



A94044

23R-254

Introduce: 6-12-23

RESOLUTION NO. A- **94044**

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

That the Conditional Annexation and Change of Zone Agreement for West View PUD which is attached hereto, marked as Attachment "A", and made a part hereof by reference, between the City of Lincoln, and PAR 72, LLC., ("Owner") for annexing the property generally located at the northeast corner of Southwest 40<sup>th</sup> and West A Streets, re-zoning the property from AGR Agricultural District to R-3 Residential District Planned Unit Development, and amending the Comprehensive Plan as set forth in the Agreement, is hereby approved and the Mayor is authorized to execute the Conditional Annexation and Change of Zone Agreement on behalf of the City.

BE IT RESOLVED that the City Clerk is directed to return one fully-executed copy of this Agreement to Abigail Littrell, Assistant City Attorney, for distribution to the Developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional Annexation and Change of Zone Agreement for West View PUD with the Lancaster County Register of Deeds with the recording fees to be paid in advance by the Developer.

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

Introduced by:

\_\_\_\_\_

AYES: Beckius, Bowers, Carlson, Dude, Shobe, Weber; NAYS: None; CONFLICT OF INTEREST: Washington.

Approved as to Form & Legality:

\_\_\_\_\_  
City Attorney

Approved this 20<sup>th</sup> day of July, 2023:

\_\_\_\_\_  
Mayor

**ADOPTED**

**JUL 10 2023**

**BY CITY COUNCIL**

**CONDITIONAL ANNEXATION AND CHANGE OF ZONE AGREEMENT  
FOR WEST VIEW PUD**

This Conditional Annexation and Change of Zone Agreement for West View PUD (“Agreement”) is made and entered into as of the date of execution by the last signatory hereto as indicated below by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation (“City”), and **PAR 72, LLC**, a Nebraska limited liability company (“Property Owner”). The City and Property Owner may hereinafter be referred to individually as a “Party”, and collectively as the “Parties”.

**RECITALS**

A. The Property Owner is the owner of the real estate legally described as:

Lots 118 and 125, Irregular Tracts in the Southwest Quarter, in  
Section 29, Township 10 North, Range 6 East of the 6<sup>th</sup> P.M.

And

Remaining Portion of Lot 1, Newell Subdivision

All located Lancaster County, Nebraska (the “Property”).

The Property is generally located at the northeast corner of Southwest 40<sup>th</sup> and West A Streets, Lincoln, Nebraska, and is shown on Exhibit A.

B. The City and Property Owner desire that the Property be annexed in phases pursuant to this Agreement.

C. Property Owner petitioned the City to annex the Phase I Area of the Property, legally described and shown on Exhibit B, which includes approximately 17.21 acres. Adjacent property and right of way, not subject to the terms of this agreement, will also be annexed for a total annexation area of 19.05 acres (AN23006).

- D. Property Owner petitioned the City to rezone (CZ23021) a portion of the Property shown and legally described on Exhibit C from AGR Agricultural Residential District to R-3 Residential District Planned Unit Development.
- E. Property Owner requests the City amend the Future Land Use Plan (Figure GF.b), as shown on Exhibit D, of the City's comprehensive plan to show portions of the Property as Residential-Urban Density and Commercial rather than Green Space (CPA23006).
- F. AN23006, CZ23021, and CPA23006 are collectively referred to as the "Governmental Actions."
- G. This Agreement identifies the Property Owner's and City's responsibilities regarding the construction of impact fee facility infrastructure improvements necessitated upon annexation and future development of the Property.
- H. Property Owner represents to City that in consideration of City's approval of the Governmental Actions, Property Owner will enter into this Agreement.

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

**I.**

**GOVERNMENTAL ACTIONS AND ACKNOWLEDGMENTS**

- A. **Concurrent Approval.** The City, concurrently with the approval of this Agreement, is approving the following Governmental Actions:
  - 1. Annexing that portion of the Property legally described and shown on Exhibit B (AN23006);

2. Changing the zone of that portion of the Property legally described and shown on Exhibit C from AGR Agricultural Residential to R-3 Residential Planned Unit Development (CZ23006); and
3. Amending the Comprehensive Plan (CPA23006) as shown on Exhibit D.

B. **Conditional Approval**. Approvals of the Governmental Actions are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

## II.

### PHASED DEVELOPMENT OF THE PROPERTY

**Subsequent Phases of Annexation**. The City and Property Owner agree that the Property will be annexed and developed in multiple phases. The Property Owner and the City recognize and understand that as part of this Agreement, the Property Owner and City have identified the public impact fee facility infrastructure improvements necessary to serve future development of the Property.

### III.

#### ARTERIAL STREET IMPROVEMENTS

- A. **SW 40<sup>th</sup> and West F Street Intersection.** The City and Property Owner agree that urban development of the Property will require the Property Owner to design and construct, at its own cost and expense, right and left turn lanes in conformance with City of Lincoln Standard Specifications at the time of construction and designed to the satisfaction of the Lincoln Transportation and Utilities Division, at the full turn movement intersection at SW 40<sup>th</sup> and West F Street as generally shown on Exhibit E (“**Intersection Improvements**”). The Intersection Improvements will provide required turning motor vehicular storage along with the required deceleration lane length. The parties acknowledge that the Intersection Improvements shall be designed and constructed as permanent improvements and are intended to serve the traffic volume anticipated for the area for a period exceeding fifteen (15) years. The City acknowledges and agrees that the Intersection Improvements are to be considered Arterial Street Impact Fee Facility Improvements as that term is defined in Chapter 27.82 of the Lincoln Municipal Code and shall be subject to reimbursement as set forth in subparagraph C. below.
- B. **West A and SW 36<sup>th</sup> Street Intersection.** The City is in the process of constructing the West A Street Improvement Project which extends from the west City limits to SW 23<sup>rd</sup> Street (“West A Project”), and includes the construction of a roundabout at the West A and SW 36<sup>th</sup> intersection (“SW 36<sup>th</sup> Roundabout”) that will provide access to the Property. The West A Project is anticipated to be completed in 2024. Developer agrees to contribute Four Hundred Thousand and no/100 Dollars (\$400,000) to the cost of the SW 36<sup>th</sup> Roundabout at such time as the City completes construction of the SW 36<sup>th</sup> Roundabout (“Roundabout

Contribution”). The City acknowledges and agrees that the SW 36<sup>th</sup> Roundabout is an Arterial Street Impact Fee Facility Improvement as that term is defined in Chapter 27.82 of the Lincoln Municipal Code and the Roundabout Contribution shall be subject to reimbursement as set forth in subparagraph C. below.

- C. **Segregated Arterial Street Impact Fees.** City agrees to segregate arterial street impact fees collected by the City from the Impact Fee Area shown on Exhibit F (“Segregated Arterial Street Impact Fees”). City agrees that it shall reimburse Developer for the Intersection Improvements and Roundabout Contribution described in Subsections A and B above from the Segregated Arterial Street Impact Fees generated by development within the Impact Fee Area shown on Exhibit F. Said reimbursement from Segregated Arterial Street Impact Fees shall be paid quarterly as Segregated Arterial Street Impact Fees are received. The foregoing notwithstanding, any reimbursement to be paid from the Segregated Arterial Street Impact Fees shall not constitute a general obligation of the City.
- D. **Dedication of Right of Way.** Developer agrees to dedicate, at no cost to the City, sufficient right of way for the Intersection Improvements at SW40th & West A Street, and SW40th & West F Streets, as determined by City, at the time of final plat, or upon request by the City, as well as additional right-of-way for a future roundabout at the intersection.
- E. **City Excess ROW.** The parties acknowledge that Developer waived its rights to enter into good faith negotiations with the City for the acquisition of the necessary right of way and easements for the West A Project, and granted the City, at no cost, right of way and easements from the Property for the construction of the West A Project, including the SW 36<sup>th</sup> Roundabout. Developer also agreed to relinquish existing access points to West A from 3500 and 3540 West A Street and to take access from and to said parcels from SW 36<sup>th</sup> Street, with

no other access to the Property permitted off West A, unless approved as part of a new street access permit. In exchange, the City agrees to make best efforts to convey excess property it acquired at 3600 West A as part of the West A Project (“Excess ROW”) and transfer said Excess ROW to Developer at no cost after completion of the West A Project, all subject to future City Council approval, if required. The parties acknowledge and agree that the value of Developer’s ROW donations and access concessions to facilitate the West A Project is equal to or greater than the value of the Excess ROW. The Excess ROW is shown conceptually on Exhibit G.

**IV.**

**PROPERTY OWNER CONTRIBUTIONS**

**Contribution to Rural Fire Protection District.** Property Owner understands and acknowledges that the City’s annexation of the Property or any portion thereof lying within the boundaries of the SE Rural Fire Protection District (“District”) shall not be complete except upon the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the Property or portion thereof being annexed. The Property Owner agrees to pay the City the amount which must be paid by the City to the District in order for the portion of the Property being annexed to be complete. At the time of this Agreement the contribution to the District is expected to be \$0.

**V.**

**NOTICE**

**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  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

(2) If to the Property Owner:

Par 72, LLC  
Attn: Robert L. Benes  
1640 Normandy Court, Suite A  
Lincoln, NE 68512

With a copy to:

Seacrest & Kalkowski, PC, LLO  
Attention: DaNay Kalkowski  
1128 Lincoln Mall, Suite 105  
Lincoln, Nebraska 68508

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

## V.

### MISCELLANEOUS

- A. Recitals & Exhibits.** All of the Recitals above and Exhibits attached to this Agreement are incorporated herein by this reference.
- B. Amendments.** This Agreement may only be amended or modified in writing signed by the Parties to this Agreement.
- C. Further Assurances.** 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.

