



**ANNEXATION AGREEMENT
FOR IRON RIDGE
Development Agreement**

A-90600

This Annexation Agreement ("Agreement") is made and entered into as of this 27th day of July, 2017 by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Charter Title and Escrow Services, Inc.**, a Nebraska corporation ("Escrow Agent"), and **Apples Way, LLC**, a Nebraska limited liability company ("Apples Way"), hereinafter referred to as the "Property Owner".

RECITALS

1. The Property Owner is the owner and developer of several tracts of the real property ("Parcel(s)") legally described and shown on Attachment "A" (the "Property") generally located in the area of the intersection of South 27th Street and Rokeby Road in Lancaster County, Nebraska. The City and Property Owner desires to cause the urban development of the Property.

2. Property Owner has requested that the City annex the Property. The City and Property Owner agree that the Property will be annexed, rezoned, platted and developed, pursuant to this Agreement and the City's Comprehensive Plan, land development ordinances and design standards.

3. Property Owner has requested that the City rezone that portion of the Property east of S. 27th Street from AG to R-3 Planned Unit Development and that portion of the Property

located west of S. 27th Street from AG to R-3 incorporating a Community Unit Plan both of which are shown on Attachment "B" ("Planned Unit Development" and "Community Unit Plan").

4. The Property is currently shown as Residential, Green Space, and Environmental on the 2040 Lincoln Area Future Land Use Map in Lincoln City-Lancaster County Comprehensive Plan. Property Owners have requested that the City approve a Comprehensive Plan Amendment to change the designation of that portion of the Property located west of the 27th Street from Tier II to Tier I and to amend the future service limit of the City to include said portion of the Property as shown on Attachment "C" ("Comprehensive Plan Amendment").

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

6. The City is 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 Property 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.

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

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" shall 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 a Property Owner, construction costs, publication costs, financing costs, and related miscellaneous costs.
- c. "40th Street Improvements" shall mean design, grading, and construction of improvements to bridge and culvert crossing facilities in 40th Street between Rokeby Road and the south terminus of Prairie Wind Road.
- d. "Temporary Rokeby Road" shall mean (i) re-grading certain sections of the Property along Rokeby Road; (ii) re-grading and constructing a paved two-lane section of Rokeby Road from S. 27th Street to the east boundary line of the Property; (iii) design and construction of temporary right turn lanes from eastbound Rokeby Road and left turn lanes from westbound Rokeby Road at the entrances to the Property as generally shown on Attachment "D"; and (iv) design and construction of a 4 feet wide sidewalk along the south side of

Rokeby Road from the eastern edge of S. 27th Street to the east boundary of the Property.

- e. "Site-Related Street Improvements" shall mean street lights, street signs, street trees, street stormwater improvements, and sidewalks.

II.

CONCURRENT APPROVAL OF GOVERNMENTAL ACTIONS;

CONDITIONAL APPROVAL

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

1. Annexing the Property legally described and shown on Attachment "A"; and
2. Amending the Lincoln zoning district maps to adopt the Planned Unit Development and the Community Unit Plan attached hereto as Attachment "B".
3. Approving the Comprehensive Plan Amendment as shown on Attachment "C".

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.

III.

ROADWAY IMPROVEMENTS

A. **Rokeby Road.** Rokeby Road from S. 27th Street to S. 40th Street has been identified by the City as a minor arterial road during the 25-year planning period to be constructed as two lanes plus Site-Related Street Improvements. Presently, Rokeby Road from S. 27th to S. 40th Street is a two-lane rural cross section. Property Owner, at its own cost and expense, shall design, grade, and construct Rokeby Road from S. 27th Street to the east edge of the Property as a temporary two-lane roadway centered on the existing Rokeby Road Centerline with two through lanes each measuring twelve (12) feet in width with shoulders and right and left turn lane improvements at the entrances to the Property from Rokeby Road as shown on Attachment "D". The temporary roadway for Rokeby Road shall be constructed prior to approval of any final plat submitted for the Property that includes a street taking access from Rokeby Road. The temporary paved roadway is not an Arterial Street Impact Fee Facility. Said roadway shall be designed, graded, and constructed by the Property Owner at its own cost and expense pursuant to the City's executive order construction process.

