

LANCASTER COUNTY, NE.

*Don Nalton*  
REGISTER OF DEEDS

DEC 9 3 40 PM '99

#85-50

INST. NO 99

064098

BLOCK

CODE

CHECKED

ENTERED

EDITED

#8

99R-274

Introduce: 9-20-99

(Substitute)  
RESOLUTION NO. A- 79751

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:  
 2 That the agreement titled (Substitute) Vintage Heights Conditional Annexation  
 3 and Zoning Agreement ("Annexation Agreement"), which is attached hereto, marked as  
 4 Attachment "A" and made a part hereof by reference, between the City and Pine Lake  
 5 Development, L.L.C. (Owner) outlining certain conditions and understandings between  
 6 the City and said Owner relating to the annexation and rezoning of land generally  
 7 located at between Old Cheney Road and Pine Lake Road west of South 98th Street is  
 8 approved. The Mayor is authorized to execute the Annexation Agreement on behalf of  
 9 the City.

10 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully  
 11 executed copy of this Agreement to Rick Peo, Assistant City Attorney, for distribution to  
 12 the Owner.

13 BE IT FURTHER RESOLVED that the City Clerk is directed to record the  
 14 Agreement or a summary memorandum thereof with the Register of Deeds, filing fees  
 15 to be paid by the Owner.

Introduced by:

*Cynthia Johnson*

AYES: Camp, Cook, Fortenberry,  
Johnson, McRoy, Seng, Shoecraft;  
NAYS: None.

Approved as to Form and Legality:

*Rick Peo*

City Attorney

Staff Review Completed:

*Don Hannah*

Administrative Assistant

APPROVED

OCT 6 1999

*Don Wesley*  
MAYOR

ADOPTED

SEP 27 1999

By City Council

*City Clerk*

(Substitute)  
**VINTAGE HEIGHTS**  
**CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Vintage Heights Conditional Annexation and Zoning Agreement ("Agreement") is made and entered into this 6TH day of OCTOBER, 1999, by and between **Pine Lake Development, L.L.C.**, a Nebraska limited liability company, hereinafter referred to as "Owner," and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City."

**RECITALS**

A. Owner has requested the City to annex approximately 340.23 acres more or less of land generally located between Old Cheney Road and Pine Lake Road west of South 98th Street. The approximately 340.23 acres is hereinafter referred to as the "Annexed Property" as shown in City Bill No. 99-103 (Anx #99005) which is incorporated herein by this reference.

B. Owner has requested the City to rezone Lots 4 I.T., 37 I.T., 40 I.T., 42 I.T., 43 I.T., 49 I.T., a portion of the remaining portion of Lot 50 I.T., Lot 51 I.T., Lot 52 I.T., Lot 56 I.T., Lot 58 I.T., and Lot 59 I.T., all located in Section 14, Township 9 North, Range 7 East, from AG Agricultural District to R-3 Residential District. Said lots are hereinafter referred to as the "Rezoned Property" and are legally described in Attachment "A" which is attached hereto and incorporated herein by this reference.

C. Owner has requested the City to approve Owner's application to preliminarily plat Lots 4 I.T., 37 I.T., 40 I.T., 42 I.T., 43 I.T., 49 I.T., a portion of the remaining portion of Lot 50 I.T., and Lots 51 I.T., 52 I.T., 56 I.T., 58 I.T., and 59 I.T., all located in Section 14, Township 9 North, Range 7 East, as legally described in Attachment "B" which is attached

hereto and incorporated herein by this reference. Said lots are hereinafter referred to as the "Preliminary Plat Property." The Preliminary Plat Property is also subject to a request by the Owner for a special permit for a community unit plan to develop 392 multiple family dwelling units, 170 two-family dwelling units, 24 three-family dwelling units, 15 acreage single family dwelling units, and 360 single family lots on said property.

D. Owner is the legal owner of the Annexed Property, Rezoned Property, and Preliminary Plat Property.

E. In order to provide adequate sanitary sewer service to the Preliminary Plat Property, it will be necessary to transfer sewage from the Stevens Creek Basin into the Antelope Creek Basin. The City is willing to annex the Annexed Property, rezone the Rezoned Property from AG Agricultural District to R-3 Residential District, and approve the preliminary plat and community unit plan for the Preliminary Plat Property as requested by Owner, provided Owner agrees to pay \$40,341.00 to the City as Owner's share of the required future improvements to the Antelope Creek Basin sewer system which are necessary in order to provide capacity for the transfer of sewage over the ridge line as requested by Owner and other proposed subdivisions.

