

\$13100

Don Galt

REGISTER OF DEEDS

2001 SEP 26 A 11:34

LINCOLN COUNTY, NE

ISSUE DATE 2001

055569

BLOCK
 CODE
 CHECKED
 ENTERED
 INDEXED

A. 81075 0

**STONEBRIDGE CREEK
 CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Stonebridge Creek Conditional Annexation and Zoning Agreement ("Agreement") is made and entered into this 31 day of August, 2001, by and between Stonebridge Creek 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 251.07 acres more or less of land generally located between Interstate 80 and Arbor Road east of North 14th Street. The approximately 251.07 acres is hereinafter referred to as the "Property" and is legally described and shown in Attachments A-1 and A-2 which are attached hereto and incorporated herein by this reference.

B. Owner has requested the City to rezone those portions of the Property as legally described in Attachments "B" and "C", which are is attached hereto and incorporated herein by this reference, from AG Agriculture District to I-3 Employment Center District and R-3 Residential District, respectively.

C. Owner has requested the City to approve Owner's application to preliminarily plat the Property as Stonebridge Creek. The Property is also subject to a request by the Owner for a special permit for a community unit plan to develop 437 dwelling units on 315 single-family lots, 80 attached single family lots, and 1 multi-family lot.

D. Owner is the legal owner of the Property except that portion of the Property

E. The City is willing to annex the Property, rezone the Property from AG Agricultural District to I-3 Employment Center District and R-3 Residential District, and approve the preliminary plat and community unit plan for the Property as requested by Owner, provided Owner agrees to make certain improvements to the public street system, water system, storm sewer system and sanitary sewer system which are necessary in order to serve the 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 Property.
2. **Rezoning.** The City agrees to rezone the Property from AG Agricultural District to I-3 Employment Center District and R-3 Residential District as legally described in Attachments "B" and "C".
3. **Preliminary Plat and CUP.** The City agrees to approve the Stonebridge Creek Preliminary Plat and Community Unit Plan.
4. **Uses and Signs.** No lot within the Property shall be used other than for purposes per approved zoning; however, no storage of commercial quantities of the following materials shall be permitted within 300 feet of a residential building:
 - pesticides and herbicides
 - fertilizers
 - solvents and thinners
 - degreasing chemicals
 - drycleaning chemicals
 - varnishes and urethanes
 - acids
 - caustics
 - ammonia
 - business wastes (other than paper, boxes, or wood)

- cyanide-containing things like toluene diisocyanate and methylene isocyanate (tend to be in adhesives and plastic foam)
- compressed gasses like propane or butane

Signs shall comply with the provisions of Chapter 27.51 (I-3 Employment Center District) and Chapter 27.69 (Signs) of the Lincoln Municipal Code.

5. Landscaping. Landscaping of areas abutting Interstate 80 and I-3 zoned areas abutting other public streets shall be done in accordance with the landscape design attached as Attachment "D".

6. Street Improvements. The City and Owner covenant and agree that the following street improvements will be needed to serve the Property:

A. North 14th Street. Owner shall, through the City's executive order process, pave at its own cost and expense North 14th Street from Fletcher Avenue north to Arbor Road (hereinafter the "North 14th Paving Improvements"):

The right-of-way shall be 120 feet in width expanding to 130 feet in width at the intersections of North 14th Street and Humphrey Avenue and North 14th Street and Alvo Road and extending for a distance of 1,000 feet north of the centerline of the North 14th Street and Humphrey intersection and 1000 feet north and south of the centerline of the North 14th and Alvo Road intersection; provided that such 10 feet of additional right-of-way width (5 feet on each side of the street) may be located within an easement rather than non-buildable deeded right-of-way. The North 14th Paving Improvements shall include a 28-foot wide earth median (using select soils); two permanent concrete paved lanes measuring 18 feet from the back of the curb to the outside edge of that lane; 13-foot wide paved single lane for right and left turns at the intersections of North 14th Street and Humphrey Avenue and North 14th Street and Arbor Road; and 2-foot wide concrete paved mow strip on both sides of the earth median. The North 14th Paving Improvements shall also include temporary asphalt tapers at those intersections for safe delineation of the existing roadway to the proposed roadway. Turn lanes shall be constructed at the location and length identified in the Traffic Study.

In addition, the Owner shall be responsible for all costs associated with the construction of future left- and right-turn lanes adjacent to development at a length identified in the Traffic Study.

The Owner shall pay 57.5 percent and the City shall pay 42.5 percent of the final cost of the North 14th Paving Improvements, which shall include grading, storm sewer, paving/construction, and inspection fees. The owner shall pay 100 percent of the cost of the design required for the North 14th Paving Improvements; using Owner's choice of engineering consultants.

B. Alvo/Arbor Road. Owner shall, through the City's executive order process, pave, at its own cost and expense, Alvo/Arbor Road from North 14th Street and Alvo/Arbor Road to North 27th Street (hereinafter the "Alvo/Arbor Paving Improvements") as follows:

The right-of-way shall be 120 feet in width expanding to 130 feet in width at the intersections of North 14th Street and Alvo/Arbor Road and at the intersection of North 27th Street and Alvo/Arbor Road and extending 1,000 feet east of North 14th Street and west of North 27th Street measured from the centerline of said intersections respectively; provided that such 10 feet of additional right-of-way width (5 feet on each side of the street) may be located within an easement rather than non-buildable deeded right-of-way. The Owner shall be responsible for all costs associated with the acquisition of right-of-way required in the Alvo/Arbor corridor. The Alvo/Arbor Paving Improvements shall include a 28-foot wide earth median (using select soils); two permanent concrete paved lanes measuring 18 feet from the back of the curb to the outside edge of that lane; 13-foot wide paved single lane for right and left turns at the intersections of North 14th Street and Alvo/Arbor Road and 13-foot wide paved single lane for right turns at North 27th and Arbor Road and a 2-foot wide concrete paved mow strip on both sides of the earth median. The Alvo/Arbor Paving Improvements shall also include temporary asphalt tapers east of North 27th Street at those

intersections for safe delineation of the existing roadway to the proposed roadway. Turn lanes shall be constructed at the length identified in the Traffic Study.