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

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

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

**G. Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any Party shall be deemed or construed by the City, Property Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties other than the contractual relationship stated in this Agreement.

**H. Assignment.** In the case of the assignment of this Agreement by 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.

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

**M. Authority.** The City has the authority to engage in the reimbursements to Property Owner described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Property Owner described in this Agreement will comply with all applicable laws.

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

### **EXHIBITS**

<u>Exhibit A</u>	The Property
<u>Exhibit B</u>	Phase I Annexation Area
<u>Exhibit C</u>	Change of Zone Area
<u>Exhibit D</u>	Comprehensive Plan Amendment Map
<u>Exhibit E</u>	Intersection Improvements
<u>Exhibit F</u>	Impact Fee Area
<u>Exhibit G</u>	Excess ROW



**PAR 72, LLC,**  
a Nebraska limited liability company

By: [Signature]  
Robert L. Benes, Manager

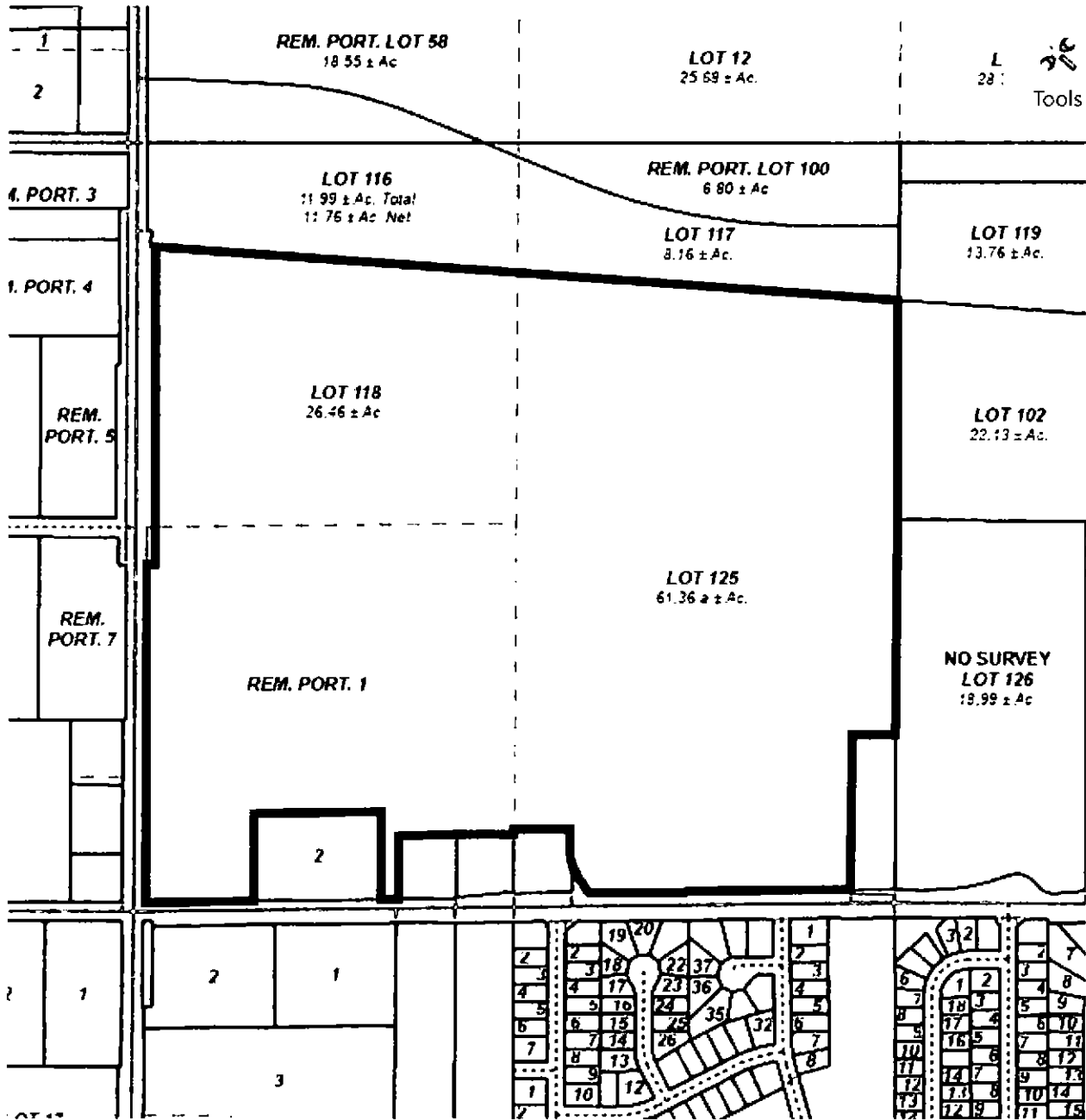
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 6 day of June, 2023, by Robert L. Benes, Manager of Par 72, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

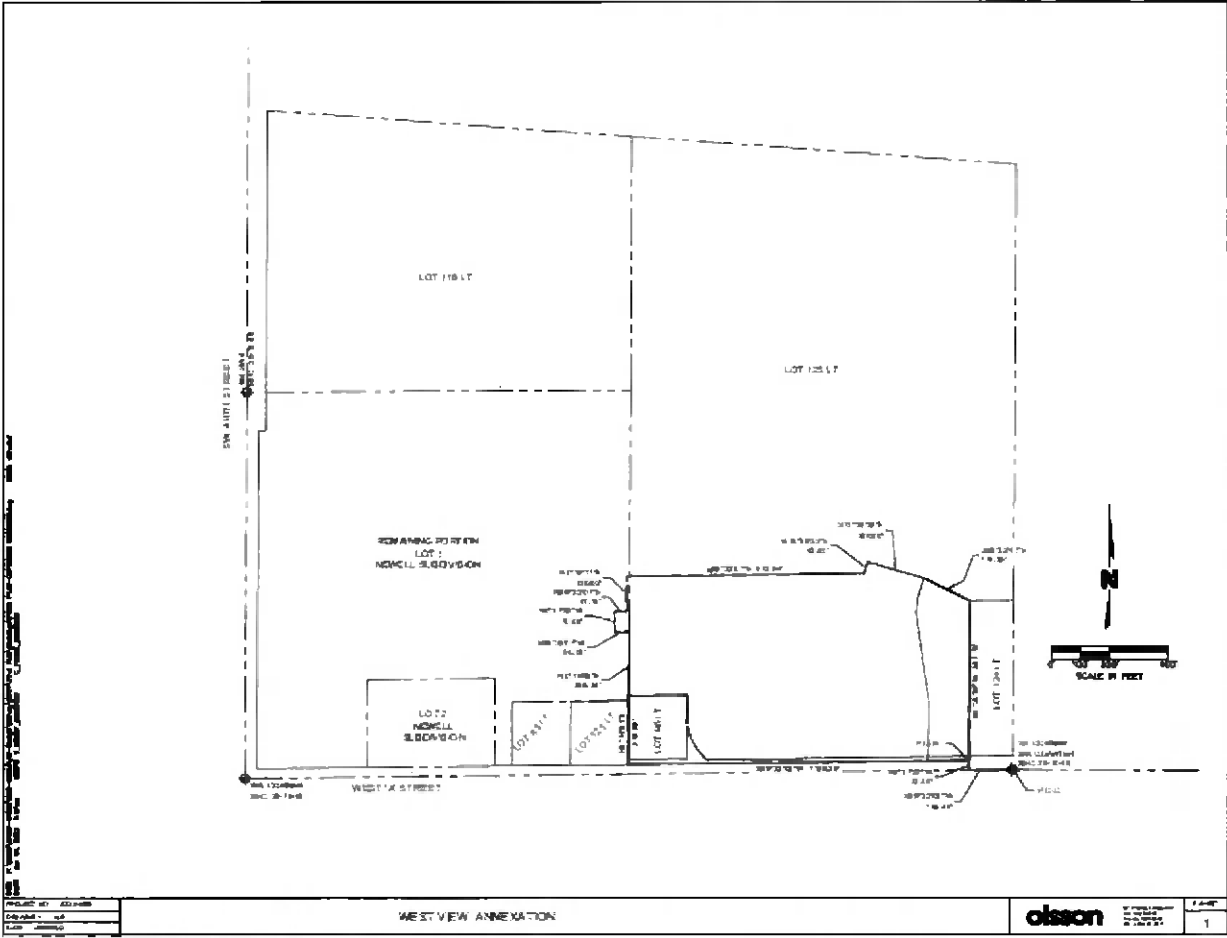
[Signature]  
Notary Public



**EXHIBIT A  
THE PROPERTY**



# EXHIBIT B PHASE I ANNEXATION AREA



**EXHIBIT B**  
**PHASE I ANNEXATION AREA**

**LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF LOT 95 I.T., A PORTION OF LOT 125 I.T., A PORTION OF THE REMAINING PORTION OF LOT 1, NEWELL SUBDIVISION AND A PORTION OF WEST 'A' STREET RIGHT OF WAY ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE, WESTERLY, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°22'03"W, A DISTANCE OF 149.45' TO A POINT; THENCE N00°37'57"W, A DISTANCE OF 33.00' TO THE TRUE POINT OF BEGINNING; THENCE S89°22'03"W, ON A LINE 33.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,165.29' TO A POINT; THENCE N00°14'51"E, ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT 95 I.T., AND ON THE WEST LINE OF SAID LOT 95 I.T., A DISTANCE OF 218.69' TO A POINT; THENCE N00°19'52"E, A DISTANCE OF 236.34' TO A POINT; THENCE S89°22'07"W, A DISTANCE OF 50.00' TO A POINT; THENCE N00°37'53"W, A DISTANCE OF 70.00' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 41.16' TO A POINT; THENCE N00°19'17"E, A DISTANCE OF 120.02' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 812.94' TO A POINT; THENCE N16°25'23"E, A DISTANCE OF 42.61' TO A POINT; THENCE S73°34'37"E, A DISTANCE OF 200.00' TO A POINT; THENCE S63°53'41"E, A DISTANCE OF 176.39' TO A SOUTHEAST CORNER OF SAID LOT 125 I.T., SAID POINT BEING THE NORTHEAST CORNER OF LOT 124 I.T.; THENCE S00°20'57"W, ON AN EAST LINE OF SAID LOT 125 I.T. AND IT EXTENSION, A DISTANCE OF 547.75' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 749,822.06 SQUARE FEET OR 17.21 ACRES, MORE OR LESS.