F. In order to provide adequate water service to the Preliminary Plat Property it will be necessary to construct a 16-inch water main in Pine Lake Road generally in the location shown on Attachment "C" and to construct a water booster pump station. In addition it will be necessary to obtain approval from Rural Water District No. 1, Lancaster County, Nebraska, hereinafter "District No. 1" in order for the City to furnish water to that portion of the Preliminary Plat Property located within the boundaries of District No. 1. The City is willing

to annex the Annexed Property, rezone the Rezoned Property, and approve the preliminary plat and the community unit plan for the Preliminary Plat Property as requested by Owner provided Owner agrees to pay all the costs of the water booster pump station and all of the cost needed to obtain approval from District No. 1 for the City to furnish water for that portion of the Preliminary Plat Property located within the boundaries of District No. 1.

G. City and Owner agree that the City has a legitimate state interest in the public health, safety, and welfare which is promoted by requiring Owner to pay Owner's fair share of the future improvements to the Antelope Creek Basin sewer system needed in order to provide capacity for the transfer of sewage over the ridge line by Owner and other proposed subdivisions; to pay the cost to construct the water booster station to enable water service to be provided to serve the Preliminary Plat Property and to pay the cost to obtain approval from District No. 1 to allow the City to furnish water to that portion of the Preliminary Plat Property lying within the boundaries of District No. 1, and that an essential nexus exists between the City's above interest and the conditions placed upon Owner under this Agreement. In addition, the City and Owner have made an individualized determination and agree that the conditions placed upon Owner under this Agreement are related both in nature and extent and are in rough proportionality to the projected adverse effects, full development and operation of the Preliminary Plat Property under the R-3 Residential District Zoning would have on the public sanitary sewer system and water system that serves the Preliminary Plat Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. Annexation by the City. The City agrees to annex the Annexed Property.

2. Rezoning. The City agrees to rezone the Rezoned Property from AG Agricultural District to R-3 Residential District.

3. Preliminary Plat and CUP. The City agrees to approve the preliminary plat and community unit plan requested by the Owner for the Preliminary Plat Property.

4. Public Sanitary Sewer.

A. Owner's Responsibility. Owner agrees to pay \$40,341.00 as Owner's share of the required future improvements to the Antelope Creek Basin sewer system needed in order to provide capacity for the transfer of sewage over the ridge line by Owner and other proposed subdivisions payable within thirty (30) days following completion of said sewer improvements by the City.

Owner understands and acknowledges that the City's public sanitary sewer system is not adequate to serve the Preliminary Plat Property without extending the Antelope Creek sanitary sewer line. Owner desires to be connected to the City's public sanitary sewer system and therefore agrees to pay all the construction cost to extend the Antelope Creek sanitary sewer line. Owner shall construct or cause to be constructed said Antelope Creek sanitary sewer line under the authority of executive order issued by the Mayor of the City. All construction and easement costs related to the construction of the Antelope Creek sanitary sewer line shall be paid by Owner.

B. City's Responsibility. The City shall acquire the necessary right-of-way easement that is not located with the Preliminary Plat Property to permit the Owner to extend the Antelope Creek sanitary sewer line to service the Preliminary Plat Property. The City, with the cooperation of the Owner, shall acquire by voluntary means, and if necessary by

condemnation, all temporary and permanent nonexclusive easements necessary that is not located with the Preliminary Plat Property for the construction and operation of the Antelope Creek sanitary sewer line as soon as reasonably possible. Any right-of-way easement acquisition costs that the City may incur shall be reimbursed by the Owner and payable to the City within thirty (30) days following completion of said acquisition by the City.

5. Public Water.

A. Owner's Responsibility. Owner understands and acknowledges that the City may not furnish water to serve that portion of the Preliminary Plat Property lying within the boundaries of District No. 1 without the consent and approval of District No. 1. Owner desires to be connected to the City's public water system and therefore agrees to pay all the cost needed to obtain District No. 1's approval for the City to furnish water to the Preliminary Plat Property lying within the boundaries of District No. 1. Owner understands and acknowledges that the City's public water system is not adequate to serve the Preliminary Plat Property without the construction of a water booster pump station. Owner desires to be connected to the City's public water system and therefore agrees to pay all the cost to construct the booster pump station. Owner shall construct or cause to be constructed said booster pump station under the authority of executive order issued by the Mayor of the City. All costs related to the construction of the booster pump station shall be paid by Owner.

