



RESOLUTION A- 93312

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

2 WHEREAS, the Fire Ridge Annexation Agreement was approved on August 4, 2021 as
3 City Council Resolution No. A-92854 for the development, zoning and annexation of property
4 generally located in the area between 98th Street and 105th Street near and abutting Van Dorn
5 Street.

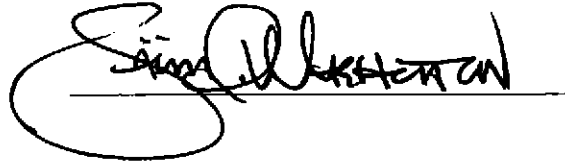
6 WHEREAS, First Amendment and Restatement of Annexation Agreement attached hereto
7 as Attachment "A", to the Fire Ridge Annexation Agreement between the City of Lincoln and
8 Fire Ridge, LLC, to reflect changes related to the development of the property generally located
9 in the area between 98th Street and 105th Street near and abutting Van Dorn Street, is hereby
10 approved and the Mayor is authorized to execute the First Amendment and Restatement on behalf
11 of the City.

12 BE IT RESOLVED that the City Clerk is directed to return one fully-executed copy of this
13 Agreement to the Planning Department, for distribution to the Developer.

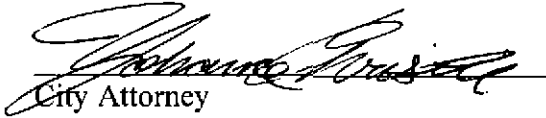
14 BE IT FURTHER RESOLVED that the City Clerk is directed to record the First
15 Amendment and Restatement of Annexation Agreement for Fire Ridge to the Fire Ridge
16 Annexation Agreement with the Register of Deeds for Lancaster County, Nebraska to be indexed
17 against the properties listed in the Fire Ridge Annexation Agreement, filing fees to be paid by the
18 Fire Ridge, LLC.

19 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this
20 Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by:



Approved as to Form & Legality:


City Attorney

AYES: Beckius, Meginnis, Raybould, Shobe, Ward;
NAYS: None. ABSENT: Bowers

Approved this 5th day of MAY, 2022:


Mayor

ADOPTED

MAY 02 2022

BY CITY COUNCIL

**FIRST AMENDMENT AND RESTATEMENT OF ANNEXATION AGREEMENT
FOR FIRE RIDGE
Development Agreement**

This First Amendment and Restatement of Annexation Agreement ("Amended and Restated Agreement") is made and entered into as of this ___ day of _____, 2022 by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), and **Fire Ridge, LLC** a Nebraska limited liability company ("Fire Ridge"), hereinafter also referred to as the "Developer" (Collectively, "the Parties")

RECITALS

1. City and Developer entered into the Annexation Agreement for Fire Ridge ("the Agreement"), through City Council Resolution No. A-92854 approved by City Council on August 4, 2021.
2. Following approval of the Agreement, the Parties discovered certain provisions of the agreement require amendment and clarification to reflect the intent of the Parties. Said amendments and clarifications are reflected in this First Amended and Restated Agreement
3. The Parties intend for this Amended and Restated Agreement to Replace the Agreement approved by City Council Resolution A-92854.

4. Fire Ridge controls and intends to develop a tract of the real property generally located in the area between 98th Street and 105th Street near and abutting Van Dorn Street, Lancaster County, Nebraska (“Fire Ridge Annexed Property”). The legal description of the property controlled by Fire Ridge and additional annexed property to the west of 98th street is attached hereto as “Exhibit A” (the “Annexed Property”). Fire Ridge desires to cause the urban development of the Property. City, at Developer’s request, has annexed the Annexed Property into the corporate limits of the City (AN 20014; City Council Ordinance 21096 approved August 4, 2021).
5. City, at Developer’s request, has rezoned that portion of the Fire Ridge Annexed Property from AG to R-3 Residential shown on Exhibit “B” (CZ 20038; City Council Ordinance 21097 approved August 4, 2021).
6. Per the Parties Amended and Restated Agreement, certain property, both within and outside the property annexed and property rezoned, will be subject to Directed Impact Fees (the “Directed Impact Fee Area”) the Directed Impact Fee Area is shown on Exhibit “C”. It is the Parties’ intent that this Amended and Restated Agreement be filed against that property shown on Exhibit C by the Lancaster County Nebraska Register of Deeds.
7. The Annexed Property is currently shown as Urban Residential on the 2050 Lincoln Future Land UseMap in Lincoln City-Lancaster County Comprehensive Plan and is designated Tier I, Priority A on the 2050 Lincoln Future Land Use Map..
8. The City’s approval of the Annexation and Change of Zone are collectively referred to herein as “Governmental Actions”.

9. The City was willing to approve the Governmental Actions and subsequently consider approving the use permits, special permits, preliminary plats, and final plats for the balance of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area pursuant to the Comprehensive Plan (collectively “Subsequent Governmental Actions”); provided that, the infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area. All preliminary plats, final plats, and other land use applications concerning the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area shall be considered pursuant to the City’s Comprehensive Plan, land development ordinances, applicable design standards, and the terms and conditions of this Agreement.
10. This Amended and Restated Agreement identifies the Developer’s and City’s responsibilities regarding the construction of infrastructure improvements necessitated by the development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area.

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

I.

DEFINITIONS

1. Defined Terms. The following are defined terms to this Agreement. Other paragraphs of this Agreement contain numerous refinements and exceptions which qualify the provisions of this Paragraph 1; all other defined terms are as shown in other provisions of this Agreement.

- a. “Construct” or “construction” means installation of the infrastructure components according to the City’s standard specifications and shall also include proper drainage, utility relocation (electric, cable, phone,

communication, fiber optic, gas, water, rural water, and sediment) and erosion controls and measures.

- b. "Cost", "cost and expense", "expense" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, acquisition of right-of-way or easements from a party other than the Developer, construction costs, publication costs, financing costs, and related miscellaneous costs.

II.

CONCURRENT APPROVAL OF GOVERNMENTAL ACTIONS; CONDITIONAL APPROVAL

A. **Concurrent Approval**. The City, concurrent with the approval of the Agreement approved by City Council Resolution A-92854, approved the following Governmental Actions:

1. Annexation of the property legally described and shown on Exhibit "A".
2. Amendment of the Lincoln zoning district maps to adopt the Change of Zone attached hereto as Exhibit "B".

B. **Conditional Approval**. Approvals of the Governmental Actions were conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled and are, the agreement of the parties amended as set forth herein. 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.

III.

STREET IMPROVEMENTS

A. 102nd and Van Dorn Street.

1. Prior to commencing Phase I Development as described in the CUP, Developer at its own cost and expense and pursuant to the City's executive order construction process, shall design, grade, and construct intersection improvements and the intersection of Van Dorn Street and 102nd Street. City's preferred improvement is design and construction of a two-lane roundabout. However, due to funding limitations, Developer shall be permitted to construct east and west bound turn-lane intersection improvements. Turn lane improvement shall be designed and constructed with permanent surfacing and at the future grade as established by Lincoln Transportation and Utilities. Turn lanes will be designed and constructed to a length supported by a traffic analysis for the development. Developer shall dedicate to the City the right-of-way required for a future round about at the intersection.

B. 98th and South Street.

1. Prior to commencing Phase IIA Development as described in the CUP, Developer at its own cost and expense and pursuant to the City's executive order construction process, shall design, grade, and construct intersection improvements and the intersection of 98th and South Street. City's preferred improvement is design and construction of a two-lane roundabout. However, due to funding limitations, Developer shall be permitted to construct north and south bound turn-lane intersection improvements. Turn lane improvement shall be designed and constructed with

permanent surfacing and at the future grade as established by Lincoln Transportation and Utilities. Turn lanes will be designed and constructed to a length supported by a traffic analysis for the development. Developer shall dedicate to the City the right-of-way required for a future round about at the intersection.

C. The City agrees that the Arterial Street Intersection Improvements described in subsections A and B of this Article are considered Impact Fee Facility Improvements as that term is defined in LMC §27.82.040. Therefore, the City agrees that it shall reimburse Developer for the 102nd & Van Dorn Street & 98th and South Street Intersection Improvements from the arterial street impact fees generated by development of the Directed Impact Fee Area shown on Exhibit C. Said reimbursement from arterial street impact fees generated by development of the Directed Impact Fee Area shall be paid quarterly as arterial street impact fees are received. The foregoing notwithstanding, any reimbursement to be paid from the arterial street impact fees shall not constitute a general obligation of the City. Turn lane improvements will only be eligible for impact fee reimbursement if they conform to the future grade elevation as determined by LTU.

D. Prior to commencing Phase VI development, as described in PUD, Developer shall pave, according to City Standard Specifications and through the City's executive order construction process, that portion of presently unpaved 105th street commencing within Camelot Acres, Block 2, Outlot A and continuing to the northern boundary of the Mopac Trail right of way.

F. **Dedication of Street Right-of-Way**. At the time of the applicable final platting or prior to construction of the Van Dorn Street Improvements, or at City's request if at any time Lancaster County Nebraska or City reconstructs of 98th Street, Developer agrees to dedicate, at no cost to the City, the additional right-of-way contemplated in subsections A and B above to the satisfaction of the Lincoln Transportation and Utilities Department (LTU). Fire Ridge shall

dedicate and convey the necessary right of way for the construction and operation of the 102nd & Van Dorn Street and the 98th & South Street roundabouts and the Internal Streets that are located within the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area, without additional cost or consideration, in conjunction with the construction of such Internal Street as set forth herein.

III.

PUBLIC WATER INFRASTRUCTURE

- A. **Phasing:** Phased development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area is defined in the CUP for the Fire Ridge Development.
- B. **Van Dorn Street.** The City has approved a Capital Improvement Program, which includes the construction of a 16-inch water main along Van Dorn Street from 91st to 98th Street (“Van Dorn Street Water Main West of 98th Street”) in FY2020-2021. City agrees to design and substantially complete the construction of the Van Dorn Street Water Main from 91st to 98th street by December 1, 2021, or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later. The City has approved a Capital Improvement Program with includes continued construction of the Van Dorn Street water main from 98th to at least 102nd, and perhaps further east in FY2022-23. (“Van Dorn Street Water Main East of 98th Street.”) City agrees to design the Van Dorn Street Water Main East of 98th Street Project and include that project as a section in the Bid documents, as an alternate bid, for the Van Dorn Street Water Main West of 98th Street Project. Subject to appropriation by the City Council, the City agrees to design and substantially complete the construction of the Van Dorn Street Water Main East of 98th Street by September 1, 2023, or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later.

City shall be diligent in taking steps to acquire necessary easements and ROW no later than 60-days after final design of the water main is complete.

1. **Acceleration of Van Dorn Street Water Main East of 98th Street.** Developer and the City acknowledge and agree that development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area may require the Van Dorn Street Water Main East of 98th Street to be constructed on an expedited schedule so that it can be completed prior to September 1, 2023, or within six (6) months of City's acquisition of necessary right of way and easements. In order to facilitate this construction, the City agrees that a Developer may assume the obligation to construct the Van Dorn Street Water Main East of 98th Street and may accelerate said construction by providing written notice to the Lincoln Transportation and Utilities Director of Developer's intent to cause the design and construction of the Van Dorn Street Water Main East of 98th Street to be accelerated at its expense subject to the terms and conditions of this Agreement.

a) **Estimated Costs.** Within thirty (30) days of receipt of the notice from Developer that it intends to accelerate the design and construction of the Van Dorn Street Water Main East of 98th Street, the City shall provide to the Developer the actual lowest responsible bid received, including City engineering costs, for the Van Dorn Street Water Main.

b) **Escrow.** Should Developer decide to proceed with the accelerated construction of the Van Dorn Street Water Main East of 98th Street, the Developer shall provide the City a bond, escrow, letter of credit, or other form of security approved by the City Attorney ("Escrow") for one hundred percent

(100%) of the City's accepted bid cost of the Van Dorn Street Water Main East of 98th Street.

- c) **Design and Bid.** Upon receipt of the Escrow in the amount of 100% of the City's accepted bid cost, the City shall design, or cause to be designed, construct the Van Dorn Street Water Main, East of 98th Street, as soon as reasonably possible.
- d) **Construction and Payment.** Upon acceptance of the lowest responsible bid and approval of the amount of the Escrow, the City shall commence construction of the Van Dorn Street Water Main East of 98th as soon as reasonably possible. Upon receipt of any invoice for the cost of constructing the Van Dorn Street Water Main East of 98th Street, the City will provide a copy of said invoice to the Developer who shall immediately advance funds to the City for the purpose of paying for actual cost of the work described in the invoice.
- e) **City Reimbursement.** Subject to appropriation by the City Council, the City shall reimburse the Developer for all funds expended by Developer to pay for construction of the Van Dorn Street Water Main East of 98th Street, from the City's Capital Improvement Program funds otherwise identified for the Van Dorn Street Water Main on or before December 31, 2022.

C. **98th Street.** The City has approved a Capital Improvement Program, which includes the construction of a one-half mile long 16-inch water main along 98th Street at some location between A Street and Van Dorn Street ("98th Street Water Main") in FY2022-2023. Subject to City Council appropriation, City agrees to design and substantially complete the construction of the one-half mile 98th Street Water Main at some location between A Street

and Van Dorn Street by September 1, 2023 or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later.

