ATTACHMENT "A"

ANNEXATION AGREEMENT
FOR DOMINION AT STEVENS CREEK
Development Agreement

This Annexation Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2018 by and between the **City of Lincoln, Nebraska,** a municipal corporation ("City"), **Lewis-Starostka, Inc.,** a Nebraska corporation, **Lewis-Starostka, LLC,** a Nebraska limited liability company, and **James Buel,** an individual, hereinafter referred to as the "Property Owners".

RECITALS

1. The Property Owners are the owners and developers of several tracts of the real property ("Parcel(s)") legally described and shown on Attachment "A" (the "Property") generally located in the area northwest of the intersection of North 112th Street and O Street in Lancaster County, Nebraska. The City and Property Owner desires to cause the urban development of the Property.

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

3. Property Owner has requested that the City rezone that 2.34 acres located in the southwest corner of the Property immediately adjacent to O Street from AG to O-3 and 67.67

acres of the Property located generally along the west boundary of the Property and north of the area to be rezoned O-3 and extending to the north boundary line of the Property from AG to R-3 incorporating a Community Unit Plan all of which is shown on Attachment "B" ("Community Unit Plan").

4. The Property is currently shown as Residential-Urban Density on the 2040 Lincoln Area Future Land Use Map in Lincoln City-Lancaster County Comprehensive Plan.

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

6. The City is willing to approve the Governmental Actions and subsequently consider approving the use permits, special permits, preliminary plats, and final plats for the balance of the Property pursuant to the Comprehensive Plan (collectively "Subsequent Governmental Actions"); provided that, the infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area.

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

NOW, THEREFORE, in consideration of the mutual covenants established herein, the parties to this Agreement do hereby agree as follows:

I.

DEFINITIONS

1. Defined Terms. The following are defined terms to this Agreement. Other paragraphs of this Agreement contain numerous refinements and exceptions which qualify the provisions of this Paragraph 1; all other defined terms are as shown in other provisions of this Agreement.

a. "Construct" or "construction" shall include proper grading and erosion controls, installation of sanitary sewer, storm sewer and water lines, street lights, and paving.

b. "Cost", "cost and expense", "expense" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, acquisition of right-of-way or easements from a party other than a Property Owner, construction costs, publication costs, financing costs, and related miscellaneous costs.

c. "Intersection Improvements" shall mean design, grading and erosion controls, and construction of permanent right and left turn lane improvements at the intersection of 105th Street and O Street.

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

II.

CONCURRENT APPROVAL OF GOVERNMENTAL ACTIONS; CONDITIONAL APPROVAL

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

1. Annexing that portion of the Property legally described and shown on Attachment "C"; and

2. Amending the Lincoln zoning district maps to rezone the Property from AG to O-3 and AG to R-3 as shown on Attachment "D"; and

3. Approve the Community Unit Plan and Preliminary Plat as shown on Attachment "B".

B. **Conditional Approval**. Approvals of the Governmental Actions are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

III.

ROADWAY IMPROVEMENTS

A. **105th Street and O Street Turn Lanes**. The Property Owner shall design, grade, and construct a permanent westbound to northbound right turn lane and a permanent eastbound to northbound left turn lane in O Street at the 105th Street entrance to the Property on the north side of O Street at the locations conceptually shown on Attachment "E". The turn lanes at the 105th Street entrance from O Street to the Property shall be under construction prior to approval of any Final Plat for the Property that includes N. 105th Street access from O Street. All of the turn lanes described in this subsection shall be constructed by the Property Owner pursuant to the City's executive order construction process and shall be subject to approval by the City of Lincoln and the Nebraska Department of Transportation. Property Owner shall be bound by the City's procurement requirements with respect to selection of a contractor to construct the Intersection Improvements, and bids shall be solicited through the City's Purchasing Division. The City shall, upon approval of the executive order, bid solicitation, and execution of a contract for construction of the Intersection Improvements, reimburse the Property Owner in an amount

not to exceed $450,000 for actual costs incurred by the Property Owner for the design, grading and construction of the Intersection Improvements. The Property Owner shall then be responsible for the cost of constructing the Intersection Improvements that exceed $450,000, except that the City further agrees that Property Owner shall be reimbursed by the City for the costs of designing, grading, and constructing the Intersection Improvements in excess of $450,000 to the extent such funds are generated by Arterial Street Impact Fees collected from development of the Property. The City agrees that the O Street intersection with N. 104th Street shown in the Waterford Estates preliminary plat at the common property line of the Waterford Estates preliminary plat and the Property shall not be constructed, and City will require an amendment to the Waterford Estates preliminary plat to eliminate that intersection. City further agrees that when the costs of all Arterial Street Impact Fee Facilities required by the Waterford Estates Annexation Agreement have been reimbursed to the developer/owner(s) of Waterford Estates all Arterial Street Impact Fees collected with respect to construction on lots within Waterford Estates shall be directed to reimbursement of Property Owners for the costs of design, grading, utility relocation, and construction of the 105th Street and O Street Turn Lanes.

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

IV.

