

\$232.00

*Dan J. Jette*  
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## ROKEBY ROAD CONNECTION AGREEMENT

This Rokeby Road Connection Agreement ("Agreement") is made and entered as of this 29<sup>th</sup> day of December, 1999, by and between **Lola H. Sievers, Sonia S. Heckel and Jerold L. Sievers**, Co-Trustees ("collectively Trustees"), and **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company ("Wilderness Ridge").

WHEREAS, Wilderness Ridge is seeking Final Approval from the City of the Wilderness Ridge Preliminary Plat/Special Permit for Recreational/Facility CUP and said Preliminary Plat shows on its southern boundary Rokeby Road right-of-way;

WHEREAS, the Property Owner and Wilderness Ridge desire to record their agreements for the design, dedication, easements, grading, drainage, construction and funding responsibilities of the street, sanitary sewer, water line and sidewalks in said Rokeby Road right-of-way;

WHEREAS, Trustees do not desire to tap or connect in the immediate near future any street, sanitary sewer, water line and sidewalks in said Rokeby Road right-of-way; and has elected as of this date not to fund and finance the Property Owner's Prorated Cost of said improvements;

WHEREAS, subject to the terms of this Agreement, Wilderness Ridge agrees to pay the Prorated Cost for Trustees;

WHEREAS, Trustees agree to reimburse Wilderness Ridge the Prorated Cost for said improvements in Rokeby Road in the event Trustees or their Successors or Assigns ever taps to or connects to said improvements in Rokeby Road, subject to the terms and conditions of this Agreement and

WHEREAS, Wilderness Ridge intends to execute a similar Rokeby Road Connection Agreement with the Neighbor Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. Definitions.

**Agreement** - This Rokeby Road Connection Agreement.

**City** - City of Lincoln, Nebraska, a Nebraska municipal corporation.

**Connection Fee** - For said tract shall equal the Prorated Costs for said tract as determined by the Engineer, using its professional judgment.

*Seacrest & Kalkowski*  
1111 Lincoln Mall, Ste 350  
68508

**Default Rate** - An interest rate of fourteen percent (14%) per annum

**Engineer** - Olsson Associates, Lincoln, Nebraska, or replacement engineer.

**Final Approval** - Approval by the City of Lincoln that has not been appealed from within the time provided by law for such appeals, or that any such appeal has been conclusively denied or discussed.

**Government Permit** - Use permit, special permit, preliminary plat, final plat, community unit plan, planned unit development, or similar governmental action involving the land development on a Party's tract of land.

**Governmental Actions** - Final Action on the City's approval of Wilderness Ridge Preliminary Plat/Special Permit for Recreational/Facility CUP.

**Grading** - The design, grading construction, drainage improvements, removal of trees and vegetation, revegetation, temporary removal and replacement of boundary line fences, right-of-way and easements for a City two-lane urban design standard residential Street and Sidewalk in Rokeby Road, for lowering the grade of the knob hill located on Trustees Tract to allow said Rokeby Road to be built without cut or fill retaining walls and with approximately 3 to 1 side slopes on the Trustees Tract, and to provide for proper drainage and to permit proper gravity flow of sanitary sewer lines as shown on the Site Plan and Grading Plan.

**Grading Plan** - The Grading Plan as prepared by the Engineer and approved by the City for the necessary Grading of the Wilderness Ridge Tract and Trustees Tract, as initially shown on Exhibit "D".

**Neighbor Owner** - John D. VerMaas and Janice J. VerMaas, husband and wife.

**Properties** - Trustees Tract and Wilderness Ridge Tract.

**Property Owner or Property Owners** - individually and collectively Trustees or Wilderness Ridge.

**Prorated Costs** - Includes the Engineer prorating the following two items:

(1) The proration of the actual costs (based upon Engineer's certification of completion) for one-half of Rokeby Road, including one-half of the Grading, Sewer Extension, Street and Water Main in the right-of-way of Rokeby Road that jointly abuts the Wilderness Ridge Tract with the Trustees Tract. This first set of prorations shall be allocated between Trustees Tract and Wilderness Ridge Tract based upon the respective tract's front lineal footage abutting said improvements in the Rokeby Road right-of-way;

(2) The number of square feet of the abutting sixty feet wide Rokeby Road right-of-way abutting the Trustees Tract that was located on Wilderness Ridge Tract that exceeded thirty feet width times \$0.34 per square foot (\$15,000 an acre ÷ 43,560 square feet per area = \$0.34 per square foot).

**Public Right-of-way Dedication, Permanent Easement and Temporary Easement** - See Exhibit "B-1" and Exhibit B-2", which are attached hereto and incorporated herein by this reference.

**Rokeby Road** - Includes the Grading, Sewer Extension, Street and Water Main in the right-of-way of Rokeby Road that jointly abuts the Wilderness Ridge Tract with the Trustees Tract and the Grading that is necessary to allow said Rokeby Road to be built without cut or fill retaining walls and to allow proper drainage and gravity flow of sanitary sewer lines as shown on the Site Plan and Grading Plan.

**Sewer Extension** - Design, construction, revegetation, dedication, easements and right-of-way acquisition for an anticipated 8-inch diameter sanitary sewer line in Rokeby Road right-of-way as shown on the Site Plan and the Grading Plan.

**Sidewalks** - Design, final grading, revegetation, drainage, construction, dedication, easements and right-of-way acquisition for the sidewalks and street trees within both edges of Rokeby Road right-of-way; provided that Wilderness Ridge, or their Successors and Assigns will be responsible to construct and install the street trees and concrete for the north side sidewalk, at its expense, as part of the Governmental Permit for the Wilderness Ridge Tract and Trustees, their Successors and Assigns will be responsible to construct and install the street trees and concrete for the south side sidewalk, at its expense, as part of the Government Permit for the Trustees Tract.

**Site Plan** - The concept plan for the Properties as shown on Exhibit "C", which is attached hereto and incorporated herein by this reference; provided that, said concept plan may be amended by any party, subject to any necessary City Final Approval of a Governmental Permit.

**Street** - Design, construction, final grading, revegetation, storm sewers, ornamental street lighting, relocation of LES three phase electric line, street trees, drainage, dedication, easements and right-of-way acquisition for an anticipated extension of Rokeby Road in Rokeby Road right-of-way from South 27<sup>th</sup> Street west to Sundown Drive as a two lane residential urban standard street based upon the Site Plan and the Grading Plan.

**Successors and Assigns** - The Property Owners respective heirs, devisees, personal representatives, successors and assigns.

**Trustees Tract** - See Exhibit "A", which is attached hereto and incorporated herein by this reference, the record owners are Trustees.