The Owner shall pay 65.1 percent and the City shall pay 34.9 percent of the final cost of the Alvo/Arbor Paving Improvements, which shall include storm sewer, a bike path underpass, paving, and inspections fees. The Owner shall pay 100 percent of the cost of the grading and design fees required for the Alvo/Arbor Paving Improvements. Owner may select the grading contractor and engineering consultant in Owner's discretion.

C. Traffic Signals. Owner and City intent that the cost allocations between the Owner and the City for the North 14th Paving Improvements and Alvo/Arbor Paving Improvements include amounts that the Owner would typically contribute for traffic signals. Therefore, the Owner shall not be responsible for the cost and expense of traffic signs which will be installed at the following intersections:

- (i) Alvo/Arbor Road and Humphrey Avenue;
- (ii) North 27th Street and Arbor Road;
- (iii) North 14th Street and Alvo Road;
- (iv) North 14th Street and Humphrey Avenue.

Such signals shall be installed by City at such time as the Volume Warrant (#1) , the Interruption of Continuing Traffic Warrant (#2), or Safety Warrant (#6) is reached.

D. Conveyance of Right-of-way. Owner agrees to convey at no cost to the City additional right-of-way for the North 14th Paving Improvements and Alvo/Arbor Paving Improvements abutting the Property sufficient for the entire roadway as provided in Paragraphs 6A and B above where Owner owns land on both sides of the street, and for one-half of the

roadway, measured from centerline where Owner owns land on one side of the street. City, with the assistance of Owner, shall be responsible for acquiring the requisite right-of-way not dedicated by Owner, together with any required construction or grading easements on property not controlled by Owner. City shall acquire right-of-way for Alvo/Arbor Road across property described in Attachment A-3.

Owner shall also convey such temporary construction easements over its ownership of the Property abutting the rights-of-way as may be necessary for construction of the street improvements.

E. Phasing of Street Improvements. The phasing of Stonebridge Creek shall be accomplished in the order and manner illustrated in Attachment "E", ("Phasing Plan") which is attached hereto and incorporated herein by this reference. The grading and paving of North 14th Street and Alvo/Arbor Road shall be accomplished in phases, in accordance with the Phasing Plan.

7. Public Sanitary Sewer.

A. Construction. Owner understands and acknowledges that the Property is not presently sewerable by the City's public sanitary sewer system and that in order to make the Property sewerable, the 24-inch sewer main located south of Interstate 80 needs to be extended under the Interstate north to Humphrey Avenue and an 18-inch sewer main needs to be constructed from Humphrey Avenue to North 14th Street. Owner further understands that the City did not intend to extend its public sanitary sewer system to serve the Property within the next one to six years. Owner desires to be immediately connected to the public sanitary sewer and therefore agrees to construct by executive order construction the above-described 24-inch and 18-inch sewer main. The total cost of construction of the 24-inch and

18-inch sanitary sewer lines is estimated to be \$279,000 and the actual cost of the design and construction shall be paid by Owner except that the City agrees to pay to Owner the cost attributable to oversizing the sewer main with pipe and accessories that are larger than 8 inches. The City subsidy is estimated to be \$190,000 or 68 percent of the actual cost. Because the amount of the City's share of the cost exceeds \$10,000, the parties agree that the contract for the construction of the sanitary sewer lines shall be awarded only after competitive bidding in accordance with City procedures. The construction shall be completed by no later than December 31, 2001.

B. Conveyance of Easement. Owner agrees to convey at no cost to the City the necessary easements for the extension of the 24-inch and 18-inch sanitary sewer mains together with such temporary construction easements as may be necessary for construction of the sanitary sewer mains.

8. Public Water Main.

A. Phase I. Owner agrees to construct by executive order construction a 24-inch water main in North 14th Street from Fletcher Avenue to Humphrey Avenue; a 16-inch water main in Humphrey Avenue from North 14th Street to 2,200 feet east of North 14th Street; a 12-inch water main in Humphrey Avenue from 2,200 feet east of North 14th Street to 4,400 feet east of North 14th Street; and a 16-inch water main under Interstate 80 from Wildcat Drive to Humphrey Avenue (including a 16-inch bore under Interstate 80 for approximately 350 feet). The total cost of construction of the water mains is estimated to be \$580,450 and the actual cost of the design and construction shall be paid by Owner, except that the City agrees to pay to Owner the cost attributable to oversizing the water mains with

pipe and accessories that are greater than a 6-inch equivalent for the 16-inch water main in Humphrey Avenue from North 14th Street east 2,200 feet; and that are greater than one-half of a 6-inch equivalent for the 24-inch water main in North 14th Street from Fletcher Avenue to Humphrey Avenue and all the cost of the 16-inch water main under Interstate 80 from Wildcat Drive to Humphrey Avenue. The City's share of the total cost is estimated to be \$404,450 or 70 percent of the actual cost of such mains. Because the amount of the City's share of the cost exceeds \$10,000, the parties agree that the contract for the construction of the water main extensions shall be awarded only after competitive bidding in accordance with City procedures. Said construction shall be completed by no later than March 21, 2002.

B. Phase II. Owner agrees to construct by executive order construction a 24-inch water main in Alvo Road, from Centurion Drive to North 27th Street; a 24-inch water main in North 14th Street from Humphrey Avenue to Alvo Road; and a 24-inch water main in Alvo Road from North 14th Street east to Centurion Drive. The total cost of construction of the 24-inch water mains is estimated to be \$659,200 and the actual cost of the design and construction shall be paid by Owner, except that the City agrees to contribute to Owner the cost attributable to oversizing the 24-inch water mains with pipe and accessories that are larger than: (1) a 6-inch equivalent for the main in Alvo Road from Centurion Drive to Humphrey Avenue; (2) an 8-inch equivalent for the main in Alvo Road from Humphrey Avenue to North 27th Street; (3) one-half of a 6-inch equivalent for the main in North 14th Street from Humphrey Avenue to Alvo Road; and (4) a 6-inch equivalent for the main in Alvo Road from North 14th Street east to Centurion Drive. The City's share of the total cost is estimated to be \$435,200 or 66 percent of the actual costs of such water mains. Because the

amount of the City's share exceeds \$10,000, the parties agree that the contract for construction of the water main extension shall be awarded only after competitive bidding in accordance with City procedures.

