

97R-303

Introduce: 9-22-97

RESOLUTION NO. A- 78394

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:
 2 That the Conditional Annexation and Zoning Agreement for property
 3 generally located west of North 27th Street, south of Interstate 80 which is
 4 attached hereto, marked as Attachment "A" and made a part hereof by reference,
 5 between the City and John M. Campbell, Jr. & Dorothy B. Campbell outlining
 6 certain conditions and understandings between the City and John M. Campbell,
 7 Jr. & Dorothy B. Campbell relating to the annexation and rezoning of property
 8 generally located west of North 27th Street, south of Interstate 80, Lancaster
 9 County, Nebraska, is approved. The Mayor is authorized to execute the same on
 10 behalf of the City.

11 BE IT FURTHER RESOLVED that the City Clerk is directed to return one
 12 fully executed copy of this Agreement to Rick Peo, Assistant City Attorney,
 13 for transmittal to John M. Campbell & Dorothy B. Campbell.

Introduced by:

Approved as to Form and Legality:

Assistant City Attorney

AYEs: Donaldson, Fortenberry, Johnson,
 Seng, Shoecraft, Wilson, Young;
 NAYS: None.

Staff Review Completed:

Administrative Assistant

APPROVED

 OCT 2nd 1997
 MAYOR

ADOPTED

 SEP 29 1997

By City Council

**CONDITIONAL
ANNEXATION AND ZONING AGREEMENT**

THIS CONDITIONAL ANNEXATION AND ZONING AGREEMENT is made and entered into on this 2ND day of OCTOBER, 1997, by and between **John M. Campbell, Jr. and Dorothy B. Campbell**, hereinafter collectively referred to as "Owners," and the **City of Lincoln, Nebraska, a municipal corporation**, hereinafter referred to as "City."

RECITALS

A.

Owners have requested that the City annex a portion of Lot 26, I.T. in the _____ Quarter of Section 36, Township 11 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, hereinafter referred to as the "Property," and legally described on Attachment "A" which is attached hereto and incorporated herein by this reference.

B.

Owners have further requested the City to rezone those portions of the Property as legally described in Attachments "B" and "C," which are attached hereto and incorporated herein by this reference, from R-3 Residential District and AG Agricultural District to H-3 Highway Commercial District, respectively.

C.

The City's approval of the change of zone of the Property from AG Agriculture District and R-3 Residential District to H-3 Highway Commercial District will cause increased traffic on the public street system that serves and provides access to the Property. To protect and promote the public health, safety and welfare, the City and Owners have studied and identified the street improvements associated with the change of zone based upon an assumed full development of land uses and square footage amounts on the Property which would not

exceed: (a) a peak afternoon (p.m.) vehicle trip generation rate of 780 vehicle trips; or (b) a peak morning (a.m.) vehicle trip generation rate of 890 vehicle trips; or (c) an average daily vehicle trip generation rate of 12,200 average daily vehicle trips. The a.m., p.m. and daily vehicle trip generation rates set forth in (a), (b) and (c) above shall hereinafter be collectively referred to as the "Allowable Trip Generation Rates."

D.

The City is willing to annex the Property and to rezone the Property as requested, provided Owners agree that: (a) no building permits will be issued prior to approval of a preliminary plat for the Property; (b) that simultaneously with the submission of a preliminary plat for the Property, the Owners submit a traffic impact study for the Property based upon the uses of the Property as shown on the preliminary plat (the "Traffic Impact Study"), showing vehicle trip generation rates for land uses and square footage amounts as published by the Institute of Transportation Engineers (the "Traffic Publication"); (c) that if said Traffic Impact Study shows that the a.m., p.m. and daily vehicle trip generation rates for the Property do not exceed the Allowable Trip Generation Rates, to construct the minimum off-site Transportation Improvements identified in paragraph 5 below prior to the issuance of any occupancy permits for any buildings to be constructed on the Property; and (d) that if the Traffic Impact Study, which is to be submitted at the time of the preliminary plat for the Property, shows that the a.m., p.m. and/or average daily vehicle trip generation rates for the Property will exceed the Allowable Trip Generation Rates, then the conditions of paragraph 6 below shall apply.

E.

As a condition of the annexation and changes of zone, the City has required the execution and delivery of this Agreement which provides for the construction and allocation of costs relating to the street improvements identified in paragraph 5 below. The City and Owners agree that City has a legitimate state interest in promoting the health, safety and welfare and providing for the safe and efficient movement of motor vehicles upon the public street system

and that an "essential nexus" exists between the City's above interest and the conditions placed upon Owners under this Agreement. In addition, the City and Owners have made an individualized determination and agree that the conditions placed upon the Owners under this Agreement are related both in nature and extent and are in "rough proportionality" to the projected adverse effects, development and operation of the Property under H-3 Commercial District zoning will have on traffic on the public street system that serves and provides access to the Property.