B. **27th Street Turn Lanes.** The Property Owner shall, at its own cost and expense, design, grade, and construct northbound to eastbound right turn lanes and southbound to eastbound left turn lanes in S. 27th Street at the two entrances to the Property on the east side of S. 27th Street at the locations shown on Attachment "E". The turn lanes at the southern entrance to that portion of the Property located east of 27th Street shall be constructed prior to approval of any Final Plat for the Property that includes a street taking access from S. 27th Street. The turn lanes at the northern entrance to that portion of the Property located east of 27th Street shall not be required to be completed until such time as that portion of the Property located immediately southeast of the S. 27th Street and Rokeby Road intersection is submitted for approval as a

buildable lot in a final plat. Likewise, the Property Owner shall design, grade, and construct, at its own cost, a southbound to westbound right turn lane and northbound to westbound left turn lane in S. 27th Street at the entrance to the Property located on the west side of S. 27th Street also as shown on Attachment E. The turn lanes providing access to that portion of the Property located west of S. 27th Street shall be completed prior to approval of any Final Plat for the Property that includes a street taking access from S. 27th Street. All of the turn lanes described in this subsection shall be constructed by the Property Owner pursuant to the City's executive order construction process.

C. **S. 40th Street Improvements**. The City and Property Owner recognize and agree that the construction of new bridge and culvert crossing improvements in 40th Street ("40th Street Improvements") between Rokeby Road and the south terminus of Prairie Wind Road will serve the interests of the City and the Property Owner by securing access to the Property during flood events. To assist in construction of the 40th Street Improvements, Property Owner shall contribute One Million and No/100 Dollars (\$1,000,000.00) to the City which the City shall use to make the 40th Street Improvements. Prior to approval of a Final Plat for the Property, the Property Owner shall provide the City a bond, escrow, letter of credit, or other security agreement, approved by the City Attorney ("40th Street Escrow") for One Million and NO/100 Dollars (\$1,000,000.00) guaranteeing said funds toward payment of actual costs incurred in constructing the 40th Street Improvements. The City shall utilize the funds of the Property Owner to pay the actual costs of design, grading, and construction. The City will provide the Property Owner invoices for the actual costs being paid by the Property Owner. The City shall reimburse the Property Owner for all funds expended on the 40th Street Improvements to the extent that such funds are generated by Arterial Street Impact Fees collected from development of that portion of the Property located east of S. 27th Street, and such reimbursement shall have

first priority to the Impact Fees generated by the Property. Furthermore, The City shall segregate and utilize Arterial Street Impact Fees generated by (i) Lot 1, Kings Addition; (ii) Outlot D, Wilderness Hills 1st Addition; (iii) Lot 19 I.T., Section 30, Township 9 North, Range 7 East of the 6th prime meridian; and (iv) Lot 18 I.T. SW1/4 Section 30, Township 9, Range 7 East of the 6th prime meridian all in the City of Lincoln, Lancaster County, Nebraska to reimburse the Property Owner without interest for the \$1,000,000.00 it contributes to the 40th Street Improvements. On an annual basis commencing January 1, 2019, the City shall review the Arterial Street Impact Fees generated by development of the Property and the other four parcels described above and provide a statement to the Property Owner reflecting the amount of said fees collected for the previous calendar year. Upon receipt of the statement from the City, the Property Owner may reduce the amount of funds remaining in escrow or otherwise guaranteed by the Property Owner for the 40th Street Improvements by the amount of Arterial Street Impact Fees collected the previous calendar year from the Property and the other four parcels described above.