**EXHIBIT C**  
**CHANGE OF ZONE AREA**

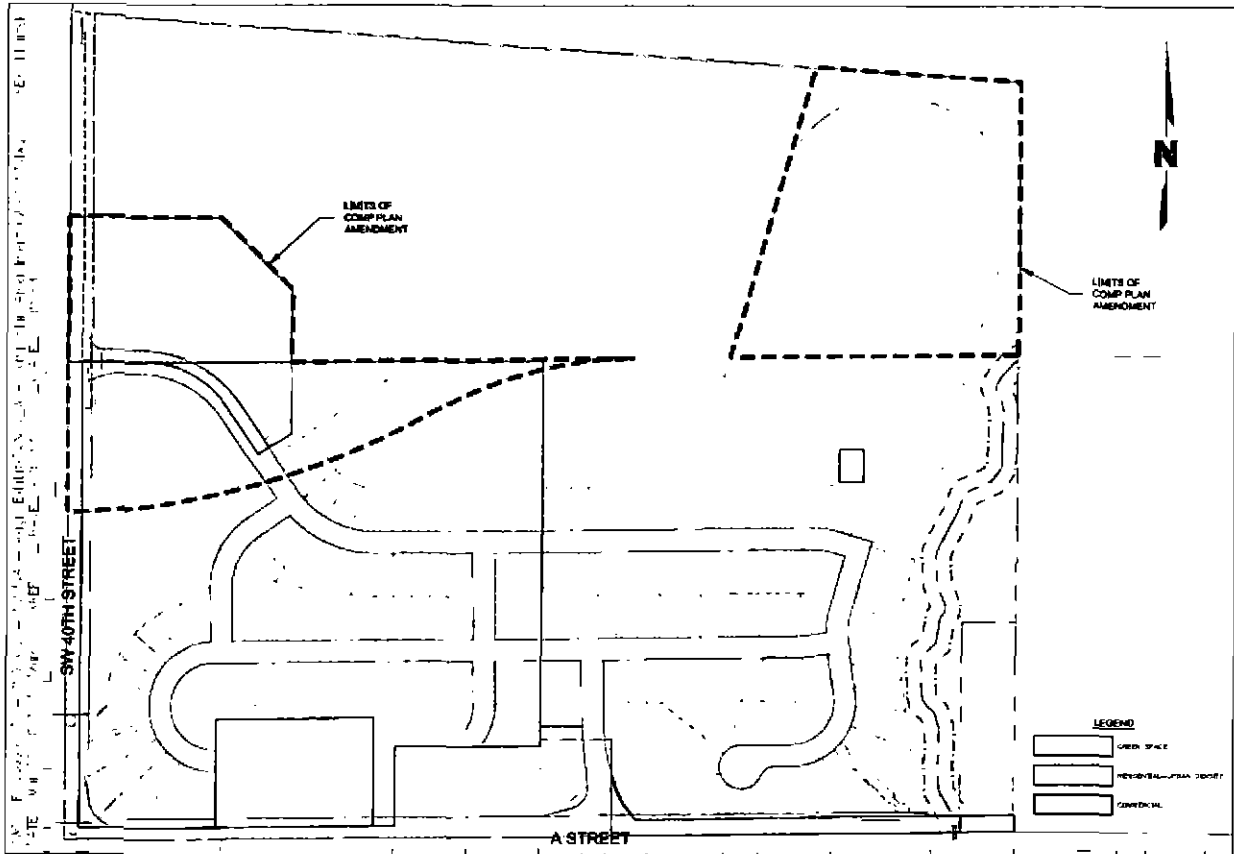
**LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF LOT 95 I.T., A PORTION OF LOT 125 I.T., AND A PORTION OF THE REMAINING PORTION OF LOT 1, NEWELL SUBDIVISION, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE, WESTERLY, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°22'03"W, A DISTANCE OF 149.21' TO A POINT; THENCE N00°37'57"W, A DISTANCE OF 47.00' TO A SOUTHEAST CORNER OF LOT 125 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S89°22'27"W, ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH RIGHT OF WAY LINE OF WEST 'A' STREET, A DISTANCE OF 557.13', TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°00'43", A RADIUS OF 107.00', AN ARC LENGTH OF 14.96', ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 14.95', A TANGENT LENGTH OF 7.49', AND A CHORD BEARING OF S85°21'45"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°00'37", A RADIUS OF 98.00', AN ARC LENGTH OF 13.70', ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 13.69', A TANGENT LENGTH OF 6.86', AND A CHORD BEARING OF S85°21'45"W TO A POINT; THENCE S89°22'03"W, ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 311.09' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 15°14'00", A RADIUS OF 55.00', AN ARC LENGTH OF 14.62', ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 14.58', A TANGENT LENGTH OF 7.35', AND A CHORD BEARING OF N46°54'33"W TO A POINT; THENCE N39°17'41"W, ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 34.01' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°17'20", A RADIUS OF 75.00', AN ARC LENGTH OF 13.47', ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 13.45', A TANGENT LENGTH OF 6.75', AND A CHORD BEARING OF N34°09'02"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°44'59", A RADIUS OF

285.00', AN ARC LENGTH OF 43.52', ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 43.48', A TANGENT LENGTH OF 21.80', AND A CHORD BEARING OF N24°37'55"W TO A POINT; THENCE N15°48'37"W, ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 36.47' TO A POINT; THENCE S00°21'03"W, ON THE EAST LINE OF LOT 95 I.T., SAID LINE BEING A WEST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 117.84' TO A POINT; THENCE S89°22'03"W, ON THE SOUTH LINE OF SAID LOT 95 I.T., SAID LINE BEING A NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 200.01' TO A POINT; THENCE N00°14'51"E, ON THE WEST LINE OF SAID LOT 95 I.T., A DISTANCE OF 201.69' TO A POINT; THENCE N00°19'25"E, A DISTANCE OF 236.34' TO A POINT; THENCE S89°22'07"W, A DISTANCE OF 49.97' TO A POINT; THENCE N00°37'53"W, A DISTANCE OF 70.00' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 41.16' TO A POINT; THENCE N00°19'17"E, A DISTANCE OF 120.02' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 812.94' TO A POINT; THENCE N16°25'23"E, A DISTANCE OF 42.61' TO A POINT; THENCE S73°34'37"E, A DISTANCE OF 200.00' TO A POINT; THENCE S63°53'41"E, A DISTANCE OF 176.39' TO A TO A SOUTHEAST CORNER OF SAID LOT 125 I.T., SAID POINT BEING THE NORTHEAST CORNER OF LOT 124 I.T.; THENCE S00°20'57"W, ON AN EAST LINE OF SAID LOT 125 I.T., A DISTANCE OF 533.75' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 730,497.71 SQUARE FEET OR 16.77 ACRES, MORE OR LESS.