CONTRIBUTION TO RURAL FIRE PROTECTION DISTRICT

Property Owners understand and acknowledge that the City's annexation of the Property or any portion thereof lying within the boundaries of the Southeast Rural Fire Protection District shall not be complete except upon the City assuming and paying that portion of all outstanding obligations to the District which would otherwise constitute an obligation of the Property or any portion thereof being annexed. Property Owners agree to pay the City whatever amount that must be paid by the City to Southeast Rural Fire Protection District in order for annexation of the Property Owner's portion of the Property to be complete; however, the obligation of Property Owners shall not exceed $5,000.00.

V.

PROPERTY OWNERS – FUTURE RESPONSIBILTIES

Property Owners understand and acknowledge that the Internal Streets to be constructed by the Property Owners under this Agreement do not reflect all of the minimum improvements required under Title 26 (Subdivision Ordinance) of the Lincoln Municipal Code. Property Owners agree that they are not relieved of any future obligation which is required as part of the platting process or development of the Property pursuant to Title 26 or Title 27 (Zoning Ordinace) of the LMC by entering into this Agreement. Property Owners further agree that failure to include provision for the construction of any other improvements required by Title 26 or Title 27 of the LMC in this Agreement in no way releases or waives Property Owners' obligations to construct such improvements and to dedicate or convey easements therefore.

VI.

NOTICE

A. **Notice.** Any notices required to be forwarded to a Party hereto shall be deemed appropriately given or delivered if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed or delivered personally as follows:

(1) If to the City:

Mayor
555 South 10th Street
Lincoln, Nebraska 68508

with a copy to:

City Attorney
575 South 10th Street
Lincoln, NE 68508

(2) If to Property Owner:

Lewis-Starostka, Inc.
429 Industrial Lane
Grand Island, NE 68803

Starostka-Lewis, LLC
429 Industrial Lane
Grand Island, NE 68803

James Buel
P. O. Box 301
Eagle, NE 68347

with a copy to:

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

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this paragraph.

VII.

MISCELLANEOUS

A. **Release of Platted Lot**. Notwithstanding any contrary provisions herein, any Platted Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. A "Platted Lot" shall mean a lot as defined by the City subdivision ordinances that has been lawfully included within a final plat of the Property, or portion thereof.

B. **Condemnation**. The City, at its expense, including, but not limited to, acquisition costs, condemnation awards, court costs, expert witness fees, testing fees, interest, and City staff time, shall acquire the remaining balance of any and all right of way and temporary and permanent easements necessary for the design, grading, construction and operation of the 105th and O Street Turn Lanes and related improvements described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right of way and temporary and permanent easements.

C. **Attachments**. The following Attachments are attached to this Agreement and are incorporated herein by this reference:

Attachment "A" Property Legal Descriptions and Map

Attachment "B" Community Unit Plan

Attachment "C" Property to be Annexed

Attachment "D" Changes to Zoning Maps

Attachment "E" O Street Turn Lane Locations

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

E. Further Assurances. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the Parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

F. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

G. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

H. Construction. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

I. Relationship of Parties. Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any Party shall be deemed or construed by the City, Property Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties other than the contractual relationship

stated in this Agreement.

J. **Assignment**. In the case of the assignment of this Agreement by any of the Parties, prompt written notice shall be given to the other Parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other Parties to this Agreement or unless otherwise stated herein.

K. **Default**. In the event the Property Owner defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the City may take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the Property Owner may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

L. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

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

N. **Cooperation**. Whenever a Party's approval or consent shall be required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. A Party whose approval or consent is requested under the terms of this Agreement shall either provide the approval requested to the requesting party within fourteen (14) days of receiving the request for such approval or consent or notify the requesting Party that the receiving Party is denying such approval or consent within fourteen (14) days of receiving the

request. Any refusal must state the reasonable ground for the refusal to grant such approval or consent. Each undersigned Party will whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided.

O. Authority. The City has the authority to engage in the reimbursements to Property Owner described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Property Owner described in this Agreement will comply with all applicable laws.

"CITY"

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: _____
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Chris Beutler, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

(Seal)

_____
Notary Public

LEWIS-STAROSTKA, INC.,
a Nebraska corporation

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, _____ of Lewis-Starostka, Inc., a Nebraska corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

LEWIS-STAROSTKA, LLC,
a Nebraska limited liability company

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2018, by _____, _____ of Lewis-Starostka, LLC, a Nebraska limited liability company, on behalf of the company.

(Seal)