D. Internal Streets. Additional City local and collector streets will be required within the Property to serve the Property (collectively “Internal Streets” and individually an “Internal Street”). The Internal Streets shall be constructed by the Property Owner to the extent that such Internal Streets are shown within a preliminary plat, special permit, use permit or planned unit development. Construction of the Internal Streets shall be at such Property Owner’s own cost and expense, under the authority of an executive order issued by the Mayor of the City in phases as part of the platting process.

E. Dedication of Street Right-of-Way. At the time of the applicable final platting or prior to construction of Temporary Rokeby Road, the Property Owner agrees to dedicate, at no cost to the City, the additional right-of-way needed on the south side of the Rokeby Road to

ultimately provide 120 feet of right-of-way necessary for Rokeby Road between S. 27th Street and S. 40th Street and as well as that right of way required the east and west sides of S. 27th Street to facilitate turn lanes to serve the Property, with additional right-of-way (i) required at the intersections for future roundabouts, turn lanes, and trails if required, to the satisfaction of the Public Works and Utilities Department. The Property Owner shall dedicate and convey the necessary right of way for the construction and operation of the Internal Streets set forth herein that are located within Property Owner's Property, without additional cost or consideration, in conjunction with the construction of such Internal Street as set forth herein.

IV.

WATER

A. **Rokeby Road Water Main.** The City shall design and construct, at its own cost, a sixteen inch (16") water main facility along Rokeby Road from the eastern edge of S. 27th Street eastward adjacent to the Property to the east boundary of that portion of the Property located east of S 27th Street as shown on Attachment F during the City's fiscal year 2017/18.

B. **S. 27th Street Water Main.** The City shall design and construct, at its own cost, a sixteen inch (16") water main facility along S. 27th Street from the existing terminus of public water main in S. 27th Street located at approximately Rokeby Road a distance of approximately 800 feet south in order to provide adequate water service for that portion of the Property located west of S. 27th Street. The City agrees that construction of the S. 27th Street Water Main shall occur during the City's fiscal year 2017 - 2018.

C. **Internal Water Lines.** Additional water lines will be required to serve the Property. In particular a 12 inch water main will be constructed as shown on the Planned Unit Development. The Internal Water Lines shall be designed and constructed by the Property Owner at the Property Owner's cost and expense through the City's Executive Order Construction process. The Property Owner shall be responsible for the cost of constructing a

typical 6 inch water line abutting a residential area, and the City shall be responsible for all costs attributable to oversizing the water line with pipe, valves, fittings, and all other accessories that are larger than 6 inches. If an Internal Water Line is subsidized by the City for the purpose of increasing the size of said water line, the design and construction of that portion of the Internal Water Lines shall be publicly bid and awarded according to law.

V.

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 Escrow Agent:

Charter Title and Escrow Services, Inc.
6333 Apples Way, Suite 115
Lincoln, NE 68516

with a copy to:

Mark A. Hunzeker
Baylor Evnen Law Firm
600 Wells Fargo Center
1248 O Street
Lincoln, NE 68508

(3) If to Apples Way LLC:

Apples Way, LLC
6333 Apples Way, Suite 115
Lincoln, NE 68516

with a copy to:

Mark A. Hunzeker
Baylor Evnen Law Firm
600 Wells Fargo Center
1248 O Street
Lincoln, NE 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.

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 Property, 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 40th 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. **Attachments.** The following Attachments are attached to this Agreement and are incorporated herein by this reference:

<u>Attachment "A"</u>	Property Legal Descriptions and Map
<u>Attachment "B"</u>	Planned Unit Development
<u>Attachment "C"</u>	Comprehensive Plan Amendment (Future Land Use Map)
<u>Attachment "D"</u>	Rokeby Road Right Turn Lane Locations
<u>Attachment "E"</u>	South 27 th Street Turn Lane Locations
<u>Attachment "F"</u>	Water Main Locations

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, 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.

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 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.

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 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.