B. City's Responsibility. A 16-inch water main shall be constructed by the City at its expense generally in the location shown on Attachment "C" provided that the City Council designates said water main for construction as a City Capital Improvement Project. The City agrees to use its best efforts to include construction of the water main in its Capital

Improvement Program for its fiscal year 1999 - 2000 and, if so included, the City, with cooperation of the Owner, shall acquire all temporary and permanent nonexclusive easements necessary for the construction and operation of the water main and water booster pump station as soon as reasonably possible. The City further agrees to use its best efforts to complete the water main in the spring of 2000.

6. Security. Simultaneous with the execution of this agreement by Owner, Owner shall provide the City a bond, escrow, or other security agreement, approved by the City Attorney, as follows:

(a) In the amount of \$40,341.00 to insure payment of the future improvements to the Antelope Creek sewer system.

(b) In the amount of \$34,000.00 to insure Owner's cost of obtaining District No. 1's approval for the City to furnish water to the Preliminary Plat Property lying within the boundaries of District No. 1, or approval from District No. 1, permitting the City to furnish water to the Preliminary Plat Property lying within the boundaries of District No. 1, in a written form acceptable to the City Attorney.

7. Future Cost Responsibilities. Except as stated herein, it is understood and agreed between the parties that the provision of the above-described municipal infrastructure improvements and the allocation of cost responsibilities therefor in no way limits the right of the City to impose reasonable conditions or to require reasonable additional dedications, contributions, or construction in conjunction with the approval of future zoning requests, plats and dedications, use permits, special permits, planned unit developments, or community unit plans incorporating therein the Preliminary Plat Property or any portion thereof which has been subject to annexation.

8. 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 Preliminary Plat Property.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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, 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.

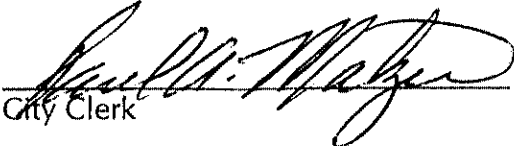
15. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability 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.

16. Default. Owner and City agree that the annexation, change of zone, preliminary plat, and community unit plan promote the public health, safety, and welfare so long as Owner fulfills all of the conditions and responsibilities set forth in this Agreement. In the event Owner defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may in its legislative authority rezone the Rezoned Property to its previous designations or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.

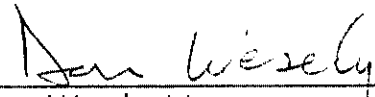
17. Recordation. This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Owner's cost and expense:

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

ATTEST:

  
City Clerk

**THE CITY OF LINCOLN, NEBRASKA**  
A Municipal Corporation

By:   
Don Wesely, Mayor

PINE LAKE DEVELOPMENT, L.L.C.  
a Nebraska limited liability company,

By: Robert D. Hampton  
Title: manager

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

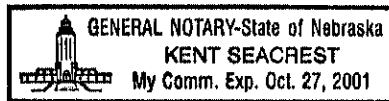
The foregoing instrument was acknowledged before me this 6 day of October, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska on behalf of the City.



Joan E. Ross  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 1999, by Robert D. Hampton of Pine Lake Development, L.L.C., a Nebraska limited liability company, on behalf of said company.



Kent Seacrest  
Notary Public

[code\agr\vintage heights annexation]

Vintage Heights Conditional Annexation and Zoning Agreement  
(Change of Zone)