_____
Notary Public

JAMES BUEL,
an individual

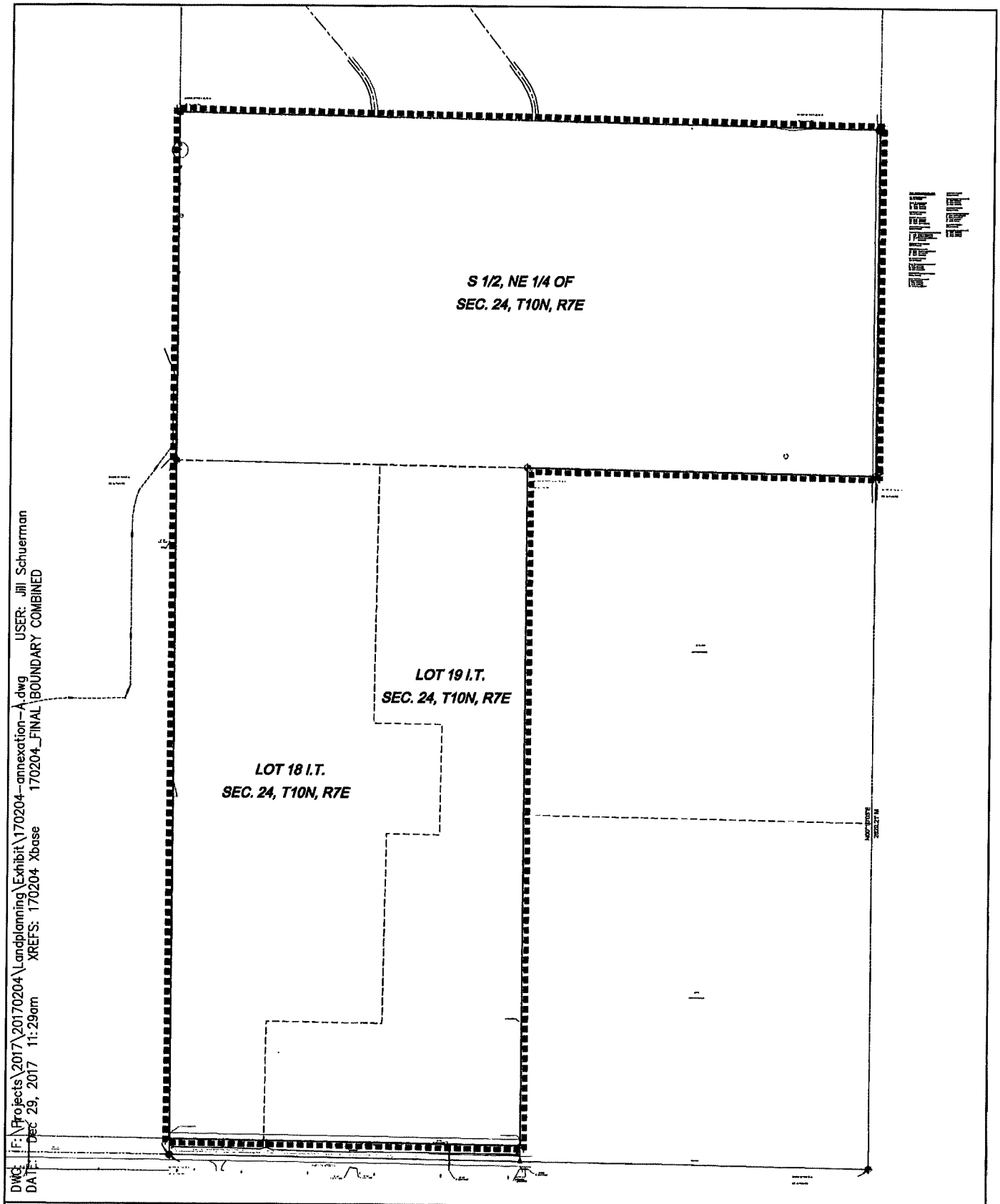
By: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