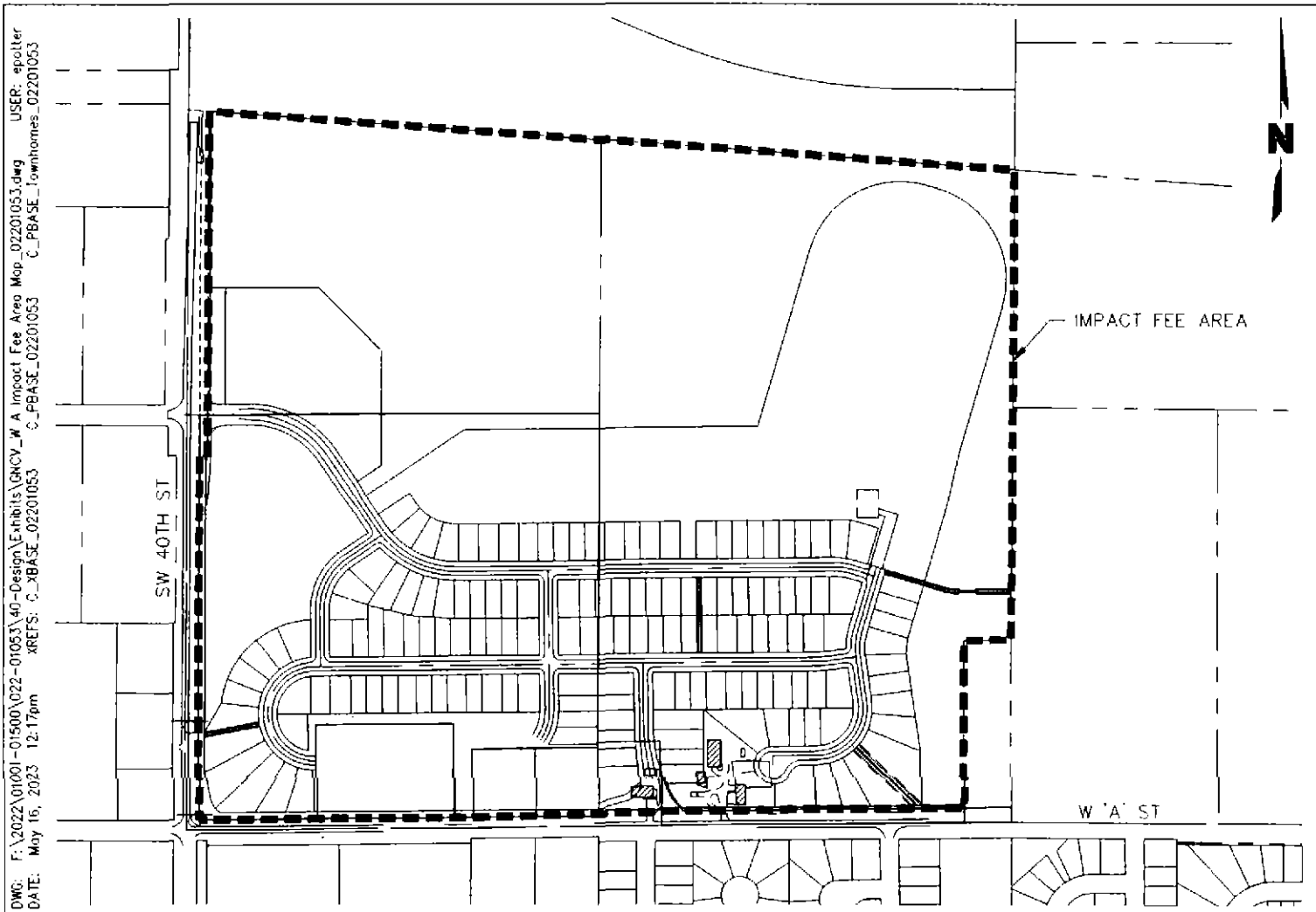
**EXHIBIT D**  
**COMPREHENSIVE PLAN AMENDMENT**  
**FUTURE LAND USE PLAN**



PROJECT NO: 022-01053	WEST VIEW - COMP PLAN AMENDMENT TO FIGURE GF.b: 2050 FUTURE LAND USE PLAN	8437 W Chandler Blvd Chandler, AZ 85228 TEL: 480.350.8300 www.olsson.com	EXHIBIT
DRAWN BY: BPS			1
DATE: 3.17.23			



**EXHIBIT F**  
**IMPACT FEE AREA**



DWG: F:\2022\01001-01500\022-01053\40-Design\Exhibits\GNCV-W A Impact Fee Area Map\_02201053.dwg USER: epotter  
 DATE: May 16, 2023 12:17pm XREFS: C:\BASE\_02201053 C:\BASE\_lowhomes\_02201053

PROJECT NO:	022-01053
DRAWN BY:	KRT
DATE:	5/16/2023

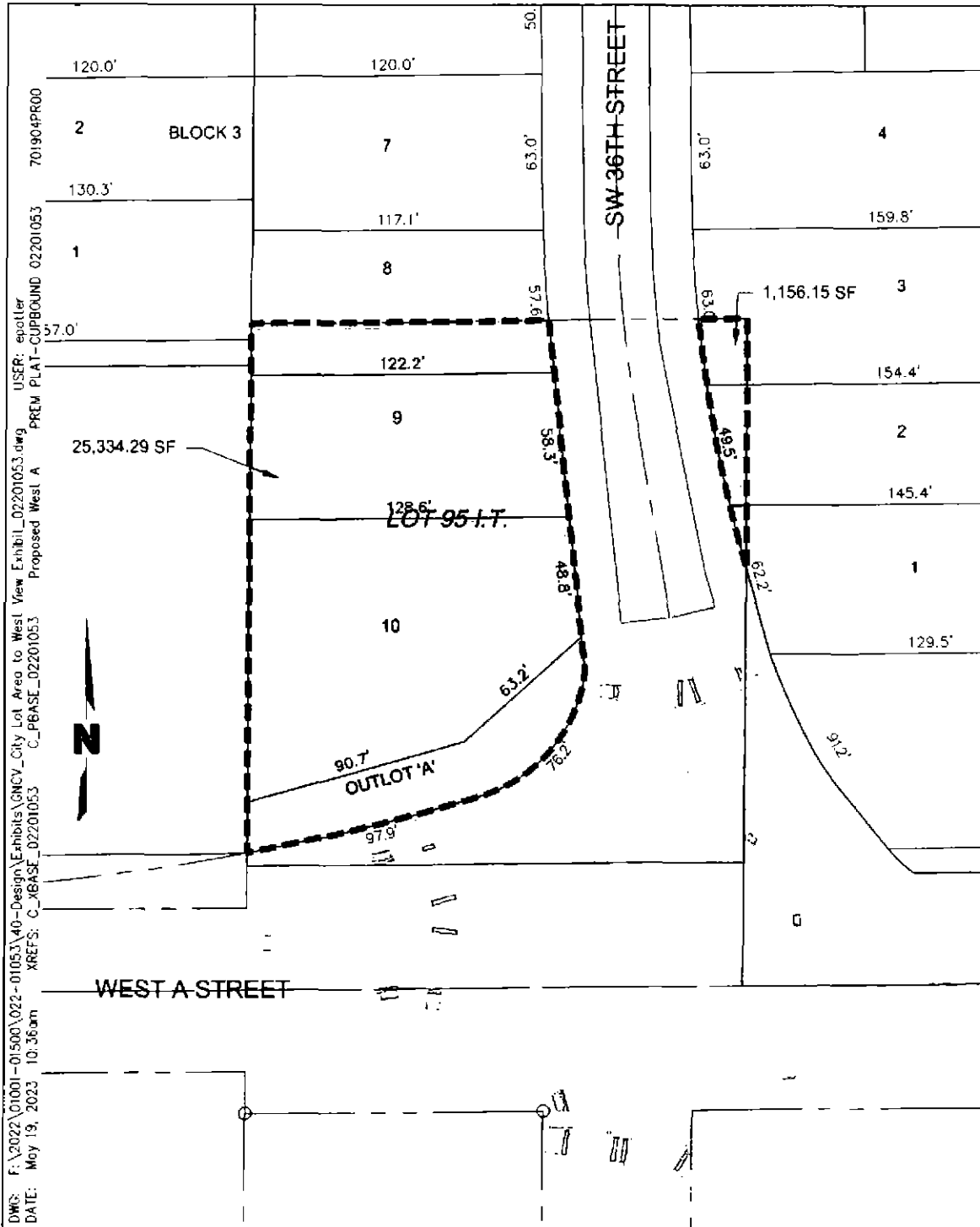
WEST VIEW IMPACT FEE AREA MAP



501 P Street, Suite 200  
 P.O. Box 84638  
 Lincoln, NE 68528  
 TEL: 402-474-6311

EXHIBIT
F

**EXHIBIT G**  
**EXCESS ROW**



DWG: F:\2022\101001-01500\022-01053\40-Design\Exhibits\CONC City Lot Area to West View Exhibit\_02201053.dwg USER: epattler  
 DATE: May 19, 2023 10:36am XREFS: C:\BASE\_02201053 C:\BASE\_02201053 Proposed West A PREM PLAT-CUPBOUND 02201053 701904PR00

PROJECT NO: 022-01053	LOT 95 I.T. AREA TO WEST VIEW DEVELOPMENT	<b>olsson</b>	601 P Street, Suite 200 P.O. Box 84808 Lincoln, NE 68508 TEL 402.474.8311	EXHIBIT
DRAWN BY: EAP				
DATE: 5/19/2023				1



**CONDITIONAL ANNEXATION AND CHANGE OF ZONE AGREEMENT  
FOR WEST VIEW PUD**

This Conditional Annexation and Change of Zone Agreement for West View PUD (“Agreement”) is made and entered into as of the date of execution by the last signatory hereto as indicated below by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation (“City”), and **PAR 72, LLC**, a Nebraska limited liability company (“Property Owner”). The City and Property Owner may hereinafter be referred to individually as a “Party”, and collectively as the “Parties”.

**RECITALS**

A. The Property Owner is the owner of the real estate legally described as:

Lots 118 and 125, Irregular Tracts in the Southwest Quarter, in Section 29, Township 10 North, Range 6 East of the 6<sup>th</sup> P.M.

And

Remaining Portion of Lot 1, Newell Subdivision

All located Lancaster County, Nebraska (the “Property”).

The Property is generally located at the northeast corner of Southwest 40<sup>th</sup> and West A Streets, Lincoln, Nebraska, and is shown on Exhibit A.

B. The City and Property Owner desire that the Property be annexed in phases pursuant to this Agreement.

C. Property Owner petitioned the City to annex the Phase I Area of the Property, legally described and shown on Exhibit B, which includes approximately 17.21 acres. Adjacent property and right of way, not subject to the terms of this agreement, will also be annexed for a total annexation area of 19.05 acres (AN23006).

FF  
NEWELL



- D. Property Owner petitioned the City to rezone (CZ23021) a portion of the Property shown and legally described on Exhibit C from AGR Agricultural Residential District to R-3 Residential District Planned Unit Development.
- E. Property Owner requests the City amend the Future Land Use Plan (Figure GF.b), as shown on Exhibit D, of the City's comprehensive plan to show portions of the Property as Residential-Urban Density and Commercial rather than Green Space (CPA23006).
- F. AN23006, CZ23021, and CPA23006 are collectively referred to as the "Governmental Actions."
- G. This Agreement identifies the Property Owner's and City's responsibilities regarding the construction of impact fee facility infrastructure improvements necessitated upon annexation and future development of the Property.
- H. Property Owner represents to City that in consideration of City's approval of the Governmental Actions, Property Owner will enter into this Agreement.

