paid in advance by the owner.

Introduced by:

Approved as to Form & Legality:

AYES: Bowers, Meginnis, Raybould, Shobe,
Ward, Washington; NAYS: Christensen.

City Attorney

Approved this 25th day of Nov., 2019:

Mayor

ADOPTED

NOV 18 2019

BY CITY COUNCIL

**CONDITIONAL ANNEXATION AGREEMENT
FOR
STONE BRIDGE CREEK COMMERCIAL**

This Annexation Agreement for Stone Bridge Creek Commercial (“Agreement”) is made and entered into as of the date of execution by the last signatory hereto as indicated below by and between the **City of Lincoln, Nebraska**, a municipal corporation (“City”), and **Stone Bridge Creek, LLC**, a Nebraska limited liability company (“Property Owner”).

RECITALS

1. The Property Owner is the owner and developer of the real estate legally described on Exhibit “A” (the “Property”). The property consists of 118.63 acres located generally east of Alvo Road, south of Arbor Road, and west of North 27th Street adjacent to the corporate limits of the City of Lincoln. The City and Property Owner desire to cause the urban development of the Property.

2. The Property is shown as both Tier I, Priority A and Tier I, Priority B on the 2040 Priority Growth Areas (Map 1.3 Growth Tiers with Priority Areas) in the Lincoln City-Lancaster County Comprehensive Plan. In order to facilitate development of the Property, additional public infrastructure improvements must be constructed.

3. The City and Property Owner desire that the Property be annexed pursuant to this Agreement. The City and Property Owner agree that the Property will be annexed, rezoned, platted, and developed, pursuant to this Agreement and the City’s Comprehensive Plan, land development ordinances, and design standards.

4. Property Owner has requested that the City rezone from AG Agricultural District I-3 Employment Center District, B-2 Planned Neighborhood Business District, and R-3 Residential District to R-3 Residential District Planned Unit Development (PUD) for distinct

portions of the Property as legally described and shown on Exhibit "B", attached hereto and incorporated herein by this reference. Further, Property Owner has requested that a Planned Unit Development zoning overlay be approved for the Property that includes exceptions to some of the requirements otherwise required in the proposed districts.

5. The City's approval of the Annexation, Change of Zone, and Planned Unit Development are collectively referred to herein as "Governmental Actions".

6. The City is willing to approve the Governmental Actions provided that the infrastructure improvements are constructed in a timely manner to serve and properly accommodate the Property and the surrounding area.

7. This Agreement identifies the Property Owner's and City's responsibilities regarding construction of infrastructure improvements necessitated by development of the Property.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants established herein, the parties do hereby agree as follows:

1.

**CONCURRENT APPROVAL OF FIRST PHASE GOVERNMENTAL ACTION;
CONDITIONAL APPROVAL**

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

1. Annexing the Property as legally described and shown on Exhibit A; and
2. Amending the Lincoln zoning district maps to rezone the Property from AG, I-3, B-2, and R-3 to R-3 PUD as shown and legally described on Exhibit B; and
3. Approving the Planned Unit Development and Preliminary Plat as shown on Exhibit

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) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (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.

II.

PUBLIC INFRASTRUCTURE IMPROVEMENTS

A. Public Sanitary Sewer. To the extent that additional sanitary sewer mains are required to be constructed to serve the Property and any development located thereon, said mains shall be 8" in diameter and shall be constructed solely at the Property Owner's cost and expense without subsidy or reimbursement from the City following the City's Executive Order construction process.

B. Public Water Mains. The City anticipates it will construct the necessary 16" water main improvements in Alvo Road from N. 14th Street to Arbor Road during fiscal year 2019-2020 with completion anticipated for August 31, 2020. Property Owner acknowledges this anticipated schedule and agrees that the installation of these water main improvements on a more expedited schedule is not necessary to serve the Property Owner's development schedule.

C. **Roadway Improvements.**

1. **Alvo Road and Arbor Road Intersection.** Property Owner agrees to design and construct, at its expense, a realignment of Arbor Road and Alvo Road and a two-lane arterial street roundabout (the “Roundabout”) south of the existing intersection of Arbor Road and Alvo Road to replace the intersection of Arbor Road and Alvo Road and that provide two lanes for the Alvo to eastbound Arbor through movement with single lane entrances and exits for Humphrey Avenue and west bound Arbor Road as shown on Exhibit C, attached hereto and incorporated herein by this reference. The Owner shall follow the City’s Executive Order construction process and shall be subject to approval by the City of Lincoln. Property Owner shall publicly bid the construction of the Roundabout using the City’s Purchasing Division.

2. **Right Turn Lane in Alvo at Centurion.** Property owner agrees to design and construct, at its expense, an eastbound to southbound right turn lane in Alvo Road at the intersection with Centurion Drive (“Turn Lane Improvement”) with any development south of Alvo Road except that development allowed as shown in the PUD phasing plan for the Property. The Turn Lane Improvement shall be designed and constructed by or on behalf of Property Owner following the City’s Executive Order construction process.