C. Phase III. Owner agrees to construct at its own cost and expense a 12-inch water main in Humphrey Avenue from 4,400 feet east of North 14th Street to Alvo Road. The total cost of construction of the water main is estimated to be \$80,000 and the actual cost of the design and construction shall be paid by Owner, except that the City agrees to pay Owner the cost attributable to oversizing the 12-inch water main with pipe and accessories that are larger than an 8-inch equivalent, provided the abutting property is not zoned industrial at the time of such construction.

D. City's Responsibility. A 30-inch water main shall be constructed by the City at its expense in North 14th Street from Superior Street to Fletcher Avenue. The construction of this water main is in the Capital Improvement Program for its fiscal year 2001-2002 and, the City agrees to use its best efforts to complete the water main by February 1, 2002.

E. Phasing of Construction. Actual anticipated construction of the water mains is not necessarily tied to phasing of the development but shall be determined by assessment of need for water capacity as final plat phases are proposed.

9. Security. Owner shall provide the City a bond, escrow, or other security agreement, approved by the City Attorney to insure Owner's share of the cost of the improvements described in this Agreement as part of the executive order construction process or at the time of final platting of the Property, whichever occurs first.

10. Future Cost Responsibilities. In negotiating the rights and obligations of the parties to this Agreement, the Traffic Impact Analysis - Stonebridge Creek Development compiled by Kirkham, Michael & Associates, 9110 West Dodge Road, Omaha, Nebraska (the "Traffic Study"), incorporated herein by this reference, provided the basis for such negotiations. The Owner, by making the improvements outlined in this Agreement, shall not be responsible for any future cost responsibilities relating to the property which is considered in the Traffic Study, including but not limited to, the property identified on the Stonebridge Creek Preliminary Plat, unless Owner proposes changes in land use, zoning or intensity of development which have the effect of increasing total peak hour vehicular trips, or modify distribution of such trips in a way which causes a need for additional street improvements in the immediate area of the Preliminary Plat.

11. Executive Orders. Owner may submit requests for executive orders permitting construction of improvements referred to above prior to approval of the Preliminary Plat. City agrees to issue such executive orders and review plans upon payment of design review fees, but City reserves the right to withhold permission to proceed with construction until the Preliminary Plat is approved by the City Council. Owner shall be required to post security for construction of improvements in amounts equal to Owner's estimated share of costs pursuant to percentages set forth in this Agreement.

12. 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.

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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. 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.

20. 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.

21. Cost Defined. For purposes of this Agreement, the words and phrases "cost" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, construction costs, publication costs, financing costs, and related miscellaneous costs, but shall exclude City personnel costs (except for inspection and testing fees associated with executive order construction work, which shall be included), unless otherwise defined herein.

22. **Fair Share.** Owner and City agree that the City has a legitimate interest in the public health, safety and welfare and to provide for safe and efficient movement of vehicles on the public streets which is promoted by requiring Owner to pay its fair share of the cost to construct the sanitary sewer, water, storm sewer and street improvements and that an essential nexus exists between the City's legitimate interests and the conditions placed upon Owner under this Agreement. In addition, 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 of the Property under the I-3 Industrial District and the R-3 Residential zoning district would have on the sanitary sewer, water, storm sewer and street systems which serve the Property.

23. **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

STONEBRIDGE CREEK, LLC, Owner
a Nebraska limited liability company

By: 

Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

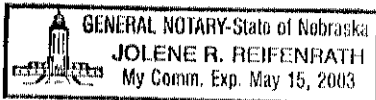
The foregoing instrument was acknowledged before me this 31st day of August, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska on behalf of the City.



Judith A. Roscoe
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of July, 2001, by Robert D. Hampton, Manager of Stonebridge Creek, LLC, a Nebraska limited liability company, on behalf of said limited liability company.



Jolene R. Reifernath
Notary Public

[code\agr\stonebridge creek annexation]