1. **Acceleration of 98th Street Water Main.** Developer and the City acknowledge and agree that development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area may require the one-half mile 16-inch 98th Street Water Main at a location between A Street and Van Dorn Street to be constructed on an expedited schedule so that it can be completed prior to September 1, 2023 or within six (6) months of City's acquisition of necessary right of way and easements. In order to facilitate this construction, the City agrees that a Developer may assume the obligation to construct the 98th Street Water Main and may accelerate said construction by providing written notice to the Lincoln Transportation and Utilities Director of Developer's intent to cause the construction of the one-half mile 16-inch 98th Street Water Main, at a location designated by the City between A Street and Van Dorn Street to be accelerated at its expense subject to the terms and conditions of this Agreement.

a) **Estimated Costs.** Within thirty (30) days of receipt of the notice from Developer that it intends to accelerate the design and construction of the 98th Street Water Main, the City shall provide to Developer the lowest responsible bid, including City engineering costs, for the 98th Street Water Main.

b) **Escrow.** Should Developer decide to proceed with the accelerated design and construction of the 98th Street Water Main, the Developer shall provide the City a bond, escrow, letter of credit, or other form of security approved by the City Attorney ("Escrow") for one hundred percent (100%) of the City's actual cost of the 98th Street Water Main.

- c) **Design and Bid.** Upon receipt of the Escrow in the amount of 100% of the City's lowest responsible bid, the City shall design, or cause to be designed, and bid construction of the 98th Street Water Main as soon as reasonably possible. The City shall notify the Developer upon receipt of the actual bids, and, the amount of the Escrow shall be either increased or decreased to match 100% of the actual lowest responsible bid.
- d) **Construction and Payment.** Upon acceptance of the lowest responsible bid and approval of the revised amount of the Escrow, if such a revision is necessary, the City shall commence construction of the 98th Street Water Main, as soon as reasonably possible. Upon receipt of any invoice for the cost of designing and/or constructing the 98th Street Water Main the City will provide a copy of said invoice to the Developer who shall immediately advance funds to the City for the purpose of paying for actual cost of the work described in the invoice.
- e) **City Reimbursement.** Subject to appropriation by the City Council, the City shall reimburse the Developer for all funds expended by Developer to pay for construction of the 98th Street Water Main from the City's Capital Improvement Program funds otherwise identified for the 98th Street Water Main no earlier than December 31, 2022.

Internal Water Lines. Additional water lines will be required to serve the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area (Internal Water Lines). Developer shall be responsible, based on the proposed use of the Parcel, for the cost of constructing a typical 6-inch water line located on the Parcel, and the City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fitting and all other accessories that are larger than

6-inches. If required, the Internal Water Lines shall be publicly bid and awarded as provided by law.

TRAILS AND PARKS

VI.

A. **Trails.** At the time of the applicable final platting, Developer shall dedicate or grant to City, at no cost to the City, the necessary easements for all Trails shown on the CUP. Developer shall perform all incidental grading to accommodate the future trails at no cost to the City. Developer shall present its plans, prior to grading, to City for review and approval. Should the City's approval require any grading beyond incidental grading to accommodate the future trails, the cost of such additional grading shall be paid for by the City. The width of the right-of-way or easement for the Trail will vary depending upon whether the location of the Trail is located within an arterial right-of-way, local street right-of-way or crossing an outlot area. The maximum width of a trail easement crossing an outlot area shall be twenty (20) feet wide. Developer agrees to grade the land within the trail easement to the satisfaction of the City Parks and Recreation Department subject to reimbursement as provided for above.

The City, at its expense, shall design, finish grade and construct the Trail, including any culverts, stream crossings, street crossings, signage and signalization. The City further agrees to consult with the Developer prior to commencing any design, or construction of the Trail to identify and eliminate or reduce, to the extent reasonably feasible, any development problems with the design and timing of said grading or construction. As part of the platting process, the applicable Developers agree to grant the City, at no cost to City, any temporary construction easements on land then owned by Developer and not then under construction needed in order for the City to grade, install culverts and stream crossings and construct the Trail. The City, at its expense, will have maintenance, repair and replacement responsibilities for the Trail. The

City agrees that during construction of the Trail, the City shall indemnify, defend, and hold harmless the Developer and its successors and assigns, from and against any and all losses, damages, claims, costs, expenses, or liabilities, including attorney fees, arising out of the City's negligence or willful misconduct in constructing the Trail.

B. **Pedestrian Crossing**. Developer agrees to design and construct the pedestrian crossing shown on the CUP traversing the drainage area within the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area. Said pedestrian crossing connects the City trail system to the internal development pedestrian sidewalk system. Following construction of the trail crossing, Developer shall deed the pedestrian crossing to City, at no cost to the City, and City shall be responsible for maintaining the pedestrian crossing and the adjacent pedestrian connection between the pedestrian crossing and public trail. That portion of the trail and Pedestrian Crossing to be maintained by the City is shown on Exhibit D.

C. **Trails in Sidewalk Space**. With regard to trails in the sidewalk space along 103rd Street within the development, the City shall have the option, at the time of final platting to: 1) pay the Developer the equivalent hard costs for the additional six (6) feet of concrete and the Developer will then construct the ten (10) feet wide trail by adding an additional six (6) feet to the Developer's required sidewalk; or 2) the City may request the Developer pay the City the cost of four (4) feet and the City will build the ten (10) feet wide Trail within six (6) years.

B. **City Park**. **Should the** Developer agrees to dedicate and the City accept, as a donation to the City of the 4 +/- acres of real estate within the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area contemplated for use as a neighborhood City park, then the City agrees to construct initial park improvements which may include, but are not limited to, playground, basketball court, or shelter in the park within two years of the transfer to the City. However, City is not obligated to accept any such donation or start Park improvements

until at least 300 dwelling units are issued occupancy permits within Fire Ridge. Developer agrees to install permanent and visible above-grade markers clearly identifying the Park boundaries as a part of any donation. Developer agrees to maintain the donated park land for up to two years from the date of its donation at which time City shall assume maintenance duties for the Park. Developer shall enter a maintenance agreement with the City for maintenance of the parkland for up to two years after the donation. Maintenance shall be performed at no cost to the City.

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 Fire Ridge Development LLC:

with a copy to:

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.

VI.

MISCELLANEOUS

A. **Release of Platted Lot.** Notwithstanding any contrary provisions herein, any

Platted Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. A “Platted Lot” shall mean a lot as defined by the City subdivision ordinances that has been lawfully included within a final plat of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area, or portion thereof.

B. 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, shall 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 Van Dorn Street and 98th Street Improvements and related improvements described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right of way and temporary and permanent easements.

C. Contribution to Rural Fire Protection District. Fire Ridge understands and acknowledges that the City’s annexation of the Fire Ridge Annexed Property or any portion thereof lying within the boundaries of the Southeast Rural Fire Protection 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 the Property or any portion thereof being annexed.

D. Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein by this reference:

- | | |
|--------------------|-----------------------------|
| <u>Exhibit “A”</u> | Annexed Property Map |
| <u>Exhibit “B”</u> | Zoning Map |
| <u>Exhibit “C”</u> | Directed Impact Fee Area |
| <u>Exhibit “D”</u> | Pedestrian Crossing Exhibit |

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

E. **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.

F. **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.

G. **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.

H. **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.

I. **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, Developer, 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.

J. **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 or unless otherwise stated herein.

K. Default. In the event the Developer 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 Developer may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

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. Whenever a Party's approval or consent shall be required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. A Party whose approval or consent is requested under the terms of this Agreement shall either provide the approval requested to the requesting party within fourteen (14) days of receiving the request for such approval or consent or notify the requesting Party that the receiving Party is denying such approval or consent within fourteen (14) days of receiving the request. Any refusal must state the reasonable ground for the refusal to grant such approval or consent. Each undersigned Party will whenever it shall be necessary to do so by the other, 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 has the authority to engage in the reimbursements to Developer described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Developer described in this Agreement will comply with all applicable laws.

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: _____
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

(Seal)

Notary Public

“FIRE RIDGE”

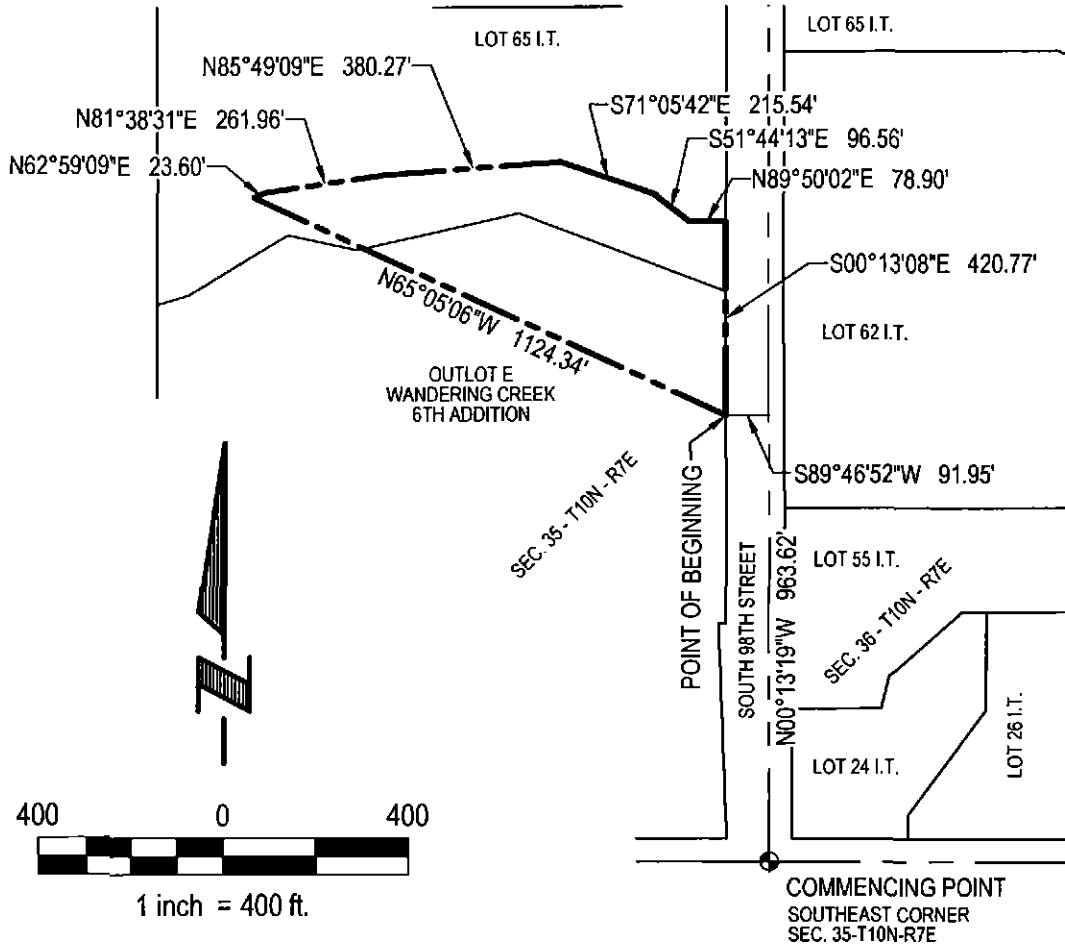
FIRE RIDGE, LLC,
a Nebraska limited liability company

By: _____
_____, Managing
Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____,
2022, by _____, Managing Member of Fire Ridge, LLC, a Nebraska limited
liability company, on behalf of the company.

EXHIBIT "A"



LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF OUTLOT E WANDERING CREEK 6TH ADDITION, AND ALSO PART OF IRREGULAR TRACT LOT 65, BOTH LOCATED IN THE SE1/4 OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N00°13'19"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 963.62 FEET; THENCE S89°46'52"W, A DISTANCE OF 91.95 FEET TO A POINT ON THE EASTERLY LINE OF SAID OUTLOT E, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, AND ALSO BEING THE POINT OF BEGINNING; THENCE N65°05'06"W, A DISTANCE OF 1124.34 FEET; THENCE N62°59'09"E, A DISTANCE OF 23.60 FEET; THENCE N81°38'31"E, A DISTANCE OF 261.96 FEET; THENCE N85°49'09"E, A DISTANCE OF 380.27 FEET; THENCE S71°05'42"E, A DISTANCE OF 215.54 FEET; THENCE S51°44'13"E, A DISTANCE OF 96.56 FEET; THENCE N89°50'02"E, A DISTANCE OF 78.90 FEET TO A POINT ON THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 65, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET; THENCE S00°13'08"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 65, AND ALSO SAID EASTERLY LINE OF OUTLOT E, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, A DISTANCE OF 420.77 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 275,200 SQUARE FEET OR 6.318 ACRES, MORE OR LESS.