A tract of land composed of Lots 4 I.T., 37 I.T., 40 I.T., 42 I.T., 43 I.T., 49 I.T., a portion of the remaining portion of Lot 50 I.T., Lots 51 I.T., 52 I.T., 56 I.T., 58 I.T., and 59 I.T., all located in Section 14; Township 9 North; Range 7 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence southerly on the east line of said Section 14, on an assumed bearing of south 00 degrees 11 minutes 08 seconds east, a distance of 450.54 feet to a point; thence north 89 degrees 48 minutes 52 seconds west, a distance of 33 feet to a point, said point being the true point of beginning; thence south 00 degrees 11 minutes 08 seconds west along the east line of said remaining portion of Lot 50 I.T., and the east line of said Lot 49 I.T., a distance of 2186.63 feet to the southeast corner of said Lot 49 I.T., thence south 00 degrees 11 minutes 16 seconds west along the east line of said Lots 51 I.T., 52 I.T., 58 I.T., and 59 I.T., a distance of 2237.49 feet to a point of deflection, thence north 89 degrees 48 minutes 44 seconds west along the south line of said Lot 59 I.T., a distance of 17.00 feet to a point of deflection; thence south 00 degrees 11 minutes 16 seconds west along the east line of said Lot 59 I.T., a distance of 350.00 feet to the southeast corner of said Lot 59 I.T., thence south 89 degrees 52 minutes 59 seconds west along the south line of said Lots 59 I.T., 37 I.T., 43 I.T., and 42 I.T., a distance of 1458.33 feet to a point of deflection; thence north 82 degrees 21 minutes 07 seconds west along the south line of said Lot 42 I.T., a distance of 222.04 feet to a point of deflection; thence south 83 degrees 46 minutes 03 seconds west along the south line of said Lot 42 I.T., a distance of 281.60 feet to a point of deflection, thence south 89 degrees 52 minutes 59 seconds west along the south line of said Lot 42 I.T., a distance of 562.80 feet to the southwest corner of said Lot 42 I.T.; thence north 00 degrees 40 minutes 49 seconds west along the west line of said Lot 42 I.T., a distance of 414.01 feet to the southeast corner of said Lot 40 I.T.; thence north 89 degrees 30 minutes 38 seconds west along the south line of said Lot 40 I.T., a distance of 790.03 feet to a point of deflection, thence south 00 degrees 40 minutes 32 seconds east along the east line of said Lot 40 I.T., a distance of 414.00 feet to the southeast corner of said Lot 40 I.T.; thence north 89 degrees 30 minutes 37 seconds west along the south line of said Lot 40 I.T., a distance of 403.21 feet to a point of intersection with the east line of said Lot 4 I.T.; thence south 00 degrees 14 minutes 46 seconds east along the east line of said Lot 4 I.T., a distance of 50.00 feet to the southeast corner of said Lot 4 I.T.; thence north 89 degrees 30 minutes 37 seconds west along the south line of said Lot 4 I.T., a distance of 150.01 feet to the southwest corner of said Lot 4 I.T.; thence north 00 degrees 14 minutes 46 seconds west along the west line of said Lots 4 I.T., and 40 I.T., a distance of 1321.98 feet to the northwest corner of said Lot 40 I.T., thence south 89 degrees 39 minutes 11 seconds east along the north line of said Lot 40 I.T., a distance of 1333.64 feet to the northeast corner of said Lot 40 I.T.; thence north 00 degrees 40 minutes 35 seconds west along the west line of said Lot 42 I.T., a distance of 1325.47 feet to the northwest corner of Lot 42 I.T.; thence south 89 degrees 49 minutes 04 seconds east along the north line of said Lot 42 I.T., a distance of 767.16 feet to a southwest corner of said remaining portion of Lot 50 I.T., thence north 00 degrees 10 minutes 56 seconds east along the west line of said

remaining portion of Lot 50 I.T., a distance of 130.00 feet to a point of deflection; thence south 89 degrees 49 minutes 04 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 31.33 feet to a point of deflection; thence north 00 degrees 10 minutes 56 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 379.00 feet to a point of deflection; thence north 15 degrees 17 minutes 08 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 193.40 feet to a point of deflection, thence north 01 degrees 39 minutes 50 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 102.28 feet to a point of deflection; thence south 65 degrees 34 minutes 11 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 76.00 feet to a point of deflection; thence north 24 degrees 25 minutes 49 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 120.00 feet to a point of deflection; thence north 65 degrees 34 minutes 11 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 29.00 feet to a point of deflection; thence north 24 degrees 25 minutes 49 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 158.71 feet to a point of deflection, thence north 29 degrees 33 minutes 43 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 36.21 feet to a point of deflection; thence north 65 degrees 34 minutes 11 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 122.71 feet to a point of deflection; thence north 24 degrees 25 minutes 49 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 73.45 feet to a point of deflection; thence south 78 degrees 29 minutes 26 seconds east, a distance of 621.26 feet to a point, thence south 89 degrees 48 minutes 52 seconds east, a distance of 195.52 feet to a point; thence north 00 degrees 11 minutes 08 seconds east, along a westerly line of said Lot 50 I.T. and its extension, a distance of 1127.80 feet to a point of deflection; thence south 89 degrees 49 minutes 03 seconds east, a distance of 1089.11 feet to the true point of beginning; said tract contains a calculated area of 257.52 acres, or 11217541.68 square feet more or less.