3. **Reimbursement for Roundabout and Turn Lane Improvement.** The City agrees that the Roundabout and Turn Lane Improvement are arterial street impact fee improvements. As a result, Property Owner is eligible to request reimbursement from arterial street impact fees for the actual cost of designing and constructing said improvements. Property Owner and the City agree and acknowledge that the development shown in the Planned Unit Development will generate arterial street impact fees that exceed the anticipated costs of the Roundabout and Turn Lane Improvements. Considering this, the City agrees that the first Nine

Hundred Thousand and No/100 Dollars (\$900,000.00) in arterial street impact fees paid to the City as a result of development of the Property shall be designated to reimbursing Property Owner for the cost of designing and constructing the Roundabout. For any arterial street impact fees collected as a result of development of the Property in excess of \$900,000, Property Owner and the City agree that said fees shall be divided with two-thirds (2/3) of such fees being applied toward reimbursement of the Property Owner for the costs of the Roundabout and Turn Lane Improvement and one-third (1/3) of such fees being utilized by the City to fund additional arterial street impact fee facility improvements in the arterial street impact fee district where the Property is located. The division of arterial street impact fees shall take place on an ongoing basis as they are received.

4. **Internal Streets.** Additional City local and collector streets will be required within the Property to serve the Property (collectively “Internal Streets” and individually an “Internal Street”). The Internal Streets shall be constructed by the Property Owner to the extent that such Internal Streets are shown within a preliminary plat, special permit, use permit or planned unit development. Construction of the Internal Streets shall be at such Property Owner’s own cost and expense, under the authority of an executive order issued by the Mayor of the City in phases as part of the platting process. Property Owner specifically acknowledges that when constructing the Internal Streets, it shall construct both right and left turn lanes in Alvo Road for both northbound and southbound traffic where Crestone Drive intersects with Alvo Road. Further, Property Owner acknowledges and agrees that the intersection of Windom Way and Arbor Road shall be a full access intersection with left and right turn lanes to be constructed in Arbor Road. None of the improvements described in this section shall be eligible for reimbursement using arterial street impact fees.

5. **City Roadway Improvements.** Property Owner and the City have identified a number of other improvements in the arterial streets around and adjacent to the Property. Such improvements include several new traffic signals, capacity improvements to Alvo Road and Arbor Road, and turn lane improvements on the westbound exit ramp from I-80 to N. 27th Street. The City assumes responsibility for designing and constructing such improvements at its discretion without assistance from Property Owner.

6. **Access to Arbor Road and N. 27th Street.** Property Owner agrees and does hereby waive any right to take direct access to N. 27th Street from the Property. Further, Property Owner agrees and does hereby waive any right to direct access from the Property to Arbor Road except at Windom Way.

III.

CONTRIBUTION TO RURAL FIRE PROTECTION DISTRICT

Property Owner understands and acknowledges that the City's annexation of the Property or any portion thereof lying within the boundaries of the Raymond Rural Fire Protection District ("District") shall not be complete except upon the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of Property or portion thereof being annexed. The Property Owner agrees to pay the City whatever amount which must be paid by the City to the District in order for the portion of the Property being annexed to be complete.

VIII.

NOTICE

A. **Notice.** Any notices required to be forwarded to a party hereto shall be deemed

appropriately given or delivered if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed or delivered personally as follows:

- (1) If to the City:
Mayor
555 South 10th Street
Lincoln, Nebraska 68508

with a copy to:

City Attorney
575 South 10th Street
Lincoln, NE 68508

- (2) If to the Property Owner:
Stone Bridge Creek, LLC
1101 N Street
Lincoln, Nebraska 68508

Any party hereto may change its address for notification purposes by written notice to all parties hereto in the manner and method set forth within this paragraph.

IX.

MISCELLANEOUS

A. Exhibits. All of the Exhibits attached to this Agreement are incorporated herein by this reference.

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

C. Further Assurances. Property Owner and the City will use their 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 parties 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.

D. 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.

E. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any 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.

F. 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.

G. 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, Property Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

H. Assignment. In the case of the assignment of this Agreement by the Property Owner, prompt written notice shall be given to the City 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 City or unless otherwise stated herein.

I. Default. Time is agreed to be of the essence. In the event the Property Owner defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the City may take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach. In the event the City defaults in fulfilling any of its

covenants and responsibilities as set forth in this Agreement, then the Property Owner may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

J. Copy of Notice of Default to Mortgagee. Whenever a party shall deliver any notice or demand to a defaulting party with respect to any breach or default by defaulting party of its obligations or covenants in this Agreement, the party delivering such notice or demand shall at the same time forward a copy of such notice or demand to each holder of any mortgage, deed of trust or similar method of encumbrance (collectively "Mortgage") at the last address of such Mortgage holder as shown in the records of the Register of Deeds of Lancaster County as provided in such Mortgage of the defaulting party.

K. Mortgage Holder's Option to Cure Defaults. If fourteen (14) days after any notice or demand with respect to any breach or default as referred to in Article IX, Paragraph J such breach or default remains uncured, each such Mortgage holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its Mortgage.

L. 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.

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

N. Cooperation. Each undersigned party will whenever it shall be necessary to do so

by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided.

O. Authority. The City and Property Owner each represent and warrant that said party has the authority to enter into this Agreement and perform the party's obligations hereunder and has taken all steps to legally exercise that authority.