REVISED: 03/31/2022



E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2018.035.003

Date: 01/06/2022

Drawn by: FCE

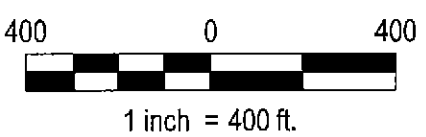
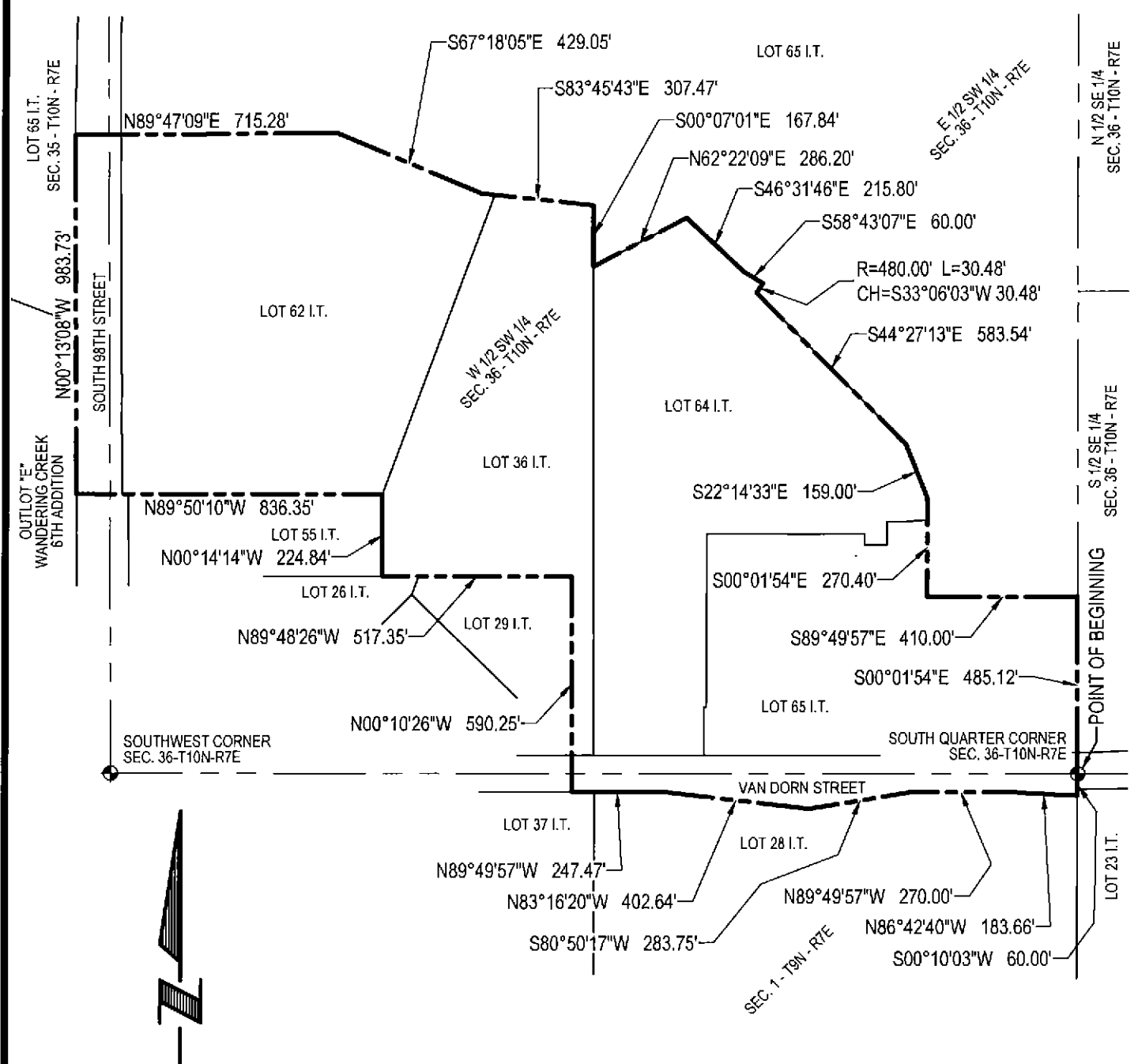
Scale: 1" = 400'

Sht: 1 of 3

ANNEXATION BOUNDARY

PART OF SEC. 35T10N-R7E
LANCASTER COUNTY, NEBRASKA

EXHIBIT "A"



SEE SHEET 3 FOR LEGAL DESCRIPTION

REVISED: 03/31/2022

<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</p>	<p>E & A CONSULTING GROUP, INC.</p>		<p>ANNEXATION BOUNDARY PART OF SEC. 36-T10N-R7E PART OF SEC. 35-T10N-R7E PART OF SEC. 1-T9N-R7E LANCASTER COUNTY, NEBRASKA</p>
	<p>Job No.: P2018.035.003</p>	<p>Date: 01/12/2021</p>	
<p>Drawn by: FCE</p>	<p>Scale: 1" = 400'</p>		

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING IRREGULAR TRACT LOTS 36, 62 AND 64 OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., ALSO TOGETHER WITH PART OF IRREGULAR TRACT LOT 65 OF SAID SECTION 36, AND ALSO TOGETHER WITH PART OF VAN DORN STREET, LOCATED IN SAID SECTION 36 AND ALSO LOCATED IN SECTION 1, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., AND ALSO TOGETHER WITH PART OF SOUTH 98TH STREET LOCATED IN SAID SECTION 36 AND ALSO LOCATED IN SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., ALL LOCATED IN, LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE S00°10'03"W (ASSUMED BEARING), A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VAN DORN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET ON THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) THENCE N86°42'40"W, A DISTANCE OF 183.66 FEET; (2) THENCE N89°49'57"W, A DISTANCE OF 270.00 FEET; (3) THENCE S80°50'17"W, A DISTANCE OF 283.75 FEET; (4) THENCE N83°16'20"W, A DISTANCE OF 402.64 FEET; (5) THENCE N89°49'57"W, A DISTANCE OF 247.47 FEET; THENCE N00°10'26"W ALONG THE WESTERLY LINE OF SAID IRREGULAR TRACT LOT 36 AND THE SOUTHERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE EASTERLY LINE OF IRREGULAR TRACT LOT 29 OF SAID SECTION 36, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 590.25 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT LOT 29; THENCE N89°48'26"W ALONG SAID WESTERLY LINE OF IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 29, AND ALSO THE NORTHERLY LINE OF IRREGULAR TRACT LOT 26 OF SAID SECTION 36, A DISTANCE OF 517.35 FEET TO THE SOUTHEAST CORNER OF IRREGULAR TRACT LOT 55 OF SAID SECTION 36; THENCE N00°14'14"W ALONG SAID WESTERLY LINE OF IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING THE THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 55, A DISTANCE OF 224.84 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT LOT 55, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID IRREGULAR TRACT LOT 62; THENCE N89°50'10"W ALONG THE SOUTHERLY LINE OF SAID IRREGULAR TRACT LOT 62 AND THE WESTERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 55 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 836.35 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 98TH STREET; THENCE N00°13'08"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, A DISTANCE OF 983.73 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 62, AND ALSO THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING THE WESTERLY LINE OF IRREGULAR SAID TRACT LOT 65, OF SAID SECTION 36, ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE N89°47'09"E, A DISTANCE OF 715.28 FEET; (2) THENCE S67°18'05"E, A DISTANCE OF 429.05 FEET; (3) THENCE S83°45'43"E, A DISTANCE OF 307.47 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT LOT 36; THENCE S00°07'01"E ALONG THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 167.84 FEET TO THE NORTHWEST CORNER OF SAID IRREGULAR TRACT 64; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65 ON THE FOLLOWING FIVE (5) COURSES: (1) N62°22'09"E, A DISTANCE OF 286.20 FEET; (2) THENCE S46°31'46"E, A DISTANCE OF 215.80 FEET; (3) THENCE S58°43'07"E, A DISTANCE OF 60.00 FEET; (4) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 480.00 FEET, A DISTANCE OF 30.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S33°06'03"W, A DISTANCE OF 30.48 FEET; (5) THENCE S44°27'13"E, A DISTANCE OF 583.54 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT 64; THENCE S22°14'33"E ALONG THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 159.00 FEET; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, AND ALSO THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 270.40 FEET; THENCE S89°49'57"E, A DISTANCE OF 410.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 65; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 485.12 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,902,023 SQUARE FEET OR 66.621 ACRES, MORE OR LESS.

SEE SHEET 2 FOR DRAWING

REVISED: 03/31/2022



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Job No.: P2018.035.003

Date: 01/12/2021

Drawn by: FCE

Scale: 1" = 400'

Sht: 3 of 3

ANNEXATION BOUNDARY

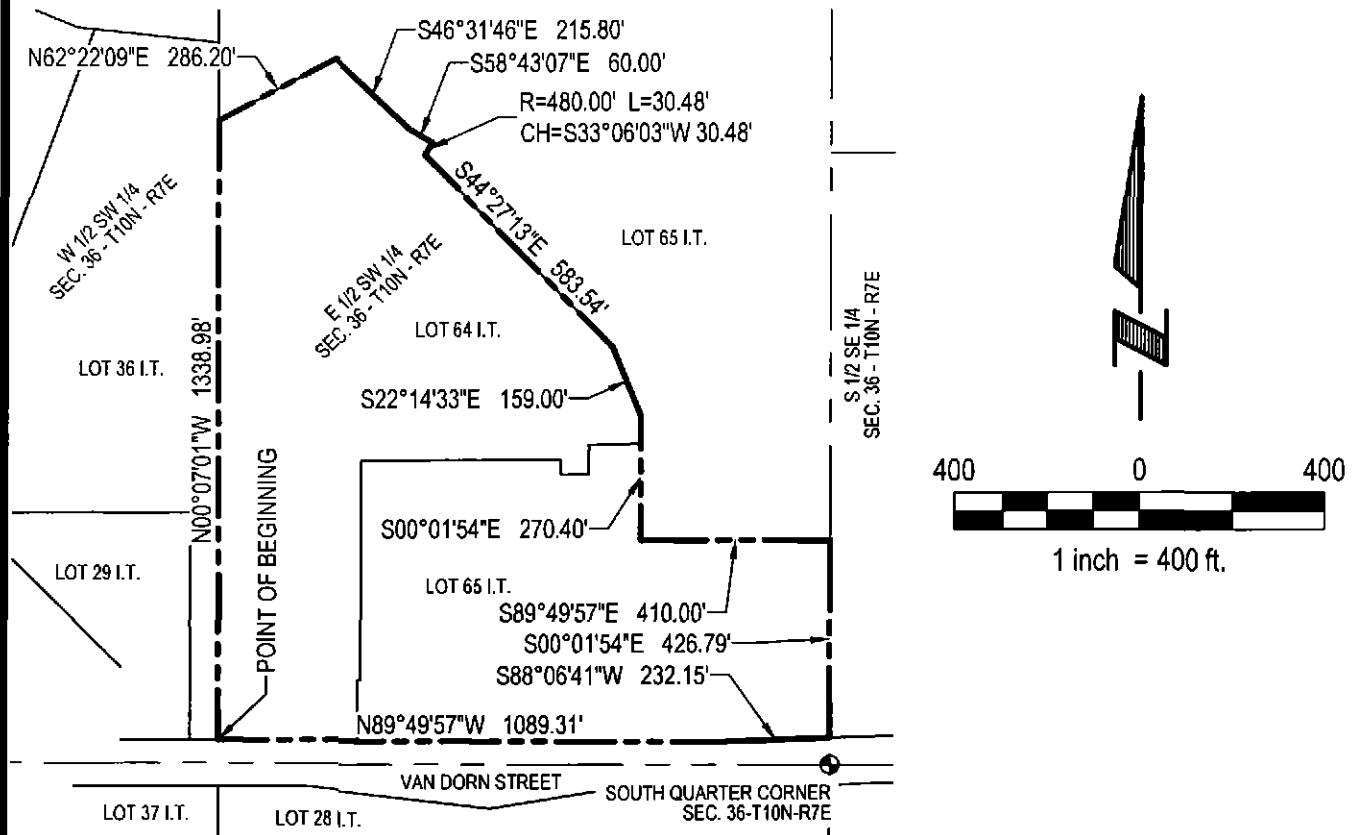
PART OF SEC. 36-T10N-R7E

PART OF SEC. 35T10N-R7E

PART OF SEC. 1-T9N-R7E

LANCASTER COUNTY, NEBRASKA

EXHIBIT "B"



LEGAL DESCRIPTION

A TRACT OF LAND BEING IRREGULAR TRACT 64 AND ALSO TOGETHER WITH PART OF IRREGULAR TRACT LOT 65, BOTH LOCATED IN SECTION 36, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID IRREGULAR TRACT LOT 64, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF IRREGULAR TRACT LOT 36 OF SAID SECTION 36, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET; THENCE N00°07'01"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 36, A DISTANCE OF 1338.98 FEET TO THE NORTHWEST CORNER OF SAID IRREGULAR TRACT LOT 34, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID IRREGULAR TRACT LOT 65; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID IRREGULAR TRACT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65 ON THE FOLLOWING FIVE (5) COURSES: (1) N62°22'09"E, A DISTANCE OF 286.20 FEET; (2) THENCE S46°31'46"E, A DISTANCE OF 215.80 FEET; (3) THENCE S58°43'07"E, A DISTANCE OF 60.00 FEET; (4) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 480.00 FEET, A DISTANCE OF 30.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S33°06'03"W, A DISTANCE OF 30.48 FEET; (5) THENCE S44°27'13"E, A DISTANCE OF 583.54 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT 64; THENCE S22°14'33"E ALONG THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 159.00 FEET; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, AND ALSO THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 270.40 FEET; THENCE S89°49'57"E, A DISTANCE OF 410.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 65; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 426.79 FEET TO THE SOUTHEAST CORNER OF SAID IRREGULAR TRACT LOT 65, SAID POINT ALSO BEING ON SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID IRREGULAR TRACT 65 SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S88°06'41"W, A DISTANCE OF 232.15 FEET; (2) THENCE N89°49'57"W, A DISTANCE OF 1089.31 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,277,142 SQUARE FEET OR 29.319 ACRES, MORE OR LESS.