PRELIMINARY PLAT BOUNDARY
LEGAL DESCRIPTION

12-12-01

STONEBRIDGE

A LEGAL DESCRIPTION OF A TRACT OF LAND CONSISTING OF LOT 20, 3 AND 17 IRREGULAR TRACTS, THE WEST HALF OF THE NORTHWEST QUARTER AND A PORTION OF LOT 24 IRREGULAR TRACT, ALL IN THE NORTHWEST QUARTER, THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., EXCLUDING LOT 16 IRREGULAR TRACT, AND ALSO A PORTION OF LOT 25 IRREGULAR TRACT, IN THE SOUTHWEST QUARTER AND A PORTION OF LOT 21 AND LOT 12 IRREGULAR TRACTS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., EXCLUDING LOT 19 IRREGULAR TRACT, LANCASTER COUNTY, NEBRASKA, AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE: S89°28'59"E, (AN ASSUMED BEARING), A DISTANCE OF 33.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH 14TH STREET AND THE POINT OF BEGINNING; THENCE: N00°05'24"E, ON SAID LINE, A DISTANCE OF 60.00 FEET; THENCE: S89°28'59"E, A DISTANCE OF 1161.57 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°02'47", A RADIUS OF 1615.00 FEET, AN ARC LENGTH OF 1551.60 FEET, A CHORD LENGTH OF 1492.61 FEET AND A CHORD BEARING N62°59'37"E; THENCE: ON SAID CURVE A DISTANCE OF 1551.60 FEET, TO THE POINT OF TANGENCY; THENCE: N35°28'14"E, A DISTANCE OF 1568.77 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°25'27", A RADIUS OF 1560.00 FEET, AN ARC LENGTH OF 910.04 FEET, A CHORD LENGTH OF 897.20 FEET AND A CHORD BEARING N52°10'57"E; THENCE: ON SAID CURVE, A DISTANCE OF 910.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ARBOR ROAD; THENCE: N89°27'37"E, ON SAID LINE, A DISTANCE OF 857.51 FEET; THENCE: S53°45'20"E, ON SAID LINE, A DISTANCE OF 17.13 FEET; THENCE: N89°27'37"W, 10.00 FEET NORTH OF AND PARALLEL WITH SAID LINE, A DISTANCE OF 296.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°04'09", A RADIUS OF 1440.00 FEET, AN ARC LENGTH OF 1384.04 FEET, A CHORD LENGTH OF 1331.38 FEET AND A CHORD BEARING S63°00'18"W; THENCE: ON SAID CURVE, A DISTANCE OF 1384.04 FEET TO THE POINT OF TANGENCY; THENCE: S35°28'14"W, A DISTANCE OF 1523.39 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE: S00°14'33"W, ON SAID LINE, A DISTANCE OF 718.20 FEET; THENCE: S89°31'31"E, ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 1902.51 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 80 AND THE EAST LINE OF SAID LOT 20; THENCE: S28°16'49"W, ON SAID LINE, A DISTANCE OF 495.92 FEET; THENCE: CONTINUING ON SAID LINE S39°44'14"W, A DISTANCE OF 774.29 FEET; THENCE: CONTINUING ON SAID LINE S42°30'33"W, A DISTANCE OF 774.29 FEET; THENCE: S89°33'37"E, A DISTANCE OF 73.98 FEET; THENCE: S50°54'23"W, A DISTANCE OF 146.20 FEET; THENCE: S35°44'24"W, A DISTANCE OF 1492.56 FEET; THENCE: S29°32'55"W, A DISTANCE OF 11.10 FEET; THENCE: S38°46'00"W, A DISTANCE OF 407.50 FEET; THENCE: N55°40'46"W, A DISTANCE OF 338.45 FEET; THENCE: N89°49'22"W, A DISTANCE OF 787.53 FEET; THENCE: S19°20'16"E, A DISTANCE OF 27.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°37'02", A RADIUS OF 333.00 FEET, AN ARC LENGTH OF 212.81 FEET, A CHORD LENGTH OF 209.21 FEET AND A CHORD BEARING S01°01'45"E; THENCE: ON SAID CURVE A DISTANCE OF 212.81 FEET TO THE POINT OF TANGENCY; THENCE: N72°43'14"W, A DISTANCE OF 66.00 FEET; THENCE: N89°47'10"W, A DISTANCE OF 1232.29 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH 14TH STREET; THENCE: N00°12'50"E, ON SAID LINE, A DISTANCE OF 354.28 FEET; THENCE: N00°21'14"E, A DISTANCE OF 2646.75 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 251.071 ACRES MORE OR LESS, EXCLUDING SAID LOTS 16 AND 19.

ATTACHMENT A-1

(INTENTIONALLY LEFT BLANK)