**VerMaas Tract** - See Exhibit "A", owner of record is VerMaas.

**Water Main** - Design, construction, revegetation, dedication, easements and right-of-way acquisition for an anticipated 6-inch diameter water line in Rokeby Road right-of-way as shown on the Site Plan and the Grading Plan.

**Wilderness Ridge Tract** - See Exhibit "A", owner of record is Wilderness Ridge.

2. Right-of-way; Governmental Actions. This Agreement is contingent upon the City of Lincoln granting Final Approval of the Governmental Actions that generally shows the north 50 feet and north 40 feet of the proposed 60 feet wide Rokeby Road right-of-way on the Wilderness Ridge Tract and the south 10 feet of the proposed 60 feet wide right-of-way on the VerMaas Tract and the south 20 feet of the proposed 60 feet wide right-of-way on the Trustees Tract as shown on the Site Plan; provided that at the intersection of Rokeby Road and South 27<sup>th</sup> Street, the north 30 feet of the proposed 60 feet wide right-of-way is located on the Wilderness Ridge Tract and the south 30 feet of the proposed 60 feet wide right-of-way is located on the VerMaas Tract and said right-of-way will safely shift back to 50 feet and 10 feet respectively pursuant to the City of Lincoln's design standards as generally shown on the Site Plan. Wilderness Ridge warrants and represents to Trustees that Wilderness Ridge will use its best efforts to seek Final Approval of the Governmental Actions and Trustees warrants and represents to Wilderness Ridge that Trustees will not publicly oppose Wilderness Ridge's requested Governmental Actions as described in this paragraph.

3. Grading Plans; Grading. The Engineer has prepared the Grading Plans, which are subject to City review and approval. After completion of the approved Grading Plans, Wilderness Ridge will grade the Wilderness Tract and Rokeby Road right-of-way (including the knob hill located on the Trustees Tract) located on Trustees Tract pursuant to the Site Plan and Grading Plan. Upon completion of the applicable graded area, Wilderness Ridge shall revegetate the newly graded area. Unless otherwise agreed by the Parties, any revegetation associated with the initial Grading of the Trustees Tract will be with a fescue grass blend and planted and care for in such a fashion as to insure that the revegetated grass blend will be established one year after completion of the initial Grading on Trustees Tract.

4. Construction. Based upon market and business conditions, Wilderness Ridge will be constructing the necessary infrastructure improvements on the Wilderness Tract in phases, generally final platting from north to south. It is anticipated that Rokeby Road may, but not necessarily, be the last final plat phase of infrastructure improvements constructed by Wilderness Ridge.

5. Prorated Costs. Within sixty (60) days of completion of Rokeby Road, the Engineer shall calculate the Prorated Costs for the Trustees Tract and said Prorated Costs shall be the Connection Fee and shall be incorporated into an Affidavit by the Engineer and filed of record within said sixty (60) day period against said tract to state the Trustees Tract actual Connection Fee under the terms of this Agreement .

6. Connection Fee. Wilderness Ridge agrees to fund and finance Rokeby Road conditioned upon the City's Final Approval of the Governmental Actions and the construction of Rokeby Road. In the event Trustees, or their respective Successors or Assigns, or a party with an interest in the Trustees Tract, ever seeks to tap or connect to Rokeby Road for a utility service or access, including without limitation, a water line or service, sewer line or service, road, driveway or access connection or tap to said Rokeby Road, then said party agrees to pay and reimburse (without demand, notice or presentation) Wilderness Ridge a Connection Fee (in cash or certified funds) prior to or at the time of said connection or tap. The Connection Fee for Trustees Tract shall equal the Prorated Costs for said tract based upon the Engineer's Affidavit filed pursuant to paragraph 5 above. Failure to pay the entire Connection Fee prior to, or at the time of connection or tap shall be a default (without demand or notice) herein and the Connection Fee hereunder shall then bear interest at the Default Rate from the date of the first connection or tap.. In the event of Trustees' failure to pay the Connection Fee (and Default Rate, if any) when due, and only when due, then shall the Connection Fee (and Default Rate, if any) be secured by the mortgage lien described in paragraph 12 below.

7. Easements. The parties shall fully support and cooperate on the design, grading and construction of Rokeby Road and execute and deliver any and all the necessary public right-of-way dedications (deed or plat), permanent easements and temporary easements for right-of-way, tree and vegetation removal, revegetation, temporary removal and replacement of boundary line fences, construction, soil cuts and fills, reconstruction, maintenance, operation, repair and replacement of Rokeby Road to the City of Lincoln and/or Wilderness Ridge, without additional consideration on a form substantially similar to the Public Right-of-way Dedications, Permanent Easement and Temporary Easement which are attached hereto as Exhibit "B-1" and Exhibit "B-2" and incorporated herein by this reference. Within thirty (30) days of the determination of the necessary legal descriptions for the Public Right-of-way Dedications, Permanent Easement and Temporary Easement by the Engineers, the Property Owner will execute, reexecute, notarize and deliver the Public Right-of-way Dedications, Permanent Easement and Temporary Easement to the City and/or Wilderness Ridge. Trustees hereby expressly consent to the removal of the trees and vegetation along their tract's north boundary line as part of the Grading of Rokeby Road right-of-way.

8. Further Assurances. Each of the undersigned Property Owners 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. Failure by any Property Owner to demand strict adherence to this Agreement shall not constitute a waiver of any obligation, nor shall any Property Owner be estopped from enforcing its terms in the future.

9. Time of the Essence. Time is of the essence.

10. Binding; Recording. This Agreement shall be filed of record and be binding upon and inure to the benefit of the Property Owners hereto, and their respective Successors and Assigns and shall inure to and shall run with the Trustees Tract and Wilderness Ridge Tract. The mortgage lien described herein shall only be granted, arise, attach and be enforceable, as described in

paragraph 6 above and paragraph 12 below. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

11. Notices. Any notice, payment or request which the undersigned party is respectively required or desires to give or make shall be in writing to the address stated below the parties' signature and shall be given or made by personally delivering the notice or mailing the notice by first class mail, certified or regular mail, return receipt requested, postage prepaid, to the party who should receive the notice. Any party hereto may change its address for notification purposes by written notice to all other parties hereto by the manner and method set forth within this section.