## ATTACHMENT "B"

### Vintage Heights Conditional Annexation and Zoning Agreement Community Unit Plan

Lots 4 I.T., 37 I.T., 40 I.T., 42 I.T., 43 I.T., 49 I.T., a portion of the remaining portion of Lot 50 I.T., Lots 51 I.T., 52 I.T., 56 I.T., 58 I.T., and 59 I.T., all located in Section 14, Township 9 North, Range 7 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the northeast corner of said Section 14, thence southerly on the east line of said Section 14, on an assumed bearing of south 00 degrees 2 minutes 08 seconds west, a distance of 450.54 feet to a point; thence north 89 degrees 48 minutes 52 seconds west, a distance of 33 feet to a point, said point being the true point of beginning; thence south 00 degrees 11 minutes 08 seconds west along the east line of said remaining portion of Lot 50 I.T. and the east line of said Lot 49 I.T., a distance of 2186.63 feet to the southeast corner of said Lot 49 I.T.; thence south 00 degrees 11 minutes 16 seconds west along the east line of said Lots 51 I.T., 52 I.T., 58 I.T., and 59 I.T., a distance of 2237.49 feet to a point of deflection; thence north 89 degrees 48 minutes 44 seconds west along the south line of said Lot 59 I.T., a distance of 17.00 feet to a point of deflection; thence south 00 degrees 11 minutes 16 seconds west along the east line of said Lot 59 I.T., a distance of 350.00 feet to the southeast corner of said Lot 59 I.T.; thence south 89 degrees 52 minutes 59 seconds west along the south line of said Lots 59 I.T., 37 I.T., 43 I.T., and 42 I.T., a distance of 1458.33 feet to a point of deflection; thence north 82 degrees 21 minutes 07 seconds west along the south line of said Lot 42 I.T., a distance of 222.04 feet to a point of deflection; thence south 83 degrees 46 minutes 03 seconds west along the south line of said Lot 42 I.T., a distance of 281.60 feet to a point of deflection; thence south 89 degrees 52 minutes 59 seconds west along the south line of said Lot 42 I.T., a distance of 562.80 feet to the southwest corner of said Lot 42 I.T.; thence north 00 degrees 40 minutes 35 seconds west along the west line of said Lot 42 I.T., a distance of 414.01 feet to the southeast corner of said Lot 40 I.T.; thence north 89 degrees 30 minutes 38 seconds west along the south line of said Lot 40 I.T., a distance of 790.03 feet to a point of deflection; thence south 00 degrees 40 minutes 32 seconds east along the east line of said Lot 40 I.T., a distance of 414.00 feet to the southeast corner of said Lot 40 I.T.; thence north 89 degrees 30 minutes 37 seconds west along the south line of said Lot 40 I.T., a distance of 403.21 feet to a point of intersection with the east line of said Lot 4 I.T.; thence south 00 degrees 14 minutes 46 seconds east along the east line of said Lot 4 I.T., a distance of 50.00 feet to the southeast corner of said Lot 4 I.T.; thence north 89 degrees 30 minutes 37 seconds west along the south line of said Lot 4 I.T., a distance of 150.01 feet to the southwest corner of said Lot 4 I.T.; thence north 00 degrees 14 minutes 46 seconds west along the west line of said Lots 4 I.T. and 40 I.T., a distance of 1321.98 feet to the northwest corner of said Lot 40 I.T.; thence south 89 degrees 39 minutes 11 seconds east along the north line of said Lot 40 I.T., a distance of 1333.64 feet to the northeast corner of said Lot 40 I.T., thence north 00 degrees 40 minutes 35 seconds west along the west line of said Lot 42 I.T., a distance of 1325.47 feet to the

