

JAN 7 4 17 PM '97

INST. NO 97 156

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CODE
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~~RECORDED~~

T-34416
T-34213 (1)

95R-191

Introduce: 7-17-95

RESOLUTION NO. A- 76881

1 WHEREAS, the City Council and various Property Owners in the area
2 of 27th and Pine Lake Road (South Ridge) have previously entered into an
3 agreement entitled "Conditional Annexation and Zoning Agreement for South
4 Ridge" relating to the installation of appropriate municipal infrastructure to
5 serve the annexed South Ridge area and to allocate the cost responsibilities
6 related thereto; and

7 WHEREAS, the City and Property Owners find it necessary and
8 desirable to revise the provision of said Agreement regarding the installation
9 and payment of certain water mains, to provide for additional paving in 27th
10 and Pine Lake Road and to allocate the cost responsibilities therefor, and to
11 allocate commercial square footage and trip generation capabilities to the
12 four corners of 27th and Pine Lake Road.

13 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
14 Lincoln, Nebraska:

15 That the "First Amendment of the Conditional Annexation and Zoning
16 Agreement for South Ridge" a copy of which is attached hereto, marked as
17 Attachment "A" and made a part hereof by reference is hereby accepted and
18 approved and the Mayor is authorized to execute said Amendment on behalf of
19 the City.

20 The City Clerk is directed to transmit one executed copy of the
21 Amendment to the Director of Public Works and one to the City Attorney for
22 delivery to the attorney for the Property Owners.

Introduced by:

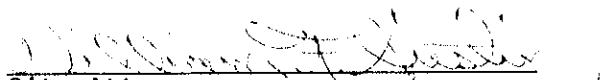
Alace L. Young

AYES: Donaldson, Haar, Johnson,
Seng, Shoecraft, Wilson, Young;
NAYS: None.

578 BC

95R-191

Approved as to Form and Legality:


City Attorney

Staff Review Completed:


Administrative Assistant

07-24-95 Council Proceedings:

WILSON Moved to Delay Action on Bill 95R-191 for One Week.

Seconded by Young and carried by the following vote:

AYES: Donaldson, Johnson, Seng, Shoecraft, Wilson, Young;

NAYS: None; ABSENT: Haar.

APPROVED

AUG 4 1995


MAYOR

ADOPTED

JUL 31 1995

By City Council

FIRST AMENDMENT OF THE
CONDITIONAL
ANNEXATION AND ZONING AGREEMENT
FOR SOUTH RIDGE

This First Amendment of the Conditional Annexation and Zoning Agreement for South Ridge ("Agreement") is made and entered into as of this 17TH day of ~~June~~^{AUGUST}, 1995, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and Ridge Development Limited Partnership, a Nebraska limited partnership ("Ridge"), Lincoln Memorial Park Cemetery Association, a Nebraska corporation ("Lincoln Memorial"), Zermatt Equity Corporation, a Nebraska corporation ("Zermatt"), R. C. Krueger Development Company, Inc., a Nebraska corporation ("Krueger"), and Housing Authority of the City of Lincoln, Nebraska, a public housing authority (successor in interest to Robert A. Witt and Paul K. Witt and referred to herein as "LHA"). Ridge, Lincoln Memorial, Zermatt, Krueger and LHA are all hereinafter collectively referred to as "Property Owners."

RECITALS:

WHEREAS, the City, Ridge, Lincoln Memorial, Zermatt, Krueger, and Robert A. Witt and Paul K. Witt (predecessors to LHA) entered into the Conditional Annexation and Zoning Agreement for South Ridge, dated February 14, 1994 ("Original Agreement"); and

WHEREAS, the parties have found it necessary to amend and modify portions of Section II of the Original Agreement to state their new agreements regarding various infrastructure improvements.

NOW, THEREFORE, in consideration of the mutual promises of and benefits to the parties, the parties hereby agree to amend and modify the Original Agreement as follows:

1. Section II(b) of the Original Agreement is supplemented by adding the following additional paragraph:

3.A. The City shall propose to the City Council the creation of a water district to accomplish the construction of the water main described in (b)1B. The Property Owners shall not object to the City's levying of assessments against the property which is included within the district for the costs of construction of the water main that are equivalent to the cost of construction of a six inch water main, and shall pay all assessments so levied as they become due and payable.

The Property Owners agree to contribute directly to the City the additional non-assessable costs of the water district attributable to the construction of a water main larger than six inches ("non-assessable water main"). The Property Owners have previously provided bonds, escrows, or other security agreements ("water main security"), in the amount of \$60,000.00 to insure construction of the water main described in (b)1B to the City. At such time as the City Council sits as a board of equalization to equalize the assessment for the construction of the water district which includes the water main described in (b)1B, the City shall determine what portion of the contract is attributable to the non-assessable water main. The City shall notify the Property Owners in writing of the costs attributable to the non-assessable water main, and the Property Owners shall, within 30 days after receipt of such notice, deliver certified or cashier's checks to the City equal to such amount. If the Property Owners do not pay the City within such 30 day period, the City may apply the water main security to such costs. Upon payment by the Property Owners, the City shall release \$60,000.00 of the water main security previously provided to the City to insure construction of the water main described in (b)1B.

In the event that the City Council does not create such water district or in the event such district is not ordered constructed in a timely manner, the Property Owners shall, at their own cost and expense, construct or

cause to be constructed such water main under the authority of an executive order issued by the Mayor of the City of Lincoln. Furthermore, in the event that any assessment levied against benefitted properties for such water district, if created, are challenged and are for any reason declared to be void, illegal, in excess of benefits, or otherwise unenforceable, then the Property Owners jointly and severally agree to pay to the City, in full, an amount equal to the amount of the assessment so declared to be void, illegal, in excess of benefits, or otherwise unenforceable.

2. Paragraph II(b)4 of the Original Agreement is amended to read as follows:

4. Responsibility for Completion of Work. The Property Owners shall construct or cause to be constructed the water main described in (b)1A above under the authority of an executive order issued by the Mayor of the City of Lincoln. The Property Owners agree to use their best efforts to complete the above-described water main by no later than October, 1995. If a water district is not created pursuant to 3.A., the main described in (b)1B will also be subject to this section. The City will cause the water mains described in (b)1C and (b)1D above to be constructed as City projects and will be responsible for design, bidding, and construction oversight of said projects. The City agrees to use its best efforts to complete the above-described water main described in (b)1C by no later than June, 1996. The City agrees to use its best efforts to complete the above-described water main described in (b)1D by no later than August, 1998.

3. Paragraph B of II(c)1 of the Original Agreement is amended to read as follows:

B. In addition to the 100 foot right-of-way dedication for relocated Pine Lake Road, the Property Owners shall also dedicate the additional

right-of-way as shown on Attachment "O", along both sides of Pine Lake Road, east of 27th Street, along the east side of 27th Street south of Pine Lake Road, and along the east and west sides of 27th Street north of Pine Lake Road, generally providing a 60-foot right-of-way measured from the centerline at those locations.

The property owners shall also, at no cost to the City, grant such temporary construction easements as may be necessary to properly complete the grading and paving as contemplated under Section II(c)1 of this Agreement.

Furthermore, the Property Owners agree that additional dedications of right-of-way for Pine Lake Road and South 27th Street adjacent to the properties which are the subject of this Agreement may be required by the City in conjunction with the granting of use permits for said properties; it being understood and agreed that the City may consider the property which is the subject of this Agreement as a unified development and shall not be required to justify individual dedication in relation to specific uses being proposed upon individual parcels. The City agrees that the dedication of right-of-way by the Property Owners, as shown on Attachment "O", shall be considered in any future request by the abutting Property Owners in seeking a corresponding waiver of the front yard setback requirement. This provision shall survive termination as contemplated in Article XIV.