REVISED: 03/31/2022



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Job No.: P2018.035.003

Date: 11/10/2020

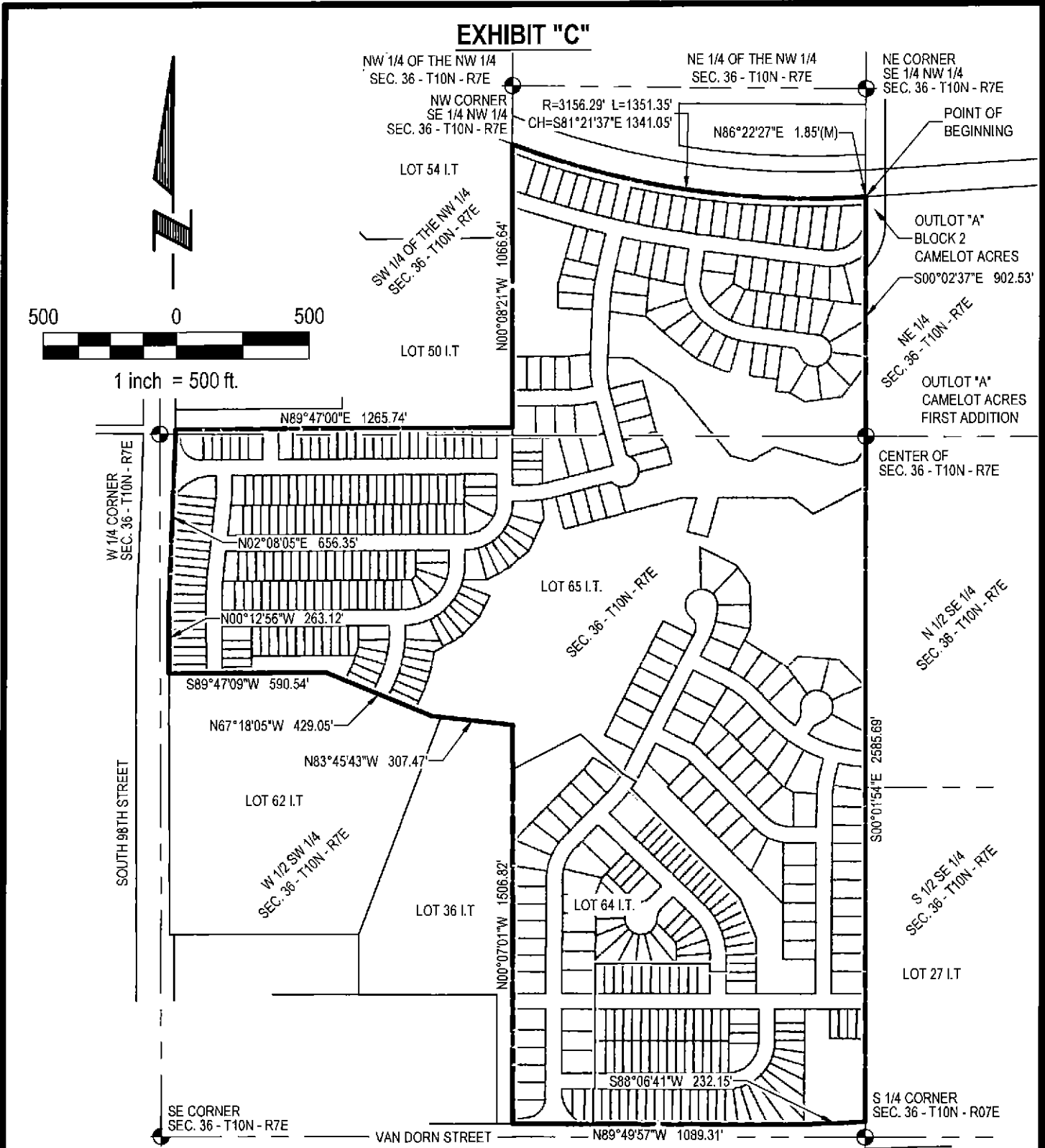
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Scale: 1" = 400'

Sht: 1 of 1

REZONING EXHIBIT
LOT 64 IRREGULAR TRACT AND
LOT 65 IRREGULAR TRACT
SEC. 36-T10N-R7E
LANCASTER COUNTY, NEBRASKA

EXHIBIT "C"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

REVISED: 03/31/2022

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Job No.: P2018.035.001	Date: 12/21/2021
Drawn by: BLH	Scale: 1"=500'
Sht: 1 of 2	

DIRECTED IMPACT FEE AREA
FIRE RIDGE
 LANCASTER COUNTY, NEBRASKA

EXHIBIT "C"

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 64, IRREGULAR TRACT AND ALSO LOT 65 IRREGULAR TRACT, BOTH LOCATED IN SECTION 36, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 65, IRREGULAR TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "A", BLOCK 2, CAMELOT ACRES, A SUBDIVISION LOCATED IN SAID SECTION 36, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A VACATED MISSOURI PACIFIC RAILROAD; THENCE S00°02'37"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID OUTLOT "A", BLOCK 2, CAMELOT ACRES, AND ALSO THE WESTERLY LINE OF OUTLOT "A", BLOCK 1, SAID CAMELOT ACRES FIRST ADDITION, A DISTANCE OF 902.53 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", BLOCK 1, CAMELOT ACRES 1ST ADDITION; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE WESTERLY LINE OF THE N1/2 OF THE SE1/4 OF SAID SECTION 36, AND ALSO THE WESTERLY LINE OF LOT 27, IRREGULAR TRACT OF SAID SECTION 36, A DISTANCE OF 2585.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 65, IRREGULAR TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 27, IRREGULAR TRACT, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET; THENCE S88°06'41"W ALONG THE SOUTHERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET, A DISTANCE OF 232.15 FEET; THENCE N89°49'57"W, ALONG SAID SOUTHERLY LINE OF LOT 65, IRREGULAR TRACT, AND ALSO THE SOUTHERLY LINE OF SAID LOT 64, IRREGULAR TRACT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET, A DISTANCE OF 1089.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 64, IRREGULAR TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 36, IRREGULAR TRACT OF SAID SECTION 36; THENCE N00°07'01"W ALONG THE WESTERLY LINE OF SAID LOT 64, IRREGULAR TRACT, AND ALSO THE WESTERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 36, IRREGULAR TRACT, A DISTANCE OF 1506.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 36, IRREGULAR TRACT; THENCE WESTERLY ALONG SAID WESTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING NORTH LINE OF SAID LOT 36, IRREGULAR TRACT, AND ALSO THE NORTHERLY LINE OF LOT 62, IRREGULAR TACT LOCATED IN SAID SECTION 36, ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N83°45'43"W, A DISTANCE OF 307.47 FEET; (2) THENCE N67°18'05"W, A DISTANCE OF 429.05 FEET; (3) THENCE S89°47'09"W, A DISTANCE OF 590.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 62, IRREGULAR TRACT, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET ON THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) N00°12'56"W, A DISTANCE OF 263.12 FEET; (2) THENCE N02°08'05"E, A DISTANCE OF 656.35 FEET TO THE SOUTHWEST CORNER OF LOT 50, IRREGULAR TRACT OF SAID SECTION 36; THENCE N89°47'00"E ALONG SAID WESTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SOUTHERLY LINE OF SAID LOT 50, IRREGULAR TRACT, A DISTANCE OF 1265.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 50, IRREGULAR TRACT; THENCE N00°08'21"W ALONG SAID WESTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 50 AND LOT 54, IRREGULAR TRACTS, SAID SECTION 36, A DISTANCE OF 1066.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 65, IRREGULAR TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 54, IRREGULAR TRACT, AND ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF VACATED MISSOURI PACIFIC RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF VACATED MISSOURI PACIFIC RAILROAD ON THE FOLLOWING TWO (2) COURSES: (1) SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 3156.29 FEET, A DISTANCE OF 1351.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S81°21'37"E, A DISTANCE OF 1341.05 FEET; THENCE (2) N86°22'27"E, A DISTANCE OF 1.85 FEET TO THE POINT OF BEGINNING.

SAID TACT OF LAND CONTAINS AN AREA OF 5,963,075 SQUARE FEET OR 136.893 ACRES MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

REVISED: 03/31/2022



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Engineering Answers

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Job No.: P2018.035.001

Date: 12/21/2021

Drawn by: BLH

Scale: 1"=500'

Sht: 2 of 2

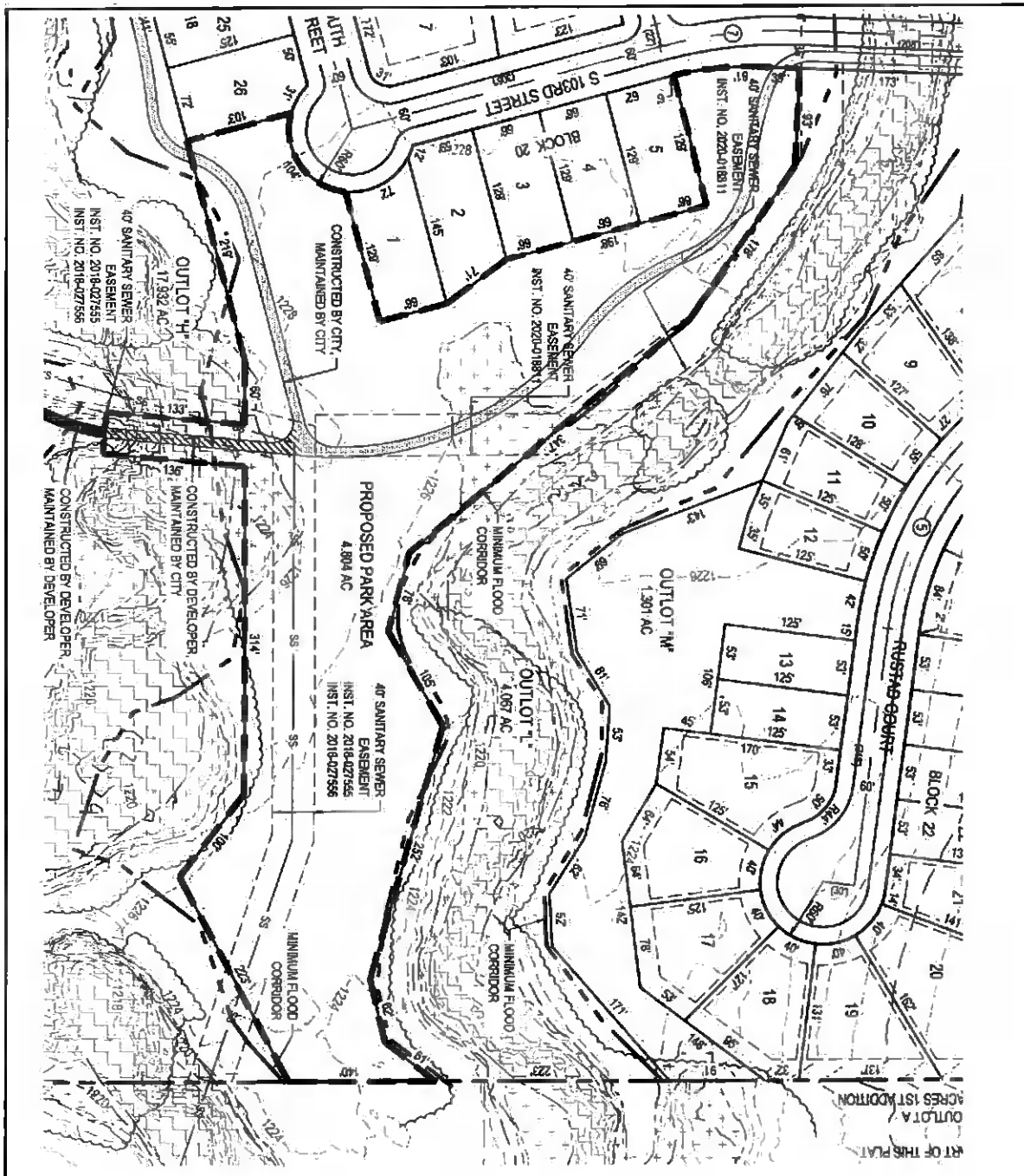
DIRECTED IMPACT

FEE AREA

FIRE RIDGE

LANCASTER COUNTY, NEBRASKA

EXHIBIT D



LEGEND

- SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD ZONE AE
- FLOODWAY AREAS IN ZONE AE
- MINIMUM FLOOD CORRIDOR LINE
- TRAIL AREA TO BE CONSTRUCTED BY CITY, MAINTAINED BY CITY
- TRAIL AREA TO BE CONSTRUCTED BY DEVELOPER, MAINTAINED BY CITY
- TRAIL AREA TO BE CONSTRUCTED BY DEVELOPER, MAINTAINED BY DEVELOPER

NOTE:
PROPOSED PARK AREA TO BE DETERMINED BETWEEN THE DEVELOPER AND CITY OF LINCOLN PARKS AND RECREATION.

1 inch = 100 ft.



RESOLUTION A- 93312

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

2 WHEREAS, the Fire Ridge Annexation Agreement was approved on August 4, 2021 as
3 City Council Resolution No. A-92854 for the development, zoning and annexation of property
4 generally located in the area between 98th Street and 105th Street near and abutting Van Dorn
5 Street.

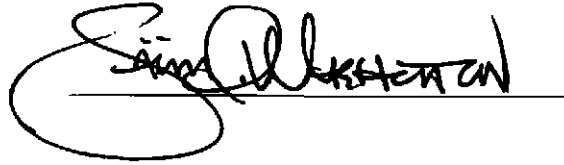
6 WHEREAS, First Amendment and Restatement of Annexation Agreement attached hereto
7 as Attachment "A", to the Fire Ridge Annexation Agreement between the City of Lincoln and
8 Fire Ridge, LLC, to reflect changes related to the development of the property generally located
9 in the area between 98th Street and 105th Street near and abutting Van Dorn Street, is hereby
10 approved and the Mayor is authorized to execute the First Amendment and Restatement on behalf
11 of the City.

12 BE IT RESOLVED that the City Clerk is directed to return one fully-executed copy of this
13 Agreement to the Planning Department, for distribution to the Developer.