northwest corner of Lot 42 I.T.; thence north 89 degrees 47 minutes 53 seconds west along the south line of Lot 56 I.T., a distance of 1323.66 feet to the southwest corner of Lot 56 I.T.; thence north 00 degrees 25 minutes 55 seconds west along the west line of Lot 56 I.T., a distance of 1318.58 feet to the northwest corner of Lot 56 I.T.; thence south 89 degrees 57 minutes 42 seconds east along the north line of Lot 56 I.T., a distance of 343.46 feet to a point of deflection; thence south 08 degrees 04 minutes 26 seconds east along the east line of Lot 56 I.T., a distance of 165.28 feet to a point of deflection; thence south 16 degrees 01 minutes 11 seconds east along the east line of Lot 56 I.T., a distance of 44.97 feet to a point of deflection; thence south 40 degrees 01 minutes 36 seconds west along the east line of Lot 56 I.T., a distance of 30.00 feet to a point of deflection; thence south 49 degrees 58 minutes 24 seconds east along the east line of Lot 56 I.T., a distance of 99.99 feet to a point of deflection; thence north 40 degrees 01 minutes 36 seconds east along the east line of Lot 56 I.T., a distance of 28.97 feet to a point of deflection; thence south 48 degrees 01 minutes 52 seconds east along the east line of Lot 56 I.T., a distance of 215.96 feet to a point of deflection; thence south 43 degrees 00 minutes 18 seconds east along the east line of Lot 56 I.T., a distance of 1041.42 feet to a point of deflection, thence south 39 degrees 42 minutes 56 seconds east along the east line of Lot 56 I.T., a distance of 79.72 feet to a point of deflection; thence south 29 degrees 16 minutes 04 seconds east along the east line of Lot 56 I.T., a distance of 33.53 feet to a point of deflection; thence south 13 degrees 19 minutes 23 seconds east along the east line of Lot 56 I.T., a distance of 31.95 feet to a point of deflection; thence south 07 degrees 06 minutes 08 seconds east along the east line of Lot 56 I.T., a distance of 23.76 feet to a point of intersection with the north line of said Lot 42 I.T., thence south 89 degrees 49 minutes 04 seconds east along the north line of said Lot 42 I.T., a distance of 697.24 feet to a southwest corner of said remaining portion of Lot 50 I.T.; thence north 00 degrees 10 minutes 56 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 130.00 feet to a point of deflection; thence south 89 degrees 49 minutes 04 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 31.33 feet to a point of deflection; thence north 00 degrees 10 minutes 56 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 379.00 feet to a point of deflection; thence north 15 degrees 17 minutes 08 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 193.40 feet to a point of deflection; thence north 01 degrees 39 minutes 50 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 102.28 feet to a point of deflection; thence south 65 degrees 34 minutes 11 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 76.00 feet to a point of deflection; thence north 24 degrees 25 minutes 49 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 120.00 feet to a point of deflection; thence north 65 degrees 34 minutes 11 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 29.00 feet to a point of deflection; thence north 24 degrees 25 minutes 49 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 158.71 feet to a point of deflection, thence north 29 degrees 33 minutes 43 seconds east along the west line of said remaining portion of Lot 50 I.T., a distance of 36.21 feet to a point of deflection; thence north 65 degrees 34 minutes 11 seconds east along the west line

of said remaining portion of Lot 50 I.T., a distance of 122.71 feet to a point of deflection; thence north 24 degrees 25 minutes 49 seconds west along the west line of said remaining portion of Lot 50 I.T., a distance of 73.45 feet to a point of deflection; thence south 78 degrees 29 minutes 26 seconds east, a distance of 621.26 feet to a point; thence south 89 degrees 48 minutes 52 seconds east, a distance of 195.52 feet to a point; thence north 00 degrees 11 minutes 08 seconds east, along a westerly line of said Lot 50 I.T. and its extension, a distance of 1127.78 feet to a point of deflection; thence south 89 degrees 48 minutes 52 seconds east, a distance of 1089.67 feet to the true point of beginning. Said tract contains a calculated area of 282.88 acres, or 12,322,242.64 square feet more or less.





# C E R T I F I C A T E

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

I, Paul A. Malzer, City Clerk of the City of Lincoln, Nebraska, do certify that the above and foregoing is a true and correct copy of RESOLUTION NO. A-79751

APPROVING AN ANNEXATION AGREEMENT BET. THE CITY & PINE LAKE DEVELOPMENT WITH REGARD TO THE ANNEXATION OF APPROX. 340.23 ACRES OF PROPERTY GENERALLY LOCATED BET. OLD CHENEY RD. & PINE LAKE RD. WEST OF S. 98TH.

as passed and approved by the City Council of the City of Lincoln, Nebraska, at its meeting held SEPTEMBER 27, 1999 as the original appears of record in my office, and is now in my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 8TH day of OCTOBER, 19 99.

  
CITY CLERK - CITY OF LINCOLN, NEBRASKA