P. Escrow Agent.

1. **Appointment of Escrow Agent.** The Property Owner hereby appoints Escrow Agent to serve as Escrow Agent on behalf of the Property Owner, and Escrow Agent hereby accepts said appointment. In order to facilitate the implementation of this Agreement, Property Owner and the City agree that the City and Property Owner may use the Escrow Agent to facilitate or transact any covenant, activity or obligation

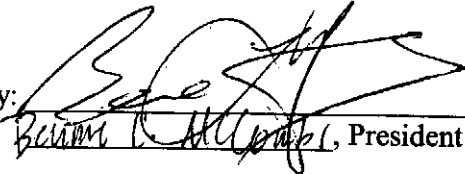
described herein between the City and Property Owner, including, but not limited to payments, loans, repayments, reimbursements, notices, communications, approvals or provide such security of Property Owner as described herein. The Escrow Agent on behalf of the Property Owner agrees to deliver and receive such payments, loans, repayments, reimbursements, notices, communications, and approvals or provide such other security of the Property Owner as described herein between the City and Property Owner to the extent funds have cleared and are available. Notwithstanding the prior sentence, the Parties acknowledge that the Escrow Agent is acting only in an agency capacity for the Property Owner and not in its own right or on its own behalf.

2. Escrow Agent Fee. The Property Owner, at its expense, agrees to pay the Escrow Agent for its services under this Agreement, including all reasonable out of pocket costs and expenses, including postage, supplies, long distance telephone charges, wires, attorney's fees, engineers, or any other consultation that may be reasonably required.

3. Right to Discontinue. Should the Escrow Agent before or after close of any escrow described herein become aware of any conflicts in demands or claims with respect to this escrow or the rights of any of the Parties hereto, or any money or property deposited herein or effected hereby, the Escrow Agent shall have the right to discontinue any or all further acts on its part until such conflict is resolved to its satisfaction, and the Escrow Agent shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The Property Owner hereto agrees to pay all costs, demands, judgments, and expenses, including reasonable attorneys' fees to the extent permitted by law, suffered or incurred by the Escrow Agent

“APPLES WAY”

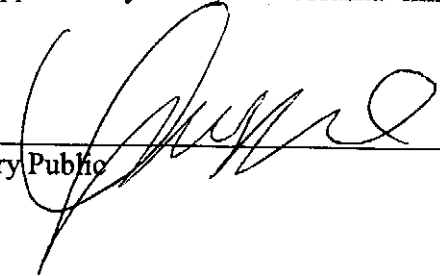
APPLES WAY LLC,
a Nebraska limited liability company