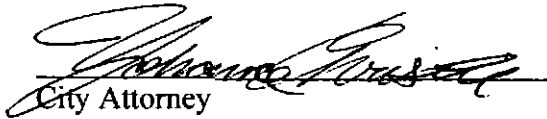
14 BE IT FURTHER RESOLVED that the City Clerk is directed to record the First
15 Amendment and Restatement of Annexation Agreement for Fire Ridge to the Fire Ridge
16 Annexation Agreement with the Register of Deeds for Lancaster County, Nebraska to be indexed
17 against the properties listed in the Fire Ridge Annexation Agreement, filing fees to be paid by the
18 Fire Ridge, LLC.

19 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this
20 Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by:



Approved as to Form & Legality:


City Attorney

AYES: Beckius, Meginnis, Raybould, Shobe, Ward;
NAYS: None. ABSENT: Bowers

Approved this 5th day of MAY, 2022:


Mayor

ADOPTED

MAY 02 2022

BY CITY COUNCIL

**FIRST AMENDMENT AND RESTATEMENT OF ANNEXATION AGREEMENT
FOR FIRE RIDGE
Development Agreement**

This First Amendment and Restatement of Annexation Agreement ("Amended and Restated Agreement") is made and entered into as of this ___ day of _____, 2022 by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), and **Fire Ridge, LLC** a Nebraska limited liability company ("Fire Ridge"), hereinafter also referred to as the "Developer" (Collectively, "the Parties")

RECITALS

1. City and Developer entered into the Annexation Agreement for Fire Ridge ("the Agreement"), through City Council Resolution No. A-92854 approved by City Council on August 4, 2021.
2. Following approval of the Agreement, the Parties discovered certain provisions of the agreement require amendment and clarification to reflect the intent of the Parties. Said amendments and clarifications are reflected in this First Amended and Restated Agreement
3. The Parties intend for this Amended and Restated Agreement to Replace the Agreement approved by City Council Resolution A-92854.

4. Fire Ridge controls and intends to develop a tract of the real property generally located in the area between 98th Street and 105th Street near and abutting Van Dorn Street, Lancaster County, Nebraska (“Fire Ridge Annexed Property”). The legal description of the property controlled by Fire Ridge and additional annexed property to the west of 98th street is attached hereto as “Exhibit A” (the “Annexed Property”). Fire Ridge desires to cause the urban development of the Property. City, at Developer’s request, has annexed the Annexed Property into the corporate limits of the City (AN 20014; City Council Ordinance 21096 approved August 4, 2021).
5. City, at Developer’s request, has rezoned that portion of the Fire Ridge Annexed Property from AG to R-3 Residential shown on Exhibit “B” (CZ 20038; City Council Ordinance 21097 approved August 4, 2021).
6. Per the Parties Amended and Restated Agreement, certain property, both within and outside the property annexed and property rezoned, will be subject to Directed Impact Fees (the “Directed Impact Fee Area”) the Directed Impact Fee Area is shown on Exhibit “C”. It is the Parties’ intent that this Amended and Restated Agreement be filed against that property shown on Exhibit C by the Lancaster County Nebraska Register of Deeds.
7. The Annexed Property is currently shown as Urban Residential on the 2050 Lincoln Future Land UseMap in Lincoln City-Lancaster County Comprehensive Plan and is designated Tier I, Priority A on the 2050 Lincoln Future Land Use Map..
8. The City’s approval of the Annexation and Change of Zone are collectively referred to herein as “Governmental Actions”.

9. The City was willing to approve the Governmental Actions and subsequently consider approving the use permits, special permits, preliminary plats, and final plats for the balance of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area pursuant to the Comprehensive Plan (collectively “Subsequent Governmental Actions”); provided that, the infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area. All preliminary plats, final plats, and other land use applications concerning the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area shall be considered pursuant to the City’s Comprehensive Plan, land development ordinances, applicable design standards, and the terms and conditions of this Agreement.
10. This Amended and Restated Agreement identifies the Developer’s and City’s responsibilities regarding the construction of infrastructure improvements necessitated by the development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area.

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

I.

DEFINITIONS

1. Defined Terms. The following are defined terms to this Agreement. Other paragraphs of this Agreement contain numerous refinements and exceptions which qualify the provisions of this Paragraph 1; all other defined terms are as shown in other provisions of this Agreement.

- a. “Construct” or “construction” means installation of the infrastructure components according to the City’s standard specifications and shall also include proper drainage, utility relocation (electric, cable, phone,

communication, fiber optic, gas, water, rural water, and sediment) and erosion controls and measures.

- b. "Cost", "cost and expense", "expense" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, acquisition of right-of-way or easements from a party other than the Developer, construction costs, publication costs, financing costs, and related miscellaneous costs.

II.

CONCURRENT APPROVAL OF GOVERNMENTAL ACTIONS; CONDITIONAL APPROVAL

A. Concurrent Approval. The City, concurrent with the approval of the Agreement approved by City Council Resolution A-92854, approved the following Governmental Actions:

1. Annexation of the property legally described and shown on Exhibit "A".
2. Amendment of the Lincoln zoning district maps to adopt the Change of Zone attached hereto as Exhibit "B".

B. Conditional Approval. Approvals of the Governmental Actions were conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled and are, the agreement of the parties amended as set forth herein. 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.

III.

STREET IMPROVEMENTS

A. 102nd and Van Dorn Street.

1. Prior to commencing Phase I Development as described in the CUP, Developer at its own cost and expense and pursuant to the City's executive order construction process, shall design, grade, and construct intersection improvements and the intersection of Van Dorn Street and 102nd Street. City's preferred improvement is design and construction of a two-lane roundabout. However, due to funding limitations, Developer shall be permitted to construct east and west bound turn-lane intersection improvements. Turn lane improvement shall be designed and constructed with permanent surfacing and at the future grade as established by Lincoln Transportation and Utilities. Turn lanes will be designed and constructed to a length supported by a traffic analysis for the development. Developer shall dedicate to the City the right-of-way required for a future round about at the intersection.

B. 98th and South Street.

1. Prior to commencing Phase IIA Development as described in the CUP, Developer at its own cost and expense and pursuant to the City's executive order construction process, shall design, grade, and construct intersection improvements and the intersection of 98th and South Street. City's preferred improvement is design and construction of a two-lane roundabout. However, due to funding limitations, Developer shall be permitted to construct north and south bound turn-lane intersection improvements. Turn lane improvement shall be designed and constructed with

permanent surfacing and at the future grade as established by Lincoln Transportation and Utilities. Turn lanes will be designed and constructed to a length supported by a traffic analysis for the development. Developer shall dedicate to the City the right-of-way required for a future round about at the intersection.

C. The City agrees that the Arterial Street Intersection Improvements described in subsections A and B of this Article are considered Impact Fee Facility Improvements as that term is defined in LMC §27.82.040. Therefore, the City agrees that it shall reimburse Developer for the 102nd & Van Dorn Street & 98th and South Street Intersection Improvements from the arterial street impact fees generated by development of the Directed Impact Fee Area shown on Exhibit C. Said reimbursement from arterial street impact fees generated by development of the Directed Impact Fee Area shall be paid quarterly as arterial street impact fees are received. The foregoing notwithstanding, any reimbursement to be paid from the arterial street impact fees shall not constitute a general obligation of the City. Turn lane improvements will only be eligible for impact fee reimbursement if they conform to the future grade elevation as determined by LTU.

D. Prior to commencing Phase VI development, as described in PUD, Developer shall pave, according to City Standard Specifications and through the City's executive order construction process, that portion of presently unpaved 105th street commencing within Camelot Acres, Block 2, Outlot A and continuing to the northern boundary of the Mopac Trail right of way.

F. **Dedication of Street Right-of-Way**. At the time of the applicable final platting or prior to construction of the Van Dorn Street Improvements, or at City's request if at any time Lancaster County Nebraska or City reconstructs of 98th Street, Developer agrees to dedicate, at no cost to the City, the additional right-of-way contemplated in subsections A and B above to the satisfaction of the Lincoln Transportation and Utilities Department (LTU). Fire Ridge shall

dedicate and convey the necessary right of way for the construction and operation of the 102nd & Van Dorn Street and the 98th & South Street roundabouts and the Internal Streets that are located within the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area, without additional cost or consideration, in conjunction with the construction of such Internal Street as set forth herein.

III.

PUBLIC WATER INFRASTRUCTURE

- A. **Phasing:** Phased development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area is defined in the CUP for the Fire Ridge Development.
- B. **Van Dorn Street.** The City has approved a Capital Improvement Program, which includes the construction of a 16-inch water main along Van Dorn Street from 91st to 98th Street (“Van Dorn Street Water Main West of 98th Street”) in FY2020-2021. City agrees to design and substantially complete the construction of the Van Dorn Street Water Main from 91st to 98th street by December 1, 2021, or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later. The City has approved a Capital Improvement Program with includes continued construction of the Van Dorn Street water main from 98th to at least 102nd, and perhaps further east in FY2022-23. (“Van Dorn Street Water Main East of 98th Street.”) City agrees to design the Van Dorn Street Water Main East of 98th Street Project and include that project as a section in the Bid documents, as an alternate bid, for the Van Dorn Street Water Main West of 98th Street Project. Subject to appropriation by the City Council, the City agrees to design and substantially complete the construction of the Van Dorn Street Water Main East of 98th Street by September 1, 2023, or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later.

City shall be diligent in taking steps to acquire necessary easements and ROW no later than 60-days after final design of the water main is complete.

1. **Acceleration of Van Dorn Street Water Main East of 98th Street.** Developer and the City acknowledge and agree that development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area may require the Van Dorn Street Water Main East of 98th Street to be constructed on an expedited schedule so that it can be completed prior to September 1, 2023, or within six (6) months of City's acquisition of necessary right of way and easements. In order to facilitate this construction, the City agrees that a Developer may assume the obligation to construct the Van Dorn Street Water Main East of 98th Street and may accelerate said construction by providing written notice to the Lincoln Transportation and Utilities Director of Developer's intent to cause the design and construction of the Van Dorn Street Water Main East of 98th Street to be accelerated at its expense subject to the terms and conditions of this Agreement.

a) **Estimated Costs.** Within thirty (30) days of receipt of the notice from Developer that it intends to accelerate the design and construction of the Van Dorn Street Water Main East of 98th Street, the City shall provide to the Developer the actual lowest responsible bid received, including City engineering costs, for the Van Dorn Street Water Main.

b) **Escrow.** Should Developer decide to proceed with the accelerated construction of the Van Dorn Street Water Main East of 98th Street, the Developer shall provide the City a bond, escrow, letter of credit, or other form of security approved by the City Attorney ("Escrow") for one hundred percent

(100%) of the City's accepted bid cost of the Van Dorn Street Water Main East of 98th Street.

- c) **Design and Bid.** Upon receipt of the Escrow in the amount of 100% of the City's accepted bid cost, the City shall design, or cause to be designed, construct the Van Dorn Street Water Main, East of 98th Street, as soon as reasonably possible.
- d) **Construction and Payment.** Upon acceptance of the lowest responsible bid and approval of the amount of the Escrow, the City shall commence construction of the Van Dorn Street Water Main East of 98th as soon as reasonably possible. Upon receipt of any invoice for the cost of constructing the Van Dorn Street Water Main East of 98th Street, the City will provide a copy of said invoice to the Developer who shall immediately advance funds to the City for the purpose of paying for actual cost of the work described in the invoice.
- e) **City Reimbursement.** Subject to appropriation by the City Council, the City shall reimburse the Developer for all funds expended by Developer to pay for construction of the Van Dorn Street Water Main East of 98th Street, from the City's Capital Improvement Program funds otherwise identified for the Van Dorn Street Water Main on or before December 31, 2022.

C. **98th Street.** The City has approved a Capital Improvement Program, which includes the construction of a one-half mile long 16-inch water main along 98th Street at some location between A Street and Van Dorn Street ("98th Street Water Main") in FY2022-2023. Subject to City Council appropriation, City agrees to design and substantially complete the construction of the one-half mile 98th Street Water Main at some location between A Street

and Van Dorn Street by September 1, 2023 or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later.

I. **Acceleration of 98th Street Water Main.** Developer and the City acknowledge and agree that development of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area may require the one-half mile 16-inch 98th Street Water Main at a location between A Street and Van Dorn Street to be constructed on an expedited schedule so that it can be completed prior to September 1, 2023 or within six (6) months of City's acquisition of necessary right of way and easements. In order to facilitate this construction, the City agrees that a Developer may assume the obligation to construct the 98th Street Water Main and may accelerate said construction by providing written notice to the Lincoln Transportation and Utilities Director of Developer's intent to cause the construction of the one-half mile 16-inch 98th Street Water Main, at a location designated by the City between A Street and Van Dorn Street to be accelerated at its expense subject to the terms and conditions of this Agreement.

a) **Estimated Costs.** Within thirty (30) days of receipt of the notice from Developer that it intends to accelerate the design and construction of the 98th Street Water Main, the City shall provide to Developer the lowest responsible bid, including City engineering costs, for the 98th Street Water Main.

b) **Escrow.** Should Developer decide to proceed with the accelerated design and construction of the 98th Street Water Main, the Developer shall provide the City a bond, escrow, letter of credit, or other form of security approved by the City Attorney ("Escrow") for one hundred percent (100%) of the City's actual cost of the 98th Street Water Main.

- c) **Design and Bid.** Upon receipt of the Escrow in the amount of 100% of the City's lowest responsible bid, the City shall design, or cause to be designed, and bid construction of the 98th Street Water Main as soon as reasonably possible. The City shall notify the Developer upon receipt of the actual bids, and, the amount of the Escrow shall be either increased or decreased to match 100% of the actual lowest responsible bid.
- d) **Construction and Payment.** Upon acceptance of the lowest responsible bid and approval of the revised amount of the Escrow, if such a revision is necessary, the City shall commence construction of the 98th Street Water Main, as soon as reasonably possible. Upon receipt of any invoice for the cost of designing and/or constructing the 98th Street Water Main the City will provide a copy of said invoice to the Developer who shall immediately advance funds to the City for the purpose of paying for actual cost of the work described in the invoice.
- e) **City Reimbursement.** Subject to appropriation by the City Council, the City shall reimburse the Developer for all funds expended by Developer to pay for construction of the 98th Street Water Main from the City's Capital Improvement Program funds otherwise identified for the 98th Street Water Main no earlier than December 31, 2022.