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

1. Annexation by City. The City agrees to annex the Property.
2. Rezoning of the Property. The City agrees to rezone those portions of the Property described on Attachments "B" and "C" from R-3 Residential District and AG Agricultural District, respectively, to H-3 Highway Commercial District.
3. Extension of Public Sanitary Sewer and Water. Owners understand and acknowledge that the Property is not presently serviceable by the City's public sanitary sewer system and public water system and that the City does not intend to extend its public sanitary sewer system and public water system to serve the Property within the next one to six years. Owners further understand and acknowledge that the property owner to the east intends to extend the sanitary sewer and public water to serve its property and that such extensions would enable Owners' Property to be so served. Owners desire to be connected to the City's public sanitary sewer system and public water system and therefore agree to participate in and pay for Owners' share of the cost for the extension of both sanitary sewer and water to serve the Property.
4. Building Permits. Owners agree that no building permits shall be issued for construction on the Property until after Owner has submitted and the City has approved a preliminary plat and the Traffic Impact Study for the Property; provided, however, that approval

of said preliminary plat shall not be withheld based upon a requirement for the construction of transportation improvements, other than those certain transportation improvements identified in paragraph 5 below, if the Traffic Study shows that the a.m., p.m. and average daily vehicle trip generation rates are equal to or less than the Allowable Trip Generation Rates.

5. Minimum Off-Site Transportation Improvements. Prior to the issuance of any occupancy permits for any buildings to be constructed on the Property, Owners agree to construct by Executive Order and pay for the following off-site transportation improvements: (a) a right hand deceleration turn lane for southbound to westbound traffic on North 27th Street into the northern access point of the Property onto North 27th Street (which has been tentatively designated as "Wildcat Drive"); (b) a right hand deceleration turn lane for southbound to westbound traffic on North 27th Street into the southern access point of the Property onto North 27th Street (which has tentatively been designated as "Whitehead Drive"); (c) a left hand deceleration turn lane for northbound to westbound traffic on North 27th Street into the southern access point of the Property onto North 27th Street (which has tentatively been designated as "Whitehead Drive").

Additionally, Owners shall construct a raised median in proposed Wildcat Drive to prohibit the eastbound through and eastbound to northbound left turns from Wildcat Drive to North 27th Street, said raised median to be constructed at such time as there are: (i) a total of 420 vehicles per hour from both approaches on North 27th Street for any eight hours of an average day; or (ii) a total of 42 vehicles per hour for eastbound through and eastbound to northbound vehicles on Wildcat Drive for any eight hours of an average day; or (iii) more than two traffic accidents reported during a twelve-month period which are attributable to the lack of the raised median prohibiting the through and left turn movements, whichever occurs first. Construction of the raised median in proposed Wildcat Drive shall be commenced within ninety (90) days following written notice from the City that any one of the above conditions has been met, and such construction shall be completed within a reasonable period of time thereafter.

Additionally, prior to the issuance of any occupancy permits for any buildings to be constructed on the Property, Owners shall relinquish direct access to Whitehead Drive for the area beginning at the southeast corner of the Property and extending 200 feet west along the southern boundary of the Property (said 200 foot-long strip to be measured from the southeast corner of the Property that abuts North 27th Street, as opposed to being measured from the southeast corner of the Property that abuts the existing right-of-way of what is referred to herein as Whitehead Drive); provided, however, that in connection with Owners' preliminary plat, the City shall allow the Owner the right to construct one driveway access for vehicular ingress and egress to and from the Property from and onto Whitehead Drive for both right hand and left hand turns from a point 200 feet west of the southeast corner of the Property to a point 300 feet west of the southeast corner of the Property.

Additionally, Owners hereby acknowledge that Owners may be required to contribute a fair and reasonable amount for the construction of Whitehead Drive from North 27th Street extending westerly to North 26th Street at the time that the Owners request an approval of a preliminary plat for the Property pursuant to paragraph 4 above; and that the City currently contemplates that Whitehead Drive from North 27th Street to North 26th Street shall be constructed as a four-lane facility with a raised median, requiring a total right-of-way of 40 feet.

Any construction which the Owners may be required to perform shall conform to the City of Lincoln standard specifications for municipal construction.

Additionally, Owners agree to contribute \$20,000.00 as Owners' share of the cost of the installation of a traffic signal at the intersection of North 27th Street and Whitehead Drive, said \$20,000.00 contribution shall be due and payable to the City within thirty days following notice from the City that the traffic signal warrants have been met and the City is proceeding with the installation of the traffic signal at such intersection. Owners acknowledge and agree that said traffic signal will not be installed until such time as the North 27th Street and Whitehead Drive intersection meets the warrant requirements as established by the Manual on

Uniform Traffic Control Devices. Owners agree to guarantee the \$20,000.00 contribution by adequate security such as an escrow, bond, irrevocable letter of credit, or similar security to be established within thirty (30) days after approval of a final plat.