No building permit shall be issued for any use upon the property to be zoned H-4 as identified in Attachment "J" until a traffic impact study has been completed at the cost of Krueger and approved by the City's Transportation Department; provided that building permits may be issued for temporary building(s) for construction purposes before the traffic impact study has been completed and approved. Krueger agrees to fund all road improvements or portions thereof identified in such study as reasonably necessary because of

the building permit activity at Krueger's own cost and expense; provided, however, if Krueger and the City's Transportation Department disagree as to which improvements are reasonably necessary, Krueger may request the City Council of the City to review and determine which improvements are reasonably necessary.

4. That paragraph C of Section II(c)1 of the Original Agreement be amended to read as follows:

C. The relocated Pine Lake Road from 14th Street to approximately 32nd Street, the required extension of South 27th Street south to connect to relocated Pine Lake Road, including the existing asphalt section of South 27th Street north of existing Pine Lake Road which is currently paved to rural standards, and South 27th Street from the south right-of-way line of Pine Lake Road to the southern boundary of Lot 40 I.T. in the Northeast Quarter of Section 24, Township 9, Range 6, shall be graded to urban standards for a five-lane cross section. All of such grading shall be completed by the property owners at their own cost and expense except that the City agrees to grade, as part of the proposed paving district, that portion of Pine Lake Road upon which there is existing paving and which will be repaved under this Agreement, and South 27th Street north and south of the intersection with Pine Lake Road. Any non-assessable costs of the grading will be paid by the Property Owners as hereinafter provided. The Property Owners agree to complete the gradings of the above described streets for which they are responsible by no later than September 1, 1995.

Pine Lake Road from the west boundary of the annexed properties to approximately 32nd Street, the extension of South 27th Street north of the intersection of Pine Lake Road, and South 27th Street south of the intersection of Pine Lake Road to the southern boundary of Lot 40 I.T. in the Northeast Quarter of Section 24, Township 9, Range 6, shall be designed in accordance with

the plans which are attached hereto marked as Attachment "R" and made a part hereof by reference. The City and the Property Owners agree that the design of 27th Street and Pine Lake Road and the intersection of those two streets, as shown on Attachment "R", will accommodate 7,210 "net" vehicular trips (which number reflects a 15% mixed use reduction factor) generated by the 1,361,405 square feet of commercial floor allocated among the four corner properties as follows:

Intersection of 27th Street and Pine Lake Road	Commercial Sq. Ft.	P.M. Peak Hour Gross Vehicle Trips
Northwest Corner B-2 Zoning O-3 Zoning Total	196,000	1,215
Northeast Corner B-5 Zoning O-3 Zoning Total	800,000	5,245
Southwest Corner R-T Zoning Total	50,000	120
Southeast Corner H-4 Zoning O-3 Zoning Total	315,405	1,900
TOTAL	1,361,405	8,480 (7,210 "net")

provided, however, in the event that the east 845 feet (more or less) of Lot 40 I.T. in the Northeast Quarter of Section 24, Township 9, Range 6 is rezoned by the City from R-3 Residential and R-T Residential Transition to B-2 Planned Neighborhood Business District, the City and Property Owners agree that the

design of South 27th Street and Pine Lake Road and the intersection of those two streets, as shown on Attachment "B", will also accommodate 7,870 "net" vehicular trips (which number reflects a 15% mixed use reduction factor) generated by the 1,361,405 square feet of commercial floor area allocated among the four corner properties as follows:

Intersection of 27th Street and Pine Lake Road	Commercial Sq. Ft.	P.M. Peak Hour Gross Vehicle Trips
Northwest Corner B-2 Zoning O-3 Zoning Total	196,000	1,215
Northeast Corner B-5 Zoning O-3 Zoning Total	717,000	4,700
Southwest Corner. B-2 Zoning (Proposed) Total	133,000	1,440
Southeast Corner H-4 Zoning O-3 Zoning Total	315,405	1,900
TOTAL	1,361,405	9,255 (7,870 "net")

The City agrees to use its best efforts to complete, by no later than July 31, 1996, the first phase of the paving of Pine Lake Road from the west boundary of the annexed properties to approximately 32nd Street and South 27th Street north and south of the intersection, which first phase of paving is shaded on Attachment "R".

The parties recognize the City may require additional grading and paving to be completed on South 27th Street and/or Pine Lake Road in conjunction with the granting of use permits, special permits, and subdivision plats (individually and collectively "Governmental Action") for the commercially zoned property on each corner of the intersection of South 27th Street and Pine Lake Road that is subject to this Agreement; provided that, the City shall not require any additional grading or paving at the intersection of South 27th Street and Pine Lake Road that is not already shown on Attachment "R" as present or future improvements in conjunction with the granting of a Property Owner's Governmental Action on any corner of the intersection unless: (1) the number of P.M. peak hour trips generated by the uses requested in the particular Property Owner's Governmental Action exceeds the total number of P.M. peak hour trips shown for the corner on the charts above; or (2) the number of square feet of commercial floor requested in the particular Property Owner's Governmental Action exceeds the number of square feet of commercial area allocated to the corner as shown on the charts above. The parties agree if any Property Owner submits a request for Governmental Action on a corner of the intersection that, based upon the City's standards, would require additional grading and paving on South 27th Street and/or Pine Lake Road that is not included in the design shown on Attachment "R", then the Property Owner submitting such request for Governmental Action shall be responsible for the costs to redesign the intersection of South 27th Street and Pine Lake Road to accommodate the additional grading and paving, as well as the costs of the additional grading and paving. In the event a Property Owner submits and the City approves a Governmental Action on a corner of the intersection whose uses generate a greater number of P.M. trips than the corner is allocated on the charts above or the commercial square feet requested exceeds that allocated to the corner on the

charts above, and the City determines no grading or paving in addition to that already included in the design shown on Attachment "R" is required, then the charts above shall automatically be amended to show the new number of P.M. trips and/or commercial square feet allowed on the corner under the Governmental Action.

Notwithstanding the above, in the event that the site plan for the proposed B-2 area (the east 845 feet of Lot 40 I.T., in the Northeast Quarter, Section 24, Township 9 North, Range 6,) has its primary entrance oriented to Pine Lake Road instead of 27th Street, then the City reserves the right, as part of the use permit approval process, to require additional roadway improvements in Pine Lake Road.

5. Paragraph A of Section II(c)2 of the Original Agreement is amended to read as follows:

A. The City shall propose to the City Council the creation of a paving district or districts to accomplish the urban standard paving described in (c)1C. Upon creation of such paving district(s), the Property Owners must provide petitions sufficient to order construction of the paving district(s) and, in particular, must obtain a formal paving petition requesting such paving from Lancaster County School District 001 a/k/a Lincoln Public Schools for their frontage within the proposed district. The City shall specially assess the benefitted properties within the district for the cost of paving up to two thru lanes and one left turn and one right turn lane on each corner of the intersection of 27th and Pine Lake Road, it being understood and agreed that the turn lanes constitute special benefits required primarily because of the commercial zoning on the four corners of the intersection. The Property Owners shall not object to the City's levying of assessments against their properties within the district or districts for the cost of construction of the

district or districts, and shall pay all assessments so levied as they become due and payable. In accordance with the provisions of Neb. Rev. Stat. § 71-1510 (Reissue 1990), LHA specifically agrees to make payments in lieu of the special assessments which would otherwise be levied against their property at the same time as such special assessments would otherwise be due and in the same amounts (including interest) as would otherwise be payable under the proposed paving district.

The Property Owners agree to contribute directly to the City the nonassessable costs of the street improvements shown on Attachment "R". At the time the paving district(s) for the roadways described in (c)1C are created, the Property Owners shall contribute \$509,100 to the City in cash, bonds, escrows, or other security agreements acceptable to the City ("Paving Security"), which amount represents an estimate of the nonassessable costs of the additional two thru lanes on South 27th Street and Pine Lake Road ("Nonassessable Thru Lanes") and which funds shall be used solely to provide security for the cost of the Nonassessable Thru Lanes.