Internal Water Lines. Additional water lines will be required to serve the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area (Internal Water Lines). Developer shall be responsible, based on the proposed use of the Parcel, for the cost of constructing a typical 6-inch water line located on the Parcel, and the City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fitting and all other accessories that are larger than

6-inches. If required, the Internal Water Lines shall be publicly bid and awarded as provided by law.

TRAILS AND PARKS

VI.

A. **Trails**. At the time of the applicable final platting, Developer shall dedicate or grant to City, at no cost to the City, the necessary easements for all Trails shown on the CUP. Developer shall perform all incidental grading to accommodate the future trails at no cost to the City. Developer shall present its plans, prior to grading, to City for review and approval. Should the City's approval require any grading beyond incidental grading to accommodate the future trails, the cost of such additional grading shall be paid for by the City. The width of the right-of-way or easement for the Trail will vary depending upon whether the location of the Trail is located within an arterial right-of-way, local street right-of-way or crossing an outlot area. The maximum width of a trail easement crossing an outlot area shall be twenty (20) feet wide. Developer agrees to grade the land within the trail easement to the satisfaction of the City Parks and Recreation Department subject to reimbursement as provided for above.

The City, at its expense, shall design, finish grade and construct the Trail, including any culverts, stream crossings, street crossings, signage and signalization. The City further agrees to consult with the Developer prior to commencing any design, or construction of the Trail to identify and eliminate or reduce, to the extent reasonably feasible, any development problems with the design and timing of said grading or construction. As part of the platting process, the applicable Developers agree to grant the City, at no cost to City, any temporary construction easements on land then owned by Developer and not then under construction needed in order for the City to grade, install culverts and stream crossings and construct the Trail. The City, at its expense, will have maintenance, repair and replacement responsibilities for the Trail. The

City agrees that during construction of the Trail, the City shall indemnify, defend, and hold harmless the Developer and its successors and assigns, from and against any and all losses, damages, claims, costs, expenses, or liabilities, including attorney fees, arising out of the City's negligence or willful misconduct in constructing the Trail.

B. **Pedestrian Crossing.** Developer agrees to design and construct the pedestrian crossing shown on the CUP traversing the drainage area within the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area. Said pedestrian crossing connects the City trail system to the internal development pedestrian sidewalk system. Following construction of the trail crossing, Developer shall deed the pedestrian crossing to City, at no cost to the City, and City shall be responsible for maintaining the pedestrian crossing and the adjacent pedestrian connection between the pedestrian crossing and public trail. That portion of the trail and Pedestrian Crossing to be maintained by the City is shown on Exhibit D.

C. **Trails in Sidewalk Space.** With regard to trails in the sidewalk space along 103rd Street within the development, the City shall have the option, at the time of final platting to: 1) pay the Developer the equivalent hard costs for the additional six (6) feet of concrete and the Developer will then construct the ten (10) feet wide trail by adding an additional six (6) feet to the Developer's required sidewalk; or 2) the City may request the Developer pay the City the cost of four (4) feet and the City will build the ten (10) feet wide Trail within six (6) years.

B. **City Park.** Should the Developer agrees to dedicate and the City accept, as a donation to the City of the 4 +/- acres of real estate within the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area contemplated for use as a neighborhood City park, then the City agrees to construct initial park improvements which may include, but are not limited to, playground, basketball court, or shelter in the park within two years of the transfer to the City. However, City is not obligated to accept any such donation or start Park improvements

until at least 300 dwelling units are issued occupancy permits within Fire Ridge. Developer agrees to install permanent and visible above-grade markers clearly identifying the Park boundaries as a part of any donation. Developer agrees to maintain the donated park land for up to two years from the date of its donation at which time City shall assume maintenance duties for the Park. Developer shall enter a maintenance agreement with the City for maintenance of the parkland for up to two years after the donation. Maintenance shall be performed at no cost to the City.

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 Fire Ridge Development LLC:

with a copy to:

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.

VI.

MISCELLANEOUS

A. **Release of Platted Lot.** Notwithstanding any contrary provisions herein, any

Platted Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. A “Platted Lot” shall mean a lot as defined by the City subdivision ordinances that has been lawfully included within a final plat of the Fire Ridge Annexed Property and Property within the Directed Impact Fee Area, or portion thereof.

B. 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, shall 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 Van Dorn Street and 98th Street Improvements and related improvements described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right of way and temporary and permanent easements.

C. Contribution to Rural Fire Protection District. Fire Ridge understands and acknowledges that the City’s annexation of the Fire Ridge Annexed Property or any portion thereof lying within the boundaries of the Southeast Rural Fire Protection 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 the Property or any portion thereof being annexed.

D. Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein by this reference:

- | | |
|--------------------|-----------------------------|
| <u>Exhibit “A”</u> | Annexed Property Map |
| <u>Exhibit “B”</u> | Zoning Map |
| <u>Exhibit “C”</u> | Directed Impact Fee Area |
| <u>Exhibit “D”</u> | Pedestrian Crossing Exhibit |

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

E. **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.

F. **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.

G. **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.

H. **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.

I. **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, Developer, 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.

J. **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 or unless otherwise stated herein.

K. Default. In the event the Developer 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 Developer may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

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. Whenever a Party's approval or consent shall be required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. A Party whose approval or consent is requested under the terms of this Agreement shall either provide the approval requested to the requesting party within fourteen (14) days of receiving the request for such approval or consent or notify the requesting Party that the receiving Party is denying such approval or consent within fourteen (14) days of receiving the request. Any refusal must state the reasonable ground for the refusal to grant such approval or consent. Each undersigned Party will whenever it shall be necessary to do so by the other, 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 has the authority to engage in the reimbursements to Developer described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Developer described in this Agreement will comply with all applicable laws.

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: *Leirion Gaylor Baird*
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

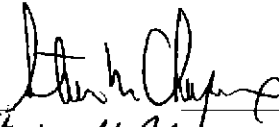
(Seal)



Brandi Lehl
Notary Public

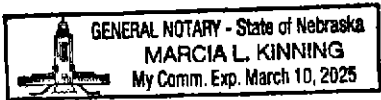
"FIRE RIDGE"

FIRE RIDGE, LLC,
a Nebraska limited liability company

By: 
Steven M. Champoux Managing
Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 16th day of May,
2022, by Steven M. Champoux, Managing Member of Fire Ridge, LLC, a Nebraska limited
liability company, on behalf of the company.



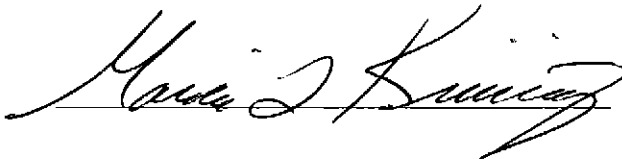
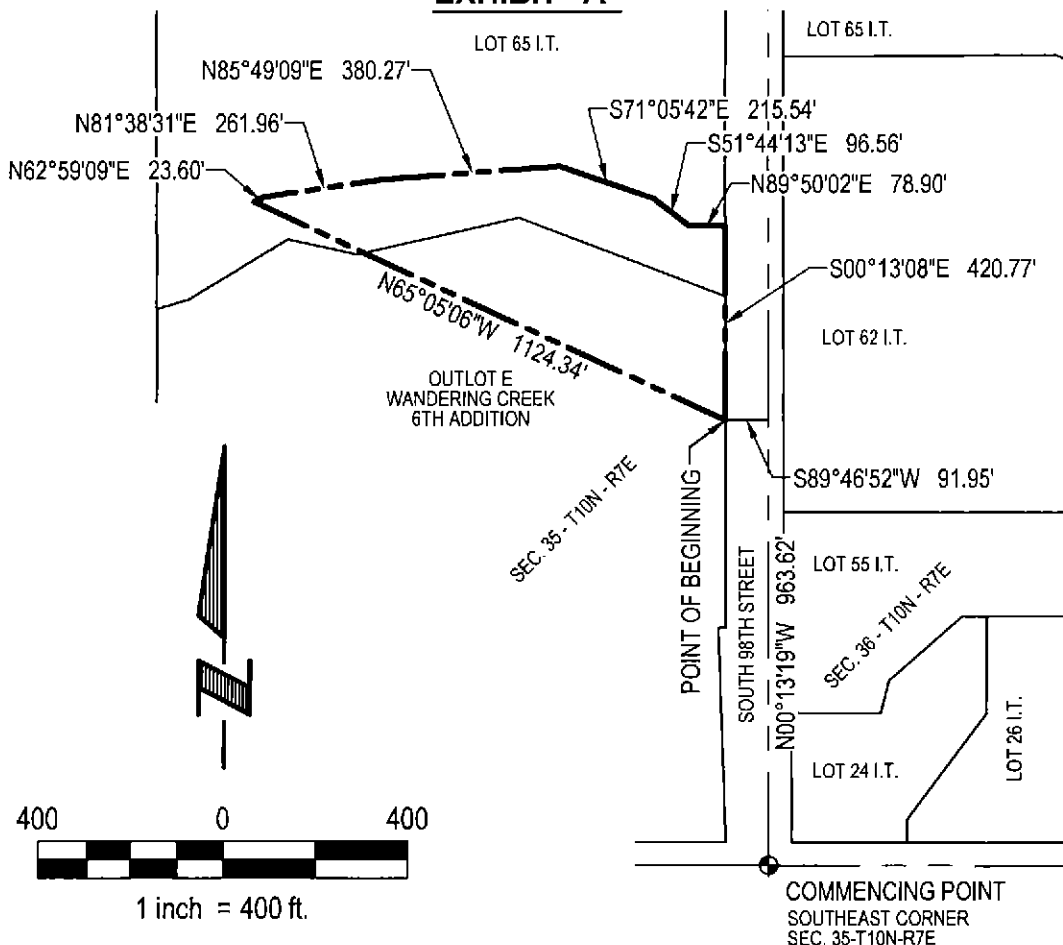


EXHIBIT "A"



LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF OUTLOT E WANDERING CREEK 6TH ADDITION, AND ALSO PART OF IRREGULAR TRACT LOT 65, BOTH LOCATED IN THE SE1/4 OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

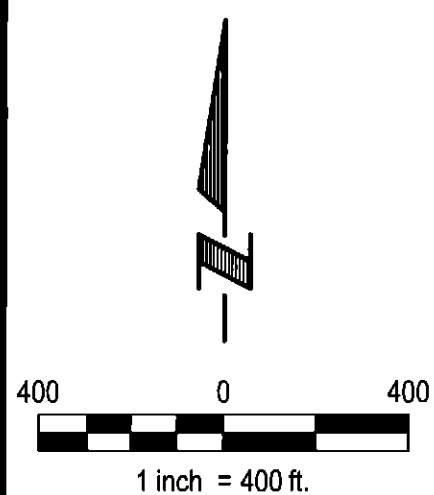
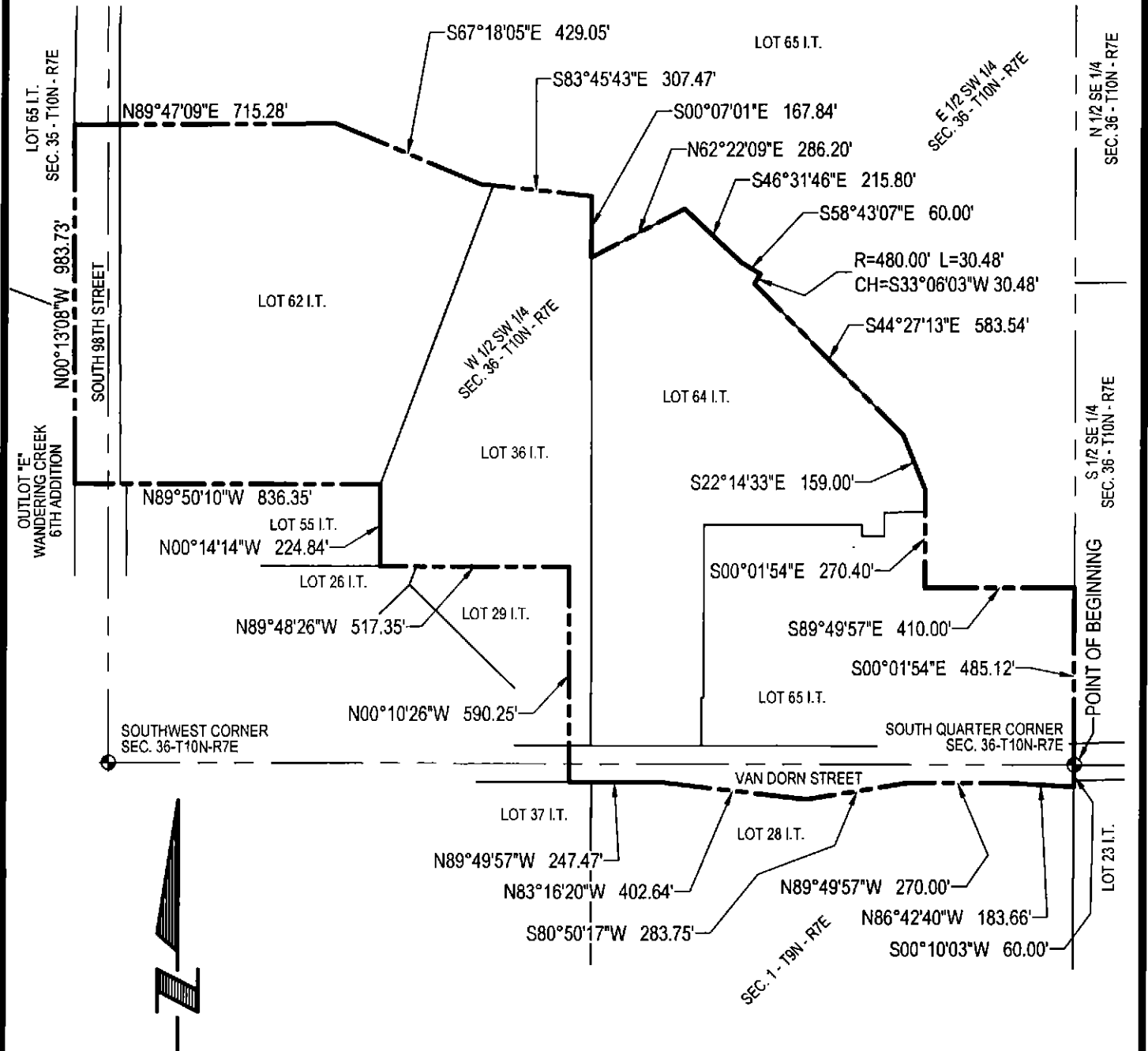
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N00°13'19"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 963.62 FEET; THENCE S89°46'52"W, A DISTANCE OF 91.95 FEET TO A POINT ON THE EASTERLY LINE OF SAID OUTLOT E, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, AND ALSO BEING THE POINT OF BEGINNING; THENCE N65°05'06"W, A DISTANCE OF 1124.34 FEET; THENCE N62°59'09"E, A DISTANCE OF 23.60 FEET; THENCE N81°38'31"E, A DISTANCE OF 261.96 FEET; THENCE N85°49'09"E, A DISTANCE OF 380.27 FEET; THENCE S71°05'42"E, A DISTANCE OF 215.54 FEET; THENCE S51°44'13"E, A DISTANCE OF 96.56 FEET; THENCE N89°50'02"E, A DISTANCE OF 78.90 FEET TO A POINT ON THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 65, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET; THENCE S00°13'08"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 65, AND ALSO SAID EASTERLY LINE OF OUTLOT E, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, A DISTANCE OF 420.77 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 275,200 SQUARE FEET OR 6.318 ACRES, MORE OR LESS.