630 N. Osage Blvd
Ste. 107
Lincoln, NE 68505
781.402.464-4011

Stonebridge Creek
Land Area

Lincoln, Nebraska

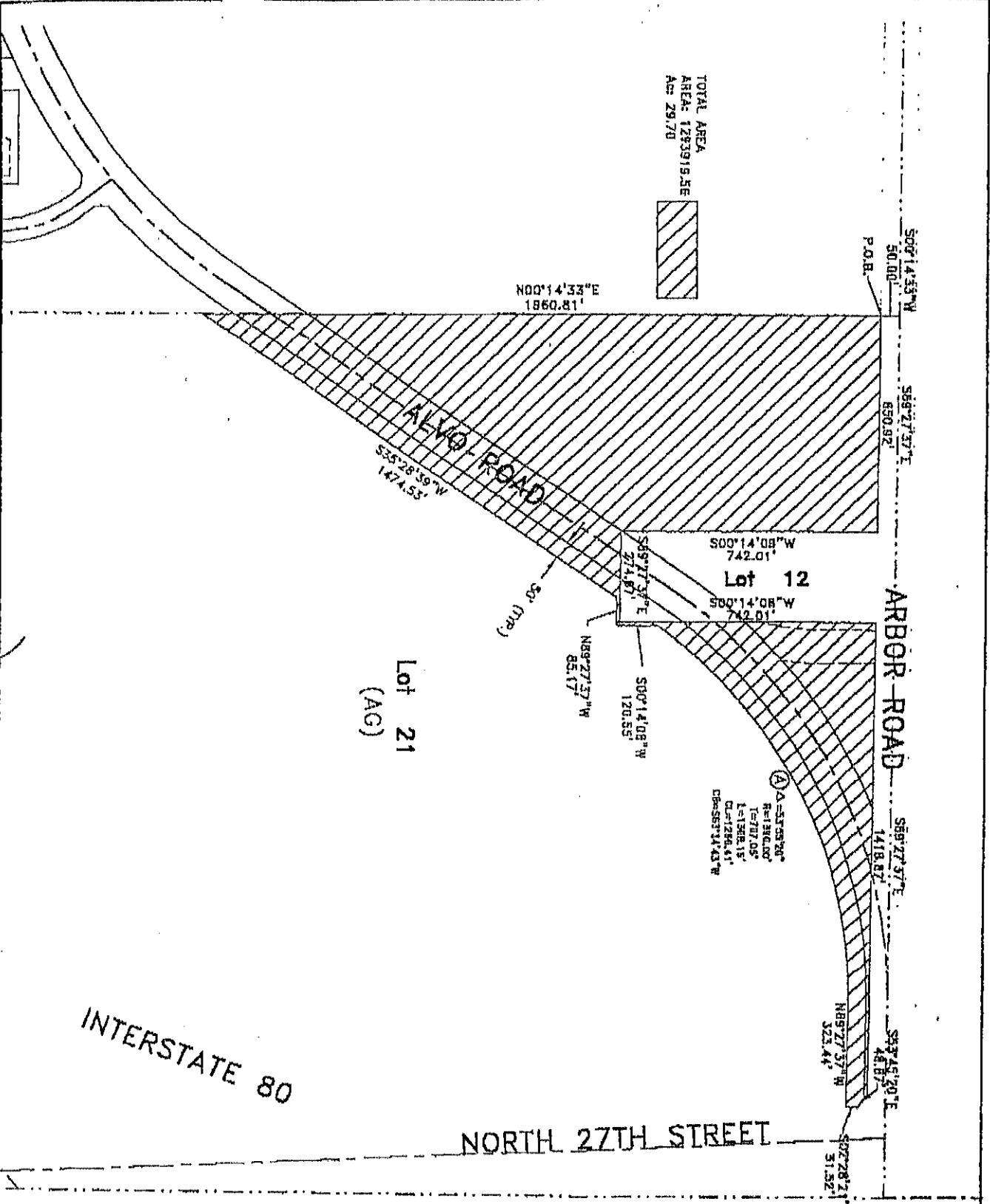
Drawn By: CNS

Dwg.: benselanders

Date: 02/26/01

SHEET

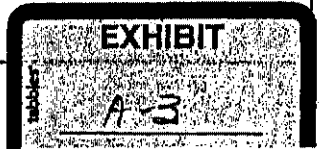
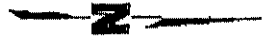
1 OF 1



Post-It® Fax Note	7671	Date	5/10	# of pages	4
To	Mark Hunzeker	From	Fred M.		
Co./Dept.		Co.	HDS		
Phone #		Phone #	540 2244		
Fax #		Fax #			

ATTACHMENT A-3

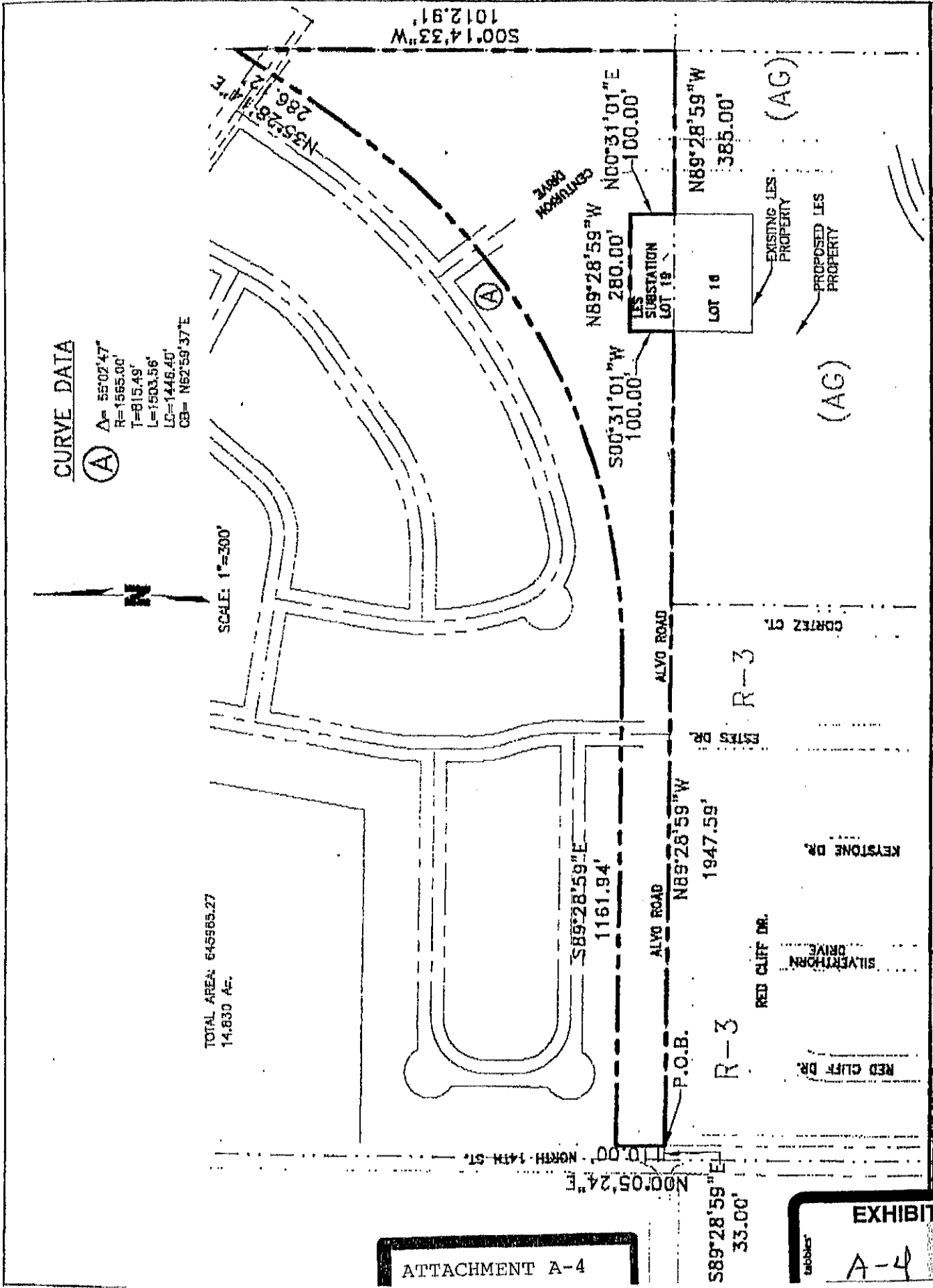
SCALE 1"=400'



LEGAL DESCRIPTION

Lot 12, Irregular Tract, in the Southeast Quarter
of Section 25, Township 11 North, Range 6 East
of the 6th P.M., Lancaster County, Nebraska.

ATTACHMENT "A" - 3
page 2



CURVE DATA

(A) Δ= 55°02'47"
 R=1565.00'
 T=815.49'
 L=1503.56'
 LC=1446.40'
 CB= N62°59'37"E

TOTAL AREA: 645865.27
14.830 AC.