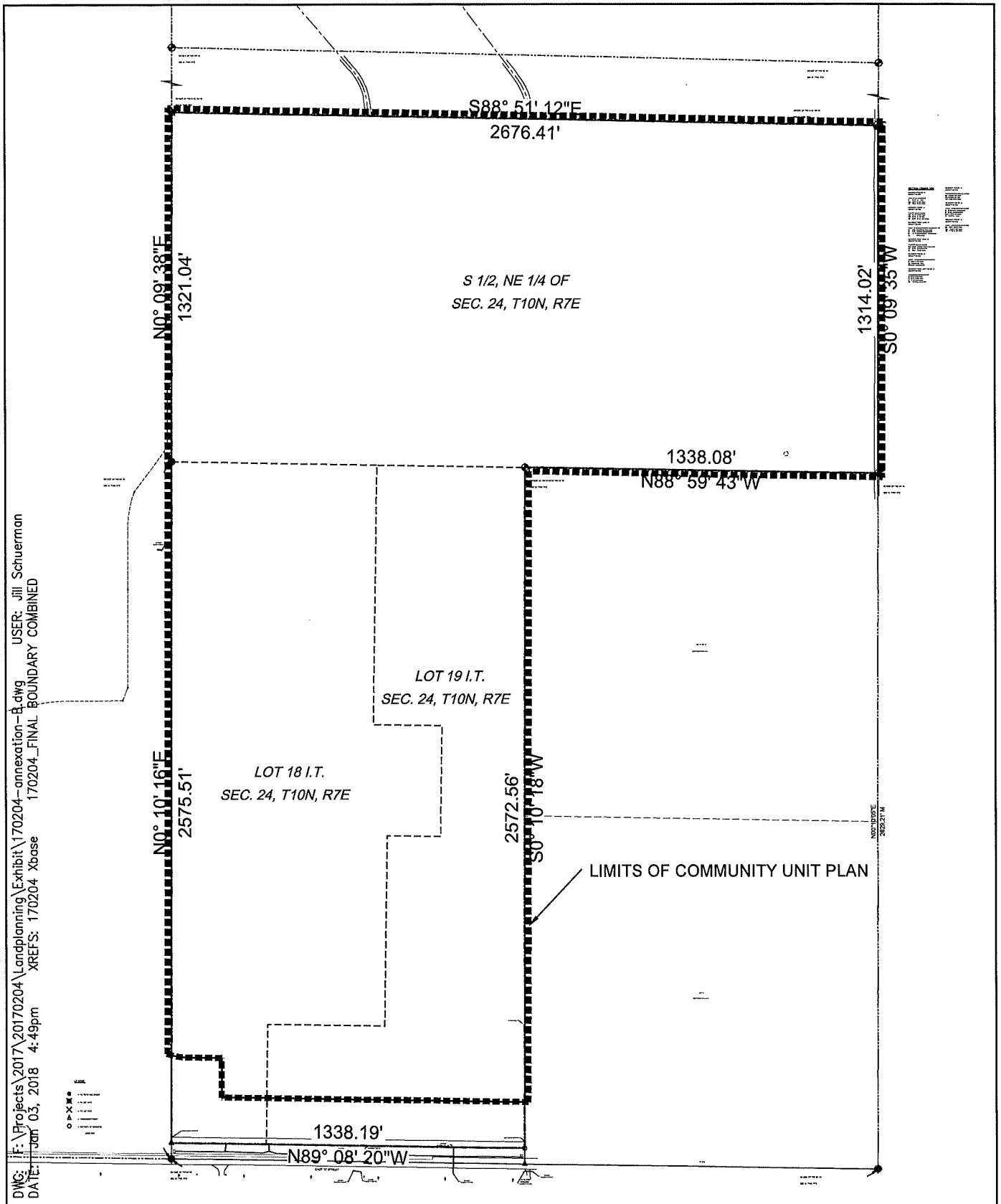
The foregoing was acknowledged before me this ____ day of _____, 2018, by James Buel, an individual.

(Seal)

_____
Notary Public



drawn by: jds checked by: - project no.: 2017-0204 date: 12/29/2017	**DOMINION AT STEVENS CREEK ANNEXATION AGREEMENT LINCOLN, NEBRASKA**	Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 Lincoln, Nebraska 68512 Ph. 402-434-8494 Fax 866-216-8747 www.civildg.com CONSULTING ENGINEERS• LAND USE PLANNERS CIVIL DESIGN• SITE DEVELOPMENT• PLANNING AND ZONING	ATTACHMENT **'A'**



drawn by: jds checked by: - project no.: 2017-0204 date: 01/03/2018	**DOMINION AT STEVENS CREEK ANNEXATION AGREEMENT LINCOLN, NEBRASKA**	Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 Lincoln, Nebraska 68512 Ph. 402-434-8494 Fax 866-215-8747 www.civildg.com CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING	ATTACHMENT **'B'-1**

LEGAL DESCRIPTION - COMMUNITY UNIT PLAN

A legal description of a tract of land composed of a portion of Lot 18 & 19 Irregular Tracts and the South Half of the Northeast Quarter located in the East Half of Section 24, Township 10 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southwest Corner of the Southeast Quarter of said Section 24; thence North on the West Line of the Southeast Quarter on an assumed bearing of N 00°10'16" E for a distance of 392.07' to a point on the West line of Lot 18 Irregular Tracts and the Point of beginning;
Thence N 00°10'16" E on the West Line of Lot 18 Irregular Tracts and the West Line of the Southeast Quarter of Section 24 for a distance of 2243.44' to the Northwest Corner of Lot 18, said point also being the Southwest Corner of the South Half of the Northeast Quarter of Section 24; Thence N 00°09'38" E on the West Line of the South Half of the Northeast Quarter of Section 24 for a distance of 1321.04' to the Northwest Corner of the South Half of the Northeast Quarter of Section 24; Thence S 88°51'12" E on the North Line of the South Half of the Northeast Quarter of Section 24 for a distance of 2676.41' to the Northeast Corner of the South Half of the Northeast Quarter of Section 24; Thence S 00°09'35" W on the East Line of the South Half of the Northeast Quarter of Section 24 for a distance of 1314.02' to the Southeast Corner of the South Half of the Northeast Quarter of Section 24; Thence N 88°59'43" W on the South Line of the South Half of the Northeast Quarter of Section 24 for a distance of 1338.08' to the Northeast Corner of the West Half of the Southeast Quarter of Section 24 said point also being the Northeast Corner of Lot 19 Irregular Tracts; Thence S 00°10'18" W on the East Line of the West Half of the Southeast Quarter of Section 24 and the East Line of Lot 19 Irregular Tracts for a distance of 2397.54'; Thence N 89°08'20"W, for a distance of 1146.79'; Thence N 00° 10' 16" E, for a distance of 150.01'; Thence N 89° 08'20" W , for a distance of 138.86'; Thence on a curve turning to the right with an arc length of 53.25', a radius of 200.00', a chord bearing of N 81°30'43" W, for a chord length of 53.09' to the Point of Beginning, and having a calculated area of 153.97 acres, more or less.