At the time the City Council sits as a Board of Equalization to equalize the assessment for the construction of the paving districts, the City shall determine the percentage of the paving and grading cost which is attributable to the Nonassessable Thru Lanes. The City shall notify the Property Owners in writing of the portion of the contract attributable to the Nonassessable Thru Lanes. Within 30 days after receipt of such notice, the Property Owners shall deliver certified or cashiers checks to the City for the cost of the Nonassessable Thru Lanes. If the Property Owners fail to deliver such certified or cashiers checks within such 30 day period, the City may apply the Paving Security to such costs. Upon receipt of certified or cashiers checks

totaling the actual cost of the Nonassessable Thru Lanes, the City shall release the Paving Security.

In the event that the City Council does not create such special assessment district(s) or in the event such district(s) is not ordered constructed in a timely manner, the Property Owners shall, at their own cost and expense, construct or cause to be constructed such paving and grading under the authority of an executive order issued by the Mayor of the City of Lincoln. Furthermore, in the event that any assessments levied against benefitted properties for such paving district, if created, are challenged and are for any reason declared to be void, illegal, in excess of benefits, or otherwise unenforceable, then the Property Owners, jointly and severally, agree to pay to the City, in full, an amount equal to the amount of the assessment so declared to be void, illegal, in excess of benefits, or otherwise unenforceable.

Section 5. That except as specifically amended herein, all other terms and conditions of the "Conditional Annexation and Zoning Agreement for South Ridge" dated February 14, 1994 shall remain in full force and effect.

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

ATTEST:



City Clerk

THE CITY OF LINCOLN, NEBRASKA
A Municipal Corporation

By: 

Mike Johanns, Mayor

RIDGE DEVELOPMENT LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Thomas E. White
Thomas E. White, General Partner

By: John C. Brager
John C. Brager, General Partner

LINCOLN MEMORIAL PARK CEMETERY
ASSOCIATION, a Nebraska corporation

By: Frank Karnes, Jr.
Frank Karnes, Jr.,
Chairman of the Board

ZERMATT EQUITY CORPORATION,
a Nebraska corporation

By: Gregory E. Sutton
Gregory E. Sutton, President

R. C. KRUEGER DEVELOPMENT COMPANY,
INC., a Nebraska corporation

By: Richard C. Krueger
Richard C. Krueger, President

HOUSING AUTHORITY OF THE CITY OF
LINCOLN, NEBRASKA, a public housing
authority

By: Larry G. Pozratz
Larry G. Pozratz, Executive Director

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

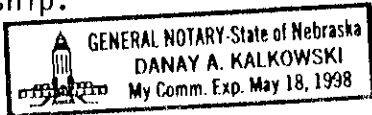
The foregoing instrument was acknowledged before me this 4th day of August, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska on behalf of the City of Lincoln, Nebraska.



Joan E. Ross
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

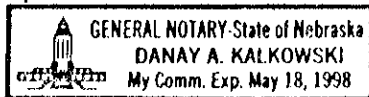
The foregoing instrument was acknowledged before me this 24th day of July, 1995, by Thomas E. White, General Partner of Ridge Development Limited Partnership, a Nebraska limited partnership, on behalf of said partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

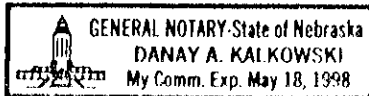
The foregoing instrument was acknowledged before me this 24th day of July, 1995, by John C. Brager, General Partner of Ridge Development Limited Partnership, a Nebraska limited partnership, on behalf of said partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 24th day of July, 1995, by Frank Karnes, Jr., Chairman of the Board President of The Lincoln Memorial Park Cemetery Association, a Nebraska corporation, on behalf of the association.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

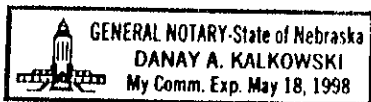
The foregoing instrument was acknowledged before me this 21st day of July, 1995, by Gregory E. Sutton, President of Zermatt Equity Corporation, a Nebraska corporation, on behalf of the corporation.



Kent Seacrest
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

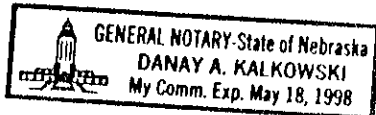
The foregoing instrument was acknowledged before me this 24th day of July, 1995, by Richard C. Krueger, President of R. C. Krueger Development Company, Inc. a Nebraska corporation, on behalf of the corporation.



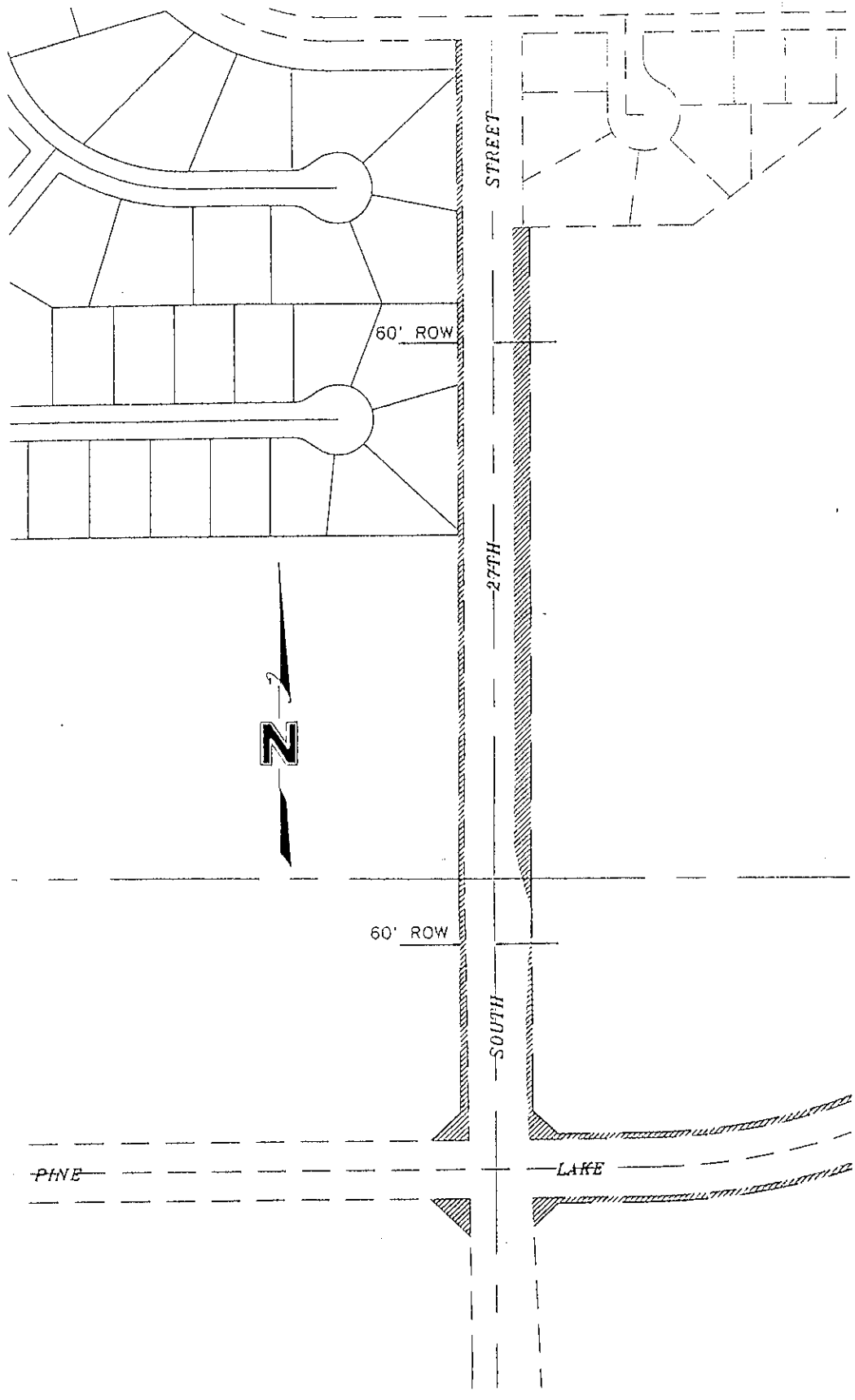
Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