P. Release of Buildable Lot. 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. For the purposes of this Agreement, "Buildable Lot" shall mean a buildable lot of record (excluding outlots) as defined by the City subdivision ordinance being (a) less than ten acres in size, (b) within a lawful final plat of the Property or a portion of the Property and (c) conveyed in fee title (or leased in writing for a term of three years or more) to an Unrelated Third Party. Notwithstanding any contrary provision herein, any Buildable Lot Owner shall automatically be deemed released from this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot Owner" shall mean the grantee under a deed conveying fee title (or a lessee under a written lease having a term of three years or more) to a Buildable Lot who is an Unrelated Third Party. Any such conveyance (or lease) of a Buildable Lot shall not terminate the liability of the grantor (lessor) Property Owner and its successors and assigns to perform its obligations under this Agreement, unless a specific release in writing is given and signed by the parties to this Agreement. An "Unrelated Third Party" means a person, corporation, partnership, trust or other entity who is not the Property Owner or its successor or assign and is not an Affiliate under this Agreement. "Affiliate" means: (i) any officer, director, employee or blood related family member of a Party; and (ii) any corporation, partnership, trust or other entity

controlling, controlled by or under common control with a Party or any person described in (i) above; and (iii) any officer, director, trustee, general partner or employee of any person described in (ii) above. For purposes of this definition, the term "control" shall also mean the control or ownership of ten percent (10%) or more of the beneficial ownership or fifty percent (50%) of the memberships in the entity referred to.

Q. Condemnation. The City, at its expense, including, but not limited to, acquisition costs, condemnation awards, court costs, expert witness fees, testing fees, interest, and City staff time, acquire the remaining balance of any and all right of way and temporary and permanent easements necessary for the design, grading, construction and operation of the impact fee facilities described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right of way and temporary and permanent easements described in this Paragraph.

R. Authority. All necessary actions to duly approve the execution, delivery, and performance of this Agreement has been undertaken by each party and this Agreement constitutes a valid and binding agreement of the parties, enforceable in accordance with its terms.

S. Contingency. This Agreement is contingent upon the City and Property Owner executing and delivering the Annexation Agreement and the City approving the Annexation Agreement and the First Phase Governmental Action.

T. Amendments. This Agreement may only be amended or modified in writing signed by the City and the Property Owner.

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

EXHIBIT A
"The Property"

PARCEL #1

A TRACT OF LAND COMPOSED OF LOT 45 I.T., A PORTION OF LOT 36 I.T., A PORTION OF LOT 46 I.T., AND A PORTION OF ARBOR ROAD RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., AND A PORTION OF ARBOR ROAD RIGHT-OF-WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., ALL IN LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF N00°14'28"E, A DISTANCE OF 50.00' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF ARBOR ROAD, SAID POINT BEING ON A SOUTH LINE OF LOT 14 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M.; THENCE S89°27'58"E, ON A NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING A SOUTH LINE OF SAID LOT 14 I.T., SAID LINE ALSO BEING 50.00' NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 849.16' TO A POINT; THENCE S00°32'02"W, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING A WEST LINE OF SAID LOT 14 I.T., A DISTANCE OF 17.00' TO A POINT; THENCE S89°27'58"E, ON A NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING A SOUTH LINE OF SAID LOT 14 I.T., SAID LINE ALSO BEING 33.00' NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 150.00' TO A POINT; THENCE N00°32'02"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING A EAST LINE OF SAID LOT 14 I.T., A DISTANCE OF 17.00' TO A POINT; THENCE S89°27'58"E, ON A NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING A SOUTH LINE OF SAID LOT 14 I.T., SAID LINE ALSO BEING 50.00' NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 488.76' TO A POINT; THENCE S00°32'02"W, A DISTANCE OF 100.00' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 46 I.T., SAID LOT BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF ARBOR ROAD, SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 33°25'42", A RADIUS OF 1,560.00', AN ARC LENGTH OF 910.16', A CHORD LENGTH OF 897.30', A TANGENT LENGTH OF 468.44', AND A CHORD BEARING OF S52°10'35"W TO A POINT; THENCE S35°28'26"W, ON THE SOUTHEAST LINE OF LOT 45 I.T., A DISTANCE OF 1,353.65' TO THE SOUTHWEST CORNER OF SAID LOT 45 I.T., SAID POINT BEING ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N00°14'28"E, ON THE WEST LINE OF SAID LOT 45 I.T., SAID LINE ALSO BEING THE WEST LINE OF SAID SOUTHEAST

QUARTER, A DISTANCE OF 1,716.53' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,171,458.77 SQUARE FEET OR 26.89 ACRES, MORE OR LESS.