Subject to any and all easements and restrictions of record

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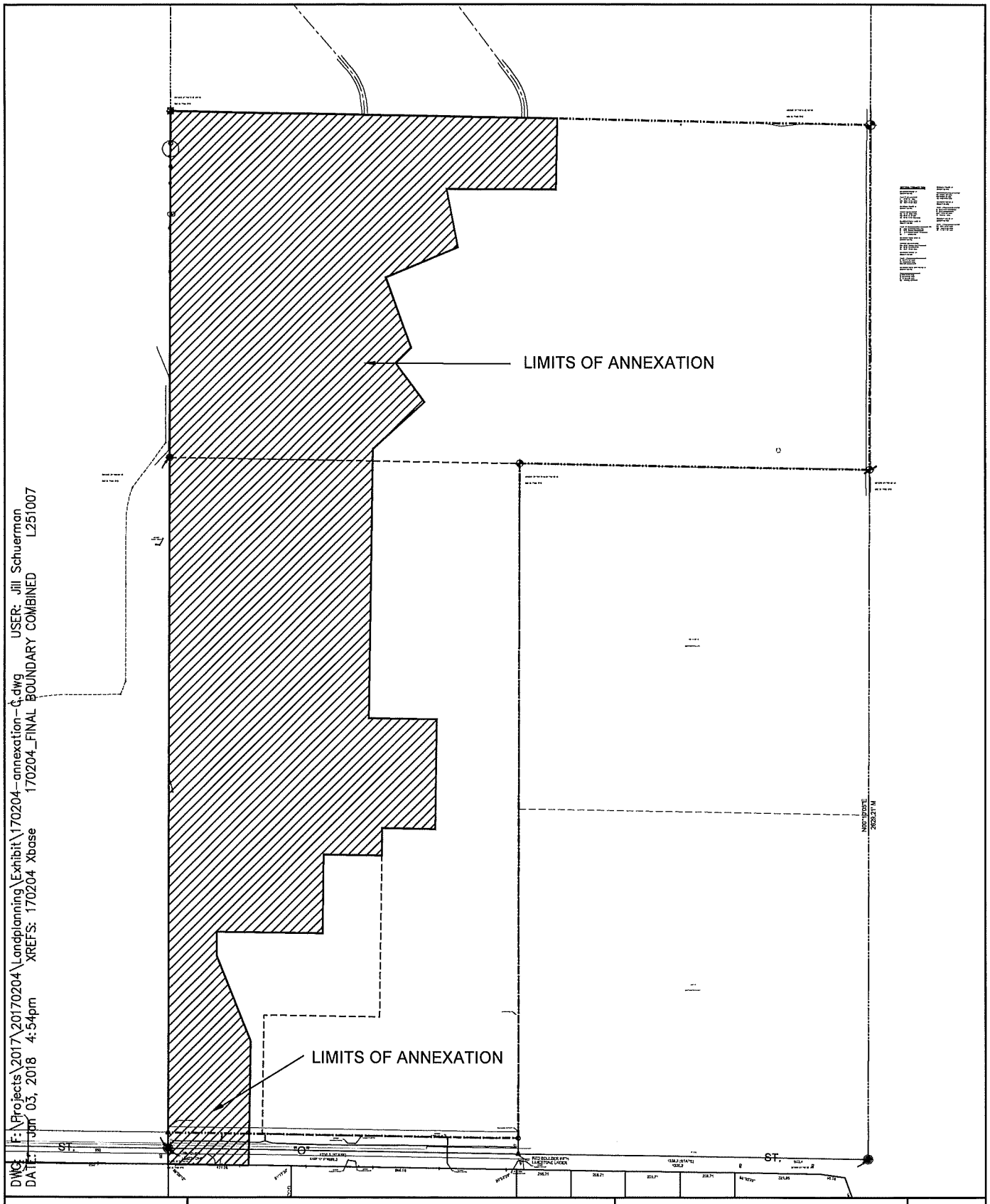
drawn by: jds checked by: - project no.: 2017-0204 date: 01/03/2018	**DOMINION AT STEVENS CREEK ANNEXATION AGREEMENT LINCOLN, NEBRASKA**	Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 Lincoln, Nebraska 68512 Ph. 402-434-8494 Fax 866-215-8747 www.civildg.com CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING	ATTACHMENT	**'B'-2**



drawn by: jds checked by: - project no.: 2017-0204 date: 01/03/2018	**DOMINION AT STEVENS CREEK ANNEXATION AGREEMENT LINCOLN, NEBRASKA**	Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 Lincoln, Nebraska 68512 Ph. 402-434-8494 Fax 866-215-8747 www.civildg.com CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING	ATTACHMENT **'C'-1**