SCALE: 1"=300'

ATTACHMENT A-4

EXHIBIT

A-4

650 N Center Blvd
 SE. 105
 Lincoln, NE 68505
 PH: 402-464-0011

Stonebridge Creek
 Land Exchange
 Lincoln, Nebraska

Drawn By: CNS
 Dwg.: boundary.dwg
 Date: 02/28/01

SHEET 1 OF 1

A LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN LOT 25 IRREGULAR TRACTS IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., EXCLUDING LOT 19 IRREGULAR TRACT, LANCASTER COUNTY, NEBRASKA, AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE: S89°28'59"E, (AN ASSUMED BEARING), A DISTANCE OF 33.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH 14TH STREET AND THE POINT OF BEGINNING; THENCE: N00°05'24"E, ON SAID LINE, A DISTANCE OF 110.00 FEET; THENCE: S89°28'59"E, A DISTANCE OF 1161.94 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°02'47", A RADIUS OF 1565.00 FEET, AN ARC LENGTH OF 1503.56 FEET, A CHORD LENGTH OF 1446.40 FEET AND A CHORD BEARING N62°59'37"E; THENCE: ON SAID CURVE A DISTANCE OF 1503.56 FEET, TO THE POINT OF TANGENCY; THENCE: N35°28'14"E, A DISTANCE OF 286.12 TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE: S00°14'33"W, ON SAID LINE, A DISTANCE OF 1012.91 FEET; TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE: N89°28'59"W, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 385.00 FEET; THENCE: N00°31'01"E, ON THE EAST LINE OF LOT 19 IRREGULAR TRACT, A DISTANCE OF 100.00 FEET; THENCE: N89°28'59"W, ON THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 280.00 FEET; THENCE: S00°31'01"W, ON THE WEST LINE OF SAID LOT 19, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE: N89°28'59"W, ON SAID LINE, A DISTANCE OF 1947.59 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 14.830 ACRES MORE OR LESS.

ATTACHMENT "A" - 4

page 2

STONEBRIDGE CREEK
CHANGE OF ZONE LEGAL
AG TO I-3

A LEGAL DESCRIPTION OF A TRACT OF LAND CONSISTING OF A PART OF LOTS 17, 31, 3, AND 20 IRREGULAR TRACTS, ALL IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE: S89°28'59"E, (AN ASSUMED BEARING), ON THE NORTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 2645.59 FEET; THENCE: S89°31'31"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 905.39 FEET TO THE POINT OF BEGINNING; THENCE: CONTINUING S89°31'31"E, A DISTANCE OF 997.08, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE: S28°16'49"W, ON SAID LINE, A DISTANCE OF 495.92 FEET; THENCE: S39°44'14"W, ON SAID LINE, A DISTANCE OF 395.97 FEET; THENCE: S42°30'33"W, ON SAID LINE, A DISTANCE OF 774.29 FEET; THENCE: S89°33'37"E, ON SAID LINE, A DISTANCE OF 73.98 FEET; THENCE: S50°54'23"W, A DISTANCE OF 146.20 FEET; THENCE: S35°44'24"W, ON SAID LINE, A DISTANCE OF 1325.67 FEET; THENCE: N65°04'42"W, A DISTANCE OF 424.62 FEET; THENCE: N40°00'54"W, A DISTANCE OF 422.69 FEET; THENCE: N49°59'06"E, A DISTANCE OF 26.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°14'04", A RADIUS OF 1236.00 FEET, AN ARC LENGTH OF 307.07 FEET, A CHORD LENGTH OF 306.28 FEET AND A CHORD BEARING N42°52'04"E; THENCE: ON SAID CURVE, A DISTANCE OF 307.07 FEET TO THE POINT OF TANGENCY; THENCE: N35°45'02"E, A DISTANCE OF 2153.48 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 52.700 ACRES MORE OR LESS.

ATTACHMENT B

STONEBRIDGE CREEK
CHANGE OF ZONE LEGAL
AG TO R-3

A LEGAL DESCRIPTION OF A TRACT OF LAND CONSISTING OF A PART OF LOTS 17, 31, 3 AND 24 IRREGULAR TRACTS, THE WEST HALF OF THE NORTHWEST QUARTER, ALL IN THE NORTHWEST QUARTER, THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., AND ALSO A PORTION OF LOT 25 IRREGULAR TRACT, IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, EXCLUDING LOTS 16 AND 19 IRREGULAR TRACTS IN SAID SECTIONS 25 AND 36, AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE: S89°28'59"E, (AN ASSUMED BEARING), A DISTANCE OF 33.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH 14TH STREET AND THE POINT OF BEGINNING; THENCE: N00°05'24"E, ON SAID LINE, A DISTANCE OF 60.00 FEET; THENCE: S89°28'59"E, A DISTANCE OF 1161.57 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°02'47", A RADIUS OF 1615.00 FEET, AN ARC LENGTH OF 1551.60 FEET, A CHORD LENGTH OF 1492.61 FEET AND A CHORD BEARING N62°59'37"E; THENCE: ON SAID CURVE A DISTANCE OF 1551.60 FEET, TO THE POINT OF TANGENCY; THENCE: N35°28'14"E, A DISTANCE OF 215.31 FEET; THENCE: S00°14'33"W, A DISTANCE OF 926.23 FEET; THENCE: S89°31'31"E, A DISTANCE OF 905.39 FEET; THENCE: S35°45'02"E, A DISTANCE OF 2153.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 14°14'04", A RADIUS OF 1236.00 FEET, AN ARC LENGTH OF 307.07 FEET, A CHORD LENGTH OF 306.28 FEET AND A CHORD BEARING S42°52'04"W; THENCE: ON SAID CURVE, A DISTANCE OF 307.07 FEET TO THE POINT OF TANGENCY; THENCE: S49°59'06"W, A DISTANCE OF 26.92 FEET; THENCE: S40°00'54"E, A DISTANCE OF 422.69 FEET; THENCE: S65°04'42"E, A DISTANCE OF 424.62 FEET; THENCE: S35°44'24"W, A DISTANCE OF 163.06 FEET; THENCE: S29°32'55"W, A DISTANCE OF 11.10 FEET; THENCE: S38°46'00"W, A DISTANCE OF 407.50 FEET; THENCE: N55°40'46"W, A DISTANCE OF 338.45 FEET; THENCE: N89°49'22"W, A DISTANCE OF 787.53 FEET; THENCE: S19°20'16"E, A DISTANCE OF 27.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°36'59", A RADIUS OF 333.00 FEET, AN ARC LENGTH OF 212.81 FEET, A CHORD LENGTH OF 209.21 FEET AND A CHORD BEARING S01°01'45"E; THENCE: ON SAID CURVE A DISTANCE OF 212.81 FEET TO THE POINT OF TANGENCY; THENCE: N72°43'14"W, A DISTANCE OF 66.00 FEET; THENCE: N89°47'10"W, A DISTANCE OF 1232.29 FEET, TO A POINT ON THE EAST RIGHT- OF WAY LINE OF NORTH 14TH STREET; THENCE: N00°12'50"E, ON SAID LINE, A DISTANCE OF 354.28 FEET; THENCE: N00°21'14"E, A DISTANCE OF 2646.75 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 189.546 ACRES MORE OR LESS EXCLUDING SAID LOT 16 AND 19.