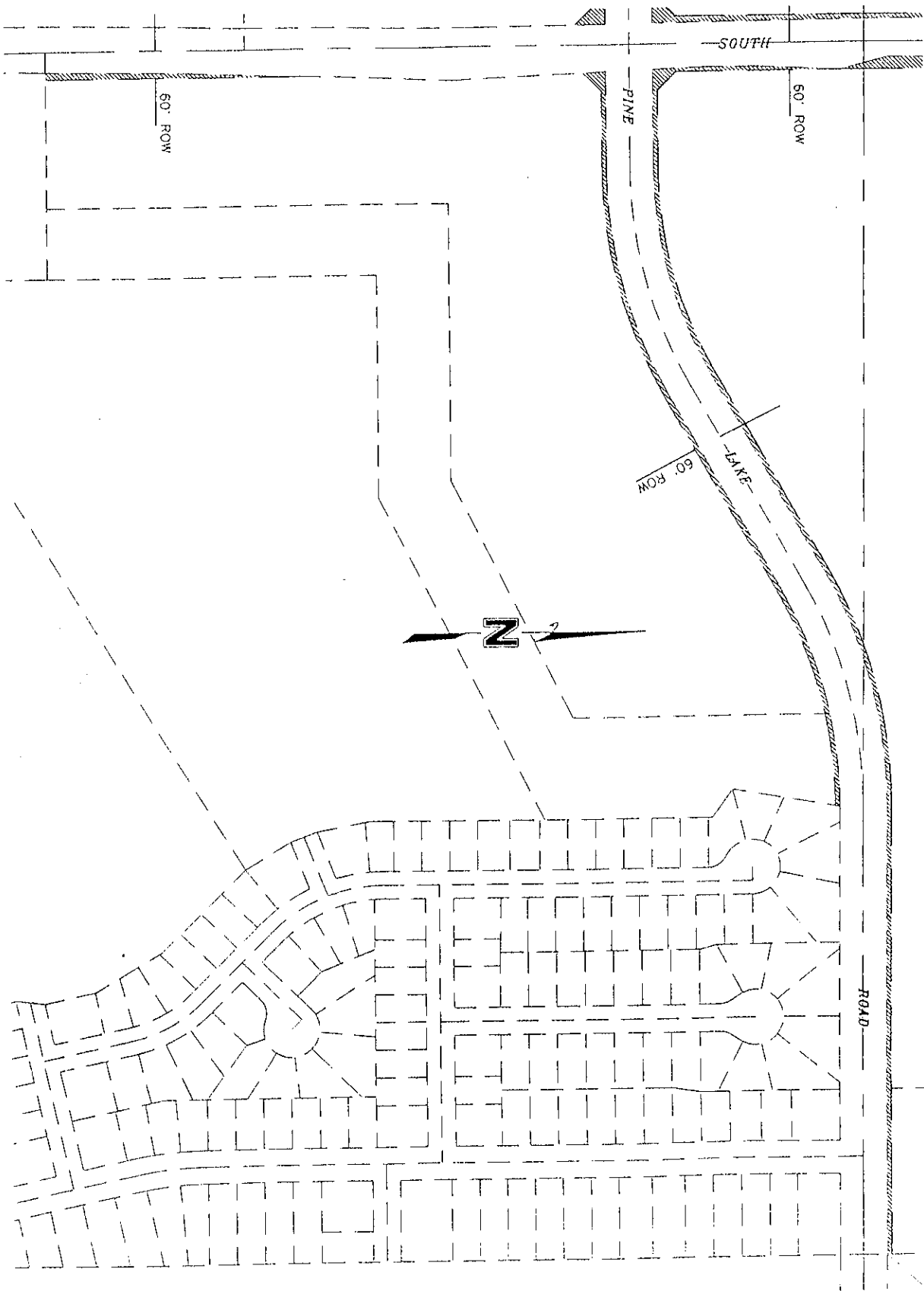
The foregoing instrument was acknowledged before me this 24th day of July, 1995, by Larry G. Potratz, Executive Director of the Housing Authority of the City of Lincoln, Nebraska, a public housing authority, on behalf of the housing authority.



Danay A. Kalkowski
Notary Public



Attachment "O"