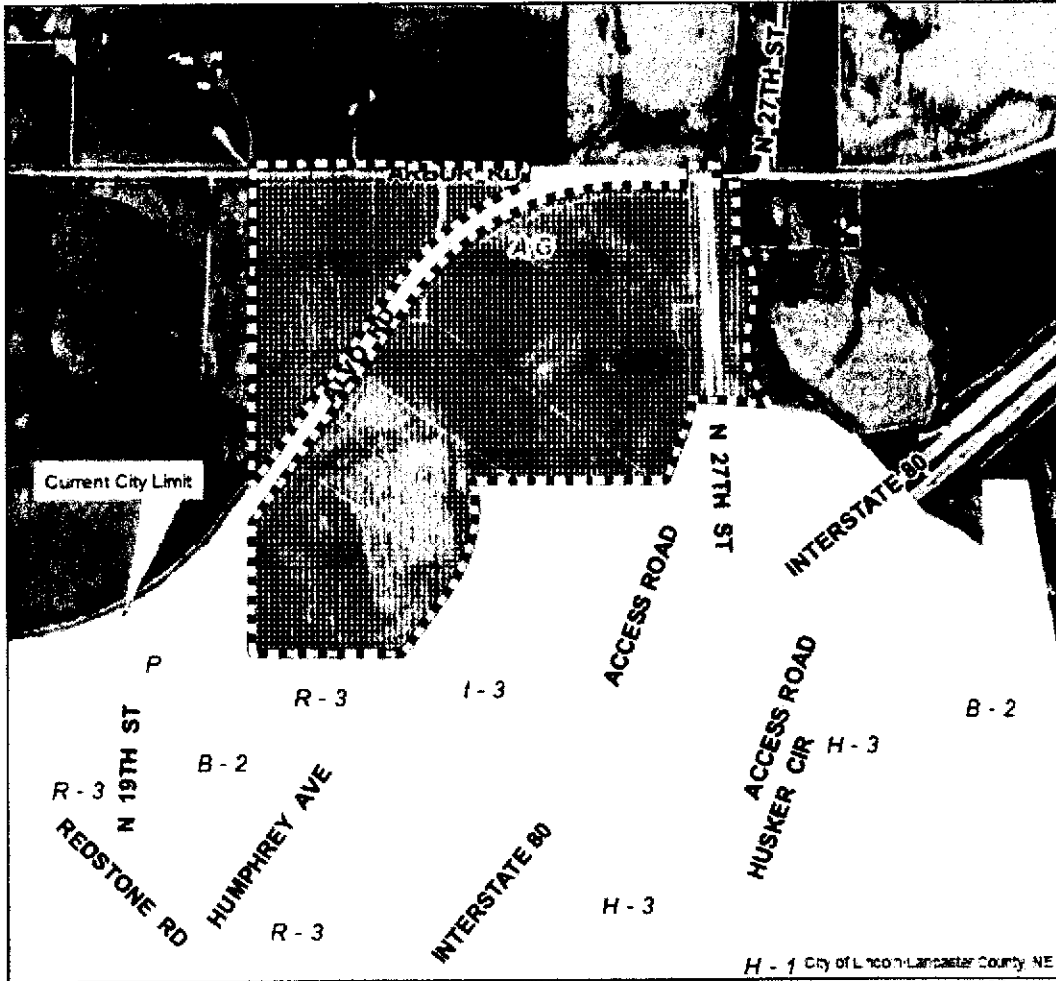
TOGETHER WITH THE FOLLOWING:

PARCEL #2

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 39 I.T., A PORTION OF LOT 47 I.T., A PORTION OF LOT 49 I.T., A PORTION OF LOT 36 I.T., A PORTION OF LOT 46 I.T., A PORTION OF LOT 50 I.T., A PORTION OF ARBOR ROAD RIGHT-OF-WAY, AND A PORTION OF NORTH 27TH STREET RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., A PORTION OF ARBOR ROAD RIGHT-OF-WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., AND A PORTION OF NORTH 27TH STREET RIGHT-OF-WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., ALL LOCATED IN LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 39 I.T.; THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 39 I.T., ON AN ASSUMED BEARING OF N00°14'28"E, A DISTANCE OF 718.16' TO A TRACT OF LAND DEEDED TO THE CITY OF LINCOLN DESCRIBED IN INSTRUMENT # 2003-10438; THENCE N35°28'26"E, ALONG A TRACT OF LAND DEEDED TO THE CITY OF LINCOLN DESCRIBED IN INSTRUMENT # 2003-10438, A DISTANCE OF 1,523.26' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 55°04'09", A RADIUS OF 1,440.00', AN ARC LENGTH OF 1,384.04', A CHORD LENGTH OF 1,331.38', A TANGENT LENGTH OF 750.72', AND A CHORD BEARING OF N62°59'45"E TO A POINT; THENCE S89°28'10"E, A DISTANCE OF 296.07', TO A POINT OF INTERSECTION WITH A SOUTHWEST RIGHT-OF-WAY LINE OF ARBOR ROAD; THENCE N00°32'02"E, A DISTANCE OF 110.00' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID RIGHT-OF-WAY; THENCE S89°27'58"E, ON A NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 184.84' TO A POINT LOCATED 107.00' WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00°17'32"W, ON A LINE LOCATED 107.00' WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 100.00' TO A POINT OF INTERSECTION WITH SOUTH LINE OF SAID RIGHT-OF-WAY; THENCE S89°27'58"E, ON THE SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 107.00' TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE S00°17'32"W, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING THE

EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 342.00' TO THE SOUTHWEST CORNER OF LOT 47 I.T., SAID LOT BEING IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE S89°31'55"E, ON A SOUTH LINE OF SAID LOT 47 I.T., SAID LINE ALSO BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 42.44' TO A NORTHWEST CORNER OF LOT 72 I.T.; THENCE S22°40'11"E, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 75.34' TO A POINT; THENCE S10°27'05"E, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.98' TO A POINT; THENCE S07°03'21"E, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.32' TO A POINT; THENCE S12°26'58"W, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 93.15' TO A POINT; THENCE S12°46'23"W, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 114.02' TO A POINT; THENCE S02°05'31"W, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.32' TO A POINT; THENCE S05°54'56"E, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.18' TO A POINT; THENCE S26°13'53"E, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 109.25' TO A POINT; THENCE S30°51'03"E, ON A WEST LINE OF SAID LOT 72 I.T., SAID LINE ALSO BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 113.65' TO A POINT; THENCE N85°29'41"W, A DISTANCE OF 424.20' TO A POINT OF INTERSECTION WITH AN EAST LINE OF LOT 50 I.T., SAID LOT BEING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., SAID POINT ALSO BEING ON A WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 23°23'45", A RADIUS OF 381.99', AN ARC LENGTH OF 155.98' ON A EAST LINE OF SAID LOT 50 I.T., SAID LINE ALSO BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 154.90', A TANGENT LENGTH OF 79.09', AND A CHORD BEARING OF S09°12'48"W TO A POINT; THENCE S20°54'40"W, ON A EAST LINE OF SAID LOT 50 I.T., SAID LINE ALSO BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 318.01' TO A POINT; THENCE S89°59'42"W, A DISTANCE OF 1,064.76' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 45°13'05", A RADIUS OF 814.00', AN ARC LENGTH OF 642.41', A CHORD LENGTH OF 625.87', A TANGENT LENGTH OF 338.99', AND A CHORD BEARING OF S13°08'12"W TO A POINT; THENCE S35°44'44"W, A DISTANCE OF 419.00' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 39 I.T., SAID LINE ALSO BEING THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N89°31'54"W, ON THE SOUTH LINE OF SAID LOT 39 I.T., SAID LINE ALSO BEING THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 817.18' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 3,996,354.70 SQUARE FEET OR 91.74 ACRES, MORE OR LESS.



2018 aerial

Annexation #: AN19001
Stone Bridge Creek Commercial
N 27th St & Arbor Rd

Zoning:

- R-1 to R-4 Residential District
- AG Agriculture District
- AGD Agriculture Residential District
- U-1 Urban District
- U-2 Suburban Urban District
- U-3 Office Park District
- R-1 Residential - The individual lot
- R-1 Residential - lots District
- R-2 The new Single-Family Residential District
- R-3 Commercial District
- R-4 Light Commercial District
- R-5 The new Single-Family Residential District
- R-6 Commercial District
- R-7 Light Commercial District
- R-8 The new Single-Family Residential District
- R-9 Light Commercial District
- R-10 Light Commercial District
- R-11 Light Commercial District
- R-12 Light Commercial District
- R-13 Light Commercial District
- P Public Use District

Two Square Miles:
 Sec. 25 T11N R06E
 Sec. 31 T11N R07E

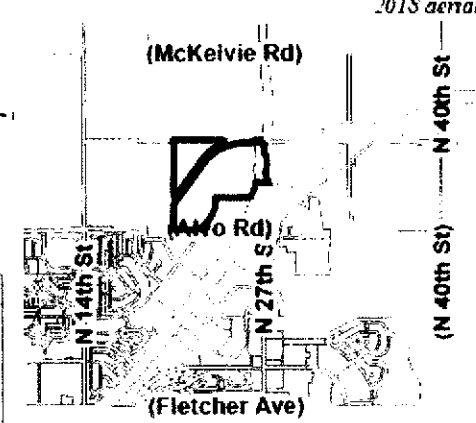
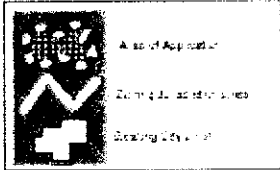


Fig. 4. City of Lincoln Lancaster County NE

EXHIBIT B
Change of Zone

R-3 TO R-3 PUD

A TRACT OF LAND COMPOSED OF LOT 47 I.T., LOCATED IN THE NORTHWEST QUARTER, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERN CORNER OF LOT 47 I.T., LOCATED IN THE NORTHWEST QUARTER, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., SAID POINT BEING ON A SOUTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE SOUTHEASTERLY ON THE NORTHEAST LINE OF SAID LOT 47 I.T., ON AN ASSUMED BEARING OF S54°15'25"E, A DISTANCE OF 781.84' TO THE NORTHEASTERN CORNER OF SAID LOT 47 I.T., SAID A POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE S35°44'00"W, ON THE SOUTHEAST LINE OF SAID LOT 47 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1,224.68' TO THE SOUTHEAST CORNER OF SAID LOT 47 I.T.; THENCE N65°05'09"W, ON A SOUTH LINE OF SAID LOT 47 I.T., A DISTANCE OF 424.56' TO A POINT; THENCE N40°01'50"W, ON A SOUTHWEST LINE OF SAID LOT 47 I.T., A DISTANCE OF 422.75' TO THE SOUTHWEST CORNER OF SAID LOT 47 I.T., SAID POINT BEING ON A SOUTHEAST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE N50°04'37"E, ON A NORTHWEST LINE OF SAID LOT 47 I.T., SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°14'21", A RADIUS OF 1,236.00', AN ARC LENGTH OF 307.17' ON A NORTHWEST LINE OF SAID LOT 47 I.T., A CHORD LENGTH OF 306.38', A TANGENT LENGTH OF 154.38', AND A CHORD BEARING OF N42°52'31"E TO A POINT; THENCE N35°44'44"E, ON A NORTHEAST LINE OF SAID LOT 47 I.T., SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 870.49' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 991,682.17 SQUARE FEET OR 22.77 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "G" STONE BRIDGE CREEK ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 06 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING **THE POINT OF BEGINNING**; THENCE EASTERLY ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 31 MINUTES 54 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE NORTH LINE OF SAID OUTLOT "G" A DISTANCE OF 817.18 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "G", SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE SOUTH 35 DEGREES 44 MINUTES 12 SECONDS WEST, ON THE EAST LINE OF OUTLOT "G", SAID LINE BEING A WEST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE, A DISTANCE OF 759.79 FEET TO A POINT; THENCE NORTH 54 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 135.31 FEET TO A POINT; THENCE NORTH 25 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 604.73 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING A CALCULATED AREA OF 272,867.08 SQUARE FEET OR 6.26 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