LEGAL DESCRIPTION - ANNEXATION

A legal description of a tract of land composed of a part of Lots 18 & 19 of Irregular Tracts located in the West Half of the Southeast Quarter of Section 24, Township 10 North, Range 7 East AND a portion of the 60.00' Right-of-Way of U.S. Highway 34 adjacent to said Lot 18 of Irregular tracts AND the South Half of the Northeast Quarter of Section 24, Township 10 North, Range 7 East AND a portion of the 60.00' Right-of-Way of U.S. Highway 34, located in the West half of the Northeast Quarter of Section 25, Township 10 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 24; thence North on the West line of the West half of the Southeast Quarter of said Section 24 and on the West Line of Lot 18 Irregular Tracts extended South and on an assumed bearing of N 00°10'16" E for a distance of 2635.52' to the Northwest Corner of Lot 18 of Irregular Tracts, said point also being the Southwest Corner of the South Half of the Northeast Quarter of said Section 24;
Thence N 00°09'38" E on the West Line of the South Half of the Northeast Quarter of said Section 24 for a distance of 1321.04' to the Northwest Corner of the South Half of the Northeast Quarter of said Section 24; Thence S 88°51'12" E on the North Line of the South Half of the Northeast Quarter of said Section 24 for a distance of 1479.18';
Thence S 01°08'48" W for a distance of 269.88';
Thence N 89°50'19" W for a distance of 418.90';
Thence S 11°02'20" E for a distance of 226.02';
Thence S 67°29'21" W for a distance of 297.78';
Thence S 19°33'55" E for a distance of 285.79';
Thence S 44°59'27" W for a distance of 82.54';
Thence S 36°04'15" E for a distance of 183.58';
Thence S 47°32'47" W for a distance of 265.09';
Thence S 00°51'40" W for a distance of 1026.03';
Thence S 89°08'20" E for a distance of 258.90';
Thence S 00°51'40" W for a distance of 418.56';
Thence N 89°08'20" W for a distance of 201.78';
Thence S 00°51'40" W for a distance of 104.37';
Thence N 89°08'20" W for a distance of 222.08';
Thence S 00°51'40" W for a distance of 300.00';
Thence N 89°08'20" W for a distance of 404.03';
Thence S 00°10'16" W for a distance of 92.33';
Thence S 21°45'21" E for a distance of 349.56';
Thence S 00°51'40" W for a distance of 474.99 to a point on the Southerly 60.00' Right-of Way line of "O" Street;
Thence N 89°08'28" Won the Southerly 60.00' Right-of Way line of "O" Street, for a distance of 309.54' to a point on the West line of the West half of the Northeast Quarter of said Section 25;
Thence N 00°06'35" W on the West line of the West half of the Northeast Quarter of said Section 25, for a distance of 60.01'to the POINT OF BEGINNING and containing a calculated area of 70.44 acres, more or less.

Subject to any and all easements and restrictions of record

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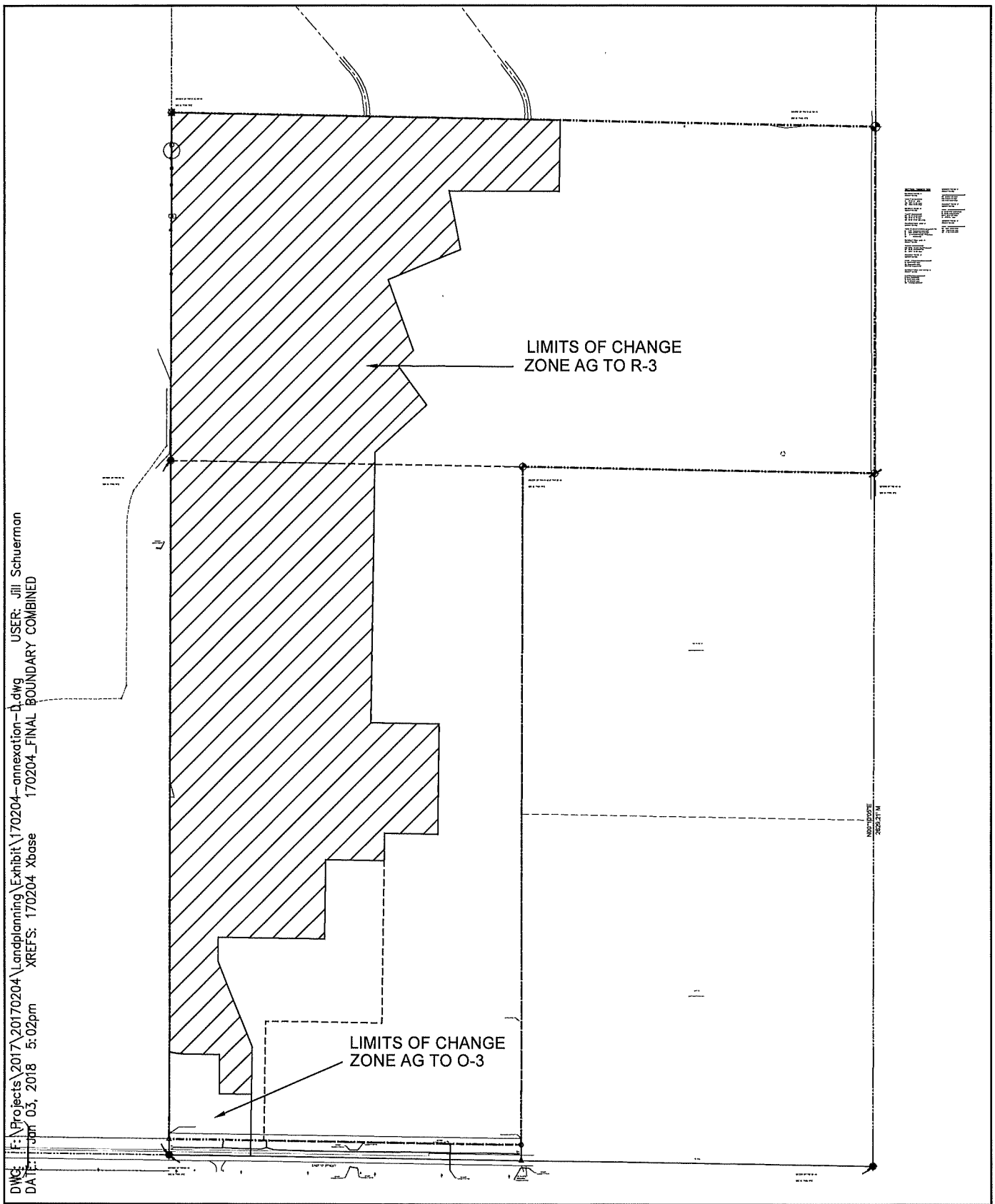
drawn by: jds checked by: - project no.: 2017-0204 date: 01/03/2018	**DOMINION AT STEVENS CREEK ANNEXATION AGREEMENT LINCOLN, NEBRASKA**	Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 Lincoln, Nebraska 68512 Ph. 402-434-8494 Fax 866-215-8747 www.civildg.com CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING	ATTACHMENT **'C'-2**