REVISED: 03/31/2022

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		ANNEXATION BOUNDARY PART OF SEC. 35T10N-R7E LANCASTER COUNTY, NEBRASKA
	Job No.: P2018.035.003 Date: 01/06/2022		
	Drawn by: FCE	Scale: 1" = 400'	

EXHIBIT "A"



SEE SHEET 3 FOR LEGAL DESCRIPTION REVISED: 03/31/2022

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599	ANNEXATION BOUNDARY PART OF SEC. 36-T10N-R7E PART OF SEC. 35T10N-R7E PART OF SEC. 1-T9N-R7E LANCASTER COUNTY, NEBRASKA
	Job No.: P2018.035.003 Date: 01/12/2021	Drawn by: FCE Scale: 1" = 400' Sht: 2 of 3

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING IRREGULAR TRACT LOTS 36, 62 AND 64 OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., ALSO TOGETHER WITH PART OF IRREGULAR TRACT LOT 65 OF SAID SECTION 36, AND ALSO TOGETHER WITH PART OF VAN DORN STREET, LOCATED IN SAID SECTION 36 AND ALSO LOCATED IN SECTION 1, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., AND ALSO TOGETHER WITH PART OF SOUTH 98TH STREET LOCATED IN SAID SECTION 36 AND ALSO LOCATED IN SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., ALL LOCATED IN, LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE $S00^{\circ}10'03''W$ (ASSUMED BEARING), A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VAN DORN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET ON THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) THENCE $N86^{\circ}42'40''W$, A DISTANCE OF 183.66 FEET; (2) THENCE $N89^{\circ}49'57''W$, A DISTANCE OF 270.00 FEET; (3) THENCE $S80^{\circ}50'17''W$, A DISTANCE OF 283.75 FEET; (4) THENCE $N83^{\circ}16'20''W$, A DISTANCE OF 402.64 FEET; (5) THENCE $N89^{\circ}49'57''W$, A DISTANCE OF 247.47 FEET; THENCE $N00^{\circ}10'26''W$ ALONG THE WESTERLY LINE OF SAID IRREGULAR TRACT LOT 36 AND THE SOUTHERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE EASTERLY LINE OF IRREGULAR TRACT LOT 29 OF SAID SECTION 36, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 590.25 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT LOT 29; THENCE $N89^{\circ}48'26''W$ ALONG SAID WESTERLY LINE OF IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 29, AND ALSO THE NORTHERLY LINE OF IRREGULAR TRACT LOT 26 OF SAID SECTION 36, A DISTANCE OF 517.35 FEET TO THE SOUTHEAST CORNER OF IRREGULAR TRACT LOT 55 OF SAID SECTION 36; THENCE $N00^{\circ}14'14''W$ ALONG SAID WESTERLY LINE OF IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING THE THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 55, A DISTANCE OF 224.84 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT LOT 55, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID IRREGULAR TRACT LOT 62; THENCE $N89^{\circ}50'10''W$ ALONG THE SOUTHERLY LINE OF SAID IRREGULAR TRACT LOT 62 AND THE WESTERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 55 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 836.35 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 98TH STREET; THENCE $N00^{\circ}13'08''W$ ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, A DISTANCE OF 983.73 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 62, AND ALSO THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING THE WESTERLY LINE OF IRREGULAR SAID TRACT LOT 65, OF SAID SECTION 36, ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE $N89^{\circ}47'09''E$, A DISTANCE OF 715.28 FEET; (2) THENCE $S67^{\circ}18'05''E$, A DISTANCE OF 429.05 FEET; (3) THENCE $S83^{\circ}45'43''E$, A DISTANCE OF 307.47 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT LOT 36; THENCE $S00^{\circ}07'01''E$ ALONG THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 36, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 167.84 FEET TO THE NORTHWEST CORNER OF SAID IRREGULAR TRACT 64; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65 ON THE FOLLOWING FIVE (5) COURSES: (1) $N62^{\circ}22'09''E$, A DISTANCE OF 286.20 FEET; (2) THENCE $S46^{\circ}31'46''E$, A DISTANCE OF 215.80 FEET; (3) THENCE $S58^{\circ}43'07''E$, A DISTANCE OF 60.00 FEET; (4) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 480.00 FEET, A DISTANCE OF 30.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS $S33^{\circ}06'03''W$, A DISTANCE OF 30.48 FEET; (5) THENCE $S44^{\circ}27'13''E$, A DISTANCE OF 583.54 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT 64; THENCE $S22^{\circ}14'33''E$ ALONG THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 159.00 FEET; THENCE $S00^{\circ}01'54''E$ ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, AND ALSO THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 270.40 FEET; THENCE $S89^{\circ}49'57''E$, A DISTANCE OF 410.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 65; THENCE $S00^{\circ}01'54''E$ ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 485.12 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,902,023 SQUARE FEET OR 66.621 ACRES, MORE OR LESS.

SEE SHEET 2 FOR DRAWING

REVISED: 03/31/2022



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Job No.: P2018.035.003

Date: 01/12/2021

Drawn by: FCE

Scale: 1" = 400'

Sht: 3 of 3

ANNEXATION BOUNDARY

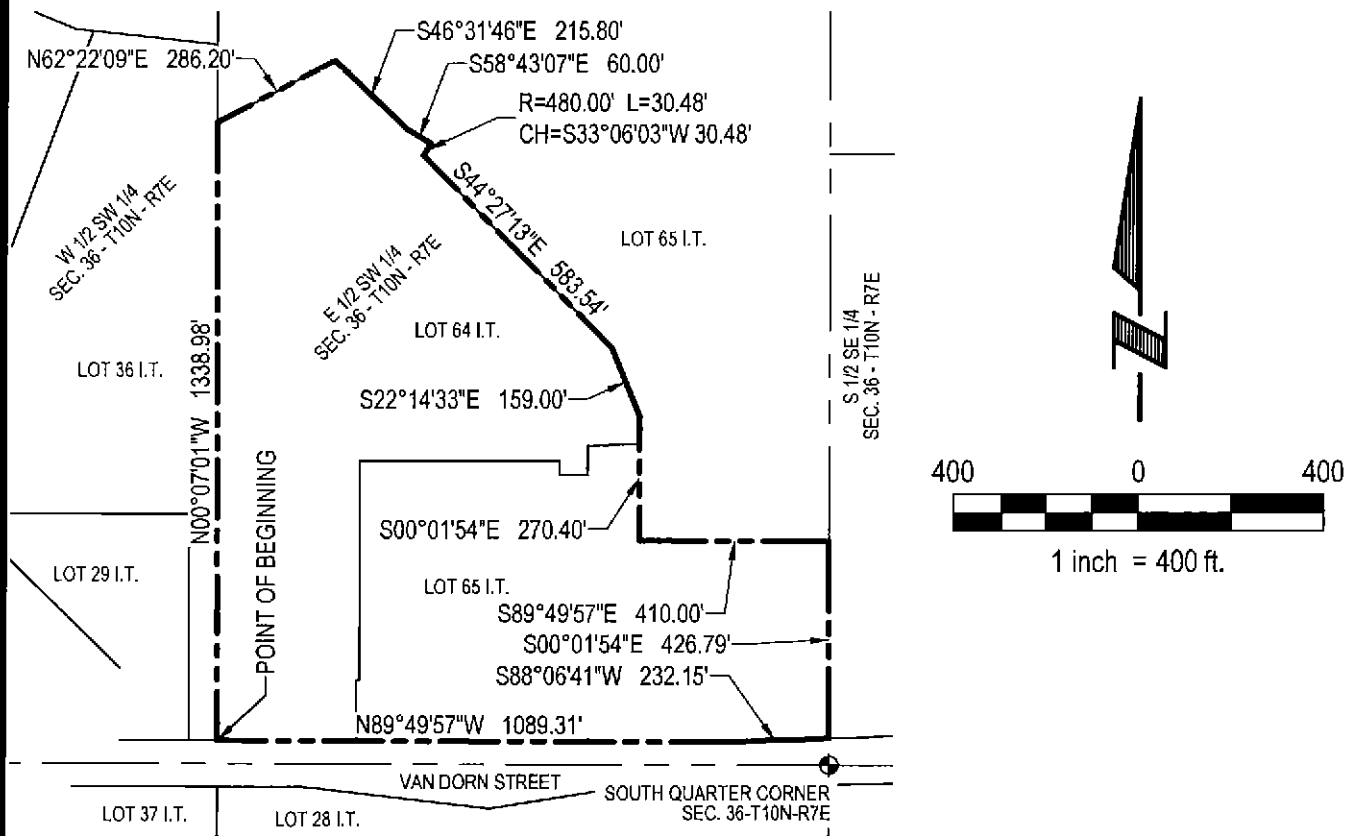
PART OF SEC. 36-T10N-R7E

PART OF SEC. 35T10N-R7E

PART OF SEC. 1-T9N-R7E

LANCASTER COUNTY, NEBRASKA

EXHIBIT "B"



LEGAL DESCRIPTION

A TRACT OF LAND BEING IRREGULAR TRACT 64 AND ALSO TOGETHER WITH PART OF IRREGULAR TRACT LOT 65, BOTH LOCATED IN SECTION 36, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