6. Additional Off-Site Transportation Improvements. Owners agree that if Owners should subsequently propose any combined land uses and square footage amounts under the H-3 Highway Commercial District Zoning that will exceed the Allowable Trip Generation Rates, the City may withhold additional building permits for such land uses and square footage amounts until Owners provide a revised traffic impact study, which shall be reasonably limited in its scope (the "Revised Traffic Impact Study"), and Owners shall negotiate with the City regarding additional fair and reasonable contributions to the City for the construction of any additional off-site road improvements identified in said Revised Traffic Impact Study; provided, however, that Owners' liability for the construction of any additional off-site road improvements over and above those identified in paragraph 5 above, which are indicated by the Revised Traffic Impact Study and reasonably deemed necessary by the City shall be limited to a fair and reasonable contribution by Owners for the construction of any such additional off-site road improvements.

7. Level of Service and Proposed Land Uses. By acceptance of the said executive order construction and payments for the off-site improvements identified in Paragraph 5 above, the City in no way warrants or assures any particular level of service on the public streets and road serving the Property or the development contemplated under the changes of zone. Furthermore, the street improvements set forth in Paragraph 5 above are identified as only a minimum needed to accommodate the proposed development of the Property under said changes of zone.

After completion of the street improvements identified in Paragraph 5, the City reserves the right to adjust the design and construction thereof, at the City's expense, to meet

and accommodate needs arising from any such other development provided such adjustments and design and construction do not adversely affect the access and turning movements to and from the Property.

8. Future Cost Responsibilities. Except as stated herein, it is understood and agreed between the parties that the provision of the above-described municipal infrastructure improvements and the allocation of cost responsibilities therefor in no way limit the right of the City to impose reasonable conditions or to require reasonable additional dedications, contributions, or construction in conjunction with the approval of future zoning requests, plats and dedications, use permits, special permits, planned unit developments, or community unit plans incorporating therein the Property or any portion thereof which has been subject to annexation or rezoning in conjunction with this Agreement. Such future dedications, contributions and construction may include, but shall not be limited to, local sewers, water mains, paving, trails, detention ponds, storm sewers, or transportation improvements relating to commercial development, including necessary street widening, traffic signals and added turn lanes necessitated, in the opinion of the City, by major commercial development in the area.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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, Owners, 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.

16. Certificate of Satisfaction. Upon the satisfactory completion and full payment of the off-site transportation improvements described in Paragraphs 5 and 6 above, the City will execute and deliver to the Owners a Certificate of Satisfaction in recordable form, pursuant to which the Owners shall be released from all the duties and obligations imposed on the Owners pursuant to paragraphs 5 and 6 to this Agreement.

17. 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.

18. Time is of the Essence. Time is of the essence under this Agreement.

19. Default. Owners and City agree that the annexation and changes of zone promote the public health, safety, and welfare so long as Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event Owners default in fulfilling any of their covenants and responsibilities as set forth in this agreement, the City may in its legislative authority rezone the Property to its previously 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.

20. Notice. Any notices required to be forwarded to a party hereto shall be deemed appropriately sent if deposited in the United States mail, sufficient postage prepaid, addressed as follows:

If to Owners: John M. Campbell, Jr.
33 Stirrup Place
Wilton, CT 06897

And

Dorothy B. Campbell
3135 Mayflower Avenue
Lincoln, NE 68502

With a copy to:

W. Michael Morrow
Attorney at Law
P. O. Box 83439
Lincoln, NE 68501-3439

If to City: Mayor
County-City Building
555 South 10th 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 in this section.

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

ATTEST:

THE CITY OF LINCOLN, NEBRASKA,
A Municipal corporation

Paul A. Mahan
City Clerk

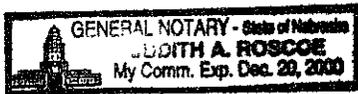
By: *Mike Johanns*
Mike Johanns, Mayor

John M. Campbell, Jr.
John M. Campbell, Jr.

Dorothy B. Campbell
Dorothy B. Campbell

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

OCTOBER The foregoing instrument was acknowledged before me this ~~17th~~ 2ND day of September, 1997, by Mike Johanns, Mayor of the City of Lincoln, Nebraska on behalf of the City.