12. Remedies and Mortgage Lien. In the event the Trustees or its Successors and Assigns fails to pay the Connection Fee as set forth herein and the Default Rate, if any, then Wilderness Ridge may prosecute any proceeding at law or in equity against said party, and seek to prevent said party, or any other party from tapping, connecting, or constructing a utility line, road or driveway to said Rokeby Road, or to recover damages, or both. In the event Trustees or its Successors and Assigns fail to pay the Connection Fee when due hereunder, then Trustees or its Successors and Assigns hereby grant to Wilderness Ridge a mortgage lien upon the Trustees Tract to secure the payment of the Connection Fee and any Default Rate. It is specifically understood and agreed that in the event Trustees or its Successors and Assigns legally subdivide and convey a portion of the Trustees Tract to any third party and subsequently said third party fails to pay the Connection Fee and Default Rate, if any, then the mortgage lien referred to herein shall attach only to the property of the third party and not to the balance of the Trustees Tract. In the event Trustees or its Successors and Assigns legally subdivide and convey a portion of the Trustees Tract to any third party and subsequently said Trustees or its Successors and Assigns fails to pay the Connection Fee and Default Rate, if any, then the mortgage lien referred to herein shall attach only to the property of the Trustees or its Successors and Assigns and not to the property of the third party. Trustees warrant and represent to Wilderness Ridge that Trustees are the fee simple owner of the Trustees Tract.

13. Entire Agreement. This Agreement contains the entire agreement of the undersigned Property Owners. This Agreement cannot be modified or amended unless reduced to writing which is executed by all the undersigned Property Owners.

14. Termination. This Agreement shall automatically terminate and be of no force or effect upon Wilderness Ridge's receipt of full payment of the Connection Fee and Default Rate, if any, which may be due hereunder pursuant to the terms of this Agreement. The Public Right-of-way Dedication, Permanent Easement and Temporary Easement shall survive the termination of this Agreement pursuant to the terms contained in the Public Right-of-way Dedication, Permanent Easement and Temporary Easement.

This Agreement is made as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 15<sup>th</sup> day of February, ~~1999~~ 2000

TRUSTEES

Lola H. Sievers  
**LOLA H. SIEVERS, Co-Trustee**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sonia S. Heckel  
**SONIA S. HECKEL, Co-Trustee**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jerold L. Sievers  
**JEROLD L. SIEVERS, Co-Trustee**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WILDERNESS RIDGE

**WILDERNESS RIDGE, L.L.C.,** a  
Nebraska limited liability company

By: **RIDGE DEVELOPMENT  
COMPANY,** a Nebraska corporation,  
Member

By: Thomas E. White  
Thomas E. White  
President of Development

By: J. Bruce Wright  
**J. BRUCE WRIGHT** John C. Brager  
Vice President of Construction  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: **SOUTHVIEW, INC.,** a Nebraska  
corporation, Member

By: Gerald L. Schleich  
Gerald L. Schleich, President

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

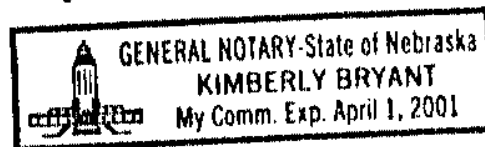
By: **LARGE PARTNERSHIP, Ltd.,** a  
Nebraska limited partnership, Member

By: Richard L. Large  
Richard L. Large, General Partner  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 18 day of January, ~~1999~~<sup>2000</sup>, by  
**Lola H. Sievers**, as Co-Trustee..

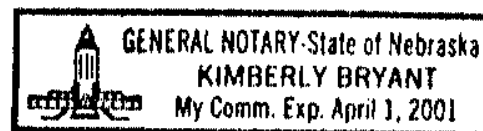
Kimberly Bryant  
Notary Public



STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 18 day of January, ~~1999~~<sup>2000</sup>, by  
**Sonia S. Heckel**, as Co-Trustee.

Kimberly Bryant  
Notary Public

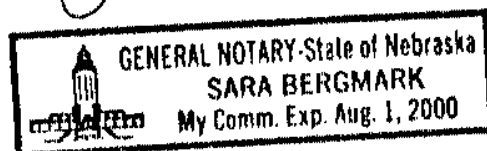




STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

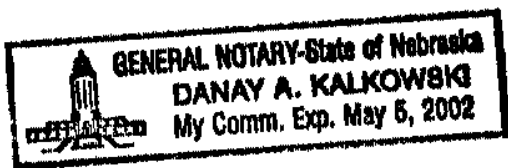
The foregoing was acknowledged before me this 20 day of January, <sup>2000</sup>~~1999~~, by **Jerold L. Sievers**, as Co-Trustee.

Sara Bergmark  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

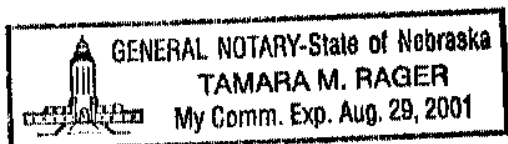
The foregoing was acknowledged before me this 11 day of February, <sup>2000</sup>~~1999~~, by **Thomas E. White**, President of Development of Ridge Development Company, a Nebraska corporation, as a Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

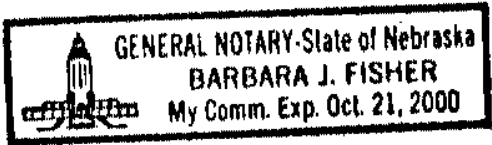
<sup>2000</sup>~~1999~~ The foregoing was acknowledged before me this 14 day of February, <sup>2000</sup>~~1999~~, by **John C. Brager**, President of Construction of Ridge Development Company, a Nebraska corporation, as a Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.



Tamara M. Rager  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

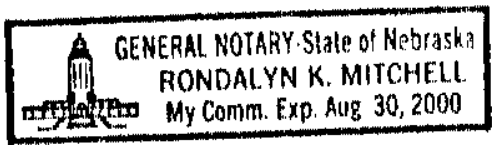
The foregoing was acknowledged before me this 11<sup>th</sup> day of February, <sup>2000</sup>~~1999~~, by Gerald L. Schleich, President of Southview, Inc., a Nebraska, corporation, on behalf of the corporation as a Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.



Barbara J. Fisher  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 15<sup>th</sup> day of February, <sup>2000</sup>~~1999~~, by Richard L. Large, General Partner of Large Partnership, Ltd., a Nebraska limited partnership, as a Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.