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LEGAL DESCRIPTION - CHANGE OF ZONE AG TO R-3

A legal description of a tract of land composed of a part of Lots 18 & 19 Irregular Tracts and a part of the South Half of the Northeast Quarter located in the East Half of Section 24, Township 10 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southwest Corner of the Southeast Quarter of said Section 24; thence North on the West Line of the Southeast Quarter and on the West Line of Lot 18 Irregular Tracts, on an assumed bearing of N 00°10'16" E for a distance of 392.07' to the Point of beginning;
Thence N 00°10'16" E on the West Line of Lot 18 Irregular Tracts and the West Line of the Southeast Quarter of Section 24 for a distance of 2243.44' to the Northwest Corner of Lot 18, said point also being the Southwest Corner of the South Half of the Northeast Quarter of Section 24;
Thence N 00°09'38" E on the West Line of the South Half of the Northeast Quarter of Section 24 for a distance of 1321.04' to the Northwest Corner of the South Half of the Northeast Quarter of Section 24; Thence S 88°51'12" E on the North Line of the South Half of the Northeast Quarter of Section 24 for a distance of 1479.18';
Thence S 01°08'48" W for a distance of 269.88';
Thence N 89°50'19" W for a distance of 418.90';
Thence S 11°02'20" E for a distance of 226.02';
Thence S 67°29'21" W for a distance of 297.78';
Thence S 19°33'55" E for a distance of 285.79';
Thence S 44°59'27" W for a distance of 82.54';
Thence S 36°04'15" E for a distance of 183.58';
Thence S 47°32'47" W for a distance of 265.09';
Thence S 00°51'40" W for a distance of 1026.03';
Thence S 89°08'20" E for a distance of 258.90';
Thence S 00°51'40" W for a distance of 418.56';
Thence N 89°08'20" W for a distance of 201.78';
Thence S 00°51'40" W for a distance of 104.37';
Thence N 89°08'20" W for a distance of 222.08';
Thence S 00°51'40" W for a distance of 300.00';
Thence N 89°08'20" W for a distance of 404.03';
Thence S 00°10'16" W for a distance of 92.33';
Thence S 21°45'21" E for a distance of 349.56';
Thence S 00°51'40" W for a distance of 180.00'
Thence N 89°08'20" W for a distance of 121.99';
Thence N 00°10'16" E for a distance of 150.01';
Thence N 89°08'20" W for a distance of 138.86';
Thence with a non-tangential curve turning to the right with an arc length of 53.25', with a radius of 200.00', with a chord bearing of N 81°30'43" W, with a chord distance of 53.09'; to the Point of Beginning, and having a calculated area of 67.67 acres more or less.