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

**I.**

**GOVERNMENTAL ACTIONS AND ACKNOWLEDGMENTS**

- A. **Concurrent Approval**. The City, concurrently with the approval of this Agreement, is approving the following Governmental Actions:
  - 1. Annexing that portion of the Property legally described and shown on Exhibit B (AN23006);

2. Changing the zone of that portion of the Property legally described and shown on Exhibit C from AGR Agricultural Residential to R-3 Residential Planned Unit Development (CZ23006); and
3. Amending the Comprehensive Plan (CPA23006) as shown on Exhibit D.

B. **Conditional Approval**. Approvals of the Governmental Actions are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

## II.

### PHASED DEVELOPMENT OF THE PROPERTY

**Subsequent Phases of Annexation**. The City and Property Owner agree that the Property will be annexed and developed in multiple phases. The Property Owner and the City recognize and understand that as part of this Agreement, the Property Owner and City have identified the public impact fee facility infrastructure improvements necessary to serve future development of the Property.

### III.

#### ARTERIAL STREET IMPROVEMENTS

- A. **SW 40<sup>th</sup> and West F Street Intersection.** The City and Property Owner agree that urban development of the Property will require the Property Owner to design and construct, at its own cost and expense, right and left turn lanes in conformance with City of Lincoln Standard Specifications at the time of construction and designed to the satisfaction of the Lincoln Transportation and Utilities Division, at the full turn movement intersection at SW 40<sup>th</sup> and West F Street as generally shown on Exhibit E (“**Intersection Improvements**”). The Intersection Improvements will provide required turning motor vehicular storage along with the required deceleration lane length. The parties acknowledge that the Intersection Improvements shall be designed and constructed as permanent improvements and are intended to serve the traffic volume anticipated for the area for a period exceeding fifteen (15) years. The City acknowledges and agrees that the Intersection Improvements are to be considered Arterial Street Impact Fee Facility Improvements as that term is defined in Chapter 27.82 of the Lincoln Municipal Code and shall be subject to reimbursement as set forth in subparagraph C. below.
- B. **West A and SW 36<sup>th</sup> Street Intersection.** The City is in the process of constructing the West A Street Improvement Project which extends from the west City limits to SW 23<sup>rd</sup> Street (“West A Project”), and includes the construction of a roundabout at the West A and SW 36<sup>th</sup> intersection (“SW 36<sup>th</sup> Roundabout”) that will provide access to the Property. The West A Project is anticipated to be completed in 2024. Developer agrees to contribute Four Hundred Thousand and no/100 Dollars (\$400,000) to the cost of the SW 36<sup>th</sup> Roundabout at such time as the City completes construction of the SW 36<sup>th</sup> Roundabout (“Roundabout

Contribution”). The City acknowledges and agrees that the SW 36<sup>th</sup> Roundabout is an Arterial Street Impact Fee Facility Improvement as that term is defined in Chapter 27.82 of the Lincoln Municipal Code and the Roundabout Contribution shall be subject to reimbursement as set forth in subparagraph C. below.

- C. **Segregated Arterial Street Impact Fees.** City agrees to segregate arterial street impact fees collected by the City from the Impact Fee Area shown on Exhibit F (“Segregated Arterial Street Impact Fees”). City agrees that it shall reimburse Developer for the Intersection Improvements and Roundabout Contribution described in Subsections A and B above from the Segregated Arterial Street Impact Fees generated by development within the Impact Fee Area shown on Exhibit F. Said reimbursement from Segregated Arterial Street Impact Fees shall be paid quarterly as Segregated Arterial Street Impact Fees are received. The foregoing notwithstanding, any reimbursement to be paid from the Segregated Arterial Street Impact Fees shall not constitute a general obligation of the City.
- D. **Dedication of Right of Way.** Developer agrees to dedicate, at no cost to the City, sufficient right of way for the Intersection Improvements at SW40th & West A Street, and SW40th & West F Streets, as determined by City, at the time of final plat, or upon request by the City, as well as additional right-of-way for a future roundabout at the intersection.
- E. **City Excess ROW.** The parties acknowledge that Developer waived its rights to enter into good faith negotiations with the City for the acquisition of the necessary right of way and easements for the West A Project, and granted the City, at no cost, right of way and easements from the Property for the construction of the West A Project, including the SW 36<sup>th</sup> Roundabout. Developer also agreed to relinquish existing access points to West A from 3500 and 3540 West A Street and to take access from and to said parcels from SW 36<sup>th</sup> Street, with

no other access to the Property permitted off West A, unless approved as part of a new street access permit. In exchange, the City agrees to make best efforts to convey excess property it acquired at 3600 West A as part of the West A Project (“Excess ROW”) and transfer said Excess ROW to Developer at no cost after completion of the West A Project, all subject to future City Council approval, if required. The parties acknowledge and agree that the value of Developer’s ROW donations and access concessions to facilitate the West A Project is equal to or greater than the value of the Excess ROW. The Excess ROW is shown conceptually on Exhibit G.

**IV.**

**PROPERTY OWNER CONTRIBUTIONS**

**Contribution to Rural Fire Protection District.** Property Owner understands and acknowledges that the City’s annexation of the Property or any portion thereof lying within the boundaries of the SE Rural Fire Protection District (“District”) shall not be complete except upon the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the Property or portion thereof being annexed. The Property Owner agrees to pay the City the amount which must be paid by the City to the District in order for the portion of the Property being annexed to be complete. At the time of this Agreement the contribution to the District is expected to be \$0.

**V.**

**NOTICE**

**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  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

(2) If to the Property Owner:

Par 72, LLC  
Attn: Robert L. Benes  
1640 Normandy Court, Suite A  
Lincoln, NE 68512

With a copy to:

Seacrest & Kalkowski, PC, LLO  
Attention: DaNay Kalkowski  
1128 Lincoln Mall, Suite 105  
Lincoln, Nebraska 68508

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

## V.

### MISCELLANEOUS

- A. Recitals & Exhibits.** All of the Recitals above and Exhibits attached to this Agreement are incorporated herein by this reference.
- B. Amendments.** This Agreement may only be amended or modified in writing signed by the Parties to this Agreement.
- C. Further Assurances.** 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.

- D. Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.
- E. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against 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.
- F. Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- G. Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any Party shall be deemed or construed by the City, Property Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties other than the contractual relationship stated in this Agreement.
- H. Assignment.** In the case of the assignment of this Agreement by 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.

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



**M. Authority.** The City has the authority to engage in the reimbursements to Property Owner described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Property Owner described in this Agreement will comply with all applicable laws.

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

### **EXHIBITS**

<u>Exhibit A</u>	The Property
<u>Exhibit B</u>	Phase I Annexation Area
<u>Exhibit C</u>	Change of Zone Area
<u>Exhibit D</u>	Comprehensive Plan Amendment Map
<u>Exhibit E</u>	Intersection Improvements
<u>Exhibit F</u>	Impact Fee Area
<u>Exhibit G</u>	Excess ROW

Dated this 20 day of July, 2023 by the City.

“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 20 day of July, 2023, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.



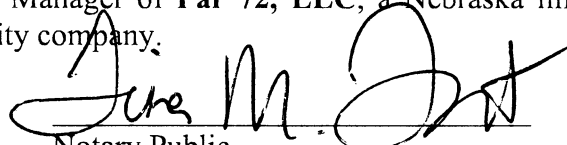
*Brandi Lehl*  
Notary Public

**PAR 72, LLC,**  
a Nebraska limited liability company

By:   
Robert L. Benes, Manager

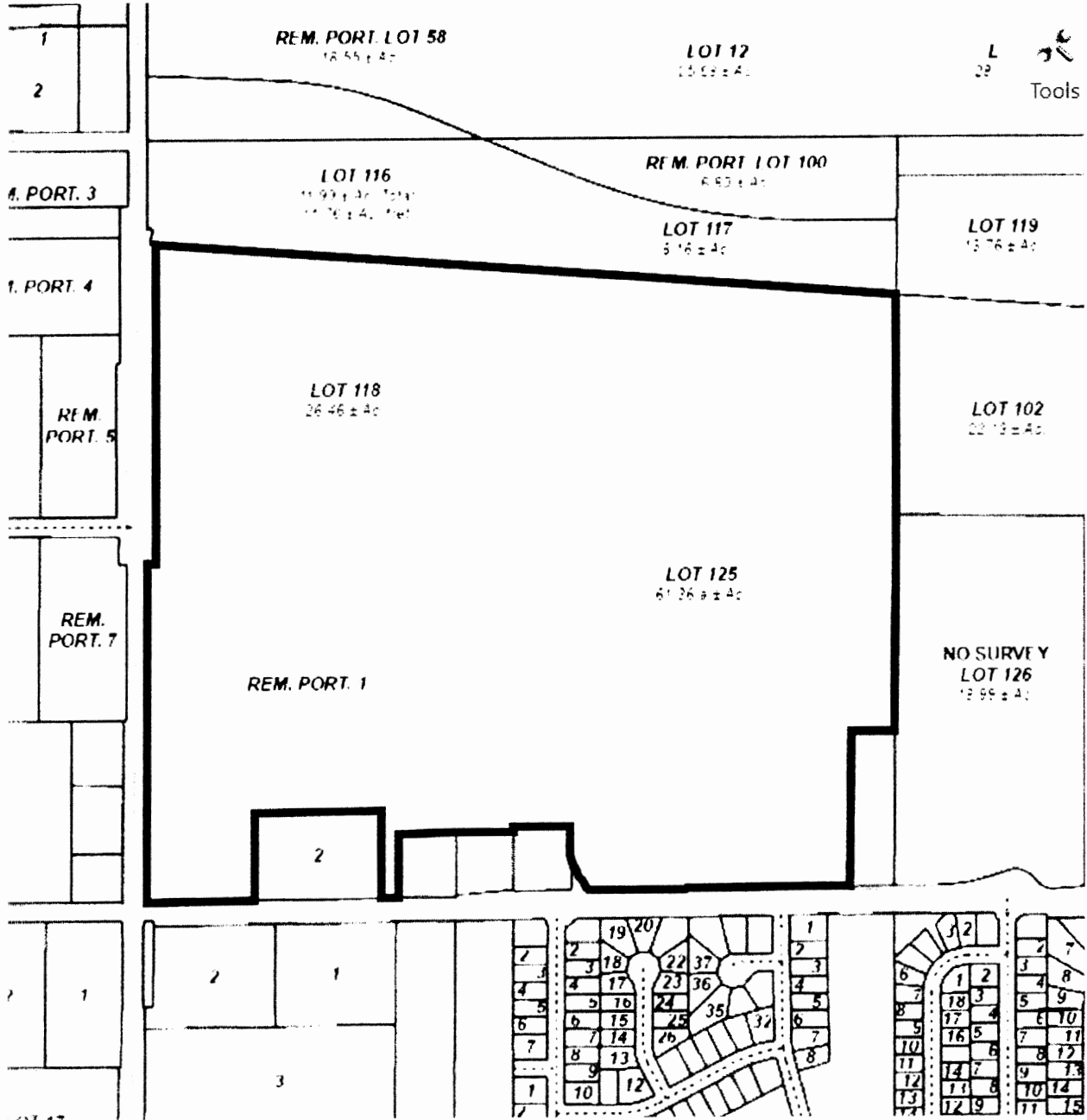
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 6 day of June, 2023, by Robert L. Benes, Manager of **Par 72, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