By: 
Bennie L. McClough, President

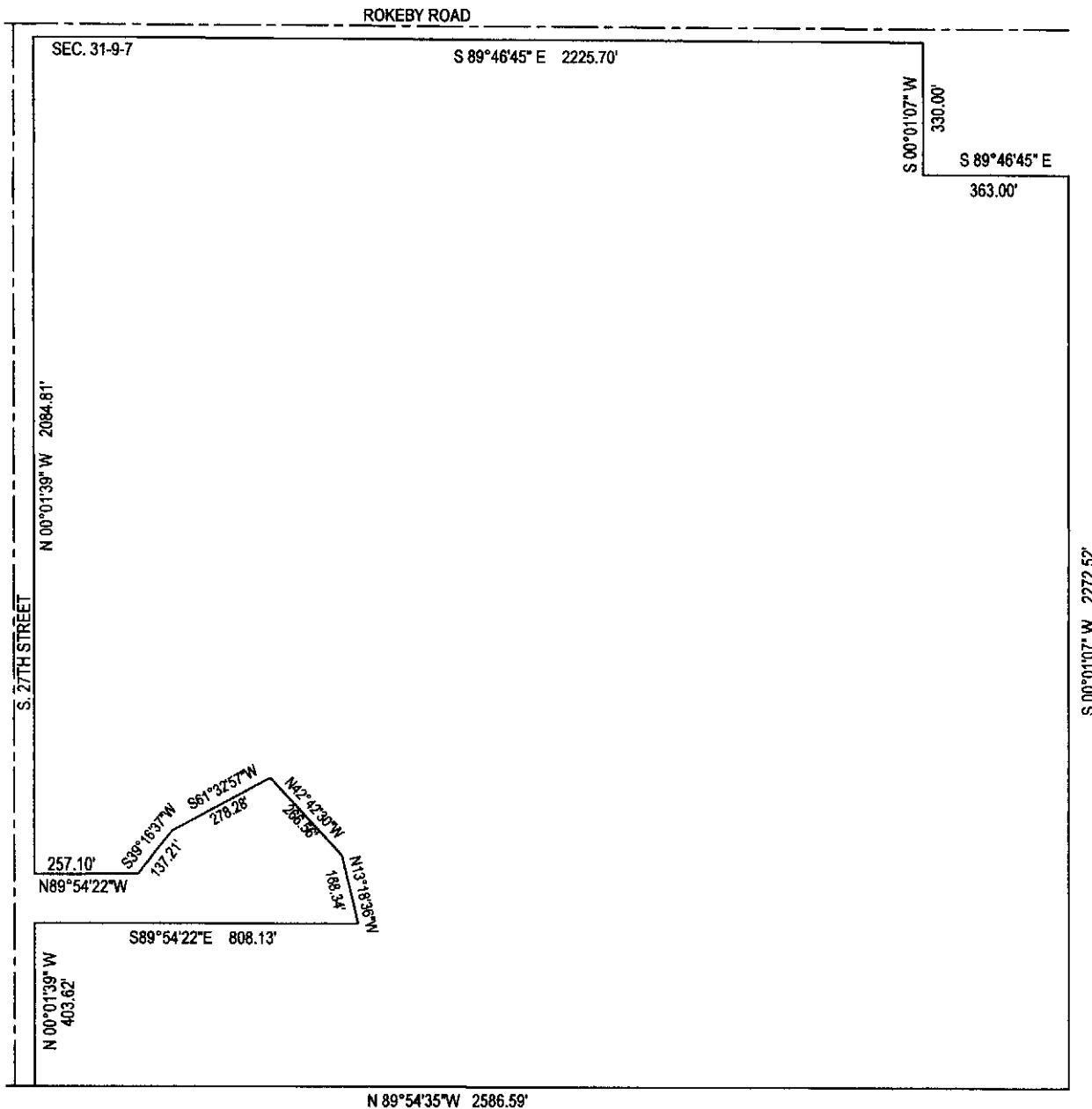
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 5 day of July,
2017, by Bennie L. McClough, President of Apples Way LLC, a Nebraska limited
liability company, on behalf of the company.

State of Nebraska - General Notary
THOMAS J. BECKIUS
My Commission Expires
February 1, 2020