Rondalyn K. Mitchell  
Notary Public

**EXHIBIT "A"**

**Legal Descriptions**

**Trustees Tract**--Lot 73, I.T., Section 36, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska.

**VerMaas Tract**--Lot 74, I.T. Section 36, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska.

**Wilderness Ridge**—See next page

# WILDERNES RIDGE

## LEGAL DESCRIPTION

LOT 1 I.T., LOT 4 I.T., LOT 9 I.T., LOT 14 I.T., LOT 16 I.T., LOT 18 I.T., LOT 21 I.T., LOT 24 I.T., LOT 27 I.T., LOT 28 I.T., LOT 29 I.T., LOT 30 I.T., THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW4,SE4), A PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER, (N2,S2,SW4), ALL LOCATED IN SECTION 25, AND LOT 62 I.T., LOCATED IN SECTION 24, TOWNSHIP 9 NORTH RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A NORTHEAST CORNER OF LOT 27 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 27 I.T., AND SAID LOT 28 I.T., A DISTANCE OF 1274.72' TO THE NORTHEAST CORNER OF SAID LOT 29 I.T.; THENCE SOUTH 00 DEGREES 38 MINUTES 43 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 29 I.T., A DISTANCE OF 818.58' TO AN EAST CORNER OF SAID LOT 29 I.T.; THENCE SOUTH 00 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 29 I.T., A DISTANCE OF 506.12' TO THE NORTHEAST CORNER OF SAID LOT 30 I.T.; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 30 I.T., A DISTANCE OF 293.88' TO A POINT OF DEFLECTION; THENCE SOUTH 00 DEGREES 50 MINUTES 02 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 30 I.T., A DISTANCE OF 696.92' TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 18 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 30 I.T., A DISTANCE OF 17.00'; TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 30 I.T., A DISTANCE OF 300.00' TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 18 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 30 I.T., A DISTANCE OF 17.00' TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 30 I.T., A DISTANCE OF 1353.12' TO THE SOUTHEAST CORNER OF SAID LOT 30 I.T.; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 30 I.T., AND 9 I.T., A DISTANCE OF 2020.16' TO THE SOUTHWEST CORNER OF SAID LOT 9 I.T.; THENCE NORTH 28 DEGREES 36 MINUTES 46 SECONDS WEST ALONG THE WEST LINES OF LOTS 9 I.T., 16 I.T., 14 I.T., 18 I.T., 24 I.T., 21 I.T., AND LOT 62 I.T., A DISTANCE OF 6604.66' TO A WEST CORNER OF SAID LOT 62 I.T.; THENCE NORTH 00 DEGREES 10 MINUTES 31 SECONDS WEST ALONG A WEST LINE OF SAID LOT 62 I.T., A DISTANCE OF 64.78' TO THE NORTHWEST

CORNER OF SAID LOT 62 I.T.; THENCE NORTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 62 I.T., A DISTANCE OF 117.27' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00', ARC LENGTH OF 274.61', DELTA ANGLE OF 44 DEGREES 57 MINUTES 15 SECONDS, A CHORD BEARING OF SOUTH 67 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 62 I.T., AND A CHORD LENGTH OF 267.62' TO A POINT OF TANGENCY; THENCE SOUTH 45 DEGREES 13 MINUTES 22 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 62 I.T., A DISTANCE OF 348.97' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 898.83', ARC LENGTH OF 697.04', DELTA ANGLE OF 44 DEGREES 25 MINUTES 57 SECONDS, A CHORD BEARING OF SOUTH 67 DEGREES 26 MINUTES 02 SECONDS EAST ALONG A NORTH LINE OF SAID LOTS 62 I.T., AND 21 I.T., AND A CHORD LENGTH OF 679.70' TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 21 I.T., A DISTANCE OF 43.29' TO THE NORTHEAST CORNER OF SAID LOT 21 I.T.; THENCE NORTH 79 DEGREES 07 MINUTES 00 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 1 I.T., A DISTANCE OF 87.27' TO A POINT OF DEFLECTION; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 1 I.T., A DISTANCE OF 1229.81' TO THE NORTHEAST CORNER OF SAID LOT 1 I.T.; THENCE NORTH 00 DEGREES 01 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 28 I.T., A DISTANCE OF 33.00' TO THE NORTH CORNER OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 28 I.T., A DISTANCE OF 1287.04' TO A NORTHEAST CORNER OF SAID LOT 28 I.T.; THENCE SOUTH 00 DEGREES 01 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 28 I.T., A DISTANCE OF 33.00' TO THE NORTHWEST CORNER OF SAID LOT 27 I.T.; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 27 I.T., A DISTANCE OF 1144.28' TO A NORTHEAST CORNER OF SAID LOT 27 I.T.; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, ALONG A EAST LINE OF SAID LOT 27 I.T., A DISTANCE OF 17.00' TO A NORTH CORNER OF SAID LOT 27 I.T.; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 27 I.T., A DISTANCE OF 150.00' TO A NORTHEAST CORNER OF SAID LOT 27 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 18,383,764.39 SQUARE FEET OR 422.04 ACRES MORE OR LESS.

F:\Projects\950444\DOC\LEGAL99.TXT  
January 20, 1999

nka WILDERNES RIDGE 61-1-70, 62-1-1-65, 63-1-1-40, 64-1-1-65, 65-1-1-01A-M

EXHIBIT "B-1"

**PUBLIC RIGHT-OF-WAY DEDICATION, PERMANENT EASEMENT AND  
TEMPORARY EASEMENT**

KNOW ALL PERSON BY THESE PRESENTS:

That, **Lola H. Sievers, Sonia S. Heckel and Jerold L. Sievers**, Co-Trustees, herein collectively called "*Grantor*", whether one or more, record owner of the real property legally described as Lot 73, I.T., Section 36, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and the *Grantee*, as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA a municipal corporation, its successors and assigns, herein called "*Grantee*", the following Public Dedication, Permanent Easement and Temporary Easement:

A. PUBLIC DEDICATION:

The following Rokeby Road right-of-way is hereby quit claimed to the Grantee and dedicated to the public:

*See Exhibit "B-1A" attached hereto and incorporated herein by this reference ("Dedication Premises").*

B. PERMANENT EASEMENT:

The RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, grade, maintain, operate, and replace a storm sewer, sanitary sewer, water line, utilities, street, sidewalk, street trees and appurtenances thereto belonging ("collectively "Infrastructure"), over and through and the following described real property, to-wit:

*See Exhibit "B-1B" attached hereto and incorporated herein by this reference ("Easement Premises").*

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, Nebraska, its successors and assigns, so long as such Infrastructure shall be maintained, together with the right of ingress and egress to said Easement Premises from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said Infrastructure and appurtenances thereto, located thereon, in whole or in part, at the will of *Grantee*, it being the intention of the parties hereto that *Grantor* is hereby granting the uses herein specified without divesting *Grantor* of title and ownership of the rights to use and enjoy the Easement Premises for any purpose except the construction thereon of permanent buildings, subject only to the right of *Grantee* to use the same for purposes herein expressed, and subject to any prior leases or

easements of record heretofore granted to other parties. *Grantor* shall be entitled to plant under story canopy vegetation in the Easement Premises, including, but not limited to, small canopy trees, bushes and ground cover vegetation regimes. *Grantee* shall restore or replace any and all under story canopy vegetation, damaged or destroyed by *Grantee* in the Easement Premises in the course of constructing, reconstructing, inspecting, repairing, maintaining, operating, and replacing said Infrastructure with like vegetation or compensate *Grantor* for the difference in cost between the vegetation that was damaged or destroyed and the vegetation it was replaced with. *Grantee* shall also restore or replace any and all paving or other improvements, excluding permanent buildings, that are damaged or destroyed by *Grantee* in the Easement Premises in the course of constructing, reconstructing, inspecting, repairing, maintaining, operating, and replacing said Infrastructure with like paving and improvements.