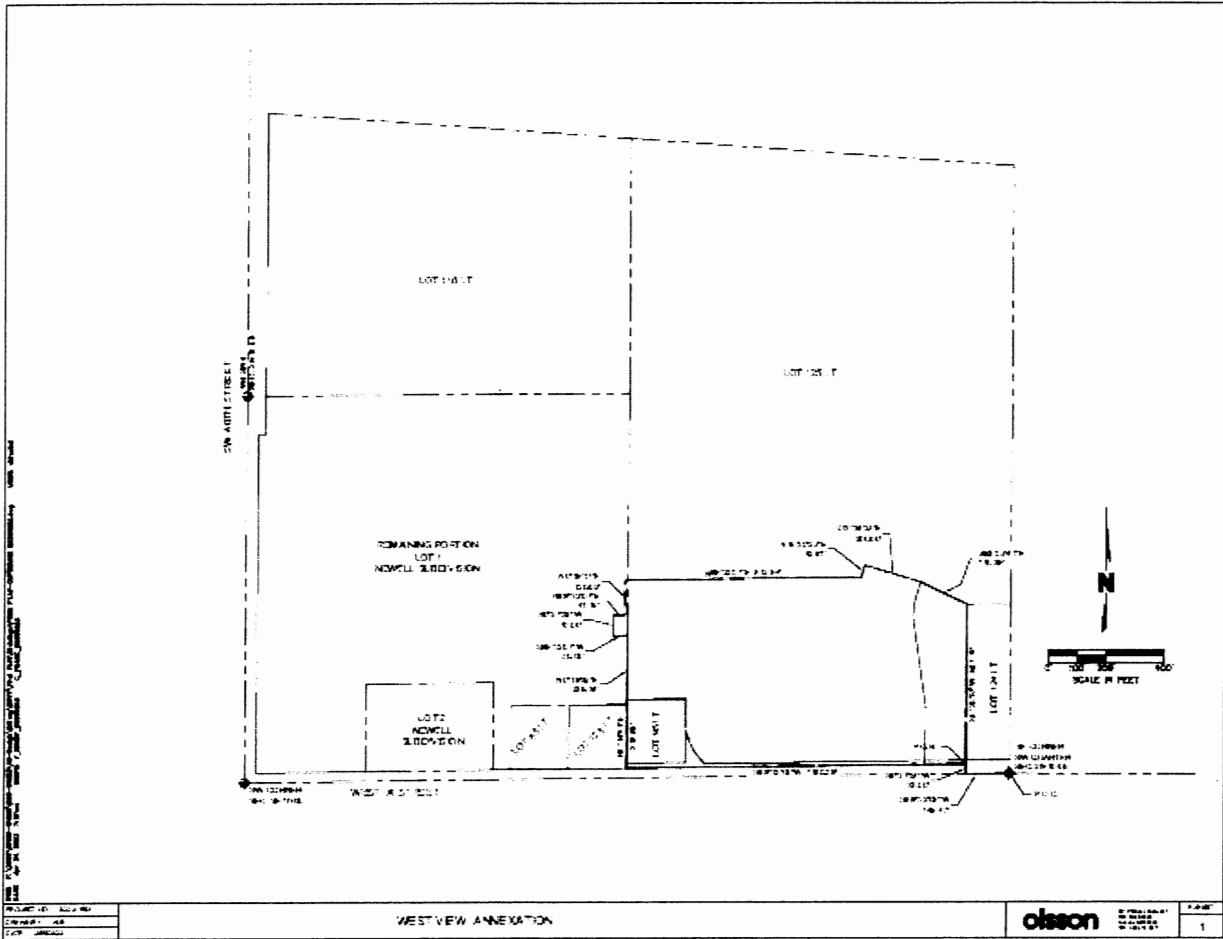
  
Notary Public



**EXHIBIT A  
THE PROPERTY**



## EXHIBIT B PHASE I ANNEXATION AREA



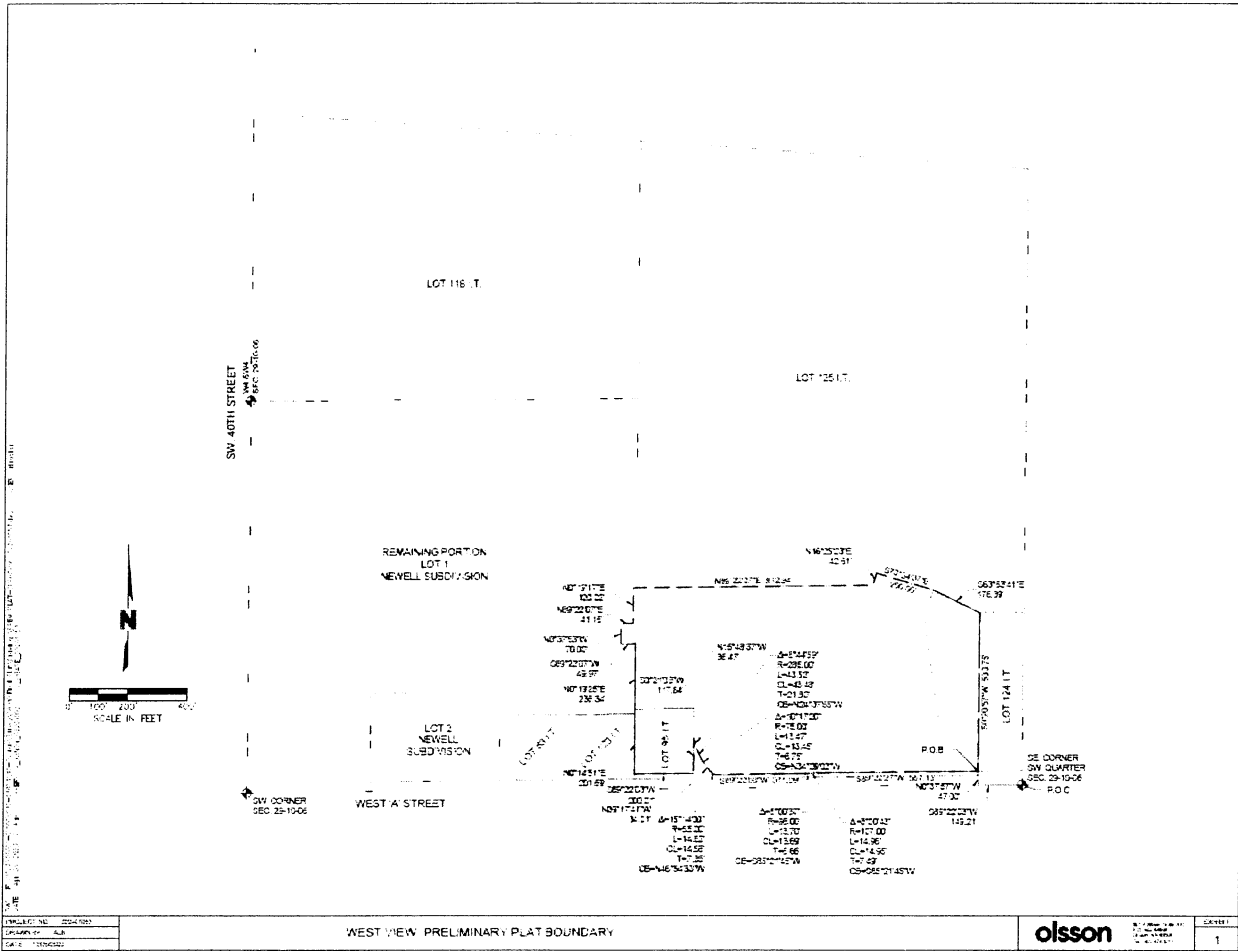
**EXHIBIT B**  
**PHASE I ANNEXATION AREA**

LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF LOT 95 I.T., A PORTION OF LOT 125 I.T., A PORTION OF THE REMAINING PORTION OF LOT 1, NEWELL SUBDIVISION AND A PORTION OF WEST 'A' STREET RIGHT OF WAY ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE, WESTERLY, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°22'03"W, A DISTANCE OF 149.45' TO A POINT; THENCE N00°37'57"W, A DISTANCE OF 33.00' TO THE TRUE POINT OF BEGINNING; THENCE S89°22'03"W, ON A LINE 33.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,165.29' TO A POINT; THENCE N00°14'51"E, ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT 95 I.T., AND ON THE WEST LINE OF SAID LOT 95 I.T., A DISTANCE OF 218.69' TO A POINT; THENCE N00°19'52"E, A DISTANCE OF 236.34' TO A POINT; THENCE S89°22'07"W, A DISTANCE OF 50.00' TO A POINT; THENCE N00°37'53"W, A DISTANCE OF 70.00' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 41.16' TO A POINT; THENCE N00°19'17"E, A DISTANCE OF 120.02' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 812.94' TO A POINT; THENCE N16°25'23"E, A DISTANCE OF 42.61' TO A POINT; THENCE S73°34'37"E, A DISTANCE OF 200.00' TO A POINT; THENCE S63°53'41"E, A DISTANCE OF 176.39' TO A SOUTHEAST CORNER OF SAID LOT 125 I.T., SAID POINT BEING THE NORTHEAST CORNER OF LOT 124 I.T.; THENCE S00°20'57"W, ON AN EAST LINE OF SAID LOT 125 I.T. AND IT EXTENSION, A DISTANCE OF 547.75' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 749,822.06 SQUARE FEET OR 17.21 ACRES, MORE OR LESS.

# EXHIBIT C CHANGE OF ZONE AREA



PROJECT NO. 2024001 DRAWN BY ALB DATE 11/26/24	<b>WEST VIEW PRELIMINARY PLAT BOUNDARY</b>		SHEET <b>1</b>
--	--	--	-------------------

**EXHIBIT C**  
**CHANGE OF ZONE AREA**

LEGAL DESCRIPTION

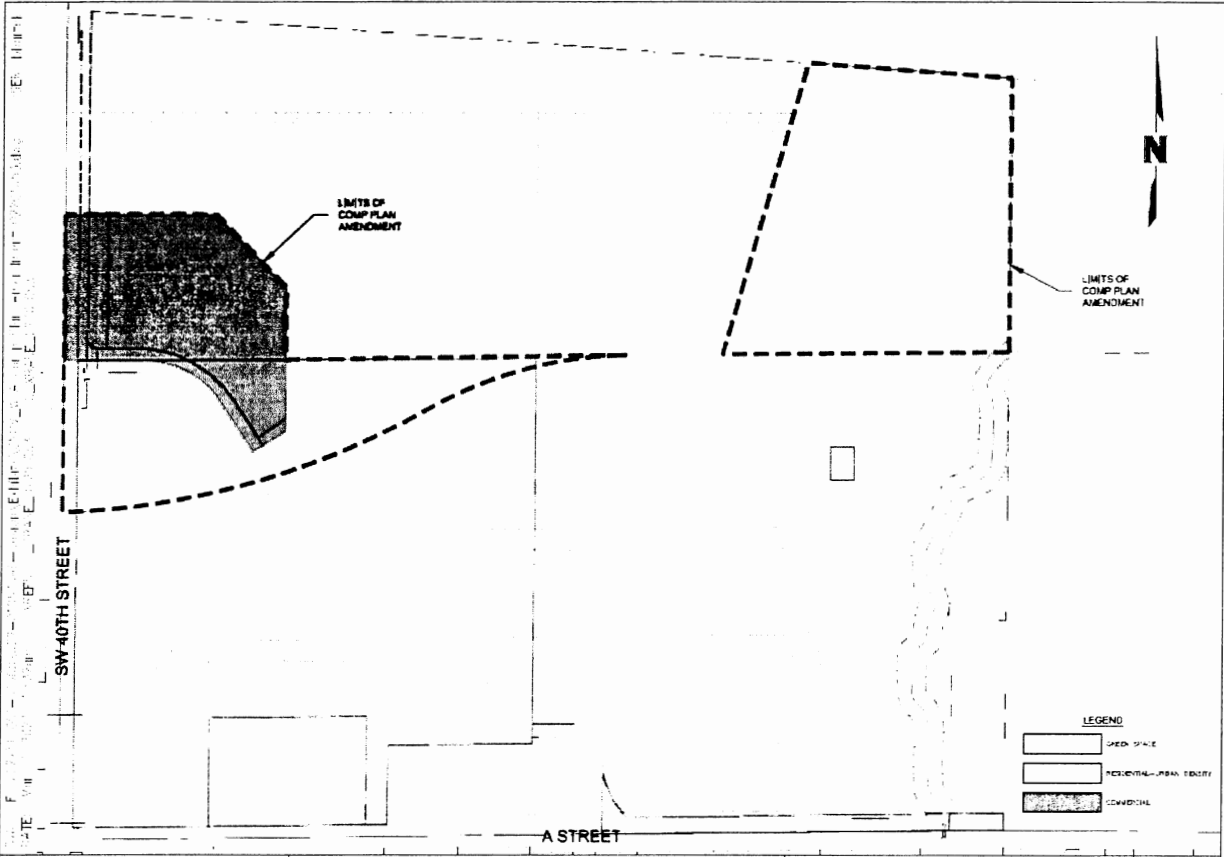
A TRACT OF LAND COMPOSED OF LOT 95 I.T., A PORTION OF LOT 125 I.T., AND A PORTION OF THE REMAINING PORTION OF LOT 1, NEWELL SUBDIVISION, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE, WESTERLY, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°22'03"W, A DISTANCE OF 149.21' TO A POINT; THENCE N00°37'57"W, A DISTANCE OF 47.00' TO A SOUTHEAST CORNER OF LOT 125 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S89°22'27"W, ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH RIGHT OF WAY LINE OF WEST 'A' STREET, A DISTANCE OF 557.13', TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°00'43", A RADIUS OF 107.00', AN ARC LENGTH OF 14.96', ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 14.95', A TANGENT LENGTH OF 7.49', AND A CHORD BEARING OF S85°21'45"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°00'37", A RADIUS OF 98.00', AN ARC LENGTH OF 13.70', ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 13.69', A TANGENT LENGTH OF 6.86', AND A CHORD BEARING OF S85°21'45"W TO A POINT; THENCE S89°22'03"W, ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 311.09' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 15°14'00", A RADIUS OF 55.00', AN ARC LENGTH OF 14.62', ON A SOUTH LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTH LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 14.58', A TANGENT LENGTH OF 7.35', AND A CHORD BEARING OF N46°54'33"W TO A POINT; THENCE N39°17'41"W, ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 34.01' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°17'20", A RADIUS OF 75.00', AN ARC LENGTH OF 13.47', ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 13.45', A TANGENT LENGTH OF 6.75', AND A CHORD BEARING OF N34°09'02"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°44'59", A RADIUS OF



285.00', AN ARC LENGTH OF 43.52', ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A CHORD LENGTH OF 43.48', A TANGENT LENGTH OF 21.80', AND A CHORD BEARING OF N24°37'55"W TO A POINT; THENCE N15°48'37"W, ON A SOUTHWEST LINE OF SAID LOT 125 I.T., SAID LINE BEING A NORTHEAST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 36.47' TO A POINT; THENCE S00°21'03"W, ON THE EAST LINE OF LOT 95 I.T., SAID LINE BEING A WEST LINE OF SAID WEST 'A' STREET RIGHT OF WAY, A DISTANCE OF 117.84' TO A POINT; THENCE S89°22'03"W, ON THE SOUTH LINE OF SAID LOT 95 I.T., SAID LINE BEING A NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 200.01' TO A POINT; THENCE N00°14'51"E, ON THE WEST LINE OF SAID LOT 95 I.T., A DISTANCE OF 201.69' TO A POINT; THENCE N00°19'25"E, A DISTANCE OF 236.34' TO A POINT; THENCE S89°22'07"W, A DISTANCE OF 49.97' TO A POINT; THENCE N00°37'53"W, A DISTANCE OF 70.00' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 41.16' TO A POINT; THENCE N00°19'17"E, A DISTANCE OF 120.02' TO A POINT; THENCE N89°22'07"E, A DISTANCE OF 812.94' TO A POINT; THENCE N16°25'23"E, A DISTANCE OF 42.61' TO A POINT; THENCE S73°34'37"E, A DISTANCE OF 200.00' TO A POINT; THENCE S63°53'41"E, A DISTANCE OF 176.39' TO A TO A SOUTHEAST CORNER OF SAID LOT 125 I.T., SAID POINT BEING THE NORTHEAST CORNER OF LOT 124 I.T.; THENCE S00°20'57"W, ON AN EAST LINE OF SAID LOT 125 I.T., A DISTANCE OF 533.75' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 730,497.71 SQUARE FEET OR 16.77 ACRES, MORE OR LESS.