SOUTH

27TH

STREET

60' ROW

60' ROW

PINE

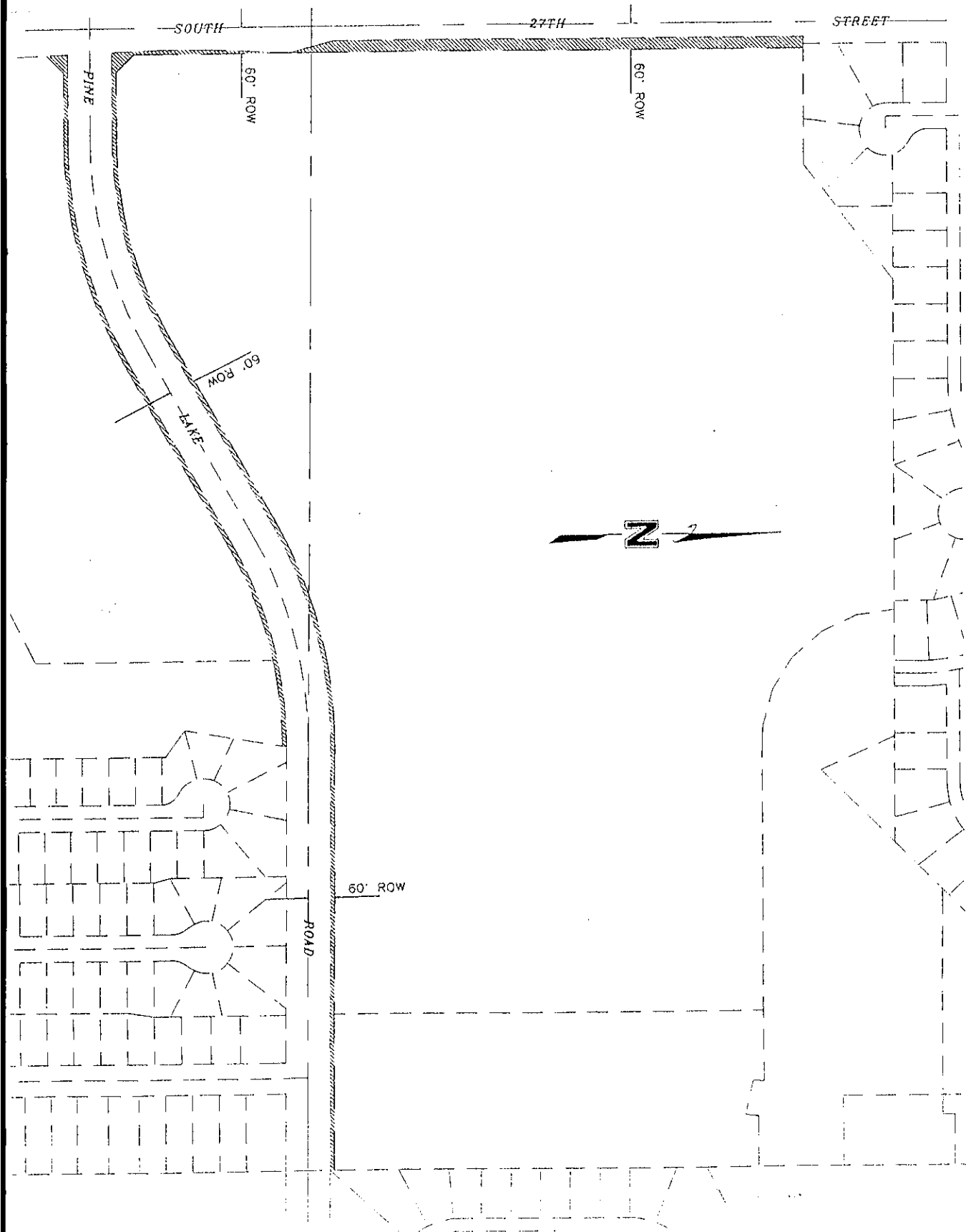
60' ROW

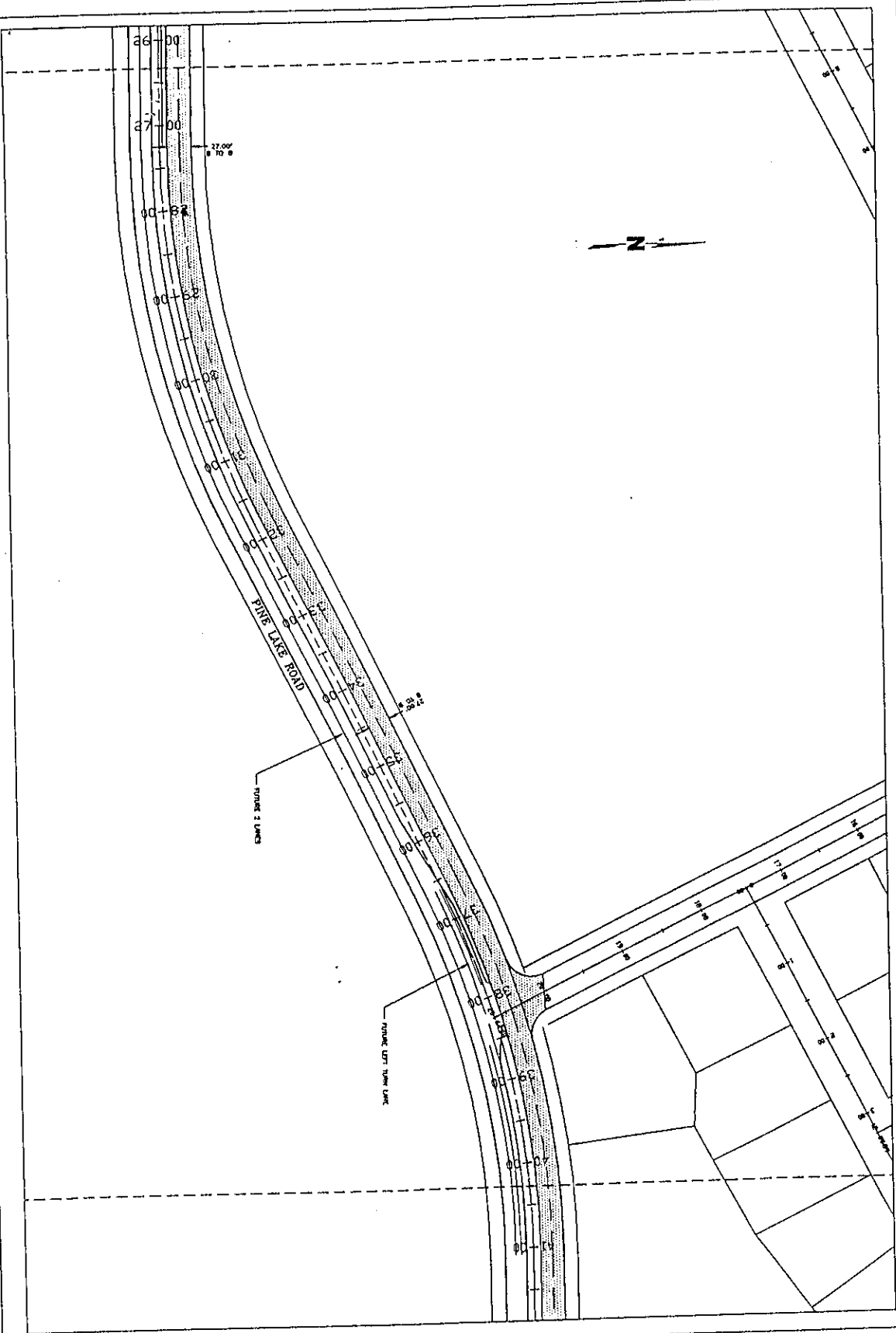
LAKE

N

60' ROW

ROAD





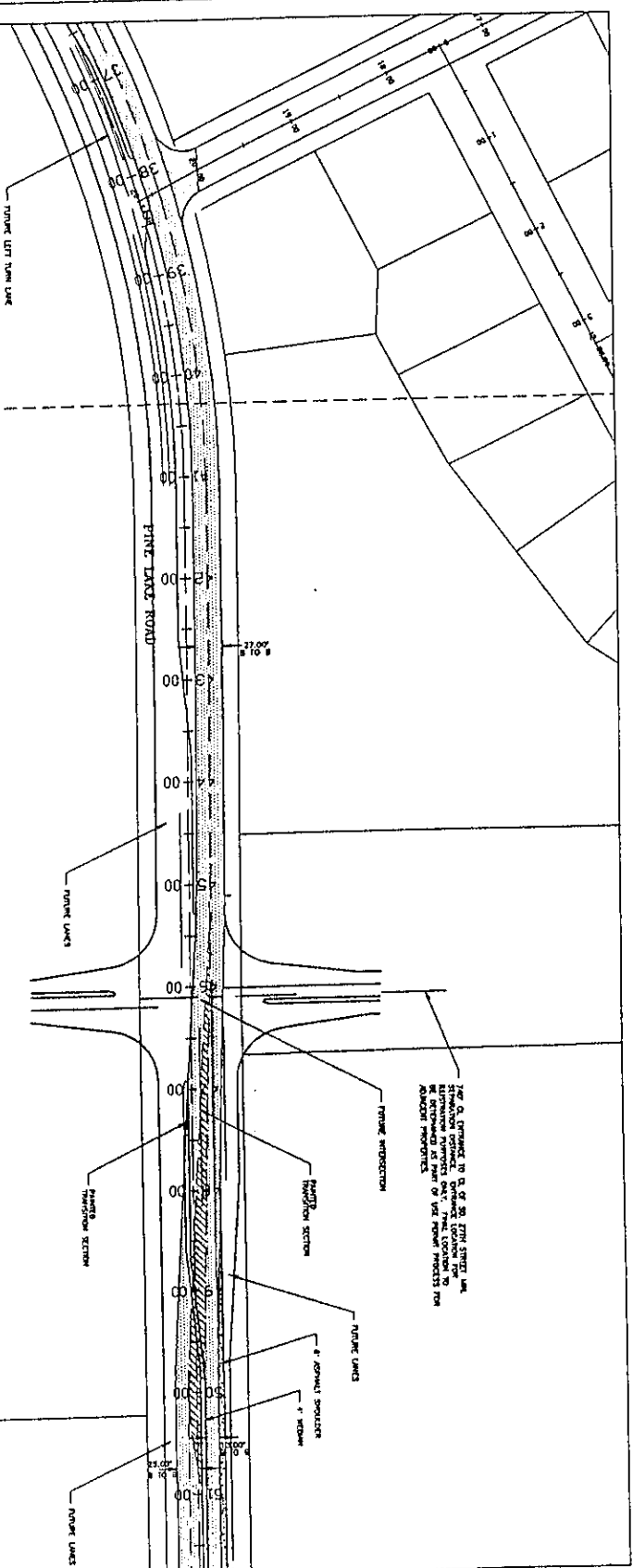
ENGINEERS
 JOHN GILL, INC. CONSULTANTS
 LINCOLN, NE 68504
 402-477-1222

PINE LAKE ROAD

PAVING GEOMETRICS

LINCOLN NEBRASKA 1995

Drawn by: JGP
 Checked by: JGP
 Approved by: JGP
 Date: 11/15/95
 Project: Pine Lake Road