### C. TEMPORARY EASEMENT:

The RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of the Infrastructure, and appurtenances thereto belonging, over and through the following described real property, to-wit:

*See Exhibit "B-1C" attached hereto and incorporated herein by this reference.*

As a further consideration of this grant, the *Grantee* herein agrees as follows:

1. That immediately following the initial construction hereinabove referred to, the *Grantee* will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
2. That in the event fences, driveway or permanent buildings of the *Grantor* are removed or damaged by the *Grantee's* agents during the initial construction, the *Grantee* will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That following completion of construction, the *Grantee* will cause the prompt restoration to smooth surface contours and neat condition.
4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the completion of construction, final inspection and acceptance of the Infrastructure hereinabove mentioned, and the performance by the *Grantee* of the conditions and covenants herein set out.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

<sup>2000</sup>  
~~1999~~ IN WITNESS WHEREOF, we have hereunto set our hands this 20 day of January

GRANTOR

Lola H. Sievers  
**LOLA H. SIEVERS, Co-Trustee**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

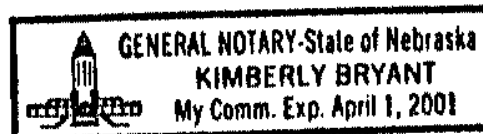
Sonia S. Heckel  
**SONIA S. HECKEL, Co-Trustee**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jerold L. Sievers  
**JEROLD L. SIEVERS, Co-Trustee**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 12 day of January, <sup>2000</sup>~~1999~~, by **Lola H. Sievers, as Co-Trustee..**

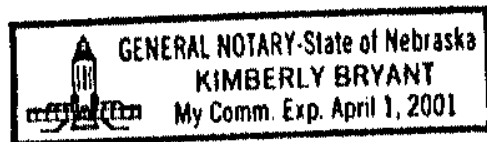
Kimberly Bryant  
Notary Public



STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 18 day of January, <sup>2000</sup>~~1999~~, by  
**Sonia S. Heckel**, as Co-Trustee.

Kimberly Bryant  
Notary Public



STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 20 day of January, <sup>2000</sup>~~1999~~, by  
**Jerold L. Sievers**, as Co-Trustee.

Sara Bergmark  
Notary Public

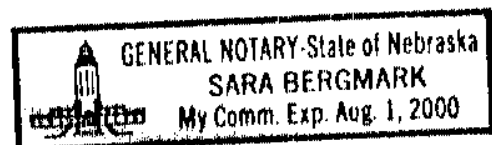




EXHIBIT "B-1A"

LEGAL DESCRIPTION  
LOT 73 I.T.  
R.O.W.

A LEGAL DESCRIPTION FOR RIGHT-OF-WAY PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 73 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 74 I.T., THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 742.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 73 I.T., A DISTANCE OF 10.00 FEET TO A POINT, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 270.00 FEET, ARC LENGTH OF 49.36 FEET, DELTA ANGLE OF 10 DEGREES 28 MINUTES 31 SECONDS, A CHORD BEARING OF SOUTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 49.30 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 330.00 FEET, ARC LENGTH OF 60.33 FEET, DELTA ANGLE OF 10 DEGREES 28 MINUTES 31 SECONDS, A CHORD BEARING OF SOUTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 60.25 FEET TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 884.04 FEET TO A POINT, THENCE NORTH 00 DEGREES 21 MINUTES 11 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 38 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE NORTH LINE OF SAID LOT 73 I.T., A DISTANCE OF 993.12 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 19,335.35 SQUARE FEET SQUARE FEET MORE OR LESS.

JUNE 7, 1999

F:\Projects\950444\MIKE\73ITROW.L01

LOT 73 I.T.

A = 1878.31°  
R = 330.00°  
T = 30.25°  
L = 60.33°  
CH = 8850655TL  
LC = 60.25°

LOT 74 I.T.

A = 1078.31°  
R = 270.00°  
T = 24.75°  
L = 49.36°  
CH = 5850655TW  
LC = 49.30°

SE CORNER  
25-9-6

SOUTH 27TH STREET

EXHIBIT "B-1B"