A TRACT OF LAND COMPOSED OF LOT 23, BLOCK 1, STONE BRIDGE CREEK 5TH ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 23, BLOCK 1, STONE BRIDGE CREEK 5TH ADDITION, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF FLAGSTONE ROAD; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 23, ON AN ASSUMED BEARING OF $N00^{\circ}31'07''E$, A DISTANCE OF 110.11' TO THE NORTHWEST CORNER OF SAID LOT 23; THENCE $S89^{\circ}26'13''E$, ON THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 268.89' TO THE NORTHEAST CORNER OF SAID LOT 23, SAID POINT BEING ON A WEST RIGHT-OF-WAY LINE OF CENTURION DRIVE; THENCE $S00^{\circ}30'19''W$, ON AN EAST LINE OF SAID LOT 23, SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 21.38' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $04^{\circ}22'20''$, A RADIUS OF 836.00', AN ARC LENGTH OF 63.80' ON A EAST LINE OF SAID LOT 23, SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 63.78', A TANGENT LENGTH OF 31.91', AND A CHORD BEARING OF $S01^{\circ}40'51''E$ TO THE SOUTHEAST CORNER OF SAID LOT 23, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF FLAGSTONE ROAD; THENCE $S84^{\circ}07'43''W$, ON A SOUTH LINE OF SAID LOT 23, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 168.66' TO A POINT OF CURVATURE FOR A

CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $06^{\circ}08'26''$, A RADIUS OF 970.00', AN ARC LENGTH OF 103.96', ON A SOUTH LINE OF SAID LOT 23, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 103.91', A TANGENT LENGTH OF 52.03', AND A CHORD BEARING OF $S87^{\circ}11'56''W$, TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 26,895.79 SQUARE FEET OR 0.62 ACRES, MORE OR LESS.

B-2 TO R-3 PUD

A TRACT OF LAND COMPOSED OF OUTLOT "B", STONE BRIDGE CREEK 5TH ADDITION, LOCATED IN THE NORTHWEST QUARTER, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERN CORNER OF OUTLOT "B", STONE BRIDGE CREEK 5TH ADDITION, SAID POINT BEING ON A WEST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE $S35^{\circ}44'44''W$, ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 707.44' TO THE MOST SOUTHERN CORNER OF SAID OUTLOT "B", SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF REDSTONE ROAD, SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $01^{\circ}05'00''$, A RADIUS OF 967.00', AN ARC LENGTH OF 18.28' ON A SOUTH LINE OF SAID OUTLOT "D", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 18.28', A TANGENT LENGTH OF 9.14', AND A CHORD BEARING OF $N53^{\circ}57'30''W$ TO A POINT; THENCE $S37^{\circ}09'47''W$, ON A SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 2.26' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $09^{\circ}11'19''$, A RADIUS OF 1,290.00', AN ARC LENGTH OF 206.88' ON A SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 206.66', A TANGENT LENGTH OF 103.66', AND A CHORD BEARING OF $N48^{\circ}12'07''W$ TO A POINT; THENCE $N44^{\circ}15'54''W$, ON A SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 40.49' TO THE SOUTHWEST CORNER OF SAID OUTLOT "B"; THENCE $N45^{\circ}44'06''E$, ON A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 114.16' TO A POINT; THENCE $N35^{\circ}36'16''E$, ON A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 315.47' TO A POINT; THENCE $N20^{\circ}33'12''E$, ON A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 45.71' TO A POINT; THENCE $N00^{\circ}31'03''E$, ON A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 73.11' TO A POINT; THENCE $N24^{\circ}31'26''W$, ON A WEST LINE OF SAID

OUTLOT "B", A DISTANCE OF 73.19' TO A POINT; THENCE N49°15'58"W, ON A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 73.12' TO A POINT; THENCE N74°03'00"W, ON A SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 73.02' TO A POINT; THENCE N77°54'08"W, ON A SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 128.84' TO A WEST CORNER OF SAID OUTLOT "B"; THENCE N00°30'29"E, ON A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 371.34' TO THE NORTHWEST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF FLAGSTONE ROAD, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°47'21", A RADIUS OF 1,030.00', AN ARC LENGTH OF 86.10' ON A NORTH LINE OF SAID OUTLOT "B", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 86.07', A TANGENT LENGTH OF 43.07', AND A CHORD BEARING OF N86°31'23"E TO A POINT; THENCE N84°07'43"E, ON A NORTH LINE OF SAID OUTLOT "B", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 168.73' TO THE NORTHEAST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON A WEST RIGHT-OF-WAY LINE OF CENTURION DRIVE, SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°48'18", A RADIUS OF 836.00', AN ARC LENGTH OF 449.47' ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 444.08', A TANGENT LENGTH OF 230.31', AND A CHORD BEARING OF S23°23'46"E TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°47'57", A RADIUS OF 582.00', AN ARC LENGTH OF 28.43' ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 28.43', A TANGENT LENGTH OF 14.22', AND A CHORD BEARING OF S37°23'58"E TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 09°23'54", A RADIUS OF 416.00', AN ARC LENGTH OF 68.24' ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 68.16', A TANGENT LENGTH OF 34.19', AND A CHORD BEARING OF S40°41'57"E TO A POINT OF COMPOUND CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE, HAVING A CENTRAL ANGLE OF 08°51'54", A RADIUS OF 840.00', AN ARC LENGTH OF 129.97' ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 129.84', A TANGENT LENGTH OF 65.11', AND A CHORD BEARING OF S49°49'51"E TO A POINT; THENCE S54°15'48"E, ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.22' TO AN EAST CORNER OF SAID OUTLOT "B"; THENCE S09°19'28"E, ON A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING SOUTH LINE OF SAID RIGHT-OF-WAY, A