NO. 12, DISTRICT 12, 1/2 OF 20, 21ST STREET, 1/2
 SECTION 16, T12N, R12E, S12E, 1/2
 SECTION 16, T12N, R12E, S12E, 1/2
 SECTION 16, T12N, R12E, S12E, 1/2
 SECTION 16, T12N, R12E, S12E, 1/2



OLSSON
 ASSOCIATES

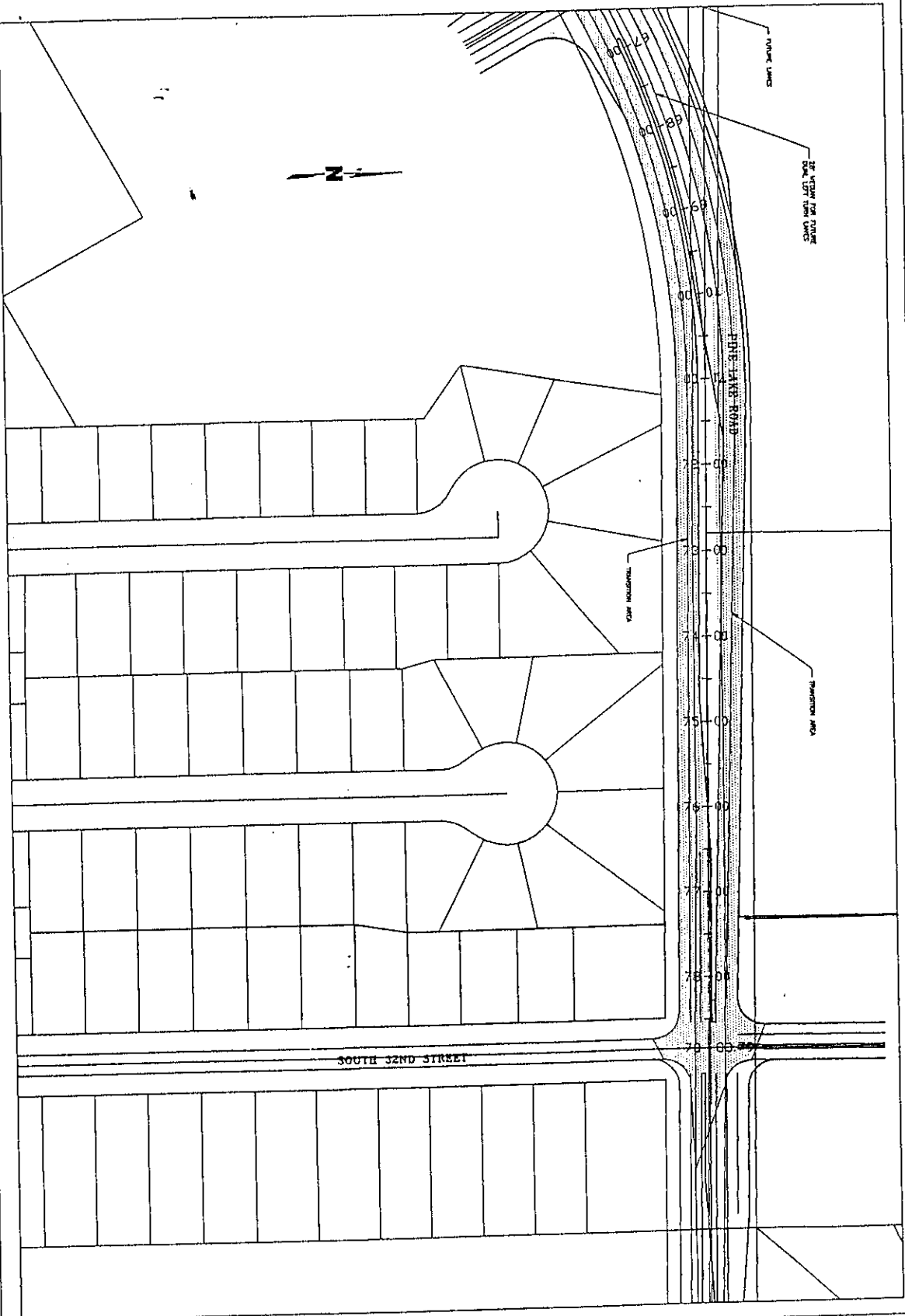
DESIGNED BY
 PAVING GEOMETRICS

PINE
 LARE
 ROAD

PAVING
 GEOMETRICS

LINCOLN
 NEBRASKA
 1996

DATE: 1/2/96
 DRAWN BY: J. J. JENSEN
 CHECKED BY: J. J. JENSEN
 APPROVED BY: J. J. JENSEN
 DATE: 1/2/96



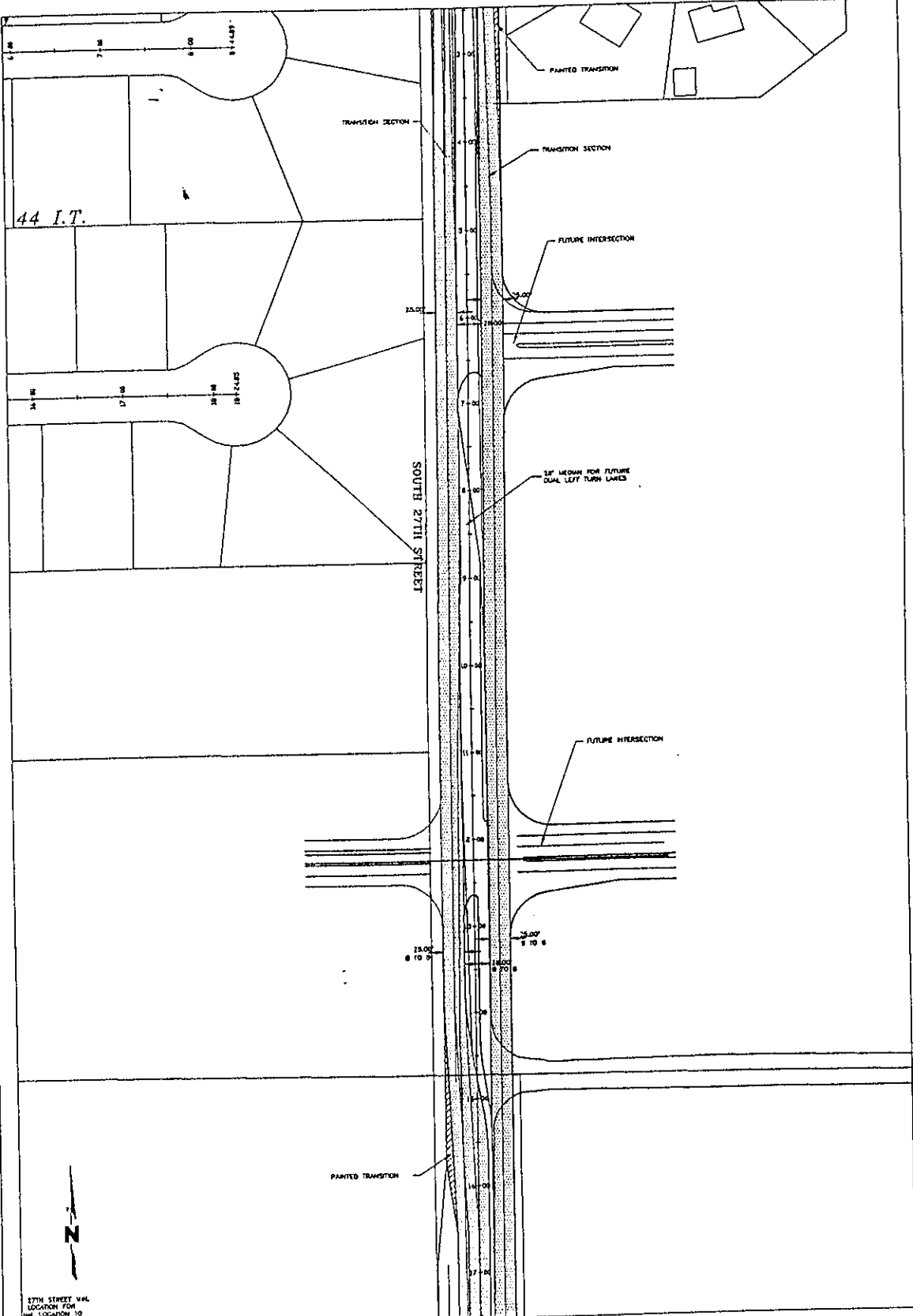
DESIGNED BY
 PETER H. HILL
 ARCHITECT
 1000 N. 10TH ST.
 LINCOLN, NE 68502
 402-441-1234