**EXHIBIT D**  
**COMPREHENSIVE PLAN AMENDMENT**  
**FUTURE LAND USE PLAN**



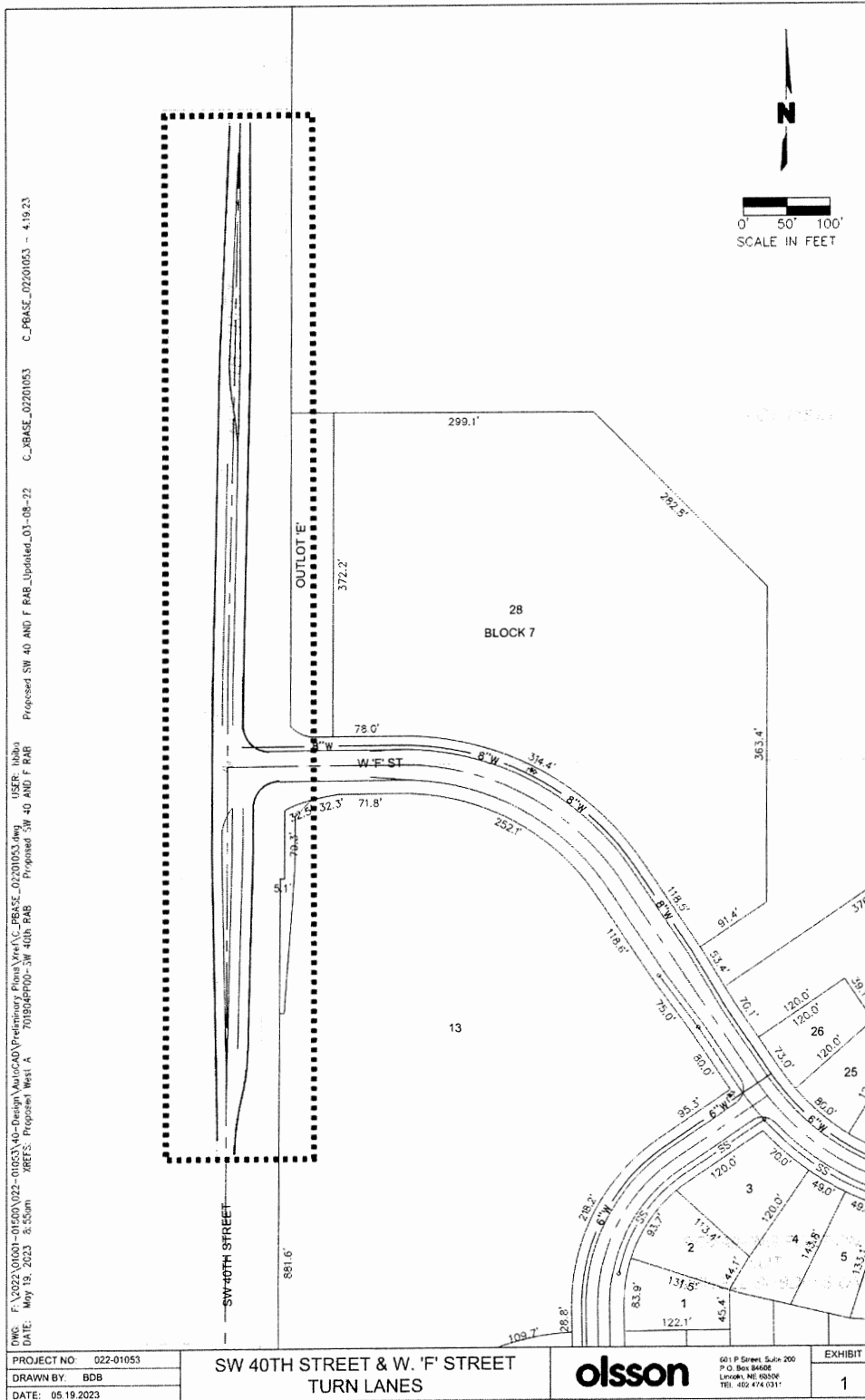
PROJECT NO: 022-01053  
 DRAWN BY: BPB  
 DATE: 3.17.23

WEST VIEW - COMP PLAN AMENDMENT TO  
 FIGURE GF.b: 2050 FUTURE LAND USE PLAN

**olsson**  
 6437 W Chandler Blvd  
 Chandler, AZ 85226  
 TEL 480.426.8000  
 www.olsson.com

EXHIBIT  
 1

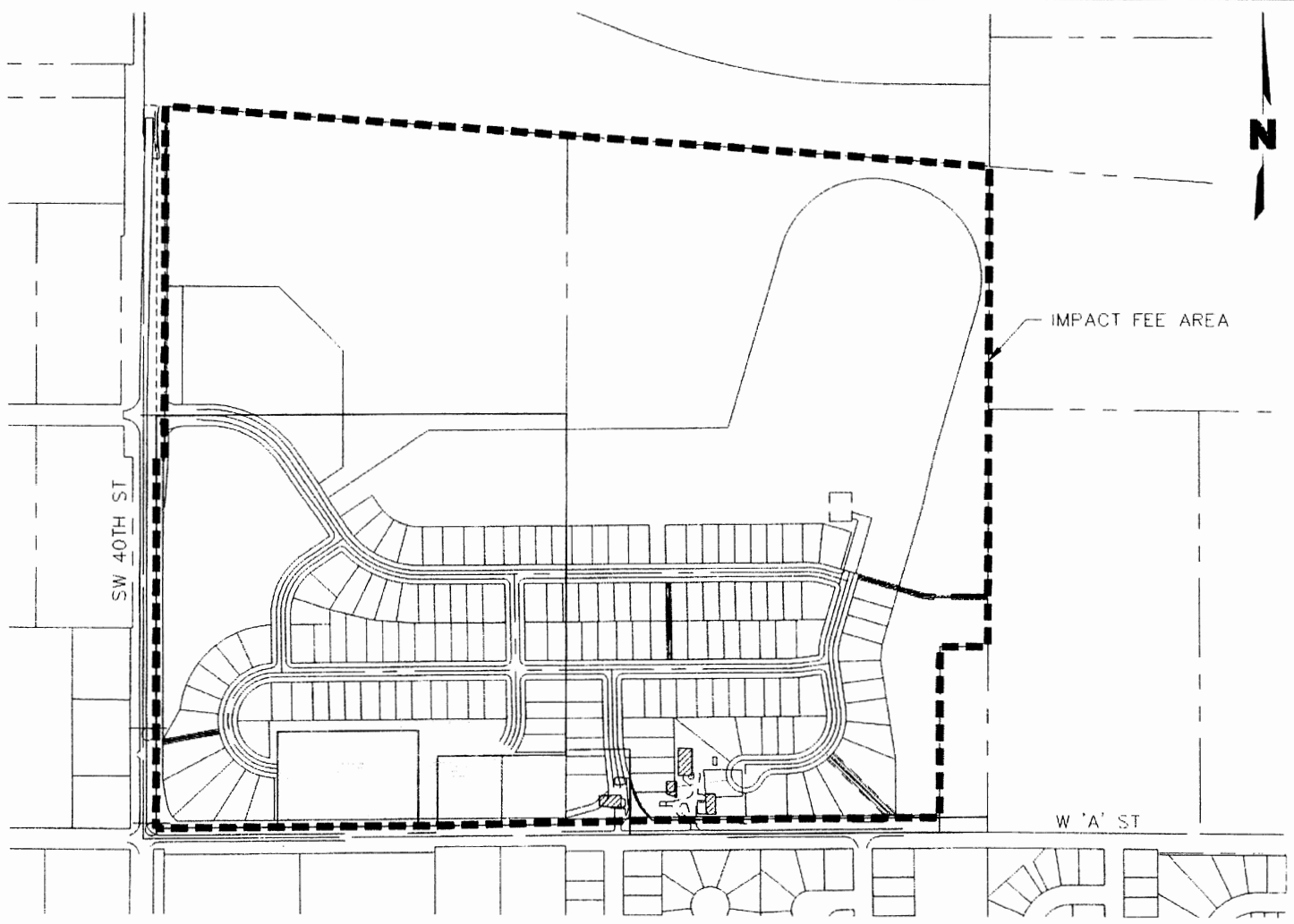
# EXHIBIT E INTERSECTION IMPROVEMENTS



PWC: F:\2022\01001-01053\022-01053\0-Design\AutoCAD\Pre\Initial\Plan\VC\_PBASE\_02201053.dwg USER: jbbbs  
 DATE: May 19, 2023 8:35am REF: 701544P100-3W 40th FAB Proposed SW 40 AND F FAB  
 C:\BASE\_02201053 C:\BASE\_02201053 C:\BASE\_02201053 C:\BASE\_02201053  
 Processed SW 40 AND F FAB\_Updated\_01-08-22

**EXHIBIT F**  
**IMPACT FEE AREA**

DWG: F:\2022\01001-01500\022-01053\40-Design\Exhibits\GNCV\_W\_A\_Impact Fee Area Map\_02201053.dwg USER: epoitler  
 DATE: May 16, 2023 12:17pm XREFS: C:\BASE\_02201053 C\_PBASE\_02201053 C\_PBASE\_Townhomes\_02201053



PROJECT NO:	022-01053
DRAWN BY:	KRT
DATE:	5/16/2023

**WEST VIEW IMPACT FEE AREA MAP**

**olsson**  
 601 P Street, Suite 200  
 P.O. Box 84608  
 Lincoln, NE 68508  
 TEL: 402.474.6311

EXHIBIT
<b>F</b>

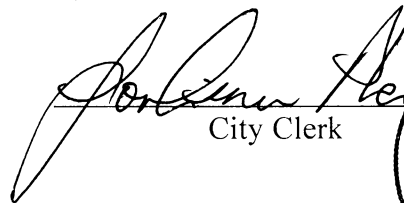


# CERTIFICATE

STATE OF NEBRASKA            )  
  )  
COUNTY OF LANCASTER       ) ss:  
  )  
CITY OF LINCOLN                )

I, Soulinnee Phan, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the Approving the Conditional Annexation and Change of Zone Agreement between the City and PAR 72, LLC, for the property generally located at the northeast corner of SW 40th Street and W. A Street, as approved by Resolution A-94044 by the Lincoln City Council on July 10, 2023, as the original appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, on the 28 day of July, 2023.

  
City Clerk