Attachment B

STONE BRIDGE CREEK BUSINESS PARK LANDSCAPE COVENANTS

1. Objective: The standards set forth herein are intended to promote the establishment of a distinct character for the Stone Bridge Creek landscape, providing visual continuity between areas and acknowledging the need for variation and unique treatment in specific locations. In addition, the standards are intended to guide the design and maintenance of the landscape to provide an attractive, well-maintained development; enhance and preserve natural areas that reflect the existing (original) character of the site; and to minimize the adverse impact of large paved areas, utilities, and service bays. Finally, the standards are intended to provide continuity with the proposed entry corridor guidelines, and to help establish the quality of that important public landscape.

2. Conceptual Plan: The Stone Bridge Creek development will be divided into zones as defined in the following paragraphs. The zones are intended to guide the design and implementation of appropriate landscapes (and choice of materials) for each part of the site. The development shall be divided into a maximum of four zones for purposes of developing appropriate landscape plans and maintenance schedules. In general, the zone closest to each primary building can be treated in a more refined or structured manner. Many of the same materials can be used in different zones, but can be managed in distinct ways. Primary zones can be treated as natural landscapes; perimeter zones cannot be formally managed.
 - a. Primary Zone: The primary zone is defined as the area surrounding the primary buildings on the site. It generally includes the entire landscape surrounding each building. It may be designed and managed to combine refined or structured landscape elements with naturalized or native materials to provide visual and physical continuity with the perimeter and corridor zones. Plant materials may include both native and hardy introduced overstory (shade) trees, understory (ornamental) trees, evergreen trees and shrubs, deciduous shrubs that can either be allowed to grow in their natural form or pruned, perennials, grasses, and annuals. Some plants may be formally managed; others may be allowed to naturalize. Unusual non-native plants, especially those with individual specimen value, should be chosen and located with care, taking into consideration first the amount of maintenance that will be required to keep them healthy. This is the only zone where extensive use of annual beds or unusual non-native plants with sensitive growing requirements will be allowed. Water-conserving irrigation for purposes of plant establishment or emergency drought use only should be used in this zone. Turf options include managed buffalograss and turf-type tall fescues.

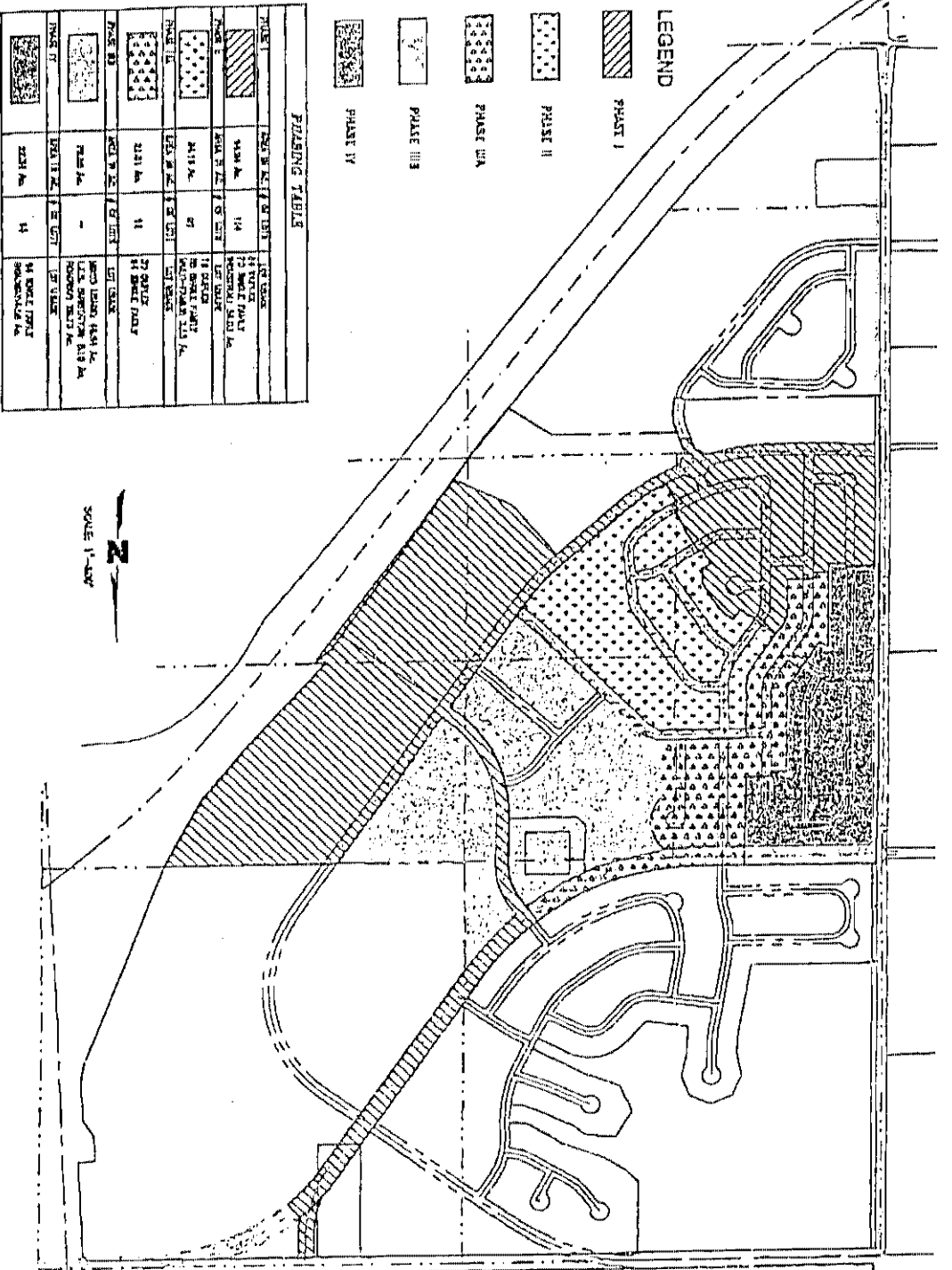
 - b. Perimeter Zone: The perimeter zone is defined as the area abutting the boundaries of the site, unless otherwise included in the corridor zone or streetscape zone. It should be designed and developed as native and naturalized landscape, with limited use of plant materials that will require more than minimal future maintenance. Formal pruning of plant materials ("shaping") is not allowed in this zone; pruning shall be done for corrective or structural purposes only. Plants that naturalize readily should be encouraged in appropriate locations to reduce the amount of intensely managed turf. Native plants (and improved varieties thereof) should be chosen over introduced materials. Annual beds will not be allowed in this zone. Water-conserving irrigation for purposes of plant establishment or