PREPARED BY
 PAVING
 GEOMETRICS
 1995

LINCOLN
 NEBRASKA
 1995

DATE: 10/10/95
 DRAWN BY: JPH
 CHECKED BY: JPH
 PROJECT NO.: 95-010
 SHEET NO.: 5 OF 10

SHEET
 5 OF 10



27TH STREET V.M.
 LOCATION FOR
 THE LOCATION TO
 PERMIT PROCESS FOR



ENGINEER
 JOHN W. PINE
 LICENSE NO. 000000
 08/24/1993

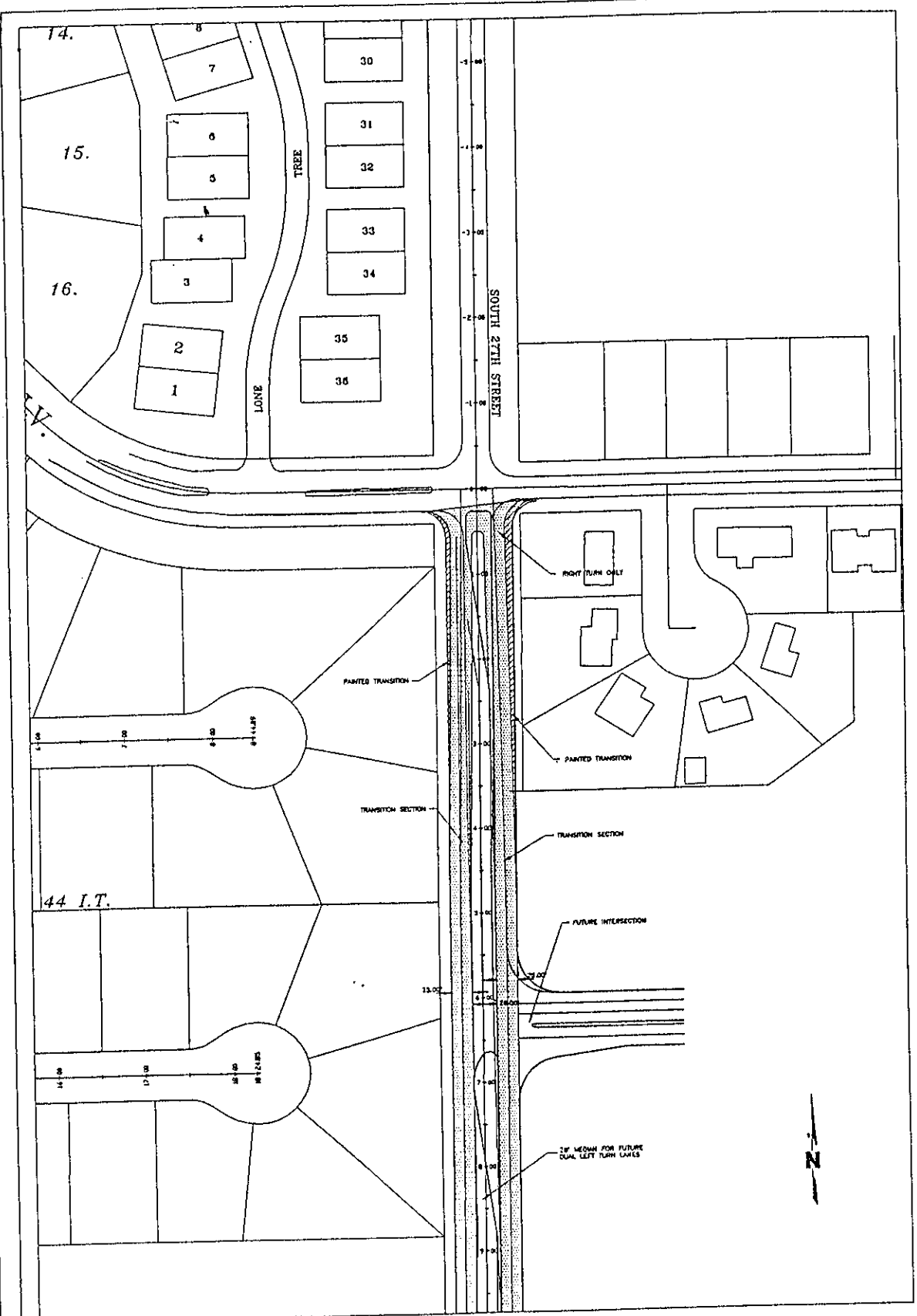
PINE
 LAKE
 ROAD

PAYING
 GEOMETRICS

LINCOLN
 NEBRASKA
 1993

DESIGNED BY
 JOHN W. PINE
 CHECKED BY
 JOHN W. PINE
 DATE
 08/24/1993

SHEET
 7 OF 8



DESIGNER
 Olson Associates
 1000 North 17th Street
 Lincoln, NE 68502
 (402) 441-1881