Edith A. Roscoe
Notary Public

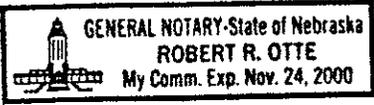
STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

September The foregoing instrument was acknowledged before me this 10th day of September, 1997 by John M. Campbell, Jr.

Rose Marie Capuano
Notary Public
ROSEMARIE CAPUANO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2000

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14th day of September, 1997, by Dorothy B. Campbell.



Robert R. Otte
Notary Public

ATTACHMENT "A"
LEGAL DESCRIPTION
CHANGE OF ZONE
(FROM R-3 AND AG, TO H-3)

A LEGAL DESCRIPTION FOR CHANGE OF ZONE PURPOSES FOR A TRACT OF LAND COMPOSED OF LOT 26 I.T. LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, **EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36, THENCE ON AN ASSUMED BEARING OF SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 440.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 39 DEGREES 51 MINUTES 00 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTHEAST RIGHT-OF-WAY LINE OF INTERSTATE NO. 80, A DISTANCE OF 860.00 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH AN OVERHEAD 115 KV ELECTRICAL LINE, THENCE SOUTH 37 DEGREES 55 MINUTES 07 SECONDS EAST ALONG THE CENTERLINE OF SAID OVERHEAD 115 KV ELECTRICAL LINE, A DISTANCE OF 836.93 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 26 I.T., SAID LINE BEING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 1065.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, SAID TRACT REMAINING R-3 CONTAINS A CALCULATED AREA OF 8.07 ACRES MORE OR LESS, SAID TRACT CHANGING TO H-3 CONTAINS A CALCULATED AREA OF 40.7 ACRES MORE OR LESS.

REVISED SEPT. 15. 1997
JUNE 4, 1997
C:\SDSK\MIKEJ\CHZN.L01

ATTACHMENT "B"

LEGAL DESCRIPTION

CHANGE OF ZONE
(FROM R-3 TO H-3)

A LEGAL DESCRIPTION FOR A CHANGE OF ZONE FOR A TRACT OF LAND COMPOSED OF LOT 26 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, OF THE 6TH PM, LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 26 I.T., THENCE ON AN ASSUMED BEARING OF NORTH 39 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 63.2± FEET TO A POINT OF DEFLECTION, THENCE NORTH 41 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 796.8± FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUING NORTH 41 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 404.3± FEET TO A POINT, THENCE SOUTH 56 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 1639.3± FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, THENCE SOUTH 41 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET A DISTANCE OF 7.2± FEET TO A POINT, THENCE NORTH 88 DEGREES 44 MINUTES 37 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF A STREET STUB A DISTANCE OF 165.0± FEET TO A POINT, THENCE SOUTH 1 DEGREES 13 MINUTES 18 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STREET STUB A DISTANCE OF 38.9± FEET TO THE SOUTHEAST CORNER OF SAID LOT 26 I.T., THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 26 I.T. A DISTANCE OF 958.2± FEET TO A POINT, THENCE NORTH 37 DEGREES 39 MINUTES 14 SECONDS WEST, A DISTANCE OF 818.5± FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 16.6± ACRES MORE OR LESS.

ATTACHMENT "C"

LEGAL DESCRIPTION

CHANGE OF ZONE
(FROM AG TO H-3)

A LEGAL DESCRIPTION FOR A CHANGE OF ZONE FOR A TRACT OF LAND COMPOSED OF LOT 26 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, OF THE 6TH PM, LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 26 I.T., THENCE ON AN ASSUMED BEARING OF NORTH 39 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 63.2± FEET TO A POINT, THENCE NORTH 41 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 1201.1± FEET TO A POINT, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 41 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 120.4± FEET TO A POINT OF DEFLECTING, THENCE NORTH 31 DEGREES 29 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 26 I.T. A DISTANCE OF 357.4± FEET TO THE NORTHWEST CORNER OF SAID LOT 26 I.T., THENCE SOUTH 88 DEGREES 41 MINUTES 07 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 26 I.T. A DISTANCE OF 1016.2± FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, THENCE SOUTH 8 DEGREES 07 MINUTES 35 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET A DISTANCE OF 347.4± FEET TO A POINT, THENCE SOUTH 1 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET A DISTANCE OF 136.0± FEET TO A POINT, THENCE SOUTH 88 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET A DISTANCE OF 159.8± FEET TO A POINT, THENCE SOUTH 1 DEGREES 11 MINUTES 29 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET A DISTANCE OF 790.1± FEET TO A POINT, THENCE SOUTH 46 DEGREES 13 MINUTES 29 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET A DISTANCE OF 14.6± FEET TO A POINT, THENCE NORTH 56 DEGREES 13 MINUTES 11 SECONDS WEST, A DISTANCE OF 1639.3± FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 24.1± ACRES MORE OR LESS.