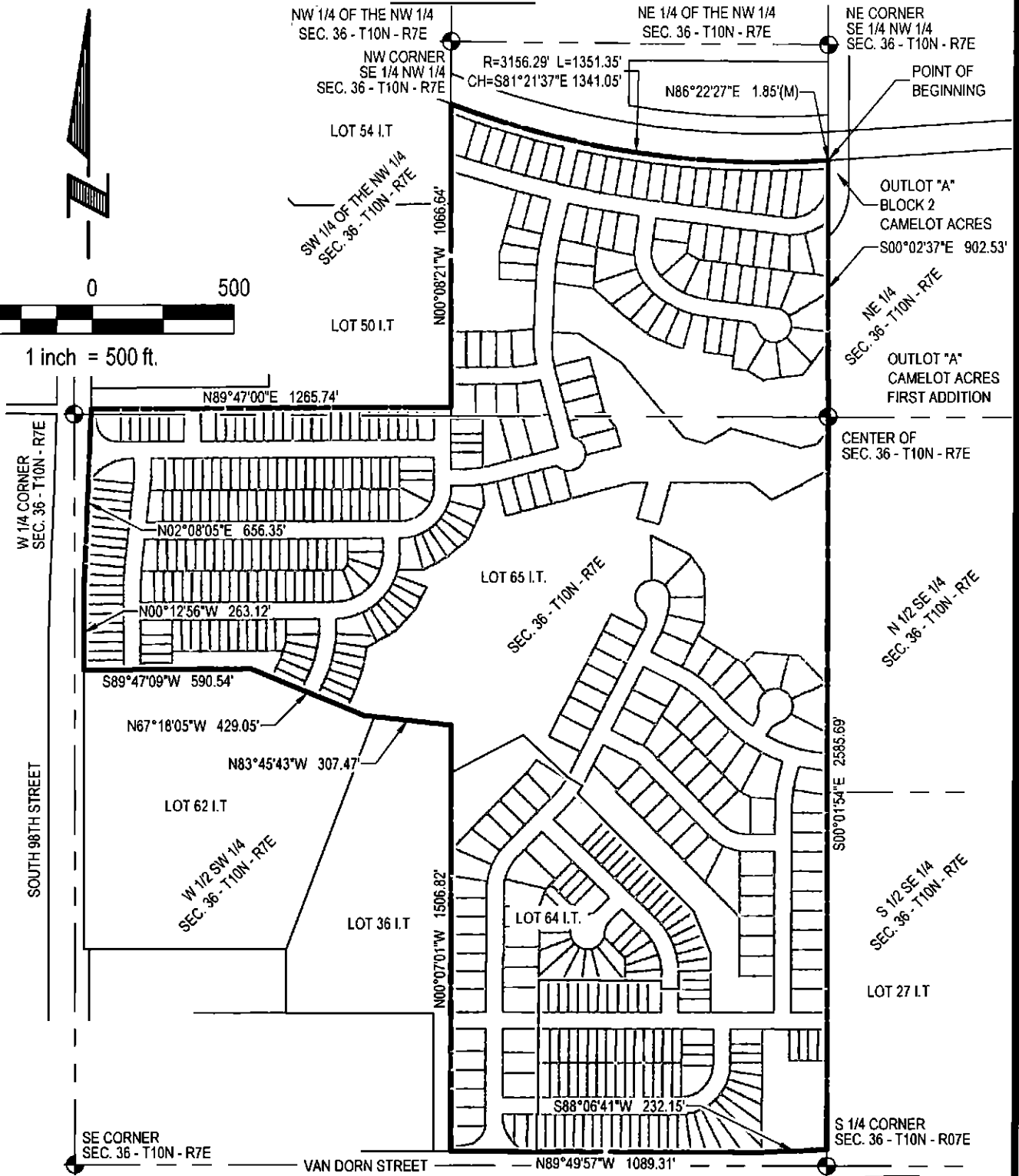
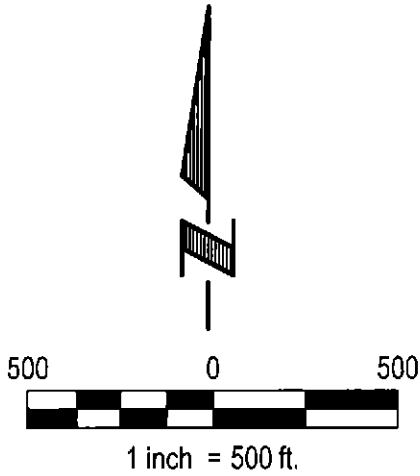
BEGINNING AT THE SOUTHWEST CORNER OF SAID IRREGULAR TRACT LOT 64, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF IRREGULAR TRACT LOT 36 OF SAID SECTION 36, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET; THENCE N00°07'01"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 36, A DISTANCE OF 1338.98 FEET TO THE NORTHWEST CORNER OF SAID IRREGULAR TRACT LOT 34, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID IRREGULAR TRACT LOT 65; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID IRREGULAR TRACT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65 ON THE FOLLOWING FIVE (5) COURSES: (1) N62°22'09"E, A DISTANCE OF 286.20 FEET; (2) THENCE S46°31'46"E, A DISTANCE OF 215.80 FEET; (3) THENCE S58°43'07"E, A DISTANCE OF 60.00 FEET; (4) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 480.00 FEET, A DISTANCE OF 30.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S33°06'03"W, A DISTANCE OF 30.48 FEET; (5) THENCE S44°27'13"E, A DISTANCE OF 583.54 FEET TO THE NORTHEAST CORNER OF SAID IRREGULAR TRACT 64; THENCE S22°14'33"E ALONG THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 159.00 FEET; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 64, SAID LINE ALSO BEING SAID WESTERLY LINE OF IRREGULAR TRACT LOT 65, AND ALSO THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 270.40 FEET; THENCE S89°49'57"E, A DISTANCE OF 410.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID IRREGULAR TRACT LOT 65; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF IRREGULAR TRACT LOT 65, A DISTANCE OF 426.79 FEET TO THE SOUTHEAST CORNER OF SAID IRREGULAR TRACT LOT 65, SAID POINT ALSO BEING ON SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID IRREGULAR TRACT 65 SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S88°06'41"W, A DISTANCE OF 232.15 FEET; (2) THENCE N89°49'57"W, A DISTANCE OF 1089.31 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,277,142 SQUARE FEET OR 29.319 ACRES, MORE OR LESS.

REVISED: 03/31/2022

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		REZONING EXHIBIT LOT 64 IRREGULAR TRACT AND LOT 65 IRREGULAR TRACT SEC. 36-T10N-R7E LANCASTER COUNTY, NEBRASKA
	Job No.: P2018.035.003	Date: 11/10/2020	
Drawn by: FCE	Scale: 1" = 400'	Sht: 1 of 1	

EXHIBIT "C"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

REVISED: 03/31/2022



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Job No.: P2018.035.001

Date: 12/21/2021

Drawn by: BLH

Scale: 1"=500'

Sht: 1 of 2

DIRECTED IMPACT

FEE AREA

FIRE RIDGE

LANCASTER COUNTY, NEBRASKA

EXHIBIT "C"

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 64, IRREGULAR TRACT AND ALSO LOT 65 IRREGULAR TRACT, BOTH LOCATED IN SECTION 36, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 65, IRREGULAR TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "A", BLOCK 2, CAMELOT ACRES, A SUBDIVISION LOCATED IN SAID SECTION 36, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A VACATED MISSOURI PACIFIC RAILROAD; THENCE S00°02'37"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID OUTLOT "A", BLOCK 2, CAMELOT ACRES, AND ALSO THE WESTERLY LINE OF OUTLOT "A", BLOCK 1, SAID CAMELOT ACRES FIRST ADDITION, A DISTANCE OF 902.53 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", BLOCK 1, CAMELOT ACRES 1ST ADDITION; THENCE S00°01'54"E ALONG SAID EASTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE WESTERLY LINE OF THE N1/2 OF THE SE1/4 OF SAID SECTION 36, AND ALSO THE WESTERLY LINE OF LOT 27, IRREGULAR TRACT OF SAID SECTION 36, A DISTANCE OF 2585.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 65, IRREGULAR TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 27, IRREGULAR TRACT, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET; THENCE S88°06'41"W ALONG THE SOUTHERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET, A DISTANCE OF 232.15 FEET; THENCE N89°49'57"W, ALONG SAID SOUTHERLY LINE OF LOT 65, IRREGULAR TRACT, AND ALSO THE SOUTHERLY LINE OF SAID LOT 64, IRREGULAR TRACT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF VAN DORN STREET, A DISTANCE OF 1089.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 64, IRREGULAR TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 36, IRREGULAR TRACT OF SAID SECTION 36; THENCE N00°07'01"W ALONG THE WESTERLY LINE OF SAID LOT 64, IRREGULAR TRACT, AND ALSO THE WESTERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 36, IRREGULAR TRACT, A DISTANCE OF 1506.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 36, IRREGULAR TRACT; THENCE WESTERLY ALONG SAID WESTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING NORTH LINE OF SAID LOT 36, IRREGULAR TRACT, AND ALSO THE NORTHERLY LINE OF LOT 62, IRREGULAR TACT LOCATED IN SAID SECTION 36, ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N83°45'43"W, A DISTANCE OF 307.47 FEET; (2) THENCE N67°18'05"W, A DISTANCE OF 429.05 FEET; (3) THENCE S89°47'09"W, A DISTANCE OF 590.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 62, IRREGULAR TRACT, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 98TH STREET ON THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) N00°12'56"W, A DISTANCE OF 263.12 FEET; (2) THENCE N02°08'05"E, A DISTANCE OF 656.35 FEET TO THE SOUTHWEST CORNER OF LOT 50, IRREGULAR TRACT OF SAID SECTION 36; THENCE N89°47'00"E ALONG SAID WESTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SOUTHERLY LINE OF SAID LOT 50, IRREGULAR TRACT, A DISTANCE OF 1265.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 50, IRREGULAR TRACT; THENCE N00°08'21"W ALONG SAID WESTERLY LINE OF LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 50 AND LOT 54, IRREGULAR TRACTS, SAID SECTION 36, A DISTANCE OF 1066.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 65, IRREGULAR TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 54, IRREGULAR TRACT, AND ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF VACATED MISSOURI PACIFIC RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 65, IRREGULAR TRACT, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF VACATED MISSOURI PACIFIC RAILROAD ON THE FOLLOWING TWO (2) COURSES: (1) SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 3156.29 FEET, A DISTANCE OF 1351.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S81°21'37"E, A DISTANCE OF 1341.05 FEET; THENCE (2) N86°22'27"E, A DISTANCE OF 1.85 FEET TO THE POINT OF BEGINNING.

SAID TACT OF LAND CONTAINS AN AREA OF 5,963,075 SQUARE FEET OR 136.893 ACRES MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

REVISED: 03/31/2022



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Job No.: P2018.035.001

Date: 12/21/2021

Drawn by: BLH

Scale: 1"=500'

Sht: 2 of 2

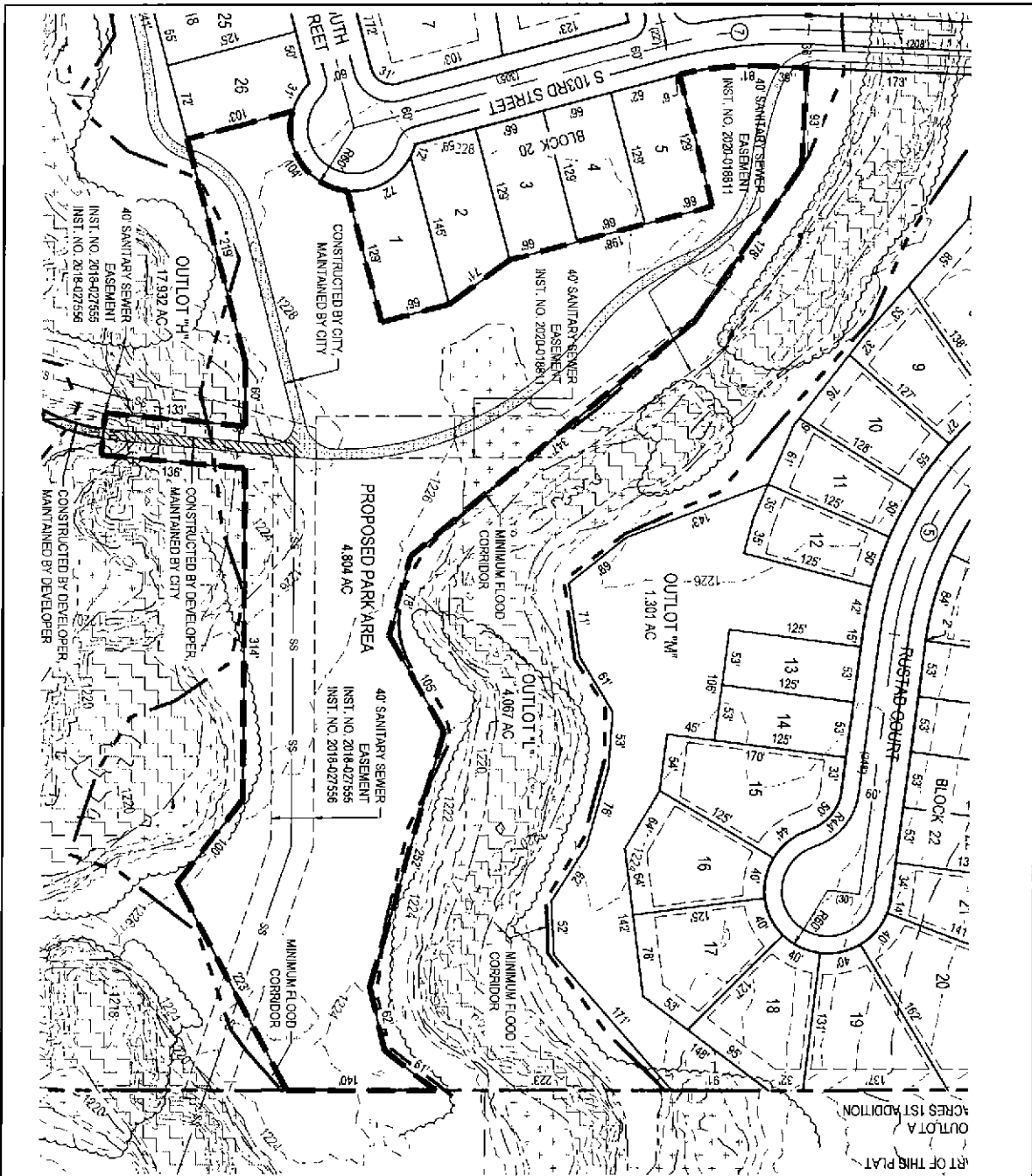
DIRECTED IMPACT

FEE AREA

FIRE RIDGE

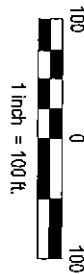
LANCASTER COUNTY, NEBRASKA

EXHIBIT D



NOTE:
PROPOSED PARK AREA TO BE DETERMINED BETWEEN THE DEVELOPER AND CITY OF LINCOLN PARKS AND RECREATION.

- LEGEND**
- SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD ZONE AE
 - FLOODWAY AREAS IN ZONE AE
 - MINIMUM FLOOD CORRIDOR LINE
 - TRAIL AREA TO BE CONSTRUCTED BY CITY, MAINTAINED BY CITY
 - TRAIL AREA TO BE CONSTRUCTED BY DEVELOPER, MAINTAINED BY CITY
 - TRAIL AREA TO BE CONSTRUCTED BY DEVELOPER, MAINTAINED BY DEVELOPER



Rev	Description	Date	By	Appr
1	12/30/2020			

PARK AREA EXHIBIT

FIRE RIDGE
LINCOLN, NE 68504



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