Subject to any and all easements and restrictions of record

LEGAL DESCRIPTION - CHANGE OF ZONE AG TO O-3

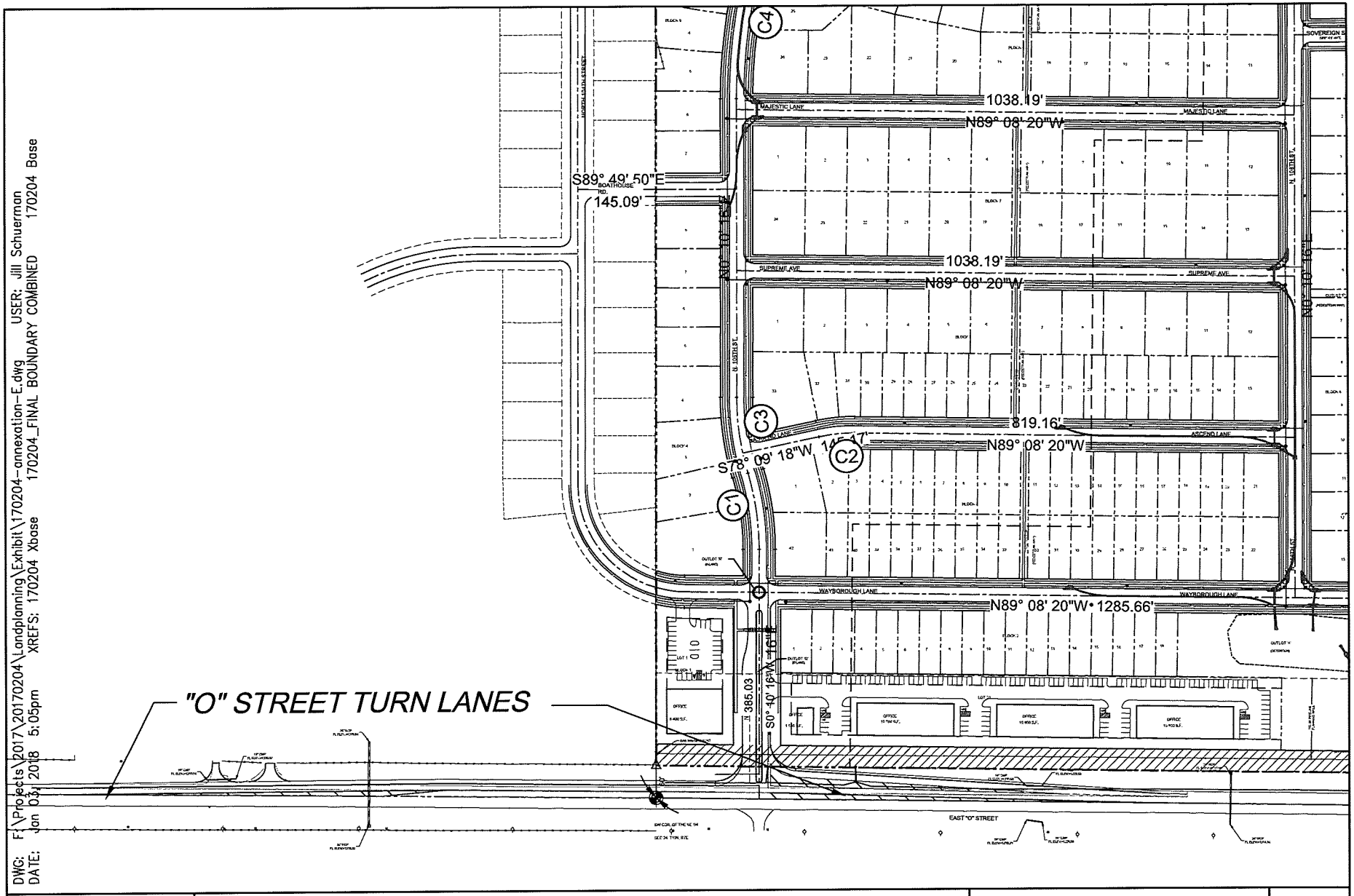
A legal description of a tract of land composed of a part of Lot 18 of Irregular Tracts and a portion of the 60.00' Right-of-Way of U.S. Highway 34 adjacent to said Lot 18 of Irregular Tracts, all located in the West Half of the Southeast Quarter of Section 24, Township 10 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Beginning at the Southwest Corner of the West Half of the Southeast Quarter of said Section 24; thence in a Northerly direction on the the West Line of the West Half of the Southeast Quarter of said Section 24 and on the West Line of said Lot 18 Irregular Tracts extended South and on an assumed bearing of
N 00°10'16" E for a distance of 392.07';
Thence on a curve turning to the left with an arc length of 53.25', a radius of 200.00', a chord bearing of
S 81°30'43" E, for a chord distance of 53.09';
Thence S 89°08'20" E, for a distance of 138.86';
Thence S 00°10'16" W, for a distance of 150.01';
Thence S 89°08'20" E, for a distance of 121.99';
Thence S 00°51'40" W, for a distance of 235.00' to a point on the South line of the West Half of the Southeast Quarter of said Section 24;
Thence N 89°08'20" W, on the South Line of the West Half of the Southeast Quarter of said Section 24 for a distance of 310.56' to the Point of Beginning, and having a calculated area of 2.34 acres more or less.

Subject to any and all easements and restrictions of record

DWG: F:\Projects\2017\20170204\Landplanning\Exhibit\170204-annexation-D.dwg USER: Jill Schuerman
DATE: Jan 03, 2018 5:03pm XREFS: 170204 Xbase 170204_FINAL BOUNDARY COMBINED

drawn by: jds checked by: - project no.: 2017-0204 date: 01/03/2018	**DOMINION AT STEVENS CREEK ANNEXATION AGREEMENT LINCOLN, NEBRASKA**	Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 Lincoln, Nebraska 68512 Ph. 402-434-8494 Fax 866-215-8747 www.civildg.com CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING	ATTACHMENT **'D'-2**



drawn by:	jds
checked by:	-
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E