Notary Public

ATTACHMENT A



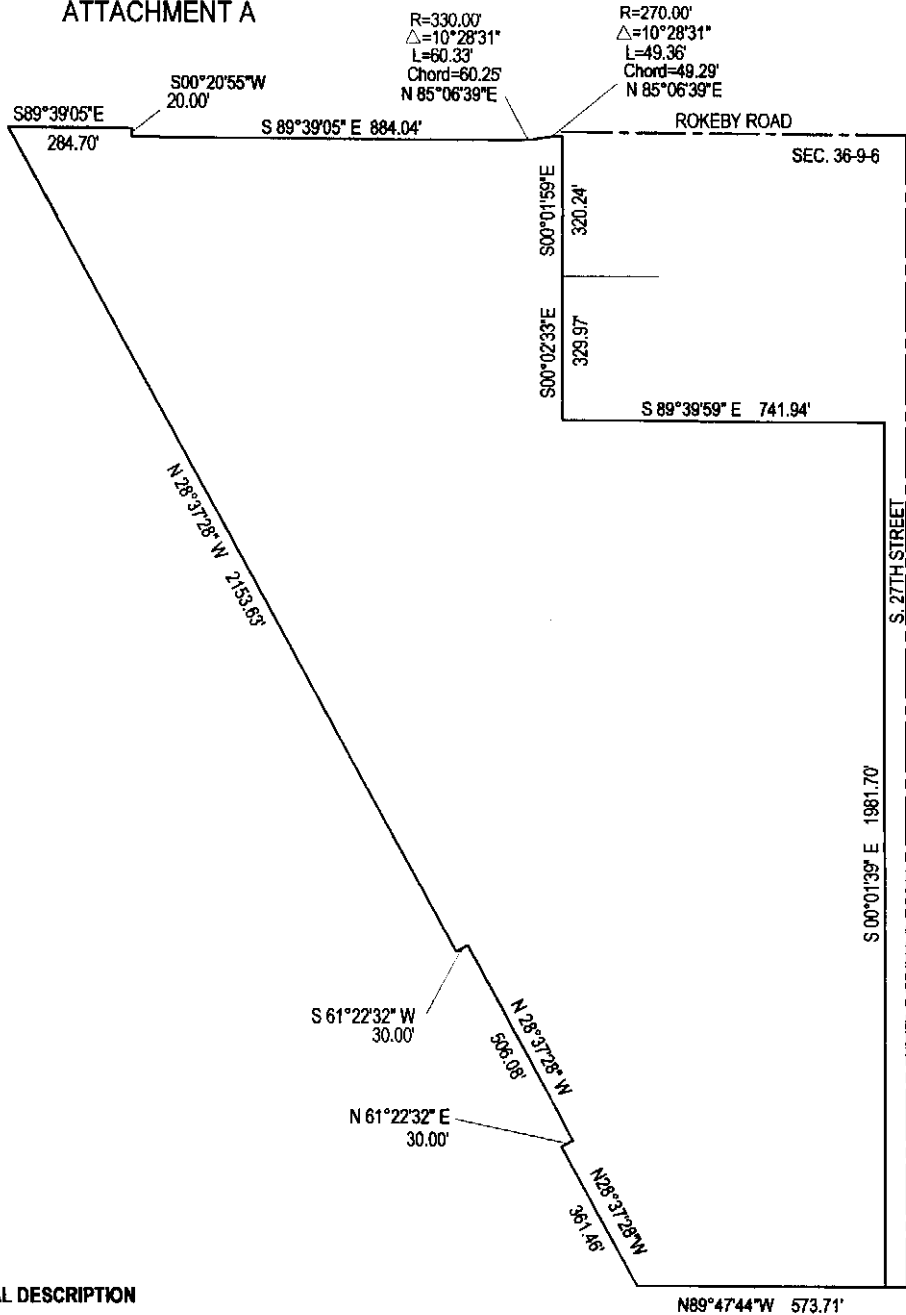
PROPERTY LEGAL DESCRIPTION

ALL OF LOTS 14 AND 29 IRREGULAR TRACT; AND LOT 2, SIEVERS ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6th P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, ON AN ASSIGNED BEARING OF S 89°54'35"E A DISTANCE OF 50.00', TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE FOR SOUTH 27th STREET AND THE SOUTHWEST CORNER OF SAID LOT 2, SIEVERS ADDITION; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, N 0°01'39"W 403.62', TO THE SOUTHWEST CORNER OF LOT 1, SAID SIEVERS ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1, S 89°54'22"E 808.13', TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON THE EAST LINE OF SAID LOT 1 FOR THE NEXT TWO (2) COURSES, N 13°18'36"W 168.34'; THENCE N 42°42'30"W 266.56', TO THE NORTH MOST CORNER OF SAID LOT 1; THENCE ON THE NORTH LINE OF SAID LOT 1 FOR THE NEXT THREE (3) COURSES, S 61°32'57"W 278.28'; THENCE S 39°16'37"W 137.21'; THENCE N 89°54'22"W 257.10', TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON SAID EAST RIGHT OF WAY LINE; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, N 0°01'39"W 2084.81', TO A POINT OF INTERSECTION WITH THE SOUTH 33' RIGHT OF WAY LINE FOR ROKEBY ROAD; THENCE EASTERLY ON SAID SOUTH RIGHT OF WAY LINE, S 89°46'45"E 2225.70', TO A POINT ON THE WEST LINE OF LOT 13 IRREGULAR TRACT IN SAID NORTHWEST QUARTER; THENCE SOUTHERLY ON SAID WEST LINE, S 0°01'07"W 330.00', TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY ON THE SOUTH LINE OF LOT 7 AND 13 IRREGULAR TRACTS IN SAID NORTHWEST QUARTER, S 89°46'45"E 363.00', TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ON SAID EAST LINE, S 0°01'07"W 2272.52', TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, N 89°54'35"W 2586.59', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 6,454,222.3 SQUARE FEET OR 148.17 ACRES, MORE OR LESS.