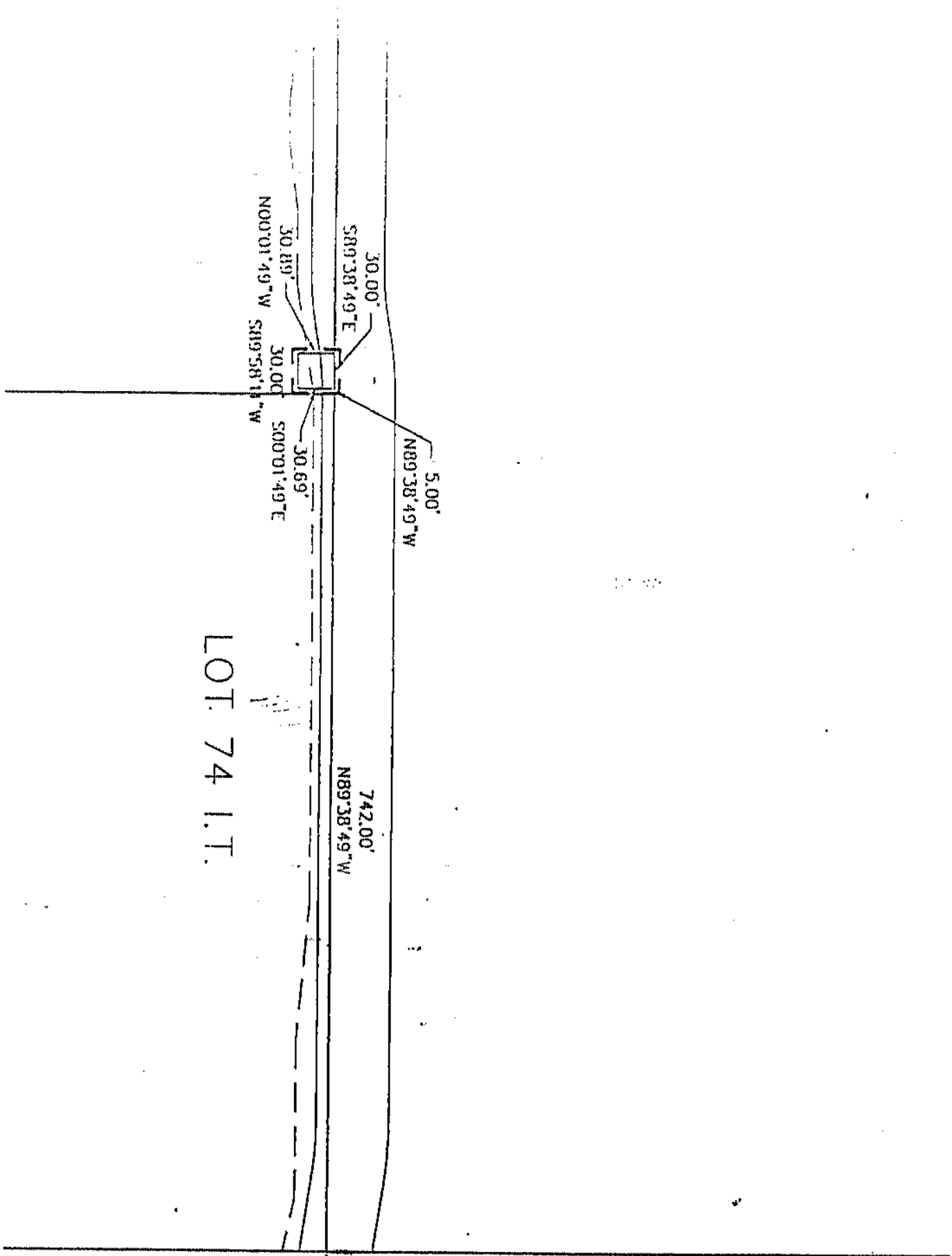
**LEGAL DESCRIPTION  
LOT 73 I.T.  
PUBLIC STORM SEWER EASEMENT**

A LEGAL DESCRIPTION FOR PUBLIC STORM SEWER EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 73 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 74 I.T., THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 74 I.T., A DISTANCE OF 742.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 I.T., THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 73 I.T., A DISTANCE OF 5.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 01 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.69 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.89 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 73 I.T., THENCE SOUTH 89 DEGREES 38 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 73 I.T., A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 923.56 SQUARE FEET MORE OR LESS.

JUNE 10, 1999

F:\Projects\930444\MIKEA73ITSTML01



LOT 74 I.T.

— SOUTH — 27TH — STREET — — — — —

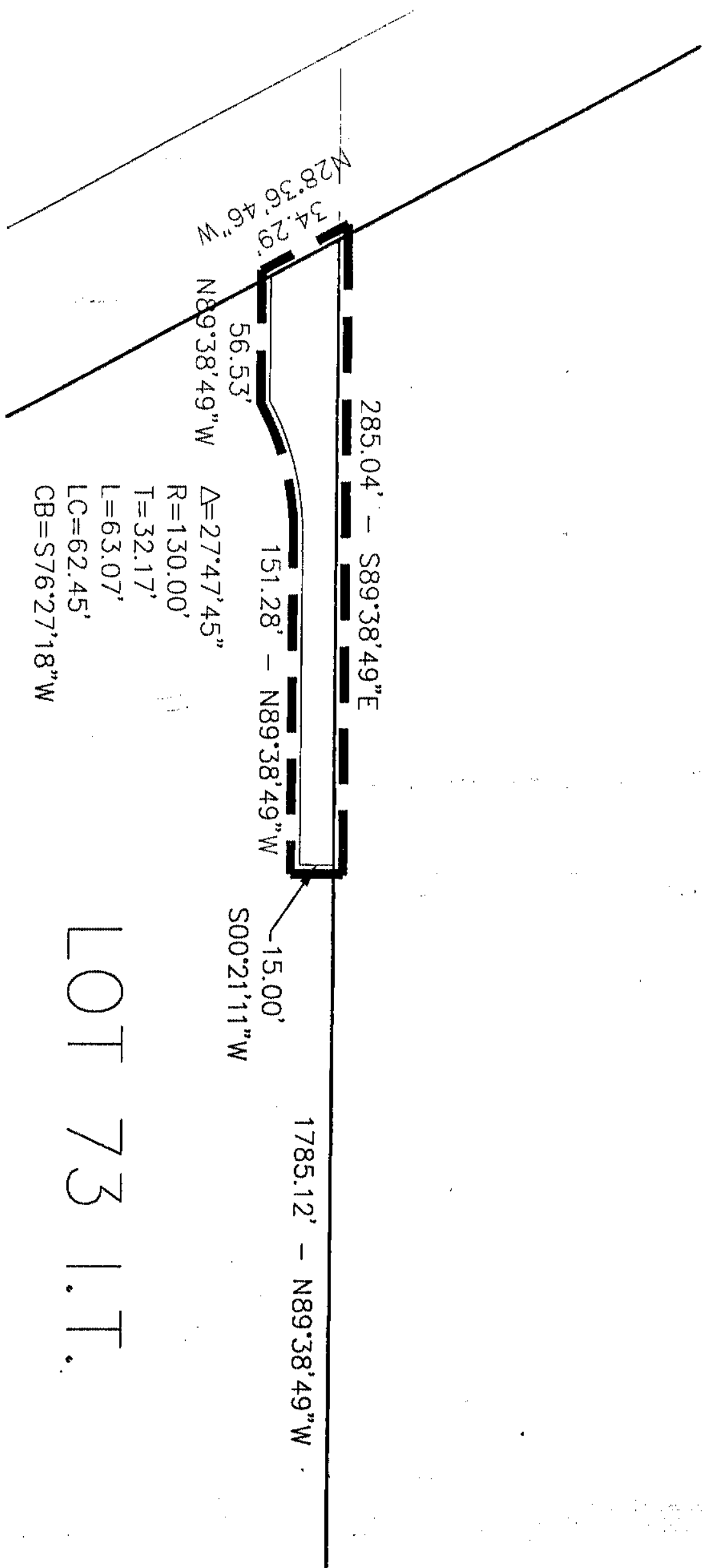
SE CORNER  
25-9-6  
50.00' N89°38'49"W

**LEGAL DESCRIPTION  
LOT 73 I.T.  
STORM SEWER AND SANITARY SEWER  
EASEMENT**

A PORTION OF LOT 73 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE WESTERLY ALONG AN ASSUMED BEARING, NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1785.12 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 151.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 130.00 FEET, ARC LENGTH OF 63.07 FEET, DELTA ANGLE OF 27 DEGREES 47 MINUTES 45 SECONDS, A CHORD BEARING OF SOUTH 76 DEGREES 27 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 62.45 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 56.53 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 73 I.T., THENCE NORTH 28 DEGREES 36 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 73 I.T., A DISTANCE OF 34.29 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 38 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 285.04' FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 5,419.35 SQUARE FEET MORE OR LESS.