DISTANCE OF 35.36' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 336,955.08 SQUARE FEET OR 7.74 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

A TRACT OF LAND COMPOSED OF LOT 14, BLOCK 4, STONE BRIDGE CREEK 5TH ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERN CORNER OF LOT 14, BLOCK 4, STONE BRIDGE CREEK 5TH ADDITION, SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 14, ON AN ASSUMED BEARING OF N10°19'38"W, A DISTANCE OF 369.06' TO A WEST CORNER OF SAID LOT 14; THENCE N45°44'06"E, ON A NORTHWEST LINE OF SAID LOT 14, A DISTANCE OF 211.43' TO THE MOST NORTHERN CORNER OF SAID LOT 14, SAID POINT BEING ON A SOUTHWEST RIGHT-OF-WAY LINE OF REDSTONE ROAD; THENCE S44°15'54"E, ON A NORTHEAST LINE OF SAID LOT 14, SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50.53' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 09°10'32", A RADIUS OF 1,350.00', AN ARC LENGTH OF 216.19' ON A NORTHEAST LINE OF SAID LOT 14, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 215.96', A TANGENT LENGTH OF 108.33', AND A CHORD BEARING OF S48°12'37"E TO A POINT; THENCE S37°09'47"W, ON AN EAST LINE OF SAID LOT 14, A DISTANCE OF 3.70' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°06'17", A RADIUS OF 1,033.00', AN ARC LENGTH OF 19.92' ON A NORTHEAST LINE OF SAID LOT 14, SAID LINE BEING A SOUTHWEST LINE OF REDSTONE ROAD, A CHORD LENGTH OF 19.91', A TANGENT LENGTH OF 9.96', AND A CHORD BEARING OF S53°48'24"E TO THE MOST EASTERN CORNER OF SAID LOT 14, SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE S35°44'44"W, ON A SOUTHEAST LINE OF SAID LOT 14, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 66.84' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°14'04", A RADIUS OF 1,164.00', AN ARC LENGTH OF 289.18' ON A SOUTHEAST LINE OF SAID LOT 14, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 288.44', A TANGENT LENGTH OF 145.34', AND A CHORD BEARING OF S42°53'00"W TO A POINT; THENCE S50°04'37"W, ON A SOUTHEAST LINE

OF SAID LOT 14, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 78.29' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 98,468.52 SQUARE FEET OR 2.26 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "G", STONE BRIDGE CREEK ADDITION, LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., AND LOT 44 I.T. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST, OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON AN ASSUMED BEARING OF SOUTH 25 DEGREES 50 MINUTES 58 SECONDS EAST, A DISTANCE OF 604.73 FEET TO A POINT; THENCE SOUTH 54 DEGREES 15 MINUTES 58 SECONDS EAST, A DISTANCE OF 135.31 FEET TO A POINT ON AN EAST LINE OF SAID OUTLOT "G", SAID POINT ALSO BEING ON A WEST RIGHT-OF-WAY LINE OF HUMPHREY AVENUE; THENCE SOUTH 35 DEGREES 44 MINUTES 12 SECONDS WEST, ALONG A WEST LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING A EAST LINE OF SAID OUTLOT "G", A DISTANCE OF 372.49 FEET TO A POINT; THENCE SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT "G", SAID LINE BEING A NORTH RIGHT-OF-WAY LINE OF CENTURION DRIVE, A DISTANCE OF 35.54 FEET TO A SOUTH CORNER OF SAID OUTLOT "G"; THENCE NORTH 54 DEGREES 15 MINUTES 48 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID OUTLOT "G", SAID LINE BEING A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.22 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 760.00 FEET; A DELTA ANGLE OF 08 DEGREES 51 MINUTES 54 SECONDS, AN ARC LENGTH OF 117.59 FEET, ALONG A WEST LINE OF SAID OUTLOT "G", SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 58.91 FEET, A CHORD BEARING OF NORTH 49 DEGREES 49 MINUTES 51 SECONDS WEST, AND A CHORD DISTANCE OF 117.47 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,116.00 FEET; A DELTA ANGLE OF 02 DEGREES 11 MINUTES 11 SECONDS, AN ARC LENGTH OF 42.59 FEET, ALONG A SOUTHWEST LINE OF SAID OUTLOT "G", SAID LINE BEING A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A CHORD BEARING OF NORTH 46 DEGREES 29 MINUTES 29 SECONDS WEST, AND A CHORD DISTANCE OF 42.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT

HAVING A RADIUS OF 284.00 FEET; A DELTA ANGLE OF 08 DEGREES 34 MINUTES 30 SECONDS, AN ARC LENGTH OF 42.50 FEET, ALONG A SOUTHWEST LINE OF SAID OUTLOT "G", SAID LINE BEING A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 21.29 FEET, A CHORD BEARING OF NORTH 43 DEGREES 17 MINUTES 50 SECONDS WEST, AND A CHORD DISTANCE OF 42.46 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 764.00 FEET; A DELTA ANGLE OF 39 DEGREES 31 MINUTES 51 SECONDS, AN ARC LENGTH OF 527.12 FEET, ALONG A WEST LINE OF SAID OUTLOT "G", SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 274.54 FEET, A CHORD BEARING OF NORTH 19 DEGREES 14 MINUTES 42 SECONDS WEST, AND A CHORD DISTANCE OF 516.73 FEET TO A WEST CORNER OF SAID OUTLOT "G"; THENCE NORTH 00 DEGREES 33 MINUTES 09 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT "G", SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 301.09 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "G"; THENCE NORTH 00 DEGREES 17 MINUTES 34 SECONDS EAST, ALONG AN EAST LINE OF SAID RIGHT-OF-WAY LINE, SAID LINE BEING A WEST LINE OF LOT 44 I.T., A DISTANCE OF 35.13 FEET TO A POINT OF NON TANGENT CURVATURE, THENCE ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 423.00 FEET; A DELTA ANGLE OF 24 DEGREES 14 MINUTES 25 SECONDS, AN ARC LENGTH OF 178.96 FEET, ALONG A WEST LINE OF SAID LOT 44 I.T., SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 10 DEGREES 20 MINUTES 19 SECONDS WEST, AND A CHORD DISTANCE OF 177.63 FEET TO A POINT OF NON TANGENT CURVATURE, THENCE ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET; A DELTA ANGLE OF 14 DEGREES 30 MINUTES 55 SECONDS, AN ARC LENGTH OF 107.67 FEET, ALONG THE WEST LINE OF SAID LOT 44 I.T., SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 54.12 FEET, A CHORD BEARING OF NORTH 30 DEGREES 58 MINUTES 31 SECONDS WEST, AND A CHORD DISTANCE OF 107.38 FEET TO A POINT; THENCE NORTH 38 DEGREES 13 MINUTES 59 SECONDS WEST, ON AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 34.17 FEET TO A WEST CORNER OF SAID LOT 44 I.T.; THENCE NORTH 05 DEGREES 54 MINUTES 00 SECONDS EAST, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 35.89 FEET TO A WEST CORNER OF SAID LOT 44 I.T., SAID POINT BEING ON A SOUTHWEST RIGHT-OF-WAY OF ALVO ROAD, SAID POINT BEING A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,735.00 FEET; A DELTA ANGLE OF 14 DEGREES 09 MINUTES 00 SECONDS, AN ARC LENGTH OF 428.48 FEET, ALONG A WEST LINE OF SAID LOT 44 I.T. SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 215.34 FEET, A CHORD BEARING OF NORTH 42 DEGREES 32

MINUTES 44 SECONDS EAST, AND A CHORD DISTANCE OF 427.39 FEET TO A POINT; THENCE NORTH 35 DEGREES 28 MINUTES 14 SECONDS EAST ALONG A WEST LINE OF SAID LOT 44 I.T., SAID LINE BEING AN EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 45.34 FEET TO A NORTH CORNER OF SAID LOT 44 I.T., SAID POINT BEING ON THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 25; THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, ON AN EAST LINE OF SAID LOT 44 I.T., SAID LINE BEING THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 718.16 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 452,235.68 SQUARE FEET OR 10.38 ACRES, MORE OR LESS.

AG TO R-3 PUD

A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 39 I.T., 47 I.T., 49 I.T., AND 50 I.T., AND ALL OF LOTS 45 I.T., 36 I.T. AND 46 I.T., AND A PORTION OF ALVO ROAD RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT BEING **THE POINT OF BEGINNING**; THENCE NORTHERLY ON AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,592.70 FEET TO THE NORTHWEST CORNER OF LOT 45 I.T.; THENCE SOUTH 89 DEGREES 27 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 45 I.T., 36 I.T., AND 46 I.T., SAID LINE ALSO BEING A SOUTH RIGHT-OF-WAY LINE OF ARBOR ROAD A DISTANCE OF 2,344.79 FEET TO A NORTHEAST CORNER OF LOT 46 I.T.; THENCE SOUTH 53 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG A NORTHEAST LINE ON LOT 46 I.T., A DISTANCE OF 49.15 FEET TO AN EAST CORNER OF LOT 46 I.T.; THENCE SOUTH 02 DEGREES 29 MINUTES 37 SECONDS EAST, ALONG THE EAST LINE OF LOT 46 I.T., AND THE EAST LINE OF LOT 50 I.T., SAID LINE ALSO BEING A WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, A DISTANCE OF 625.83 FEET TO AN EAST CORNER OF SAID LOT 50 I.T.; THENCE SOUTH 87 DEGREES 30 MINUTES 23 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 50 I.T., SAID LINE ALSO BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 105.00 FEET TO AN EAST CORNER OF SAID LOT 50 I.T.; THENCE SOUTH 02 DEGREES 29 MINUTES 37 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 50 I.T., SAID LINE ALSO BEING A WEST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 159.17 FEET TO AN EAST CORNER OF SAID LOT 50 I.T.; THENCE SOUTH 32 DEGREES 42 MINUTES 37 SECONDS EAST, ALONG AN EAST