701 Sievers

ATTACHMENT A



PROPERTY LEGAL DESCRIPTION

ALL OF LOT 84 IRREGULAR TRACT, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6th P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, ON AN ASSIGNED BEARING OF N 89°47'44"W A DISTANCE OF 50.00', TO THE SOUTHEAST CORNER OF SAID LOT 84, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE FOR SOUTH 27th STREET; THENCE WESTERLY ON SAID SOUTH LINE, N 89°47'44"W 573.71', TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT OF WAY; THENCE ON SAID RIGHT OF WAY LINE FOR THE NEXT FIVE (5) COURSES, N 28°37'28"W 361.46'; THENCE N 61°22'32"E 30.00'; THENCE N 28°37'28"W 506.08'; THENCE S 61°22'32"W 30.00'; THENCE N 28°37'28"W 2153.63', TO THE NORTHWEST CORNER OF SAID LOT 84, SAID POINT BEING ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EASTERLY ON SAID NORTH LINE, S 89°39'05"E 284.70'; THENCE S 0°20'55"W 20.00', TO A POINT ON THE SOUTH LINE OF ROKEBY ROAD; THENCE EASTERLY ON SAID SOUTH RIGHT OF WAY LINE FOR THE NEXT THREE (3) COURSES, S 89°39'05"E 884.04', TO A POINT ON A CIRCULAR CURVE TURNING IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 330.00', A CENTRAL ANGLE OF 10°28'31" AND AN ARC LENGTH OF 60.33'; THENCE ON SAID CURVE, HAVING A CHORD OF N 85°06'39"E 60.25', TO A POINT ON A CIRCULAR CURVE TURNING IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 270.00', A CENTRAL ANGLE OF 10°28'31" AND AN ARC LENGTH OF 49.36'; THENCE ON SAID CURVE, HAVING A CHORD OF N 85°06'39"E 49.29', TO THE NORTHWEST CORNER OF SIEVERS LANDING ADDITION; THENCE SOUTHERLY ON THE WEST LINE OF SAID ADDITION, S 0°01'59"E 320.24', TO THE SOUTHWEST CORNER OF SAID ADDITION, SAID POINT BEING THE NORTHWEST CORNER OF LOT 75 IRREGULAR TRACT IN SAID NORTHWEST QUARTER; THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 75, S 0°02'33"E 329.97', TO THE SOUTHWEST CORNER OF SAID LOT 75; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 75, S 89°39'59"E 741.94', TO THE SOUTHEAST CORNER OF SAID LOT 75, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE FOR SOUTH 27th STREET; THENCE SOUTHERLY ON SAID WEST RIGHT OF WAY LINE, S 0°01'39"E 1981.60', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 2,902,679.8 SQUARE FEET OR 66.64 ACRES, MORE OR LESS



CERTIFICATE

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

I, Teresa J. Meier, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the foregoing is a true and correct copy of Annexation Agreement for Iron Ridge between the City of Lincoln, Nebraska, Charter Title and Escrow Services, Inc., and Apples Way, LLC regarding the City of Lincoln's annexation of property generally located in the area of the intersection of South 27th Street and Rokeby Road, as adopted and approved by the City Council on July 24, 2017, as the original appears of record on filed in my said office.

In Witness Whereof, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska on July 28, 2017.

Teresa J. Meier
Teresa J. Meier, City Clerk