emergency drought use only should be used in this zone. Turf options include buffalograss and short and tallgrass prairie mixes.

- b. Corridor Zone: The corridor zone is defined as the area adjacent to the interstate property line, contiguous from one portion of the site to another. It should be designed and developed to provide visual and physical continuity with the "Nebraska-style" landscapes proposed for the interstate corridor, and to serve as a prototype for future developments along the interstate. Attention to appropriate screening and the use of plant materials to focus views toward prominent building features and natural elements, planting in masses that will naturalize and blend with one another, and the use of a large proportion of native plants are a part of the landscape development of this zone. Introduced materials should be used only if they blend aesthetically and in terms of their care requirements with the native species. Water-conserving irrigation for purposes of plant establishment or emergency drought use only should be used in this zone. Annual beds are not allowed in this zone. Turf options include naturalized buffalograss and shortgrass prairie mixes.
 - c. Streetscape Zone: The streetscape zone is defined as the area adjacent to the primary arterial street(s) serving Stone Bridge Creek development. It should be designed and developed to be consistent with the street tree requirements of the City of Lincoln, and further enhanced with shrubs, perennials and grasses in large masses to emphasize entrance points and give the development a distinct character. It should also complement the surrounding neighborhoods. Plant materials may include both native and hardy introduced overstory (shade) trees, understory (ornamental) trees, evergreen trees and shrubs, deciduous shrubs that can either be allowed to grow in their natural form or pruned, perennials, grasses, and annuals. The boulevard plantings should be designed to have visual continuity with the plants in adjacent zones, which can be accomplished by repeating some of the species in each location and using the same type of turf. A great variety of plant materials is acceptable, if designed to provide rhythm and continuity. Plants that naturalize readily should be used with caution in this zone. Turf options include managed buffalograss and turf-type tall fescues.
4. Parking Lot Landscaping: The setback between parking lots and streets shall be landscaped in accordance with the streetscape zone identified previously. It shall meet or exceed the design standards for the City of Lincoln. Where possible berms with a slope not to exceed 3:1 shall be used to screen parked cars. Such berms shall be further enhanced with masses of plant material and specimens as appropriate.
 5. Unimproved Areas: All areas not paved or built upon must be landscaped in accordance with the zoning concept outlined previously. Large uninterrupted areas of gravel, wood mulch, or bare soil are prohibited.
 6. Irrigation Systems: All irrigation systems are to be below ground and fully automatic. They must comply with applicable building code requirements. All backflow valves are to be located within the confines of the building or a support structure. The use of drip irrigation is encouraged in planting beds.
 7. Plant Materials Variety: The attached plant list is intended as a starting point for the selection of a variety of plant materials. The plants included in the list are representative of the types of materials that are appropriate for each zone. All landscape plans must be approved prior to the installation of materials.

8. Preservation of Existing Vegetation: Where existing vegetation occurs, it should be preserved if possible. The intrinsic environmental values associated with the wetlands and woodlands add to the distinct character of the development.
9. Installation and Maintenance: The Tenant shall be responsible for the installation and proper maintenance of all landscape materials in accordance with the maintenance standards defined by the Owner.

(G:\WPData\MH\Hampton NCTC 523-99\Stonebridge\Stone Bridge Creek 303-001 Covenants rev2.wpd)



PHASING TABLE

PHASE	ACRES	EST. COST	EST. START	EST. END
PHASE I	124.0	\$12,400,000	2001	2003
PHASE II	114.0	\$11,400,000	2004	2006
PHASE III	57.0	\$5,700,000	2007	2009
PHASE IV	11.0	\$1,100,000	2010	2012



639 N. Oyster Blvd., Ste. 103
Lincoln, NE 68505
402-264-4011

**Stonebridge Creek
Phasing Exhibit**
Lincoln, Nebraska

Drawn By: TJS
Design: Stephen
Date: 02/27/01

**SHEET
1 OF 1**