PINE LAKE ROAD

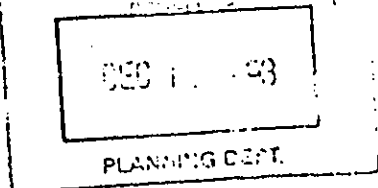
PAVING GEOMETRICS

LINCOLN NEBRASKA 1995

Approved for Construction
 by the City of Lincoln
 on 11/15/95
 11/15/95

SHEET 8 OF 8

DEC 15 1993



ANNEXATION
LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF LOT 38 I.T., LOT 50 I.T., LOT 44 I.T., A PORTION OF LOTS 2 AND 3 BLOCK 5 THE RIDGE 5TH ADDITION, A PORTION OF LOT 1 THE RIDGE 7TH ADDITION, A PORTION OF LOTS 1, 2 AND OUTLOT "A" THE RIDGE 8TH ADDITION, ALL LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, ALSO LOT 33 I.T., LOT 36 I.T., AND A PORTION OF LOT 35 I.T., ALL LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST, ALSO LOT 10 I.T., OUTLOT "A" AND OUTLOT "B" SOUTHERN HILLS ADDITION, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 7 EAST, ALSO A PORTION OF LOT 11 I.T. LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA, ALSO A PORTION OF PINE LAKE ROAD RIGHT-OF-WAY, AND SOUTH 27TH STREET RIGHT-OF-WAY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 13. THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 1663.47 FEET TO THE SOUTHWEST CORNER OF SAID LOT 38 I.T. SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING. THENCE NORTH 0 DEGREES 11 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF LOT 38 I.T., A DISTANCE OF 1217.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 38 I.T., THENCE SOUTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 38 I.T., A DISTANCE OF 973.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 38 I.T., THENCE NORTH 0 DEGREES 00 MINUTES 18 SECONDS WEST, ALONG THE WEST LINE OF LOT 50 I.T., A DISTANCE OF 350.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 378.04 FEET TO THE WEST CORNER OF LOT 5 BLOCK 3 THE RIDGE 5TH ADDITION, THENCE SOUTH 57 DEGREES 44 MINUTES 23 SECONDS EAST, ALONG THE SOUTHWEST LINE OF LOTS 5 AND 6 BLOCK 3 THE RIDGE 5TH ADDITION, A DISTANCE OF 291.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 BLOCK 3, THENCE SOUTH 47 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG THE SOUTHWEST LINE OF LOT 7, A DISTANCE OF 210.00 FEET TO A POINT ON THE EAST R.O.W. LINE OF RIDGE ROAD, THENCE NORTH 42 DEGREES 29 MINUTES 42 SECONDS EAST, ALONG THE EAST R.O.W. LINE OF RIDGE ROAD, A DISTANCE OF 132.99 FEET TO THE WEST CORNER OF LOT 3 BLOCK 5 THE RIDGE 5TH ADDITION, THENCE SOUTH 47 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID LOT 3 BLOCK 5, A DISTANCE OF 190.00 FEET TO A POINT, THENCE NORTH 42 DEGREES 29 MINUTES 42 SECONDS EAST, A DISTANCE OF 240.00 FEET TO A POINT, THENCE NORTH 47 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 41.95 FEET TO THE SOUTH CORNER OF LOT 1 BLOCK 5 THE RIDGE 5TH ADDITION, THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID LOT 1 BLOCK 5, A DISTANCE OF 148.30 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF SWITCHBACK ROAD, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION ALONG THE SOUTH R.O.W. LINE

Attachment "A"

OF SAID SWITCHBACK ROAD, HAVING A DELTA ANGLE OF 06 DEGREES 01 MINUTES 00 SECONDS, AN ARC DISTANCE OF 39.90 FEET, A RADIUS OF 380.00 FEET, AND A CHORD OF SOUTH 51 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT, THENCE NORTH 35 DEGREES 17 MINUTES 46 SECONDS EAST, ALONG THE EAST LINE OF LOT 1 BLOCK 4 THE RIDGE 5TH ADDITION, A DISTANCE OF 240.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 4 THE RIDGE 5TH. ADDITION, THENCE NORTH 73 DEGREES 40 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 BLOCK 4 THE RIDGE 5TH. ADDITION A DISTANCE OF 31.71 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 THE RIDGE ADDITION, THENCE NORTH 24 DEGREES 13 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF LOTS 1 AND 2 BLOCK 2 THE RIDGE ADDITION A DISTANCE OF 488.60 FEET TO THE SOUTHWEST CORNER OF LOT 5 BLOCK 2 THE RIDGE ADDITION, THENCE NORTH 81 DEGREES 07 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 BLOCK 2 THE RIDGE ADDITION A DISTANCE OF 231.43 TO THE NORTHWEST CORNER OF LOT 1 THE RIDGE 2ND ADDITION, THENCE SOUTH 16 DEGREES 28 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 THE RIDGE 2ND ADDITION AND THE WEST LINE OF LOT 1 THE RIDGE 6TH ADDITION A DISTANCE OF 360.37 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 THE RIDGE 6TH ADDITION, THENCE SOUTH 42 DEGREES 11 MINUTES 46 SECONDS WEST ALONG THE NORTHWEST LINE OF LOT 1 THE RIDGE 7TH ADDITION A DISTANCE OF 60.00 FEET TO A POINT, THENCE SOUTH 59 DEGREES 08 MINUTES 03 SECONDS EAST A DISTANCE OF 187.58 FEET TO A POINT ON THE WEST R.O.W. LINE OF RIDGE BLVD., THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION ALONG THE WEST R.O.W. LINE OF SAID RIDGE BLVD. HAVING A DELTA ANGLE OF 23 DEGREES 40 MINUTES 34 SECONDS, AND ARC DISTANCE OF 95.04 FEET, A RADIUS OF 230.00 FEET, AND A CHORD OF SOUTH 42 DEGREES 42 MINUTES 14 SECONDS WEST A DISTANCE OF 94.37 FEET TO A POINT, THENCE SOUTH 45 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE SOUTHWEST R.O.W. LINE OF RIDGE BLVD. A DISTANCE OF 208.50 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 44 DEGREES 30 MINUTES 00 SECONDS, AN ARC DISTANCE OF 277.86 FEET, A RADIUS OF 357.76 FEET, AND A CHORD OF SOUTH 67 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 270.93 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE SOUTH R.O.W. LINE OF RIDGE BLVD. A DISTANCE OF 225.00 FEET TO THE NORTHEAST CORNER OF LOT 44 I.T., THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, ALONG THE WEST R.O.W. LINE OF SOUTH 27TH STREET A DISTANCE OF 317.24 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG A EXTENSION OF THE NORTH LINE AND THE NORTH LINE OF LOT 10 I.T. A DISTANCE OF 380.00 FEET TO A POINT, THENCE NORTH 53 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 122.64 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 35 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT "A" SOUTHERN HILL ADDITION A DISTANCE OF 128.86 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID OUTLOT "A", LOT 10 I.T., AND

OUTLOT "B" A DISTANCE OF 1478.33 FEET TO A POINT, THENCE NORTH 45 DEGREES 21 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 333.53 FEET TO A POINT, THENCE NORTH 80 DEGREES 20 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 353.36 FEET TO A POINT, THENCE SOUTH 0 DEGREES 11 MINUTES 41 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 415.25 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 160.00 FEET TO A POINT, THENCE SOUTH 0 DEGREES 13 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 10 I.T. A DISTANCE OF 1216.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE SOUTH 0 DEGREES 28 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 50.00 FEET TO A POINT. THENCE NORTH 89 DEGREES 32 MINUTES 18 SECONDS WEST, ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 978.07 FEET TO A POINT. THENCE SOUTH 10 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF LOT 11 I.T. A DISTANCE OF 232.45 FEET TO A POINT. THENCE SOUTH 54 DEGREES 59 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 74.63 FEET TO A POINT, THENCE SOUTH 0 DEGREES 02 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 736.34 FEET TO A POINT. THENCE SOUTH 10 DEGREES 38 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 113.75 FEET TO A POINT. THENCE SOUTH 21 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 60.00 FEET TO A POINT. THENCE SOUTH 31 DEGREES 23 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 113.74 FEET TO A POINT. THENCE SOUTH 59 DEGREES 03 MINUTES 35 SECONDS WEST, A DISTANCE OF 1031.82 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 410.00 FEET TO A POINT ON THE EAST LINE OF LOT 8 I.T.. THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 8 I.T. A DISTANCE OF 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 I.T.. THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 8 I.T. A DISTANCE OF 550.01 FEET TO A POINT ON THE WEST R.O.W. LINE OF SOUTH 27TH STREET. THENCE NORTH 1 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE WEST R.O.W. LINE OF SOUTH 27TH STREET A DISTANCE OF 306.94 FEET TO A POINT. THENCE NORTH 1 DEGREES 06 MINUTES 44 SECONDS EAST, ALONG THE WEST R.O.W. LINE OF SOUTH 27TH STREET A DISTANCE OF 116.87 FEET TO THE SOUTHEAST CORNER OF LOT 33 I.T.. THENCE NORTH 89 DEGREES 36 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 33 I.T. AND 36 I.T. A DISTANCE OF 2589.28 FEET TO A POINT. THENCE NORTH 89 DEGREES 37 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 36 I.T. A DISTANCE OF 967.51 FEET TO A POINT. THENCE NORTH 0 DEGREES 11 MINUTES 53 SECONDS WEST ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT 38 I.T. A DISTANCE OF 1328.09 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 382.85 ACRES MORE OR LESS.

Chg. Sallay -