15 October 1999  
F:\Projects\95044\MIKE\STORMEASE



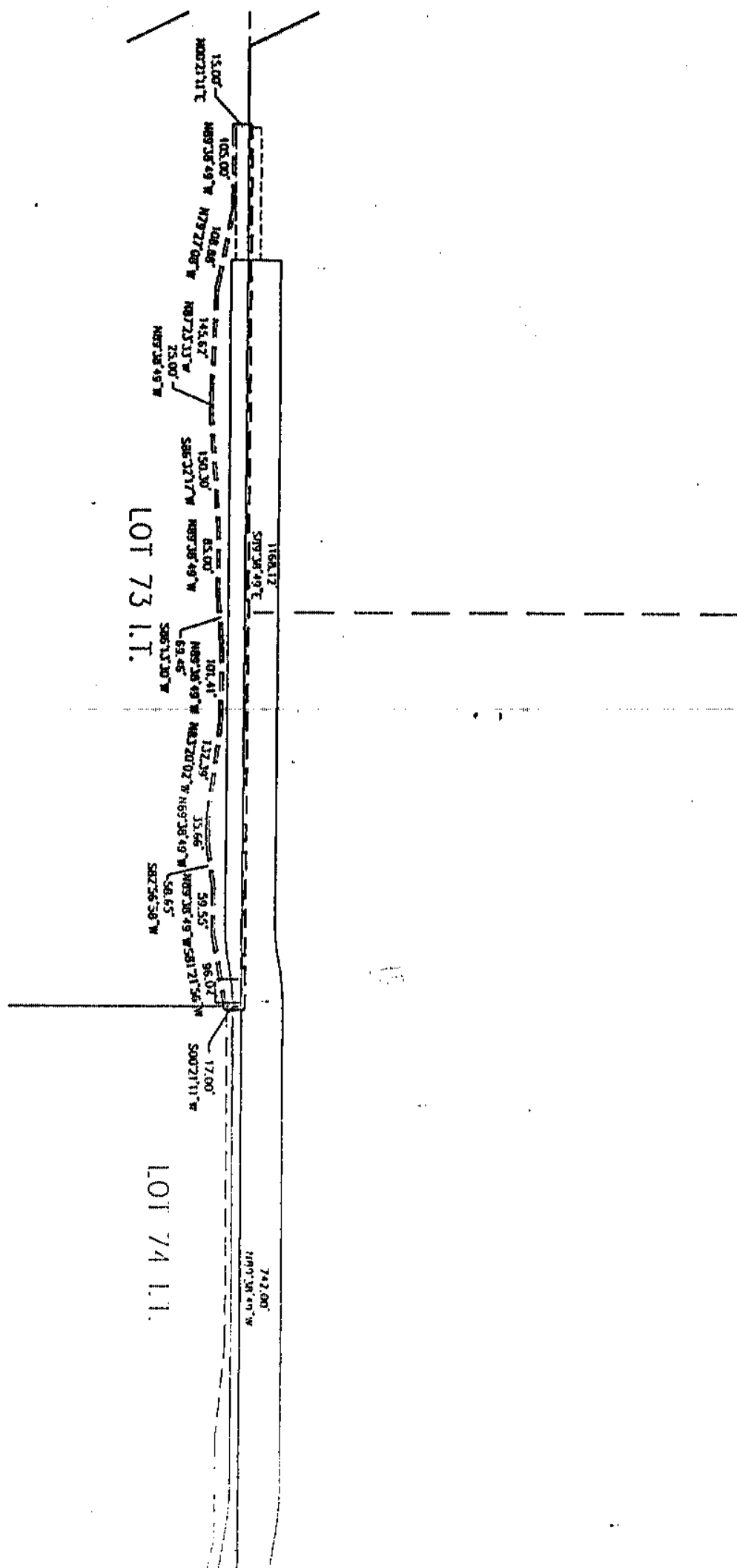
LOT 73 I.T.

EXHIBIT "B-1C"

LEGAL DESCRIPTION  
LOT 73 I.T.  
TEMPORARY CONSTRUCTION EASEMENT

A LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 73 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 74 I.T., THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 74 I.T., A DISTANCE OF 742.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, A DISTANCE OF 17.00 FEET TO A POINT, THENCE SOUTH 81 DEGREES 22 MINUTES 32 SECONDS WEST, A DISTANCE OF 96.13 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 59.55 FEET TO A POINT, THENCE SOUTH 82 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 58.65 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 35.66 FEET TO A POINT, THENCE NORTH 83 DEGREES 20 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.39 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 101.41 FEET TO A POINT, THENCE SOUTH 86 DEGREES 13 MINUTES 30 SECONDS WEST, A DISTANCE OF 69.46 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 85.00 FEET TO A POINT, THENCE SOUTH 86 DEGREES 32 MINUTES 17 SECONDS WEST, A DISTANCE OF 150.30 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT, THENCE NORTH 87 DEGREES 23 MINUTES 33 SECONDS WEST, A DISTANCE OF 145.62 FEET TO A POINT, THENCE NORTH 79 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 108.88 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 21 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 73 I.T., THENCE SOUTH 89 DEGREES 38 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 73 I.T., A DISTANCE OF 1168.12 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 34,827.86 SQUARE FEET MORE OR LESS.



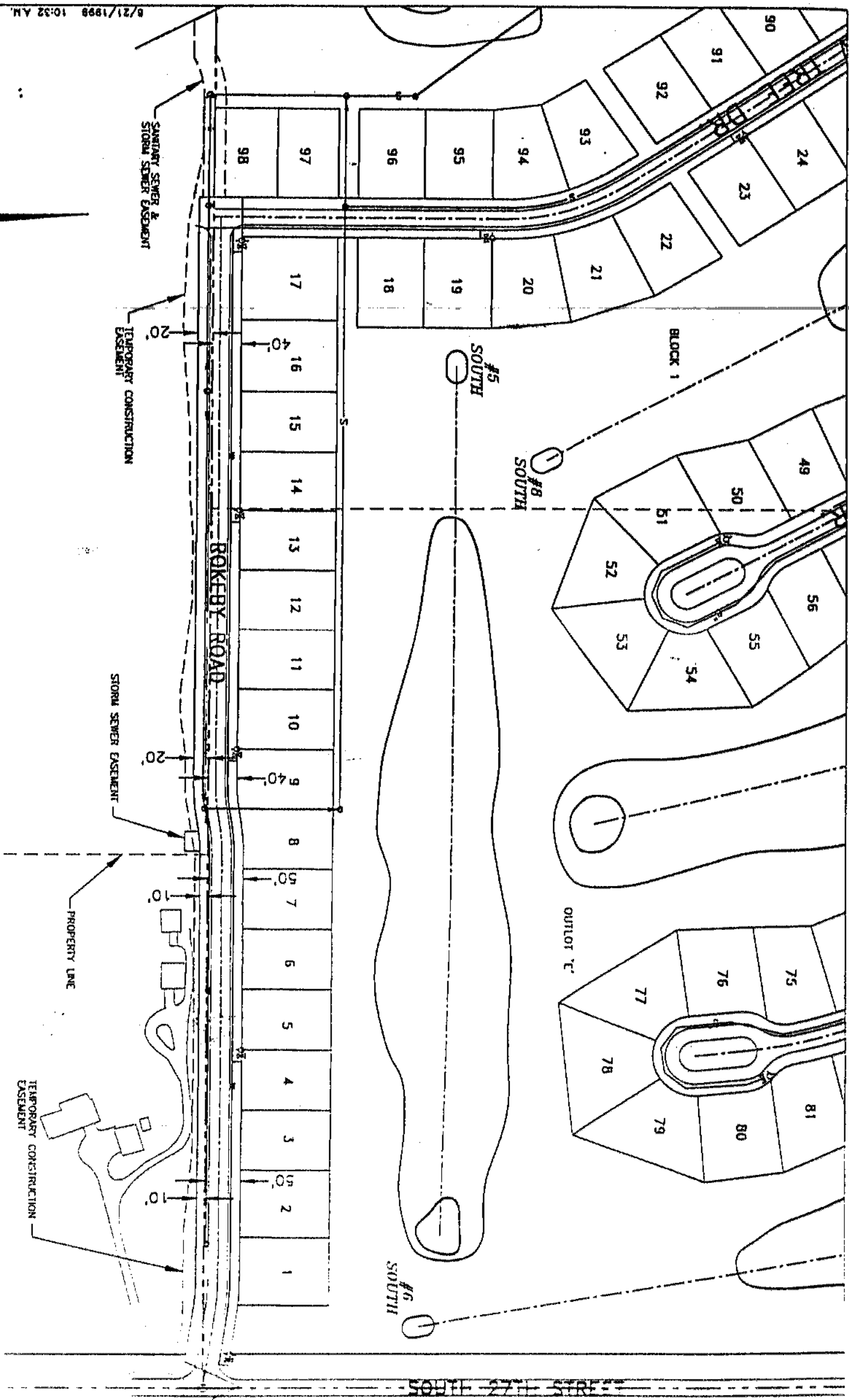
ST 61



**EXHIBIT "B-2B"**

**PERMANENT EASEMENT**

*none known at this time*




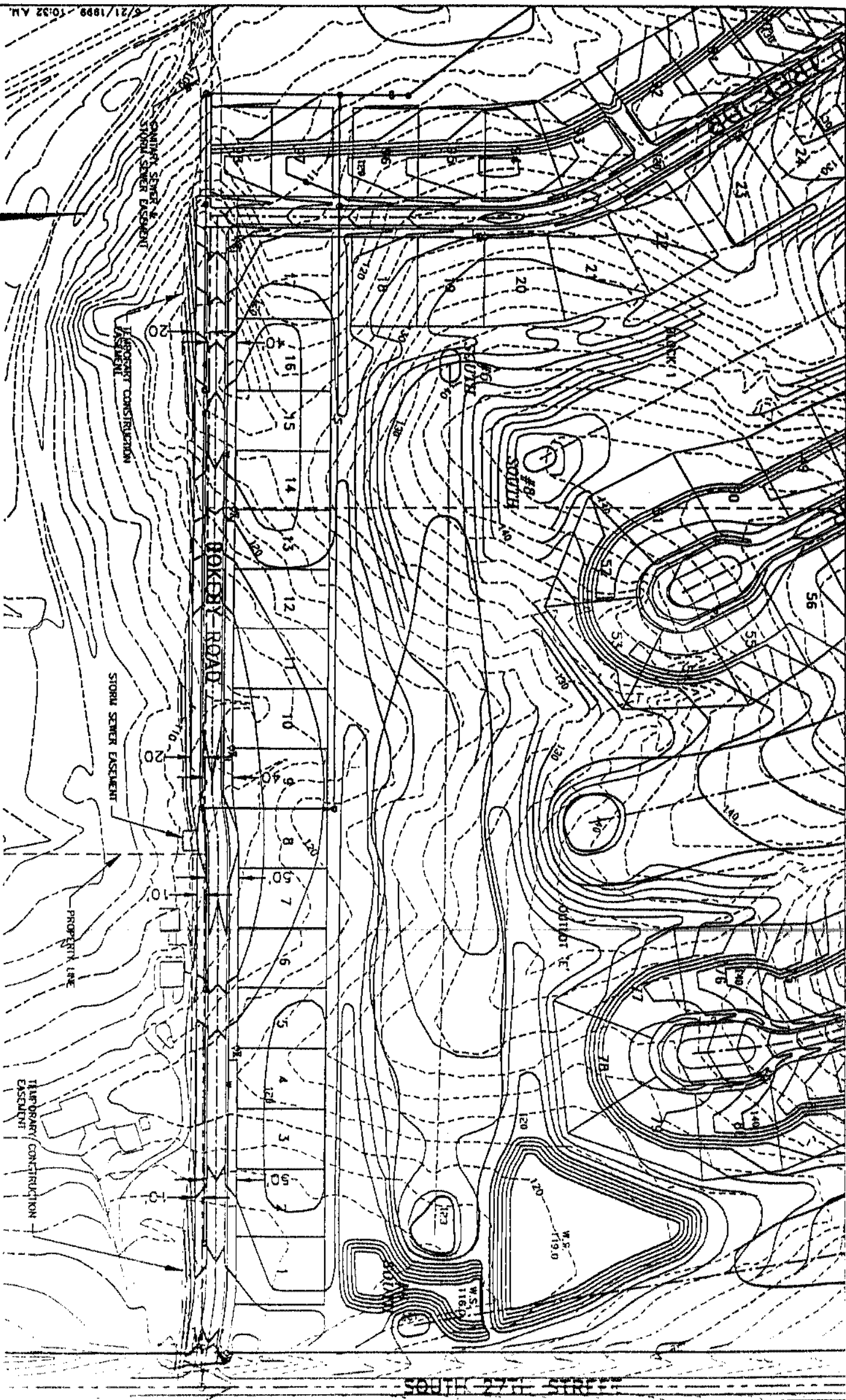
# SITE PLAN

OLSSON ASSOCIATES

CONSULTING ENGINEERS

1111 Lincoln Mall, P.O. Box 84608, Lincoln, NE 68501

  
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 New York, NY 10020-1346  
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# GRADING PLAN

OLSSON ASSOCIATES  
CONSULTING ENGINEERS

1111 Lincoln Mall, P.O. Box 84608, Lincoln, NE 68508

EXHIBIT 70